



## DECISION

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

**Health Care Burnie Pty Ltd T/A North West Private Hospital**  
(AG2016/5750)

### **HEALTH CARE BURNIE PTY LTD NURSES' ENTERPRISE AGREEMENT 2016**

Tasmania

COMMISSIONER ROE

MELBOURNE, 15 DECEMBER 2016

*Application for approval of the Health Care Burnie Pty Ltd Nurses' Enterprise Agreement 2016.*

[1] An application has been made for approval of an enterprise agreement known as the *Health Care Burnie Pty Ltd Nurses' Enterprise Agreement 2016* (the Agreement). The application was made pursuant to s.185 of the *Fair Work Act 2009* (the Act). It has been made by Health Care Burnie Pty Ltd T/A North West Private Hospital. The Agreement is a single enterprise agreement.

[2] The Applicant has provided written undertakings. A copy of the undertakings is attached in Annexure A. I am satisfied that the undertakings will not cause financial detriment to any employee covered by the Agreement and that the undertakings will not result in substantial changes to the Agreement.

[3] Subject to the undertakings referred to above, I am satisfied that each of the requirements of ss.186, 187, 188 and 190 as are relevant to this application for approval have been met. The Agreement does not cover all of the employees of the employer, however, taking into account the factors in Section 186(3) and (3A) I am satisfied that the group of employees was fairly chosen.

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

[5] The Agreement was approved on 15 December 2016 and, in accordance with s.54, will operate from 22 December 2016. The nominal expiry date of the Agreement is 1 August 2019.



COMMISSIONER

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**ANNEXURE A**

**FAIR WORK COMMISSION**

**MATTER NO: AG2016/5750**

**UNDERTAKING**

Clause 19(h) paragraph two shall be amended and replaced with the following:

*Unpaid Partner Leave – An employee is entitled to a further period of unpaid partner leave of not more than eight weeks, to be taken in conjunction with a period of paid partner leave, unless otherwise agreed by the employer and employee.*



Keith Cock  
Chief Executive Officer

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Note - this agreement is to be read together with an undertaking given by the employer. The undertaking is taken to be a term of the agreement. A copy of it can be found at the end of this agreement.

HEALTH CARE BURNIE PTY LTD  
(‘North West Private Hospital’)

NURSES ENTERPRISE AGREEMENT  
2016

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## ENTERPRISE AGREEMENT

### 1. ARRANGEMENT

The Agreement is arranged as follows:

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**2. NAME OF THE AGREEMENT**

This Agreement shall be known as the *Health Care Burnie Pty Ltd Nurses' Enterprise Agreement 2016*.

**3. COVERAGE**

This Agreement shall cover:

- (a) Health Care Burnie Pty Ltd (ACN 121 815 807); and
- (b) Nurses employed by Health Care Burnie Pty Ltd (North West Private Hospital) as classified in Schedule 1 of this Agreement; and
- (c) Subject to the requirements of the Fair Work Act 2009, the Australian Nursing and Midwifery Federation Tasmanian Branch ('ANMF'), and the Health Services Union, Tasmanian Branch.

**4. SCOPE OF THE AGREEMENT**

This Agreement contains all the terms and conditions of employment for employees covered by the agreement and shall apply to nurses employed by Health Care Burnie Pty Ltd (North West Private Hospital) as classified in Schedule 1 of this Agreement.

**5. DATE AND PERIOD OF OPERATION**

- (a) This Agreement shall commence operation from the 7<sup>th</sup> day after the agreement is approved by the Fair Work Commission ('FWC') and will remain in place until 1 August 2019 or thereafter in accordance with the *Fair Work Act 2009*.
- (b) The parties agree that discussions shall commence for a new Agreement no later than six months prior to the nominal expiry date of the Agreement.

**6. 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.

**7. CONSULTATION REGARDING CHANGE**

- (a) This term applies if the Employer has made a definite decision to introduce a major change to production, program, organisation, structure, or technology in

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relation to its enterprise; and the change is likely to have a significant effect on employees of the Employer.

- (b) The employer must consult the employees to whom the agreement applies about:
  - (i) a major workplace change that is likely to have a significant effect on the employees; or
  - (ii) a change to their regular roster or ordinary hours of work.
- (c) The relevant employees may appoint a representative, which may be a representative from ANMF or HACSU for the purposes of the procedures in this term.
- (d) 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.
- (e) As soon as practicable after making its decision, 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.
  - (iii) Subject to (e)(i) and (ii), for a change to the employee’s regular roster or ordinary hours of work, the employer is required to:
    - (1) to provide information to the employees about the change; and
    - (2) to invite the employees to give their views about the impact of the change (including any impact in relation to their family or caring responsibilities); and
    - (3) to consider any views given by the employees about the impact of the change.



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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.
- (g) If a term in the enterprise agreement provides for a major change to production, program, organisation, structure or technology in relation to the enterprise of the employer, the requirements set out in subclauses (b), (c) and (e) are taken not to apply.
- (h) In this term, a major change is *likely to have a significant effect on employees* if it results in the termination of the employment of employees; or major change to the composition, operation or size of the employer's workforce or to the skills required of employees; or the elimination or diminution of job opportunities (including opportunities for promotion or tenure); or the alteration of hours of work; or the need to retrain employees; or the need to relocate employees to another workplace; or the restructuring of jobs.
- (i) In this term, *relevant employees* means the employees who may be affected by the major change.

## 8. DISPUTE RESOLUTION PROCEDURE

- (a) If a dispute arises about this agreement, the National Employment Standard (NES) (including subsections 65(5) or 76(4) of the Act), or a workplace right as defined in the Fair Work Act 2009 subsection 341(1), the parties to the dispute will attempt to resolve the dispute at the workplace by discussions between the employee or employees concerned and the relevant supervisor and, if such discussions do not resolve the dispute, by discussions between the employee or employees concerned and more senior levels of management as appropriate.

If the matter arising under this agreement, or a dispute in relation to the NES (including subsections 65(5) or 76(4) of the Act), or a workplace right as defined in the Fair Work Act 2009 subsection 341(1), is unable to be resolved at the workplace, and all appropriate steps under (a) have been taken, a party to the dispute may refer the dispute to Fair Work Commission. The parties may agree on the process to be utilised by the Fair Work Commission including mediation, conciliation and consent arbitration.

- (b) Where the matter in dispute remains unresolved, the Fair Work Commission may exercise any method of dispute resolution permitted by the Act that it considers appropriate to ensure the settlement of the dispute.

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- (c) An employer or employee may appoint another person, organisation or association to accompany and/or represent them for the purposes of this clause.
  - (d) The parties to the dispute and their representatives must act in good faith in relation to the dispute.
  - (e) While the dispute is being resolved, work must continue in accordance with this agreement and the Act. Subject to applicable occupational health and safety legislation, an employee must not unreasonably fail to comply with a direction by the employer to perform work, whether at the same or another workplace that is safe and appropriate for the employee to perform.
  - (f) The parties to the dispute agree to be bound by a decision made by the Fair Work Commission in accordance with this term.

## 9. WAGES

- (a) The wage rates and allowances, as per Appendix 1 and Appendix 2, are increased as follows:-
  - (i) 3% from the first pay period on or after 1 July 2016.
  - (ii) 3% from the first pay period on or after 1 July 2017.
  - (iii) 3% from the first pay period on or after 1 July 2018.

## 10. DEFINITIONS

- (a) **Afternoon shift** means a shift terminating between 7.00 p.m. and midnight.
- (b) **Act** means the Fair Work Act 2009
- (c) **Agreement** means the *Health Care Burnie Pty Ltd Nurses' Enterprise Agreement 2016*
- (d) **NMBA** means the Nurses' and Midwifery Board of Australia.
- (e) **Casual employee** means a person who either relieves a full-time or part-time employee; or is engaged on an irregular basis for specific duties.
- (f) **Clinical unit** means an area of nursing practice, as agreed between the parties, and without limiting the foregoing shall include a ward, area or place of nursing practice with a patient/client population.
- (g) **Day shift** means a shift worked between the hours of 6.00 a.m. and 7.00 p.m.

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- (h) **Day worker** means an employee whose weekly ordinary hours of work are performed between the period 7.00 a.m. and 7.00 p.m. on the days Monday to Friday inclusive.
- (i) **Employer** means Health Care Burnie Pty Ltd
- (j) **Executive staff** means Director of Nursing.
- (k) **Management unit** means for the purpose of these definitions a grouping of units as agreed between the parties.
- (l) **NES** means National Employment Standards
- (m) **Night shift** means a shift that is not day or afternoon shift.
- (n) **Part-time employee** means an employee, other than a full-time employee or casual employee, engaged to work regularly in each pay period for less hours than an equivalently classified full-time employee.
- (o) **Part-time shift worker** means a part-time employee who holds a position on a roster.
- (p) **Relevant Agreement rate** or ordinary rate means the rate specified for the appropriate year of service applicable to the employee in the appropriate classification in Schedule One (1), excluding all allowances, loadings or penalties etc.
- (q) **Roster** means a documented arrangement setting out clearly the names of the employees required to work in accordance with such roster, the days, dates and hours during which each employee is required to attend for duty.
- (r) **Shift worker** means an employee who is regularly rostered to work their ordinary hours of work over seven days a week and 24 hours.
- (s) **Year of service** shall mean 1976 hours of actual service in an approved establishment, including public holidays, paid annual leave, paid personal leave and long service leave.
- (t) **“Immediate family”** of an employee means:
- (i) a spouse, de facto partner, child, parent, grandparent, grandchild or sibling of the employee; or
  - (ii) a child, parent, grandparent, grandchild or sibling of a spouse or de facto partner of the employee.
  - (iii) spouse includes a former spouse.

