



## DECISION

*Fair Work Act 2009*  
s.185—Enterprise agreement

**Huon Eldercare Inc.**  
(AG2014/5846)

### **HUON ELDERCARE NURSING STAFF AGREEMENT 2014**

Tasmania

COMMISSIONER LEE

MELBOURNE, 5 JUNE 2014

*Application for approval of the Huon Eldercare Nursing Staff Agreement 2014.*

[1] An application has been made for approval of a single-enterprise agreement known as the *Huon Eldercare Nursing Staff Agreement 2014* (the Agreement). The application was made by Huon Eldercare Inc pursuant to s.185 of the *Fair Work Act 2009* (the Act).

[2] The flexibility provision in clause 11 does not comply with the requirements in section 203 of the Act. Pursuant to s.202(4) of the Act, the model flexibility term prescribed by the *Fair Work Regulations 2009* is taken to be a term of the Agreement, and will be appended to the Agreement.

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

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

[5] The Agreement is approved, and, in accordance with s.54 of the Act, will operate from 12 June 2014. The nominal expiry date of the Agreement is 31 December 2015.



COMMISSIONER

Printed by authority of the Commonwealth Government Printer

<Price code J, AE408490 PR551529>

Note - the model flexibility term is taken to be a term of this agreement and can be found at the end of the agreement.



**HUON ELDERCARE**

**NURSING STAFF  
AGREEMENT**

**2014**

27 March 2014

1 **TITLE**

This is the Huon Eldercare Nursing Staff Agreement 2014

2 **INDEX OF CONTENTS**The Agreement

1	Title	1
2	Index of contents	1
3	Coverage of the Agreement	3
4	Commencement and duration of the Agreement	3
5	Supersession and savings	3
6	Parties to the Agreement	3
7	Definitions	3
8	Access to the Agreement and the NES	5
9	Minimum conditions of employment	5
10	<u>Employment - general</u>	6
	10.2 Probationary period	6
	10.9 Full-time employees	6
	10.10 Part-time employees	7
	10.11 Casual employees	7
	10.12 Temporary employees	7
11	Individual flexibility agreements	8
12	Termination of employment	9
13	Redundancy	10
	<u>Wages and classifications</u>	
14	Classifications	
15	Wage and salary rates	12
16	Wage increases during the life of the Agreement	12
17	Progression through pay points	12
18	Payment of wages	12
19	<u>Allowances</u>	13
	19.4 uniform and laundry	13
	19.5 meal allowances	14
	19.6 meal allowances on overtime	14
	19.7 on call	14
	19.8 close call	15
	19.9 travel expenses	15
	19.10 post graduate	15
	19.11 higher duties	16
	19.12 in charge	16

20	Superannuation	16
21	Salary Packaging	17
	<u>Hours of work</u>	
22	Ordinary hours of work	17
23	Overtime	18
24	Breaks	20
25	Saturday and Sunday work	20
26	Shiftwork	21
27	Rostering	21
28	Flexible working arrangements	22
	<u>Leave</u>	
29	Annual leave	22
30	Personal and carers' leave	24
31	Compassionate leave	26
32	Long service leave	26
33	Public holidays	27
34	Community service leave	28
35	Jury service	29
36	Ceremonial leave	30
37	Parental leave and related entitlements	30
38	Consultation regarding major workplace change	31
39	Dispute resolution	32
40	Professional development	33
41	Meal charges	34
42	No extra claims	34
43	Future negotiations	35
	Signatories	36
	Schedule 1 - Classification Structure and Definitions	37
	Schedule 2 - Salaries	48

### 3 **COVERAGE OF THE AGREEMENT**

This Agreement covers the wages and conditions of employment of nursing staff employed by Huon Eldercare Inc in all of its facilities and locations.

### 4 **COMMENCEMENT DATE AND DURATION**

*This Agreement takes effect seven days after the date specified on the notice from the Fair Work Commission and will remain in force until 31 December 2015 (the nominal expiry date). The Agreement will remain in effect after the nominal expiry date until replaced or terminated.*

Note: during its life and with the mutual consent of the parties the Agreement may be varied subject to approval by the Fair Work Commission.

### 5 **SUPERSESSON AND SAVINGS**

Except as otherwise provided in this Agreement, the provisions of the *Nurses Award 2010* apply to employees covered by this Agreement, to the exclusion of any other federal or State Awards and Agreements.

Note: the National Employment Standards are statutory minimum entitlements. If any provision in this Agreement is inconsistent with those Standards then to the extent of the inconsistency the National Employment Standards apply.

### 6 **PARTIES TO THE AGREEMENT**

The parties to this Agreement are:

- (a) Huon Eldercare Inc; and
- (b) nursing staff employed by Huon Eldercare for whom classifications are contained in this Agreement; and
- (c) the Australian Nursing and Midwifery Federation, Tasmanian Branch; and
- (d) the Health Services Union Tasmania No 1 Branch.

### 7 **DEFINITIONS**

*In this Agreement, unless the contrary intention appears:*

'Act' means the *Fair Work Act 2009*;

'afternoon shift' means a shift finishing between 19:00 and midnight;

'Agreement' means the Huon Eldercare Inc Nursing Staff Agreement 2014;

'Award' means the *Nurses Award 2010*;

'base rate of pay' means the rate of pay payable to an employee in respect of the employee's ordinary hours of work but does not include loadings, monetary allowances, overtime or penalty rates and any other separately identifiable amounts; (FWA 16)

'casual employee' means someone engaged on an irregular, unpredictable or sporadic basis on an as and when needed basis;

'day shift' means a shift worked between 6:00 and 19:00;

'day worker' means an employee whose ordinary weekly hours are worked between 6:00 and 19:00 Monday to Friday;

'employee' means someone employed by Huon Eldercare Inc who is covered by this Agreement;

'employer' means Huon Eldercare Inc;

'enrolled nurse' means a nurse enrolled as such with the Nursing and Midwifery Board of Australia under the provisions of the *Health Practitioner Regulation National Law (Tasmania) Act 2010*;

'full-time employee' means someone engaged to work 76 ordinary hours a fortnight;

'full pay' means an employee's actual rate of pay including shift penalties, all purpose allowances and casual loading;

'household' means a family group living in the same domestic dwelling;

'immediate family member' means a spouse, partner, child, parent, grandparent, grandchild or sibling of an employee, or a child, parent, grandparent, grandchild or sibling of an employee's partner;

'NES' means the National Employment Standards, as set out in sections 59 to 131 of the *Fair Work Act 2009*;

'ordinary hours' means the normal weekly hours for which an employee is contracted to work but does not include additional shifts and/or hours or overtime;

'ordinary hourly rate' means an employee's actual ordinary-time hourly rate of pay;

'night shift' means a shift finishing after midnight and before 8:00am;

'part-time employee' means someone, other than a casual employee, who is engaged to work fewer than 76 ordinary hours a fortnight;

'registered nurse' means a nurse registered as such with the Nursing and Midwifery Board of Australia under the provisions of the *Health Practitioner Regulation National Law (Tasmania) Act 2010*;

'relevant rate' means the salary for an employee's classification as specified in Schedule 2 of this Agreement;

'relevant hourly rate' means the relevant weekly rate divided by 38;

'relevant weekly rate' means the relevant rate divided by 52;

'roster' means a written roster setting out the names of employees required to work in accordance with the roster, and the dates, days, time and hours when each rostered employee is required to work;

'shift worker' means an employee who is required to work rotating shifts in accordance with a roster;

'standard rate' means the minimum wage for a registered nurse - level 1 pay point 1 in Schedule 2; (Award 3.1)

'trainee enrolled nurse' means an employee undertaking an approved training course in enrolled nursing under the provisions of the *Health Practitioner Regulation National Law (Tasmania) Act 2010*;

'working day' means the number of ordinary hours for which an employee is contracted to work on any given day;

'year of service' means 1976 ordinary hours worked (52 weeks multiplied by 38 hours), including paid public holidays and all paid leave.

## 8 ACCESS TO THE AGREEMENT AND THE NATIONAL EMPLOYMENT STANDARDS

The employer must ensure that copies of this Agreement and the NES are available to all employees to whom they apply in a place which is conveniently located at or near the workplace, or through electronic means, whichever makes them more accessible.

## 9 MINIMUM CONDITIONS OF EMPLOYMENT

The National Employment Standards contain the minimum conditions of employment for employees covered by this Agreement.



**10**     **EMPLOYMENT – GENERAL**

- 10.1 Employees covered by this Agreement will be employed in one of the following categories:
- (a) full-time;
  - (b) part-time;
  - (c) casual; or
  - (d) temporarily on a fixed term or specified task basis.
- 10.2 Employees, other than casuals, will on commencement be employed for an appropriate probationary period, relevant to the nature of the work and the experience and skills of the employee. The probationary period will be specified at the time of engagement and will not exceed six months.
- 10.3 Employees, other than casual employees, will be employed by the fortnight.
- 10.4 At the time of engagement the employer must inform each employee whether they are employed on a full-time, part-time, temporary or casual basis.
- 10.5 An employee's position at the time of appointment will be classified according to the classification definitions contained in Schedule 1 of this Agreement.
- 10.6 The employer must not pay employees at a rate lower than their classification for performing work of a lower classification.
- 10.7 Employees, other than casual employees, are entitled to be paid in respect of any week at their relevant rate, including shift and weekend loadings where applicable, if:
- (a) due to the act, default or direction of the employer they do not work for their full number of ordinary hours; and
  - (b) they are ready, willing and available to work their full number of working hours in that week.
- 10.8 The employer may direct an employee to carry out duties that are within the limits of the employee's skill, competence and training.
- 10.9 Full-time employees
- A full-time employee is someone engaged to work 76 ordinary hours per fortnight.*

#### 10.10 Part-time employees

- (a) *A part-time employee is someone engaged to work fewer than an average of 76 ordinary hours per fortnight and whose hours of work are reasonably predictable.*
- (b) Before commencing part-time employment, the employer and employee will agree, in writing, the guaranteed minimum number of hours to be worked and the rostering arrangements which will apply to those hours.
- (c) The terms of an agreement made under 10(b) may be varied by mutual consent between the employer and employee. Any such agreement must be in writing and signed by both parties.
- (d) The terms of this Agreement apply proportionately to part-time employees on the basis that the ordinary weekly hours for full-time employees are 38.

