



DECISION

Fair Work Act 2009
s.185—Enterprise agreement

May Shaw Health Centre Inc
(AG2015/368)

MAY SHAW HEALTH CENTRE INC. (NURSES AGREEMENT) 2014

Tasmania

COMMISSIONER LEE

MELBOURNE, 30 MARCH 2015

Application for approval of the May Shaw Health Centre Inc. (Nurses Agreement) 2014.

[1] An application has been made for approval of an enterprise agreement known as the *May Shaw Health Centre Inc. (Nurses Agreement) 2014* (the Agreement). The application was made pursuant to s.185 of the *Fair Work Act 2009* (the Act). It has been made by May Shaw Health Centre Inc. The Agreement is a single enterprise agreement.

[2] 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.

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

[4] The Agreement was approved on 30 March 2015 and, in accordance with s.54, will operate from 6 April 2015. The nominal expiry date of the Agreement is 31 July 2017.


COMMISSIONER

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MAYSHAW HEALTH CENTRE INC.

NURSING STAFF

AGREEMENT 2014

1. TITLE

This Agreement shall be known as the May Shaw Health Centre Inc. (Nurses Agreement) 2014 ('the Agreement').

2. ARRANGEMENT

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3. COMMENCEMENT DATE AND PERIOD OF OPERATION

- (a) This Agreement will be operational on the seventh day after the date specified on the notice of acceptance from the Fair Work Commission with a nominal expiry date of 31 July 2017.

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- (b) The Agreement shall remain in force for 3 years from that date unless terminated or varied by the mutual agreement of the parties or operation of law.
 - (c) The Agreement will continue beyond the nominal expiry date, until replaced, or terminated in accordance with the *Fair Work Act 2009*.
 - (d) Notwithstanding the above, the Employer undertakes to commence payment of the first wage increase due under this Agreement from the first full pay period to commence on or after 1 July 2014.
 - (e) The parties agree that discussions shall commence for a new Agreement no later than six months prior to the expiry date of the Agreement.

4. APPLICATION

This Agreement covers the wages and conditions of nursing staff employed by May Shaw Health Centre Inc. (‘the Employer’)

5. PARTIES COVERED BY THIS AGREEMENT

This Agreement is binding on:-

- (a) the Australian Nursing and Midwifery Federation, Tasmanian Branch;
- (b) Health Services Union, Tasmanian Branch;
- (c) May Shaw Health Centre Inc; and
- (d) all nursing staff employed by the Employer in positions classified in this Agreement.

6. SUPERSESION AND SEVERANCE PROVISIONS

- (a) All existing awards, federal award, transitional federal award, pre-reform federal award, pre-reform certified agreement, a modern award, a preserved state agreement and a notional agreement preserving a state award (NAPSA), which but for this Agreement coming into force would have applied to Employees classified in accordance with this Agreement are replaced entirely by this Agreement.
- (b) It is the intention of those covered by the agreement that the agreement contains only permitted matters under the *Fair Work Act 2009*. It is also the intention of those covered by the agreement that the agreement contains no matters that are unlawful.
- (c) Any term of this agreement that is, in whole, or in part, not a permitted matter is, to the extent it is not a permitted matter, severed from this agreement and of no legal effect.
- (d) Any term of this agreement that is, in whole, or in part, an unlawful term is, to the extent it is an unlawful term, severed from this agreement and of no legal effect.
- (e) To the extent it is possible, all terms in this Agreement should be interpreted in a manner that would make them permitted matters.

7. DEFINITIONS

- (a) Afternoon shift means a shift finishing between 6.00pm and midnight.
- (b) Act means the *Fair Work Act 2009*.
- (c) AHPRA means the Australian Health Practitioner Regulation Agency
- (d) Casual Employee means someone engaged on an irregular, variable or unpredictable basis or on an as and when needed basis.
- (e) Part-time Employee means someone, other than a casual Employee, engaged to work for fewer hours than an equivalent full time Employee.
- (f) Day shift means a shift worked between 6.00am and 6.00pm.
- (g) Day worker means an Employee whose ordinary weekly hours are worked between 7.00am and 7.00pm Monday to Friday.
- (h) Full time Employee means someone engaged to work for the full weekly ordinary hours as prescribed in this Agreement.
- (i) Immediate family member as defined in this Agreement is to be read in conjunction with the Act and the *Relationships Act 2003*.
- (j) Night shift means a shift finishing after midnight and before 8.00am.
- (k) NAPSA means a National Agreement preserving a State Award and has the meaning in the Act.
- (l) NES means National Employment Standards.
- (m) Employer means May Shaw Health Centre Inc., an Accredited Provider under the *Aged Care Act 1997*.
- (n) Part-time Employee means someone, other than a casual Employee, engaged to work for fewer hours than an equivalent full time Employee.
- (o) Relevant rate means the salary for an Employee's classification as specified in Schedule A.
- (p) Relevant hourly rate means the salary for an Employee's classification as specified in Clause 15 (the relevant rate) divided by 52 and then divided by 38.
- (q) Roster means a written roster setting out the names of Employees required to work in accordance with the roster, and the days, times and hours when each rostered Employee is required to work.
- (r) Shift worker means an Employee who is required to work rotating shifts in accordance with a roster.
- (s) Year of service means 1976 ordinary hours worked, and includes paid public holidays, annual leave and personal/carer's leave.

8. CONTRACT OF EMPLOYMENT

- (a) Employment of full time and part-time Employees is to be by the fortnight.
- (b) Employees, other than casual Employees, are entitled to be paid in respect of any week at their relevant rate as specified in this Agreement, including shift and weekend loadings where applicable, if
 - (i) due to the act, default or order of their Employer they do not work for their full number of ordinary hours; and
 - (ii) they are ready, willing and available to work their full number of ordinary hours in that week.
- (c) Except for misconduct justifying summary dismissal, the services of an Employee shall be terminated by notice as prescribed by the Act or by the payment of salary in lieu thereof.
- (d) The notice prescribed under the Act is as follows:

8.1 Notice of Termination by the Employer

- (a) In order to terminate the employment of the Employee, where employed on a full-time or part-time basis, the Employer shall give to the Employee the period of notice specified in the table below:

Period of Continuous Service	Period of Notice
1 year or less	1 week
Over 1 year and up to the completion of 3 years	2 weeks
Over 3 years and up to the completion of 5 years	3 weeks
Over 5 years of completed service	4 weeks

- (b) In addition to this notice, where the Employee is over 45 years of age at the time of the giving of the notice with not less than two years continuous service, they will be entitled to an additional week's notice.
- (c) Payment in lieu of the notice will be made if the appropriate notice period is not required to be worked. Employment may be terminated by the Employee working part of the required period of notice and by the Employer making payment for the remainder of the period of notice.
- (d) In calculating any payment in lieu of notice, the wages the Employee would have received in respect of the ordinary time they would have worked during the period of notice had their employment not been terminated will be used.
- (e) The period of notice in this Clause shall not apply in the case of dismissal for misconduct, or in the case of casual Employees or Employees engaged for a specific period of time or for a specific task or tasks.

Notwithstanding the foregoing provisions, where the Employee has been engaged as a trainee for a specific period of time, shall once the traineeship is completed and provided that the trainee's services are determining entitlements. In the event that an Employee is terminated at the end of their traineeship and is re-engaged by the Employer within

six months of such a termination the period of the traineeship shall be counted as service in determining any future termination.

8.2 Notice of Termination by the Employee

- (a) No Employee shall, without the consent of the Employer, resign without having given fourteen (14) days' notice of intention so to do or forfeiting salary earned during the pay period current at the time of resignation;

PROVIDED THAT in no circumstances shall the Employee forfeit more than seven days' pay at the rates prescribed for his or her classification, as authorised by the Employee.

- (b) Upon the termination of the services of any Employee, the Employer shall furnish the Employee with a written statement, duly signed by or on behalf of the Employer, setting out the period of the employment and the capacity in which the Employee was employed.

8.3 Instant Dismissal

The Employer shall have the right to dismiss the Employee without notice for 'serious misconduct' as defined under the Fair Work Regulations and in such cases the wages shall be paid up to the time of dismissal only.

9. CASUAL EMPLOYEES

- (a) For the purpose of this clause and this agreement, casual employee means someone engaged on an irregular, variable or unpredictable basis or on an as and when needed basis.
- (b) A casual Employee's engagement is by the hour.
- (c) Notwithstanding sub-clause (a) above if required to attend for work a casual Employee must be provided with a minimum of two hours work for each engagement or paid for a minimum of two hours for each engagement.
- (d) Unless a casual Employee otherwise agrees, the Employer shall provide 24 hours notice of the cancellation of the shift. Any casual or part-time Employee who does not receive such notice shall be paid their ordinary hourly rate for the period they would have worked had the shift not been cancelled.
- (e) A nurse who has their shift cancelled with less than 24 hours notice who has incurred child care fees with an Accredited Child Care provider as a result of the short notice loss of shift shall, on presentation of receipts to the Employer, be entitled to full reimbursement for those costs.
- (f) The rate of pay for ordinary hours of work is the relevant hourly rate, plus a casual loading of 25% in lieu of paid annual leave, personal/carer's leave and public holiday entitlements.