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- (iv) de facto partner of an employee:
    - (1) means a person who, although not legally married to the employee, lives with the employee in a relationship as a couple on a genuine domestic basis (whether the employee and the person are of the same sex or different sexes); and
    - (2) includes a former de facto partner of the employee.
  - (v) **Child** means a child or an adult child (including an adopted child, a step child, a foster child or an ex nuptial child).

## 11. SUPERANNUATION

- (a) The subject of superannuation is dealt with extensively by legislation including the Superannuation Guarantee (Administration) Act 1992, the Superannuation Guarantee Charge Act 1992, the Superannuation Industry (Supervision) Act 1993 and the Superannuation (Resolution of Complaints) Act 1993. This legislation, as varied from time to time, governs the superannuation rights and obligations of the parties.
- (b) "The Fund" for the purpose of this Agreement shall mean:
  - (i) HESTA established and governed by a trust deed as may be amended from time to time, and includes any superannuation scheme which may be made in succession thereto; or
  - (ii) Any other complying fund upon a request from the employee and with the consent of the employer.
- (c) In addition to the Organisation's statutory contributions to the Fund an employee may make additional contribution from their salary and on receiving written authorisation from the employee the Organisation must commence making contributions to the Fund in accordance with the Superannuation Guarantee Charge Act 1992.
- (d) Superannuation fund payments, including additional contributions from an employee's salary made under paragraph (c) above, will be paid at a minimum on a monthly basis.
- (e) Where an Employee salary packages their wages in accordance with this Agreement superannuation shall be paid on the pre-packaged wages.

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- (f) In the event that no fund is nominated by a new employee, superannuation contributions will be paid into HESTA on behalf of that employee (Default Fund). The default Fund offers a MySuper product.

## 12. HOURS OF WORK – ORDINARY HOURS OF WORK

### (a) Ordinary hours of work - **day workers**

The ordinary full-time hours of work for day work employees shall be 38 hours per week.

### (b) Spread of hours

(i) The ordinary hours as defined in (a) are to be worked in five days Monday to Friday inclusive in continuous periods of eight hours per day respectively, except for a meal break of not more than one hour's duration, between 7.00 a.m. and 7.00 p.m. on such days.

(ii) Provided always that the spread of hours or daily hours prescribed may be altered as to all or a section of the employees by mutual agreement between the employer, the majority of employees involved in the area concerned provided the spread of hours may not be altered beyond the spread of 12 hours.

(iii) Provided further that work performed by day workers, other than by agreement as above prior to 7.00 a.m. and after 7.00 p.m. shall be paid for at overtime rates but shall be deemed, for the purposes of this clause, to be part of the employees ordinary hours of work where his/her ordinary hours of work within the period 7.00 a.m. to 7.00 p.m. in any week, have been less than 38.

### (c) Thirty-eight hour week

#### (i) Application

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

(i)(b) However, where an employer encounters operational difficulties in implementation of the 19 day month, discussion may take place with the affected staff on an alternative method of introduction. In the event of disagreement, the matter shall be referred to the Fair Work Commission. The onus in those proceedings is on the employer to prove the 19 day month creates operational difficulties.

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

(ii) Calculation of allowances

In the calculation of overtime rates, afternoon and night shift allowances and the additional rates for work on Saturdays, Sundays and Public Holidays, the hourly rate shall be calculated at 1/38 of the weekly rate.

(iii) Absences on leave without pay

As no paid employment existed, 24 minutes for each day of absence should be deducted from the accrued day off.

(iv) Absence on public holidays and compassionate leave

Days of paid absence on public holidays and compassionate leave shall count toward the accrued day off on full pay.

(v) Public holidays

(v)(a) Where an accrued day off falls on a public holiday, a substituted accrued day off should be taken as soon as possible.

(v)(b) Public holidays taken accrue towards an accrued day off.

(vi) Part-time employees - work performed outside normal spread of hours

(vi)(a) Part-time employees engaged to work in a day work situation but outside the spread of hours specified in (a) and (b) shall receive penalty rates as follows:

(vi)(a)(i) Monday to Sunday - double time;

(vi)(a)(ii) Public holidays - double time and a half.

### 13. PART-TIME EMPLOYMENT

(a) A part-time employee is one who is permanently appointed to work for a number of hours which are less than those prescribed for a full-time employee.

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- (b) Part-time employees shall be paid an hourly rate calculated on the basis of 1/38th of the appropriate rate prescribed by Schedule 1 of this Agreement.
  - (c) Part-time employees shall be entitled to Annual leave, Personal Leave and Public Holidays as specified under this Agreement on a pro-rata basis.
  - (d) The penalty rates prescribed for full-time employees for work on Saturdays, Sundays and public holidays are applicable to part-time employees as defined in 13(a) above.
  - (e) Part-time employees shall be provided with a minimum of two continuous hours work or, alternatively, paid for a minimum of two hours on each occasion they are required to attend for work. However, where work practices are such that it is inappropriate to apply the conditions stipulated by this provision, such conditions may be varied by mutual agreement between the employees and the employer.

#### **14. CASUAL EMPLOYMENT**

- (a) A casual employee is one engaged on an hourly basis otherwise than as a full-time employee or permanent part-time employee.
- (b) Terms of engagement
  - (i) Casual employees' terms of engagement shall be by the hour and they shall be provided with a minimum of two hours work or, alternatively, paid for a minimum of two hours on each occasion they are required to attend for work.
- (c) Payment for ordinary time

A casual employee for working ordinary time shall be paid per hour 1/38th of the weekly rates prescribed for the work which he/she performs. In addition thereto a casual employee shall receive 25% of the ordinary hourly rate in respect of each hour for which he/she is paid; such additional amount to be payment in lieu of annual leave, personal leave (excluding unpaid carers leave) and public holidays.
- (d) A casual employee rostered to work a public holiday shall be paid double time the casual loaded rate for that day.

#### **15. PENALTY RATES AND SHIFT ALLOWANCES**

- (a) The ordinary hours of shift workers shall not exceed:
  - (i) 8 in any one day;

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- (ii) 48 in any one week;
  - (iii) 88 in 14 consecutive days;
  - (iv) 114 in 21 consecutive days; or
  - (v) 152 in 28 consecutive days.
- (b) Subject to the following conditions shift workers shall work at such times as the employer may require:
- (i) The ordinary hours of work per day will be a maximum of 8 hours inclusive of meal breaks. The maximum rostered hours of work per day are 10 hours (the last two hours paid at overtime rates, unless agreed in accordance with subclause (d), inclusive of paid meal breaks, by mutual agreement.
  - (ii) the break between shifts may be a minimum of 8 hours by mutual agreement. Where there is no agreement a minimum 9 hour break will apply.
- (c) Provided further that by mutual agreement between a representative of the employer concerned and a majority of the employees concerned within a particular ward or area, the ordinary hours of work for the night shift employees may be extended to 10 per day to be paid for at the appropriate shift rate.
- (d) Agreed Rostered Shifts (Shift Workers Only)

Where an employee agrees to work a 10 hour rostered shift, the employee will be paid at ordinary time, or where applicable in accordance with subclause (f),(g),(h). Where an employee is engaged to work a 10 hour rostered shift, the employee:

- (i) will be allowed a 10 minute paid rest break between the 8<sup>th</sup> and 9<sup>th</sup> hour of the shift;
- (ii) in lieu of the paid meal break arrangement set out at Clause 16(c), will be allowed a paid 20 minute meal break where the employee is required by the employer to undertake overtime at the conclusion of the 10 hour shift. The 20 minute paid meal break shall be paid for at ordinary rates and shall be taken by the employee at the conclusion of the 10 hour shift and prior to the commencement of the overtime hours.
- (iii) notwithstanding any provision to the contrary,
  - (1) will receive a 10 hour break between rostered ordinary 10 hour shifts; and
  - (2) shall not be required to work more than two hours overtime at the conclusion of the rostered 10 hour shift on any day and in this circumstance, the employee will receive a 12 hour break.



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Part-time shift workers - hours

- (e) Part-time shift workers, as defined, shall be entitled to the provisions of this clause with the following exceptions:
- (i) the maximum hours in any one fortnight shall be 80, provided that the maximum hours in 28 consecutive days shall not exceed 152 hours;
  - (ii) the maximum hours in any one day shall be eight except where such hours are worked in accordance with the provisions of (b), (c) or (d).
  - (iii) Any time worked outside of these hours shall be paid at the rate of double time.

Afternoon and night shift allowances

- (f) Subject to existing customs and practices:
- (i) Shift workers shall be paid the following loading on their ordinary rate for such shifts:
    - Afternoon shift - 15%
    - Night shift – 27.5%

(g) Saturday shifts

Shift workers who work 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 normal salary rate, but such rates shall be in substitution for and not cumulative upon the shift allowance set out in (f). The provisions of this clause shall not prejudice any right of an employee to obtain any alternative higher rate in respect of that work by virtue of any provision.

