**TASMANIAN INDUSTRIAL COMMISSION**

**Industrial Relations Act 1984**
s23 application for award or variation of award

**Tasmanian Trades and Labor Council**
(T13142 of 2008)
Private Sector Awards

**Minister administering the *State Service Act 2000***
(T13143 of 2008)
Public Sector Awards

**FULL BENCH:**
PRESIDENT P L LEARY
DEPUTY PRESIDENT P C SHELLEY
COMMISSIONER T J ABEY

**Wage Rates – State Wage Case 2008 – applications to vary private and public sector awards – Private Sector Awards – Public Sector Awards, other than named awards - award wage rates to be increased by $19.00 per week - wage related allowances to be increased by 3.1% – meal allowance increased to $14.60 - State Minimum Wage rate determined at $546.10 - s.35(1)(b) – operative date ffpp 1 August 2008**

**NURSING HOMES AWARD**

**ORDER BY CONSENT**

**No. 1 of 2008**
**(Consolidated)**

AMEND THE **NURSING HOMES AWARD** BY DELETING ALL CLAUSES CONTAINED THEREIN AND INSERTING IN LIEU THEREOF THE FOLLOWING; AND THE AWARD IS CONSOLIDATED:

## 1. TITLE

This award shall be known as the "Nursing Homes Award".

## 2. SCOPE

This award is established in respect of the industry of Nursing Homes licensed as such under the *Hospitals Act 1918*.

## 3. ARRANGEMENT


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## 4. DATE OF OPERATION

This award shall come into operation from the first full pay period commencing on or after 1 August 2008.

## 5. SUPERSESSION AND SAVINGS

This award incorporates and supersedes the Nursing Homes Award No. 1 of 2007 (Consolidated).

**PROVIDED** that no right, obligation or liability incurred or accrued under any of the abovementioned provisions shall be affected by the replacement and supersession.

## 6. PARTIES AND PERSONS BOUND

Unless otherwise specified, this award shall have application to and be binding upon:

(a) all employers (whether members of a Registered Organisation or not) who are engaged in the industry specified in Clause 2 - Scope;

(b) all employees (whether members of a Registered Organisation or not) for whom classifications appear in this award and who are engaged in the industry specified in Clause 2 - Scope;

(c) the following organisation of employees in respect of whom award interest has been determined:

the Health Services Union of Australia, Tasmania No. 1 Branch and the Officers of that organisation and their members who are employed in the industry specified in Clause 2 - Scope.

(d) the following organisation of employers in respect of whom award interest has been determined:

the Tasmanian Chamber of Commerce and Industry Limited.

## 7. DEFINITIONS

(A) CLASSIFICATION DEFINITIONS

**'Administrative Employee'**

**Adult Entry Level - (Wage relativity to Services Employee Level 5 = 82.5%)**

**'Adult Entry Level**' shall mean the entry point for adult employees (21 years and over) with less than 1976 hours (or two calendar years whichever comes first) clerical experience either as a junior or adult, and on completion of that clerical experience (whether with one or more employers in any industry) such adult employee shall be advanced to a graded position dependent on skills held and position requirements.

**Level 1a - (Wage relativity to Services Employee Level 5 = 86%)**

An employee at this level shall be a Level 1b Administrative Employee with less than 1976 hours (or two calendar years whichever comes first) experience at this level.

**Level 1b - (Wage relativity to Services Employee Level 5 = 88.5%)**

An employee at this level may be engaged on tasks requiring direct supervision.

Performs routine tasks and/or operates basic equipment within guidelines established by the employer, requiring previous training or experience.

The employee would exercise little or no discretion.

Indicative tasks that may be performed at this level include:

- Reception duties, filing, typing, mail.

**Level 2a - (Wage relativity to Services Employee Level 5 = 90%)**

An employee at this level shall be a Level 2b Administrative Employee with less than 1976 hours (or two calendar years whichever comes first) experience at this level.

**Level 2b - (Wage relativity to Services Employee Level 5 = 92%)**

An employee at this level may be engaged on tasks requiring direct supervision.

Performs tasks using a more extensive range of skills and knowledge at a level higher than required at Level 1b Administrative Employee.

The employee may be responsible and accountable for their own work which is performed within routines and guidelines established by the employer.

The employee may exercise some discretion in relation to their own work.

Indicative tasks that may be performed at this level include in addition to those of Level 1b Administrative Employee:

- Word processing, data input and retrieval.

**Level 3a - (Wage relativity to Services Employee Level 5 = 95%)**

An employee at this level shall be a Level 3b Administrative Employee with less than 1976 hours (or two calendar years whichever comes first) experience at this level.

**Level 3b - (Wage relativity to Services Employee Level 5 = 97%)**

An employee at this level may be engaged on tasks requiring general supervision.

Performs tasks using a more extensive range of skills and knowledge at a level higher than required at Level 2b Administrative Employee.

The employee would be responsible and accountable for their own work which is performed within guidelines established by the employer.

The employee would exercise some discretion in relation to their work.

An employee at this level may be in charge of up to five lower level employees.

Indicative tasks that may be performed at this level include in addition to those of Level 2b Administrative Employee:

- Accounts, basic payroll duties.

**Level 4 - (Wage relativity to Services Employee Level 5 = 100%)**

An employee at this level may be engaged on tasks requiring general supervision.

Performs tasks using a more extensive range of skills and knowledge at a level higher than required for Level 3b Administrative Employee.

The employee would be responsible and accountable for their own work and exercise discretion and initiative in the organisation of work within limits prescribed by the employer.

An employee at this level may be in charge of more than five lower level employees and be able to provide guidance by means of personal instruction and demonstration.

**Level 5 - (Wage relativity to Services Employee Level 5 = 105%)**

An employee at this level may be engaged on tasks requiring limited supervision.

Performs tasks using a more extensive range of skills and knowledge at a level higher than required for Level 4 Administrative Employee.

The employee would be responsible and accountable for their own work and have responsibility for the work of others.

The employee would exercise initiative, discretion and judgement in the performance of their work.

**Level 6 - (Wage relativity to Services Employee Level 5 = 110%)**

An employee at this level may be engaged on tasks requiring minimum supervision.

Performs tasks using a more extensive range of skills and knowledge at a level higher than required for Level 5 Administrative Employee.

The employee would be responsible and accountable for their own work and be responsible and accountable for the work of others.

The employee may be in charge of a section or department and would exercise initiative, discretion and judgement.

**Level 7 - (Wage relativity to Services Employee Level 5 = 120%)**

An employee at this level may be engaged in the performance of clerical and administrative duties using a more extensive range of skills and knowledge at a level higher than required for Level 6 Administrative Employee.

The employee would be responsible and accountable for their own work and be responsible and accountable for a section or department.

The employee would exercise initiative, discretion and judgement in the performance of their duties.

Supervision would be by means of reporting to more senior employees as required.

**'Extended Care Assistant'**

**Level 1 - (Wage relativity to Services Employee Level 5 = 78%)**

**'Trainee Extended Care Assistant'** means an employee in their first 494 hours of employment in this position and is undertaking induction training.

The employee will assist in providing direct care to residents in accordance with guidelines predetermined by the employer and shall be subject to direct supervision.

Indicative tasks that may be performed at this level include:

- Provide quality care to residents;
- Follow residents care plan;
- Observations of residents needs;
- Maintain relevant documentation.

Entry point:

- New employee.

**Level 2 - (Wage relativity to Services Employee Level 5 = 85.5%)**

**'Extended Care Assistant'** means a Level 1 Extended Care Assistant employee who has completed the 494 hours induction training.

An employee at this level shall continue to receive in-house training while assisting in providing care to residents in accordance with guidelines predetermined by the employer and shall be subject to direct supervision.

An employee shall remain at this level until 1976 hours work (or two calendar years whichever comes first including 494 hours induction training) has been completed.

Entry point:

- Trainee Extended Care Assistant;
- Extended Care Assistant returning after an absence of more than five years.

**Level 3 - (Wage relativity to Services Employee Level 5 = 88.5%)**

**'Extended Care Assistant'** means an employee that provides direct care to residents in accordance with guidelines predetermined by the employer and shall be subject to general supervision.

Indicative tasks that may be performed at this level include:

- Provide quality care to residents;
- Follow residents care plan;
- Observations of residents needs;
- Maintain relevant documentation.

Entry Point:

- Extended Care Assistant Level 2 after 1482 hours at that level, or
- Extended Care Assistant Level 2 after two calendar years at that level, whichever comes first, or
- Experience and/or training acceptable to the employer.

**Level 4 - (Wage relativity to Services Employee Level 5 = 91%)**

**'Senior Extended Care Assistant'** means an employee that provides direct care to residents in accordance with routines established by the employer, shall be subject to general supervision and shall use initiative and judgement.

Indicative tasks that may be performed at this level include:

- Diversional therapy;
- Supervision of Hostels.

**Level 5 - (Wage relativity to Services Employee Level 5 = 94%)**

**'Supervisor'** means an employee that provides direct care to residents in accordance with routines established by the employer, shall be subject to limited supervision and shall use a significant degree of discretion.

An employee at this level may be in charge of employees within their section or department.

An employee at this level shall have completed a relevant training course or have relevant experience acceptable to the employer.

**'Services Employee'**

**Level 1 - (Wage relativity to Services Employee Level 5 = 78.6%)**

An employee at this level shall be a new employee undergoing training for the first 1976 hours (or two calendar years whichever comes first) of employment.

Work performed shall be under direct supervision and of a routine nature within procedures established by the employer.

**Level 2 - (Wage relativity to Services Employee Level 5 = 82%)**

An employee at this level may be engaged on tasks requiring direct supervision.

Performs routine tasks and/or operates basic equipment requiring previous training or experience and little or no discretion on the part of the employee.

**Level 3 - (Wage relativity to Services Employee Level 5 = 87.4%)**

An employee at this level may be engaged on tasks requiring general supervision.

Performs tasks and/or operates plant and equipment requiring skills beyond Level 2 Services Employee and which require the use of some discretion on the part of the employee.

An employee at this level may be in charge of up to six lower level employees.

**Level 4 - (Wage relativity to Services Employee Level 5 = 92.1%)**

An employee at this level may be engaged on tasks requiring general supervision.

Performs tasks and/or operates plant, equipment and vehicles requiring skills beyond Level 3 Services Employee and which may require a significant degree of discretion on the part of the employee.

May provide routine assistance to trades employees requiring a limited level of trade knowledge and skill.

An employee at this level may be in charge of up to 12 lower level employees and be responsible for the assignment and quality of their work.

**Level 5 - (Wage relativity to Services Employee Level 5 = 100%)**

An employee at this level may be engaged on tasks requiring general supervision.

Performs tasks and/or operates plant, equipment and vehicles requiring trade qualifications.

Performs tasks and/or operates plant, equipment and vehicles requiring a level of skills and knowledge acceptable to the employer.

An employee at this level may be in charge of up to 20 lower level employees engaged on a variety of non-trades tasks.

**Level 6 - (Wage relativity to Services Employee Level 5 = 105%)**

An employee at this level may be engaged on tasks requiring limited supervision.

Performs trade work requiring a high level of trade skill utilising initiative and judgement above that required at Level 5 Services Employee.

An employee at this level may be in charge of up 20 lower level employees engaged on a variety of non-trades tasks and be responsible for the assignment and quality of their work.

**Level 7 - (Wage relativity to Services Employee Level 5 = 110%)**

An employee at this level may be engaged on tasks requiring limited supervision.

Performs trade work requiring a high level of trade skill employing an independent approach and a high degree of initiative.

These tasks may encompass the provision of trade and equivalent level guidance to other employees.

An employee at this level may be in charge of more than 20 lower level employees engaged in trades tasks and be responsible for the assignment and quality of their work.

**Level 8 - (Wage relativity to Services Employee Level 5 = 115%)**

An employee at this level may be engaged on tasks using a more extensive range of skills and knowledge at a level higher than required for Level 7 Services Employee.

The employee would be responsible and accountable for their own work and be responsible and accountable for a section or department.

The employee would exercise initiative, discretion and judgement in the performance of their duties.

Supervision would be by means of reporting to more senior employees as required.

(B) GENERAL DEFINITIONS

**'Casual employee'** means a person who either:

(i) relieves a full-time or part-time employee; or

(ii) is engaged temporarily for specific duties for a period not exceeding eight weeks.

**'Executive staff'** means an employee appointed to the classification of Administrative Employee Level 7.

**'Full-time employee**' means a person engaged to work for the full ordinary hours prescribed in Clause 23 - Hours.

**'Non-rotating roster'** means a roster that does not fulfil all the minimum requirements for a rotating roster in accordance with the definition of rotating roster contained in this clause.