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

10. PART-TIME EMPLOYEES

For the purpose of this clause and this agreement, part time Employee means some one other than a casual Employee, engaged to work for fewer hours than an equivalent full time employee

- (a) Part-time Employees are entitled to accrue and be paid annual leave, personal/carer's leave and public holidays at the relevant rate.
- (b) The rate of pay for ordinary hours of work for part-time Employees is the relevant hourly rate.
- (c) For work performed on Saturdays, Sundays and public holidays part-time Employees are to be paid at the rates specified in Clause 24.
- (d) Unless a part-time Employee otherwise agrees, the Employer shall provide 24 hours notice of the cancellation of the shift. Any casual or part-time Employee who does not receive such notice shall be paid their ordinary hourly rate for the period they would have worked had the shift not been cancelled.
- (e) A nurse who has their shift cancelled with less than 24 hours notice who has incurred child care fees with an accredited Child Care provider, as a result of the short notice loss of shift shall, on presentation of receipts to the Employer, be entitled to full reimbursement for those costs.

11. THIRTY-EIGHT HOUR WEEK/NINETEEN DAY MONTH

- (a) The Employer will retain the thirty-eight hour week in the form of one paid day off in every consecutive period of four working weeks (the 'nineteen day month').
- (b) The paid day off accrued under the nineteen day month is to be rostered to fall on a weekday i.e. Monday to Friday, and the Employer

will endeavour to ensure that the accrued day off is rostered to fall either the day before or the day after rostered days off.

- (c) In the calculation of overtime rates, afternoon and night shift allowances, and the additional rates for work performed on Saturdays, Sundays and public holidays the hourly rate shall be calculated at one thirty-eighth of the relevant weekly rate.
- (d) Where on a working day an Employee is absent without pay twenty-four minutes for each such day of absence shall be deducted from payment of the Employee's accrued day off.
- (e) Days of paid absence on public holidays and bereavement leave count toward payment of the accrued day off.
- (f) Where an accrued day off falls on a public holiday a substituted accrued day off shall be granted and taken as soon as possible.

12. HOURS OF WORK - DAY WORKERS

- (a) The ordinary weekly hours of work for full time Employees are thirty-eight.
- (b) The ordinary hours of work specified in sub-clause (a) above are to be worked over five days, Monday to Friday in continuous periods of eight hours per day between 7.00am and 7.00pm.
- (c) Work performed before 7.00am and after 7.00pm is to be paid at overtime rates.

12.1 Make up time

An Employee may elect, with the agreement of the Employer, to work make up time under which the Employee takes off ordinary hours and works those hours at a later time during the spread of ordinary hours.

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

13. HOURS OF WORK - SHIFT WORKER

- (a) Other than as provided for in sub-clauses (b) and (c) below, the ordinary hours of shift workers are an average of 38 hours per week and are not to exceed:
 - (i) 8 in any one day;
 - (ii) 48 in any one week;
 - (iii) 88 in 14 consecutive days (80 for part-time Employees);
 - (iv) 114 in 21 consecutive days; or
 - (v) 152 in 28 consecutive days.

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- (b) Notwithstanding (a) above, by agreement between the Employer and a majority of the Employees the ordinary hours of work for night shift Employees may be extended to ten per day, to be paid at the appropriate shift rate.
 - (c) Subject to this Clause shift workers shall work at such times as required by the Employer.
 - (d) Unless agreed otherwise an Employee shall not be required to start a shift unless there has been a break of at least nine hours since the Employee's previous shift finished.

13.1 Part-Time Shift Workers

Where a part-time Employee works in excess of those stipulated in sub-clause 13(a) above those excess hours are to be paid at double time.

13.2 Daylight Saving

At the changeover of time consequent upon daylight saving in each year:

- (a) Employees shall be paid for actual time worked irrespective of the length of the shift; and
- (b) Employees paid in accordance with (i) are not entitled to payment for the one hour lost.

13.3 Make up Time

An Employee may elect, with the agreement of the Employer, to work make-up time under which the Employee takes off ordinary hours and works those hours at a later time during the spread of ordinary hours.

13.4 Ten Hours Shifts

- (a) An Employee's ordinary hours may be extended to a maximum of ten (10) ordinary hours per day.

PROVIDED THAT, if the working hours arrangement under this sub-Clause meet the shiftwork definition in **Clause 24 - Shiftwork** of the Agreement shall apply.

- (b) In the event that the arrangements contemplated in sub-clause (a) above are discontinued, the Employee/s shall be returned to pre-existing conditions and shall not suffer any loss or prejudice in employment whatsoever.

14. CLASSIFICATIONS

14.1 Definitions

- (a) **Trainee Enrolled Nurse** means an Employee undergoing an approved training course under the provisions of the *Health Practitioners Regulation National Law Act (Tasmania) 2010*.

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- (b) **Enrolled Nurse** means an Employee registered as a Health Practitioner by the Australian Health Practitioners Regulation Agency as an Enrolled Nurse (division 2)
- (c) **Registered Nurse** means an Employee registered as a Health Practitioner by the Australian Health Practitioners Regulation Agency as a Registered Nurse (Division 1)
- (d) **Registered Nurse - Level 1** means a registered nurse who is not otherwise classified within a Level of registered nurse positions.
- (e) **Registered Nurse - Level 2** means a registered nurse who is engaged as such; and:
- (i) has demonstrated competence in basic nursing practice and the ability to provide direct care in more complex nursing care situations; and
 - (ii) has the ability and skills to provide guidance to Level 1 registered nurses; and
 - (iii) is employed within a care unit.
- (f) **Registered Nurse - Community Health/Domiciliary** means a Registered Nurse employed in this setting and who is not otherwise classified.
- (g) **Registered Nurse - Level 3** means a registered nurse who is engaged as such, and may be referred to as Clinical Nurse Consultant, Nurse Manager, or Staff Development Nurse.
- (h) **Registered Nurse - Level 3A** means a registered nurse engaged as such who may be referred to as the evening, night or weekend supervisor, and is accountable for the overall provision of resident care and the management of resources.
- (i) **Registered Nurse - Level 4** means a registered nurse who is engaged as such and may be referred to as assistant director of nursing - care, assistant director of nursing - management, or assistant director of nursing - staff development.
- (j) **An Assistant Director of Nursing - Care** is responsible for the formulation, co-ordination and direction of policies for nursing practice, and is accountable for the standard of nursing care in an assigned number of care units.
- (k) **An Assistant Director of Nursing - Management** is responsible and accountable for management resources in an assigned number of management.
- (l) **An Assistant Director of Nursing - Staff Development** is responsible for the co-ordination, development and evaluation of post-basic education courses approved by the Nursing Board of Tasmania, or staff development programs.
- (m) **Registered Nurse - Level 5** means a registered nurse who is engaged as Director of Nursing and as a member of the executive management team is responsible and accountable for the overall co-ordination of nursing.
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14.2 Registered Nurse Ratio

The minimum number of full time equivalent nurses at Level 2, are to be 25% of the registered nurse full time equivalent positions.

PROVIDED THAT, positions at Level 4 and above shall not be taken into account for the purpose of calculating the ratio.

14.3 Nurse undertaking post graduate training

- (a) A registered nurse or an enrolled nurse, up to and including the classification of registered nurse Level 3, while undertaking post diploma or graduate training, shall be paid at the Employee's existing salary rate and will be entitled to normal incremental progression.
- (b) In recognition for Enrolled Nurses who complete extra education and have received appropriate qualifications, eg medication endorsement a 'Grade 2' Enrolled Nurse level will be introduced with increased salaries to reflect their qualifications as outlined in Schedule A.
- (c) Further if during the life of the agreement, the scope of practice for an Enrolled Nurse changes, Schedule A will be revisited.

14.4 Registered Nurses - Classifications

The reclassification of a Registered Nurse Level 1 to a Level 2 will be determined by the parties within 6 months of the Agreement being signed,

14.5 Accelerated advancement

A Registered Nurse who holds a University qualification which results in their initial registration with the Nursing and Midwifery Board shall commence as a registered Nurse Level 1 Year 3.

15. SALARY INCREASES

The salaries of Employees covered by this Agreement will be increased in accordance with Schedule A.

16. SUPERANNUATION

- (a) The Employer shall contribute to either TASPLAN or HESTA or QUADRANT on behalf of each eligible Employee, such superannuation contributions as required, to comply with the *Superannuation Guarantee (Administration) Act 1992* as amended from time to time.
- (b) For the purpose of this Clause and this Agreement the **nominated fund** means the Health Employees Superannuation Trust Australia or any successor.
- (c) Superannuation contributions for each eligible Employee are to be made to a fund of the Employee's choice as specified in writing by the Employee. The contribution made by the Employer must not be less than in accordance with and as specified in the *Superannuation Guarantee (Administration) Act 1992*.

- (d) In circumstances where eligible Employees do not inform the Employer of their choice of superannuation fund, as provided for in sub-clause (c), the Employer will remit the appropriate contributions for such Employees to the nominated fund.
- (e) Employees may elect to make voluntary contributions to the nominated fund in accordance with the governing rules of that fund.
- (f) Superannuation contributions shall be made as a minimum, on a monthly basis.