(h) Sunday and holiday shifts

- (i) Shift workers, for work on a rostered shift, the major portion of which falls on a Sunday or public holiday, shall be paid as follows:
  - (i)(a) Sundays - at the rate of time and three quarters;
  - (i)(b) Holidays as prescribed in Clause 21 at the rate of double time and one day added to annual leave for each public holiday worked as set out at 20(a)(ii).

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The above rates shall be in substitution for, and not cumulative upon the shift allowance set out in (f) to (h)(i)(a) inclusive.

(ii) Provided always that:

(ii)(a) Where shifts commence between 11.00 p.m. and midnight on a Sunday or a holiday the time so worked before midnight shall not entitle an employee employed on such a shift to the Sunday or holiday rate provided that 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.

(ii)(b) Where shifts fall partly on a holiday, that shift the major portion of which falls on a holiday, shall be regarded as the holiday shift.

(i) Broken shifts

(i) Subject to the proviso hereto broken shifts shall not be worked.

(ii) Provided that in emergency situations a broken shift may be worked by mutual agreement between the employer and the employee. All work performed in excess of a spread of nine hours shall be paid at the rate of double time.

(j) Part-time shift workers - work outside rostered shifts

(i) Part-time shift workers shall be entitled to the provisions of this clause with the exception that work by choice or mutual agreement outside rostered shifts shall not be subject to penalty (other than shift, weekend and public holiday penalty) provided that any time worked in excess of eight hours per day shall be paid at double time.

(ii) Where an employee is instructed to work shifts other than in accordance with this clause he/she shall be entitled to the penalty payments prescribed by this clause.

(k) Rosters

There shall be a roster for shifts which shall:

(i) Rotation

Provide for rotation unless all the employees concerned desire otherwise.

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(ii) Number of shifts

Provide for not more than eight shifts to be worked in any nine consecutive days.

(iii) Change of roster or rostered shift

(a) A change of roster shall not occur until after four (4) weeks' notice. A rostered shift or a person's position on the roster may occur by mutual agreement with less than the minimum notification period of one week without the payment of penalty rates prescribed. Where there is no agreement payment of penalty rates as per the Agreement shall apply.

(b) So far as employees present themselves for work in accordance therewith, shifts shall be worked according to the roster.

(iv) Minimum Days Off

Provide for a minimum of two consecutive days off each week except where by mutual agreement between the employer, the employee(s) concerned alternative arrangements are made.

Where an employee is engaged on a night shift, at the completion of the night shift, the employee shall be entitled to be rostered off at the completion of the shift for that day and be entitled to a further 2 consecutive days off.

(v) Twenty-eight day accounting period

Clearly stipulate a 28 day accounting period which shall include an accrued day off in addition to eight rostered days off:

(a) Provided always that staff engaged to provide relief on accrued days off pursuant to (k)(v) while engaged in such capacity shall be regarded as shift workers for all purposes of the Agreement (except additional annual leave);

(b) Rosters covering such relief employees shall not be required to rotate.

(vi) Meal Break

A paid meal break of up to 30 minutes which shall be taken between the beginning of the fourth hour and the end of the sixth hour:

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- (a) Provided that a day shift worker shall have his/her meal break not later than between the hours of 12.00 mid-day to 2.00 p.m.
  - (b) Provided agreement may be reached between the parties to allow for special circumstances.
- (l) Payment for overtime
- (i) For work performed by a shift worker outside the ordinary hours of his/her shift, double time shall be paid. But such payment shall not apply to those cases where arrangements have been made between the employees themselves, or in cases due to rotation of shifts.
  - (ii) Provided always that in cases where the employer has been 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 proper time, such unrelieved shift worker shall be paid, for the extra time worked, at the rate of double time.
  - (iii) In all other cases the unrelieved shift worker shall be paid at the rate of double time until relieved.
- (m) Rest period after overtime
- (i) An employee (other than a casual employee) who works so much overtime between the termination of his/her ordinary work on one day and the commencement of his/her ordinary work on the next day that he/she has not had at least eight consecutive hours off duty between those times, shall, subject to this section, be released after completion of such overtime until he/she has had eight consecutive hours off duty without loss of pay for ordinary working time occurring during such absence.
  - (ii) If on the instructions of his/her employer such an employee resumes or continues work without having had such eight consecutive hours off duty he/she shall be paid at double rates until he/she is released from duty for such period and shall then be entitled to be absent until he/she has eight consecutive hours off duty without loss of pay for ordinary working time occurring during such absence.
  - (iii) When overtime work is necessary it shall, wherever reasonably practicable, be so arranged that employees have at least eight consecutive hours off duty between the work of successive days.
- (n) Calculation of overtime penalty to be based on Agreement rates

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In the case of an employee in receipt of a loading in lieu of sick leave, annual leave and public holidays, the period of overtime shall be paid for at the rate of double the relevant Agreement rate.

## 16. MEAL BREAKS

### (a) Meal times - **DAY WORKERS ONLY**

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

### (b) Work during meal break

- (i) Subject to existing customs and practices a day worker who is directed to work during his/her recognised meal break shall, for all work performed during such period and thereafter until a meal break is allowed, be paid at the rate of double time.
- (ii) The meal break prescribed in 16(b)(iii) shall be available to employees who have worked in excess of four hours.
- (iii) Where an employee is interrupted during meal break by a call to duty, such meal break shall be counted as time worked and the employee shall be allowed a meal break as soon as practicable for the employee to have a meal break during the remainder of his or her ordinary working hours. He or she shall receive overtime pay for the interrupted meal break.

### (c) 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 ordinary rates. An employer and an employee may agree to any variation of this provision to meet the circumstances of the work in hand provided that no employee shall be required to work more than five hours without a break for a meal.

### (d) Charges for meal provided by employer

- (i) The maximum amount that shall be charged or deducted where an employee receives a meal from his/her employer for the following meals are set out at Appendix 2
- (ii) Provided always that:
  - (ii)(a) The minimum for each meal taken is set out at Appendix 2.

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

(e) Meal Breaks – Shift Workers

- (iv) All employees required to work shift work shall be entitled to a paid meal break of 30 minutes duration.
- (ii) Where an employee is interrupted during a meal break by a call to duty, the employee shall be entitled to take a meal break at the earliest possible time. Where an employee during a shift is unable to take a meal break, that employee shall be paid for that meal break at the appropriate overtime rates. Provided that, an employee shall only be recalled to duty during a meal where the circumstances are such that an emergency or urgent situation exists or where no other practical option exists.
- (iii) Where an employee is directed by the employer to remain available or on duty/unrelieved during a meal break, the employee will be paid overtime for the duration of the meal break.
- (iv) Provided that unless agreed between the parties a shift worker who is unrelieved for the period of the meal break **due to exceptional workloads**, and until such time he/she is relieved shall be paid at the rate of double time.

## 17. OVERTIME

(a) Requirement to work reasonable overtime

- (i) Subject to (a)(ii) an employer may require an employee to work reasonable overtime at overtime rates.
- (ii) An employee may refuse to work overtime in circumstances where the working of such overtime would result in the employee working hours which are unreasonable having regard to:
- (ii)(a) any risk to employee health and safety;
- (ii)(b) the employee's personal circumstances including any family responsibilities;
- (ii)(c) the needs of the workplace or enterprise;
- (ii)(d) the notice (if any) given by the employer of the overtime and by the employee of his or her intention to refuse it; and

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- (ii)(e) any other relevant matter.
  - (iii) No overtime shall be worked without the prior approval of the employer.
  - (b) Notwithstanding the banking of hours provisions under this Agreement, payment for working overtime shall be as follows:
    - (i) For all time worked in excess of the ordinary hours of work the following payments shall be made:
      - (i)(a) Monday to Friday inclusive - double time;
      - (i)(b) Saturday - double time;
      - (i)(c) Sunday - double time;
      - (i)(d) Public holidays - double time and one half.
    - (ii) Provided always that an employee who holds a position which regularly requires him/her to work on public holidays shall, where mutually agreeable, be paid, in addition to any paid time off in lieu granted by the employer concerned, at the rate of time and one half of his/her ordinary rate for the first eight hours worked during his/her normal spread of hours, and thereafter in accordance with the overtime rates in (b)(i).
    - (iii) Provided that no employee shall receive in the aggregate more than the equivalent of double time and a half of his/her ordinary rate.
  - (c) Directors of Nursing
    - (i) Directors of Nursing shall not be entitled to receive payment for overtime.
    - (ii) Provided always that where, in the opinion of the employer the circumstances so require, Directors of Nursing who work overtime on rostered nursing duties in excess of their ordinary duties as Director of Nursing shall be entitled to receive overtime payment at the maximum overtime rate applicable to an employee classified as a Registered Nurse for all time worked on such nursing duties.
  - (d) Calculation of overtime penalty to be based on Agreement rates

The calculation of the overtime penalty prescribed in (b) in the case of an employee in receipt of a loading in lieu of sick leave, annual leave and public holidays shall be based upon the relevant Agreement rate.

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(e) Time off in lieu of overtime

- (i) Provided that where there is agreement between the employer and the employee, time off in lieu of overtime may be taken at the penalty rate equivalent.
- (ii) Provided further that such agreement involves the employee indicating that he/she has had an opportunity to consult with an employee representative.
- (iii) Provided always that such agreement may be discontinued by mutual consent of both parties or at the request of one such party.