**'Part-time employee'** means a person, other than a full-time employee or casual employee engaged to work regularly in each pay period for less hours than an equivalently classified full-time employee.

**'Projected roster'** means an employee's normal roster for the period of leave.

**'Relevant award rate'** means the rate specified for the appropriate classification in Clause 8 - Wage Rates, excluding all allowances, loadings etc.

**'Roster'** means a work pattern designed for a specific work area for all or any work performed outside the span or ordinary hours contained in Clause 23 - Hours, excluding work performed outside the span of hours and paid in accordance with Clause 29 - Overtime.

**'Rostered employee'** means an employee required to work in accordance with a roster.

**'Rotating roster'** means a roster that requires an employee to regularly rotate between day work, afternoon work and night work or any two combinations of them, subject to the following requirements:

(i) an employee shall not be required to work night work for more than four weeks; and

(ii) an employee shall not be required to work more than two-thirds of their working time on night work; and

(iii) the daily hours of afternoon or night work allocated to each employee at any one time shall continue for at least five successive afternoons or nights.

For the purpose of this definition, day work is work performed between the hours of 6.00am and 7.00pm, afternoon work is work that concludes between the hours of 7.00pm and midnight, and night work is work that commences between the hours of 4.00pm and 6.00am.

**'Show Day'** means not more than one local show day observed on an employee's ordinary working day, other than a Saturday or a Sunday, in the city, town or district in which the employee is employed; or such other day which, in the absence of such a local show day, is agreed on by the employee and the employer.

**'Union'** means a registered organisation of employees listed in Clause 6 - Parties and Persons Bound.

## 8. WAGE RATES

SECTION A - WAGES - ADULTS

Adult employees shall be paid in accordance with the following structure which shall be read in conjunction with the classification definitions contained in Clause 7 - Definitions.

| Administrative Employee | Base Rate Relativity % | Base Rate $ | Safety Net Adjustment $ | Total Weekly Wage $ |
|---|---|---|---|---|
| Adult Entry Level | 82.5 | 375.10 | 220.70 | 595.80 |
| Level 1a | 86.0 | 391.00 | 220.70 | 611.70 |
| Level 1b | 88.5 | 402.40 | 220.70 | 623.10 |
| Level 2a | 90.0 | 409.20 | 220.70 | 629.90 |
| Level 2b | 92.0 | 418.30 | 222.70 | 641.00 |
| Level 3a | 95.0 | 432.00 | 222.70 | 654.70 |
| Level 3b | 97.0 | 441.10 | 222.70 | 663.80 |
| Level 4 | 100.0 | 454.70 | 222.70 | 677.40 |
| Level 5 | 105.0 | 477.40 | 220.70 | 698.10 |
| Level 6 | 110.0 | 500.20 | 220.70 | 720.90 |
| Level 7 | 120.0 | 545.60 | 220.70 | 766.30 |
| Extended Care Assistant | | | | |
| Level 1 | 78.0 | 354.70 | 220.70 | 575.40 |
| Level 2 | 85.5 | 388.80 | 220.70 | 609.50 |
| Level 3 | 85.5 | 402.40 | 220.70 | 623.10 |
| Level 4 | 91.0 | 413.80 | 220.70 | 634.50 |
| Level 5 | 94.0 | 427.40 | 222.70 | 650.10 |
| Services Employee | | | | |
| Level 1 | 78.6 | 357.40 | 220.70 | 578.10 |
| Level 2 | 82.0 | 372.80 | 220.70 | 593.50 |
| Level 3 | 87.4 | 397.40 | 220.70 | 618.10 |
| Level 4 | 92.1 | 418.80 | 222.70 | 641.50 |
| Level 5 | 100.0 | 454.70 | 222.70 | 677.40 |
| Level 6 | 105.0 | 477.40 | 220.70 | 698.10 |
| Level 7 | 110.0 | 500.20 | 220.70 | 720.90 |
| Level 8 | 115.0 | 522.90 | 220.70 | 743.60 |

## SECTION B - WAGES - JUNIORS

Junior employees shall be paid the wage rate assigned to the following age classification:

| Administrative Employee | % of Wage Rate Adult Entry Level |
|---|---|
| Under 17 years of age | 53 |
| 17 to 18 years of age | 61 |
| 18 to 19 years of age | 71 |
| 19 to 20 years of age | 81 |
| 20 to 21 years of age | 90 |

| Extended Care Assistant and Services Employee | % of Wage Rate for Extended Care Assistant Level 1 |
|---|---|
| Under 17 years of age | 52 |
| 17 to 18 years of age | 61 |
| 18 to 19 years of age | 72 |
| 19 to 20 years of age | 83 |
| 20 to 21 years of age | 91 |

## SECTION C - WAGES - RELEVANT MINIMUM RATE

It is a requirement of the State Wage Case Decision of 13 February, 1992, T3584 of 1991, that where a new paid rates award is made, the award shall specify the classification prescribed in the relevant minimum rates award on which the actual rates prescribed for the key classification in the paid rates award is calculated.

The following is set down in accordance with that requirement:

Minimum Rates Award - Metal and Engineering Industry Award
Classification - Wage Group Level 7

Paid Rates Award - Nursing Homes Award
Classification - Services Employee Level 5

## SECTION D - SUPPORTED WAGE SYSTEM

(a) Eligibility Criteria

Subject to this section an employer may engage employees at a supported wage rate (as set out in subclause (c) of this section) who meet the impairment criteria for receipt of a Disability Support Pension and who, because of their disability, are unable to perform the range of duties to the competence level normally required for the class of work for which they are engaged.

**PROVIDED** that this section does not apply to any existing employee who has a claim against the employer which is subject to the provisions of workers' compensation legislation or any provision of this award relating to the rehabilitation of employees who are injured in the course of their current employment.

**PROVIDED FURTHER** that this section does not apply to employers in respect of their facility, programme, undertaking, service or the like which receives funding under the *Disability Services Act 1986* and fulfils the dual role of service provider and sheltered employer to people with disabilities who are in receipt of or are eligible for a disability support pension, except with respect to an organisation which has received recognition under Section 10 or under Section 12A of the above Act, or if a part only has received recognition, that part.

(b) For the purposes of this section:

**'Accredited Assessor'** means a person accredited by the management unit established by the Commonwealth under the Supported Wage System to perform assessments of an individual's productive capacity within the Supported Wage System.

**'Assessment instrument'** means the form provided for under the Supported Wage System that records the assessment of the productive capacity of the person to be employed under the Supported Wage System.

**'Disability Support Pension'** means the pension available under the Commonwealth pension scheme to provide income security for persons with a disability as provided under the *Social Security Act 1991*, as amended from time to time, or any successor to that scheme.

**'Supported Wage System'** means the Commonwealth Government System to promote employment for people who cannot work at full award wages because of a disability.

(c) Supported Wage Rates

Employees to whom this section applies shall be paid the applicable percentage of the minimum rate of pay prescribed by this award for the class of work which the person is performing according to the following schedule:

| Assessed Capacity (subclause (d)) | % of Prescribed Award Rate |
|---|---|
| 10% | 10% |
| 20% | 20% |
| 30% | 30% |
| 40% | 40% |
| 50% | 50% |
| 60% | 60% |
| 70% | 70% |
| 80% | 80% |
| 90% | 90% |

**PROVIDED** that the minimum amount payable shall be not less than $66 per week.

(d) Assessment of Capacity

For the purpose of establishing the percentage of the award rate to be paid to a supported wage employee under this award, the productive capacity of the employee will be assessed in accordance with the Supported Wage System and documented in an assessment instrument by either:

(i) the employer and a union party to the award, in consultation with the employee or, if desired by any of these;

(ii) the employer and an accredited Assessor from a panel agreed by the parties to the award and the employee.

(e) Lodgment of Assessment Instrument

(i) All assessment instruments under the conditions of this section, including the appropriate percentage of the award wage to be paid to the employee, shall be lodged by the employer with the Registrar of the Tasmanian Industrial Commission.

(ii) All assessment instruments shall be agreed and signed by the parties to the assessment, provided that where a union which is party to the award, is not a party to the assessment, it shall be referred by the Registrar of the Tasmanian Industrial Commission to the union by certified mail and shall take effect unless an objection is notified to the Registrar of the Tasmanian Industrial Commission within 10 working days.

(f) Review of Assessment

The assessment of the applicable percentage shall be subject to annual review or earlier on the basis of a reasonable request for such a review. The process of review shall be in accordance with the procedures for assessing capacity under the Supported Wage System.

(g) Other Terms and Conditions of Employment

Where an assessment has been made, the applicable percentage shall apply to the wage rate only. Employees covered by the supported wage provisions of this section shall be entitled to the same terms and conditions of employment as all other workers covered by this award who are paid on a pro rata basis.

(h) Workplace Adjustment

An employer wishing to employ a person under the provisions of this section shall take reasonable steps to make changes in the workplace to enhance the employee's capacity to do the job. Changes may involve re-design of job duties, working time arrangements and work organisation in consultation with other workers in the area.

(i) Trial Period

(i) In order for an adequate assessment of the employee's capacity to be made, an employer may employ a person under the provisions of this section for a trial period not exceeding 12 weeks, except that in some cases additional work adjustment time (not exceeding four weeks) may be needed.

(ii) During that trial period the assessment of capacity shall be undertaken and the proposed wage rate for a continuing employment relationship shall be determined in accordance with subclauses (d) and (e).

(iii) The minimum amount payable to the employee during the trial period shall be no less than $66 per week or such greater amount as is agreed from time to time between the parties.

(iv) Work trials should include induction or training as appropriate to the job being trialed.

(v) Where the employer and employee wish to establish a continuing employment relationship following the completion of the trial period, a further contract of employment shall be entered into based on the outcome of assessment under subclause (c) hereof.

## SECTION E – MINIMUM WAGE

(a) Minimum Wage

No employee shall be paid less than the minimum wage.

(b) Amount of Adult Minimum Wage

(i) The minimum wage for full-time adult employees not covered by Section D - Supported Wage System is $546.10 per week.

(ii) Adults employed under a supported wage system clause shall continue to be entitled to receive the wage rate determined under that clause. Provided that such employees shall not be paid less than the amount determined by applying the percentage in the supported wage system clause applicable to the employee concerned to the amount of the minimum wage specified in paragraph (b)(i).

(iii) Adults employed as part-time or casual employees shall continue to be entitled to receive the wage rate determined under the casual and part-time clauses of the award. Provided that such employees shall not be paid less than pro rata the minimum wage specified in paragraph (b)(i) according to the number of hours worked.

(c) How the Minimum Wage Applies to Juniors

(i) The wage rates provided for juniors by this award continue to apply unless the amount determined under paragraph (c)(ii) is greater.

(ii) The minimum wage for an employee to whom a junior rate of pay applies is determined by applying the percentage in the junior wage rates clause applicable to the employee concerned to the relevant amount in paragraph (b)(i).

(d) Application of Minimum Wage to Certain Employees

Due to existing applicable award wage rates being greater than the relevant proportionate minimum wage, this clause will not apply to employees falling within the scope of the National Training Wage (Tasmanian Private Sector) Award and Trainees undertaking an apprenticeship.

(e) Application of Minimum Wage to Award Rates Calculation

The minimum wage:

(i) applies to all work in ordinary hours;

(ii) applies to the calculation of overtime and all other penalty rates, superannuation, payments during sick leave, long service leave and annual leave, and for all other purposes of this award; and

(iii) is inclusive of the arbitrated safety net adjustment provided by the July 2008 State Wage Case Decision (T13142 of 2008) and all previous safety net and state wage case adjustments.

## 9. ACCOMMODATION AND CONVENIENCES

(a) An employee required to sleep at the employers workplace shall be provided with comfortable and healthy accommodation.

In addition, such employees shall be provided linen, cutlery, crockery and blankets free of cost.

(b) Dressing rooms, luncheon rooms and conveniences shall be provided for all employees.

## 10. ANNUAL LEAVE

(a) Period of Leave

(i) Full-Time Employees

Full-time employees shall be allowed the following annual leave after 12 months continuous service (less the period of annual leave):

Administrative Employees - 150 hours,
All other employees - 152 hours.

Such leave to be allowed annually and to be taken in a period of 28 consecutive days.

(ii) Part-Time Employees

Part-time employees (excluding employees who attract the 20 per cent part-time loading) shall be entitled to annual leave based on the number of ordinary hours worked in the leave year.

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

$$\frac{\text{Part-time hours worked p.a. (including any period of annual leave)}}{\text{Full-time hours p.a.}} \times \frac{\text{Full-time leave entitlement}}{1}$$

(b) Additional Leave

(i) Employees on Roster

An employee required to work in accordance with a roster shall, in addition to the annual leave prescribed in subclause (a), be allowed 38 hours leave, to be taken in a period of seven consecutive days including non-working days.