17. SALARY PACKAGING AND SALARY SACRIFICE

- (a) Employees' rates of pay specified in Schedule A of this Agreement may be packaged in accordance with the Employer's salary packaging program and in accordance with the relevant legislation, and Employees may elect, in writing, to convert a component of their annual ordinary time salary to packaged benefits.
- (b) In respect of Employees who have elected to enter into a salary packaging arrangement, any overtime and shift loadings must be calculated on the salary level which would have applied if the Employee was not in the salary packaging scheme.
- (c) Non salary-packaged benefits must be paid for any period in respect of which the Employee is paid salary, including but not limited to absence on worker's compensation, annual or other leave with pay, including long service leave.
- (d) If an Employee on a salary packaging arrangement goes on workers compensation the Employee will receive not less than the entitlements which would have applied if the Employee was not in the salary packaging scheme.
- (e) If an Employee who has entered into a salary packaging arrangement ceases employment with the Employer the salary packaging arrangement will cease on the date the employment ceases and:
 - (i) all entitlements due to the Employee on termination will be paid at the Employee's relevant rate;
 - (ii) any outstanding fringe benefits tax or salary packaging benefit held by the Employer, or the Employer's salary packaging agent, on behalf of the Employee, due to the Employee will be paid less any necessary taxation deduction.
- (f) If an Employee has entered into a salary packaging arrangement superannuation payments required under the *Superannuation Guarantee (Administration) Act 1992* must be calculated at the Employee's relevant rate.
- (g) If an Employee has entered into a salary packaging arrangement annual leave loading entitlements must be calculated at the Employee's relevant rate.
- (h) Employees who have entered into a salary packaging agreements will be given the opportunity to review such agreements annually, and to amend or withdraw from such agreements.

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- (i) The Employer will advise each Employee in writing:
 - (i) that an Employee's participation in salary packaging is optional and entirely voluntary;
 - (ii) of the Employee's classification level and relevant rate;
 - (iii) that the Employee is encouraged to consult with a financial adviser before signing a salary packaging agreement;
 - (iv) that the Employee must be provided with a copy of any proposed salary packaging arrangement before deciding whether or not to elect to enter into it.
 - (v) of the right of the Employee to inspect details of the payments and transactions made under the terms of any salary packaging arrangement and where such details are maintained electronically the Employee must be provided with a print-out of the relevant information;
 - (vi) that where at the end of the agreed period the full amount allocated to a specific benefit has not been expended the unused amount will not be carried forward to the next period;
 - (vii) that where changes are proposed to all salary packaging arrangements, or salary packaging arrangements are to be cancelled by the Employer for reasons other than legislative requirements then the Employer must give two months notice.
 - (viii) that in the event the Employer ceases to attract exemption from payment of Fringe Benefits Tax, all salary packaging arrangements will be terminated and Employees' wages will revert to their respective relevant rates as specified in this Agreement.
 - (j) Salary packaging arrangements shall be entered into only in accordance with this Clause.
 - (k) By agreement with the Employer an Employee may sacrifice an amount of salary, which would otherwise be payable in accordance with Clause 17 of this agreement, and have that sacrificed amount contributed to a complying superannuation fund of the Employee's choice.
 - (l) Where applicable the provisions of this Clause shall apply to salary sacrifice arrangements.

18. LONG SERVICE LEAVE

Notwithstanding the provisions of the *Long Service Leave Act 1976*, Section 8 thereof, an Employee who has completed a minimum of 10 years continuous service shall be entitled to long service leave of 13 weeks.

19. ALLOWANCES

19.1 Higher duties and in charge allowance

- (a) An Employee who, for a period of five or more consecutive working days, performs the duties of a position higher than those of the Employee's normal position shall be paid the relevant rate prescribed for the higher position for all time so worked.

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- (b) A Registered Nurse Level 1 or Level 2 who, for more than half a shift, is required to assume charge of a care unit where a Level 3 nurse is normally employed, shall be paid \$(see Schedule B) for each shift worked.

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

19.2 Post graduate qualification allowance

- (a) A Registered, or Enrolled, Nurse who holds post graduate qualifications shall be paid an allowance, in addition to salary, as follows:
- (i) for a Hospital/Graduate certificate (or equivalent) - 4.0% of the relevant hourly rate of pay;
 - (ii) for a post graduate diploma or a degree other than a nursing under graduate degree - 6.5% of the relevant hourly rate of pay;
 - (iii) a masters or a doctorate - 7.5% of the relevant hourly rate of pay;

PROVIDED THAT, an Employee is entitled to payment of only one qualification allowance.

PROVIDED FURTHER, that payment of an allowance under this sub-clause is dependent upon the qualification being relevant to the Employee's current area of practice.

- (b) A post graduate qualification allowance paid in accordance with this sub-clause shall be taken into account in calculating overtime and annual leave payments.

19.3 Preceptor allowance

- (a) A level 1 or level 2 Registered or Enrolled Nurse who acts as a preceptor will receive a payment of \$(see Schedule B) per hour whilst acting in this role subject to the following:
- (i) The preceptor program must be approved by the Director of Nursing;
 - (ii) The Employee must have completed a course approved by the Employer as being applicable to this role.
- (b) Where the Employer requires an Employee to act as a preceptor the Employer will pay all course fees and provide time off on full pay to attend the preceptorship course.

19.4 Meal allowance when required to work away from usual workplace

Where Employees are required to travel away from their usual worksite and are more than sixteen kilometres away from that worksite at their usual meal time they are to be paid a meal allowance for any meal purchased as follows:

- (a) breakfast - \$(see Schedule B);
- (b) lunch or midday meal - \$(see Schedule B);

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- (c) dinner or evening meal – \$(see Schedule B).

19.5 Driving licence allowance

An Employee directed by the Employer to drive vehicles requiring a public vehicle driving licence are to be reimbursed the cost of the public vehicle driving licence.

19.6 Allowances not to be taken into account

- (a) Allowances specified in this Agreement, other than higher duties allowance and certificate and/or diploma allowance, shall not be taken into account in calculating overtime and shift loadings specified in this Agreement.
- (b) Sub-clause (a) above notwithstanding, the casual loading payable to casual Employees is to be taken into account before calculating rates payable for weekend and public holiday shifts, but shall not be taken into account when calculating overtime payments.

19.7 Rural and Remote Allowance

Nurses employed at the facility shall be entitled to an additional 4% salary allowance because of the location of May Shaw Health Centre. This allowance is payable on all hours including personal/carer's leave, annual leave, long service leave and bereavement leave.

20. PAYMENT OF WAGES

For the purpose of this Clause wages means the relevant rate for ordinary working hours worked to which an Employee is entitled and includes any other payment to which an Employee is entitled under the provisions of this Agreement including allowances, loadings and overtime.

20.1 Time and interval of payment

- (a) Wages are to be paid fortnightly during working hours and not later than Thursday.
- (b) When a pay day falls on a public holiday wages shall be paid on the last working day before the public holiday.
- (c) The pay day shall not be varied, except after consultation with Employees and an agreed phasing-in period.

20.2 Method of payment of wages

- (a) Payment of wages shall be by direct bank deposit or some other method determined by the Employer

PROVIDED THAT Employees shall nominate into which bank or financial institution their wages are to be paid.

- (b) The method of payment shall not be varied, except after consultation with Employees and an agreed phasing-in period.

20.3 Statement of wages

On or before pay day the Employer is to provide to Employees full written details of the wages (base salary, shift penalties, allowances etc) being paid in that pay period. In addition all accrued entitlements (annual leave, sick leave and long service leave) will be recorded on the wage statement.

PROVIDED THAT, the Employer is only obliged to provide the information, on or before pay day, if the Employee submits their completed time sheets by the required time.

20.4 Deduction of moneys

- (a) Where authorised by an Employee in writing, the Employer is to make deductions from the Employee's wages in respect of medical benefits, union subscriptions, and deductions in respect of superannuation and salary packaging.
- (b) Where on termination of employment an Employee owes money to the Employer, including the cost of unreturned uniforms and other property of the Employer, the Employer is entitled to deduct such owed money from the Employee's final pay as authorised by the Employee.
- (c) For the purpose of clarity owed money is taken to include unrecovered overpaid wages.

20.5 Late payment of wages

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

PROVIDED THAT, in no circumstances will the aggregate of ordinary time wages, and overtime penalty for waiting time on any day exceed 2.5 times the ordinary rate of salary.

20.6 Agreed alternative arrangements - no waiting time payment to apply

The provisions for payment of waiting time of 20.5(a) and 20.5(b) above shall have no effect in circumstances whereby payment cannot be effected on pay day but the Employer and Employee agree to an alternative arrangement for payment to be made.

PROVIDED THAT if the Employer fails to make payment of the Employee's wages in accordance with an alternative arrangement provided for under this sub-clause, the Employee shall be deemed to have been kept waiting for payment since the usual pay day and shall be entitled to payment of waiting time in accordance with the provisions of sub-clause 20.5 above until such time as the Employee's wages are paid.

20.7 Payment of wages on termination

- (a) Where employment is terminated summarily or on giving the prescribed notice all wages owing shall, where practicable, be paid on the day of termination.
- (b) If payment at the time of termination is not practicable the Employer shall, on the next working day of the pay office arrange for all of the Employee's outstanding pay and entitlements to be paid into the Employee's nominated bank or other financial institution account.
- (c) Except in circumstances beyond the Employer's control if the money is not posted within that time, or is not available at the nominated location, then any time spent waiting after the date of termination shall be paid for at ordinary rates up to a maximum of 7.6 hours per day for each day that they are deemed to be kept waiting and shall continue until such time as payment is effected.

21. MEAL BREAKS

21.1 Meal times – day workers

The minimum time allowed for meals shall be half an hour.