#### 10.11 Casual employees

- (a) A casual employee is an employee engaged as such, on an hourly basis. Each engagement is a separate period of employment and stands alone.
- (b) A casual employee is to be paid at an hourly rate equal to 1/38th of the weekly rate appropriate to the employee's classification, plus a casual loading of 25%.
- (c) A casual employee is to be paid a minimum of two hours pay for each engagement.
- (d) A casual employee will be paid shift allowances calculated on the ordinary hourly rate of pay including the casual loading component.
- (e) Huon Eldercare maintains a register of employees who have asked to be considered for casual employment, however, being on the list does not explicitly or implicitly mean that any particular person on that list will be offered work of a casual nature should it arise or, that having been offered casual employment, a person will necessarily be offered further casual employment.

#### 10.12 Temporary employees

- (a) A temporary employee is someone, other than a casual, engaged for a specified period of time and/or to undertake a specified task or tasks and for whom there can be no reasonable expectation of employment continuing once that period of time or that task or tasks have been completed.
- (b) A temporary employee may be employed on either a full-time or part-time basis and may be subject to a probationary period.

**11** **INDIVIDUAL FLEXIBILITY AGREEMENTS**

**11.1** *Notwithstanding any other provision of this Agreement, an employer and an individual employee may agree to vary the application of certain terms of this Agreement to meet the genuine individual needs of the employer and the individual employee. The terms the employer and the individual employee may agree to vary the application of are those concerning:*

- (a) arrangements for when work is performed;
- (b) overtime rates;
- (c) penalty rates;
- (d) allowances; and
- (e) leave loading.

**11.2** The employer and the individual employee must have genuinely made the agreement without coercion or duress.

**11.3** The agreement between the employer and the individual employee must be:

- (a) confined to a variation in the application of one or more of the terms listed in 11.1; and
- (b) result in the employee being better off overall than she or he would have been if no individual flexibility agreement had been entered into.

**11.4** *The agreement between the employer and the individual employee must also be:*

- (a) in writing, name the parties to the agreement and be signed by the employer and the employee and, if the employee is under 18 years of age, the employee's parent or guardian;
- (b) state each term of this Agreement that the employer and the employee have agreed to vary;
- (c) detail how the application of each term has been varied by agreement between the employer and the employee;
- (d) detail how the agreement results in the employee being better off overall in relation to her or his terms and conditions of employment; and
- (e) state the date the agreement commences to operate.

**11.5** *The employer must give the employee a copy of the agreement and keep the Agreement as a time and wages record.*

- 11.6 Except as provided in 11.4(a) the agreement must not require the approval or consent of a person other than the employer and the individual employee.
- 11.7 *An employer seeking to enter into an agreement must provide a written proposal to the employee. Where the employee's understanding of written English is limited the employer must take measures, including translation into an appropriate language, to ensure the employee understands the proposal.*
- 11.8 *The agreement may be terminated:*
- (a) by the employer or the individual employee giving four weeks' notice of termination, in writing, to the other party and the agreement ceasing to operate at the end of the notice period; or
  - (b) at any time, by written agreement between the employer and employee.
- 11.9 *The right to make an agreement pursuant to this clause is in addition to, and is not intended to otherwise affect, any provision for an agreement between an employer and an individual employee contained in any other term of this Agreement.*

## 12 **TERMINATION OF EMPLOYMENT**

- 12.1 The provisions of this clause do not apply to casual employees.
- 12.2 *Notice of termination of employment by the employer must be, if the employee's period of continuous service with the employer at the end of the day the notice is given is —*
- (a) not more than one year — one week's notice; or
  - (b) more than one but not more than three years — two weeks' notice; or
  - (c) more than three but not more than five years — three weeks' notice; or
  - (d) more than five years — four weeks' notice; and
  - (e) if the employee is over 45 years of age and has completed at least two years continuous service at the end of the day the notice is given — an additional week's notice.
- 12.3 The notice of termination required to be given by an employee is the same as that required of an employer except that there is no requirement on the employee to give additional notice based on the age of the employee concerned.

If an employee fails to give the required notice the employer may withhold from any monies due to the employee on termination under this Agreement or the NES, an amount not exceeding the amount the employee would have been paid under

this Agreement in respect of the period of notice required by this clause less any period of notice actually given by the employee.

- 12.4 Where an employer has given notice of termination to an employee, the employee must be allowed up to one day's time off without loss of pay for the purpose of seeking other employment. The time off is to be taken at times which are convenient to the employee after consultation with the employer.
- 12.5 The employer may pay the specified period of notice in lieu of the employee working the time out; such payment shall be at the full rate of pay for the hours the employee would have worked had the employment continued until the end of the minimum period of notice.
- 12.6 Nothing in this clause affects the right of the employer to dismiss an employee for serious misconduct or serious neglect of duty, in which case wages will only be paid up to the time of dismissal.
- 12.7 'Serious misconduct' means –
- (a) wilful or deliberate behaviour by an employee that is inconsistent with the continuation of the contract of employment; or
  - (b) conduct that causes serious and imminent risk to the health and safety of a person, or the reputation, viability or profitability of the employer; or
  - (c) theft; or
  - (d) fraud; or
  - (e) assault; or
  - (f) the employee being intoxicated at work through alcohol or non-prescription drugs; or
  - (g) the employee refusing to carry out a lawful and reasonable instruction that is consistent with the employee's contract of employment.

### 13 **REDUNDANCY**

- 13.1 The provisions of this clause do not apply to casual employees.
- 13.2 In circumstances where redundancy is to occur the employer will actively explore redeployment opportunities for affected or potentially affected employees.
- 13.3 Employees seeking redeployment may be re-trained for alternative positions within the employer's operation if available.
- 13.4 Where the employer deems it necessary that employees undergo re-training in order to meet the requirements of jobs to which they are being redeployed, the re-training will take place during working hours and at the employer's cost.

- 13.5 In endeavouring to arrange redeployment opportunities, the employer will try to meet wherever possible the employee's preferences in respect of work area of choice, hours of work, previous classification and roster pattern.
- 13.6 An employee made redundant is entitled to redundancy pay if employment is terminated at the employer's initiative because the employer no longer requires the job to be done.
- 13.7 An employee made redundant by the employer is entitled to a redundancy payment of two weeks pay at the relevant weekly rate for each completed year of employment, and a pro rata amount for part years.
- 13.8 Notwithstanding 13.7 the redundancy payment made to an employee who has been made redundant by the employer must not be less than the entitlements specified in the National Employment Standards which, relevantly, are:
- (a) at least one but less than two years continuous service – four weeks pay;
  - (b) at least two but less than three years continuous service – six weeks pay;
  - (c) at least three but less than four years continuous service – seven weeks pay.
- 13.9 Where an employee is transferred to lower paid duties by reason of redundancy, the same period of notice must be given as the employee would have been entitled to if the employment had been terminated.

The employer may, at the employer's option, make payment instead of an amount equal to the difference between the former ordinary time rate of pay and the ordinary time rate of pay for the number of weeks of notice still owing.

- 13.10 Employees given notice of termination because of redundancy may terminate their employment during the period of notice. Employees are entitled to receive the benefits and payments they would have received under this clause had they remained in employment until the expiry of the notice, but are not entitled to payment instead of notice for the unexpired part of the notice.
- 13.11 *An employee given notice of termination in circumstances of redundancy must be allowed up to one day's time off without loss of pay during each week of notice for the purpose of seeking other employment. This entitlement applies instead of that under clause 12.4.*

#### 14 **CLASSIFICATIONS**

Classification definitions and structure are as per the Award and set out in Schedule 1. Employees must be advised in writing of their classification upon commencement, and of any subsequent changes to their classification.

**15** **WAGE AND SALARY RATES**

*The wage and salary rates applicable to employees covered by this Agreement are set out in Schedule 2.*

**16** **WAGE INCREASES DURING LIFE OF THE AGREEMENT**

During the life of this Agreement wage rates will increase by –

- (a) 3% from the first full pay period on or after 1 January 2013;
- (b) 3% from the first full pay period on or after 1 January 2014;
- (c) 3% from the first full pay period on or after 1 January 2015.

**17** **PROGRESSION THROUGH PAY POINTS**

Progression for all classifications for which there is more than one pay point will be by annual movement to the next pay point or, in the case of a part-time or casual employee, 1786 hours of experience, having regard to recognition of prior service as a registered nurse, and having regard also to the acquisition and use of skill described in the definitions contained in Schedule 1 Classification Definitions, and/or knowledge gained through experience in relevant areas of work over such a period.

