
Regis Aged Care, ANMF & HACSU Enterprise Agreement - Tasmania 2023

Enterprise Agreement - Tasmania 2023

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Part 1 - Application and Operation of this Agreement

1 Name of the Agreement

The Agreement shall be known as the Regis Aged Care, ANMF & HACSU, Enterprise Agreement - Tasmania 2023.

2 Definitions

(a) In this Agreement, unless contrary intention appears:

- (i) **Access Period** means the 7-day period ending immediately before the start of the voting process to approve the Agreement in accordance with the Act.
- (ii) **Act** means the *Fair Work Act 2009* (Cth) as amended from time to time.
- (iii) **ADO** means accrued day off.
- (iv) **Aged Care Employees** means Employees employed in the Aged Care Classification Stream set out in this Agreement.
- (v) **AHPRA** means the Australian Health Practitioner Regulation Authority.
- (vi) **Agreement** means Regis Aged Care, ANMF & HACSU Enterprise Agreement – Tasmania 2023.
- (vii) **Commencement Date** means the date this Agreement commences operation in accordance with clause 6(a).
- (viii) **Comparable Alternative Employment** means an offer of employment for a position, which is on substantially similar but no less favourable terms and conditions than those which the Employee enjoyed immediately prior to the offer of employment and which recognises the Employee's continuity of service with the Employer.
- (ix) **Continuous service** has the meaning given to it by the Act.
- (x) **Day Worker** means an Employee whose ordinary hours are worked 6.00am and 6.00pm Monday to Friday.
- (xi) **Employee(s)** means the employees employed by the Employer in Tasmania who fall within the classifications set out in this Agreement.
- (xii) **Excluded Employee(s)** means Regional General Managers, General Managers, Clinical Care Managers/ Clinical Managers, Office Managers, State Managers (however titled) or any other state office employee or retirement village employee employed by the Employer in Tasmania and any home care or day therapy services employees employed by the Employer in Tasmania.
- (xiii) **Employer** means Regis Aged Care Pty Ltd ACN 125 223 645.
- (xiv) **Family and domestic violence** means violent, threatening or other abusive behaviour by a close relative of an employee (being a member of the employee's Immediate Family or is related to the employee according to Aboriginal or Torres Strait Islander kinship rules per the NES), a member of an employee's household, or a current or former intimate partner of an employee, that:
 - (1) seeks to coerce or control the Employee; and
 - (2) causes the employee harm or to be fearful.

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- (xv) **FWC** means Fair Work Commission, the statutory body established under the Act or any successor organisation established under Commonwealth legislation which performs the functions of conciliation and arbitration.
- (xvi) **Immediate Family** means:
- (1) the spouse (including a former spouse), de facto partner (including a former de facto partner), child, parent, grandparent, grandchild or sibling of an Employee; or
 - (2) the child, parent, grandparent, grandchild or sibling of the spouse or de facto partner of an Employee.
- (xvii) For the purposes of this term
- de facto partner** of an Employee 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);
- (xviii) **Jury Service Pay** means an amount paid in relation to jury service under a law of the Commonwealth, a State or Territory, other than an amount that is, or is in the nature of, an expense related allowance.
- (xix) **Long Service Leave Act** means the *Long Service Leave Act 1976* (Tas) as amended from time to time.
- (xx) **Registered Health Practitioner** means a registered and practising health practitioner (e.g. General Practitioner or other doctor), Dentist, Chiropractor, Clinical Psychologist Psychiatrist or Physiotherapist but does not include a Pharmacist.
- (xxi) **NES** means the National Employment Standards as set out in the Act.
- (xxii) **Nursing Employees** means Employees employed in the Nursing Employees Classification Stream set out in Annexure A to this Agreement.
- (xxiii) **Ordinary Rate** means an Employee's ordinary hourly rate of pay set out in Annexure A and Annexure B to the Agreement as applicable to an Employee and as adjusted according to clause 8(b), but excludes overtime, penalty rates, allowances, shift allowances, incentives, bonuses and any other ancillary payments of a like nature.
- (xxiv) **Ordinary Pay** means the amount payable to an Employee for his or her ordinary hours of work (per period as applicable) paid at the Ordinary Rate.
- (xxv) **Ordinary Time Earnings** has the meaning given to it by section 6(1) of the *Superannuation Guarantee (Administration) Act 1993* (Cth) as amended from time to time.
- (xxvi) **Permanent Employee(s)** means Employees who are employed by the Employer on a full time or part time basis.
- (xxvii) **Redundancy** occurs where the Employer decides that it no longer wishes the job an Employee has been doing to be done by anyone (except where this is due to the ordinary and customary turnover of labour) and that decision leads to the termination of an Employee's employment (**Redundant** has a corresponding meaning).

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- (xxviii) **Redundancy Pay** means the redundancy pay set out in clause 32(b).
- (xxix) **Regis Home** means any residential aged care home owned or operated by Regis in Tasmania, and in regard to any residential aged care home acquired by Regis during the operation of this Agreement that are subject to transfer of business provisions set out in the Act
- (xxx) **Shift Worker**, (excluding for the purposes of additional annual leave under the Agreement) means an Employee who is regularly rostered to work their ordinary hours outside the ordinary hours of a Day Worker.
- (xxxii) **Superannuation Law** means any requirement under the Superannuation Guarantee (Administration) Act 1992 (Cth), Superannuation Guarantee (Administration) Regulations 1993, Superannuation Industry (Supervision) Act 1993 (Cth), Superannuation Industry (Supervision) Regulations 1994, Superannuation Guarantee Charge Act 1992 (Cth), and any other present or future legislation, regulations or ordinances that govern the imposition of the superannuation guarantee charge.
- (xxxiii) **Unions** means Health and Community Services Union - Tasmania Branch (**HACSU**) and Australian Nursing and Midwifery Federation - Tasmanian Branch (**ANMF**).
- (xxxiv) **Week's Pay** means what an Employee would expect to receive for working their ordinary hours of work per week, excluding:
- (1) loadings;
 - (2) monetary allowances;
 - (3) overtime or penalty rates; and
 - (4) other any separately identifiable amounts including the meal break transition allowance at clause 17(e) (**Weeks' Pay** has a corresponding meaning).
- (xxxv) **Workplace delegate** means a person appointed or elected, in accordance with the rules of an employee organisation, to be a delegate or representative (however described) for members who are employees of the Employer.

(b) Interpretation

In this Agreement, headings are inserted for convenience only and do not affect the interpretation of this Agreement, and unless the context otherwise requires:

- (i) words importing the singular include the plural and vice versa;
- (ii) words importing a gender include the other genders;
- (iii) if words or phrases are defined, their other grammatical forms have a corresponding meaning;
- (iv) 'including' and similar words or expressions are not words of limitation.

3 Coverage

(a) This Agreement covers:

- (i) the Employer with regard to a Regis Home in the State of Tasmania. For clarity, retirement villages, including those co-located with a residential aged care home,

are excluded from coverage of this Agreement as are Home Care and day therapy services offered by the Employer in the State of Tasmania; and

- (ii) the Employees (other than Excluded Employees) employed as at or after the date this Agreement comes into operation; and
- (iii) subject to section 183 of the Act:
 - (1) Australian Nursing and Midwifery Federation - Tasmanian Branch; and
 - (2) Health Services Union, Tasmania Branch.

4 Scope

This Agreement constitutes the entire agreement between the Employer and the Employees in relation to collectively applicable terms of employment with the Employer.

5 Relationship to the NES

- (a) This Agreement contains terms that are also NES matters. It is not the intention of the parties to exclude the NES or any provision of the NES and it is acknowledged that such terms can only operate in the manner and to the extent prescribed by s. 55 of the Act specifically:
 - (i) the Agreement applies subject to the Act and does not exclude the NES;
 - (ii) where the Agreement provides for terms also provided for in the NES, the Agreement terms apply to the extent that they are:
 - (1) incidental to the operation of the NES;
 - (2) supplementary to, or more beneficial than, the terms set out in the NES.

6 Term of Agreement

- (a) Commencement and Duration
 - (i) This Agreement will commence operating from seven days after it is approved by the FWC and will have a nominal expiry date of 1 July 2025 (NED).
 - (ii) The Agreement will continue to operate after its NED unless it is terminated or replaced.

7 Employment status

- (a) Types of employment
 - (i) Employees may be employed in any one of the following capacities:
 - (1) Full time;
 - (2) Part time; or
 - (3) Casual.
 - (ii) At the time of engagement, the Employer will inform each Employee in writing of the capacity in which they are employed.
- (b) Full Time Employees

Full time Employees will be required to work 38 ordinary hours per week or an average of 38 hours per week pursuant to clause 10(a).

(c) Part Time Employee

- (i) A part time Employee is an Employee who:
- (1) works less ordinary hours than the full time ordinary hours per subclause (b); and
 - (2) has reasonably predictable hours of work.

(ii) Part Time Nursing Employees

- (1) Before commencing employment, the Employer and a part time Nursing Employee will agree in writing on the guaranteed minimum number of ordinary hours to be worked by the Nursing Employee and the rostering arrangements which will apply to those hours.
- (2) All time worked in excess of the rostered daily ordinary full-time hours will be overtime and paid as such, provided that:
 - (A) such hours are in excess of the part-time Employee's rostered ordinary shift; and
 - (B) a Part-time Employee may request or agree to work a rostered shift of up to 10 hours, paid at the Ordinary Rate.

(iii) Part Time Aged Care Employees

- (1) Before commencing employment, the Employer and the part-time Aged Care Employee will agree in writing on:
 - (A) the span of hours that the Employee may be rostered within a fortnight. This span of hours will include which shifts the Employee may be rostered to work; and
 - (B) the days of the week the Employee may be rostered to work within a fortnight; and
 - (C) the agreed minimum number of contracted hours to be worked per fortnight.
- (2) Notwithstanding clause 14 – Overtime, a part time Aged Care Employee may agree to work in excess of their rostered ordinary hours and will be paid at the Ordinary Rate for such additional hours, provided that all time worked by a part-time Employee which exceeds the maximum number of hours per shift provided for in Clause 10(c) will be paid at the applicable overtime penalty rate. The overtime penalty rates are applied to the Ordinary Rate.
- (3) The part-time Aged Care Employee will not be directed to work in excess of their rostered ordinary hours at the Ordinary Rate. Where the part-time Employee is directed by the Employer to work in excess of their rostered ordinary hours (**Additional Hours**) the Employee will be paid in accordance with clause 14 – Overtime, for such Additional Hours.

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- (iv) Regis will use its best endeavours to provide contracts to its part-time Employees which are reflective of the Employee's quantum of permanent rostered hours per fortnight.
 - (v) Unless otherwise indicated or required by the context, the terms of this Agreement apply to part time Employees on a pro rata basis, in the same proportion as the Employee's contract hours bear to ordinary full-time hours.
- (d) Casual Employees
- (i) The definition of a Casual Employee is set out in the NES.
 - (ii) Casual Employees will be paid for each ordinary hour worked at the applicable Ordinary Rate for the classification in which they are employed, plus a casual loading of 25%. Casual Employees are paid a casual loading in compensation for not having entitlements under the NES and this Agreement to paid annual leave, paid personal leave, paid compassionate leave, payment for public holidays not worked, payment in lieu of notice of termination and redundancy pay. A casual Employee is not entitled to paid leave entitlements set out in this Agreement unless expressly provided otherwise.
 - (iii) Casual Employees will not be entitled to the following entitlements set out in this Agreement:
 - (1) Annual leave.
 - (2) Paid personal leave.
 - (3) Paid compassionate leave.
 - (4) Parental leave (unless they are otherwise entitled to parental leave under the Act).
 - (5) Payment for public holidays taken (and not worked) by the Employee.
 - (6) Accrued days off.
 - (7) Paid jury service leave.
 - (8) Flexible working arrangements (except as provided by the Act).
 - (9) Notice of termination.
 - (10) Redundancy.
 - (iv) Where a casual Employee is engaged to work a shift that attracts a weekend or shift penalty, these penalties will be calculated on the Ordinary Rate (exclusive of casual loading) with the casual loading component then added to the penalty rate of pay. The penalty rate shall not be compounded by the casual loading.
 - (v) Casual Conversion
 - (1) The Employer will make an offer to a casual Employee to convert to full time or part time employment if:
 - (A) the Employee has been employed by the Employer for a 12 month period; and
 - (B) during at least the last 6 months of that period, the Employee has worked a regular pattern of hours on an ongoing basis which, without significant adjustment, the Employee could continue to work

as a full-time Employee or a part-time Employee (as the case may be).