21.2 Work during meal break

- (a) Subject to existing custom and practice day workers who are directed to work during their usual meal break shall, for all work performed during such period and until a meal break is allowed, be paid at the rate of time and one half of their relevant rate.
- (b) By arrangement with the relevant Employees an unpaid meal break of not less than half an hour and not more than one hour shall be allowed on each day for Employees who have worked in excess of four hours.
- (c) Where Employees are interrupted during their meal break by a call to duty, such meal break shall be counted as time worked and the Employees shall be allowed a meal break as soon as practicable during the remainder of their ordinary working hours.
- (d) Unless agreed otherwise between the Employer and Employee[s], Employee[s] who are not relieved shall be paid at the rate of time and a half of the relevant hourly rate for the period of the meal break and until relieved.

21.3 Meal break when required to work overtime

Unless the period of overtime is one and a half hours or less, an Employee before starting overtime shall be allowed a meal break of 20 minutes which shall be paid for at the relevant hourly rate.

PROVIDED THAT an Employer and an Employee may agree to any variation of this provision to meet the circumstances of the work in hand

PROVIDED THAT, no Employee shall be required to work more than five hours without a break for a meal.

21.4 Meal to be provided/allowance paid

An Employee will be supplied with an adequate meal where an Employer has adequate cooking and dining facilities or be paid a meal allowance of \$(see Schedule B)in addition to any overtime payment as follows:

- (a) when required to work after the usual finishing hour of work beyond one hour or, in the case of shiftworkers, when the overtime work on any shift exceeds one hour.
- (b) provided that where such overtime work exceeds four hours a further meal allowance of \$(see Schedule B) will be paid.
- (c) Clause (a) will not apply when an Employee could reasonably return home for a meal within the meal break

21.5 Charges for meal provided by Employer

The maximum amount that shall be charged or deducted where Employees receive a meal from their Employer shall be:

- (a) lunch or evening meal:
 - (i) two or three course \$(see Schedule B)
 - (ii) single hot or cold main course \$(see Schedule B)
 - (iii) other course (i.e. soup, sweet) \$(see Schedule B)
- (b) all breakfasts \$(see Schedule B)

PROVIDED THAT where a meal is provided as above, no extra charge applies for beverages (i.e. tea or coffee), toast, bread, butter or condiments.

PROVIDED FURTHER that the charges specified in sub-clauses (a) & (b) will increase as per Schedule B.

22. OVERTIME

22.1 Requirement to work reasonable overtime

- (a) Subject to (b) below an Employer may require an Employee to work reasonable overtime at the overtime rates specified in this Agreement.
 - (b) An Employee may refuse to work overtime if it would result in the Employee working hours which are unreasonable having regard to:
 - (i) any risk to the Employee's health and safety;
 - (ii) the Employee's personal circumstances including family responsibilities;
 - (iii) the needs of the Employer.
 - (iv) the notice (if any) given by the Employer of the requirement to work overtime and by the Employee of his or her intention to refuse it; and
 - (v) any other relevant matter.
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- (c) Overtime is not to be worked without the prior approval of the Employer.

22.2 Payment for working overtime – Day Workers

For all time worked in excess of ordinary hours of work, payment, except for shift workers is to be made as follows:

- (a) Monday to Saturday inclusive – time and a half for the first two hours and double time thereafter;
- (b) Sunday – double time;
- (c) Public holidays – double time and one half.

PROVIDED THAT an Employee who is regularly required to work on public holidays may by agreement with the Employer, in addition to any paid time off in lieu granted by the Employer, be paid at the rate of time and one half of the relevant rate for the first eight hours worked during the Employee's spread of hours, and thereafter at the overtime rates specified above.

PROVIDED FURTHER, that payment for overtime must not in the aggregate exceed the equivalent of double time and a half of an Employee's relevant rate.

22.3 Part-time Employees - work performed outside spread of hours

Part-time day workers who work outside the specified spread of hours are to be paid as follows:

- (a) Monday to Saturday inclusive – time and one half for the first two hours, double time thereafter;
- (b) Sunday – double time;
- (c) Public holidays – double time and a half.

22.4 Director of Nursing

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

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

22.5 Calculation of overtime to be based on Agreement rates

For Employees receiving a casual loading in lieu of personal/carers leave, annual leave and public holidays, payment for overtime is to be calculated by reference to the relevant hourly rate.

22.6 Time off in lieu of payment for overtime

- (a) By agreement between the Employer and an Employee, time off in lieu of overtime may be taken at the equivalent overtime rate specified in sub-clause 22.2 above.

PROVIDED THAT, that such an agreement may be discontinued, at the request of either the Employer or the Employee.

- (b) Where time off in lieu of overtime has not been taken within four weeks of its accrual the Employer shall, if so requested by an Employee, pay the Employee the overtime rates that would have applied if the Employee had not elected to take time off in lieu of that overtime.

23. ON-CALL ARRANGEMENTS

23.1 Call back

- (a) An Employee recalled to work overtime after finishing the normal day's work, whether notified before or after leaving the workplace, is to be paid overtime, at the relevant rate, as follows:
 - (i) for the first recall a minimum payment of four hours; and
 - (ii) for any subsequent recall a minimum payment of three hours.
- (b) Time reasonably spent in getting to and from work is to be regarded as time worked.
- (c) Employees recalled to work within two hours of their normal starting time shall be paid at overtime rates with a minimum payment of two hours at double time.

23.2 Close call

- (a) For the purposes of this Clause, **close call** means an Employee being required to be on call for duty and not allowed to leave the workplace.
- (b) An Employee may be required by the Employer to remain on close call.
- (c) An Employee required to remain on close call shall:
 - (i) if not required to commence work be paid a minimum payment equivalent to six hours at the Employee's relevant rate; or
 - (ii) if required to commence work be paid at the relevant overtime rate,

PROVIDED THAT such payment shall not be less than the minimum payment specified in sub-clause (i) above.

23.3 Remote call

- (a) For the purpose of this Clause, **remote call** means an Employee rostered to be available for call but allowed to leave the workplace
- (b) An Employee rostered to remain on remote call is to be paid \$(see Schedule B) weekdays and \$(see Schedule B) weekends for each hour that the Employee is required to be so available.
- (c) If an Employee rostered to be on remote call is recalled to work payment is to be as specified in sub-clause 23.1 above, in addition to the allowance specified in sub-clause (b) above.

24. SHIFT WORKERS

24.1 Afternoon and night shift allowances

- (a) Shift workers are to be paid the following loading on their relevant hourly rate for working afternoon or night shifts:
 - (i) afternoon shift - 15%
 - (ii) night shift - 25%
- (b) A shift worker who:
 - (i) during a period of engagement on shift, works night shift only; or
 - (ii) works on night shift for a period in excess of four consecutive weeks; or
 - (iii) works on a night shift which does not rotate or alternate with another shift or with day work so as to give the Employee at least one third of working time off night shift in each shift cycle;
 - (iv) shall for such engagement, period or cycle be paid 30% more than the Employee's relevant rate for all time worked during ordinary working hours.

PROVIDED THAT notwithstanding the provisions of this subclause, where a shift worker by mutual arrangement with the employer works permanently on night shift, and where but for such arrangement a rotating or alternating roster would need to be worked, such employee shall be paid the night shift penalty prescribed in subclause (a) for each permanent night shift worked.

24.2 Saturday shifts

A shift worker who works on a rostered shift, the major portion of which falls on a Saturday, shall be paid at the rate of time and one half of the Employee's relevant hourly rate, which shall be in substitution for the shift allowance specified in 24.1 (a) above.

PROVIDED THAT this sub-clause shall not prejudice any right of an Employee to obtain a higher rate in respect of that work by virtue of any other provision contained in this Agreement.

24.3 Sunday and holiday shifts

- (a) Shift workers who work on a rostered shift, the major portion of which falls on a Sunday or a Public holiday, shall be paid the following loadings:
 - (i) Sundays - at the rate of double time of the relevant hourly rate;
 - (ii) Public holidays - at the rate of double time of the relevant hourly rate.

PROVIDED THAT, these loadings shall be in substitution for, and not cumulative upon, the shift allowance set out in sub-clause 24.1 above.

- (b) The time worked by an Employee on a shift commencing before midnight on a day preceding a Sunday or holiday and extending into

such Sunday or holiday the time worked before midnight shall be regarded as time worked on such Sunday or holiday.

- (c) Where a shift falls partly on a holiday, the shift the major portion of which falls on a holiday, shall be regarded as the holiday shift.
- (d) Where a shift worker is required to work on a public holiday and is granted a substitute day the loading specified in sub-clause (b) above shall not apply.

24.4 Broken or split shifts

Broken shifts may be worked by agreement between the Employer and the Employee(s) concerned.

PROVIDED THAT work performed outside the spread of ordinary working hours on a broken shift is to be paid at the relevant overtime rate.

24.5 Part-time shift workers - work outside rostered shifts

- (a) The provisions of this Clause apply to part-time shift workers.

PROVIDED THAT if an Employee by choice or agreement with the Employer works outside rostered shifts such work shall not attract overtime rates.

PROVIDED FURTHER that any time worked in excess of eight hours per day, shall be paid at double time.

- (b) Where an Employee is directed to work shifts other than in accordance with this Clause the Employee shall be entitled to the payments specified by this Clause.

24.6 Rosters

There is to be a shift roster which must:

- (a) make provision for rotation unless all of the Employees concerned desire otherwise; and
- (b) not roster any Employee to work for more than eight shifts in any nine consecutive days; and
- (c) stipulate a twenty-eight day roster period which is to include an accrued day off in addition to eight rostered days off; and
- (d) make provision for a minimum of two consecutive days off each week except where alternative arrangements are made by agreement between the Employer and the Employee(s) concerned; and
- (e) not be changed without a minimum of four weeks notice.