**PROVIDED** that to receive such additional leave the employee shall be rostered to work on not less than 10 Saturdays and 10 Sundays during any one leave year.

Where an employee with 12 months continuous service is engaged for part of the 12 monthly period on a roster, he/she shall be entitled to have the period of annual leave prescribed in subclause (a) increased by 7.6 hours for each two months he/she is continuously engaged on such roster.

(ii) Executive Staff

The annual leave entitlement for executive staff shall be increased by 38 hours where such staff are required in the normal course of their duties to attend meetings of the controlling body's committees or sub-committees outside their normal working hours.

(c) Holidays with Pay

(i) Subject to this subclause the annual leave prescribed by this clause shall be exclusive of any of the holidays prescribed by Clause 22 - Holidays with Pay and if any such holiday falls within an employee's period of annual leave and is observed on a day which in the case of that employee would have been an ordinary working day there shall be added to the period of annual leave, holiday leave equivalent to the ordinary time which the employee would have worked if such day had not been a holiday.

(ii) Notwithstanding the foregoing provisions, a full-time employee required to work in accordance with a roster shall receive in addition to his/her period of annual leave, holiday leave equivalent to one day for each holiday mentioned in Clause 22 - Holidays with Pay, whether or not such holiday is observed on a day which, for that employee would have been a rostered day off.

**PROVIDED** that this shall not apply to a holiday which is observed on a Saturday or on a Sunday.

**PROVIDED FURTHER** that this shall not apply to a holiday for which, by agreement between the employer and employee, an employee has been paid the appropriate holiday rate of pay in accordance with Clause 22 - Holidays with Pay.

(iii) Notwithstanding the foregoing provisions, a part-time employee (excluding an employee who attracts the 20 per cent part-time loading) who works in accordance with a roster shall receive in addition to his/her period of annual leave, holiday leave equivalent to one day for each holiday mentioned in Clause 22 - Holidays with Pay, upon which he/she is rostered to work.

**PROVIDED** that this shall not apply to a holiday which is observed on a Saturday or on a Sunday.

**PROVIDED FURTHER** that this shall not apply to a holiday for which, by agreement between the employer and employee, an employee has been paid the appropriate holiday rate of pay in accordance with Clause 22 - Holidays with Pay.

(d) Broken Leave

Leave allowed under the provisions of this clause shall be given and taken in not more than two separate periods unless the employer and the employee otherwise agree.

(e) Time of Taking Leave

Annual leave shall be given at a time fixed by the employer within a period not exceeding six months from the date when the right to annual leave accrued and after not less than two weeks' notice to the employee.

(f) Payment in Lieu Prohibited

Except as provided in subclause (h) payment shall not be made or accepted in lieu of annual leave.

(g) Payment for Period of Leave

(i) An employee, before going on annual leave or additional leave provided for in subclause (b) of this clause shall be paid the amount of wages he/she would have received in respect of the ordinary time which he/she would have worked had he/she not been on leave during the relevant period.

(ii) In addition to the entitlement prescribed in paragraph (i) of this subclause an employee shall be paid the relevant award rate plus a loading of 15 per cent for any holiday leave due in accordance with paragraphs (ii) and (iii) of subclause (c) of this clause.

(iii) Payment shall be made not later than 12 noon on the last day of work prior to going on leave.

(iv) Payment calculated in accordance with the provisions of this clause shall be made for the full weeks of leave taken at the time, unless otherwise specified by the employee.

(h) Proportionate Leave on Ending Service

If after one month of continuous service in respect of weekly employees in any qualifying 12 monthly period, an employee lawfully leaves the employment or the employment is terminated by the employer through no fault of the employee, the employee shall be paid at his/her ordinary rate of wage as follows:

(i) Full-Time Employees

12.67 hours for each completed month of continuous service.

(ii) Rostered Employees

15.83 hours for each completed month of continuous service in addition to such entitlements established under the provisions of subclause (b) hereof.

(iii) Part-Time Employees

Rostered employees - 9.6 per cent of the normal hours worked in each completed month of continuous service in addition to such entitlements established under the provisions of subclause (b) hereof.

(iv) Other Employees

7.7 per cent of the normal hours worked in each completed month of continuous service.

(i) Annual Leave Allowance

During a period of annual leave (excluding leave in accordance with subclause (c) hereof) an employee shall be paid an allowance by way of additional salary calculated on the wages prescribed for the relevant classification in Clause 8 - Wage Rates as follows:

(i) 17½ per cent of his/her classification rate immediately prior to going on annual leave plus, where applicable, any all purpose payment payable to the employee concerned; or

(ii) Notwithstanding the provisions of (i) hereof in the case of an employee required to work a roster, he/she shall, while on annual leave, receive the wages equivalent to that which he/she would have received in accordance with his/her projected roster.

**PROVIDED** that if an allowance of 17½ per cent in addition to the relevant award rate provides a greater monetary amount than the projected roster then the employee shall be entitled to the provisions of paragraph (i) above and not the projected roster.

**PROVIDED FURTHER** that this clause shall not apply to proportionate annual leave accrued by an employee in the leave year of the year of termination of service where such employee voluntarily resigns or whose services are terminated for disciplinary or other good reason.

(j) Calculation of Continuous Service

For the purpose of this clause, service shall be deemed to be continuous notwithstanding any absence from work on account of personal sickness or accident up to and including 91 days.

**PROVIDED** that any absence on account of personal sickness or accident in excess of 91 days in any 12 monthly period shall not count towards calculation of continuous service.

(k) Employer Instigated Cancellation of Leave

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

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

**PROVIDED FURTHER** that the employer shall only be liable to pay that portion of the payment declared unrecoverable, which is not subject to an insurance claim or payment.

(ii) An employee who, during a period of annual leave, responds to an employer instigated request to return to work during such a period of annual leave shall be entitled to redeem from the employer any travel and other associated costs incurred in returning to work and the subsequent resumption of annual leave. Such costs are deemed to be those in excess of costs normally incurred by the employee in travelling daily to and from work.

The reimbursement of costs associated with the resumption of annual leave would only apply when the period of leave was deemed to be continuous, save only for the interruption occasioned by the return to work.

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

(iii) An employee, on returning to work in response to an employer instigated request, shall be recredited with one day's annual leave for each day or part thereof the employee is deemed to be at work. The employee shall be entitled

to observe such additional recredited day or days in addition to that unused portion of approved annual leave (which the employee would have observed but for the interruption occasioned by his return to work) immediately upon the expiration of the period of duty for which the employer recalled the employee.

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

(l) Single Day Annual Leave

Notwithstanding provisions elsewhere in the award, the employer and the majority of employees at an enterprise may agree to establish a system of single day annual leave absences provided that:

(i) An employee may elect, with the consent of the employer, to take annual leave in single day periods or part of a single day not exceeding a total of five days in any calendar year at a time or times agreed between them.

(ii) An employee and employer may agree to defer payment of the annual leave loading in respect of single day absences, until at least five consecutive annual leave days are taken.

(iii) An employee or the employees may choose to request a union party to this award, to represent their interests in negotiations referred to in paragraph (i) of this subclause.

(iv) Once a decision has been taken to introduce an enterprise system of single day annual leave, in accordance with this clause, its terms must be set out in the time and wages records kept pursuant to Regulation 25 of the Industrial Relations Regulations 1993.

(v) An employer shall record these short term annual leave arrangements in the time and wages book, as prescribed in Clause 44 - Wage and Time Record of this award.

## 11. BEREAVEMENT LEAVE

(a) Paid Leave Entitlement

An employee shall on the death of a member of the employee's immediate family, or a member of the employee's household be entitled upon application being made to, and approved by the employer, to leave up to and including the day of the funeral of such relative and such leave will be without deduction of pay not exceeding the number of ordinary hours worked by the employee in three ordinary days.

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

**PROVIDED** that no such payment shall be made in respect of an employee's rostered days off.

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

(a) The term **'immediate family'** includes:

(i) spouse (including a former spouse, a de facto spouse and a former de facto spouse) of the employee. A de facto spouse, in relation to a person, means a person of the opposite sex to the first mentioned person who lives with the first mentioned person as the husband or wife of that person on a bona fide domestic basis although not legally married to that person; and

(ii) child or an adult child (including an adopted child, a step child, a foster child or an ex nuptial child), parent (including foster parent, step parent and legal guardian), grandparent, grandchild or sibling of the employee or spouse of the employee.

(b) Unpaid Bereavement Leave

An employee may take unpaid bereavement leave by agreement with the employer.

(c) Casual Employees and Employees in Receipt of a Loading in lieu of Paid Leave

(i) Subject to the evidentiary requirements in subclause (a), casual employees and employees in receipt of a loading in lieu of paid leave are entitled to not be available to attend work, or to leave work upon the death in Australia of an immediate family or household member.

(ii) The employer and the employee shall agree on the period for which the employee will be entitled to not be available to attend work. In the absence of agreement, the employee is entitled to not be available to attend work for up to 48 hours (i.e. two days) per occasion. Casual employees and employees in receipt of a loading in lieu of paid leave are not entitled to any payment for the period of non-attendance.

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

## 12. BREAKAGES

Except in the case of proved carelessness, an employee shall not be required to pay for any breakages occurring in the ordinary course of his/her specified duties.

## 13. CALL BACK

(a) Except where otherwise specifically provided an employee recalled to work after leaving his/her employer's workplace (whether notified before or after leaving such workplace) shall be paid at the overtime rate in accordance with Clause 29 - Overtime.

(b) Where an employee is recalled to work in accordance with subclause (a) hereof and the payment at overtime rates in accordance with Clause 29 - Overtime does not equal or exceed four hours pay, then the employee shall be paid four hours pay.

(c) Where an employee is recalled to work a second time, and such recall is within the hours for which payment is already due under subclause (b) hereof, the time worked in the first and second recall shall be combined for the purpose of calculating payment and shall be calculated in accordance with subclause (b) hereof.

(d) Where an employee is recalled to work a second time, and such recall is outside the hours for which payment is already due under subclause (b) hereof, the employee shall be paid in accordance with Clause 29 - Overtime.

**PROVIDED** that where such payment does not equal or exceed three hours pay, then the employee shall be paid three hours pay.

(e) Where an employee is recalled to work a third or subsequent time, payment shall be made at the overtime rate in accordance with Clause 29 - Overtime.

**PROVIDED** that where such payment does not equal or exceed three hours pay, then the employee shall be paid three hours pay.

(f) Time reasonably spent in getting to and from work shall be regarded as time worked.

(g) An employee who is recalled to work within two hours of his/her normal starting time shall be paid at the overtime rate in accordance with Clause 29 - Overtime.

**PROVIDED** that where such payment does not equal or exceed four hours pay, then the employee shall be paid four hours pay.

## 14. CALL - REMOTE

(a) An employee who is to remain on 'remote call' (that is on call for duty and allowed to leave the precincts of the establishment) shall be paid 83 cents for each hour he/she is required to be so available, with a minimum payment of $8.55 for each 24 hour period on remote call.

(b) Where an employee on remote call is recalled to work he/she shall be paid in accordance with Clause 13 - Call Back. This shall be in addition to any entitlement under subclause (a) hereof.

(c) Where practicable an employee will be on remote call for a minimum period of seven consecutive days; otherwise a rotating system averaging at least seven days per employee per cycle shall be worked.

## 15. CASUAL EMPLOYEES

A casual employee for working ordinary time shall be paid per hour 1/38th of the weekly rates prescribed for the work he/she performs, plus 20 per cent; such additional amount to be payment in lieu of annual leave as prescribed in Clause 10 - Annual Leave, sick leave as prescribed in Clause 33 - Personal Leave and holidays with pay as prescribed in Clause 22 - Holidays with Pay.

Casual employees' terms of engagement shall be by the hour and they shall be provided with a minimum of two hours work or, alternatively, paid for a minimum of two hours on each occasion they are required to attend for work. However, where work practices are such that it is inappropriate to apply the conditions stipulated by this provision, such conditions may be varied by mutual agreement between the employees, the union and the employer.

## 16. CONTRACT OF EMPLOYMENT

(a) Except as otherwise provided, employment shall be by the fortnight. Any employee not specifically engaged as a casual employee shall be deemed to be employed by the fortnight.

An employee, on engagement, shall be classified in accordance with the classification definitions contained in Clause 7 - Definitions.

(b) Employment shall be terminated by two weeks' notice given by either side or by the payment or forfeiture of two weeks' wages, as the case may be. This shall not affect the right of the employer to dismiss an employee for serious misconduct or serious neglect of duty, in which case wages shall be paid up to the time of dismissal only.