- (2) Notwithstanding sub-clause (i), the Employer is not required to make an offer of full time or part time employment to a casual Employee if there are reasonable grounds not to make the offer, and the reasonable grounds are based on facts that are known, or reasonably foreseeable, at the time of deciding not to make the offer.
- (3) The nature and process to be undertaken in relation to an offer to a casual Employee of full time or part time employment, and an Employee's residual right to request casual conversion, is set out in the NES.

(e) Maximum Term Contracts

- (i) Subject to applicable limitations and requirements set out in the Act, employees may be engaged in writing for a specified period of time, task, or season, without an expectation of ongoing work after the specified end date/completion event – subject to applicable early termination provisions. Maximum term contracts will only to be used for genuine maximum term arrangements and it is not intended that they will be used to undermine the job security of permanent employees.

8 Remuneration

(a) Rates of pay

- (i) Employees will be paid at the Ordinary Rates, per the prescribed dates of effect, set out in Annexures A and B to this Agreement, (as applicable to a particular Employee).

(b) Wage increases

- (i) The Ordinary Rates, as increased, are as set out in Annexures A and B of this Agreement.
- (ii) Any further wage increases shall be at the discretion of the Employer unless the Ordinary Rates fall below the applicable minimum rates of pay in the relevant modern award.

(c) Once-off lump sum payment

- (i) Full and part time employees, classified as Aged Care Employees or Enrolled Nurses, subject to their calculated full-time equivalency (**FTE**), will receive a once-off lump sum payment as follows:

FTE	Lump Sum Payment (\$) (gross)
Full Time Employee (100% FTE)	\$2500
Greater than 75% FTE but less than 100% FTE	\$2000
Greater than 50% FTE and up to 75% FTE	\$1000
25% FTE and up to 50% FTE	\$800

Less than 25% FTE	\$500
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- (ii) Casual Employees, employed during the access period and who work at least one shift in the two weeks prior to the Commencement, will be entitled to a \$500 (gross) lump-sum payment.
 - (iii) An Employee's FTE for the purposes of this clause is calculated according to the Employee's paid ordinary hours in the period commencing 12 months prior to the Commencement Date and up to the Commencement Date (inclusive), divided by the equivalent full-time hours for the same period.
 - (iv) The lump sum payment will be payable by the Employer to Employees within 28 days from the Commencement Date.
 - (v) For avoidance of doubt, the lump sum payment amounts referred to in this clause are gross (pre-tax) figures subject to applicable taxation.
- (d) Payment of Wages
- (i) Wages are to be paid fortnightly, by way of electronic funds transfer into the Employee's nominated bank or financial institution account.
 - (ii) The Employer will not be in breach of its obligations, and will not be held liable, where the Employer's ability to comply with the requirements of subclause (c)(i) is prevented by reason of an event outside the control of the Employer, including delay caused by bank error or a public holiday.
- (e) Progression through pay points
- (i) Progression through pay points of a classification, as set out in Annexures A and B to this Agreement, for which there is more than one pay point will be as follows:
 - (1) Full time Employees – incremental progression to the next pay point will occur 12 months from the date of the Employee's appointment to their existing pay point.
 - (2) Casual and Part time Employees – incremental progression to the next pay point will occur where an Employee has:
 - (A) 1560 hours experience at their existing pay point; and having regard to the acquisition and use of skills and knowledge gained through experience in the practice settings over such a period as determined by the Employer; and
 - (B) at least 12 months' experience in the existing pay point.

9 Superannuation

- (a) Compulsory superannuation contributions
- (i) The Employer shall make superannuation contributions for the benefit of each Employee to a compliant superannuation fund nominated by an Employee in such amount as is required so as to avoid the Employer being required to pay the superannuation guarantee charge under the Superannuation Law with respect to that Employee.
 - (ii) In the absence of a complying nomination in accordance with 10.1(a), or a stapled fund per Superannuation Law, contributions under clause 9(a)(i) will be

made to Health Employees Superannuation Trust of Australia (HESTA), subject to its trust deed dated 23 July 1987, as amended from time to time (**Default Fund**). The Default Fund offers a MySuper product.

- (b) Salary sacrifice of superannuation
- (i) The Employer may make contributions to an Employee's nominated superannuation fund over and above any contributions required by clause 9(a) in accordance with a valid written salary sacrifice agreement between the Employer and the relevant Employee in the form determined by the Employer from time to time and in accordance with any relevant policy that may be established by the Employer from time to time.
 - (ii) Where an Employer makes contributions to the Employee's nominated superannuation fund on behalf of the relevant Employee in accordance with clause 9(b)(i), any contributions required by clause 9(a) shall be based on the relevant Employee's Ordinary Time Earnings as determined immediately before entering into a salary sacrifice agreement under clause 9(b)(i).

10 Hours of work

- (a) Ordinary hours of work
- (i) Ordinary hours of work shall be arranged by the Employer to meet the operational requirements of the business. The ordinary hours of an Employee:
 - (1) will not exceed 76 hours in a two-week period (or, if otherwise agreed, an average of no more than 38 hours per week for a period not exceeding 4 weeks).
 - (2) will not exceed the maximum hours per shift prescribed by subclause 10(c) exclusive of unpaid meal breaks,
 - (3) subject to Broken Shift provisions in the Agreement, will be worked continuously on any day or shift (excluding any unpaid meal break provided for by this Agreement).
 - (4) in the case of a Day Worker, will not be worked on a weekend or before 6.00am or after 6.00pm on any day, Monday to Friday.
- (b) Minimum hours per shift
- (i) The minimum number of ordinary hours per shift is three hours.
 - (ii) Where an Employee is required to attend compulsory paid training or a compulsory meeting as required by the Employer, the minimum number of hours will be one hour per occasion.
- (c) Maximum hours per shift
- (i) The maximum number of ordinary hours per shift, other than for a night shift, is 8 hours. By mutual agreement between the Employer and the Employee, the maximum number of ordinary hours per shift may be extended to up to 10 hours.
 - (ii) The maximum number of ordinary hours for a night shift is 10 hours.
 - (iii) Subject to the arrangements set out at clause 7(c)(ii) and 7(c)(iii) for part-time Employees, where there is mutual agreement to extend an ordinary shift of less

than 10 hours duration, to 10 ordinary hours, any hours worked in excess of 10 hours shall be paid at the applicable overtime penalty rate.

(d) Breaks between shifts

- (i) The normal break between regularly rostered shifts is 10 hours. However, the Employer and an Employee may agree to a minimum break of eight hours between ordinary rostered shifts (other than broken shifts) on successive days.
- (ii) Where an Employee elects to work an additional non-rostered shift, the minimum break between shifts will be no less than 8 hours.

(e) Broken shifts

- (i) For the purposes of this clause 10, a **broken shift** means a shift worked by an Employee that includes breaks (other than a meal break) as set out in this clause 10(e).
- (ii) The maximum spread of hours for a broken shift is 12 hours.
- (iii) The total hours worked on a broken shift will not exceed eight hours over two duty periods, with a minimum of three hours and a maximum of five hours, in any single duty period.
- (iv) Broken duty shifts must only be worked where there is mutual agreement between the Employer and the Employee.
- (v) An Employee must receive a minimum break of 10 hours between broken shifts rostered on successive days.

(f) Days Off in a Roster Cycle

- (i) Employees will be entitled to not less than the following number of days, free from duty:
 - (1) eight full days in each four-week period;
 - (2) four full days in each two-week period; or
 - (3) two full days in each week.
- (ii) Such rostered days off shall, where practical, include from midnight to midnight and should provide one of the following combinations (per two-week period):
 - (1) two periods comprising two consecutive days each;
 - (2) three consecutive days and one stand-alone day; or
 - (3) one period of four consecutive days,

provided that any one of these combinations may be amended to two single days each week by mutual agreement.

11 **Accrued days off**

(a) Accrual of ADOs

- (i) A system of accrued days off (**ADOs**) may operate for Full time Employees by agreement between the Employer and Employee(s) concerned.
- (ii) A full time Employee will work an average of 38 hours per week over a four-week period as 19 shifts of eight hours over four weeks. The Employee will be paid for

76 hours for each two-week period (i.e. 7 hours and 36 minutes per day), and will work:

- (1) five shifts of eight hours each (40 hours per week) during three of the four weeks; and
 - (2) 4 shifts of eight hours each (32 hours in total) in one of the four weeks with an accrued paid day off of eight hours (**ADO**).
- (iii) The Employer and a Full time Employee may agree in writing to a different ADO arrangement to that set out in clause 11(a)(ii).
 - (iv) ADOs are to be taken at a time agreed between the Employer and a Full time Employee.
 - (v) Where a Full time Employee takes paid leave, the leave that will be deducted from the Employee's leave entitlement or accrual will be equal to the Employee's ordinary hours of work for the period of leave so that the Employee will accrue credit towards their ADO.
 - (vi) Where an Employee takes unpaid leave they will accrue the appropriate credit without pay for the ADO.
 - (vii) A Full time Employee may request to work their ordinary hours in a manner that does not accrue ADOs and the Employer will not unreasonably refuse the request.
 - (viii) The Employer may at any time review the ADO system and where it is found to be adversely affecting the operations of the business, the Employer may terminate the ADO system by providing four weeks' notice in writing to the Full time Employee(s) concerned.
 - (ix) For the avoidance of doubt, a system of ADOs shall not apply to Part time or Casual Employees.
- (b) Cashing in and payment on termination
- (i) An Employee may at any time, by written agreement with the Employer, be paid for any or all of the ADOs standing to the Employee's credit in lieu of taking the time off. ADOs will be paid at the Ordinary Rate.
 - (ii) An Employee will be paid at their Ordinary Rate for any untaken ADOs on termination of their employment.
 - (iii) Payment under this clause 11 will be on an 'hour for hour' basis.

12 Rosters

- (a) Rostering is subject to the service delivery needs of each of the Employer's facilities. The Employer will post a fortnightly roster at least 14 days prior to the commencement of each roster period.
- (b) Once published, the Employer may alter an Employee's rostered ordinary hours:
 - (i) at the Employee's request or by mutual agreement with the Employee; or
 - (ii) to enable the functions of the Employer to be carried out where another Employee is absent from work due personal/ carer's leave, compassionate leave, family and domestic violence leave, or in an emergency.

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- (c) In circumstances outside those set out at clause (b), where the Employer requires a change of roster, 7 days' notice of the change will be given by the Employer to the Employee. Provided that, where such alteration to a roster requires an Employee to work on a day that would have been the Employee's day off, the day off instead will be mutually arranged.
 - (d) Nothing in this clause prevents the Employer from reasonably requiring an Employee to work overtime in addition to rostered ordinary hours.
 - (e) For the avoidance of doubt, any additional ordinary hours of work requested by the Employee will be paid at the Ordinary Rate.
 - (f) If there is an issue arising individually or collectively regarding the roster the Employee(s) are encouraged to raise the issue at the workplace level.

13 Higher grade duties

- (a) Where an Aged Care Employee is required (and approved) by the Employer to relieve another Employee in a higher classification level, the Employee will be entitled to payment at the wage rate for the higher classification for:
 - (i) the time so worked for two hours or less on a shift; or
 - (ii) full shift where the time so worked exceeds two hours.
- (b) Where a Nursing Employee is required to relieve another Employee in a higher classification level, the Employee will be paid at the higher classification rate, provided the relieving period is for three (3) days or more.
 - (i) Notwithstanding subclause (b), a Registered Nurse may be appointed to undertake the in-charge of Facility (and be paid at the rate of a Level 3 RN) on a per shift basis as required by the Employer.
- (c) Higher grade duties must be authorised by the relevant authorised management representative.