PROVIDED THAT by agreement between the Employer and the Employee(s) concerned changes to rosters may occur without the four weeks notice specified in sub-clause (iii) above.

PROVIDED FURTHER, that an Employee's place on a roster shall not be changed except with a week's notice of such a change, or payment of the relevant overtime rate.

24.7 Change of Shifts at Short Notice

- (a) An Employee's shift starting and finish times, and length of shift may be changed at short notice by mutual agreement between an Employee and the Employer. Where agreement is reached in accordance with this sub-Clause, sub-clause 24.6 of the agreement shall not apply.
- (b) Mutual Agreement would include Employee/s being advised that they can refuse if they wish and they may consult their representative if they wish to.
- (c) In giving the minimum notice of shift changes the Employer will take into account an Employee's family responsibilities.

24.8 Relief staff

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

24.9 Meal break

- (a) All shift work Employees will be entitled to a paid meal break of 30 minutes.
- (b) However it is the intention of all the parties that Employees shall be able to take a break from the work environment during the shift. It is understood that the Employee shall not be able to leave the premises during that meal break time.
- (c) The paid meal break is to be taken between the beginning of the fourth hour and the end of the sixth hour of the shift.

PROVIDED THAT a day shift worker's meal break is to be taken between 12.00 midday to 2.00 p.m.

PROVIDED THAT, notwithstanding this Clause agreement may be reached between the Employer and the Employee(s) for different arrangements to allow for special circumstances.

24.10 Overtime

Payment for Overtime

- (a) For work performed by shift workers outside the ordinary hours of their shifts, the relevant overtime rate is to be paid,

PROVIDED a minimum of eight ordinary hours has been worked on that day.

PROVIDED THAT this payment shall not apply in circumstances where arrangements approved by the Employer have been made between the Employees themselves, or due to rotation of shifts.

- (b) In circumstances where the Employer is given less than four hours notice that an Employee rostered to relieve an afternoon or night shift worker will not attend to do so at the designated time, the unrelieved worker is to be paid at the rate of time and one half for the additional time worked until four hours has elapsed from the time notice was given to the Employer.

PROVIDED THAT for all time worked in excess of that four hour period the unrelieved shift worker is to be paid at the rate of double time.

PROVIDED FURTHER that in all other circumstances an unrelieved shift worker is to be paid at the rate of double time until relieved.

24.11 Rest period after overtime

- (a) Where Employees are required to work overtime it shall, wherever reasonably practicable, be so arranged that Employees have at least eight consecutive hours off duty between the work of successive days.
- (b) Employees, other than casual Employees, who work so much overtime between the termination of their ordinary hours on one day and the commencement of their ordinary hours on the next that they have not had at least eight consecutive hours off duty between those finishing and starting times, shall not be required after the completion of the overtime to resume the next day's ordinary hours until they have had eight consecutive hours off duty, without loss of pay for any ordinary hours working time occurring during such time off duty.
- (c) If at the direction of the Employer an Employee resumes or continues work without having had eight consecutive hours off duty as specified in sub-clause (b) above, the Employee shall be paid at double time until released from duty and shall then be entitled to eight consecutive hours off duty without loss of pay for any ordinary hours working time occurring during such time off duty.

24.12 Calculation of overtime

A casual Employee who works overtime is to be paid at double the relevant hourly rate for any overtime so worked.

25. ANNUAL LEAVE

25.1 Period of leave day workers

Full time Employees working a thirty-eight hour week are entitled to 152 hours annual leave after twelve months continuous service, less the period of annual leave, to be taken in a period of twenty-eight consecutive days, except where otherwise permitted under this Agreement.

An Employee's entitlement to paid annual leave accrues progressively during a year of service according to the Employee's ordinary hours of work, and accumulates from year to year.

25.2 Period of leave shift workers

Shift workers who work at least twenty Saturdays and/or Sundays in any one leave year shall be allowed, in addition to the 152 hours prescribed in sub-clause 25.1 above, an extra thirty-eight hours annual leave, to be taken in a period of seven consecutive days including non-working days.

PROVIDED THAT if an Employee with twelve months' continuous service is engaged for part of that period as a shift worker, the Employee's entitlement to annual leave, in addition to the 152 hours prescribed in sub-clause 25.1 above, is to be increased by 3.8 hours for each month the Employee has been continuously engaged as a shift worker.

25.3 Registered Nurses Level 3 and Above

(a) Nurses who are classified as Level 3 and above shall receive five (5) weeks annual leave in cases where such staff in the normal course of their duties, perform management duties outside of their normal working hours.

(b) Annual leave taken shall be exclusive of public holidays.

PROVIDED THAT a shift worker, including a part-time shift worker, shall have added to the entitlement to annual leave one additional day for each public holiday, irrespective of whether or not the public holiday falls on a day which, for that Employee, would have been a rostered day off.

(c) Notwithstanding sub-clause (b) above, a part-time shift worker whose place on a roster does not rotate shall have added to the entitlement to annual leave only an additional day for each public holiday that falls on a day the Employee is rostered to work.

25.4 Annual leave may be taken in more than one period

Annual leave is to be granted and taken in one consecutive period, or any combination of periods agreed between the Employer and Employee.

25.5 Payment in lieu of annual leave prohibited

Except for accrued and pro rata annual leave entitlements paid to an Employee on termination of employment, payment must not be made, or accepted, in lieu of annual leave.

PROVIDED THAT annual leave entitlements may be cashed out subject to the following conditions:

(a) paid annual leave must not be cashed out if the cashing out would result in the employee's remaining accrued entitlement to paid annual leave being less than 4 weeks;

(b) each cashing out of a particular amount of paid annual leave must be by a separate agreement in writing between the employer and employee;

(c) the employer has agreed to the employee cashing out the annual leave;

(d) leave shall not be cashed out in advance of it being accrued;

(e) the employee must be paid at least the full amount that would have been payable to the employee had the employee taken the leave that the employee has forgone; and

(f) for day workers, payment for cashed out annual leave will be at the base rate of pay. The 17.5% leave loading provided for at clause 5.1.7(b) will be paid at the time of cashing leave.

25.6 Payment for period of leave

(a) Before going on annual leave Employees are to be paid the amount of wages they would have received in respect of the ordinary hours of work which they would have worked if not for taking leave, unless otherwise specified by the Employee.

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- (b) Payment for annual leave is to be made not later than 12 noon on the last day of work prior to the Employee going on leave or the employee may elect to be paid normally on each pay period falling during their period of leave.

25.7 Proportionate leave on termination of employment

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

25.8 Annual leave loading

For any period of annual leave an Employee is to be paid a loading, calculated as follows:

- (a) day worker
an Employee who, if not taking annual leave would otherwise have worked on day work only, a loading of 17.5% of the Employee's relevant rate, that rate to include any higher duty allowance or other all-purpose payment to which the Employee is entitled;
- (b) shift worker
an Employee who, if not taking annual leave would otherwise have worked on shift work only, a loading of 17.5% of the Employee's relevant rate, that rate to include any higher duty allowance or other all purpose payment to which the Employee is entitled.

PROVIDED THAT an Employee who would have received shift payments as specified in sub-clause (b) had the Employee not been on annual leave during the relevant period, and such payments would have been greater than a loading of 17.5% of the relevant rate, then the Employee's annual leave loading is to be calculated as an amount equivalent to the shift payments the Employee would have received in accordance with the Employee's projected shift roster.

25.9 Annual leave exclusive of certified personal leave

If the period during which an Employee takes paid annual leave includes a period of any other leave (other than unpaid parental leave) under this Agreement, or a period of community service leave the Employee is taken not to be on paid annual leave for the period of that other leave or absence.

26. PERSONAL/CARER'S LEAVE

The paid leave provisions of this Clause apply to full-time and part-time Employees.

26.1 Purpose of personal/carer's leave

Employees other than casual Employees are entitled to paid personal leave for absences from work due to:

- (a) personal illness or injury (personal leave); or
- (b) the need to provide care or support to a member of the employee's immediate family, or a member of the employee's household who requires care or support because of:

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- (i) a personal illness, or personal injury, affecting the member; or
 - (ii) an unexpected emergency affecting the member (carer's leave).

26.2 Amount of personal/carers leave - full time Employees

- (a) A full time Employee is entitled to twenty days (152 hours referenced to a thirty-eight hour week) of personal leave. An employee's entitlement to personal leave accrues progressively during a year of service according to the employee's ordinary hours of work, except that in the first year of employment the entitlement to personal leave is 32 hours, plus 10 hours for each completed month of employment.
- (b) Untaken personal leave accumulates from year to year without limitation.

26.3 Carer's and bereavement leave - immediate family or household

- (a) An Employee is entitled to take paid carer's leave and paid bereavement leave in respect of a member of the Employee's immediate family or a member of the Employee's household.

26.4 Personal leave

An Employee who is absent from work because of personal illness or injury, is entitled to paid personal leave at the Employee's relevant rate exclusive of shift or weekend loadings or overtime subject to the following:

- (a) Employees are not entitled to paid personal leave for any period of absence in respect of which they are entitled to workers' compensation;
- (b) Employees must as soon as practicable prior to going on personal leave inform the Employer of their inability to attend for duty, and as far as is reasonable advise the estimated duration of the absence;
- (c) Employees who have given their Employer notice of the taking of personal leave must, if required by the Employer, give the Employer evidence that would satisfy a reasonable person that the leave is taken because of personal illness or injury;
- (d) Employees shall be allowed five single days of personal leave per fiscal year without certification or statutory declaration and those days may be taken at any time including either side of days off or ADOs;
- (e) Statutory Declarations may be used in lieu of medical certificates for access to certified personal leave.