(c) An employee (other than a casual employee) who is subject to this award, is entitled to be paid in respect of any week, their normal weekly wage at a rate fixed by the award, including overtime and other penalty rates, if any, if:

(i) due to the act, default or order of an employer, the employee does not work for the maximum number of ordinary working hours specified in the award (in the case of a full-time employee) and the maximum number of ordinary working hours which the employee is contracted to work (in the case of part-time employee); and

(ii) the employee is ready and willing to work during those ordinary working hours (specified in paragraph (i) of this subclause) in that week.

(d) An employer may direct an employee to carry out such duties as are within the limits of an employee's skill, competence and training consistent with the classification structure of this award.

This provision should not deny such employee any award entitlement which might be applicable for performing work at a higher classification; nor should the provision enable the employer to pay an employee at a rate lower than the substantive classification for performing work of a lower classification.

## 17. CONSULTATIVE PROCEDURES

(a) The parties to this award are committed to co-operating positively to increase the efficiency, productivity and competitiveness of the industry and establishments covered by Clause 2 - Scope and to enhance the career opportunities and job security of employees in the industry and establishment.

(b) At each enterprise or establishment the employer, the employees and the union shall establish a consultative mechanism and procedures appropriate to the size, structure and needs of that enterprise or establishment. Measures raised by the employer, employees or union for consideration consistent with the objectives of subclause (a) herein shall be processed through that consultative mechanism and procedures.

## 18. ENTERPRISE FLEXIBILITY

(a) Notwithstanding anything contained in this award, but subject to the provisions of this clause, an agreement may be entered into between an employer and all or some of the employees engaged by that employer.

(b) An agreement shall be subject to the following requirements:

(i) The majority of employees affected by the change must genuinely agree to the change.

(ii) The agreement taken as a whole shall not confer a lesser benefit to any employee than is available under the award.

(iii) The union shall be advised by the employer of the intention to commence discussions with employees on an agreement under this clause.

(iv) The union must be a party to the agreement.

(v) The union shall not unreasonably oppose any agreement.

(c) Any enterprise agreement shall be signed by the parties, being the employer and the union, and contains the following:

(i) The term of the agreement.

(ii) The parties covered by the agreement.

(iii) The classes of employees covered by the agreement.

(iv) The means by which a party may retire from the agreement.

(v) The means by which the agreement may be varied.

(vi) Where appropriate, the means by which any dispute arising in respect to the agreement may be resolved.

(d) Any agreement which seeks to vary a provision of this award shall be referred to the Tasmanian Industrial Commission.

## 19. FOUL AND NAUSEOUS LINEN

Employees working in a laundry who are required to handle unusually foul or nauseous linen as defined by the employer or an employee nominated by the employer shall be paid an amount of $10.00 per week extra.

Part-time employees and casual employees shall be paid 1/38th of the weekly allowance when so engaged for each hour worked.

## 20. GRIEVANCE PROCEDURE

The following procedure shall be observed in the resolution of grievances and in the settling of disputes:

(a) In the event of a grievance or dispute arising, the employee shall attempt to resolve the grievance with his/her immediate supervisor. The accredited union job steward shall be present if requested by either party.

(b) Should the grievance or dispute not be settled by the discussions referred to in subclause (a), a representative of the union shall discuss the matter in dispute with a representative of the employer.

(c) If the grievance is still unresolved, the matter should be referred to senior management and the senior local or state union representative.

(d) Without prejudice to either party and except where a bona fide safety issue is involved, work shall continue in accordance with the award while matters in dispute between them are being processed in accordance with the preceding procedure.

(e) Subject to the preceding steps having been carried out, nothing in this clause shall prejudice the right of either party to refer the dispute to the Tasmanian Industrial Commission for determination.

(f) Except where a bona fide safety issue is involved, until the grievance is determined work shall continue normally in accordance with the custom and practice existing before the grievance arose while discussions take place. No party shall be prejudiced as to the final settlement by the continuance of work.

(g) Each employer will formulate policies and practices in accordance with these procedures, which shall be circulated to all employees throughout each workplace.

All new employees shall be handed a copy of these procedures on commencement of employment.

## 21. HIGHER DUTIES

(a) An employee, other than an administrative employee, engaged continuously for two hours or more on duties carrying a higher rate than his/her ordinary classification shall be paid the higher rate for such day. If for less than two hours he/she shall be paid the higher rate for the time so worked.

his provision shall apply irrespective of whether or not an employee works in accordance with a roster.

(b) An employee engaged as an administrative employee who, for a period of five consecutive working days or more, performs the duties of an employee with a higher classification, then that employee shall be paid the rate applicable to the higher paid classification.

## 22. HOLIDAYS WITH PAY

(a) All employees (other than casual employees and part-time employees receiving a 20 per cent loading) shall be entitled to the following holidays without deduction from their weekly wages:

Christmas Day, Boxing Day, New Year's Day, Australia Day, Hobart Regatta Day (south of Oatlands), Eight Hours' Day, Good Friday, Easter Monday, Anzac Day, Queen's Birthday, Show Day, Recreation Day in those areas where Hobart Regatta Day is not observed, or such other day as may be observed in the locality in lieu of any of the aforementioned holidays.

(b) Payment for the holidays mentioned in subclause (a) of this clause which are taken and not worked, shall be at the normal rate of pay which would have applied to the employees concerned, when if it were not for such holiday he/she had been at work.

(c) Where an employee who is entitled to holidays in accordance with subclause (a) of this clause is required to work on any of the holidays mentioned in that subclause, either for part or the whole of such day he/she shall be paid as follows:

(i) In the case of an employee required to work in accordance with a roster - double time.

**PROVIDED** that such rate shall be in substitution for **and not** in addition to the 15 per cent roster loading more particularly set forth in Clause 37 - Roster, subclause (d).

**PROVIDED FURTHER** that this shall not apply where the employee receives holiday leave in accordance with Clause 10 - Annual Leave, paragraphs (c)(ii) and (c)(iii). Such employee shall be paid the ordinary hourly rate for each hour worked plus the roster loading of 15 per cent.

(ii) Notwithstanding paragraph (i) hereof part-time employees and casual employees who receive a loading in lieu of the provisions prescribed in Clause 10 - Annual Leave, Clause 33 - Personal Leave and subclause (a) of this clause shall be paid at the rate of 1.7 times the relevant award rate for work on a holiday mentioned in subclause (a) of this clause.

(iii) In the case of all other employees - double time and one half.

(d) An employee required to work on any of the holidays mentioned in subclause (a) of this clause, where such holiday applies at his/her normal place of work, but because his/her duties require the employee to work at a place where the holiday does not apply, shall have the time in lieu of such holiday added to his/her annual leave entitlement.

(e) Where work commences between 11.00pm and midnight on a holiday mentioned in subclause (a) of this clause the time so worked before midnight shall not entitle the employee to the amount prescribed in subclause (c) of this clause.

**PROVIDED** that the time worked by an employee before midnight on a day preceding a holiday mentioned in subclause (a) of this clause and extending into such holiday the time worked before midnight shall be regarded as time worked on a holiday.

## 23. HOURS

(a) The ordinary hours of work for full-time employees shall be between the hours of 6.00am and 7.00pm, Monday to Friday and:

(i) for administrative employees, 37½ hours per week to be worked in five days in continuous periods of 7½ hours per day, except for a meal break of not more than one hours duration.

(ii) for all other employees, 38 hours per week to be worked in five days in continuous periods of eight hours per day, except for a meal break of not more than one hours duration.

**PROVIDED** that the spread of hours or daily hours prescribed may be altered as to all or a section of the employees by mutual agreement between the employer and the employee(s) in the area concerned and the union, provided that the unions agreement shall not be unreasonably withheld.

**PROVIDED FURTHER** that work performed other than by agreement as prescribed above prior to 6.00am and after 7.00pm shall be paid for at overtime rates but shall be deemed, for the purposes of this subclause, to be part of the employee's ordinary hours of work where his/her ordinary hours of work within the period 6.00am to 7.00pm in any week, have been less than 37½ or 38 whichever is applicable.

(iii) By agreement in writing between an employee and the employer, an employees ordinary hours may be extended to a maximum of 10 ordinary hours per day.

**PROVIDED** that such arrangement may be discontinued by either the employee or the employer giving the other 14 days (one fortnight) written notice.

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

The employer shall not use this subclause to reduce the full-time equivalent (FTE) staff employed in the nursing home.

An employee who proposes to agree to enter into an arrangement under this subclause shall be provided with a copy of this subclause by the employer prior to such arrangement being effective.

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

No employee (or prospective employee) shall be required by the employer to work under the terms of this subclause as a condition of employment or engagement unless by agreement.

(iv) Part-time employees (other than a rostered employee) engaged to work outside the spread of hours specified in paragraph (i) hereof shall receive penalty rates as follows:

Monday to Saturday - time and one half for the first two hours, double time thereafter;

Sunday - double time;

Holidays with Pay - double time and one half.

(b) Employees may be worked in accordance with a roster, subject to Clause 37 - Roster.

**PROVIDED** that any employee required to work ordinary hours outside the span of hours of 6.00am to 7.00pm, Monday to Friday, shall be worked in accordance with a roster.

(c) (i) Where an employee is required to work in accordance with a roster, the ordinary hours of work for that employee shall not exceed:

eight in any one day; nor
48 in any one week; nor
88 in any 14 consecutive days; nor
152 in any 28 day accounting period.

(ii) By agreement in writing between an employee and the employer, an employees ordinary hours may be extended to a maximum of 10 ordinary hours per day.

**PROVIDED** that such arrangement may be discontinued by either the employee or the employer giving the other 14 days (one fortnight) written notice.

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

The employer shall not use this subclause to reduce the full-time equivalent (FTE) staff employed in the nursing home.

An employee who proposes to agree to enter into an arrangement under this subclause shall be provided with a copy of this subclause by the employer prior to such arrangement being effective.

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

No employee (or prospective employee) shall be required by the employer to work under the terms of this subclause as a condition of employment or engagement unless by agreement.

(d) (i) Employers will endeavour to implement the 38-hour week in the form of one paid day off in every two consecutive fortnightly pay periods (i.e. the 19 day month).

However, where an employer encounters operational difficulties in implementation of the 19 day month, discussion may take place with the union on an alternative method of introduction. In the event of disagreement, the matter shall be referred to the Tasmanian Industrial Commission whose decision shall be final and binding. The onus in those proceedings is on the employer to prove the 19 day month creates operational difficulties.

**PROVIDED** that accrued day off shall be rostered to fall on a day of the week other than a Saturday or Sunday. The employer will endeavour to ensure that the accrued day off is rostered to fall either the day immediately before or immediately after rostered days off.

(ii) Where an employee is absent on leave without pay 24 minutes for each day of absence should be deducted from the accrued day off.

(iii) Days of paid absence on holidays with pay and compassionate leave shall count toward the accrued day off on full pay.

(iv) Where an accrued day off falls on a holiday with pay as prescribed in Clause 22 - Holidays with Pay, a substituted accrued day off should be taken as soon as possible.

(v) Holidays with pay as prescribed in Clause 22 - Holidays with Pay, taken accrue towards an accrued day off.

(vi) An employee may elect, with the consent of the employer, to take rostered days off in part day amounts.

(vii) An employee may elect, with the consent of the employer, to accrue some or all rostered days off for the purpose of creating a bank to be drawn upon by the employee at times mutually agreed by the employer, or subject to the reasonable notice by the employee or the employer.

(viii) Where an enterprise system of Rostered Days Off flexibility is introduced, in accordance with this clause, its terms must be set out in the time and wages records kept pursuant to Regulation 25 of the Industrial Relations Regulations 1993.

(ix) An employer shall record Rostered Day Off arrangements in the time and wages book, as prescribed in Clause 44 - Wage and Time Record of the award at each time this provision is used.

(e) Time Off in Lieu of Payment

Notwithstanding provisions elsewhere in the award, the employer and the majority of employees at an enterprise may agree to establish a system of time off in lieu of overtime provided that:

(i) An employee may elect, with the consent of the employer, to take time off in lieu of payment for overtime at a time or times agreed with the employer.

(ii) Overtime taken as time off during ordinary time hours shall be taken at the appropriate penalty rate equivalent.

(iii) An employer shall, if requested by an employee, provide payment at the rate provided for the payment of overtime as prescribed in Clause 29 - Overtime of this award, for any overtime worked under this subclause where such time has not been taken within four weeks of accrual.

(iv) An employee or the employees may choose to request a union party to this award, to represent their interests in negotiation referred to in paragraph (i) of this subclause.

(v) Once a decision has been taken to introduce an enterprise system of time off in lieu, in accordance with this clause, its terms must be set out in the time and wages records kept pursuant to Regulation 25 of the Industrial Relations Regulations 1993.