14 Overtime

- (a) Overtime hours
 - (i) The Employer may request that an Employee work reasonable additional hours to their ordinary hours of work (**Overtime**).
 - (ii) For the purposes of this Agreement, Overtime means work that is performed:
 - (1) in excess of the ordinary hours specified in clause 10(a);
 - (2) by a Full-Time Employee, in excess of the Employee's rostered ordinary hours of work on any one shift or day;
 - (3) by a Part-Time Nursing Employee, in excess of the rostered daily ordinary full-time hours – subject to clause 7(c)(ii);
 - (4) by a Part-Time Aged Care Employee, in excess of the maximum hours per shift set out at clause 10(c) – subject to clause 7(c)(iii)(2); or
 - (5) by a Casual Employee, in excess of the maximum hours per shift set out at clause 10(c);

(6) by a Day Worker, outside the span of ordinary hours specified in clause 10(a)(i)(4).

(iii) An Employee will only be paid for one period of Overtime, even if the Overtime the Employee works could be classified as one or more of the periods of Overtime set out in clause 14(a) above.

(b) Calculation of Overtime

(i) Approved Overtime for Employees (excluding casual Employees) will be paid as follows:

(1) Overtime worked by a full-time or Part time Nursing Employee on:

Monday to Saturday	will be paid at the 150% of the Ordinary Rate for the first 2 hours and the 200% of the Ordinary Rate thereafter
Sunday	will be paid at the 200% of the Ordinary Rate
Public Holiday	will be paid at the 250% of the Ordinary Rate

(2) Overtime worked by a full time or part time Aged Care Employee on:

Monday to Friday	will be paid at the 150% of the Ordinary Rate for the first 2 hours and the 200% of the Ordinary Rate thereafter
Saturday	will be paid at the 200% of the Ordinary Rate, excepting where such overtime is performed by a part time Employee by working in excess of 10 hours on any one day or shift will be paid at the 150% of the Ordinary Rate for the first 2 hours and the 200% of the Ordinary Rate thereafter
Sunday	will be paid at the 200% of the Ordinary Rate
Public Holiday	will be paid at the 250% of the Ordinary Rate

(ii) Approved Overtime for casual Employees (in lieu of the casual loading) will be paid as follows:

(1) Overtime worked by a Nursing Employee on:

Monday to Saturday	will be paid at the 187.5% of the Ordinary Rate for the first 2 hours and the 250% of the Ordinary Rate thereafter
Sunday	will be paid at the 250% of the Ordinary Rate
Public Holiday	will be paid at the 312.5% of the Ordinary Rate

(2) Overtime worked by an Aged Care Employee on:

Monday to Friday	will be paid at the 187.5% of the Ordinary Rate for the first 2 hours and the 250% of the Ordinary Rate thereafter;
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Saturday	will be paid at the 250% of the Ordinary Rate, excepting: where such overtime is performed by working in excess of 10 hours on any one day or shift, it will be paid at the 187.5% of the Ordinary Rate for the first 2 hours and the 250% of the Ordinary Rate thereafter.
Sunday	will be paid at the 250% of the Ordinary rate
Public Holiday	will be paid at the 312.5% of the Ordinary Rate

(iii) Overtime rates in this clause are in substitution for and not cumulative upon shift and weekend penalties prescribed in clause 15 of this Agreement.

(c) Authorisation to work Overtime

Employees will not be paid for Overtime unless the Overtime the Employee works was authorised by the Employer prior to the Employee working the Overtime.

(d) Rest period after Overtime

(i) An Employee, other than a Casual Employee, who works so much overtime between the termination of their ordinary work on any day or shift and the commencement of their ordinary work on the next day or shift, that they have not had at least 10 consecutive hours off duty between those times, will be released after completion of such overtime until they have had 10 consecutive hours off duty without loss of pay for rostered ordinary hours occurring during such absence.

(ii) If on the instructions of the Employer, such an Employee resumes or continues work without having had 10 consecutive hours off duty, they will be paid at the rate of **200%** of the Ordinary Rate until they are released from duty for such rest period and they will then be entitled to be absent until they have had 10 consecutive hours off duty without loss of pay for rostered ordinary hours occurring during such absence.

15 Penalty rates

(a) Shift penalties

(i) In addition to the Ordinary Rate for a shift, where a Nursing Employee's ordinary shift:

(1) commences at or after 12 noon (**afternoon shift**) the Employee will be paid a penalty of 15% of the Ordinary Rate.

(2) commences on or after 6.00 pm or before 6.00 am the following day and the major portion of the shift is worked between 6.00 pm and 6.00 am (**night shift**), the Employee will be paid a penalty of 20% of the Ordinary Rate.

(3) The provisions of this clause do not apply where an Employee commences their ordinary hours of work after 12.00 noon and completes those hours at or before 6.00 pm on that day.

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- (ii) In addition to the Ordinary Rate for a shift, where an Aged Care Employee's ordinary shift:
 - (1) commence at 10.00am and before 12 noon and finish at or after 4:00pm (**early afternoon shift**) the Employee will be paid a shift penalty of 10% of the Ordinary Rate;
 - (2) commences at or after 12 noon and before 4.00pm (**afternoon shift**) the Employee will be paid a penalty of 15% of the Ordinary Rate;
 - (3) commences at 4.00pm and before 4.00am (**night shift**), the Employee will be paid a penalty of 20% of the Ordinary Rate.
 - (4) commences at 4.00am and before 6.00am (**early morning shift**), the Employee will be paid a penalty of 10% of the Ordinary Rate.
 - (5) The shift penalties in subclause 15(a)(ii) will operate on and from the Commencement Date.
 - (6) Provided that a Part-time or Casual Employee will only be entitled to the shift penalties where their shift commences prior to 6.00 am or finishes after 6.00 pm.
 - (iii) A casual Employee will be paid the above shift penalties calculated on the Ordinary Rate (excluding the casual loading) with the casual loading then added to the penalty rate of pay.
 - (iv) Shift Penalties prescribed in this clause will not apply to ordinary hours performed by an Employee on a Saturday, Sunday or Public Holiday.
- (b) Weekend penalties
- (i) All ordinary hours worked between midnight Friday and midnight Saturday will be paid at the 150% of the Ordinary Rate.
 - (ii) All ordinary hours worked between midnight Saturday and midnight Sunday will be paid at the 175% of the Ordinary Rate.
 - (iii) A casual Employee (in lieu of the rates set out above at subclauses (i) and (ii) and the casual loading) will be paid for all ordinary hours worked between:
 - (1) midnight Friday and midnight Saturday at the 175% of the Ordinary Rate;
 - (2) midnight Saturday and midnight Sunday at the 200% of the Ordinary Rate.

16 Allowances

(a) Uniforms

Employees required by the Employer to wear uniforms will be supplied with an adequate number of uniforms appropriate to the occupation free of cost to Employees.

(b) Laundry allowance

- (i) All Employees required by the Employer to wear a uniform are entitled to a laundry allowance at the rate set out at Annexure A or B.
- (ii) The laundry allowance set out is not payable for any paid or unpaid absences of the Employee.

(c) Foul and Nauseous linen allowance

(i) Where an Aged Care Employee has notified the Employer, and received approval to engage in work:

- (1) handling linen of a nauseous nature, other than linen sealed in fit for purpose bags or containers, and/or
- (2) which is of an unusually dirty or offensive nature having regard to the duty normally performed by such Employee in such classification,

the Employee will be paid an allowance as set out at Annexure B per hour or part thereof so engaged. Any Employee who is entitled to be paid the allowance will be paid a minimum sum set out at Annexure B for such work performed in any week.

(d) Salary Sacrifice & Salary Packaging Allowance

(i) Employees of Presbyterian Care Tasmania (“PCT”) as at 21 April 2017 receiving a salary sacrifice arrangement that transferred to the Employer on 1 August 2017 will continue to receive a “grossed up” salary sacrifice allowance in lieu of their previous salary sacrifice arrangement with PCT. The salary sacrifice allowance is a fixed allowance that is not subject to any variation or increase.

(e) Qualification allowance - Registered and Enrolled Nurses

(i) Subject to the criteria set out in this clause 16(e) a Permanent Nursing Employee employed as a Registered Nurse or Enrolled Nurse may be eligible to be paid a qualification allowance set out in the table below.

Qualification	Allowance (% of Ordinary Rate)
Post Basic Hospital Certificate or Graduate Certificate (or equivalent)	4.0% of the Employee’s Ordinary Rate
Post Graduate Diploma or Degree (or equivalent) (other than a nursing undergraduate degree), or a double degree or honours degree	6.5% of the Employee’s Ordinary Rate
Masters (including a Masters degree completed prior to, or that leads to registration)	7.5% of the Employee’s Ordinary Rate
Doctorate	8.5% of the Employee’s Ordinary Rate

(ii) A Registered Nurse or Enrolled Nurse holding more than one qualification is only entitled to one qualification allowance, being the allowance for the highest qualification held.

(iii) Payment of the qualification allowance is subject to the majority of the qualification being directly relevant to the Employee’s employment. Relevant qualifications, are those that are applicable or transferable to the delivery of care to older people in residential aged care including, but not limited to: palliative

care, dementia care, gerontology, psychogeriatric care, wound care and infection control care. Other considerations of relevance may include:

- (1) the clinical or other area of work of the Registered Nurse or Enrolled Nurse;
 - (2) the classification and position description of the Registered Nurse or Enrolled Nurse;
 - (3) whether the qualification would assist the Registered Nurse or Enrolled Nurse in performing their role and/or assist in maintaining quality patient care and/or assist in the administration of the ward/unit/area in which the Registered Nurse or Enrolled Nurse is employed;
 - (4) for the avoidance of doubt, a qualification allowance cannot be claimed by a Registered Nurse or Enrolled Nurse in respect of their base qualification leading to registration as a Registered Nurse or Enrolled Nurse with the exception of:
 - (A) a double degree;
 - (B) a four year degree;
 - (C) an honours degree;
 - (D) a Masters degree;
 - (E) a Doctorate.
- (iv) Certificates obtained from training or education facilities will be recognised provided that the programmes are equivalent to a University/Graduate certificate and the training/education facility verifies that in writing.
- (v) An Employee claiming entitlement to a qualification allowance must provide to the Employer, appropriate evidence that the Employee holds the qualification for which the entitlement is claimed or has qualified for the award of the qualification. An Employee will meet the evidence requirements when they have provided the Employer with evidence from the education/training provider that would satisfy a reasonable person that the Employee has obtained the qualification or has satisfied the academic requirements for the award of the qualification.
- (vi) Where an Employee fails to provide evidence to the Employer of the qualification until such time as the Employee provides such evidence to the Employer, the Employee shall not be entitled to payment of a qualification allowance. Payment of the qualification allowance shall be made on and from the date that the evidence is provided.
- (vii) The qualification allowances are paid on ordinary hours worked.
- (viii) The qualification allowances will also be paid during all periods of paid leave, except personal leave which exceeds 21 days duration and long service leave.
- (f) Tool Allowance
The Employer provides Employees classified as Chefs and Cooks the tools necessary for the performance of their required duties.
- (g) Medications Administration Allowance

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- (i) Aged Care Employee – Direct Care employees specifically designated and rostered to perform medications administration shall be paid an allowance of \$1.00 per hour for all hours so worked.
 - (ii) Employees able to assume the responsibility of this role must have and must maintain their medication competency at all times in accordance with the Employer's standard.
 - (iii) Payment of this allowance shall commence on and from the Commencement Date.