26.5 Part-time Employees

Part-time Employees are entitled to personal leave on the same basis as full-time Employees except that they are not entitled, other than as provided for under sub-clause (d) above, to paid personal leave in any one year in excess of:

- (a) for Employees whose ordinary hours of work are twenty or more but fewer than thirty per week - 114 hours per year;
- (b) for Employees whose ordinary hours of work are thirty or more - 152 hours per year.

PROVIDED THAT in determining the amount of leave to which Employees are entitled at any time, other than leave which has been

accumulated, the average hours worked per week in the preceding three months shall be used, except that where Employees have less than three months' service, the ordinary hours per week for which they were engaged shall be used.

PROVIDED FURTHER, that in determining the amount of leave to be accumulated for the purposes of sub-clause 26.2(b) above the entitlement shall be based on the average number of hours worked in the year less the amount of sick leave taken.

26.6 Compassionate leave

- (a) An Employee is entitled to three days of paid compassionate leave for each occasion (a permissible occasion) when a member of the Employee's immediate family, or a member of the Employee's household:
 - (i) contracts or develops a personal illness that poses a serious threat to his or her life; or
 - (ii) sustains a personal injury that poses a serious threat to his or her life; or
 - (iii) dies.
- (b) An Employee may take compassionate leave for a particular permissible occasion if the leave is taken to spend time with the member of the Employee's immediate family or household who has contracted or developed the personal illness, or sustained the personal injury, referred to in (c) above.
- (c) An Employee may take compassionate leave for a particular permissible occasion as:
 - (i) a single continuous three day period; or
 - (ii) three separate periods of one day each; or
 - (iii) any separate periods to which the employee and his or her Employer agree.
- (d) The Employee may take compassionate leave for a permissible occasion at any time while the illness or injury persists.
- (e) If an Employee takes a period of compassionate leave, the Employer must pay the Employee at the Employee's base rate of pay for the Employee's ordinary hours of work in the period.
- (f) An Employee must give the Employer notice of the taking of compassionate leave as soon as practicable, and must advise the Employer of the period, or expected period, of the leave.
- (g) An Employee who has given the Employer notice of the taking of bereavement leave must, if required by the Employer, give the Employer evidence that would satisfy a reasonable person that a member of the Employee's immediate family or household has died.
- (h) An Employee who has given the Employer notice of the taking of compassionate leave must, if required by the Employer, give the Employer evidence that would satisfy a reasonable person that the leave

is taken for a permissible occasion in circumstances specified in (a) above.

26.7 Carer's leave entitlement

- (a) Employees are entitled to use any of their accrued personal leave as carer's leave to cover absences in circumstances where a member of the Employee's immediate family or a member of the Employee's household requires care or support.

26.8 Proof of absence

Employees who have given the Employer notice of the taking of paid carer's leave must, if required by the Employer, give the Employer evidence that would satisfy a reasonable person that an immediate family member or a member of the Employee's household requires care or support because of a personal illness, a personal injury or an unexpected emergency affecting the member.

26.9 Notifying the Employer of absence on carer's leave

Wherever practicable Employees are to give the Employer prior notice of the need for them to take carer's leave, the reasons for taking carer's leave, and the estimated period of absence on carer's leave, but where this is not practicable Employees must inform the Employer as soon as practicable.

26.10 Unpaid carer's leave

- (a) An Employee, including a casual Employee, is entitled to 2 days of unpaid carer's leave, or any separate periods to which the Employee and the Employer agree, for each occasion (a 'permissible occasion') when a member of the Employee's immediate family, or a member of the Employee's household, requires care or support because of:
 - (i) a personal illness, or personal injury, affecting the member; or
 - (ii) an unexpected emergency affecting the member.
 - (b) An Employee may take unpaid carer's leave for a particular permissible occasion if the leave is taken to provide care or support to a member of the Employee's immediate family, or a member of the Employee's household, for a reason listed in (a) above.
 - (c) An Employee may take unpaid carer's leave for a particular permissible occasion as:
 - (i) a single continuous period of up to 2 days; or
 - (ii) any separate periods to which the Employee and the Employer agree.
 - (d) An Employee cannot take unpaid carer's leave during a particular period if the Employee could instead take paid personal/carer's leave.
 - (e) An Employee must give the Employer notice of the taking of unpaid carer's leave as soon as practicable, and must advise the Employer of the expected period of the leave.
 - (f) An Employee who has given the Employer notice of the taking of unpaid carer's leave must, if required by the Employer, give the Employer evidence that would satisfy a reasonable person that the leave is taken for a permissible occasion in circumstances specified in (a) above.
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27. PARENTAL LEAVE

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

- (a) Subject to the terms of this clause Employees are entitled to maternity, paternity and adoption leave and to work part-time in connection with the birth or adoption of a child.
- (b) The provisions of this clause apply to full-time, part-time and eligible casual Employees, but do not apply to other casual Employees.

27.1 Casual Employees

- (a) For the purposes of this clause:
 - (i) **eligible casual Employee** means a casual Employee employed by the Employer on a regular and systematic basis for several periods of employment, or on a regular and systematic basis on an ongoing basis during a period of at least twelve months and who has, but for the pregnancy or the decision to adopt, a reasonable expectation of continuing employment;
 - (ii) **continuous service** in relation to casual Employees means work performed for an Employer on a regular and systematic basis, including any period of authorised leave or absence.
- (b) The Employer must not fail to re-engage a casual Employee because:
 - (i) the Employee or Employee's spouse is pregnant; or
 - (ii) the Employee is absent, or has just been absent, on parental leave.

PROVIDED THAT the rights of an Employer in relation to engagement and re-engagement of casual Employees are not affected, other than in accordance with this clause.

27.2 Basic entitlement to parental leave

- (a) After forty (40) weeks continuous service, Employees are entitled to a combined total of 52 weeks unpaid parental leave on a shared basis in relation to the birth or adoption of a child.
- (b) Notwithstanding the foregoing:
 - (i) an eligible female Employee is entitled to be paid fourteen (14) weeks maternity leave at the relevant rate;
 - (ii) an eligible Employee who is identified as the primary care giver is entitled to be paid fourteen (14) weeks adoption leave at the relevant rate; and
 - (iii) an eligible Employee who is not the primary care giver of the child is entitled to two weeks paid paternity/adoption leave at the relevant rate.

PROVIDED THAT either Employee may elect to take their leave at half pay until full entitlement has been awarded.

28. PUBLIC HOLIDAYS

28.1 Entitlement to paid public holidays

- (a) Subject to the provisions of this Agreement Employees, other than casual Employees are entitled to paid public holidays for Christmas Day, Boxing Day, New Year's Day, Australia Day, Hobart Regatta Day half day Hobart Cup Day, Eight Hours Day, Good Friday, Easter Monday, Anzac Day, Queen's Birthday, Show Day or such other day(s) which may be observed in the locality in lieu of any of these public holidays or made additional to any of the aforementioned holidays.
- (b) Payment for public holidays taken and not worked is to be at the rate of pay to which the Employee would have been entitled if at normal work on that day.
- (c) In circumstances where an Employee is required to work on a public holiday which applies at the Employee's usual workplace, but the Employee is working away from the usual workplace and at a location where that public holiday does not apply, an additional day is to be added to the Employee's annual leave entitlement, or the Employee may elect to take another working day in lieu of that public holiday.

29. TRAVELLING AND EXCESS FARES

29.1 Travel

- (a) Employees required to travel in the course of their duties are to be reimbursed for all valid travelling expenses incurred and all reasonable out-of-pocket expenses.
- (b) If Employees are required to use their own motor vehicles in connection with the business of the Employer, are to be reimbursed on a per kilometre travelled basis in accordance with the Australian Tax Office rates.

29.2 Excess fares

- (a) Employees required to attend for work at a location other than their usual workplace are to be reimbursed any additional fares they may incur.
- (b) An Employee required to work overtime at a time when public transport is not available is to be reimbursed reasonable costs of travel from work to home.

PROVIDED THAT sub-clause (b) does not apply to Employees who drive their own vehicles to and from work.

29.3 Travel Allowance

Where an Employee is required to remain away overnight they will be paid a daily accommodation allowance of:

- (a) Accommodation \$(see Schedule B)
- (b) Incidentals \$(see Schedule B)

The allowances specified in this clause are only payable where the travel and accommodation arrangements have been approved by the Employer prior to the travel occurring.

30. UNIFORMS

30.1 Uniforms to be provided

- (a) Sufficient, suitable and serviceable uniforms are to be provided, free of cost, to all Employees who are required by the Employer to wear uniforms. Employees will have a choice of uniform items and these will be replaced on a fair wear and tear basis.
- (b) Uniforms remain the property of the Employer and will be returned when an Employee's employment ends.
- (c) The Employer shall provide to nurse Employees who work greater than .5 FTE, two (2) tops and two (2) skirts/trousers, as a minimum, each year.
- (d) The Employer shall provide to nurse Employees who work less than .5 FTE, one (1) top and one (1) skirt/trouser, as a minimum, each year.

31. NOTICE BOARD

A notice board of reasonable dimensions to be made available in the staff room for the purposes of displaying union notices.