(vi) An employer shall record time off in lieu arrangements in the time and wages book as prescribed in Clause 44 - Wage and Time Record of this award at each time this provision is used.

(f) Make Up Time

Notwithstanding provisions elsewhere in the award, the employer and the majority of employees at an enterprise may agree to establish a system of make up time provided that:

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

(ii) A rostered employee may elect, with the consent of their employer, to work 'make up time' under which the employee takes time off during ordinary

hours and works those hours at a later time, at the shift work rate which would have been applicable to the hours taken off.

(iii) An employee or the employees may choose to request a union party to this award, to represent their interests in negotiation referred to in paragraph (i) of this subclause.

(iv) Once a decision has been taken to introduce an enterprise system of make up time, in accordance with this clause, its terms must be set out in the time and wages records kept pursuant to Regulation 25 of the Industrial Relations Regulations 1993.

(v) An employer shall record make up time arrangements in the time and wages book, as prescribed in Clause 44 - Wage and Time Record of the award at each time this provision is used.

## 24. LICENCE ALLOWANCE

An employee directed by the employer to drive vehicles requiring a licence issued by the Department of Roads and Transport, Motor Registry, Licence Section, shall, upon presentation of his/her current licence to the employer, be reimbursed the cost of the driver's annual licence fee.

## 25. LIFTING OF RESIDENTS

No employee shall be required or permitted to lift or carry by hand any resident who is unable to provide reasonable assistance and weighs over 25kg without the assistance of another person.

**PROVIDED** that where any resident, who is unable to provide reasonable assistance, weighs over 76kg, no employee who is of the opinion that additional assistance is necessary shall be required or permitted to lift or carry by hand such resident without the assistance of two other persons.

The expression 'lift' shall include the following:

(a) raising a resident in bed;

(b) raising or moving a resident who has fallen;

(c) removing a resident from a bed to a chair, wheelchair, commode, trolley, bath or other conveyance or receptacle;

(d) removing a resident from a chair, wheelchair, commode, trolley, bath or other conveyance or receptacle to a bed or other place.

## 26. MEALS

(a) Employees who work in excess of four hours on any day shall, subject to subclause (b), receive a meal break of not more than one hour and not less than 45 minutes duration which shall be unpaid.

**PROVIDED** that the duration of the meal break may be altered by agreement between the employer and the employee.

(b) Notwithstanding the provisions of subclause (a) of this clause, employees required to work in accordance with a roster shall receive a meal break of 25 minutes which shall be counted as time worked.

**PROVIDED** that subject to mutual agreement between a representative of the employer and the majority of the employees concerned within a particular work area and with the approval of the union, such employees shall be allowed to extend their paid 25 minute meal break by not more than 35 minutes each day, which excess shall be exclusive of time worked and unpaid.

(c) An employee receiving an unpaid meal break and who is directed to work during his/her recognised meal break shall, for all work performed during such period and thereafter until a meal break is allowed, be paid at the rate of time and a half of his/her relevant award rate.

(d) Meal Allowance

Where the duties of an employee require him/her to travel from his/her headquarters, and the employee is more than or 16 kilometres therefrom at his/her normal meal time, that employee shall, subject to this paragraph be paid:

(i) In the case of a meal purchased by the employee at any hotel, boarding house, or public eating place, a meal allowance at the following rates:

| Meal | Rate of Allowance |
|---|---|
| Breakfast | $8.25 |
| Lunch (or midday meal) | $9.10 |
| Dinner (or evening meal) | $16.05 |

(ii) In the case of a meal provided by the employee, a meal allowance of $2.70 for each meal so provided.

(e) Meal Charges

The maximum amount that shall be charged or deducted where an employee receives a meal from his/her employer shall be:

| Lunch or Evening Meal | Rate per Meal |
|---|---|
| Two or three courses | $4.30 |
| Single hot or cold main course | $3.30 |
| Single (other) course, i.e. soup or sweet | $3.00 |
| All breakfasts | $3.00 |

**PROVIDED** that:

(i) A minimum charge of $3.00 applies for each meal taken.

(ii) In each case where a one, two or three course meal is ordered and charged for as above, no extra charge is to be levied for either beverages, toast, bread, butter or condiments.

## 27. NOTICE BOARD

The employer shall provide a notice board of reasonable dimensions to be erected in a prominent position in the establishment, upon which accredited union representatives shall be permitted to post formal union notices, signed or countersigned by the representative posting same.

## 28. OCCUPATIONAL SUPERANNUATION

(a) Definitions

For the purpose of this clause:

**'Eligible employee'** means a person engaged on a full-time or part-time basis who has completed four consecutive weeks of time worked from the date of engagement in any period of employment but does not include an 'intermittent employee'.

**'Employer'** means a health establishment within the scope of this award.

**'Fund'** means the Health Employees Superannuation Trust Australia (HESTA) or any other superannuation scheme agreed to after consultation between the unions and the Tasmanian Confederation of Industries that conforms to the Commonwealth Government's operational standards for Occupational Superannuation.

**'Intermittent employee'** means an employee engaged on a casual basis or an employee engaged on a recurring basis in relieving work who does not complete four consecutive weeks of time worked from the date of engagement.

**'Ordinary pay'** means the ordinary weekly remuneration including shift penalties for rostered work, prior to any deduction for board and lodging, but excluding overtime, annual leave loading, annual leave and/or long service leave payments on termination of employment, uniform allowances and any allowance not paid on a permanent all purpose basis.

(b) Contributions

(i) The employer, subject to the provisions of this clause, pay at least monthly to the Trustee of the Fund on behalf of each eligible employee a contribution calculated at the rate of 3 per cent of such employee's ordinary pay for the preceding month.

**PROVIDED** that an employee who was an eligible employee for the period 1 April 1989 to the last full pay period on or before 23 December 1992 shall, for that period, have had contributions paid in accordance with the provisions of the Nursing Homes Award, No. 1 of 1992 (Consolidated).

(ii) The contribution payable under paragraph (i) hereof shall apply from the first full pay period on or after 23 December 1992 or from the date on which an employee becomes an eligible employee, whichever is the later.

(iii) An employer shall not be required to make a contribution for:

(1) any period of unpaid leave including leave without pay and unpaid absences due to maternity or sick leave or for any period for which an entitlement to workers' compensation is claimed but for which no payment is made.

(2) any period of unauthorised absence for which the employee is not paid.

(iv) Entitlements to the provisions for death and disablement (in respect of superannuation) are limited, in all circumstances, to those provided for by the terms of the Fund and no liability shall accrue to an employer in respect of such provisions where the employer has satisfied the provisions of this clause.

(v) Where an employee covered by this award fails to complete or refuses to complete the documentation necessary to join the Fund, the employer shall:

(1) inform the employee of the Commission's decision dated 27 February 1989 in Matters T1009 and T1010 of 1987 and T1445, T1469, T1470, T1527 and T1597 of 1988; and

(2) provide to the employee a copy of a pro forma "Application for Membership" of the Fund.

In the event that the employee still refuses to join the Fund, the employer shall advise the Tasmanian Chamber of Commerce and Industry Limited and the employee's union for consideration.

**PROVIDED** that where the above procedures are observed the employer shall not be deemed to be in breach of the award by virtue of the fact that no contributions have been made on behalf of the employee. However, following consideration of the matter by the employee's union and the Tasmanian Chamber of Commerce and Industry Limited, where an employee fails to complete or refuses to complete the documentation necessary to join the Fund the employer shall contribute for the employee to the Fund in accordance with the provisions of this clause.

## 29. OVERTIME

(a) The employer may require any employee to work reasonable overtime and such employee shall work overtime in accordance with such requirement. No overtime shall be worked without prior approval of the employer.

For the purposes of this clause overtime shall mean:

(i) Work in excess of eight hours per day except where ordinary hours are extended in accordance with Clause 23 - Hours, subclause (c), in which case it shall be work in excess of 10 hours per day.

(ii) Work in excess of 38 hours per week except where an employee receives an accrued day off in accordance with Clause 23 - Hours, subclause (d), in which case it shall be work in excess of 40 hours per week.

(iii) Work outside the span or ordinary hours 6.00am to 7.00pm except where agreement is reached in accordance with Clause 23 - Hours, paragraph (a)(iii).

(iv) Work in accordance with Clause 37 - Roster, paragraph (g)(ii).

(b) For all time worked in accordance with subclause (a) hereof the following overtime rates shall be paid:

(i) Monday to Saturday inclusive - time and one half for the first two hours and double time thereafter;

(ii) Sunday - double time;

(iii) Holidays with Pay - double time and one half.

(iv) An employee required to work in accordance with a roster shall be paid double time for all overtime. But such payment shall not apply to those cases where arrangements have been made between the employees themselves.

(v) Each days overtime shall stand alone.

(c) Unless the period of overtime is one and a half hours or less, an employee before starting overtime shall be allowed a meal break of 20 minutes which shall be paid for at ordinary rates. An employer and an employee may agree to any variation of this provision to meet the circumstances of the work in hand provided that no employee shall be required to work more than five hours without a break for a meal.

(d) An employee required to work for more than two hours without being notified on the previous day or earlier that he/she will be so required shall, either be supplied with a meal by the employer or paid $5.00 in lieu thereof.

(e) The allowances prescribed in this award shall not be taken into consideration in the computation of overtime.

(f) The calculation of the overtime penalty prescribed in this subclause in the case of an employee in receipt of a loading in lieu of sick leave, annual leave and holidays with pay shall be based upon the relevant award rate.

(g) Where there is agreement between the employer and the employee, time off in lieu of overtime may be taken at the penalty rate equivalent.

**PROVIDED** that such agreement involves the employee indicating that he/she has had an opportunity to consult with a union official.

**PROVIDED FURTHER** that such agreements may be concluded by mutual consent of both parties or at the request of one such party.

(h) (i) An employee (other than a casual employee) who works so much overtime between the termination of his/her ordinary work on one day and the commencement of his/her ordinary work on the next day that the employee has not had at least eight consecutive hours off duty between those time, shall, subject to this clause, be released after completion of such overtime until he/she has had eight consecutive hours off duty without loss of pay for ordinary working time occurring during such absence.

(ii) If on the instructions of the employer such an employee resumes or continues work without having had such eight consecutive hours off duty he/she shall be paid at double rates until released from duty for such period, and shall then be entitled to be absent until he/she has eight consecutive hours off duty without loss of pay for ordinary working time occurring during such absence.

(iii) When overtime work is necessary it shall, wherever reasonably practicable, be so arranged that employees have at least eight consecutive hours off duty between the work of successive days.

## 30. PARENTAL LEAVE

Subject to the terms of this clause employees are entitled to maternity, paternity and adoption leave and to work part-time in connection with the birth or adoption of a child.

(a) Definitions

For the purposes of this clause:

(i) **'Child'** means a child of the employee under the age of one year except for adoption of a child where 'child' means a person under the age of five years who is placed with the employee for the purposes of adoption, other than a child or step-child of the employee or of the parent of the employee or a child who has previously lived continuously with the employee for a period of six month or more.

(ii) **'Continuous service'** means service under an unbroken contract of employment and includes:

(1) any period of leave taken in accordance with this clause;

(2) any period of part-time employment worked in accordance with this clause; or

(3) any period of leave or absence authorised by the employer or by the award.

(iii) **'Employee'** includes a part-time employee but does not include an employee engaged upon casual work, unless that work has been under a continuous contract of employment of at least 12 months.

(iv) **'Female employee'** means an employed female who is pregnant or is caring for a child she has borne or a child who has been placed with her for adoption purposes.

(v) **'Male employee'** means an employed male who is caring for a child borne of his spouse or a child placed with the employee for adoption purposes.

(vi) **'Primary care-giver'** means a person who assumes the principal role of providing care and attention to a child.

(vii) '**Spouse'** includes a de facto or a former spouse.

(b) Entitlement

(i) After twelve months continuous service, parents are entitled to a combined total of 52 weeks unpaid parental leave on a shared basis in relation to the birth or adoption of their child. For mothers, maternity leave provisions apply and for male employees, paternity leave provisions apply. Adoption leave provisions apply in the case of adoption.

(ii) Subject to subclause (c) (vi), parental leave is to be available to only one parent at a time, in a single unbroken period, except that both parents may simultaneously take:

(1) for maternity and paternity leave, an unbroken period of up to one week at the time of the birth of the child;

(2) for adoption leave, an unbroken period of up to three weeks at the time of placement of the child.

(iii) Unless otherwise agreed between the employee and the employer, parental leave shall be granted and taken in accordance with the notice given by the employee as specified below.