17 Meal breaks and rest pauses

(a) Meal Breaks

- (i) Where an Employee is rostered to work at least five hours on a single shift, the Employee will be entitled to an unpaid meal break of at least 30 minutes.
- (ii) Nursing Employees
 - (1) Where a Nursing Employee is required by the Employer to remain on premises and be available during their meal break, but is free from duty, the meal break will be paid at an amount equivalent to the Employee's Ordinary Rate for the 30-minute meal break (**Meal Break Allowance**). This meal period will not count as time worked and is not used in calculating ordinary hours for the purposes of overtime or penalties.
 - (2) Where a Nursing Employee, excluding the RN In-Charge (however titled), is required by the Employer to perform work or is recalled to duty during a meal break (Interrupting Work), in lieu of the Meal Break Allowance, the Employee will be paid at 200% of the Ordinary Rate for all time worked until the meal break (or the balance of the meal break) is taken, noting that such time outside the meal break period will be counted as ordinary hours worked – despite being paid at the overtime penalty rate of 200%). Unless authorised otherwise by the Employer, the Employee must immediately commence their meal break (or the remainder of such meal break) upon the conclusion of the Interrupting Work.
 - (3) Notwithstanding the arrangements set out at (ii)(1) and (2) above, a sole afternoon or night duty in-charge registered nurse, required and rostered by the Employer to remain on premises, be available during their meal break, and engage in Interrupting Work (if required), will be paid the Meal Break Allowance for the rostered meal break period. Time worked during a meal break, compensated by way of payment of the Meal Break Allowance, is not used in calculating ordinary hours for the purposes of overtime or penalties.
- (iii) Aged Care Employees
 - (1) Where an Aged Care Employee is required by the Employer:
 - (A) to remain available to attend to duty;
 - (B) to perform work; or
 - (C) is recalled to duty,

during a meal break, the Employee will be paid at 200% of the Ordinary Rate for the period so required and all time worked until the meal break (or the balance of the meal break) is taken.

- (iv) Unless authorised otherwise by the Employer, the Employee must immediately commence their meal break (or the remainder of such meal break) upon the conclusion of:
 - (1) the Interrupting Work in the case of Nursing Employees per subclause (ii)(2);
 - (2) the requirements set out at (iii)(1)(A) to (iii)(1)(C) for Aged Care Employees.

Any Interrupting Work or arrangements per (iii)(1)(A) to (iii)(1)(C) must be authorised by the General Manager (or their equivalent) or their delegate.

- (b) Any Interrupting Work must be authorised by the General Manager (or their equivalent) or their delegate.

- (c) Meals Provided

- (i) Where an Employee is required to work more than one hour of overtime after their rostered finishing time, the Employer will either supply the Employee with a meal, or pay the Employee an allowance as set out in Annexure A (Nursing Employees) and Annexure B (Aged Care Employees) provided that where such overtime work exceeds four hours the further meal allowance set out in Annexure A (Nursing Employees) and Annexure B (Aged Care Employees) will be paid.

- (d) Rest Pauses

- (i) Employees will be entitled to a rest pause of 10 minutes duration within each period of four ordinary hours of work.
- (ii) Where an Employee works a shift which exceeds eight hours duration, the Employee may request to combine two rest pauses into one 20 minute rest pause which request shall not unreasonably be refused by the Employer.
- (iii) Rest pauses are to be taken at a time agreed between the Employer and the Employee.
- (iv) Rest pauses will be counted as time worked.

- (e) Meal break transition allowance

- (i) The Meal Break Transition Allowance set out at clause 14.4 of the *Regis Aged Care, ANMF & HACSU Enterprise Agreement – Tasmania 2017*, will continue to be paid to Eligible Employees for a period of three months from the Commencement Date.
- (ii) For the purposes of this clause:
 - (1) The Meal Break Transition Allowance is \$1.00 per hour, paid to Eligible Employees, for each hour worked during any shift exceeding five ordinary hours (including hours worked as overtime and on Public Holidays).
 - (2) an Eligible Employee is an employee being paid the Meal Break Transition Allowance prior to the Commencement Date.

18 Annual leave

(a) Entitlement to annual leave - Non shift workers

- (i) Full time Employees are entitled to annual leave in accordance with the following:
 - (1) **Nursing Employees:** five weeks of paid annual leave for each year of service with the Employer.
 - (2) **Aged Care Employees:** four weeks of paid annual leave for each year of service with the Employer.
- (ii) Part time Employees are entitled to paid annual leave calculated as a pro rata amount of the full time entitlement set out in clause 18(a)(i).
- (iii) Casual Employees are not entitled to annual leave.

(b) Entitlement to annual leave - Shift workers

- (i) For the purposes of the NES and this clause, a full time Employee employed as a shift worker is entitled to annual leave as follows:

Type of Employee	Shiftworker Definition	Entitlement
Nursing Employee	An Employee who is regularly rostered over seven days of the week and works on 20 weekend days (for clarity, the days worked must include a combination of Saturdays and Sundays – being a total of 20 separate occasions); or An Employee who is regularly rostered to work over seven days of the week; and regularly works on weekends.	Six weeks annual leave per annum
Aged Care Employee	An Employee who is regularly rostered to work their ordinary hours outside the ordinary hours of work of a Day Worker and/or an Employee who works more than four ordinary hours on 10 or more weekends (being work in ordinary time on a Saturday and/or Sunday in any one calendar week)	Five weeks annual leave per annum

- (ii) A part time Employee employed as a shift worker is entitled to paid annual leave calculated as a pro rata amount of the full-time equivalent set out in clause 18(b).

(c) Payment for annual leave

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- (i) Employees will be paid their Ordinary Rate during a period of annual leave.
 - (ii) In addition to their Ordinary Rate, an Employee, other than a shift worker, will be paid an annual leave loading of 17.5% of their Ordinary Pay on a maximum of 152 hours/four weeks annual leave per annum.
 - (iii) Shift workers, in addition to their Ordinary Pay, will be paid the higher of:
 - (1) 17.5% of their Ordinary Pay; or
 - (2) the weekend and shift penalties the Employee would have received had they not been on leave during the relevant period.
 - (iv) For clarity, an Employee who is paid the 17.5% loading on annual leave, is paid this leave loading in compensation for being unable to work overtime while on annual leave.
- (d) Accruing and taking annual leave
- (i) Annual leave accrues and is credited in accordance with the Act according to an Employee's ordinary hours of work. Annual leave is cumulative.
 - (ii) Subject to clause 18(e), annual leave is to be taken at a time agreed between the Employer and Employee. The Employer will use its best endeavours to accommodate the Employee's request to take annual leave on particular dates. However, this is subject to the business requirements of the Employer.
 - (iii) Unless otherwise agreed between the Employer and Employee, the Employee must provide to the Employer at least four weeks' notice prior to the time the Employee wishes to commence annual leave.
- (e) Direction to take annual leave
- (i) Notwithstanding the provisions of subclause 18(d), the Employer may direct an Employee to take a period of annual leave in accordance with this subclause. Where an Employee has accrued more than:
 - (1) **Aged Care Employees:** 8 weeks paid annual leave, (10 weeks in the case of shift workers as defined in this clause);
 - (2) **Nursing Employees:** 10 weeks paid annual leave, (12 weeks in the case of shift workers as defined in this clause);such Employee has accrued excessive annual leave (**Excessive Leave**).
 - (ii) Prior to the Employer issuing a direction for an Employee to take a period of annual leave in accordance with subclause (i), where an Employee has accrued Excessive Leave, the Employer will engage in discussions with the Employee to schedule leave within an agreed upon time.
 - (iii) If an agreement cannot be reached in accordance with subclause (ii), the Employer may require the Employee to take such leave at a time directed by the Employer. The direction to take such leave will be provided by the Employer to the Employee in writing, provided that any such direction by the Employer for an Employee to take a period of annual leave must:
 - (1) not occur until the Employer has afforded the Employee a reasonable opportunity to submit a leave plan to reduce their annual leave balance. The Employer will not unreasonably refuse to agree to a leave reduction

plan which includes for example saving leave for an extended holiday within 12 months of the date of agreement;

- (2) relate to a minimum period of leave of one week;
- (3) provide at least 8 weeks' notice; and
- (4) ensure the Employee maintains at least 4 weeks' annual leave.

(f) Shut-down or partial shut-down periods

Where the Employer shuts down the part of the business in which the Employee works, arising from circumstances beyond the Employer's control, including but not limited to Government health directives or other state of emergency directives, an Employee must take annual leave if they are directed to do so by the Employer, upon the Employer giving one weeks' notice of such to the Employee(s). If the Employee does not have sufficient annual leave accrued to cover the shut-down period, he/she may be required to take unpaid leave.

(g) Cashing out of annual leave

- (i) An Employee may cash out a period of annual leave provided that:
 - (1) subject to clause 18(g)(ii), the Employee has taken paid annual leave of no less than two weeks during the 12 months immediately preceding the Employee's request to cash out a period of annual leave;
 - (2) the Employee and the Employer agree in writing to cash out the period of annual leave;
 - (3) after cashing out the period of annual leave the Employee has a balance of no less than four weeks' of annual leave remaining
- (ii) If the Employee has not taken at least two weeks of annual leave during the 12 months immediately preceding the Employee's request to cash out a period of annual leave, then the Employer may only agree to cash out annual leave if the Employee agrees that within three months of the cashing out event, the Employee will take the required amount of annual leave to ensure that the Employee has taken at least two weeks annual leave. This is subject to the requirement under clause 18(g)(i)(3) that the Employee maintains an annual leave balance of at least four weeks after the cashing out event.
- (iii) If an Employee cashes out annual leave in accordance with clause 18(g)(i), the Employee will receive the amount of pay the Employee would have received had the Employee taken the period of annual leave.

(h) Payment of annual leave on termination of employment

Any accrued but untaken annual leave will be paid out on termination of employment in accordance with the Employee's Ordinary Rate. Employees will also be paid annual leave loading of 17.5% on accrued but untaken annual leave (or in the case of employees defined as shift workers in clause 18(b), the amount they would have been paid had they taken that leave calculated in accordance with section 18(d)).

19 Personal leave

(a) Paid sick leave and carer's leave

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- (i) Permanent Employees are entitled to paid personal/ carer's leave at the Ordinary Rate:
 - (1) in the event of their illness or injury (sick leave); or
 - (2) to provide care or support (carer's leave) to a member of the Employee's Immediate Family or member of the Employee's household in the event of:
 - (A) an illness or injury of the member; or
 - (B) in case of an unexpected emergency affecting the member.
 - (ii) Casual Employees are not entitled to paid personal/carers leave.
 - (b) Amount of personal leave
 - (i) Full time Employees are entitled to 10 days' paid personal leave for each year of service with the Employer
 - (ii) Part time Employees are entitled to paid personal leave calculated as a pro rata amount of the full-time entitlement to 10 days' paid personal leave for each year of service with the Employer
 - (c) Accrual of personal leave

Paid personal leave accrues progressively during a year of service according to an Employee's ordinary hours of work and accumulates from year to year.
 - (d) Unpaid carer's leave
 - (i) All Employees, including casual Employees, are entitled to two days' unpaid carer's leave per occasion in the event an Immediate Family member or member of the Employee's household requires care or support because of:
 - (1) a personal illness, or injury, of the member; or
 - (2) an unexpected emergency affecting the member.
 - (ii) The two days' unpaid carer's leave do not need to be taken consecutively.
 - (iii) Permanent Employees are only entitled to unpaid carer's leave if they have exhausted their accrued paid personal leave entitlements.
 - (e) Notification and evidence requirements
 - (i) Where an Employee is unfit to attend for work by reason of personal injury or illness or is absent by reason of carer's leave in accordance with clause (a), the Employee must notify the Employer at least two hours prior to the Employee's normal starting time on the day of absence or, where this is not possible, as soon as practicable thereafter (which may be a time after the commencement of personal leave). An Employee must also advise the period or, expected period, of the absence.
 - (ii) Where the Employee has given notice of the taking of personal/carers leave under this clause, the Employee is required to provide evidence in the form of a medical certificate from a registered Health Practitioner of the absence where the absence:
 - (1) is 2 or more consecutive days;
 - (2) abuts a public holiday or annual leave.