**18** **PAYMENT OF WAGES**

- 18.1 Wages will be paid fortnightly, no later than close of business on every second Thursday. Pay day will not be changed without consulting employees and giving at least one month notice.
- 18.2 Wages will be paid by electronic funds transfer into a bank or other financial institution account nominated by the employee.
- 18.3 Where the employer is responsible for a delay in payment of wages beyond close of business on pay day, and that delay results in an employee being charged fees or penalties by his or her nominated bank or financial institution, the employer will reimburse the employee for any such fees or penalties so charged.  
  
The onus will be on the employee to provide evidence of such charges or fees having been incurred as a result of the delay.
- 18.4 When an employee's employment with Huon Eldercare ends, payment of all wages owing will be made by no later than the employee's last working day, or such other time mutually agreed between employee and employer.

## 19 ALLOWANCES

### Adjustment of allowances

- 19.1 Allowances specified in this Agreement, including those in this clause, other than higher duties allowances and certificate and/or diploma allowances, shall not be taken into account in calculating overtime and shift loadings specified in this Agreement.
- 19.2 At the time of any adjustment to the standard rate each expense related allowance will be increased by the relevant adjustment factor. The relevant adjustment factor for this purpose is the percentage movement in the applicable index figure for the September quarter of each year published by the Australian Bureau of Statistics.

The applicable index figure is the index figure published by the Australian Bureau of Statistics for the Eight Capitals Consumer Price Index (Cat No. 6401.0), as follows:

<u>Allowance</u>	<u>Consumer Price Index figure</u>
Meal allowance	Take-away and fast foods sub-group
Uniform and laundry allowance	Clothing and footwear group
Travel (kilometre allowance)	Private motoring sub-group

### Adjustment of other allowances

- 19.3 *Unless otherwise specified in this Agreement non expense-related allowances will be adjusted by the same percentage as the increases to wage rates during the life of this Agreement, i.e. by 3% on the first full pay periods commencing on or after 1 July 2013, 1 July 2014 and 1 July 2015.*

### Uniforms and laundry allowance

- 19.4 (a) Employees required by the employer to wear uniforms will be supplied with an adequate number of uniforms appropriate to the occupation without cost to employees.
- (b) Uniforms will be laundered by the employer without cost to employees.
- (c) Instead of providing uniforms, the employer may pay employees a uniform allowance at the rate of \$1.23 per shift or part thereof on duty or \$6.24 per week, whichever is the lesser amount.
- (d) Where employee's uniforms are not laundered by the employer, the employee will be paid a laundry allowance of \$0.32 per shift or part thereof on duty or \$1.49 per week, whichever is the lesser amount.

If an employee declines to have the employer launder his or her uniforms, no laundry allowance is payable.



- (e) The uniform allowance, but not the laundry allowance, will be paid during all absences on paid leave, except absences on long service leave and absence on personal/carer's leave beyond 21 days. Where, prior to the taking of leave, an employee was paid a uniform allowance other than at the weekly rate, the rate to be paid during absence on leave will be the average of the allowance paid during the four weeks immediately preceding the taking of leave.

Meal allowances

- 19.5 Employees who are required to work more than sixteen kilometres away from their usual workplaces at their usual meal time are entitled to meal allowances as follows:

- (a) breakfast – \$8.84
- (b) lunch – \$9.75
- (c) dinner – \$17.19

Meal allowances when working overtime

- 19.6 Employees will be supplied with an adequate meal at no cost, or be paid a meal allowance of \$11.37 in addition to any overtime payment when required to work overtime after the usual finishing time of work beyond one hour or, in the case of shift workers, when the overtime worked on any shift exceeds one hour.

Where overtime work exceeds four hours an employee will be provided with another adequate meal at no cost or paid a further meal allowance of \$10.24.

On request the meal allowance will be paid on the same day as overtime is worked.

On call (remote) allowance

- 19.7 An on call allowance is paid to employees who is required by the employer to be on call at their private residence, or at any other mutually agreed place. For the purpose of this clause the whole of the on call period is calculated according to the day on which the major portion of the on call period falls. Employee is entitled to receive the following additional amounts for each 24 hour period or part thereof:

- (a) between rostered shifts or ordinary hours Monday to Friday inclusive – 2.35% of the standard rate; or
- (b) between rostered shifts or ordinary hours on a Saturday – 3.54% of the standard rate; or

- (c) between rostered shifts or ordinary hours on a Sunday, public holiday or any day when the employee is not rostered to work – 4.13% of the standard rate.

#### Close call allowance

- 19.8 'Close call' means an employee being required to be on call for duty and remain at the workplace. An employee required to be on close call shall –
- (a) if not required to commence work be paid a minimum payment equivalent to six hours at the employee's relevant rate; or
  - (b) if required to commence work be paid at the relevant overtime rate, provided that such payment shall not be less than the minimum payment specified in (a).

#### Travel expenses

- 19.9
- (a) Employees required to use their own motor vehicles in the course of their duties will be paid an allowance of not less than \$0.75 per kilometre.
  - (b) When employees are travelling on duty, if the employer cannot provide appropriate transport, all reasonably incurred expenses in respect of accommodation, meals and fares/travel will be met by the employer on production of relevant receipts or other evidence acceptable to the employer.
  - (c) Employees will not be entitled to reimbursement for expenses which exceed the mode of transport, meals or the standard of accommodation agreed with the employer.

#### Post-graduate qualification allowances

- 19.10 Entitlement to payment of a post-graduate allowance under this sub clause is dependent upon the qualification being relevant to the employer's operation, and that the qualification is required by the employer, and that the qualification is used in the performance of the employee's work.

A registered nurse who holds post-graduate qualifications shall be paid the following:

- (a) for a post-graduate hospital or post graduate certificate – 4.0% of the relevant hourly rate;
- (b) for a post-graduate diploma or a degree other than a nursing under-graduate degree – 6.5% of the relevant hourly rate;
- (c) for a masters or a doctorate – 7.5% of the relevant hourly rate;

- (d) A post-graduate allowance paid in accordance with this clause shall be taken into account in calculating overtime and annual leave payments.
- (e) Employees are entitled to payment of only one qualification allowance.

Higher duties allowance

- 19.11 (a) *Employees who, for a period of five or more consecutive days, are required to perform the duties of a position classified higher than their normal position shall be paid the relevant rate prescribed for the higher position for all time so worked.*
- (b) *Higher duties allowance does not apply to registered nurse levels 4 and 5.*

In charge allowance

- 19.12 (a) A registered nurse Level 1 or 2 who, for more than half a shift, is required to assume charge of a facility where a Level 3 nurse is usually employed, shall be paid \$22.00 for each shift worked.
- (b) *The in-charge responsibility referred to in 19.12(a) includes all areas of the facility including catering, domestic and care staff.*
- (c) There is no entitlement to an in charge allowance if a registered nurse Level 3 or above is rostered for duty at the same time in the same facility.

20 **SUPERANNUATION**

Superannuation legislation

- 20.1 Legislation, including the *Superannuation Guarantee (Administration) Act 1992*, the *Superannuation Guarantee Charge Act 1992*, the *Superannuation Industry (Supervision) Act 1993* and the *Superannuation (Resolution of Complaints) Act 1993*, deals with the superannuation rights and obligations of employers and employees. Under the legislation individual employees generally have the opportunity to choose their own superannuation fund.

The superannuation fund

- 20.2 If employees do not elect to choose their own superannuation fund, the superannuation fund to which the employer will make contributions on employees' behalf is the Health Employees Superannuation Trust of Australia (HESTA).

Employer contributions

- 20.3 The employer must make such contributions to a superannuation fund for the benefit of an employee as will avoid the employer being required to pay the

superannuation guarantee charge under superannuation legislation with respect to that employee.

Note: The amount of superannuation contributions required to be paid into a fund by the employer is governed by federal legislation. From 1 July 2013 this contribution is 9.25%.

#### Voluntary employee contributions

- 20.4 Subject to the governing rules of the relevant superannuation fund, employees may, in writing, authorise the employer to pay on their behalf a specified amount of their post-taxation wages into the same fund as the employer makes the superannuation contributions.
- 20.5 Employees may adjust the amount they have authorised the employer to pay from their wages under 20.4 from the first of the month following the giving of three months' written notice to their employer.
- 20.6 The employer must pay the amount authorised under 20.4 or 20.5 no later than 28 days after the end of the month in which the deduction was made.

#### 21 **SALARY PACKAGING**

- 21.1 Salary packaging including salary sacrifice superannuation is available to employees and will be fully explained at induction.
- 21.2 It is entirely up to employees whether or not they wish to choose to enter into a salary packaging arrangement.
- 21.3 Salary packaging arrangements are administered by an external organisation. The employer does not arrange, and nor does it administer, salary packaging schemes.

Note: The continued availability of salary packaging arrangements depends on the charitable and PBL status of the employer remaining unchanged during the life of this Agreement. This status is determined entirely by the federal Government.

#### 22 **ORDINARY HOURS OF WORK**

- 22.1 *The ordinary hours of work for a full-time employee are 76 hours per fortnight.*
- 22.2 *The shift length or ordinary hours of work per day will be a maximum of eight hours exclusive of meal breaks, but by mutual agreement this can be extended to ten hours.*
- 22.3 *An accrued day off (ADO) system operates under which an employee working no more than 19 days in a four week period of 152 hours is entitled to an ADO, which is in effect the twentieth day of a four-week cycle of work.*

22.4 *Employees must be free from duty for not less than two full days in each week or four full days in each fortnight or eight full days in each 28-day cycle. Where practicable, such days off must be consecutive.*

22.5 *The hours of work will be continuous, except for meal breaks. Except for the regular changeover of shifts, an employee will not be required to work more than one shift in each 24 hours.*

22.6 Span of hours

*The ordinary hours of work for a day worker will be between 06:00 and 19:00 Monday to Friday.*

Make up time

22.7 (a) With agreement of the employer an employee may elect to work make-up time where she or he takes time off during ordinary working hours and then makes up that time by working the relevant number of hours at a later time during the span of ordinary hours.