(c) Maternity Leave

(i) An employee must provide notice to the employer in advance of the expected date of commencement of parental leave. The notice requirements are:

(1) of the expected date of confinement (included in a certificate from a registered medical practitioner stating that the employee is pregnant) – at least 10 weeks;

(2) of the date on which the employee proposes to commence maternity leave and the period of leave to be taken – at least 4 weeks.

(ii) Where the employee gives notice under (d) (i) the employee must also provide a statutory declaration stating particulars of any period of paternity leave sought or taken by her spouse, and that for the period of maternity leave she will not engage in any conduct inconsistent with her contract of employment.

(iii) An employee will not be in breach of this clause if failure to give the stipulated notice is occasioned by confinement occurring earlier than the presumed date or other compelling circumstances.

(iv) An employee may commence maternity leave at any time within six weeks immediately prior to the expected date of birth.

(v) Where an employee continues to work within the six week period immediately prior to the expected date of birth, or where the employee elects to return to

work within six weeks after the birth of the child, an employer may require the employee to provide a medical certificate stating that she is fit to work on her normal duties.

(vi) Special Maternity Leave

(1) Where the pregnancy of an employee not then on maternity leave terminates after 28 weeks other than by the birth of a living child, then the employee may take unpaid special maternity leave of such periods as a registered medical practitioner certifies as necessary.

(2) Where an employee is suffering from an illness not related to the direct consequences of the confinement, an employee may take any paid personal leave to which she is entitled in lieu of, or in addition to, special maternity leave.

(3) Where an employee not then on maternity leave suffers illness related to her pregnancy, she may take any paid personal leave to which she is then entitled and such further unpaid special maternity leave as a registered medical, practitioner certifies as necessary before her return to work. The aggregate of paid personal leave, special maternity leave and parental leave, including paternity leave taken by her spouse, may not exceed 52 weeks.

(vii) Transfer to a safe job

(1) Where an employee is pregnant and, in the opinion of a registered medical practitioner, illness or risks arising out of the pregnancy or hazards connected with the work assigned to the employee make it inadvisable for the employee to continue at her present work, the employee will, if the employer deems it practicable, be transferred to a safe job at the rate and on the conditions attaching to that job until the commencement of maternity leave.

(2) If the transfer to a safe job is not practicable, the employee may elect, or the employer may require the employee to commence parental leave for such period as is certified necessary by a registered medical practitioner.

(d) Paternity Leave

(i) A male employee will provide to the employer at least 10 weeks prior to each proposed period of paternity leave:

(1) that a certificate from a registered medical practitioner which names his spouse, states that she is pregnant and the expected date of confinement, or states the date on which the birth took place, and

(2) written notification of the proposed dates on which the period of paternity leave will start and finish and

(3) a statutory declaration stating:

(A) that period of paternity leave will be taken to become the primary care-giver of a child;

(B) particulars of any period of maternity leave sought or taken by the mother, and

(C) that for the period of paternity leave, the employee will not engage in any conduct inconsistent with their contract of employment.

(4) The employee will not be in breach of this subclause if the failure to give the required period of notice is because of the birth occurring earlier than expected, the death of the mother of the child, or other compelling circumstances.

(e) Adoption leave

(i) The employee will notify the employer at least ten weeks in advance of the date of commencement of adoption leave and the period of leave to be taken. An employee may commence adoption leave prior to providing such notice, where through circumstances beyond the control of the employee, the adoption of a child takes place earlier.

(ii) Before commencing adoption leave, an employee will provide the employer with a statutory declaration stating:

(1) the employee is seeking adoption leave to become the primary care-giver of the child;

(2) particulars of any period of adoption leave sought or taken by any other person in respect of that child, and

(3) that for the period of adoption leave the employee will not engage in any conduct inconsistent with their contract of employment.

(iii) An employer may require an employee to provide confirmation from the appropriate government authority of the placement.

(iv) Where the placement of a child for adoption with an employee does not proceed or continue, the employee will notify the employer immediately and the employer will nominate a time not exceeding four weeks from receipt of notification for the employee's return to work.

(v) An employee will not be in breach of this subclause as a consequence of failure to give the stipulated periods of notice if such failure results from a

requirement of an adoption agency to accept earlier or later placement of a child, the death of an adoptive parent or other compelling circumstances.

(vi) An employee seeking to adopt a child is entitled to unpaid leave for the purpose of attending any compulsory interviews or examinations as are necessary as part of the adoption procedure. The employee and the employer should agree on the length of the unpaid leave. Where agreement cannot be reached, the employee is entitled to take up to two days unpaid leave. Where paid leave is available to the employee, the employer may require the employee to take such leave instead.

(f) Parental Leave and Other Entitlements

An employee may in lieu of or in conjunction with parental leave, access any annual leave or long service leave entitlements which they have accrued subject to the total amount of leave not exceeding 52 weeks.

(g) Part time Work

(i) Entitlement

With the agreement of the employer:

(1) An employee may work part-time in one or more periods at any time from the date of birth of the child until its second birthday or, in relation to adoption, from the date of placement of the child until the second anniversary of the placement.

(2) A female employee may work part-time in one or more periods while she is pregnant where part-time employment is, because of the pregnancy, necessary or desirable.

(ii) Effect of Part-time Employment on Continuous Service

Commencement on part-time work under this clause, and return from part-time work to full-time work under this clause, shall not break the continuity of service or employment.

(iii) Pro Rata Entitlements

Subject to the provisions of this subclause and the matters agreed to in accordance with this subclause, part-time employment shall be in accordance with the provisions of this award which shall apply pro rata.

(iv) Transitional Arrangements - Annual Leave

(1) An employee working part-time under this subclause shall be entitled to any leave accrued in respect of a period of full-time employment, as if

the employee was still working full-time, in the position held prior to taking leave.

(2) (A) A full-time employee shall be entitled to annual leave accrued in respect of a period of part-time employment under this subclause, as if the employee was working part-time in the position held, immediately before resuming full-time work.

(B) Provided that, by agreement between the employer and the employee, the period over which the leave is taken may be shortened to the extent necessary for the employee to receive pay at the employee's current full-time rate.

(v) Transitional Arrangements - Personal Leave

An employee working part-time under this subclause shall have personal leave entitlements which have accrued under this award (including any entitlements accrued in respect of previous full-time employment) converted into hours. When this entitlement is used, whether as a part-time employee or as a full-time employee, it shall be debited for the ordinary hours that the employee would have worked during the period of absence.

(vi) Part-time Work Agreement

(1) Before commencing a period of part-time employment under this subclause the employee and the employer shall agree:

(A) that the employee may work part-time;

(B) upon the hours to be worked by the employee, the days upon which they will be worked and commencing times for the work;

(C) upon the classification applying to the work to be performed; and

(D) upon the period of part-time employment.

(2) The terms of this agreement may be varied by consent.

(3) The terms of this agreement or any variation to it shall be reduced to writing and retained by the employer. A copy of the agreement and any variation to it shall be provided to the employee by the employer.

(4) The terms of this agreement shall apply to the part-time employment.

(vii) Termination of Employment

(1) The employment of a part-time employee under this clause, may be terminated in accordance with the provisions of this award but may not be terminated by the employer because the employee has exercised or

proposes to exercise any rights arising under this clause or has enjoyed or proposes to enjoy any benefits arising under this clause.

(2) Any termination entitlements payable to an employee whose employment is terminated while working part-time under this clause, or while working full-time after transferring from part-time work under this clause, shall be calculated by reference to the full-time rate of pay at the time of termination and by regarding all service as a full-time employee as qualifying for a termination entitlement based on the period of full-time employment and all service as a part-time employee on a pro rata basis.

(viii) Extension of Hours of Work

An employer may request, but not require, an employee working part-time under this clause to work outside or in excess of the employee's ordinary hours of duty provided for in accordance with paragraph (vi).

(ix) Nature of Part-time Work

The work to be performed part-time need not be the work performed by the employee in his or her former position but shall be work otherwise performed under this award.

(x) Inconsistent Award Provisions

An employee may work part-time under this clause notwithstanding any other provisions of this award which limits or restricts the circumstances in which part-time employment may be worked or the terms upon which it may be worked including provisions:

(1) limiting the number of employees who may work part-time;

(2) establishing quotas as to the ratio of part-time to full-time employees;

(3) prescribing a minimum or maximum number of hours a part-time employee may work; or

(4) requiring consultation with, consent of or monitoring by a union;

and such provisions do not apply to part-time work under this clause.

(h) Replacement Employees

(i) A replacement employee is an employee specifically engaged as a result of an employee proceeding on parental leave or working part time in accordance with this clause.

(ii) A replacement employee may be employed part-time. The provisions of this subclause in relation to annual leave and personal leave apply to the part-time employment of replacement employees.

(iii) Before an employer engages a replacement employee under this paragraph, the employer shall inform the person of the temporary nature of the employment and of the rights of the employee who is being replaced. Specifically, the employer must advise that the period of engagement is subject to variation or change in the event that the employee on leave exercises the right to vary the period of leave.

(iv) Unbroken service as a replacement employee shall be treated as continuous service.

(v) Nothing in this subclause shall be construed as requiring an employer to engage a replacement employee.

(i) Return to Former Position after a Period of Parental Leave or Part Time Work

Unless other wise agreed between employee and employer, and consistent with the provisions of this clause

(i) An employee will give at least four weeks' notice prior of their intention to return to work after a period of parental leave or part time work in accordance with this clause.

(ii) An employee will be entitled to the position which they held immediately before proceeding on parental leave or part time work. In the case of an employee transferred to a safe job pursuant to subclause (c) (vii) of this clause, the employee will be entitled to return to the position they held immediately before such transfer.

(iii) During the period of parental leave an employee shall be entitled to return to work at any time, as agreed between the employer and the employee, provided that the employer may require notice of not more than four weeks.

(iv) An employee shall be entitled to extend the period of parental leave on one occasion, provided that the employer may require notice of not more than four weeks.
By mutual agreement between the employee and the employer, the period of leave may be further extended.

(j) Redundancy

(i) If a position held by an employee prior to taking parental leave is likely to be made redundant before the employee returns to work, the employer must advise the employee of the impending redundancy, provide an opportunity for consultation and shall not disadvantage the employee by virtue of the taking of parental leave.

(ii) Where such position no longer exists but there are other positions available which the employee is qualified for and is capable of performing, the employee will be entitled to a position as nearly comparable in status and pay to that of their former position.

(k) Right To Request Variation To Parental Leave Provision

(i) An employee entitled to parental leave pursuant to the provisions of this clause may request the employer to allow the employee:

(1) to extend the period of simultaneous unpaid parental leave up to a maximum of eight weeks;

(2) to extend the period of unpaid parental leave by a further continuous period of leave not exceeding 12 months;

(3) to return from a period of parental leave on a part-time basis until the child reaches school age,

to assist the employee in reconciling work and parental responsibilities.

(ii) The employer shall consider the request having regard to the employee's circumstances and, provided the request is genuinely based on the employee's parental responsibilities, may only refuse the request on reasonable grounds related to the effect on the workplace or the employer's business. Such grounds might include cost, lack of adequate replacement staff, loss of efficiency and the impact on customer service.

(l) Communication During Parental Leave

(i) Where an employee is on parental leave and a definite decision has been made to introduce significant change at the workplace, the employer shall take reasonable steps to:

(1) make information available in relation to any significant effect the change will have on the status or responsibility level of the position the employee held before commencing parental leave; and

(2) provide an opportunity for the employee to discuss any significant effect the change will have on the status or responsibility level of the position the employee held before commencing parental leave.

(ii) The employee shall take reasonable steps to inform the employer about any significant matter that will affect the employee's decision regarding the duration of parental leave to be taken, whether the employee intends to return to work and whether the employee intends to request to return to work on a part-time basis.

(iii) The employee shall also notify the employer of changes of address or other contact details which might affect the employer's capacity to comply with subparagraph (l)(i)(1).

## 31. PART-TIME EMPLOYEES

(a) Part-time employees shall be entitled to all conditions prescribed by this award subject to this clause and specific restrictions contained in other clauses of this award.

(b) Part-time employees engaged to work 20 or more hours per week shall be entitled to annual leave and sick leave as prescribed in Clause 10 - Annual Leave and Clause 33 – Personal Leave and the holidays prescribed in Clause 22 - Holidays With Pay, provided that payment therefore shall be made at the rate normally paid to such employee for a similar period of time worked.

The wage payable per hour shall be:

- for administrative employees, 2.66 per cent of the relevant wage rate contained in Clause 8 - Wage Rates;

- or all other employees, 1/38th of the relevant wage rate contained in Clause 8 - Wage Rates.