(f) Overtime Meal Allowance

An employee will be supplied with an adequate meal where an employer has adequate cooking and dining facilities or be paid Meal Allowance A , as set out at Appendix 2, in addition to any overtime payment as follows:

- (i) 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.
- (ii) provided that where such overtime work exceeds four hours Meal Allowance B , as set out at Appendix 2, will be paid.
- (iii) Clause (i) and (ii) will not apply when an employee could reasonably return home for a meal within the meal break.

**18. ON CALL/ RECALL**

(a) An employee who is required by the employer to remain On Call:

- (i) Shall be paid \$4.00 per hour on-call for all periods from Midnight Sunday until Midnight Friday.
- (ii) Shall be paid \$5.00 per hour on-call for all periods from Midnight Friday until Midnight Sunday. This rate of payment shall also apply for the 24 hour period from midnight to midnight for public holidays.
- (iii) The employer will endeavour to provide a mobile phone to facilitate on-call. All calls made from this phone other than those to the relevant hospital will be the responsibility of the holder of the phone.



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- (iv) If any employee on-call is required to commence work, the employee shall be paid double time, provided that such payment shall not be less than four (4) hours.
  - (v) Employees who are rostered on call are paid the on call allowance in accordance with sub-clause (a)(i) or (a)(ii) for the entire period for which they are so rostered, including any intervals in which the employees work overtime or are recalled to work.
  - (vi) An employee who is acting as the Director of Nursing for one day or more would not be paid the on call allowance as stated in sub clause (a).

(b) Recall

- (i) For each subsequent recall the employee shall receive a minimum payment of three (3) hours pay at double time.
- (ii) All nurses are to receive four (4) clear days per fortnight guaranteed free of on-call or recall unless otherwise agreed. A "day" for the purposes of this clause is an unbroken 24 hour period.
- (iii) Provided that where an employee is recalled to work, such employee shall be entitled to an eight hour break without loss of pay for ordinary working time occurring during such absence, at the cessation of the recall duty and prior to commencing their rostered shift.

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

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

(c) On-Call Leave Accrual

Nursing staff participating in the on-call roster will be entitled to accrue paid On-Call Leave.

- (i) One (1) hour on-call will accrue 3.7 minutes of paid on-call leave.

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- (ii) On-Call Leave will be credited after each financial year and must be taken within 6 months of being credited. Any On-Call Leave not taken when credited will be paid out.
  - (iii) This on call leave is not annual leave and therefore does not attract leave loading.
- (d) Overtime whilst rostered for On-Call
- (i) A nurse who is on call (still at Hospital) and elects to work overtime, continuous with the end of the employee's ordinary shift, will be paid at overtime rates (not recall). Provided that the on call allowance specified in Clause 18(a) shall be paid during the overtime period.
  - (ii) On-Call will only apply when a nurse has finished duty and left the Hospital. If a nurse on leaving the Hospital is recalled then the provisions of sub-clause (b) would apply.
- (e) Telephone On-Call (The Kym Program only-Mid-wives)

From the first pay period on or after the date of approval of this agreement for Mid-wives involved with The Kym Program will receive a payment of \$5 per week allowance for official use of their mobile phone. This allowance would not apply when Health Care provides a mobile phone to the nurse.

## **19. PARENTAL LEAVE**

- (a) Employees are entitled to parental leave in accordance with the provisions of the *Fair Work Act, 2009*.
- (b) Full-time employees and permanent part-time employees are eligible for paid parental leave in accordance with the following provisions:
  - (i) Permanent employees are eligible for paid parental leave when they have completed at least 12 months of continuous service prior to the expected date of birth or prior to the date of taking custody of the child.
  - (ii) An eligible female employee will be entitled to twelve (12) weeks paid maternity/ adoption leave.
  - (iii) An eligible partner of the employee will be entitled to one (1) weeks paid partner leave upon the birth of the child regardless of whether the infant's mother is on maternity leave.
- (c) The amount of paid leave provided in this Agreement shall not be reduced in terms of its monetary value by the paid parental leave set out in the Paid

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Parental Leave Act 2010. For the avoidance of doubt the value of the paid parental leave provided under this Agreement will be in addition to the value of any leave provided by the Paid Parental Leave Act 2010.

- (d) The rate of pay for the period of paid absence outlined in (b) and (c) above will be calculated as for personal (sick) leave on full pay for that employee.
- (e) Periods of paid leave outlined in (b) and (c) above will count as service for all purposes.
- (f) In accordance with the provisions of s.73 of the Fair Work Act 2009, a female employee shall be entitled to work during the 6 week period before the estimated date of birth of the child, provided that if requested by the DON or nominee, the employee shall provide a statement from her medical practitioner or midwife to the effect that continuing employment until the date of birth is not a risk to the employee or the unborn child.
- (g) Such leave may be paid:
- On a normal fortnightly basis;
  - At the rate of half pay over a period of 24 weeks on a regular fortnightly basis.
  - Annual and/or long service leave credits can be combined with periods of maternity leave or adoption leave on half pay to enable an employee to remain on full pay for that period.
- (h) Unpaid Leave

Unpaid Maternity leave – An employee is entitled to a further period of unpaid maternity leave of not more than twelve months after the actual date of birth of the child.

Unpaid Partner Leave – An employee is entitled to a further period of unpaid partner leave of not more than three weeks, to be taken in conjunction with a period of paid partner leave, unless otherwise agreed by the employer and employee.

Unpaid Adoption Leave – An employee is entitled to unpaid adoption leave as follows:

12 months of unpaid leave if the leave is associated with the placement of a child with the employee for adoption; and the employee has or will have responsibility for the care of the child. For the purposes of the age of the child section 68 of the *Fair Work Act 2009* will apply.

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- (i) An employee who has once met the conditions for paid maternity leave and/or paid adoption leave will be required to again work the 40 weeks' continuous service in order to qualify for a further period of maternity leave or adoption leave; unless:
- There has been a break in service where the employee has been re-employed or re-appointed after a resignation, medical retirement or after her services have been otherwise dispensed with; or
  - The employee has completed a period of leave without pay of more than 40 weeks. In this context, leave without pay does not include sick leave without pay, maternity leave without pay, or leave without pay associated with an illness or injury compensable under the *Workers' Rehabilitation Compensation Act*.
- (j) An employee who intends to proceed on maternity or paternity leave should formally notify the employer of such intention as early as possible, so that arrangements associated with the absence can be made. Written notice of not less than eight weeks prior to the commencement of the leave should accordingly be given. This notice must include a medical certificate stating the expected date of birth and should also indicate the period of leave desired.
- (k) In the case of notification of intention to take adoption leave, due to the fact that an employee may be given little notice of the date of taking custody of a child, employees who believe that, in the reasonably near future, they will take custody of a child, should formally notify their employer as early as practicable of the intention to take adoption leave. This will allow arrangements associated with the adoption leave to be made.
- (l) After commencing maternity leave or adoption leave, an employee may vary the period of her maternity leave or adoption leave, once, without the consent of the employer and otherwise, with the consent of the employer. A minimum of four weeks' notice must be given, although an employer may accept less notice if convenient.
- (m) Any person who occupies the position of an employee on parental leave must be informed that the employee has the right to return to her former position. Additionally, since an employee also has the right to vary the period of her maternity leave or adoption leave, offers of temporary employment should be in writing, stating clearly the temporary nature of the contract of employment. The duration of employment should also be set down clearly, to a fixed date or until the employee elects to return to duty, whichever occurs first.
- (n) When an employee has resumed duties, any period of full pay leave is counted in full for the accrual of annual and long service leave and any period of

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maternity leave or adoption leave on half pay is taken into account to the extent of one-half thereof when determining the accrual of annual and long service leave.

- (o) Except in the case of employees who have completed fifteen years service the period of parental leave without pay does not count as service for long service leave purposes. Where the employee has completed fifteen years service the period of parental leave without pay shall count as service for long service leave purposes provided such leave does not exceed six months.
- (p) Parental leave without pay does not count as service for incremental purposes. Periods of parental leave on full pay and at half pay are to be regarded as service for incremental progression on a pro-rata basis.
- (q) Where public holidays occur during a period of paid parental leave, payment is at the rate of parental leave received, that is the public holidays occurring in a period of full pay parental leave are paid at the full rate and those occurring during a period of half pay leave are paid at the half rate.
- (r) If because of an illness associated with her pregnancy an employee is unable to continue to work then the employee can elect to use any available paid leave (personal, annual and/or long service leave) or to take personal leave without pay.
- (s) Where an employee is entitled to paid maternity leave, but because of illness, is on paid personal, annual, or long service leave, without pay prior to the birth, such leave ceases six weeks prior to the expected date of the birth. The employee then commences maternity leave with the normal provisions applying.
- (t) Where, because of an illness or risk associated with her pregnancy, an employee cannot carry out the duties of her position, an employer is obliged, as far as practicable, to provide employment in some other position that she is able to satisfactorily perform with no other change to the employee's terms and conditions of employment.
- (u) In the event of a miscarriage any absence from work is to be covered by the current personal leave provisions.
- (v) In the case of stillbirth, an employee may elect to take personal leave, subject to the production of a medical certificate, or maternity leave. The employee may resume duty at any time provided the employee produces a doctor's certificate as to their fitness.
- (w) An employee who gives birth prematurely, and prior to proceeding on maternity leave shall be treated as being on maternity leave from the date leave is commenced to have the child. Should an employee return to duty during the period of paid maternity leave, such paid leave ceases from the date duties are resumed.