(b) For the purpose of 22.7(a), where an employee's ordinary hours of work within the span of hours 06:00 to 19:00 have been fewer than 76 in any fortnight, hours worked outside that span shall be deemed to be part of the employee's ordinary hours of work.

Shift worker

22.8 *A shift worker is an employee required to work rotating shifts in accordance with a roster and who is regularly rostered to work his or her ordinary hours of work outside the span of ordinary hours of work set out in 22.6.*

Rest breaks between rostered work

22.9 An employee will be allowed a rest break of at least eight hours between the completion of one ordinary work period or shift and the commencement of another ordinary work period or shift.

## 23 **OVERTIME**

23.1 Hours worked in excess of the ordinary hours on any day or shift are to be paid as follows:

(a) Monday to Saturday (inclusive) – time and a half for the first two hours and double time thereafter;

(b) Sunday – double time; and

(c) Public holidays – double time and a half.

- (d) Overtime penalties as prescribed in (a), (b) and (c) do not apply to registered nurse levels 4 and 5.

23.2 Overtime rates under this clause are in substitution for and not cumulative upon the shift and weekend premiums prescribed in this Agreement.

23.3 Part-time employees

All time worked by part-time employees in excess of the rostered daily ordinary full-time hours will be overtime and will be paid as prescribed in clause 23.1.

23.4 Time off instead of payment for overtime (TOIL)

- (a) With the agreement of the employer, an employee may take time off at a mutually agreed time instead of receiving payment for overtime.
- (b) Time off in lieu of overtime worked is taken at the penalty rate which would have otherwise applied had the employee chosen to be paid for the overtime so worked, i.e. time and one half, double time or double time and one half.

23.5 Rest period after overtime

- (a) When overtime work is necessary, it will, wherever reasonably practicable, be so arranged that employees have at least ten consecutive hours off duty between the work of successive days or shifts, including overtime.
- (b) Employees who work so much overtime between the end of their ordinary work on one day and the commencement of their ordinary work on the next day that they have not had at least ten consecutive hours off duty between those times, will be released after completion of such overtime until they have had ten consecutive hours off duty, without loss of pay, for ordinary working time occurring during such absence.
- (c) If, on the instruction of the employer, employees resume or continue to work without having had ten consecutive hours off duty, they will be paid at the rate of double time for such work until released from duty. Employees will then be entitled to be absent without loss of pay for rostered ordinary hours occurring during the absence until they have had ten consecutive hours off duty.

23.6 Rest break during overtime

Employees working overtime are entitled to take a paid rest break of twenty minutes for each continuous period of four hours overtime worked.

23.7 Recall to work

- (a) An employee who is required to be on call and is recalled to work, will be paid a minimum of four hours work at the appropriate overtime rate.

- (b) *An employee who is not required to be on call but who is recalled to work after leaving the employer's premises will be paid for a minimum of three hours work at the appropriate overtime rate.*
- (c) *The time spent travelling to and from the place of duty will be deemed to be time worked. Except that, where employees are recalled within three hours of their rostered commencement time, and remain at work, only the time spent in travelling to work will be included with the actual time worked for the purposes of the overtime payment.*
- (d) *Employees recalled to work within two hours of their usual starting time are to be paid at overtime rates with a minimum payment of two hours at double time.*
- (e) *If an employee is recalled to work, the employee will be provided with transport to and from their home or will be refunded the cost of such transport.*

## 24 **BREAKS**

### 24.1 Meal breaks

- (a) *An employee who works in excess of five hours will be entitled to an unpaid meal break of not less than 30 minutes and not more than 60 minutes, provided that where an employee cannot be relieved in order to take the meal break the break will be a paid break.*
- (b) *Where employees are required to remain available or on duty during a meal break, they are to be paid overtime for all time worked until the meal break is taken.*

### 24.2 Tea breaks

*Every employee is entitled to a paid ten minute tea break in each four hours worked, at a time to be agreed between the employee and employer. Alternatively, subject to agreement between the employer and employee, such breaks may be taken as one paid twenty minute tea break.*

## 25 **SATURDAY, SUNDAY AND PUBLIC HOLIDAY WORK**

- (a) *Where employees are rostered to work ordinary hours between midnight Friday and midnight Saturday, they will be paid a loading of 50% of their ordinary rate of pay for the hours worked during this period.*
- (b) *Where employees are rostered to work ordinary hours between midnight Saturday and midnight Sunday, they will be paid a loading of*

*75% of their ordinary rate of pay for the hours worked during this period.*

- (c) Where employees are rostered to work ordinary hours on a public holiday the hours so worked will be paid at double time.

## 26 **SHIFTWORK**

### Shift penalties

- 26.1 Employees who work a rostered afternoon shift between Monday and Friday will be paid a loading of 12.5% of their ordinary rate of pay.
- 26.2 Employees who work a rostered night shift between Monday and Friday will be paid a loading of 17.5% of their ordinary rate of pay.
- 26.3 The provisions of this clause do not apply where employees commence their ordinary hours of work after 12:00 noon and finish at or before 19:00 on that day.
- 26.4 For the purposes of this clause:
- (a) 'afternoon shift' means any shift commencing not earlier than 12:00 noon and finishing after 19:00 pm on the same day; and
- (b) 'night shift' means any shift commencing on or after 19:00 and finishing before 8:00 on the following day.
- 26.5 The shift penalties set out in this clause do not apply to ordinary hours of work performed on Saturdays, Sundays or public holidays, payment for which is prescribed in clause 25.

## 27 **ROSTERING**

- 27.1 *Employees will work in accordance with a 28 day roster fixed by the employer.*
- 27.2 *The roster will set out employees' daily ordinary working hours and starting and finishing times and be displayed in a place conveniently accessible to employees at least twenty-eight days before the commencement of the roster period.*
- 27.3 *Unless the employer otherwise agrees, an employee desiring a roster change will give seven days notice, except where the employee is ill or in an emergency.*



27.4 *Seven days' notice of a change of roster will be given by the employer to employees. Except that a roster may be altered at any time to enable the functions of the facility to be carried out where another employee is absent from work due to illness, or in an emergency.*

27.5 *Where any such alteration requires an employee working on a day which would otherwise have been the employee's day off, the day off will be as mutually arranged.*

## 28 **FLEXIBLE WORKING ARRANGEMENTS**

Note: examples of changes in working arrangements include changes in hours of work, changes in patterns of work, and changes in workplace location.

28.1 An employee who is a parent, or has the responsibility for the care, of a child may request the employer for a change of working arrangements to assist the employee to care for the child if the child is under school age, or is under 18 years of age and has a disability.

28.2 Employees are not entitled to make such a request unless they have completed at least twelve months continuous employment with the employer.

28.3 The employee's request must be in writing and set out the nature of and reasons for the change(s) being sought.

28.4 The employer is to give the employee a written response within 21 days and, if declining the request, must explain the reasons for doing so.

28.5 The employer may decline the request only on reasonable business and/or operational grounds.

## 29 **ANNUAL LEAVE**

29.1 For each year of continuous service employees are entitled to 152 hours (four weeks) paid annual leave.

29.2 Shift workers are entitled to an additional 38 hours annual leave (five weeks leave in total for each year of continuous employment). For purposes of the additional (fifth) week of annual leave, 'a shift worker' means an employee who:

(a) is regularly rostered over seven days of the week;

(b) regularly works on weekends.

29.3 Employees who work more than ten Saturdays or ten Sundays in a year are, for the purposes of the additional (fifth) week of annual leave specified in clause 29.2, deemed to be shift workers and are therefore entitled to the additional (fifth) week of annual leave.

29.4 Taking leave

Annual leave must be taken within six months of an employee becoming entitled to leave of more than five weeks, unless agreed otherwise by employee and employer.

29.5 Annual leave is to be taken in one consecutive period, or any combination of periods agreed between the employee and employer.

Annual leave taken as single days shall not exceed five in a year.

29.6 Cashing out leave

An employee may, with the agreement of the employer, cash out accrued annual leave, provided that in no circumstance must the remaining balance of the employee's leave be less than four weeks after the amount of leave being cashed out has been deducted from the employee's accrued leave. The amount cashed out will include the relevant amount of annual leave loading.

29.7 Payment for annual leave

Before going on a period of annual leave, employees are to be paid the amount of wages they would have received for ordinary time worked had they not been on leave.

29.8 Annual leave exclusive of public holidays

- (a) If a public holiday falls during a period of annual leave on a day which would otherwise have been a working day, that day will be counted as a paid public holiday and not a day of paid annual leave.
- (b) Notwithstanding (a) above, shift workers, including part-time shift workers, will have added to their annual leave entitlement one additional day for each public holiday, irrespective of whether or not the public holiday falls on a day which would have been a rostered day off.
- (c) Notwithstanding (a) and (b) above, part-time shift workers whose place on a roster does not rotate shall have an additional day added to their annual leave entitlement only if the public holiday falls on a day which they are rostered to work.
- (d) The provisions of (a), (b) and (c) above do not apply to a public holiday which falls on a Saturday or Sunday.

29.9 Annual leave loading

In addition to their ordinary pay, employees, other than shift workers, will be paid an annual leave loading of 17½% of their ordinary pay on a maximum of 152 hours annual leave each year.