(c) Part-time employees engaged to work less than 20 hours per week shall in addition to the hourly rate contained in subclause (a) hereof receive a loading of 20 per cent, such loading being in lieu of annual leave as prescribed in Clause 10 - Annual Leave, sick leave as prescribed in Clause 33 - Personal Leave and holidays with pay as prescribed in Clause 22 - Holidays with Pay.

(d) The penalty rates prescribed for employees for work on Saturdays, Sundays are applicable to part-time employees.

**PROVIDED** that a part-time employee who receives a loading in lieu of sick leave, annual leave and holidays with pay shall be paid at the rate of 1.7 times the relevant award rate for work on a holiday with pay as prescribed in Clause 22 - Holidays with Pay.

(e) An employee who receives a loading in lieu of holidays with pay, annual leave and sick leave shall be entitled to elect to take up to four weeks' leave without pay in any one leave year. Leave under this provision shall not be cumulative.

Leave allowed under this subclause may be taken by mutual agreement in not more than two separate periods.

(f) **PROVIDED** that part-time employees shall be provided with a minimum of two hours work or, alternatively, paid for a minimum of two hours on each occasion they are required to attend for work. However, where work practices are such that

it is inappropriate to apply the conditions stipulated by this provision, such conditions may be varied by mutual agreement between the employees, the union and the employer.

(g) Where there is agreement between the employer and the employee, a part-time employee engaged to work less than 20 hours per week may receive pro-rata benefits in respect to holidays with pay, sick leave and annual leave as prescribed in Clause 22 - Holidays with Pay, Clause 33 - Personal Leave and Clause 10 - Annual Leave in lieu of the 20 per cent loading.

**PROVIDED** that such agreement involves the employee indicating that he/she has had an opportunity to consult with a union official.

**PROVIDED FURTHER** that such agreement may be discontinued by mutual consent of both parties or at the request of one such party.

(h) Where there is agreement between the employer and the employee, a part-time employee engaged to work 20 or more hours per week may receive a loading of 20 per cent, such loading being in lieu of annual leave, sick leave and holidays with pay as prescribed in Clause 10 - Annual Leave, Clause 33 - Personal Leave and Clause 22 - Holidays with Pay.

**PROVIDED** that such agreement involves the employee indicating that he/she has had an opportunity to consult a union official.

**PROVIDED FURTHER** that such agreement may be discontinued by mutual consent of both parties or at the request of one such party.

## 32. PAYMENT OF WAGES

(a) Wages, including overtime, shall be paid by direct bank deposit or some other method agreed by the employer at intervals of not more than two weeks and not later than Thursday of the week of payment.

(b) Where the method of payment of wages is via direct bank deposit the employee may nominate which bank or financial institution into which his/her wages shall be paid.

(c) (i) An employee kept waiting for payment of wages for more than a quarter of an hour after the usual time for ceasing work on the employees' normal pay day, due to any action or default of the employer, shall be paid waiting time at the rates prescribed in Clause 29 - Overtime for all time kept so waiting for his or her pay, irrespective of whether the employee waits at his or her normal place of employment.

**PROVIDED** that where the employees wages are paid within the first fifteen minutes after the usual time of ceasing work, a minimum payment of 15 minutes shall be made in accordance with this provision.

**PROVIDED FURTHER** that an employee shall not receive more than eight hours pay at the rate prescribed in this subclause in any 24 hour period.

(ii) No employee shall receive in the aggregate more than overtime rates for each hour the employee is kept so waiting, whether that employee is at work or not.

(iii) Allowances prescribed by this award shall not be taken into account in the calculation of waiting time rates as prescribed by this subclause.

(d) (i) An employee kept waiting for wages for more than a quarter of an hour after the usual time for ceasing work on the normal pay day due to circumstances beyond the control of the employer shall not be provided with waiting time payments as prescribed in subclause (c) of this clause.

(ii) In circumstances where payment of wages is delayed due to reasons beyond the control of the employer, the employer shall do all things reasonable and possible to arrange an alternative method of payment as soon as it becomes known to the employer that the employees pay will be delayed.

(e) (i) On pay day, the employer shall state in writing to the employee, the amount of wages to which he/she is entitled, the amount of tax deductions made therefrom, the amount of any other deductions made therefrom and the net amount being paid to him/her.

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

(f) Where a holiday with pay falls on a normal pay day wages shall be paid on the day prior to that holiday.

## 33. PERSONAL LEAVE

The provisions of this clause apply to an employee, other than one engaged as a casual or part-time employee in receipt of a loading in lieu of an entitlement to paid leave as specified in Clause 31 – Part-Time Employees. The entitlements of casual employees and employees in receipt of a loading in lieu of an entitlement to paid leave are set out in subclause (o) – Casual Employees and Employees in Receipt of a Loading in lieu of Paid Leave – Caring Responsibilities.

(a) Definitions

The term **'immediate family'** includes:

(i) spouse (including a former spouse, a de facto spouse and a former de facto spouse) of the employee. A de facto spouse means a person of the opposite sex to the employee who lives with the employee as his or her husband or wife on a bona fide domestic basis; and

(ii) child or an adult child (including an adopted child, a step child or an ex-nuptial child), parent, grandparent, grandchild or sibling of the employee or spouse of the employee.

(b) Amount of Paid Personal Leave

(i) Paid personal leave is available to an employee, when they are absent:

(1) due to personal illness or injury; or

(2) for the purposes of caring for an immediate family or household member who is sick and requires the employee's care and support or who requires care due to an unexpected emergency.

(ii) A full-time employee is entitled in any one year (whether in the employ of one employer or of several) to leave in excess of 152 hours in the case of those employees whose full-time hours are 38 per week or 150 hours in the case of those employees whose full-time hours are 37½ per week (20 working days), provided that in the first year of service an employee shall only be entitled to 12½ hours for each completed month of service in the case of 37½-hour week employees, and 12 hours 40 minutes for each completed month of service in the case of 38-hour week employees.

(c) Employee Must Give Notice

An employee shall within 24 hours of the commencement of such absence, inform the employer of his/her inability to attend for duty, and, as far as practicable state the nature of the injury or illness and the estimated duration of the absence.

(d) Evidence Supporting Claim

(i) An employee shall prove to the satisfaction of the employer that he/she was unable, on account of such illness or injury, to attend for duty on that day or days on which leave is claimed.

(ii) When taking leave to care for members of their immediate family or household who require care due to an unexpected emergency, the employee must, if required by the employer, establish by production of documentation acceptable to the employer or a statutory declaration, the nature of the

emergency and that such emergency resulted in the person concerned requiring care by the employee.

(e) Accumulation of Personal Leave

If the full period of personal leave, as prescribed in paragraph (b)(ii) hereof is not taken in any year, such proportion as is not taken shall be cumulative from year to year without limitation.

(f) Personal Leave and Infectious Diseases

Notwithstanding any other provisions in this clause, an employee who contracts an infectious disease and/or who, on examination, reveals a changed mantoux reaction in the course of his/her duties, and same having been certified to by a medical practitioner approved by the employer, shall receive full pay during the period of duty up to but not exceeding 12 weeks, and during this time shall be regarded as remaining in the employ of the employer for the purposes of the *Workers' (Occupational Diseases) Relief Fund Act.*

(g) Personal Leave During Annual Leave

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

(h) Personal Leave and Workers' Compensation

(i) An employee who falls sick by reason of his/her work shall, subject to the recommendation of a medical practitioner, be paid an amount of wages not less favourable than that prescribed by the *Workers' (Occupational Diseases) Relief Fund Act.*

(ii) An employee shall not be entitled to paid leave of absence for any period in respect of which he/she is entitled to workers compensation.

(i) Personal Leave Year

A year for the purposes of this clause shall mean 365 days' employment in an approved nursing home including rostered days off, holidays with pay, paid annual leave and paid personal leave and excluding weekends.

(j) Personal Leave Before or after Accrued Days Off

If an employee is absent on personal leave on the day immediately preceding or immediately following the accrued day off he/she shall provide a medical certificate in support of such absence.

(k) Part-Time Employees

Part-time employees who are accruing a personal leave entitlement in accordance with Clause 31 - Part-Time Employees, shall have their personal leave entitlement calculated in the following manner:

152 (full-time equivalent entitlement) divided by 365 (calendar days per year) multiplied by 7 (days per week) divided by 38 (full-time equivalent weekly working hours) = 0.0767 hours personal leave entitlement for each hour worked.

**PROVIDED** that in determining the amount of leave to which an employee is entitled at any time (other than leave which has been accumulated) the average hours worked per week in the preceding three months shall be used, except that where an employee has less than three months' service, the period per week for which he/she was engaged shall be used.

(l) Personal Leave for Personal Injury or Sickness

An employee is entitled to use the full amount of their personal leave entitlement including accrued leave for the purposes of personal illness or injury, subject to the conditions set out in this clause.

(m) Personal Leave to Care for an Immediate Family or Household Member

(i) An employee is entitled to use up to 10 days personal leave, including accrued leave, each year to care for members of their immediate family or household who are sick and require care and support or who require care due to an unexpected emergency, subject to the conditions set out in this clause.

Leave may be taken for part of a single day.

(ii) By agreement between an employer and an individual employee, the employee may access an additional amount of their accrued personal leave for the purposes set out in paragraph (m)(i), beyond the limit set out in paragraph (m)(i). In such circumstances, the employer and the employee shall agree upon the additional amount that may be accessed.

(n) Unpaid Personal Leave

(i) Where an employee has exhausted all paid personal leave entitlements, they are entitled to take unpaid personal leave to care for members of their immediate family or household who are sick and require care and support or who require care due to an unexpected emergency. The employer and the employee shall agree on the period. In the absence of agreement, the employee is entitled to take up to two days (up to a maximum of 16 hours) per occasion, provided the requirements of subclauses (c) and (d) are met.

(o) Casual Employees and Employees in Receipt of a Loading in lieu of Paid Leave – Caring Responsibilities

(i) Subject to the evidentiary and notice requirements in subclauses (c) and (d), casual employees and employees in receipt of a loading in lieu of paid leave, are entitled to not be available to attend work, or to leave work if they need to care for members of their immediate family or household who are sick and require care and support, or who require care due to an unexpected emergency, or the birth of a child.

(ii) The employer and the employee shall agree on the period for which the employee will be entitled to not be available to attend work. In the absence of agreement, the employee is entitled to not be available to attend work for up to 48 hours (i.e. two days) per occasion. Casual employees and employees in receipt of a loading in lieu of paid leave are not entitled to any payment for the period of non-attendance.

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

## 34. PROBATION

(a) An employee may be employed on probation for a period not exceeding 494 hours worked.

(b) An employee to be employed on probation shall be appointed to a classification in accordance with Clause 8 - Wage Rates.

Further the employee shall be entitled to all provisions of this award.

(c) At the expiration of the probation period employment shall continue unless the work performance of the employee is unsatisfactory.

In the event of a dispute arising as a consequence of this subclause, the dispute shall proceed in accordance with Clause 20 - Grievance Procedure.

## 35. PROTECTIVE CLOTHING AND SAFETY REQUIREMENTS

(a) The employer shall provide where necessary, suitable protective clothing for the employees. An employee who is pursuant to this subclause, supplied with protective clothing, shall wear such clothing in such a way as to achieve the purpose for which it is supplied.

(b) The employer shall maintain at its own expense full and sufficient supplies of safety appliances, such as rubber gloves, disinfectants or other materials required to be used in the course of the employees duties.

An employee who is required, in accordance with this subclause, to use the safety requirements provided by the employer shall use them for the purpose they were intended.

(c) Compensation to the extent of the damage sustained shall be made where, in the course of the work, an employee's clothing is damaged, destroyed by fire or the use of corrosive substances.

## 36. RIGHT OF ENTRY

Right of entry shall be in accordance with Section 77 of the *Industrial Relations Act 1984.*

## 37. ROSTER

(a) Employees required to work ordinary hours outside the span of hours 6.00am to 7.00pm, Monday to Friday shall be worked in accordance with a roster established in accordance with this clause.

(b) Where a roster is established in accordance with this clause, such roster shall be documented setting out clearly the names of the employees required to work in accordance with such roster, the days, dates and hours during which each employee is required to attend for duty.

(c) (i) A roster established under this clause shall be a rotating roster unless:

(1) the employer and all the employees to be affected in a particular nursing home agree to a non-rotating roster;

(2) the employer directs an employee(s) to work in accordance with a non-rotating roster.

(ii) In circumstances where a non-rotating roster has been established in accordance with subparagraph (i)(1) above, such non-rotating roster shall not be changed to a rotating roster unless the employer and the majority of employees affected in a particular nursing home agree.

(d) A rostered employee who works part or all of their daily hours between 7.00pm and 6.00am shall be paid a loading of 15 per cent on the hourly rate for all hours worked on such day.