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- (iii) Subject to compliance with clause (e)(ii):
 - (1) the first three single days of personal/carer's leave in any 12-month period of employment do not require provision of evidence to the Employer;
 - (2) the fourth and any subsequent days of personal/carer's leave, in any 12-month period of employment require evidence in the form of a medical certificate from a registered Health Practitioner or statutory declaration.
 - (iv) Non-provision of any necessary evidence will result in the day being an unpaid personal/carer's leave day as well as representing non-compliance with this requirement.
 - (v) An Employee that has been medically diagnosed with either Gastroenteritis or Influenza can access a separate, dedicated pool of 10 personal leave days per year; pro rata for part time Employees. These 10 days per year are only available in the event of medically diagnosed Gastroenteritis or Influenza and are in addition to the standard 10 days personal leave per year set out at subclause (b) and do not accrue. This leave can only be taken in each 12-month period of each anniversary of employment.
 - (1) To access this separate, dedicated pool of personal leave, strict evidentiary requirements apply. For each day of leave taken a medical certificate must record a positive test result (specifically a stool or swab test) for Gastroenteritis or Influenza.
 - (2) The Employer will refund in full the reasonable costs of the medical test.

20 Compassionate leave

- (a) Employees are entitled to up to five days compassionate leave (whether taken together or separately) for each occasion when:
 - (i) a member of the Employee's Immediate Family or a member of the Employee's household:
 - (1) contracts or develops a personal illness that poses a serious threat to his or her life; or
 - (2) sustains a personal injury that poses a serious threat to his or her life; or
 - (3) dies.
 - (4) A child is stillborn, where the child would have been a member of the Employee's immediate family, or a member of the Employee's household, if the child had been born alive.
 - (5) the Employee, or the Employee's spouse or de facto partner, has a miscarriage.
 - (ii) In circumstances where the Employee is involved in funeral arrangements, or excessive travel, the Employer can exercise discretion to allow extra days compassionate leave. The exercise of such discretion will be exercised in a reasonable manner.
 - (iii) Where an Employee who has given notice to the Employer of taking compassionate leave under this clause, the Employer may require reasonable

evidence of such, including a medical certificate stating that the condition is life threatening or satisfactory evidence of a death.

- (iv) Permanent Employees are entitled to be paid for compassionate leave taken under clause 20(a) at the Ordinary Rate. For Casual Employees the entitlement to compassionate leave is unpaid leave.
- (v) An Employee may make application for additional unpaid compassionate leave.

21 Parental leave

(a) Parental Leave Entitlement

- (i) Employees are entitled to unpaid Parental Leave (birth related leave and adoption related leave) in accordance with the provisions contained in the NES (**Eligible Employees**).
- (ii) Primary Carer’s Leave (arrangements) for Eligible Employees:
 - (1) Primary Carer Leave is the unpaid leave set out in the NES associated with:
 - (A) The birth of a child of the Employee or the Employee’s spouse or de facto partner (**Birth Related Leave**); or
 - (B) The placement of a child with the Employee for adoption (**Adoption Leave**).
- (iii) Secondary Carer’s Leave (arrangements) for Eligible Employees:
 - (1) Secondary Carer Leave is the unpaid leave set out in the NES associated with an “employee couple”, where each of the employees intends to take the unpaid parental leave, being Birth-Related or Adoption Leave, where one employee takes the primary carer leave and the other employee (being the secondary carer) takes up to 8 weeks of leave concurrently.
- (iv) In addition, the Australian Government’s Paid Parental Scheme (**PPS**) and Dad and Partner Pay (DaPP) is in operation and an Employee may be eligible for payment under the provisions of the *Paid Parental Leave Act 2010*.
- (v) Eligible Employees (excluding casual Employees) are entitled to paid leave at the Ordinary rate as follows.

	Nursing Employees	Aged Care Employees
Birth Related or Adoption Leave Primary Carer	<ul style="list-style-type: none"> ○ a lump sum of 14 weeks’ pay in advance at the commencement of the Primary Carer’s Leave; OR ○ continuation of their Ordinary fortnightly pay for the first 14 weeks of the Primary Carer’s Leave; OR 	<ul style="list-style-type: none"> ○ a lump sum of 6 weeks’ pay in advance at the commencement of the Primary Carer’s Leave; OR ○ continuation of their Ordinary fortnightly pay for the first 6 weeks of the Primary Carer’s Leave; OR

	<ul style="list-style-type: none"> ○ fortnightly pay at 50% of normal pay for the first 28 weeks of the Primary Carer's Leave. ○ If the Primary Carer is the non-birth parent and that Employee has already taken one weeks of paid Secondary Carer's Leave in relation to the birth, the maximum paid component available as Primary Carers Leave is 13 weeks. 	<ul style="list-style-type: none"> ○ fortnightly pay at 50% of normal pay for the first 12 weeks of the Primary Carer's Leave.
Birth Related or Adoption Leave - Secondary Carer	<ul style="list-style-type: none"> ○ one week of paid leave 	Not applicable

(b) Additional Parental Leave Arrangements

(i) Superannuation during paid parental leave

The Employer will make superannuation contributions, at the minimum rate and in accordance with Superannuation Law, for the period of the paid leave set out at clause 21(a)(ii)(1) and 21(a)(iii)(1).

(ii) Birth Related Leave may commence up to 9 weeks prior to the expected date of birth of the child. It is not compulsory for an Employee to take this period off work. However, if an Employee decides to work within 6 weeks before the birth, the Employer may ask the Employee to provide a medical certificate certifying matters pertaining to their fitness for work in accordance with the arrangements set out at s.73 and s.74 of the Act.

(iii) An Eligible Employee may, in conjunction with periods of paid Primary or Secondary Carer's Leave access any accrued annual leave or long service leave entitlements which they have accrued – subject to the total amount of leave not exceeding 24 months in the case of Primary Carer's Leave.

(iv) Where an Employee has satisfied the necessary service requirements in accordance with clause 21(a)(i) and is an Eligible Employee, the Employee is not required to complete a further period of 12 months of continuous service immediately before taking (and being eligible for) a second or subsequent period of paid Primary Carer's Leave, unless:

(1) there has been a break in service - where the Employee has been re-employed or re-appointed after a resignation, medical retirement or after the Employee's services have been otherwise terminated; or

(2) the Employee has taken a period of leave without pay of more than 52 weeks. In this context, leave without pay does not include personal (sick)

leave without pay, Primary Carer Leave without pay, or leave without pay associated with an illness or injury compensable under the *Workers' Rehabilitation Compensation Act*.

22 Long service leave

(a) Entitlement to long service leave

Employees will be provided with long service leave in accordance with the *Long Service Leave Act Tasmania 1976*, as amended, (the **LSL Act**).

(b) Long service leave arrangements

- (i) Arrangements for taking long service leave will be in accordance with the LSL Act and the Employer's policies and procedures, as in place from time to time.
- (ii) Employees may be entitled to cash out long service leave in accordance with the relevant provisions of the LSL Act.

23 Professional development leave

- (i) Full-time Employees will be entitled to take up to five days paid professional development leave per annum (pro rata for Part time Employees) at the Ordinary Rate, for the purposes of continuing their education in the aged care field. This entitlement is subject to approval by the relevant manager based on work requirements.
- (ii) The entitlement to professional development leave is non-cumulative.

24 Jury service leave

(a) Entitlement to paid jury service leave

- (i) Permanent Employees may be entitled to paid jury service leave.
- (ii) Employees must inform the Employer as soon as practicable if they are selected for jury service, together with the expected length of their absence.
- (iii) An Employee who has given notice of an absence under clause 24(a)(ii) must, if required by the Employer, give the Employer evidence that the absence is because the Employee has been or will be engaging in jury service.
- (iv) If required by the Employer, an Employee who has given notice of an absence under clause 24(a)(ii) must provide the Employer with reasonable evidence of the steps the Employee has taken to obtain any amount of Jury Service Pay to which the Employee is entitled and the total amount of Jury Service Pay that has been paid, or is payable, to the Employee for the period of jury service.
- (v) Upon production of appropriate evidence, the Employer will pay the Employee the difference between the Employee's Ordinary Rate and the amount of Jury Service Pay the Employee receives.
- (vi) An Employee will only be entitled to payment under this clause for the first 10 days of their absence on jury service, subject to any more favourable entitlement under applicable State or federal legislation.

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- (vii) If an Employee is not required to serve on a jury for a day or part of a day after attending for jury service and the Employee would ordinarily be working for all or part of the remaining day, the Employee must, if practicable, present for work at the earliest reasonable opportunity.

(b) Entitlement to unpaid jury service leave

Casual Employees are entitled to unpaid jury service leave in accordance with the Act.

25 Community service leave

Employees will be entitled to unpaid community service leave in accordance with the Act.

26 Blood donors leave

- (a) Full time Employees are entitled to request paid leave at the Ordinary Rate to donate blood on a maximum of two occasions per year at a nominated time at a blood donor collection centre located nearest to the facility at which the Employee primarily works.
- (b) An Employee must, if requested, provide to the Employer evidence that the Employee's absence from work is because the Employee will be donating, or donated, blood at a blood collection unit or blood donor collection centre of the type specified in clause 26(a).

27 Ceremonial Leave

An Employee who is required by Aboriginal or Torres Strait Islander tradition to be absent from work for Aboriginal or Torres Strait Islander ceremonial purposes will be entitled to up to ten working days unpaid leave in any one year, with the approval of the Employer.

28 Family and Domestic Violence Leave

- (a) This clause applies to all Employees, including casuals.
- (b) For the purpose of this clause, family and domestic violence is defined at clause 2 and 'full rate of pay' has the meaning set out in the Act.
- (c) Entitlement to leave
 - (i) An Employee is entitled to 20 days' paid leave to deal with family and domestic violence, as follows:
 - (1) for Full and Part-time Employees, the leave is paid at the Employee's full rate of pay, calculated on what the Employee would have received had they worked the period rather than taken the leave;
 - (2) for a Casual Employee, the leave is paid at the Employee's full rate of pay, calculated on what the Employee would have received had they worked the hours in the period for which they had been rostered. For clarity, a Casual Employee:
 - (A) is taken to have been rostered to work hours in a period if the Employee has accepted an offer by the Employer of work for those hours;

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- (B) may take a period of family and domestic violence leave in accordance with clause 28(c) that does not include hours for which the Employee is rostered to work, however such leave will be unpaid.
 - (3) the leave is available in full at the start of each 12 month period of the Employee's employment; and
 - (4) the leave does not accumulate from year to year;
 - (ii) 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.
 - (iii) The Employer and Employee may agree that the Employee may take additional unpaid leave to deal with family and domestic violence.
 - (d) Taking leave to deal with family and domestic violence
 - (i) An Employee may take leave to deal with family and domestic violence if:
 - (1) the Employee is experiencing family and domestic violence; and
 - (2) the Employee needs to do something to deal with the impact of the family and domestic violence; and
 - (3) it is impractical for the Employee to do that thing outside their work hours.

The reasons for which an Employee may take leave include arranging for the safety of the employee or a close relative (including relocation), attending court hearings, accessing police services, attending counselling and attending appointments with medical, financial or legal professionals.
 - (e) Service and continuity
 - (i) The time an Employee is on leave to deal with family and domestic violence, which is:
 - (1) paid leave – does count as service for all purposes
 - (2) unpaid leave - does not count as service but does not break the Employee's continuity of service
 - (f) Notice and evidence requirements
 - (i) Notice
 - (1) An Employee must give the Employer notice of the taking of leave by the Employee under this clause. The notice:
 - (A) must be given to the Employer as soon as practicable (which may be a time after the leave has started); and
 - (B) must advise the Employer of the period, or expected period, of the leave.
 - (g) Evidence
 - (i) An Employee who has given the Employer notice of the taking of leave under this clause 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 28(b).