Shift workers will be paid whichever is the greater of either –

- (a) an annual leave loading of 17.5% of ordinary pay; or
- (b) the weekend and shift penalties they would have received had they not been on leave during the relevant period.

**29.10 Payment of annual leave on termination**

On termination of their employment, employees will be paid their accrued annual leave including annual leave loading.

**30 PERSONAL/CARERS' LEAVE**

**30.1** *For each completed year of employment, full-time employees other than casual employees, who are not entitled to paid leave, are entitled to 152 hours of paid personal/carers' leave.*

**30.2** Employees' entitlement to paid personal/carers' leave accrues progressively during a year of service according to their ordinary hours of work, and accumulates from year to year without limit.

**30.3** Employees may take paid personal/carer's leave if the leave is taken –

- (a) because an employee is not fit for work due to a personal illness, or personal injury; or
- (b) an employee is experiencing domestic and/or family violence; or
- (c) to provide care or support to a member of the employee's immediate family, or household, who requires care or support due to a personal illness, personal injury or unexpected emergency affecting the member of the employee's immediate family or household.

**30.4** Employees are not entitled to paid personal leave in respect of any absence for which they are entitled to workers' compensation.

**30.5** As soon as practicable employees should inform the employer of their inability to attend work and the nature and likely duration of the absence.

**30.6** The onus is on employees to demonstrate, subject to this clause, that they were unable to attend work due to personal illness or injury. Proof of absence is taken to mean a certificate from a medical practitioner.

**30.7** Notwithstanding 30.6 employees may take up to five single day absences a year without having to provide a certificate from a medical practitioner.

**30.8** In circumstances where a medical certificate would normally be required, employees may submit a certificate from a registered allied health professional, or make a statutory declaration, for up to five single personal leave days a year, which may include one absence of two consecutive days. In all other situations a certificate from a medical practitioner is required.

- 30.9 If the period during which employees take paid personal/carer's leave includes a public holiday which would have otherwise been a working day for them, they are taken to not be on paid personal/carer's leave on that public holiday.
- 30.10 If employees take a period of paid personal/carer's leave, the employer must make payment at the employees' base rate of pay for their ordinary hours of work in the period.

30.11 Part-time employees

- (a) Part-time employees are entitled to leave on a proportionate basis.

For clarification, 'proportionate' means the entitlement is calculated on the basis of the proportion that the employee's ordinary weekly hours bear to 38. For example, an employee working 24 hours a week would be entitled to 96 hours of paid personal leave a year (i.e. 24 divided by 38 multiplied by 152).

- (b) In determining the amount of paid personal leave to which part-time employees are entitled, other than accumulated leave, 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 ordinary hours per week for which the employee is engaged shall be used.

Unpaid carers' leave

- 30.12 An employee is entitled to two days of unpaid carer's leave for each occasion (a permissible occasion) when a member of the employee's immediate family or household requires care or support because of a personal illness, personal injury or an unexpected emergency affecting the member of the employee's immediate family or household.
- 30.13 An employee may take unpaid carer's leave for a particular permissible occasion as a single continuous period of up to two days, or any separate periods to which the employee and the employer agree.
- 30.14 Employees cannot take unpaid carer's leave if they could instead take paid personal/carer's leave.
- 30.15 An employee must give the employer notice of taking paid or unpaid personal/carer's leave. That notice must be given to the employer as soon as practicable (which may be at a time after the leave has begun) and must inform the employer of the expected duration of the leave.
- 30.16 An employee taking paid or unpaid personal/carer's leave must, if required to do so by the employer, provide evidence which would satisfy a reasonable person that the leave is being taken, or was taken, for a reason or a permissible occasion as set out in this clause.

## 31 **COMPASSIONATE LEAVE**

- 31.1 Employees, other than casual employees, are entitled to three days compassionate leave for each occasion (a permissible occasion) when a member of their immediate family or household contracts or develops a personal illness or sustains a personal injury which poses a serious threat to that member's life, or that member dies.
- 31.2 Employees may take compassionate leave for a particular permissible occasion if the leave is taken –
- (a) to spend time with the member of the employee's immediate family or household who has contracted or developed a personal illness or personal injury referred to in 31.1; or
  - (b) after the death of the member of the employee's immediate family or household referred to in 31.1.
- 31.3 Employees may take compassionate leave for a particular permissible occasion as –
- (a) a single continuous period of three days; or
  - (b) any other arrangement agreed between employee and employer.
- 31.4 If in accordance with this clause employees, other than casual employees, take a period of compassionate leave the employer must pay them at their base rate of pay for their ordinary hours of work in the period.
- 31.5 Employees must give the employer notice of taking paid or unpaid compassionate leave. That notice must be given to the employer as soon as practicable (which may be at a time after the leave has begun) and must inform the employer of the expected duration of the leave.
- 31.6 Employees taking compassionate leave must, if required to do so by the employer, provide evidence which would satisfy a reasonable person that the leave is being taken, or was taken, for a permissible occasion as set out in this clause.

## 32 **LONG SERVICE LEAVE**

- 32.1 Employees are covered by the provisions of the *Tasmanian Long Service Leave Act 1976*, which provides an entitlement of 8.66 weeks paid long service leave for the first 10 years of continuous employment with the employer, and then 4.33 weeks for each subsequent period of five years continuous employment. Long service leave accrues at 0.8667 of a week for each completed year of continuous employment, subject to 32.2 and 32.3 following.
- 32.2 Employees with ten or more years of continuous employment are entitled to be paid accrued long service leave if leaving employment for any reason.

- 32.3 Employees are entitled to pro rata long service leave in the event that they leave employment after seven but less than ten years continuous service on account of illness, incapacity, domestic or other pressing necessity of such a nature as to justify termination, having attained the age for retirement (s.8(3)(a) of the *Long Service Leave Act 1976*), or whose employment has been terminated by the employer for any reason other than serious and wilful misconduct of the employee.

### 33 **PUBLIC HOLIDAYS**

- 33.1 Employees are entitled to be paid for a public holiday which falls on a day that would otherwise be a working day for the employees concerned.
- 33.2 The public holidays are New Year's Day, Australia Day, Hobart Regatta Day, Labour or Eight Hours Day, Good Friday, Easter Monday, ANZAC Day, Queen's Birthday, Hobart Show Day, Christmas Day, Boxing Day, or any other day, or part day, declared to be observed as a public holiday generally throughout the State or in the area in which the employer's workplace or workplaces are situated.
- 33.3 If, under a law of Tasmania, a day or part day is substituted for a day or part day that would otherwise be a public holiday under 33.2, then the substituted day or part day is deemed to be the public holiday.

#### Public holidays occurring on rostered days off

- 33.4 Full-time employees will receive a day's ordinary pay for public holidays that occur on their rostered day off and the day will be taken at a time mutually agreed but within a month of it having fallen due. This does not apply to employees who work Monday to Friday when a public holiday falls on a Saturday or Sunday.

#### Substitute day

- 33.5 Where an employee is entitled to payment for a public holiday this may occur, by agreement between the employer and the employee:
- (a) if the public holiday is worked, the employee can be paid at single time for the day so worked and subsequently by mutual agreement take a substitute day off at single time; or
  - (b) if the public holiday is worked, the employee can be paid at the rate of double time, in which case there is no entitlement to a substitute day.
  - (c) Where a shift worker is required to work on a public holiday and is granted a substitute day the shift penalties specified in Clause 26 do not apply.
  - (d) if an entitlement to payment for a public holiday not worked exists the employee can be paid at the rate of single time, in which case no extra day will be added to the employee's annual leave entitlement.

34 **COMMUNITY SERVICE LEAVE**

34.1 Employee who engage in an eligible community service activity are entitled to be absent from their employment for a period if the period consists of one or more of the following:

- (a) time when the employee engages in the activity;
- (b) reasonable travelling time associated with the activity;
- (c) reasonable rest time immediately following the activity; and
- (d) unless the absence is jury service, the employee's absence is reasonable in all of the circumstances.

34.2 Each of the following is an eligible community service activity:

- (a) jury service (including attendance for jury selection);
- (b) a voluntary emergency management activity; or
- (c) an activity prescribed as such by the Fair Work Regulations.

34.3 An employee engages in a voluntary emergency management activity if, and only if –

- (a) the employee engages in an activity which involves dealing with an emergency or natural disaster; and
- (b) the employee engages in the activity on a voluntary basis (whether or not the employee directly or indirectly takes or agrees to take an honorarium, gratuity or similar payment wholly or partly for engaging in the activity); and
- (c) the employee is a member of, or has a member-like association with, a recognised emergency management body; and
- (d) either the employee was requested by or on behalf of the body to engage in the activity or, if no such request was made, it would be reasonable to expect that, if the circumstances had permitted the making of such a request it is likely that such a request would have been made.

34.4 A recognised emergency management body is:

- (a) a body, or part of a body, which has a role or function under a plan that is –
  - (i) for coping with emergencies and/or disasters; and

- (ii) prepared by the State or the Commonwealth; or
  - (b) a fire-fighting, civil defence or rescue body or part of such body; or
  - (c) any other body or part of a body, a substantial purpose of which involves —
    - (i) securing the safety of persons or animals in an emergency or natural disaster; or
    - (ii) protecting property in an emergency or natural disaster; or
    - (iii) otherwise responding to an emergency or natural disaster; or
  - (d) a body or part of a body, prescribed by the Regulations; but does not include a body which was established, or is continued in existence, for the purpose, or for purposes that include the purpose of entitling one or more employees to be absent from their employment under Division 8 of NES.
- 34.5 The Regulations may prescribe an activity that is of a community service nature as an eligible community service activity.
- 34.6 Employees must give the employer notice of wanting to taking community service leave. That notice must be given to the employer as soon as practicable (which may be at a time after the leave has begun) and must inform the employer of the expected duration of the leave.
- 34.7 Employees taking community service leave must, if required to do so by the employer, provide evidence which would satisfy a reasonable person that the leave is being taken or was taken for a permissible occasion as set out in this clause.
- 34.8 Community service leave is unpaid.