32. PROFESSIONAL DEVELOPMENT

- (a) Subject to prior negotiation, all full time nurses will be entitled to ten (10) days professional development/conference leave per year to be negotiated with the Chief Executive Officer
- (b) Part time Employees shall be entitled to pro-rata of the above.
- (c) The Employer will pay any course registration fees for continuing professional development activities and/or relevant conference attendance fees plus any other expenses relating to the attendance of a course or conference such as but not limited to travel, accommodation, meals etc provided the activity is relevant to the Employee's duties.
- (d) Where the Employer pays for an Employee to attend a course and/or conference then the Employee has a duty to disseminate the knowledge gained to other Employees within the workplace. This may be done through in service education sessions in the workplace or by producing a short paper outlining the knowledge gained.

33. CONSULTATION REGARDING CHANGE

33.1 Application of Clause and Definitions

- (a) This clause applies if the Employer:
 - (i) proposes to introduce a major change to production, program, organisation, structure or technology in relation to its enterprise that is likely to have a significant effect on the Employees; or
 - proposes to introduce a change to the regular roster or ordinary hours of work of Employees.

-
- (b) In this clause, a major change is 'likely to have a significant effect on Employees' if it results in:
- (i) the termination of the employment of Employees; or
 - (ii) major change to the composition, operation or size of the Employer's workforce or to the skills required of Employees; or
 - (iii) the elimination or diminution of job opportunities (including opportunities for promotion or tenure); or
 - (iv) the alteration of hours of work; or
 - (v) the need to retrain Employees; or
 - (vi) the need to relocate Employees to another workplace; or
 - (vii) the restructuring of jobs.

(c) In this subclause, 'relevant Employees' means the Employees who may be affected by a change referred to in (a) above.

33.2 Major change

For a major change referred to in subclause 33.1(a):

- a) the Employer must notify the relevant Employees of the proposed change;
- b) the relevant Employees may appoint a representative for the purposes of the procedures in this term;
- c) If:
 - (i) a relevant Employee appoints, or relevant Employees appoint, a representative for the purposes of consultation; and
 - (ii) the Employee or Employees advise the Employer of the identity of the representative;the Employer must recognise the representative.
- (d) As soon as practicable after proposing to introduce the change, the Employer must:
 - (i) discuss with the relevant Employees:
 - (1) the introduction of the change; and
 - (2) the effect the change is likely to have on the Employees; and
 - (3) measures the Employer is taking to avert or mitigate the adverse effect of the change on the Employees; and
 - (ii) for the purposes of the discussion—provide, in writing, to the relevant Employees:
 - (1) all relevant information about the change including the nature of the change proposed; and
 - (2) information about the expected effects of the change on the Employees; and
 - (3) any other matters likely to affect the Employees.
- (e) However, the Employer is not required to disclose confidential or commercially sensitive information to the relevant Employees.
- (f) The Employer must give prompt and genuine consideration to matters raised about the major change by the relevant Employees.

33.3 Change to regular roster or ordinary hours of work

For a change referred to in 33.1(ii):

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

34. REDUNDANCY

34.1 Requirement to consult

- (a) For the purpose of this Clause redundancy includes a situation where the Employer believes for operational reasons that it is necessary to make one or more positions redundant, or to reduce the number of Employees, or to decrease an Employee's ordinary hours of work thus causing a reduction to the Employee's income.
- (b) Where the Employer believes that it may be necessary to implement a redundancy, the Employer is to immediately notify the unions and commence a process of consultation.

34.2 Redeployment and retraining

If a redundancy is likely to occur:

- (a) the Employer will actively explore all internal redeployment opportunities for Employees surplus to requirements;
- (b) Employees seeking redeployment may be retrained for other available positions on condition that the Employees concerned can demonstrate that they possess the necessary capacity for those positions;
- (c) if the Employer deems it necessary for an Employee to undergo re-training in order for the Employee to perform the duties of the position to which the Employee is being redeployed, the Employer is to provide such training, at no cost to the Employee who is entitled to undertake the training during working hours;
- (d) all reasonable attempts will be made to ensure that an Employee's area of choice, hours of work, previous employment classification and roster patterns are met in any redeployment exercise.

34.3 Notice of redundancy

- (a) The Employer is to provide as much notice as is reasonably practicable of an intended redundancy.
- (b) The minimum period of notice to be given to an Employee affected by a redundancy is:

Employee's period of continuous service	Period of Notice
Not more than 1 year	At least 1 week
More than 1 year but not more than 3 years	At least 2 weeks
More than 3 years but not more than 5 years	At least 3 weeks
More than 5 years	At least 4 weeks

- (c) The minimum period of notice is to be increased by one week if an Employee is over forty-five years of age at the time of termination of employment and has completed two or more years of continuous service with the Employer.

34.4 Voluntary redundancy

- (a) Before a redundancy is effected, the Employer is in the first instance to seek expressions of interest in a voluntary redundancy package from all Employees.

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

- (b) In assessing expressions of interest for voluntary redundancy the Employer will take into account the skill and operational requirements of the facility.
- (c) Wherever reasonably practicable involuntary redundancies will only be effected if there are no, or insufficient, volunteers for a voluntary redundancy package after expressions of interest have been sought and assessed from existing Employees in accordance with sub-clause 34.2.

-
- (d) The Employer is to consult with the union(s) if intending to proceed with an involuntary redundancy after declining an expression of interest for voluntary redundancy.

34.5 Redundancy package

- (a) Where retraining and redeployment opportunities are not available, the redundancy package to be paid to redundant Employees is:
- (i) notice as specified in this Clause, or payment in lieu of that notice; and
 - (ii) two weeks pay for each completed year of service and pro rata for an uncompleted year, provided, however, where this results in less pay than the NES the NES provision will prevail; and
 - (iii) payment for all accrued annual leave including leave loading; and
 - (iv) payment of pro rata long service leave for Employees with more than five years continuous service.

PROVIDED THAT where the Employer facilitates acceptable alternative employment for a redundant Employee, including the transfer of all entitlements, the provisions of this Clause shall not apply.

- (b) Acceptable alternative employment will be deemed to be where the Employee has gained employment in a position which reflects the skills of that Employee and which provides the same financial and employment benefits, including security of employment, as the position from which the Employee was made redundant

34.6 Partial redundancy package for changed or decreased hours

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

partial redundancy payment = existing weekly rate, minus new weekly rate, multiplied by 2, multiplied by years of service, plus pro rata for any uncompleted year of continuous service.

34.7 Definition

For the purposes of this Clause a weeks pay means the relevant rate, and any loadings and all-purpose allowances to which the Employee is normally entitled

34.8 Paid time off to seek alternative employment

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

34.9 Financial counselling

The Employer will pay for up to two sessions of financial counselling, from a financial adviser agreed to by the Employer and the Employee, for Employees who are offered a redundancy, or who express an interest in redundancy.

34.10 Details of redundancy package to be provided

The Employer will provide a fully detailed statement of the redundancy package at the time the offer of redundancy is made to an Employee.

34.11 Notifying redundant Employees of new vacancies

In the event that a position becomes available in the Employer's establishment, the Employer is to take reasonable steps to notify Employees made redundant by the Employer of the vacancy and to invite them to apply for it, within twelve months of the Employees being made redundant.

35. GRIEVANCE AND DISPUTE RESOLUTION

- (a) In the event of a dispute in relation to a matter arising under this Agreement or the National Employment Standards, in the first instance the parties will attempt to resolve the matter at the workplace by discussions between the Employee or Employees concerned and the relevant supervisor and, if such discussions do not resolve the dispute, by discussions between the Employee or Employees concerned and more senior levels of local management as appropriate.
- (b) A party to the dispute may appoint another person, organisation or association to accompany or represent them in relation to the dispute at any time.
- (c) If the grievance is still unresolved, the matter shall be referred to the Senior Manager of the organisation, however titled and a meeting arranged.
- (d) The above steps shall take place within seven days or such longer period as may be mutually agreed.
- (e) If a dispute in relation to a matter arising under the Agreement is unable to be resolved at the workplace, and all agreed steps for resolving it have been taken, the dispute may be referred to the Fair Work Commission (FWC) for resolution by mediation and/or conciliation and, where the matter in dispute remains unresolved, arbitration. If arbitration is necessary the FWC may exercise the procedural powers in relation to hearings, witnesses, evidence and submissions which are necessary to make the arbitration effective.
- (f) It is a term of this agreement that while the dispute resolution procedure is being conducted work shall continue normally according to the custom or practice existing before the change or omission that gave rise to the grievance until either the grievance is resolved or, if referred to the FWC, up to the first hearing and then subject to any direction of the FWC. No party shall be prejudiced by the continuation of work. Health and safety matters are exempted from this clause.
- (g) Any dispute referred to the FWC under this clause should be dealt with by a member agreed by the parties at the time or, in default of agreement, a member nominated by either the head of the relevant panel or the President.
- (h) The decision of the FWC will bind the parties, subject to either party exercising a right of appeal against the decision to a Full Bench.

For the avoidance of doubt, Employee grievances are included in the matters to be dealt with in accordance with the dispute resolution procedure of the Agreement.

36. INDIVIDUAL FLEXIBILITY ARRANGEMENTS

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

PROVIDED THAT in discussing and negotiating a proposed Agreement under this Clause an Employee or Employees are entitled to have their union representatives act for them, or any other representative(s) of their choice.