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- (ii) 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.
 - (h) Confidentiality
 - (i) Employers must take steps to ensure information concerning any notice an Employee has given, or evidence an Employee has provided under clause 28(f), is treated confidentially, as far as it is reasonably practicable to do so.
 - (ii) Nothing in clause 28(h)(i) prevents the 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. The Employer may consult with such Employees regarding the handling of this information.

- (i) Compliance

An Employee is not entitled to take leave under clause 28 unless the Employee complies with clause 28.

29 Education and training

- (a) All Employees have a responsibility to maintain and upgrade their skills commensurate with the requirements of their position and the Employer's policy on mandatory training.
- (b) All Employees must attend in-service training provided by the Employer and/or undertake all e-learning modules required to meet the Employer's annual statutory responsibilities in respect of topics including, but not limited to:
 - (i) fire and emergency;
 - (ii) customer service;
 - (iii) manual handling;
 - (iv) food handling; and
 - (v) infection control.
- (c) All mandatory training (which includes required e-learning) must be undertaken by Employees at a time, or times, authorised by the Employer.
- (d) Attendance at mandatory training will be paid at the Ordinary Rate, subject to the following:
 - (i) Where such training is undertaken during the course of the Employee's ordinary rostered shift (**Ordinary Shift**) – the Employee will be paid, in addition to the Ordinary Rate, any applicable shift or weekend penalty rate (or casual loading in the case of a casual Employee) that is payable on the Ordinary Shift;
 - (ii) Where operationally practicable, e-learning will be rostered/undertaken during the Employee's Ordinary Shift.
 - (iii) For training completed outside of the Employee's ordinary rostered hours - the Employee will be paid a minimum period of 1 hour. In addition to the Ordinary

Rate, the Employee will be paid any shift or weekend penalty rate (or casual loading in the case of a casual Employee) that would be applicable to ordinary hours for such attendance;

- (iv) In the case of an Aged Care Employee, including Personal Care Workers, where mandatory training is undertaken outside of the Employee's rostered ordinary hours
 - (1) the first 12 hours per year of such training will be paid in accordance with 29(d)(iii);
 - (2) any remaining training beyond 12 hours per year will be paid at the applicable overtime penalty rate.
- (e) Attendance at any training course other than those referred to above maybe supported by the Employer in accordance with specific policy initiatives.

30 Public holidays

- (a) Public holidays observed
 - (i) The following days are public holidays:
 - (1) New Year's Day;
 - (2) Australia Day;
 - (3) Royal Hobart Regatta Day (South of Oatlands);
 - (4) Eight Hours Day;
 - (5) Good Friday;
 - (6) Easter Monday;
 - (7) Anzac Day;
 - (8) King's Birthday;
 - (9) Show Day;
 - (10) Recreation Day (in those areas where Hobart Regatta Day is not observed), or other day that are observed in the region in lieu of or made additional to any of the holidays mentioned herein.
 - (11) Christmas Day;
 - (12) Boxing Day;
 - (13) Any other day declared by or under a law of Tasmania to be observed generally within the State, or a region of Tasmania, as a public holiday by people who work in that State or region.
 - (ii) The following substitute holidays apply:
 - (1) If Boxing Day falls on a Saturday or Sunday, 28 December will be observed as a holiday instead.
 - (2) If New Years' Day or Australia Day fall on a Saturday or Sunday, the following Monday will be observed as a holiday instead.
 - (iii) An Employee is entitled to be absent from his or her employment on a day or part day that is a public holiday in the place where the Employee is based for

work purposes. However, the Employer may reasonably request an Employee work a public holiday.

(b) Payment for working public holidays

(i) Nursing Employees

(1) Where a Nursing Employee is required to work on a public holiday they will be paid at the rate of double time the Employee's Ordinary Rate for such time worked.

(ii) Aged Care Employees

(1) Where an Aged Care Employee is required to work on a public holiday they will be paid at the rate of double time and a half the Employee's Ordinary Rate for such time worked.

(iii) For the avoidance of doubt, where a substitute holiday applies, Employees required to work on a day which is not the gazetted public holiday will be paid at the ordinary applicable rate of pay.

(c) Payment for public holidays not worked

(i) A full-time or part-time Employee who would be ordinarily rostered to work on a day of the week on which a public holiday falls, and who is not required to work on that day, shall be paid at the Ordinary Rate for the ordinary hours which would otherwise have been worked on that day.

(d) Public holidays occurring on a rostered day off

(i) Subject to clause 30(d)(ii), full-time Employees will be paid one day's pay at the Employee's Ordinary Rate for any public holiday that falls on their rostered day off.

(ii) For the avoidance of doubt, full time Employees who work their ordinary hours during Monday to Friday will not be paid the entitlement in clause 30(d)(i) where a public holiday falls on a Saturday or Sunday.

(e) Accrued days off on public holidays

Where an Eligible ADO Employee's ADO falls on a public holiday, a substitute day will be determined by the Employer to be taken in lieu thereof, such day to be within the same four or five week work cycle, where practical.

31 Termination of employment

(a) Termination on notice

(i) The Employer may terminate the employment of an Employee and an Employee may resign from their employment by giving notice. The amount of notice required to be given by the Employer and the Employee is based upon the Employee's period of continuous service in accordance with the following. Notice of termination must be in writing.

Period of continuous service	Period of notice
Not more than 3 years	2 weeks
More than 3 years but not more than 5 years	3 weeks
More than 5 years	4 weeks

- (ii) The notice of termination required to be given by an Employee is two weeks.
 - (iii) In addition to the notice in clause 31(a)(i) Employees over 45 years old who have completed at least 2 years' continuous service with the Employer at the end of the day the notice is given shall be entitled to an additional week's notice.
 - (iv) Annual leave shall not be deemed to form any part of this notice period for the purpose of this clause.
- (b) Options and obligations during notice period
- (i) The Employer at its sole discretion may elect to do any combination of the following with regard to notice given under clause 31(a):
 - (ii) make a payment in lieu of notice (or any part of the notice period); or
 - (iii) require the Employee to undertake such alternative duties and responsibilities as may be required by the Employer, including undertaking no duties, during all or part of the notice period.
 - (iv) In calculating any payment in lieu of notice, the Employer will pay the Employee the total of the amounts the Employer would have been liable to pay the Employee if the Employee's employment had continued until the end of the required notice period. The total must be worked out on the basis of:
 - (1) the ordinary working hours to be worked by the Employee; and
 - (2) the amounts payable to the Employee for the hours including for example allowances, loadings and penalties; and
 - (3) any other amounts payable under the Employee's employment contract.
 - (v) If an Employee is working out a notice period (or any part of it), they must continue to comply with their obligations under this Agreement and their contract of employment.
- (c) Termination without notice
- Notwithstanding the above, the Employer reserves the right to dismiss an Employee summarily in the event of serious misconduct or for any other reason that enables summary dismissal at law.
- (d) Withholding money due on termination of employment
- (i) On termination of employment and subject to the Employee's authorisation, the Employer may withhold any money due to an Employee in the following circumstances:

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- (1) If the Employee fails to give the amount of notice required, the Employer may withhold an amount equivalent to the amount the Employee would have been paid by the Employer had he/she worked out the required notice period, less any period of notice actually given by the Employee, provided this is not to be more than the equivalent of one week's wages.
 - (2) If the Employee has taken annual leave in advance of its accrual and has not accrued that amount of annual leave.

32 Redundancy

(a) Termination for Redundancy

- (i) Subject to this clause 32, where a Permanent Employee's employment is terminated by the Employer by reason of Redundancy, the Employee will be paid Redundancy Pay.
- (ii) For the avoidance of doubt, an Employee is not entitled to Redundancy Pay if clauses 32(c) or 32(d) apply.

(b) Redundancy Pay

- (i) Where an Employee is made Redundant, the Employee is entitled to Redundancy Pay in respect of their period of continuous service with the Employer:
 - (1) notice or payment in lieu of notice in accordance with clause 31; and
 - (2) a severance payment of two (2) weeks' pay per each completed year of service or part thereof, provided, however, where this results in a payment that is less than the NES then the NES will apply; and
 - (3) payment for all accrued annual leave in accordance with clause 18(h); and
 - (4) payment of pro rata long service leave for Employees with more than five (5) years' continuous service.

(c) Alternative employment

- (i) In the event an Employee is made Redundant, the Employer may find the Employee Comparable Alternative Employment.
- (ii) In the event the Employer finds, and the Employee is offered, Comparable Alternative Employment, the Employee is not entitled to Redundancy Pay per subclause 32(b), irrespective of whether the Employee accepts the Comparable Alternative Employment. The Employee may otherwise have an entitlement to a severance payment, subject to sections 119 and 120 of the Act.

(d) Transfer of business

- (i) An Employee is not entitled to Redundancy Pay in relation to the termination of their employment by the Employer where:
 - (1) the Employee is offered and accepts employment with a new employer (**new employer**) which recognises the period of service which the Employee had with the Employer to be service of the Employee with the new employer, and there is a transfer of employment in relation to the Employee for the purpose of the Act; or

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- (2) the Employee rejects an offer of employment with the new employer that:
- (A) is on terms and conditions substantially similar and no less favourable, considered on an overall basis, than the terms and conditions applicable to the Employee at the time of ceasing employment with the Employer; and
 - (B) recognises the period of service which the Employee had with the Employer to be service of the Employee with the new employer; and
 - (C) had the Employee accepted the offer of employment, there would have been a transfer of employment in relation to the Employee for the purposes of the Act.
- (e) Transfer to lower paid duties
- Where an Employee is transferred to lower paid duties by reason of Redundancy the Employee must be provided with the same period of notice as the Employee would have been entitled to if their employment had been terminated. The Employer may at its discretion, make payment in lieu thereof of an amount equal to the difference between the former Ordinary Rate and the new Ordinary Rate for the number of weeks of notice still owing.
- (f) Employee leaving during notice period
- An Employee given notice of termination in circumstances of Redundancy may terminate their employment during the period of notice set out in clause 31(a) - Notice of Termination. In this circumstance the Employee will be entitled to receive the benefits and payments they would have received under this clause had they remained with the Employer until the expiry of the notice, but will not be entitled to payment in lieu of notice.
- (g) Employees exempted
- (i) This clause 32 does not apply to:
 - (1) Employees terminated as a consequence of serious misconduct that justifies dismissal without notice;
 - (2) probationary Employees;
 - (3) Employees engaged for a specific period of time or for a specified task or tasks; or
 - (4) Casual Employees.
 - (5) Employees (other than apprentices) to whom a training arrangement applies and whose employment is for a specified period of time or is limited to the duration of the training arrangement.

33 Consultation

- (a) This term applies if the Employer:
- (i) 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
 - (ii) proposes to introduce a change to the regular roster or ordinary hours of work of Employees.