### 35 **JURY SERVICE**

- 35.1 This clause applies if, in accordance with the National Employment Standards employees, except casual employees, are absent from work because of jury service. Subject to this clause the employer must pay employees at their base rate of pay for their ordinary hours of work in the period of jury service.
- 35.2 The employer may require employees to provide evidence which would satisfy a reasonable person that they have taken all reasonable steps to obtain any amount of jury pay to which they would be entitled, and of the total amount (even if it is a nil amount) of jury service pay that has been paid or is payable to them for the period of leave in question.
- 35.3 If the employer does require evidence as per 35.2 employees are not entitled to payment under 35.1 unless they provide the evidence and, if they do provide the evidence, the amount payable by the employer under 35.1 is reduced by the total amount of jury service pay that has been paid, or is payable, to the employees, as disclosed in the evidence.



- 35.4 The employer is only required to pay employees for the first ten days of the period of jury service during which they were absent from work.
- 35.5 'Jury service pay' means an amount paid in relation to jury service under a law of the Commonwealth or Tasmania, other than an amount that is, or that is in the nature of, an expense-related allowance.

36 **CEREMONIAL LEAVE**

Employees who wish, due to Aboriginal or Torres Strait Island tradition, to be absent from work for ceremonial purposes will be entitled to up to ten working days unpaid leave in any one year, with the approval of the employer.

37 **PARENTAL LEAVE AND RELATED ENTITLEMENTS**

- 37.1 Parental leave and related entitlements are provided for in the National Employment Standards at sections 67-87 of the *Fair Work Act 2009*.

The federal Paid Parental Leave Scheme (PPL)

- 37.2 The Paid Parental Leave scheme (PPL) exists for new parents who are primary carers of a child born or adopted after 1 January 2011.
- 37.3 An eligible person will, upon application to the relevant federal government authority, receive taxable PPL payments at the level of the Federal Minimum Wage, for a maximum period of eighteen weeks. In most cases, the person will receive the payment through their employer.
- 37.4 To be eligible for the PPL scheme, the primary carer (usually the mother) must be in paid work and have:
- (a) been engaged in work continuously for at least ten of the thirteen months prior to the expected birth or adoption of the child; and
  - (a) undertaken at least 330 hours of paid work in the ten month period (an average of around one day of paid work a week).
- 37.5 The eligibility to eighteen weeks PPL is in addition to any entitlements an employee is entitled to under the Parental Leave (birth related leave and adoption related leave) provisions contained in the National Employment Standards (Division 5 - Parental Leave and Related Entitlements).

Huon Eldercare Inc 'top up' parental leave pay

- 37.6 The employer will pay employees who take Paid Parental Leave the difference between the PPL payment and the employee's relevant ordinary rate, to a maximum of fourteen weeks.

Note: the top up pay provision means that employees will receive the same paid benefit as existed under the previous Nursing Staff Agreement. In addition, the introduction of the federal Government's PPL scheme means employees are eligible to receive a further four weeks leave paid at the federal minimum wage rate.

- 37.7 For the purposes of top up pay 'relevant ordinary rate' means an employee's ordinary rate of pay excluding shift penalties, allowances and overtime.

The federal Dad and Partner Pay scheme (DaPP)

- 37.8 The Australian Government administers the Dad and Partner Pay scheme (DaPP). The scheme provides up to two weeks federal government-funded pay, at the national Minimum Wage, for secondary carers of new-born or adopted children. DaPP is available to the biological father of the child, the partner of the child's birth mother (including same gender partner), or an adoptive parent of the child. To be eligible for payment under the DaPP scheme employees must have –

- (a) been engaged in work continuously for at least ten of the thirteen months prior to the expected birth or adoption of the child; and
- (b) undertaken at least 330 hours of paid work in the ten months period (i.e. an average of around one day of paid work a week); and
- (c) earned less than \$150,000 taxable income in the previous financial year; and
- (d) not be working, or receiving paid leave, during their DaPP period.

Note: the employer does not have any role in providing Dad and Partner Pay, which is administered and paid directly by the Australian Government. Employees wishing to apply for DaPP will need to discuss and agree on unpaid leave arrangements with the employer.

38 **CONSULTATION REGARDING MAJOR WORKPLACE CHANGE**

- 38.1 Where an employer has made a definite decision to introduce major changes in production, program, organisation, structure or technology which are likely to have significant effects on employees, the employer must notify the employees who may be affected by the proposed changes and their representatives, if any.
- 38.2 Significant effects include termination of employment; major changes in the composition, operation or size of the employer's workforce or in the skills required; the elimination or diminution of job opportunities, promotion opportunities or job tenure; the alteration of hours of work; the need for retraining or transfer of employees to other work or locations; and the restructuring of jobs.
- 38.3 The employer must discuss with the employees affected and their representatives, if any, the introduction of the changes referred to in 38.1 the effects the changes are likely to have on employees and measures to avert or

mitigate the adverse effects of such changes on employees and must give prompt consideration to matters raised by employees or their representatives in relation to the changes.

- 38.4 The discussions must commence as early as practicable after a definite decision has been made by the employer to make the changes referred to in 38.1.
- 38.5 For the purposes of such discussion, the employer must provide in writing to the employees concerned and their representatives, if any, all relevant information about the changes including the nature of the changes proposed, the expected effects of the changes on employees and any other matters likely to affect employees, provided that the employer is not required to disclose confidential information the disclosure of which would be contrary to the employer's interests.

Consultation about changes to rosters or hours of work

- 38.6 Where an employer proposes to change employees' regular roster of hours of work, the employer must consult with the employees affected and their representatives, if any, about the proposed change.
- 38.7 The employer must:
- (a) provide to the employees affected and their representatives, if any, information about the proposed change (for example, information about the proposed change to the employee's regular roster or ordinary hours of work and when that change is proposed to commence;
  - (b) invite the employees affected and their representatives, if any, to give their views about the effect of the proposed change, including any effect in relation to their family of caring responsibilities;
  - (c) give consideration to any views about the effect of the proposed change that are given by the employee or employees concerned and/or their representatives.
- 38.8 The requirement to consult under this clause does not apply where an employee has irregular, sporadic or unpredictable working hours.
- 38.9 These provisions are to be read in conjunction with other award provisions concerning the scheduling of work and notice requirements.

39 **DISPUTE RESOLUTION**

- 39.1 *In the event of a dispute about a matter under this Agreement, or a dispute in relation to the NES, or a dispute relating to employment and employment conditions and the workplace generally, in the first instance the parties must attempt to resolve the matter at the workplace by discussions between the employee or employees concerned and the relevant supervisor.*

*If such discussions do not resolve the dispute, the parties will endeavour to resolve the dispute in a timely manner by discussions between the employee or employees concerned and more senior levels of management as appropriate.*

- 39.2 *If a dispute is unable to be resolved at the workplace, and all appropriate steps under 39.1 have been taken, a party to the dispute may refer it to the Fair Work Commission.*
- 39.3 *The parties involved in the dispute may agree on the process to be adopted by the Fair Work Commission, including mediation, conciliation and consent arbitration.*
- 39.4 *Where the matter in dispute remains unresolved, the Fair Work Commission may exercise any method of dispute resolution permitted by the Act that it considers appropriate to ensure the settlement of the dispute.*
- 39.5 *The parties involved in the dispute may appoint another person, organisation or association to accompany and/or represent them at all or any stage of the dispute resolution process.*
- 39.6 *While the dispute resolution procedure is being conducted, work must continue in accordance with this Agreement and the Act. Subject to applicable occupational health and safety legislation, employees must not unreasonably fail to comply with a direction by the employer to perform work, whether at the same or another workplace, that is safe and appropriate for the employees to perform.*

#### 40 **PROFESSIONAL DEVELOPMENT**

- 40.1 Without limiting its nature and extent professional development includes updating of professional skills, knowledge and techniques; award-bearing courses; agreed activities arising from the appraisal process; employer-initiated activities such as committees, seminars to introduce new developments, methodology, administrative and conceptual changes; and activities for individuals or groups of staff members which have been approved by the employer.
- 40.2 It must be evident that the activity will provide employees with skills/knowledge which will either:
- (a) enable them to better undertake their work; or
  - (b) enhance their career prospects.
- 40.3 The establishment of professional development programs and/or activities will be undertaken in consultation with employees occupying positions affected by these programs and/or activities.

- 40.4 Valid costs associated with undertaking approved professional development will be reimbursed by the employer upon production of proof of such expenditure.
- 40.5 Travel and accommodation costs incurred by employees undertaking professional development which exceed those normally incurred in travelling to and from work, will be reimbursed by the employer upon production of proof of such expenditure.
- 40.6 The employer and its employees should agree on criteria for continuing professional development having regard to the cost, accessibility and availability of courses relevant to the needs of the workplace and the individual employee.
- 40.7 Processes will be implemented to ensure employees have regular opportunities to discuss their career plans and training needs with their supervisor/manager.
- 40.8 Employees will be provided with equitable access to training and education opportunities and, wherever possible, the training will be accredited training.