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- (x) An employee returning from parental leave has the right to resume their former position. Where this position no longer exists the employee is entitled to be placed in a position nearest in status and salary to that of her former position and for which the employee is capable or qualified in accordance with the provisions of the *Fair Work Act 2009*.

## 20. ANNUAL LEAVE

- (a) Period of leave

- (i) Day workers

A period of 152 hours leave in the case of the 38 hour week employees to be taken in a period of 28 consecutive days shall be allowed annually to an employee after 12 months continuous service (less the period of annual leave). 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.

- (ii) Shift workers

(ii)(a) In addition to the leave prescribed, shift workers, (as defined) who work not less than a total of 20 Saturdays and/or Sundays in any one leave year shall be allowed 38 hours leave, to be taken in a period of seven consecutive days leave including non-working days.

(ii)(b) Where an employee with 12 months' continuous service is engaged for part of the 12 monthly period as a shift worker, he/she shall be entitled to have the period of annual leave hereinbefore prescribed increased by 7.6 hours for each two months he/she is continuously engaged as aforesaid.

(ii)(c) A full-time shift worker shall have added to his/her period of annual leave one day for each statutory holiday mentioned in this Agreement at Clause 21(a), whether or not such holiday is observed on a day which, for that employee would have been a rostered day off. In the alternative, the employee may elect, in lieu of an additional day of annual leave, to be paid an ordinary days pay for a public holiday falling on their rostered day off.

- (ii)(d) Part-time shift worker

The entitlement to public holiday benefits under this Agreement for a part-time shift worker who is rostered off duty on the day on which a public holiday occurs is to be determined as follows:

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- (1) Where a public holiday occurs on a day that a part-time shift worker would normally work, but the Employee is not required by the Employer to work on that day, the part-time shift worker shall have added to his/her period of annual leave an amount equal to the Employee's ordinary hours the Employee would normally have worked on that day.
  - (2) Where a public holiday occurs on a day a part-time shift worker is not rostered to work, the part-time shift worker shall have added to his/her period of annual leave in respect of that public holiday equal to their average daily hours worked by that Employee over the previous six months, or their period of employment by the Employer if less than six months. For clarity, we have set out an example calculation below:

Average hours	Shift length	Additional A/L accrual
24/ 38	8	5.05

- (iii) Executive staff - hospitals

Executive staff (as defined) shall receive five weeks annual leave in cases where such staff are required in the normal course of their duties to attend meetings of the controlling body or its subcommittees outside of their normal working hours. In all other cases annual leave entitlement shall be four weeks per annum.

- (iv) Acting executive staff - hospitals

Where during a period of time staff are acting in an executive position which requires their attendance at meetings of the controlling body or its subcommittees outside of their normal working hours they shall be entitled to an additional one week's leave on a pro rata basis.

- (b) Annual leave exclusive of public holidays

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

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(c) Broken leave

- (i) Leave allowed under the provisions of this clause shall be given and taken in one consecutive period, or if the employer and the employee so agree, in any combination of periods.
- (ii) An employee and employer may agree to defer payment of the annual leave loading in respect of single day absences, until at least five consecutive days have been taken.

(d) Payment for period of leave

- (i) Each employee before going on leave shall be paid the amount of wages he/she would have received in respect of the ordinary time which he/she would have worked had he/she not been on leave during the relevant period.
- (ii) Payment calculated in accordance with the provisions of this clause should be made for the full weeks of leave taken at the time, unless otherwise specified by the employee.
- (iii) Payment shall be made on the designated pay day for the corresponding pay period, unless the employee has requested payment in advance.

(e) Proportionate leave on ending service

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

(i) Day workers

12.67 hours for each completed month of continuous service and pro rata for the final incomplete month of service.

(ii) Shift workers

15.83 hours for each completed month of continuous service and pro rata for the final incomplete month of service in addition to such entitlements established under the provisions of (b).

(iii) Part-time employees



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Annual leave for part-time staff will be calculated using the following formula

$$\frac{\text{Part-time hours worked per annum (including any period of annual leave)}}{\text{Full-time hours per annum}} \times \text{Full-time leave entitlement} = 1$$

(f) Annual leave allowance

During a period of annual leave an employee shall be paid an allowance by way of additional salary calculated on the wages prescribed for the relevant classification in this Agreement, as follows:

(i) Day worker

An employee who during the period of such recreation leave would have worked on day work only - an allowance calculated at the rate of 17.5% of his/her normal salary plus, where applicable, any higher duty allowance or all purpose payment payable to the employee concerned.

(ii) Shift worker

An employee who but for the period of recreation leave would have worked shift work - an allowance calculated at the rate of 17.5% of his/her normal salary plus, where applicable, any higher duty allowance or all purpose payment payable to the employee concerned provided that an employee who would have received shift payments as prescribed by 15(e) to 15(g) inclusive, had he/she not been on recreation leave during the relevant period, and such shift payment would have entitled him/her to a greater monetary amount than an allowance of 17.5% of his/her normal salary, then his/her recreation leave allowance shall be calculated as an amount equivalent to the shift payment he/she would have received in accordance with his/her projected shift roster.

(iii) Provided always that such allowance shall:

(iii)(a) be calculated on the basis of a maximum period in any one leave year of four weeks recreation leave in the case of a day worker and five weeks recreation leave in the case of a shift worker subject to (a)(ii) above;

(g) Calculation of continuous service

Continuous service shall be as defined in s.22 of the Fair Work Act 2009, as amended from time to time.

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(h) Nurse Unit Managers

Nurse Unit Managers shall receive an additional week of annual leave, up to a maximum total of five weeks per annum, in recognition of the requirements of the position and some out-of-hours work required.

The additional week leave is in lieu of any overtime payments (up to a maximum of 38 hours per annum) that may otherwise be payable under the Agreement, provided that all overtime worked by Level 3 nurses as clinical duties shall be paid as per the Agreement.

(i) Taking of leave

(i) Paid annual leave may be taken for a period agreed between an employee and the Employer. The Employer must not unreasonably refuse to agree to a request by the employee to take paid annual leave. Notwithstanding the provisions of this subclause, the Employer may direct an employee to take a period of annual leave in accordance with subclause (j)(ii).

(ii) Annual leave shall be given at a time fixed by the employer after a period not exceeding six months from the date when the right to annual leave accrued (ie: accrued annual leave for a total period of 18 months) and after not less than two weeks' notice to the employee, provided:

- (1) the employee will first be given a reasonable opportunity to submit a plan to reduce their total annual leave accrued balance to not more than 5 weeks within a period of six months (**leave reduction plan**);
- (2) the employer will not unreasonably refuse to agree to an employee's annual leave reduction plan which includes saving leave for an extended vacation within 12 months of the date of agreement to the leave reduction plan. The agreement is to be in writing and signed by both the Employer and Employee.
- (3) the employee can not be directed to take annual leave where such direction would result in the employee being directed to reduce the accrued leave to less than 5 weeks.

(j) Pay in lieu of an amount of annual leave

(i) Upon receipt of a written request by an Employee, the Employer may authorise the Employee to receive pay in lieu of an amount of annual leave.

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- (ii) 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; and
  - (iii) Where an Employee forgoes an entitlement to take an amount of annual leave, 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.

## **21. PUBLIC HOLIDAYS**

- (a) All employees, other than shift workers (subject to the provisions of 20(a)) and casual employees receiving the casual loading, shall be entitled to the following holidays without deduction from their weekly wages:

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

- (b) Show day means not more than one local show day observed on an employee's ordinary working day, other than a Saturday or a Sunday, in the city, town or district in which the employee is employed; or such other day which, in the absence of such a local show day, is agreed on by the employee and the employer.
- (c) Payment for the holidays mentioned in (a) which are taken and not worked, shall be at the normal rate of pay which would have applied to the employee concerned, when if it were not for such holiday, he/she had been at work.
- (d) Where an employee who is entitled to holidays in accordance with (a) is required to work on any day of the holidays mentioned in that subclause, either for part or the whole of such day he/she shall in the case of a shift worker be paid at the rate prescribed in 15(g) and in the case of a day worker be paid at the overtime rate prescribed in this Agreement.
- (e) An employee required to work on any of the holidays mentioned in (a), where such holiday applies at his/her normal place of work but because his/her duties requires the employee to work at a place where the holiday does not apply, shall have the time in lieu of such holiday added to his/her annual leave entitlement.