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- (b) Major change
- (1) For a major change referred to in (a)(i):
 - (2) the Employer must notify the relevant employees of the decision to introduce the major change; and
 - (3) subclauses (c) to (i) apply.
- (c) The relevant Employees may appoint a representative for the purposes of the procedures in this term. A representative may include the ANMF and/ or the HACSU.
- (d) If:
- (1) a relevant Employee appoints, or relevant employees appoint, a representative for the purposes of consultation; and
 - (2) the Employee or employees advise the Employer of the identity of the representative;
- the Employer must recognise the representative.
- (e) As soon as practicable after making its decision, the Employer must:
- (1) discuss with the relevant Employees:
 - (A) the introduction of the change; and
 - (B) the effect the change is likely to have on the Employees; and
 - (C) measures the Employer is taking to avert or mitigate the adverse effect of the change on the Employees; and
 - (2) for the purposes of the discussion--provide, in writing, to the relevant employees:
 - (A) all relevant information about the change including the nature of the change proposed; and
 - (B) information about the expected effects of the change on the employees; and
 - (C) any other matters likely to affect the employees.
- (f) However, the Employer is not required to disclose confidential or commercially sensitive information to the relevant Employees.
- (g) The Employer must give prompt and genuine consideration to matters raised about the major change by the relevant Employees.
- (h) 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 (b)(2) and subclauses (c) and (e) are taken not to apply.
- (i) In this term, a major change is *likely to have a significant effect on employees* if it results in the termination of the employment of Employees; or major change to the composition, operation or size of the Employer's workforce or to the skills required of Employees; or the elimination or diminution of job opportunities (including opportunities for promotion or tenure); or the alteration of hours of work; or the need to retrain Employees; or the need to relocate employees to another workplace; or the restructuring of jobs.
- Change to regular roster or ordinary hours of work

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- (j) For a change referred to in (a)(ii):
- (i) the Employer must notify the relevant Employees of the proposed change; and
 - (ii) subclauses (k) to (o) apply.
- (k) The relevant Employees may appoint a representative for the purposes of the procedures in this term.
- (l) If:
- (i) a relevant Employee appoints, or relevant Employees appoint, a representative for the purposes of consultation; and
 - (ii) the Employee or Employees advise the Employer of the identity of the representative;
- the Employer must recognise the representative.
- (m) As soon as practicable after proposing to introduce the change, the Employer must:
- (i) discuss with the relevant Employees the introduction of the change; and
 - (ii) for the purposes of the discussion--provide to the relevant Employees:
 - (1) all relevant information about the change, including the nature of the change; and
 - (2) information about what the Employer reasonably believes will be the effects of the change on the Employees; and
 - (3) information about any other matters that the Employer reasonably believes are likely to affect the Employees; and
 - (iii) invite the relevant Employees to give their views about the impact of the change (including any impact in relation to their family or caring responsibilities).
- (n) However, the Employer is not required to disclose confidential or commercially sensitive information to the relevant Employees.
- (o) The Employer must give prompt and genuine consideration to matters raised about the change by the relevant Employees.
- (p) In this term:
- "relevant Employees"* means the Employees who may be affected by a change referred to in (a).

34 Agreement flexibility

- (a) Terms of flexibility arrangement
- (i) The Employer and an Employee may agree to vary the application of certain terms of this Agreement to meet the genuine individual needs of the Employer and the Employee. The terms the Employer and the individual Employee may agree to vary the application of are those concerning:
 - (1) arrangements about when work is performed;
 - (2) overtime rates;
 - (3) penalty rates;
 - (4) allowances;

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- (5) leave loading;
 - (ii) The Employer may agree to a request, provided the Employee and the Employer genuinely agree to the arrangement, and the Employee is better off overall than if no individual flexibility arrangement were agreed to.
 - (iii) The Employer must ensure that the individual flexibility arrangement:
 - (1) is in writing; and
 - (2) includes the name of the Employer and Employee; and
 - (3) 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
 - (4) includes details of:
 - (5) the terms of this Agreement that will be varied by the arrangement; and
 - (6) how the arrangement will vary the effect of the terms; and
 - (7) 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
 - (8) states the day on which the arrangement commences.
 - (iv) The Employer must give the Employee a copy of the individual flexibility arrangement within 14 days after it is agreed to.
 - (v) The Employer or Employee may terminate the individual flexibility arrangement:
 - (1) by giving 28 days' written notice to the other party to the arrangement; or
 - (2) if the Employer and Employee agree in writing — at any time.
 - (vi) Subject to the written agreement of the relevant employee, the Employer must provide copies of all flexibility arrangements made under this Clause to the Union, upon request.
- (b) Compliance with the Act
- (i) The Employer will ensure that the terms of any individual flexibility arrangement entered into under this clause:
 - (1) are about matters that would be permitted matters under section 172 of the Act;
 - (2) are not unlawful terms under section 194 of the Act;
 - (3) result in the Employee being better off overall than the Employee would be if no individual flexibility arrangement was made; and
 - (4) will be documented in such a manner as to allow inspection under section 482 of the Act.

35 Dispute resolution

- (a) Resolution of disputes
 - (i) This clause 35 sets out the procedures to settle a dispute which relates to:
 - (1) a matter arising under this Agreement; or
 - (2) the NES.

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- (ii) The Employer or Employee may appoint another person, organisation or association to represent them for the purposes of this clause.
- (b) Obligations
- (i) The parties to the dispute and their representatives (if applicable) must genuinely attempt to resolve the dispute through the processes set out in this clause 35 and must cooperate to ensure that these processes are carried out expeditiously.
 - (1) While the dispute resolution procedure is being conducted work will continue in accordance with this Agreement and the Act, until the dispute is resolved.
 - (2) The requirement specified in clause 35(b)(i)(1) does not apply where an Employee:
 - (A) has a reasonable concern about an imminent risk to their health or safety;
 - (B) has advised the Employer of the concern; and
 - (C) has not unreasonably failed to comply with a direction by the Employer to perform other available work that is safe and appropriate for the Employee to perform (whether at the same or another workplace of the Employer).
- (c) Dispute resolution process
- (i) In the first instance, the parties to a dispute must try to resolve the dispute at the workplace level, including by discussions between the Employee and their supervisor.
 - (ii) If the matter remains unresolved following discussions under clause 35(c)(i), the matter will be referred to more senior levels of management as appropriate, to be resolved.
 - (iii) If after the matter has been referred to more senior levels of management, it is still not resolved, the matter will be referred to the Chief People Officer (however titled) for resolution.
 - (iv) If after the matter has been referred to the Chief People Officer (however titled) is still not resolved, either party may refer to the matter to the FWC for resolution by conciliation and, if the dispute remains unresolved, by arbitration.
 - (v) Subject to any agreement between the parties to the dispute in relation to a particular dispute and the provisions of this clause 35, in dealing with a dispute through conciliation or arbitration, the FWC will conduct the matter in accordance with the powers conferred upon the FWC by the Act.
 - (vi) If the matter is determined by arbitration, the parties agree that the decision made by the FWC is final and binding on both parties. A party to the dispute may appoint a person, organisation or association to support and/or represent them in any discussion or process under this clause.

36 Delegate Rights

- (a) Under this Agreement workplace delegates are entitled to:

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- (i) represent the industrial interests of members and any other persons eligible to be such members (**Potential Members**), including in disputes with the Employer;
 - (ii) reasonable communication with members or Potential Members in relation to their industrial interests, including by electronic means;
 - (iii) for the purpose of representing those interests:
 - (1) reasonable access to the workplace and workplace facilities; and
 - (2) reasonable access to paid time, during their ordinary hours, for delegate training;
 - (iv) In determining what is reasonable for the purposes of the above, regard will be had to:
 - (1) the size and nature of the enterprise;
 - (2) the resources of the employer of the workplace delegate;
 - (3) the facilities available at the enterprise.
- (b) Workplace delegate training
- (i) As a guide to what constitutes reasonable access to paid time for delegate training under this Agreement, it will be a total of 3 days per residential facility, per year (1 January to 31 December), for the totality of applications to attend delegate training, trade union events, union conferences and courses. This leave may be taken as single days or cumulatively. The leave is paid at the base rate of pay and is subject to the employee providing at least six weeks' notice to the Employer. The leave will be approved subject to operational requirements of the Employer, which may have regard to requirements for staffing levels/care minutes, outbreaks, other leave and other operational matters.

Schedule 1 - Signature Page

Signed for and on behalf of **Regis Aged Care Pty Ltd**

Signature

Name

Position

Address

The above person is authorised to sign the Agreement on behalf of **Regis Aged Care Pty Ltd** for the following reason/s:

.....
.....

Signed on theday of2024

Signed for and on behalf of Australian Nursing and Midwifery Federation - Tasmanian Branch

Signature

Name

Position

Address

The above person is authorised to sign the Agreement on behalf of Australian Nursing and Midwifery Federation - Tasmanian Branch for the following reason/s:

.....
.....

Signed on theday of2024

Signed for and on behalf of Health and Community Services Union - Tasmania Branch

Signature

Name

Position

Address

The above person is authorised to sign the Agreement on behalf of Health and Community Services Union - Tasmania Branch for the following reason/s:

.....

.....

Signed on theday of2024

Annexure A - Nursing classifications and wage rates

1.1 Enrolled Nurse (EN)

1.1. Enrolled Nurse means an Employee who is registered pursuant to the provisions of the Nursing and Midwifery Board of Australia. They work under the direct or indirect supervision of a Registered Nurse.

1.2. An Employee at this level accepts accountability for own standards of nursing care.

- (g) Employees in these roles will:
- (h) Provide safe resident centred nursing care in a variety of settings;
- (i) Implement appropriate nursing care and undertake or assist with general and specialized procedures from nursing care plans;
- (j) Plan and prioritise own work program to achieve defined outcomes;
- (k) Exercise judgment when it is required to solve problems arising in their own work program;
- (l) Take initiative to recommend improved processes in their immediate work area;
- (m) Participate in resident safety and risk minimisation activities;
- (n) Provide verbal and documented information within their scope of practice to resident, other health care team members, and members of the public;
- (o) Contribute to procedures for effectively dealing with people exhibiting challenging behaviours;
- (p) Contribute to teamwork and a positive work culture; and
- (q) Commence a portfolio of post enrolment learning.

1.2 Graduate Nurse

- (g) A Graduate Nurse will commence at the Registered Nurse – Level 1 – 1st step on the pay scale and on completion of their graduate year will progress to Level 1 – 2nd step. Following completion of a further year of service they will progress to Level 1 – 3rd step.
- (h) A Graduate Nurse employed as a Registered Nurse – Level 1 – 1st step is normally the second Registered Nurse on duty and is able to seek guidance from a more senior and higher classified Registered Nurse on duty or the Clinical Manager.

1.3 Registered Nurse - Level 1

A Registered Nurse (**RN**) shall perform nursing care within the scope of practice of the RN, which is determined by the Nursing and Midwifery Board of Australia. A RN will comply with any professional standards and guidelines relevant to the practice setting.

The RN ensures that a Personal Care Assistant and/or the Enrolled Nurse does not provide care unless the RN has determined that the Personal Care Assistant and/or the Enrolled Nurse is capable, qualified and within their scope of practice to provide the episode of care safely and competently. The RN on any given shift is accountable for

ensuring that delegated nursing care is in keeping with professional standards and guidelines and within the demonstrated competence of that staff member providing that care. The RN will monitor and evaluate the outcomes of all delegated care.

An Employee appointed to this level shall have obtained proficiency and qualifications necessary to perform work at this level. An Employee at this level shall usually work under the mentoring and guidance of more experienced Registered Nurse yet still perform work in accordance within the Nursing and Midwifery Board of Australia competencies.

An Employee at this level is required to:

- (g) be registered by the Australian Health Practitioner Regulation Agency;
- (h) work under general guidance of a RN in a higher classification;
- (i) exercise discretion and decision making responsibility within their level of skill, scope of practice and training;
- (j) provide and maintain all documentation as required;
- (k) provide residents with information that will assist them to make choices;
- (l) work consistently within the Quality Aged Care Standards;
- (m) undertake assessments of residents' needs and effectively prescribe care regimes; and
- (n) administer prescribed care within their scope of practice to residents.

1.4 Registered Nurse - Level 2

Employees classified at this level coordinates and provides nursing services direct to residents. Roles within this level consolidate knowledge and skills and develop in capability through continuous professional development and experience. An Employee at this level accepts accountability for their own standards of nursing care and for activities delegated to others. A RN working at this level would normally be responsible, to the context of matters within their control, for the provision of all Nursing Care at the relevant Aged Care Facility.

The Registered Nurse at this level usually would work with or under the direction of the Clinical Manager(s) who provides oversight and direction to the criteria below.