Optional training

- 40.9 The employer will from time to time arrange optional training opportunities that may benefit both employees and the employer. The employer will advise employees whether these training sessions are paid or unpaid.

Mandatory training

- 40.10 Employees must attend mandatory training. Employees will be paid for their attendance at mandatory training sessions for the duration of the training session.

41 **MEAL CHARGES**

- 41.1 *Where employees have meals provided by the employer the charges for such meals are:*

- (a) two or three course meal – \$4.87
- (b) main course – \$3.73
- (c) other course, i.e. soup or sweet – \$3.39
- (d) breakfast – \$3.39

- 41.2 Where a meal is provided no additional charge will be made for tea or coffee, toast, bread, butter or condiments.

42 **NO EXTRA CLAIMS**

The parties undertake that, during the life of this Agreement, they will not make any claims relating to wages and conditions of employment.

43

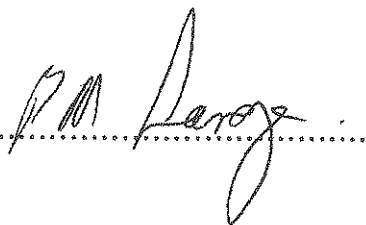
**FUTURE NEGOTIATIONS**

Negotiations for a new Agreement to replace this Agreement will begin no later than 1 October 2015.

**SIGNATORIES**

For the employer Huon Eldercare Inc,  
3278 Huon Highway,  
Franklin, Tasmania.

Barry Lange  
Chief Executive Officer .....



date 23 April 2014

For the Australian Nursing and Midwifery Federation, Tasmania Branch,  
182 Macquarie Street,  
Hobart, Tasmania 7000.

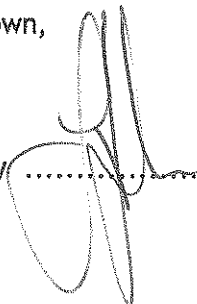
Neroli Ellis,  
Branch Secretary .....



date 23 April 2014

For the Health Services Union Tasmania No 1 Branch,  
11 Clare Street, New Town,  
Tasmania 7008.

Tim Jacobsen, Secretary .....



date 30/4/14

## SCHEDULE 1

Note: for the purpose of clarity, the following classification structure and definitions are intended to replicate those appearing in the *Nurses Award 2010*.

### Classification Definitions

#### A.1 Nursing assistant

Nursing assistant means an employee, other than one registered with the Nursing and Midwifery Board of Australia or its successor or one who is in training for the purpose of such registration, who is under the direct control and supervision of a Registered or Enrolled nurse and whose employment is solely to assist an RN or EN in the provision of nursing care to persons.

#### A.2 Nursing care

Nursing care means:

- giving assistance to a person who, because of disability, is unable to maintain their bodily needs without frequent assistance;
- carrying out tasks which are directly related to the maintenance of a person's bodily needs where that person because of disability is unable to carry out those tasks for themselves; and/or
- assisting a registered nurse to carry out the work described in 0.
- For the purposes of this award nursing care also includes care provided by midwives.

#### A.3 Student enrolled nurse

Student enrolled nurse means a student undertaking study to become an enrolled nurse.

#### A.4 Enrolled nurses

##### A.4.1 Enrolled nurse—pay point 1

- (a) Pay point 1 refers to the pay point to which an enrolled nurse (EN) has been appointed.
- (b) An employee will be appointed based on training and experience including:
  - having satisfactorily completed a hospital based course of training in nursing of not more than 12 months duration leading to enrolment as an EN; or
  - having satisfactorily completed a course of training of 12 months duration in a specified branch of nursing leading to enrolment on a register or roll maintained by the Nursing and Midwifery Board of Australia or its successor; and



- having practical experience of up to but not more than 12 months in the provision of nursing care and/or services, and, the undertaking of in-service training, subject to its provision by the employing agency, from time to time.

(c) Skill indicators

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

**A.4.2 Enrolled nurse—pay point 2**

(a) Pay point 2 refers to the pay point to which an EN has been appointed.

(b) An employee will be appointed to this pay point based on training and experience including:

- having satisfactorily completed a hospital based course of general training in nursing of more than 12 months duration and/or 500 hours or more theory content or a course accredited at advanced certificate, diploma or advanced diploma level leading to enrolment as an EN; or
- not more than one further year of practical experience in the provision of nursing care and/or services in addition to the experience, skill and knowledge requirements specified for pay point 1; and
- the undertaking of in-service training, subject to its provision by the employing agency, from time to time.

(c) Skill indicators

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

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

**A.4.3 Enrolled nurse—pay point 3**

(a) Pay point 3 refers to the pay point to which an EN has been appointed.

(b) An employee will be appointed to this pay point based on training and experience including:

- not more than one further year of practical experience in the provision of nursing care and/or services, in addition to the experience, skill and knowledge requirements specified for pay point 2; and
- the undertaking of in-service training, subject to its provision by the employing agency, from time to time.

**(c) Skill indicators**

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

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

**A.4.4 Enrolled nurse—pay point 4**

**(a)** Pay point 4 refers to the pay point to which an EN has been appointed.

**(b)** An employee will be appointed to this pay point based on training and experience including:

- not more than one further year of practical experience in the provision of nursing care and/or services in addition to the experience, skill and knowledge requirements specified for pay point 3; and
- the undertaking of in-service training, subject to its provision by the employing agency, from time to time.

**(c) Skill indicators**

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

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

**A.4.5 Enrolled nurse—pay point 5**

**(a)** Pay point 5 refers to the pay point to which an EN has been appointed.

**(b)** An employee will be appointed to this pay point based on training and experience including:

- not more than one further year of practical experience in the provision of nursing care and/or services in addition to the experience, skill and knowledge requirements specified for pay point 4; and
- the undertaking of relevant in-service training, subject to its provision by the employing agency, from time to time.

**(c) Skill indicators**

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

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

**Registered nurses****A.4.6 Registered nurse—level 1 (RN1)**

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

**A.4.7 Registered nurse—level 2 (RN2)**

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

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

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

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

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

#### A.4.8 Registered nurse—level 3 (RN3)

(a) An employee at this level:

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

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

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

- (i) Duties of a Clinical nurse consultant will substantially include, but are not confined to:
  - providing leadership and role modelling, in collaboration with others including the Nurse manager and the Nurse educator, particularly in the areas of action research and quality assurance programs;
  - staff and patient/client education;
  - staff selection, management, development and appraisal;
  - participating in policy development and implementation;
  - acting as a consultant on request in the employee's own area of proficiency; for the purpose of facilitating the provision of quality nursing care;
  - delivering direct and comprehensive nursing care to a specific group of patients or clients with complex nursing care needs, in a particular area of nursing practice within a practice setting;
  - coordinating, and ensuring the maintenance of standards of the nursing care of a specific group or population of patients or clients within a practice setting; and
  - coordinating or managing nursing or multidisciplinary service teams providing acute nursing and community services.

- (ii) Duties of a Nurse manager will substantially include, but are not confined to:
- providing leadership and role modelling, in collaboration with others including the Clinical nurse consultant and the Nurse educator, particularly in the areas of action research and quality assurance programs;
  - staff selection and education;
  - allocation and rostering of staff;
  - occupational health;
  - initiation and evaluation of research related to staff and resource management;
  - participating in policy development and implementation;
  - acting as a consultant on request in the employee's own area of proficiency (for the purpose of facilitating the provision of quality nursing care);
  - being accountable for the management of human and material resources within a specified span of control, including the development and evaluation of staffing methodologies; and
  - managing financial matters, budget preparation and cost control in respect of nursing within that span of control.
- (iii) Duties of a Nurse educator will substantially include, but are not confined to:
- providing leadership and role modelling, in collaboration with others including the Clinical nurse consultant and the Nurse manager, particularly in the areas of action research;
  - implementation and evaluation of staff education and development programs;
  - staff selection;
  - implementation and evaluation of patient or client education programs;
  - participating in policy development and implementation;
  - acting as a consultant on request in the employee's own area of proficiency (for the purpose of facilitating the provision of quality nursing care); and
  - being accountable for the assessment, planning, implementation and evaluation of nursing education and staff development programs for a specified population.

#### A.4.9 Registered nurse—level 4 (RN4)

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

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

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

- being accountable for the development and coordination of nursing management systems within a specified span of control; and
  - being accountable for the structural elements of quality assurance for a specified span of control.
- (iii) Duties of an Assistant director of nursing (education) will substantially include, but are not confined to:
- providing leadership and role modelling, in conjunction with others including the Assistant director of nursing (clinical) and the Assistant director of nursing (management), particularly in the areas of selection of staff within the employee's area of responsibility;
  - coordination and promotion of nurse education research projects;
  - participating as a member of the nursing executive team, and contributing to the development of nursing and health unit policy for the purpose of facilitating the provision of quality nursing care;
  - managing the activities of, and providing leadership, coordination and support to a specific group of Nurse educators;
  - being accountable for the standards and effective coordination of education programs for a specified population;
  - being accountable for the development, implementation and evaluation of education and staff development programs for a specified population;
  - being accountable for the management of educational resources including their financial management and budgeting control; and
  - undertaking career counselling for nursing staff.