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- (f) Irrespective of actual day of the week Christmas Day penalties will be paid on the day upon which December 25 falls and Tasmanian *Statutory Holidays Act 2000* as amended.
  - (g) Where an employee is entitled to a holiday in accordance with (a) and is not rostered to work on that holiday, but is recalled to work on that holiday, the employee will be paid his or her ordinary rate for that holiday in addition to payment for recall under clause 18 of the Agreement.
  - (h) Part-time Employees (excluding shift workers)

The entitlement to public holiday benefits under this Agreement for a part-time employee who is rostered off duty on the day on which a public holiday occurs is to be determined as follows:

- (i) Where a public holiday occurs on a day that a part-time Employee would normally work, but the Employee is not required by the Employer to work on that day, the part-time Employee shall be paid an amount equal to the Employee's ordinary rate of pay for the hours the Employee would normally have worked on that day, as set out at subclause (c) above.
- (ii) Where a public holiday occurs on a day a part-time Employee is not rostered to work, the part-time Employee shall receive a payment in respect of that public holiday equal to their ordinary pay for the average daily hours worked by that Employee over the previous six months, or their period of employment by the Employer if less than six months. For clarity, we have set out an example calculation below:

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

- (iii) Notwithstanding where otherwise provided, a part-time Employee who is only ever employed between a Monday to Friday, shall not receive any entitlement to a public holiday which falls on a weekend.

## 22. PERSONAL/CARERS LEAVE

- (a) The paid provisions of this clause apply to full-time and part-time employees only.
  - (i) Amount of paid personal leave
    - (i)(a) Paid personal leave will be available to an employee when they are absent due to:

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personal illness or injury (sick leave); or

for the purposes of providing care or support for an immediate family or household member that is ill/ injured or in the case of an unexpected emergency.

(i)(b) The amount of personal leave to which a full-time employee is entitled depends on how long he or she has worked for the employer and accrues as follows:

(i)(b)(1) 22 hours and 48 minutes; plus 12 hours and 40 minutes for each completed month of service, will be available in the first year of service;

(i)(b)(2) 174 hours and 48 minutes will be available per annum in the second and subsequent years of service.

(i)(c) An employee's entitlement to paid personal/carer's leave accrues progressively during a year of service according to the employee's ordinary hours of work, and accumulates from year to year.

(ii) Immediate family or household

The term immediate family is defined at Clause 10 of the Agreement.

(iii) Personal leave

(iii)(a) An employee who is absent from work on account of personal illness, or on account of injury, shall be entitled to leave of absence on full pay (excluding shift or weekend allowances or overtime penalties) subject to the following conditions and limitations. An employee shall:

(iii)(a)(1) Not be entitled to paid leave of absence for any period in respect of which he/she is entitled to workers' compensation.

(iii)(a)(2) Prove to the satisfaction of the employer that he/she was unable, on account of illness or injury, to attend for duty on that day or days which personal leave is claimed.

(iii)(b) An employee who is certified as unfit for duty because of personal illness/ injury by a registered health practitioner during a period of paid annual leave, shall be given credit for the time so certified

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and the paid annual leave shall be extended by the number of days that the employee has been so certified as unfit for duty.

(b) Part-time employees

Personal leave shall be granted to part-time employees on the same basis as to full-time employees except that the employee shall not, other than as prescribed by (iii)(b) be entitled to accrue paid leave in any one year in excess of the following:

Hours per week	Hours per annum
20 to less than 30	114
30 or more	152

(c) Carer's leave

(i) Employees shall be entitled to use, in accordance with this subclause, any paid personal leave entitlement where required to provide care or support to a member of their immediate family, or a member of their household, who requires care or support because of a personal illness, or personal injury, affecting the member; or an unexpected emergency affecting the member. Employees (including casuals) are entitled to a period of up to two days unpaid carer's leave for each occasion. The Employer may require production of a medical certificate or statutory declaration establishing the illness of the person concerned, the need for the Employee to provide care or support for them during that time and the estimated length of absence. An employee cannot take unpaid carer's leave during a particular period if the employee could instead take paid personal/carers leave.

(ii) The employee shall, wherever practicable, give the employer notice prior to the absence of the intention to take leave, the name of the person requiring care and their relationship to the employee, the reasons for taking such leave and the estimated length of absence. If it is not practicable for the employee to give prior notice of absence, the employee shall notify the employer by telephone of such absence at the first opportunity on the day of absence.

(d) Evidence required for use of personal leave

Employees shall be allowed on 5 occasions, 2 consecutive days of personal leave per fiscal year without a medical certificate from a registered health practitioner or a statutory declaration witnessed by non-employees of Health Care.

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## 23. COMPASSIONATE LEAVE

- (a) An employee is entitled to 3 days of 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:
  - (i) 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 subclause (a); or
  - (ii) after the death of the member of the employee's immediate family or household referred to in subclause (a).
- (c) An employee may take compassionate leave for a particular permissible occasion as a single continuous 3 day period; or 3 separate periods of 1 day each; or any separate periods to which the employee and the employer agree.
- (d) Where the employee is involved in funeral arrangements, travelling etc., leave may be allowed for up to three days for each permissible occasion.
- (e) If the permissible occasion is the contraction or development of a personal illness, or the sustaining of a personal injury, the employee may take the compassionate leave for that occasion at any time while the illness or injury persists.
- (f) If, in accordance with this Clause, an employee, other than a casual employee, takes a period of compassionate leave, the employer must pay the employee at the employee's base rate of pay for the employee's ordinary hours of work in the period. For casual employees, compassionate leave is unpaid leave.
- (g) The employee, if required by the employer, shall supply relevant evidence of the requirement for such leave.
- (h) By mutual agreement between the Employer and Employee, in the event of the death of an employee's child or spouse, a mutually agreed amount of accrued

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sick leave up to 2 weeks can be taken at the employee's request, without production of a medical certificate within the six months following the event. This will be considered on an individual basis.

(i) Exceptional Circumstances Compassionate Leave

(a) Upon approval from the Employer, an employee may access up to 2 days per permissible occasion for use in regard to;

(i) the employee being directly affected by a State declared natural disaster.

Provided that the total that may be accessed by the employee, in regard to (i)(a)(i) is 3 days per annum.

(b) The leave provided under this subclause is paid in the case of permanent employees. In the case of casual employees, the leave is unpaid.

**24. LONG SERVICE LEAVE**

(a) Employees shall be entitled to Long Service Leave in accordance with the provisions of the *Long Service Leave Act 1976*.

(b) Provided further, that if the employment is terminated and the employee has completed 7 but not 10 years continuous service with the employer, the employee will not be entitled to the payment of pro-rata long service leave unless the provisions of the *Long Service Leave Act 1976* (as amended) determine otherwise.

**25. TERMINATION OF EMPLOYMENT**

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



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- (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.

#### Notice of termination by the Employee

- (f) The notice of termination required to be given by the Employee is the same as that required of the Employer, save and except that there is no requirement on the Employee to give additional notice based on the age of the Employee concerned.

#### Instant dismissal

- (g) The Employer shall have the right to dismiss the Employee without notice for serious misconduct as defined by Regulation 1.07 of the Fair Work Regulations and in such cases the wages shall be paid up to the time of dismissal only.

## 26. REDUNDANCY

- (a) Introduction of Change
  - (i) Employer's duty to notify and consult-

Where the Employer has made a definite decision to introduce a major change to production, program, organisation, structure, or technology in relation to its enterprise; and the change is likely to have a significant effect on employees of the Employer, the Employer shall consult with affected employees in accordance with the consultation regarding change provision of this Agreement.

- (b) Voluntary Redundancy

In the event that it is necessary for the employer to make a position(s) redundant, or voluntarily reduce or alter hours which causes a loss of employees

income, the employer will, in the first instance, seek expressions of interest from all staff, in volunteering for a redundancy package.

PROVIDED that, the employer will only be required to seek such expressions of interest from staff employed at the same worksite, in the same classification, with the same hours as the position being made redundant.

In assessing applications for voluntary redundancy, either as a result of a position(s) being redundant or through the reduction or alteration of a position(s) hours which causes a loss of an employees income, the parties acknowledge that the employer will take into account the skill and operational requirements of the enterprise.

(c) Notice Period

The employer undertakes to provide the maximum possible notice of the need to make a position(s) redundant. In all cases however, the minimum period of notice for employees subject to redundancy will be two (2) weeks.

(d) Redundancy Payment

In the event of any redundancies being made necessary the Employer shall pay the following payment to any employee made redundant providing that such payment is no less than the severance prescribed under the NES:

Years of continuous service	Aged less than 45 years			Aged 45 years and over		
	Notice Period	Redundancy	Total (weeks)	Notice Period	Redundancy	Total (weeks)
Less than 1 yr	3	0	3	4	0	4
1 less than 2	3	4	7	4	4	8
2 less than 3	3	6	9	4	6	10
3 less than 4	4	7	11	5	7	12
4 less than 5	4	8	12	5	8	13
5 less than 6	4	10	14	5	10	15
6 less than 7	4	11	15	5	11	16
7 less than 8	4	13	17	5	13	18
8 less than 9	4	14	18	5	14	19
9 and over	4	16	20	5	16	21

For the purposes of this clause, a weeks' full pay shall mean the weekly base rate for the classification; and any applicable penalties; and any all-purpose work related allowances.

(e) All staff who are made redundant shall be given assistance by the employer in seeking suitable alternative employment. Such staff will be granted time off with

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pay to seek alternative employment or to make arrangements for training or re-training. Provided that in the case where the employer facilitates acceptable alternative employment for an employee, including the transfer of all entitlements, the provisions of this redundancy clause shall not apply.

- (f) Acceptable alternative employment will have been provided where the employee is transferred to:
- (i) a position which reflects the individual skills of that employee; and
  - (ii) a position which, as a minimum, provides the same financial and employment benefits (including security of employment) as the position which no longer exists.