An Employee at this level is required to:

- (g) provide direct and individualised nursing care to residents on a shift by shift basis in a defined clinical area;
- (h) assess individual resident needs, plan and implement or coordinate appropriate service delivery from a range of accepted options;
- (i) plan and coordinate services with other disciplines or agencies in meeting individual's health care needs;
- (j) complete residents care plan assessments on admission;
- (k) participate in quality assurance activities within practice setting'
- (l) contribute to resident safety, risk minimisation and safe work activities within the practice setting;

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- (m) ensure medication is managed in accordance to the Employer's policies and procedures and complies with relevant legislative acts and any delegated administration activities complies with the delegation principles and within other health care workers scope of practice
 - (n) be responsible for the proficient overall supervision of all nursing staff, their designated duties, performance expectations, performance reviews and performance management as required;
 - (o) monitor resident care plans and participate in clinical auditing as required to ensure appropriate resident care outcomes are achieved on a daily basis;
 - (p) use foundation theoretical knowledge and evidence-based guidelines and apply these to a range of activities to achieve agreed resident care outcomes;
 - (q) practice as a Registered Nurse within a nursing model established to support resident centred care;
 - (r) contribute to procedures for effectively dealing with people exhibiting challenging behaviours;
 - (s) review assessments and recommendations from less experienced Registered Nurses, Enrolled Nurses and Personal Care Assistant ;
 - (t) provide support and guidance to newer or less experienced Registered Nurses, Enrolled Nurses and Personal Care Assistant ;
 - (u) support nursing practice learning experiences for students undertaking clinical placement, orientation for new staff and preceptorship of graduates; and
 - (v) continue own professional development, seek learning opportunities and develop and maintain own professional development portfolio of learning and experience.

1.5 Registered Nurse - Level 3

Employees classified at this level provide holistic nursing care to all residents' health. The activities required of roles at this level are almost entirely clinical in nature. Work at this level is normally undertaken by Employees with at least 4 years post registration experience. An Employee at this level accepts accountability for their own practice standards, activities delegated to others within their scope of practice, and the leadership, guidance, development and where required, on the floor training of less experienced staff.

The Registered Nurse at this level usually would be the most senior Registered Nurse on duty and work as in charge of the Facility after business hours (evening duty, night duty and weekends) in the absence of, but would fulfil any directions from the Clinical Manager(s), who fully meets the criteria below.

An Employee at this level is required to:

- (g) provide high levels of individualised clinical nursing care and/or individual case management to residents in a defined clinical area;
- (h) complete residents' care plan assessments on admission;
- (i) assess residents' holistic care needs, plan, implement and coordinate appropriate service delivery options and communicate changes in condition and care to all relevant parties;

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- (j) oversee the provision of nursing care within their designated area of accountability through effective delegation of all tasks to be completed on the shift;
 - (k) plan and coordinate services including those of other disciplines or agencies as required to meet individual and/or group health care needs;
 - (l) ensure the safe management of medications in line with policy, process and legislative obligations;
 - (m) be responsible for the proficient overall supervision of staff, their designated duties, performance expectations, performance reviews and performance management as required;
 - (n) monitor resident care plans and participate in clinical auditing as required to ensure appropriate resident care outcomes are achieved on a daily basis;
 - (o) demonstrate a promote a risk minimisation approach to all practice and support implementation and maintenance of systems to protect resident's and staff;
 - (p) integrate advanced theoretical knowledge, evidence from a range of sources and own experience to devise and achieve agreed resident care outcomes;
 - (q) work in accordance with the Employer's clinical systems policies and procedures;
 - (r) work within and promote a nursing model of resident centred care model of partnership and support;
 - (s) act to resolve all local and/or immediate nursing care or service delivery problems within their control;
 - (t) be part of, and committed to improvement activities – the Continuous Improvement process;
 - (u) encourage and promote a working environment that promotes harmony
 - (v) contribute to communication processes that effectively deal with challenging behaviours and the resolution of conflicts;
 - (w) develop and maintain a learning environment, taking a leadership and coaching role to team and individuals capability development;
 - (x) work with the Employer's nursing leadership team to attain consistency of nursing practice standards;
 - (y) participate in clinical consultations, overseeing learning experiences, and goal setting for new staff and staff with less experience
 - (z) manage all resident incidents including investigating resident complaints, incidents and accidents and escalate as appropriate in accordance with the Employer's procedures;
 - (aa) act as a resource person based on knowledge, experience and skill;
 - (bb) manage out of ordinary incidents by contacting appropriate personnel or authorities related to equipment failure, emergency situation, property damage or storms; and
 - (cc) manage their own professional development activities and portfolio, support the development of others and contribute to learning in the work area.

In addition to the foregoing, the Employee may:

- (dd) as required, provide prospective residents with a detailed overview of all services and programs and put them in touch with the right personnel;
- (ee) be required to participate in and/or provide clinical input and/or research;
- (ff) manage staffing and staff attendance by organising replacement staff, rostering and work allocation;
- (gg) be required to undertake a specific activity and/or portfolio to fully support the Facility's delivery of quality care; and
- (hh) undertake and oversee the quality of non-clinical aspects of the Facility; cleaning, laundry, catering, lifestyle and relevant administration functions.

1.6 Nurse Undertaking Post Graduate Training

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

1.7 Enrolled Nurse Upgrading to Registered Nurse

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

1.8 Salary Re-Entry - Registered Nurses

- (a) A registered nurse who has undertaken the re-entry to practice course shall be paid at Registered Nurse, 1st year of service for the first year of service of 1976 hours, or two years, whichever comes first.
- (b) Following successful completion of the re-entry program all of the employee's previous nursing experience shall be recognised upon proof of that past experience.

1.9 Salary Re-Entry - Enrolled Nurses

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

1.10 Accelerated Advancement

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

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

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Enrolled Nurses		(First full pay period commencing on or after)		
		Date of Approval(\$)	1 July 2024 (\$)	
Enrolled Nurse	Year 1		32.77	33.75
	Year 2		33.46	34.46
	Year 3		34.11	35.14
	Year 4		34.76	35.81
	Year 5		35.42	36.48
Enrolled Nurse - Medication Endorsed	Year 1		35.84	36.92
	Year 2		36.50	37.60
Registered Nurses		(First full pay period commencing on or after)		
		Date of Approval (\$)	1 July 2024 (\$)	
Registered Nurse Level 1	Year 1 (Graduate)		38.39	39.54
	Year 2		40.06	41.26
	Year 3		41.72	42.97
	Year 4		43.41	44.71
	Year 5		45.13	46.48
	Year 6		47.12	48.53
Registered Nurse Level 2	Year 1		49.10	50.57
	Year 2		51.53	53.08
	Year 3		52.68	54.26
	Year 4		53.83	55.44
Registered Nurse Level 3	Year 1		55.97	57.65

	Year 2		57.25	58.97
	Year 3		58.53	60.29
	Year 4		59.81	61.60

Allowances (Clause 16)			Date of Commencement	(First full pay period commencing on or after)
			(\$)	1 July 2024
				(3%)
Laundry allowance	Per day		0.32	0.33
	Per week		1.49	1.53

Allowance (Clause 17(c))			Date of Commencement	(First full pay period commencing on or after)
			(\$)	1 July 2024
				(3%)
OT Meal Allowance	> 1 hr OT		15.20	15.66
	> 4 hrs OT		13.70	14.11

Annexure B - Aged care classifications and wage rate

Aged Care Employee – Level 1

Entry Level:

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

An Employee at this level:

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

Indicative tasks performed at this level are:

Food services assistant
Laundry hand
Cleaner

Aged Care Employee – Level 2

An Employee at this level:

- is capable of prioritising work within established routines, methods and procedures;
- is responsible for work performed with a limited level of accountability or discretion;
- works under limited supervision, either individually or in a team;
- possesses sound communication skills; and
- requires specific on-the-job training and/or relevant skills training or experience.

Indicative tasks performed at this level are:

Food services assistant
Laundry hand
Cleaner
Gardner (non-trade)
Maintenance (unqualified)
Driver (less than 3ton)

Aged Care Employee – Level 3

An Employee at this level:

- is capable of prioritising work within established routines, methods and procedures (non admin/clerical);
- is responsible for work performed with a medium level of accountability or discretion (non admin/clerical);

-
- works under limited supervision, either individually or in a team (non admin/clerical);
 - possesses sound communication and/or arithmetic skills (non admin/clerical); and
 - requires specific on-the-job training and/or relevant skills training or experience (non admin/clerical).

Indicative tasks performed at this level are:

Cook (non-trade)

Driver (less than 3ton) who is required to hold a St John Ambulance First Aid

Receptionist

Leisure & Lifestyle Officer (unqualified)

Aged Care Employee – Level 4

An Employee at this level:

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

Indicative tasks performed at this level are:

Cook (trade)

Maintenance/Handyperson (qualified)

Driver (3 ton and over)

Gardener (trade or TAFE certificate III or above)

Senior Receptionist

Personal Care Worker (Certificate III Qualified)

Leisure & Lifestyle Officer (Certificate III Qualified)

Aged Care Employee – Level 5

An Employee at this level:

- is capable of functioning semi-autonomously, and prioritising their own work within established policies, guidelines and procedures;
- is responsible for work performed with a substantial level of accountability;
- works either individually or in a team;
- may assist with supervision of others;

-
- requires a comprehensive knowledge of medical terminology and/or a working knowledge of health insurance schemes (admin/clerical);
 - may require basic computer knowledge or be required to use a computer on a regular basis;
 - possesses administrative skills and problem solving abilities;
 - possesses well developed communication, interpersonal and/or arithmetic skills; and
 - requires substantial on-the-job training, may require formal qualifications at trade or certificate level and/or relevant skills training or experience.

Indicative tasks performed at this level are:

Senior Cook (trade)

Personal Care Worker (Certificate IV Qualified)

Leisure & Lifestyle Officer (Certificate IV Qualified)

Aged Care Employee – Level 6

An Employee at this level:

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

Indicative tasks performed at this level are:

Chef with relevant qualifications

Leisure & Coordinator (Unqualified)

Aged Care Employee – Level 7

An Employee at this level:

- is capable of functioning autonomously, and prioritising their work and the work of others within established policies, guidelines and procedures;

-
- is responsible for work performed with a substantial level of accountability and responsibility;
 - may supervise the work of others, including work allocation, rostering and guidance;
 - works either individually or in a team;
 - may require comprehensive computer knowledge or be required to use a computer on a regular basis;
 - possesses developed administrative skills and problem solving abilities;
 - possesses well developed communication, interpersonal and/or arithmetic skills; and
 - may require formal qualifications at trade or Advanced Certificate or Associate Diploma level and/or relevant skills training or experience.

Indicative tasks performed at this level are:

Leisure & Lifestyle Coordinator (Cert. IV Qualified)

Chef Manager with relevant qualifications

General Notes

Characteristics listed in the structure are not set out in any particular order.

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Pay Rates

General		(First full pay period commencing on or after)		
			Date of Approval (\$)	1 July 2024 (\$)
Aged Care Employee - General	Level 1		25.17	25.92
	Level 2		26.17	26.95
	Level 3		27.18	27.99
	Level 4		27.49	28.31
	Level 5		28.42	29.27
	Level 6		29.96	30.85
	Level 7		30.49	31.41

Personal Care Workers / Leisure and Lifestyle		(First full pay period commencing on or after)		
			Date of Approval (\$)	1 July 2024 (\$)
Aged Care Employee - Direct Care	Level 2 - PCW (unqualified)		30.09	30.99
	Level 3 - PCW / L&L (unqualified)		31.25	32.19
	Level 4 - PCW / L&L (Cert III)		31.61	32.56
	Level 5 - PCW / L&L (Cert IV)		32.68	33.66
	Level 6 - L&L Coordinator (unqualified)		34.45	35.49
	Level 7 - L&L Coordinator (Cert IV)			
	Level 7 - Chef Manager		35.07	36.12

Allowances (Clause 16)			Date of Commencement (\$)	(First full pay period commencing on or after) 1 July 2024 (3%)
Laundry allowance	Per day		0.32	0.33
	Per week		1.49	1.53
Foul and nauseous linen allowance	Per hour		0.54	0.56
	Minimum payment per week		2.93	3.02

Allowance (Clause 17(c))			Date of Commencement (\$)	(First full pay period commencing on or after) 1 July 2024 (3%)
OT Meal Allowance	> 1 hr OT		15.20	15.66
	> 4 hrs OT		13.70	14.11