(e) A roster established in accordance with this clause, whether rotating or non-rotating, shall:

(i) not require an employee to work more than eight hours each day subject to agreement being reached otherwise in accordance with Clause 23 - Hours;

(ii) provide for not more than eight days to be worked in any nine consecutive days;

(iii) not be changed until after four weeks notice or in the case of an individual employee shall not be changed except on one weeks notice of such change or the payment of two weeks pay in lieu of notice in accordance with the employees previous roster;

(iv) provide for a minimum of two consecutive days off each week except where, by mutual agreement between the employer, the employee(s) concerned and the secretary of the union or authorised representative, alternative arrangements are made;

(v) clearly stipulate a 28 day accounting period which shall include an accrued day off in addition to eight rostered days off.

**PROVIDED** that staff engaged to provide relief on accrued days off pursuant to this subclause, while engaged in such capacity, shall be regarded as rostered employees for all purposes of the award (except additional annual leave). Rosters covering such relief employees shall not be required to rotate.

(f) A rostered employee shall work their eight hour day continuously and subject to the proviso such continuous hours shall not be broken.

**PROVIDED** that in an emergency situation the continuous hours may be broken by mutual agreement between the employer and the employee with the approval of the union. All work performed in excess of a spread of nine hours shall be paid at the rate of double time.

(g) Part-time employees and casual employees engaged as a rostered employee, for work outside the roster, documented in accordance with subclause (b) hereof, shall be entitled to the provisions of this clause with the following exceptions:

(i) Where an employee works by agreement with the employer he/she shall not attract a penalty (other than roster loading, Saturday, Sunday and Holiday with Pay penalty) provided that any time worked in excess of eight hours per day shall be paid at double time except as provided in Clause 23 - Hours, subclause (c),

OR

(ii) Where an employee is instructed to work, he/she shall be entitled to overtime payments in accordance with Clause 29 - Overtime.

(h) (i) Where an employee working on a rotating roster is directed to work on a non-rotating roster against their express wishes, such employee shall be paid 30 per cent more than his/her ordinary hourly rate for the whole period so

worked. The 30 per cent shall be in substitution for and not cumulative upon the 15 per cent roster loading.

(ii) Where an employee is directed to work a non-rotating roster, against their express wishes, on a work pattern where the work commences between the hours of 4.00pm and 6.00am such employee shall be paid 30 per cent more than his/her ordinary hourly rate for the whole period so worked. The 30 per cent shall be in substitution for and not cumulative upon the 15 per cent roster loading.

(i) For the purposes of this award, rosters that are in place in a nursing home prior to the first full pay period commencing on or after 23 December 1992 and do not comply with the definition of a rotating roster contained in Clause 7 - Definitions, shall be deemed to be non-rotating rosters established in accordance with subparagraph (c)(i)(1) hereof.

## 38. SALARY PACKAGING AND SACRIFICE

(a) The rate of pay specified in Clause 8 – Wage Rates of this award may be packaged in accordance with the employer's salary packaging program.

(b) By agreement with the employer, employees who elect in writing to do so, may convert a component of their weekly ordinary time wage to packaged benefits.

(c) The terms and conditions of such a package must be subject to the following provisions, overtime and shift penalties must be calculated on the wage level which would have applied to the employee in the absence of the employee being able to participate in salary packaging under the terms of this clause.

(d) Non salary packaged benefits must be paid for any period in respect of which the employee is paid wages or the equivalent, including but not limited to worker's annual or other leave with pay; including long service leave.

(e) If during the life of a salary packaging agreement between the employer and the employee, the employee becomes entitled to workers' compensation payments, the employee will not receive less than the entitlements due if no salary packaging arrangements had been entered into with the employer.

(f) In the event that the employee ceases to be employed by the employer (including through redundancy) this agreement will cease to apply as at the date of termination and all entitlements due on termination will be paid at the rate provided for in the award. Any outstanding benefit still due under this agreement upon termination will be paid as cash wage benefit.

(g) Superannuation payments required under the *Superannuation Guarantee (Administration) Act 1992* as amended from time to time must be calculated on the award wage rate as per Clause 8 – Wage Rates as if no salary packaging agreement was in place.

(h) Annual leave loading entitlements must be calculated on the award rate of pay as if no salary packaging agreement was in place.

(i) Employees who have entered into a salary packaging agreement will be given the opportunity to review such agreements annually, and to amend or withdraw from such an agreement.

(j) Any increases awarded through award amendments or enterprise bargaining shall be payable to employees covered by a salary packaging agreement; such increase to be applied to the base rate of pay before salary packaging.

(k) No employee, as a result of entering into a salary packaging agreement, shall receive less, in wage and benefit, than currently provided for in this award.

(l) In the promotion and implementation of salary packaging to employees the employer will advise each employee in writing:

(i) that there is no compulsion for any employee to participate in salary packaging;

(ii) that all award conditions, other than salary packaging, will continue to apply;

(iii) of the classification level and the current base wage payable as applicable under this award;

(iv) that the structure of any agreed package complies with taxation and other relevant laws;

(v) that they may consult with a financial adviser prior to signing any salary sacrifice agreement. To facilitate this, the employee must be provided with a copy of any proposed agreement prior to being required to sign such an agreement.

(vi) of the right of the employee to inspect details of the payments and transactions made under the terms of any agreement and for this purpose, where such details are maintained electronically, the employee must be provided with a print-out of the relevant information;

(vii) that where at the end of the agreed period the full amount allocated to a specific benefit has not been expended the unused amount will be carried forward to the next period;

(viii) that where changes are proposed to all salary packaging arrangements, or salary packaging arrangements are to be cancelled for reasons other than legislative requirements then both the employer and the employee must give two months' notice, except in circumstances in which an employee ceases to be employed by the employer.

(m) That in the event that the employer ceases to attract exemption from payment of Fringe Benefits Tax, all salary packaging arrangements will be terminated and the individual employee's wages will revert to those specified in this award.

(n) Salary packaging for all employees covered by this award shall only be entered into as provided for by this clause.

By agreement with the employer an employee may also sacrifice an amount of wage, which would otherwise be payable in accordance with Clause 8 – Wage Rates of this award, and have that sacrificed amount contributed to a superannuation fund. Where applicable the provisions of this clause shall apply to salary sacrifice arrangements.

## 39. SATURDAY AND SUNDAY WORK - ROSTERED EMPLOYEES

(a) Saturday Work

Rostered employees for working ordinary hours, the major portion of which falls on a Saturday, shall be paid at the rate of time and one half of the employee's ordinary hourly rate for all hours worked on such day, but such rates shall be in substitution for and not cumulative upon the 15 per cent roster loading described in Clause 37 - Roster. The provisions of this subclause shall not prejudice any right of an employee to obtain alternatively any higher rate in respect of that work by virtue of any provision of this award.

(b) Sunday Work

Rostered employees for working ordinary hours, the major portion of which falls on a Sunday, shall be paid at the rate of double time of the employee's ordinary hourly rate for all hours worked on such day, but such rates shall be in substitution for and not cumulative upon the 15 per cent roster loading described in Clause 37 - Roster.

(c) Where work commences between 11.00pm and midnight on a Sunday the time so worked before midnight shall not entitle the employee to the Sunday rate provided that the time worked by an employee before midnight on a Saturday and extending into Sunday the time worked before midnight shall be regarded as time worked on Sunday.

## 40. SAVING

Nothing herein contained shall be taken to reduce the wage rate of any employee who is in receipt of a higher wage rate at the date of this award.

## 41. TOOL ALLOWANCE

In addition to the wage rates contained in Clause 8 - Wage Rates of this award, a Services Employee Level 5 or above who is employed to perform the work of a carpenter shall be paid a tool allowance of $7.60.

## 42. UNIFORMS

(a) Employees, other than Executive Staff, shall be provided, free of cost by the employer, sufficient, suitable and serviceable uniforms or by mutual agreement be paid an allowance of $4.00 per week as an allowance not subject to loading or penalty addition, for each week or part thereof on paid employment including periods of approved annual leave.

**PROVIDED** that this clause shall not apply where the employer is prohibited from instructing employees to wear uniforms by any Act of the State or Federal Parliaments.

(b) All uniforms provided by the employer shall be laundered free of cost to the employee.

(c) An employee, on leaving the service of an employer, shall return any uniform or part thereof provided by that employer which is still in use by him/her immediately prior to leaving.

## 43. UNION STEWARDS

An employee appointed as a job steward, upon notification by the union to the employer, shall be recognised as the accredited representative of the union to which he/she belongs and he/she shall be allowed all necessary time during working hours to submit to the employer matters affecting the employees he/she represents and further shall be allowed reasonable time during working hours to attend to job matters affecting his/her union.

**PROVIDED** that a job steward shall seek the permission of the head of department before interviewing employees other than in his/her own department and such permission shall not be reasonably withheld.

## 44. WAGE AND TIME RECORD

Each employer shall keep employment records as required by the *Industrial Relations Act 1984* and the Industrial Relations Regulations 1984 ( as amended).

## 45. WORK DONE ABOVE FLOOR LEVEL

In no circumstances shall appliances other than a suitable platform or a ladder be used for carrying out work above floor level. Where such work is performed, the appliance shall at all times be secured, or held by another person. No employee who has reasonable objection to the performance of duties above floor level shall be compelled to carry out such work unless such duties were specified at the time of employment.

P C Shelley
**Deputy President**

23 July 2008

## APPENDIX

GUIDE TO IMPLEMENTATION

Comparative schedule of old classifications
to new broadbanded levels

ADMINISTRATIVE EMPLOYEES

| Old classification | Administrative Employee New Level |
|---|---|
| Clerks - Adult | |
| 1st year of service | 2b |
| 2nd year of service | 2b |
| 3rd year of service | 2b |
| 4th year of service | 2b |
| 5th year of service | 3b |
| 6th year of service | 3b |
| 7th year of service | 3b |
| 8th year of service | 3b |
| Clerk in charge | 5 |
| Office Assistant | 1b |
| Typists - Adult | 1b |

EXTENDED CARE ASSISTANTS

| Old classification | Extended Care Assistant New Level |
|---|---|
| Nursing Assistant | |
| 1st year of service | 2 |
| 2nd year of service | 2 |
| 3rd year of service | 3 |
| 4th year of service | 3 |
| Therapy Assistant | |
| 1st year of service | 2 |
| 2nd year of service | 2 |
| 3rd year of service | 4 |
| 4th year of service | 4 |

SERVICES EMPLOYEES

| Old Classification | Services Employee New Level |
|---|---|
| Assistant Domestic Supervisor | |
| 1st year of service | 3 |
| 2nd year of service | 3 |
| Carpenter | |
| 1st year of service | 5 |
| 2nd year of service | 5 |
| 3rd year of service | 6 |
| 4th year of service | 6 |
| 5th year of service | 6 |
| Cooks - (Qualified) | |
| 1st year of service | 5 |
| 2nd year of service | 5 |
| 3rd year of service | 6 |
| 4th year of service | 6 |
| 5th year of service | 6 |
| Cook in charge of 1 - 4 cooks | |
| 1st year of service | 7 |
| 2nd year of service | 7 |
| Cook in charge of more than 4 cooks | 7 |
| Cook - (Unqualified) | 4 |
| Domestic Supervisor or Housekeeper | |
| 1st year of service | 4 |
| 2nd year of service | 4 |
| Driver | 4 |
| Driver/Handyman | 4 |
| Gardener | |
| 1st year of service | 3 |
| 2nd year of service | 3 |
| 3rd year of service | 3 |
| 4th year of service | 3 |
| Gardener in charge | |
| 1st year of service | 4 |
| 2nd year of service | 4 |

| | |
|---|---|
| 3rd year of service | 4 |
| 4th year of service | 4 |
| **General Repairs or Handyman** | |
| 1st year of service | 3 |
| 2nd year of service | 3 |
| 3rd year of service | 3 |
| 4th year of service | 3 |
| **Head Waitress** | |
| 1st year of service | 3 |
| 2nd year of service | 3 |
| **Laundress** | |
| 1st year of service | 1 |
| 2nd year of service | 1 |
| 3rd year of service | 2 |
| 4th year of service | 2 |
| **Laundress in charge** | |
| 1st year of service | 3 |
| 2nd year of service | 3 |
| **Machinist/Seamstress** | |
| 1st year of service | 1 |
| 2nd year of service | 1 |
| 3rd year of service | 2 |
| 4th year of service | 2 |
| **Wardsmaid, Kitchenmaid, Theatremaid, Housemaid and Waitress** | |
| 1st year of service | 1 |
| 2nd year of service | 1 |
| 3rd year of service | 2 |
| 4th year of service | 2 |