## **27. ALLOWANCES**

(a) Licence allowance

- (i) An employee directed by the employer to drive vehicles requiring a licence issued by the relevant authority, shall upon presentation of his/her current licence to the employer, be reimbursed the cost of the driver's licence fee.
- (ii) This provision shall not apply to employees who drive on an occasional basis only.

(b) Meal allowance when required to work away from headquarters

Where the duties of an employee require him/her to travel from his/her headquarters, and he/she, so required is more than 16 kilometres away at his/her normal meal hour, that employee shall, subject to this clause be paid:

- (i) In the case of a meal purchased by the employee at any hotel, boarding house, or public eating place, a meal allowance as set out at Appendix 2 will apply.
- (ii) In case of a meal provided by the employee, a meal allowance as set out at Appendix 2 shall apply.
- (iii) The meal rates are set out at Appendix 2.

(c) Meal to be provided/allowance paid

An employee required to work for more than two hours without being notified on the previous day or earlier that he/she will be so required will be paid an allowance as set out in Appendix 2 or shall be supplied with a meal by the employer.

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(d) Travelling

- (i) An employee who is required to travel in the course of his/her duties shall be reimbursed economy-class fares and all reasonable out-of-pocket expenses.
- (ii) Any employee engaged within Tasmania for employment or who is required to proceed to employment at a distant centre where the period of engagement is not stated shall be paid by his/her employer all fares necessarily incurred in such travelling.
- (iii) Any employee engaged within Tasmania for employment or who is required to proceed to employment at a distant centre for a definite period shall, when he/she completes the term of his/her engagement be paid by his/her employer all fares necessarily incurred in such travelling.
- (iv) A Director of Nursing required to travel on business in connection with the hospital shall be reimbursed all reasonable travelling expenses necessarily incurred.
- (v) Where an employee is required to use his/her own motor vehicle in connection with the business of the hospital, he/she shall be reimbursed in accordance with the Australian Taxation Office rates prevailing at the time.

(e) Excess fares

- (i) Employees required to attend for work at a place other than their regular place of employment shall be reimbursed such additional fares as they may incur.
- (ii) An employee required to work overtime at a time when public transport is not available shall be reimbursed by the employer the reasonable costs of travel from work to home.
- (iii) This provision does not apply to employees who utilise their own vehicle.

## **28. UNIFORMS AND PROTECTIVE CLOTHING**

Sufficient, suitable and serviceable uniforms are provided free of cost to all employees who are required by the employer to wear uniforms. In accordance with this arrangement all staff, on appointment, are provided with two (2) pairs of bottoms, three (3) tops and one (1) jumper/jacket. Replacement of uniform items will be through wear and tear. Health Care will endeavour to provide replacement uniforms, within two (2) months of the request being approved.

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## **29. POST GRADUATE QUALIFICATION ALLOWANCE**

- (a) An employee who has completed a relevant post-graduate study shall receive the following allowance:
  - (i) Graduate Certificate (or equivalent) 4% of their ordinary hourly rate;
  - (ii) Post-graduate Diploma or Degree (other than an undergraduate nursing degree) 6.5% of their ordinary hourly rate;
  - (iii) Masters or Doctorate 7.5% of their ordinary hourly rate.
- (b) Only one qualification allowance at any time applies for each employee. It must be demonstrated that the qualification must be relevant to current area of practice and is being utilised.
- (c) The post graduate allowance shall be taken into account in the calculation of overtime but not in the calculation of annual leave payments.

## **30. PRECEPTOR ALLOWANCE**

- (a) A Preceptor Allowance of \$3.50 per hour shall be paid to employees who are required to act as preceptors.
- (b) The allowance shall only be paid for the period which the employee is required to act as a preceptor and in the case of the qualified allowance the registered nurse must be approved by the Director of Nursing as an accredited preceptor and the enrolled nurse must have completed appropriate preceptor training.
- (c) The employer commits to facilitate nurses to attend preceptor training in paid time.

## **31. IN-CHARGE ALLOWANCE**

- (a) A nurse who is designated as "in-charge" of the Hospital shall be paid an allowance of \$44.50 for that shift.
- (b) A Level 1 or Level 2 nurse who is designated as "in-charge" of a unit for a shift shall be paid an allowance of \$22.25 for that shift.
- (c) A Level 2 nurse who performs the duties of a Level 3 nurse shall be paid at the minimum rates prescribed for the higher position as per the rates in Schedule 1, provided that they are performed for a minimum of two days.

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## 32. PROFESSIONAL DEVELOPMENT

### (a) Study Leave

The parties to this Agreement recognise the importance of study leave to enable nurses to maintain and update professional competencies.

Each full time nurse will be entitled to up to 104 hours non-cumulative paid study leave (pro rata for part time nurse) per calendar year for post graduate study relevant to nursing.

### (b) Conference/Seminar Leave

(i) Each full time nurse (pro rata, for part time nurse) is entitled to the equivalent up to thirty-two (32) hours paid conference / seminar leave per annum.

(ii) The time and manner of taking any entitlement under this provision is to be mutually agreed between the employer and the employee and the course and means of dissemination of conference/seminar information is to be approved by hospital management. Should mutual agreement not be possible on repeated occasions this matter is to be referred to the Director of Nursing or their delegate for resolution under the dispute resolution process.

(iii) All travel, accommodation and registration costs will be paid by the employer, when the employer selects the employee for the conference/seminar.

(iv) Where a nurse is released for professional development leave that position will be backfilled unless it can be clearly demonstrated that such backfill is not required. The parties recognise that there will be periods and positions where backfill is not required.

(v) Level 2 Nurses shall provide in-service education at ward level 2 times in each fiscal year and shall be given two (2) hours paid time to prepare for each one (1) hour session.

(vi) All staff granted conference/seminar leave will be required to provide an in-service to other staff on the learning from the leave and to provide a report to the Director of Nursing on the learnings from the conference/seminar.

### (c) Reimbursement of approved professional development expenses

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- (i) The Employer agrees to reimburse full-time employees for expenses incurred by the employee up to the value of \$300 per annum (pro-rata for part time employees) for undertaking professional development approved by the Employer. Such reimbursement will be conditional on the provision by the employee of relevant receipts/ evidence of expenses incurred to the Employer.

### **33. SALARY SACRIFICE**

- (a) The employer may provide salary sacrificing to superannuation following a written application from the employee to have their gross salary reduced by an amount nominated by the employee as salary sacrificing contribution for the benefit of the employee.
- (b) The employee must complete the application form provided by the employer. The employer must approve the salary sacrificing application form before the employee's salary is adjusted for salary sacrificing contributions.
- (c) The employee will receive their post salary sacrificing cash salary for periods of annual leave, long service leave, and other periods of paid leave provided the salary sacrificing contribution is paid.
- (d) Should changes occur in tax laws or practice such that the employer incurs a cost or expense under or in respect of salary sacrificing agreements, such agreements cease to apply on the employer giving one month's notice.
- (e) If other changes occur which effects the employee's salary sacrifice, the employee may, upon one month's notice in writing, terminate or vary the salary sacrifice agreement.

### **34. BANKABLE HOURS**

- (a) A full-time or part-time nursing employee may, by agreement with their unit manager or Director of Nursing:-
  - (i) Work less than their daily, weekly or fortnightly rostered or contracted hours and work those hours at a later date; or
  - (ii) Work more than their daily, weekly or fortnightly rostered or contracted hours and take time off in lieu of payment for the additional hours worked or set off the additional hours worked against any hours banked under the sub-clause above.
- (b) This agreement is to be made under the system as outlined in Appendix A.

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- (c) The employer will not unreasonably refuse to allow employees to bank overtime hours under the system outlined in Appendix A.

### **35. REDEPLOYMENT TO CLINICAL AREAS**

The parties agree that nursing staff may be redeployed to other clinical areas within the hospital. Clinical competence of such staff will be taken into consideration when allocating patients however equity for all staff needs to be considered in all redeployment.

### **36. ENROLLED NURSES**

- (a) In recognition for Enrolled Nurses who have medication endorsement on their annual practising certificate recognised by the National Board of Nursing and Midwifery shall be paid in accordance with Enrolled Nurse Level 2.
- (b) The rate of payment for an Enrolled Nurse Level 2 shall be as detailed in Schedule 1 of this Agreement.
- (c) Where an Enrolled Nurse is undertaking training for medication endorsement, the employer will ensure that that nurse has access to a National Board of Nursing and Midwifery approved assessor and will cover the cost of access to such an assessor.

### **37. SHIFTS IN MATERNITY**

- (a) By mutual agreement, midwives in the "Know Your Midwife" Program may extend their hours of work up to a maximum of twelve (12) hours per day to be paid at ordinary rates. Normal shift penalties will apply.
- (b) By mutual agreement rostered midwives may extend their hours of work up to a maximum of twelve (12) hours per day for the purpose of providing continuity of care, to be paid at ordinary rates. Normal shift penalties will apply.
- (c) Following a "Know Your Midwife" Program shifts of five (5) hours or less, by mutual agreement the midwife may have a break between shifts of less than eight (8) hours.

### **38. DAYLIGHT SAVINGS**

On the night shift when changing to and from Daylight Savings, hours paid will be for actual hours worked, at ordinary shift rates.