#### A.4.10 Registered nurse level 5—(RN5)

- (a) An employee at this level:
- (i) holds any other qualification required for working in the employee's particular practice setting; and
  - (ii) is appointed as such by a selection process or by reclassification from a lower level when the employee is required to perform the duties detailed in this subclause on a continuing basis.
- An employee at this level may also be known as a Director of Nursing.
- (b) Appointment at a particular grade at this level will depend upon the level of complexity associated with the duties described in this clause. In this connection the number of beds in a facility will be a relevant consideration.
- (c) In addition to the duties of an RN4, an employee at this level will perform the following duties:
- being accountable for the standards of nursing care for the health unit and for coordination of the nursing service of the health unit;
  - participating as a member of the executive of the health unit, being accountable to the executive for the development and evaluation of

nursing policy, and generally contributing to the development of health unit policy;

- providing leadership, direction and management of the nursing division of the health unit in accordance with policies, philosophies, objectives and goals established through consultation with staff and in accordance with the directions of the Board of Directors of the health unit;
- providing leadership and role modelling, in collaboration with others, particularly in the areas of staff selection, promotion of participative decision making and decentralisation of nursing management and generally advocating for the interests of nursing to the executive team of the health unit;
- managing the budget of the nursing division of the health unit;
- ensuring that nursing services meeting changing needs of clients or patients through proper strategic planning; and
- complying, and ensuring the compliance of others, with the code of ethics and legal requirements of the nursing profession.

#### A.5 Occupational health nurses

The duties and responsibilities of Occupational health nurses include, but are not necessarily confined to:

- the maintenance of appropriate records relating to the activities of the occupational health unit and services to clients;
- the rehabilitation of injured workers;
- preventative action in relation to occupational hazards that may lead to injury and/or illness;
- immediate and continuing treatment of occupational injuries and/or illness;
- health promotion; and
- the counselling of clients on health related matters.

##### A.5.1 Occupational health nurse—level 1

(a) An employee at this level:

- (i) is an RN with at least four years post registration experience; and
- (ii) performs duties in relation to occupational health consistent with:
  - giving direct nursing care to a group of clients;
  - assessing nursing care needs of clients; and
  - participating in provision of education to clients.

##### A.5.2 Occupational health clinical nurse—level 2

(a) An employee at this level:

- (i) is an RN with at least four years post registration experience; and
- (ii) performs duties in connection with occupational health which are more complex than the duties performed by an Occupational health nurse level 1.

Appointment to level 2 of this salary structure is only upon successful completion of a relevant post-registration qualification to this field of employment.



Payment at this level will commence when the employer receives reasonable proof from the employee that the qualification has been obtained. The onus of proof rests with the employee.

- (b) The duties of an employee at this level may include, but are not necessarily confined to:
- the prevention of injury/illness;
  - rehabilitation; and
  - occupational hazard identification.

#### **A.5.3 Senior occupational health clinical nurse**

An employee at this level is an RN with at least five years post registration experience who:

- coordinates the occupational health nursing service; and
- provides support and direction to four or less Occupational health nurses and/or Occupational health clinical nurses.

#### **A.5.4 Occupational health nurse consultant—level 3**

An employee at this level is an RN with at least five years post registration experience who:

- coordinates the Occupational health nursing services; and
- provides support and direction to five or more Occupational nurses and/or Occupational health clinical nurses.

### **A.6 Nurse Practitioner**

**A Nurse practitioner:**

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

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

#### **A.6.1 Role of a licensed Nurse practitioner**

- (a) The nurse practitioner is able to assess and manage the care of clients/residents using nursing knowledge and skills. It is dynamic practice that incorporates application of high level knowledge and skills, beyond that required of a registered nurse /midwife in extended practice across stable, unpredictable and complex situations.
- (b) The nurse practitioner role is grounded in the nursing profession's values, knowledge, theories and practice and provides innovative and flexible health care delivery that complements other health care providers.

#### **A.6.2 Scope of practice**

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

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

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

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

## SCHEDULE 2

Old Classification	New Classification	01/2012		1/01/2013	
Rate %		2.50%	Current	3.00%	Updated
Effective from		9/01/2012	Hourly Rate	7/01/2013	Hourly Rate

**Student Enrolled Nurse**  
 Note: HE do not employ Student  
 Enrolled Nurses;  
 would be ECA until qualified.

Enrolled Nurse	Enrolled Nurse				
1st year of service		\$ 42,024	\$ 21.2672		
2nd year of service		\$ 42,914	\$ 21.7176		
3rd year of service	Pay Point 1	\$ 43,804	\$ 22.1680	\$ 45,118	\$ 22.8330
4th year of service	Pay Point 2	\$ 44,694	\$ 22.6184	\$ 46,035	\$ 23.2971
5th year of service	Pay Point 3	\$ 45,586	\$ 23.0698	\$ 46,954	\$ 23.7621

Enrolled Nurse Level (Medication Endorsed)	Enrolled Nurse (Medication Endorsed)				
1st year of service	Pay Point 1	\$ 46,263	\$ 23.4124	\$ 47,651	\$ 24.1149
2nd year of service	Pay Point 2	\$ 47,155	\$ 23.8639	\$ 48,570	\$ 24.5800

Registered Nurse Level 1	Registered Nurse Level 1 (RN1)				
1st year of service		\$ 46,030	\$ 23.2945		
2nd year of service	Pay Point 1	\$ 48,258	\$ 24.4221	\$ 49,706	\$ 25.1549
3rd year of service	Pay Point 2	\$ 50,484	\$ 25.5486	\$ 51,999	\$ 26.3153
4th year of service	Pay Point 3	\$ 52,711	\$ 26.6756	\$ 54,292	\$ 27.4757
5th year of service	Pay Point 4	\$ 54,935	\$ 27.8011	\$ 56,583	\$ 28.6351
6th year of service	Pay Point 5	\$ 57,163	\$ 28.9286	\$ 58,878	\$ 29.7966
7th year of service	Pay Point 6	\$ 59,388	\$ 30.0547	\$ 61,170	\$ 30.9565
8th year of service & thereafter	Pay Point 7	\$ 61,614	\$ 31.1812	\$ 63,462	\$ 32.1164

Registered Nurse Level 2	Registered Nurse Level 2 (RN2)				
1st year of service	Pay Point 1	\$ 63,840	\$ 32.3077	\$ 65,755	\$ 33.2768
2nd year of service	Pay Point 2	\$ 65,324	\$ 33.0587	\$ 67,284	\$ 34.0506
3rd year of service	Pay Point 3	\$ 66,807	\$ 33.8092	\$ 68,811	\$ 34.8234
4th year of service & thereafter	Pay Point 4	\$ 68,293	\$ 34.5612	\$ 70,342	\$ 35.5982

Old Classification	New Classification	01/2012		1/01/2013	
Rate %		2.50%	Current	3.00%	Updated
Effective from		9/01/2012	Hourly Rate	7/01/2013	Hourly Rate

Registered Nurse Level 3	Registered Nurse Level 3 (RN3)				
1st year of service	Pay Point 1	\$ 71,076	\$ 35.9696	\$ 73,208	\$ 37.0486
2nd year of service	Pay Point 2	\$ 72,744	\$ 36.8138	\$ 74,926	\$ 37.9180
3rd year of service	Pay Point 3	\$ 74,415	\$ 37.6594	\$ 76,647	\$ 38.7890
4th year of service	Pay Point 4	\$ 76,085	\$ 38.5046	\$ 78,368	\$ 39.6599

---

 & thereafter
 

---

**Registered Nurse Level 4 Registered Nurse Level 4 (RN4)**

Grade 3 (91-120 beds)	Grade 3	\$ 84,989	\$ 43.0106	\$ 87,539	\$ 44,301.1
-----------------------	---------	-----------	------------	-----------	-------------

**Registered Nurse Level 5 Registered Nurse Level 5 (RN 5)**

Grade 4 - Bed Capacity 91-120	Grade 4	\$ 105,351	\$ 53.3153	\$ 108,512	\$ 54,9150
----------------------------------	---------	------------	------------	------------	------------

---

## Schedule 2.2 Model flexibility term

(regulation 2.08)

### Model flexibility term

- (1) An employer and employee covered by this enterprise agreement may agree to make an individual flexibility arrangement to vary the effect of terms of the agreement if:
  - (a) the agreement deals with 1 or more of the following matters:
    - (i) arrangements about when work is performed;
    - (ii) overtime rates;
    - (iii) penalty rates;
    - (iv) allowances;
    - (v) leave loading; and
  - (b) the arrangement meets the genuine needs of the employer and employee in relation to 1 or more of the matters mentioned in paragraph (a); and
  - (c) the arrangement is genuinely agreed to by the employer and employee.
- (2) The employer must ensure that the terms of the individual flexibility arrangement:
  - (a) are about permitted matters under section 172 of the *Fair Work Act 2009*; and
  - (b) are not unlawful terms under section 194 of the *Fair Work Act 2009*; and
  - (c) result in the employee being better off overall than the employee would be if no arrangement was made.
- (3) The employer must ensure that the individual flexibility arrangement:
  - (a) is in writing; and
  - (b) includes the name of the employer and employee; and
  - (c) is signed by the employer and employee and if the employee is under 18 years of age, signed by a parent or guardian of the employee; and
  - (d) includes details of:
    - (i) the terms of the enterprise agreement that will be varied by the arrangement; and
    - (ii) how the arrangement will vary the effect of the terms; and
    - (iii) how the employee will be better off overall in relation to the terms and conditions of his or her employment as a result of the arrangement; and
  - (e) states the day on which the arrangement commences.
- (4) The employer must give the employee a copy of the individual flexibility arrangement within 14 days after it is agreed to.
- (5) The employer or employee may terminate the individual flexibility arrangement:
  - (a) by giving no more than 28 days written notice to the other party to the arrangement; or
  - (b) if the employer and employee agree in writing — at any time.