37. PURPOSE OF THE AGREEMENT

The purpose of the Agreement is to:

- (a) Increase flexibility in service delivery of the Employer.
- (b) Ensure continuous improvement in the quality of service and the pursuit of best practice.
- (c) Ensure the ongoing stable industrial relations framework that exists at the enterprise.
- (d) Provide Employees employed under this Agreement with a wage increase.

38. COMPULSORY/MANDATORY EDUCATION SESSIONS

- (a) Where an Employer requires an Employee to undertake professional development courses or other training associated with the performance of the Employees duties, such training will be conducted during the Employees normal rostered hours of work.
- (b) If an Employee is required to attend a training session on a day that would be, for that Employee, a rostered day off then the Employee will be entitled to a minimum of two (2) hours pay at the appropriate rate specified in the Award and any other costs associated with attending the training.
- (c) If the training is scheduled for a weekend day then the above shall apply along with the appropriate penalty rate for the day.

39. RELATIONSHIP TO NATIONAL EMPLOYMENT STANDARDS

Entitlements in accordance with the National Employment Standards ("NES") are provided for under the Act. Where this Agreement also has provisions regarding matters dealt with under the NES and the provisions in the NES set out in the Act are more favourable to an Employee in a particular respect than those provisions, then the NES will prevail in that respect and the provisions dealing with that matter in this Agreement will have no effect in respect of that Employee. The provisions in this Agreement otherwise apply.

40. CEREMONIAL LEAVE

An Employee who is legitimately required by Aboriginal or Torres Straight Islander 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.

41. POSTING OF THE AGREEMENT

The Employer must ensure that copies of this agreement and the NES are available to all Employees to whom they apply either on a notice board which is conveniently located at or near the workplace or through electronic means, whichever makes them more accessible.

42. DECLARATION & SIGNATORIES

Declaration

- (a) This agreement has been negotiated through extensive consultation between management and Employees.
- (b) The content of this Agreement has been canvassed with all parties. The parties are entering into this Agreement with full knowledge as to the content and effect of the document.

Signatories

The undersigned parties accept that this Agreement has been negotiated in good faith and agree to be bound by its terms and conditions for its duration.

This agreement is signed for and on behalf of the parties:


Ms Julie Orr
Chief Executive Officer
May Shaw Health Centre Inc.

Signed 

Date

19/2/15

Witnessed by (signature)


CLIFFORD ANTHONY PARTRIDGE

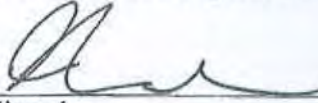
Witness name in full (printed)

13 MAGNIE CRESCENT

Witness address

ST LEONARDS TAS 7250

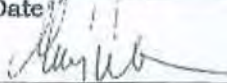
Ms Neroli Ellis
Branch Secretary
Australian Nursing and Midwifery Federation, Tasmanian Branch



Signed

23/2/15

Date



Witnessed by (signature)

Mary Jane Gosden

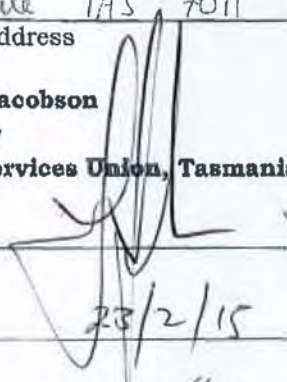
Witness name in full (printed)

146 Berniedale Road

Berniedale TAS 7011

Witness address

Mr Tim Jacobson
Secretary
Health Services Union, Tasmanian Branch

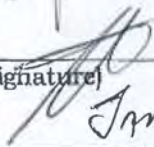


Signed

23/2/15

Date

Witnessed by (signature)



JAMES EDDINGTON

Witness name in full (printed)

11 CLARE ST

NEW TOWN TAS 7008

Witness address

FOR THE EMPLOYER

This Agreement is signed by Ms Julie Orr in her capacity as Chief Executive Officer of Mayshaw Health Centre Inc.

Ms Julie Orr's work address is:

37 Wellington Street
SWANSEA, TAS 7190

As the Chief Executive Officer of May Shaw Health Centre Inc., Ms Julie Orr has the authority to sign the Agreement on behalf of the Employer.

FOR THE UNIONS

This agreement is signed by Ms Neroli Ellis in her capacity as the Branch Secretary of the Australian Nursing and Midwifery Federation, Tasmanian Branch.

Ms Ellis's work address is:

182 Macquarie Street
HOBART TAS 7000

As the Branch Secretary of the Australian Nursing and Midwifery Federation Tasmanian Branch, Ms Ellis has the authority to sign the Agreement on behalf of Employees who are members of the Australian Nursing and Midwifery Federation, Tasmanian Branch and are employed pursuant to this Agreement

This agreement is signed by Mr Tim Jacobson in his capacity as the Secretary of the Health Services Union, Tasmanian Branch.

Mr Jacobson's work address is:

11 Clare Street
NEW TOWN TAS 7008

As the Secretary of the Health Services Union, Tasmania No.1 Branch Mr Jacobson has the authority to sign the Agreement on behalf of Employees who are members of the Health Services Union, Tasmanian Branch and are employed pursuant to this Agreement

43. SCHEDULE A - Wage Increases

	Salary	Hourly	Hourly	Salary (\$)	Hourly	Salary (\$)	Hourly	Salary (\$)
	Pre-1/7/14	rate (\$)	rate (\$)	1/7/14	rate (\$)	1/7/15	rate (\$)	1/7/16
Enrolled Nurses								
1st year of service	49392	25.00	25.77	50922	26.54	52443	27.31	53965
2nd year of service	50415	25.51	26.28	51929	27.05	53451	27.82	54972
3rd year of service	51476	26.05	26.82	52996	27.59	54518	28.36	56039
4th year of service	52499	26.57	27.34	54024	28.11	55545	28.88	57067
5th year of service	53558	27.10	27.87	55071	28.64	56593	29.41	58114
EN Medication Endorsed								
1st year of service	55181	27.93	28.70	56711	29.47	58233	30.24	59754
2nd year of service	56242	28.46	29.23	57758	30.00	59280	30.77	60802
3rd year of service	57322	29.01	29.78	58845	30.55	60367	31.32	61888
Registered Nurse - Level 1								
1st year of service (re-entry)	53257	26.95	27.72	54775	28.49	56296	29.26	57818
2nd year of service (Grad)	55866	28.27	29.04	57383	29.81	58905	30.58	60426
3rd year of service	58441	29.58	30.35	59972	31.12	61493	31.89	63015
4th year of service	60979	30.86	31.63	62501	32.40	64022	33.17	65544
5th year of service	63554	32.16	32.93	65070	33.70	66591	34.47	68113
6th year of service	66163	33.48	34.25	67678	35.02	69200	35.79	70721
7th year of service	68738	34.79	35.56	70267	36.33	71788	37.10	73310
8th year of service	71311	36.09	36.86	72835	37.63	74357	38.40	75878
Registered Nurse - Level 2								
1st year of service	73886	37.39	38.16	75404	38.93	76926	39.70	78447
2nd year of service	75590	38.25	39.02	77104	39.79	78625	40.56	80147
3rd year of service	77295	39.12	39.89	78823	40.66	80344	41.43	81866
4th year of service	79033	40.00	40.77	80562	41.54	82083	42.31	83605
Registered Nurse - Level 3								
1st year of service	82235	41.62	42.39	83763	43.16	85284	43.93	86806
2nd year of service	84183	42.60	43.37	85699	44.14	87221	44.91	88742
3rd year of service	86096	43.57	44.34	87616	45.11	89137	45.88	90659
4th year of service	88043	44.56	45.33	89572	46.10	91094	46.87	92615
Registered Nurse - Level 4								
Grade 1	98341	49.77	50.54	99867	51.31	101389	52.08	102910
Registered Nurse - Level 5								
Grade 1	98341	49.77	50.54	99867	51.31	101389	52.08	102910
Grade 2	105854	53.57	54.34	107376	55.11	108897	55.88	110419

44. SCHEDULE B - Allowances

Allowance	Current	1/07/2014	1/07/2015	1/07/2016
CL19.1 Higher Duties and in Charge Allowance RN L1 & L2 for more than half shift	\$20.60	\$21.01	\$21.43	\$21.86
CL 21.4 Meal to be Provided/ Allowance Paid	\$10.96 \$10.77	\$11.18 \$10.99	\$11.40 \$11.21	\$11.63 \$11.43
CL 19.4 Allowances Meal Allowance Work away from headquarters				
Breakfast	\$22.98	\$23.44	\$23.91	\$24.39
Lunch (or midday meal)	\$25.75	\$26.27	\$26.79	\$27.33
Dinner (or evening meal provided)	\$44.30	\$45.19	\$46.09	\$47.01
CL 19 Allowances Preceptor per hour	\$2.06	\$2.10	\$2.14	\$2.19
CL 29.4 Travel Allowances Accommodation	\$120.54	\$122.95	\$125.41	\$127.92
Incidentals	\$17.00	\$17.34	\$17.69	\$18.04
Cl 23.3 Remote On Call				
Weekdays (per hour)	\$3.65	\$3.72	\$3.80	\$3.87
Weekends (per hour)	\$4.65	\$4.74	\$4.83	\$4.93
Cl 21.5 Charges for meal provided by Employer				
Two or three course	\$4.45	\$4.54	\$4.63	\$4.72
Single hot or cold main course	\$3.45	\$3.52	\$3.59	\$3.66
Other course/Breakfast	\$3.15	\$3.21	\$3.28	\$3.34