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### **39. CANCELLATION OF CASUAL SHIFT**

The employer shall provide 4 hours' notice of the cancellation of a shift. Any casual employee who does not receive the above notice shall be paid two (2) hours ordinary time payment plus payment of any childcare cancellation fees if appropriate. Where applicable, the employee shall provide proof of payment of childcare cancellation fees where they are claiming reimbursement.

### **40. PART-TIME SHIFT WORKERS**

Where additional shift work hours become available, part-time shift workers shall have first option of those hours. The employer shall take reasonable steps to ensure that the distribution of additional shifts to existing staff is equitable. The employer should provide 24 hours' notice of the cancellation of a shift.

### **41. PAYMENT OF WAGES**

#### *Time and interval of payment*

- (a) Wages including overtime shall be paid during working hours, at intervals of not more than two weeks and not later than Thursday.
- (b) When a public holiday falls on a normal pay day wages shall be paid on the last working day prior to the public holiday.
- (c) The present pay day and time of payment shall not be varied, except after consultation with the employee(s) concerned and an agreed phasing-in period.

#### *Method of payment*

- (d) Payment of wages shall be by direct bank deposit or some other method agreed by the employer, provided that any employee may nominate which bank or financial institution shall receive the payment of wages.
- (e) The present method of payment shall not be varied, except after consultation with the employee(s) concerned and an agreed phasing-in period.

#### *Statement of wages*

- (f) On or prior to pay day the employer shall provide to the employee, particulars in writing, setting out full details of the wages the employee is entitled to. The pay slip will specify the following matters:
  - (i) the employer's name; and
  - (ii) the employee's name; and
  - (iii) the period to which the pay slip relates; and

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- (iv) the date on which the payment to which the pay slip relates was made; and
  - (v) the gross amount of the payment; and
  - (vi) the net amount of the payment; and
  - (vii) any amount paid to the employee that is a bonus, loading, allowance, penalty rate, incentive-based payment or other separately identifiable entitlement; and
  - (viii) the Australian Business Number of the employer; and
  - (ix) the employee's annual rate of pay as at the latest date to which the payment relates; and
  - (x) the amount of each superannuation contribution that the employer made during the period to which the pay slip relates, and the name, or the name and number, of any fund to which the contribution was made; and
  - (xi) the employee's accrued annual leave entitlements; and
  - (xii) the employee's accrued personal leave entitlements;

*Late payment of wages*

- (g) Payment during waiting time for late wages
- (h) Except in circumstances beyond the control of the employer and subject to the employer making agreed alternative arrangements an employee kept waiting for wages on the normal pay day after the usual time for ceasing work for more than a quarter of an hour shall be paid at overtime rates after that quarter of an hour with a minimum payment for a quarter of an hour and payment shall continue on that day until advised that payment will not be forthcoming on that day.
- (i) Further, such payment at overtime rates 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 effected.
- (j) 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.
- (k) For the purposes of this clause the ordinary rates shall be exclusive of premiums, loadings or penalties.

*Agreed alternative arrangements – no penalty to apply*

- (l) The above shall have no effect in circumstances whereby payment cannot be effected on pay day but the employer and employee agree to alternative arrangements for payment.

*Alternative arrangement broken – penalty to apply*

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- (m) Should however, the employer fail to discharge payment in accordance with the terms of the alternatively agreed arrangement, as provided above the employee shall be deemed to have been kept waiting for payment since pay day and shall thereby be entitled to payment in accordance with the above until such time as payment is affected.

*Allowances not taken into account*

- (n) Allowances prescribed by this agreement other than higher duties allowance, certificate and/or diploma allowance shall not be taken into account in the compilation of overtime and penalty rates prescribed herein.
- (o) Notwithstanding the foregoing, the casual loading payable to casual employees shall be taken into account when calculating penalty rates payable for weekend and public holiday shifts, but shall not be taken into account when calculating overtime payments on public holiday shifts.

*Payment on termination*

- (p) Where employment is terminated summarily or on the giving of the prescribed notice all moneys owing shall, where practical, be paid to the employee on termination.
- (q) If payment on termination is not practical the employer shall, on the next working day of the pay office send to the employee's recorded home address all moneys due by registered post, or, if agreed between the employer and employee, the employer shall make the moneys available at a nominated location.

**42. DISCIPLINARY PROCEDURE**

- (a) Where disciplinary action may be necessary, the management representative shall notify the employee of the issues in writing and the employee will be given an opportunity to respond to these issues. In the event that the employee's response is unsatisfactory, a first warning in writing may be issued. This warning will be recorded on the employee's personnel file.
- (b) If there are further performance or conduct issues, the Employee will again be notified in writing of the matter and a response requested from the Employee. If appropriate, a second warning in writing will be given to the Employee and recorded on the Employee's personnel file.
- (c) In the event that there are further performance or conduct issues, the Employee will again be notified in writing of the matter and a response requested. If

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appropriate, a final written warning will be issued to the Employee and recorded on the Employee's personnel file.

- (d) In the event of further performance or conduct issues, then the Employee may be terminated after the matters have been investigated and reasons sought from the Employee.
- (e) Notwithstanding the above process, for serious matters pertaining to conduct or performance the Employer may also issue a "final warning" in the first instance. A "final warning" shall be such that the employee is notified that in the event that there are further performance or conduct issues the employee may be terminated. Further, termination or summary dismissal of an Employee may still occur for acts of serious misconduct.
- (f) During all steps in the Disciplinary Procedure, the Employee has the right to representation of his or her choice. The Employer may be represented by the representative of their choice.
- (g) Records relating to disciplinary procedures will be disregarded where a continuous period of 12 months elapses without further warning/s.
- (h) This clause shall not apply until the Employee has completed a period of employment with the Employer of at least the minimum employment period as prescribed in the Fair Work Act 2009.

#### **43. FLEXIBILITY ARRANGEMENT**

- (a) An employer and employee covered by this enterprise agreement may agree to make an individual flexibility arrangement to vary the effect of terms of the agreement if:
  - (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 employer and the individual employee must have genuinely made the agreement without coercion or duress.
- (b) The employer must ensure that the terms of the individual flexibility arrangement:

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- (i) are about permitted matters under section 172 of the *Fair Work Act 2009*; and
  - (ii) are not unlawful terms under section 194 of the *Fair Work Act 2009*; and
  - (iii) result in the employee being better off overall than the employee would be if no arrangement was made.
- (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 enterprise agreement that will be varied by the arrangement; and
    - (2) how the arrangement will vary the effect of the terms; and
    - (3) how the employee will be better off overall in relation to the terms and conditions of his or her employment as a result of the arrangement; and
  - (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.
- (f) The relevant employee may appoint a representative for the purposes of the procedures in this term.

#### **44. RELATIONSHIP TO NATIONAL EMPLOYMENT STANDARDS**

Entitlements in accordance with the National Employment Standards (“NES”) are provided for under the Fair Work Act 2009. 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.

#### **45. LEAD APRON ALLOWANCE**

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Where an employee is required to wear a lead apron in the performance of radiographic duties such employee shall be paid an allowance of \$2.50 per hour or part thereof for such time spent wearing the lead apron.

#### **46. CEREMONIAL LEAVE**

An employee who is legitimately required by Aboriginal tradition to be absent from work for Aboriginal ceremonial purposes will be entitled to up to ten working days unpaid leave in any one year, with the approval of the employer.

#### **47. COMMUNITY SERVICE LEAVE**

Community Service Leave is provided for in the NES.

#### **48. HIGHER DUTIES**

An employee, who is required to relieve another employee in a higher classification than the one in which they are ordinarily employed will be paid at the higher classification rate provided the relieving is for three days or more.

A Nurse Unit Manager who relieves the Director of Nursing for one day or more, will be paid higher duties at the Director of Nursing level as stated in the wage rate schedule.

#### **49. FAMILY VIOLENCE LEAVE**

The Employer recognises that Employees sometimes face situations of violence or abuse in their personal life that may affect their attendance or performance at work. The Employer seeks to develop a supportive workplace in which victims of family violence can come forward for help and support.

(a) Definition of Family Violence

The employer accepts the definition of family violence as stipulated in the *Family Violence Act 2004 (Tas)*. The definition of family violence includes physical, sexual, financial, verbal or emotional abuse by a family member.

(b) General Measures

(i) Proof of family violence may be required and can be in the form of an agreed document issued by the Police Service, a Court, a Doctor, district nurse, maternal and health care nurse or a Family Violence Support Service or Lawyer. A signed statutory declaration can also be offered as proof.

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- (ii) All personal information concerning family violence will be kept confidential in line with the Employer's Privacy Policy and relevant legislation.
  - (iii) Contact officers from the Employer will be trained in family violence and privacy issues. The names of these contact officers will be made available within the workplace.
  - (iv) An Employee experiencing family violence may raise the issue with their immediate supervisor/manager and/or the trained contact officer(s). The supervisor/manager may seek advice from Human Resources if the Employee chooses not to see the Human Resources contact.
  - (v) Where requested by an Employee, the contact officer(s) will liaise with the Employee's supervisor/manager on the Employee's behalf, and will make a recommendation on the most appropriate form of support to provide in accordance with subclauses (c) and (d).
- (c) Individual Support
- (i) In order to provide support to an Employee experiencing family violence and to provide a safe work environment to all Employees, the Employer will approve a request from an Employee experiencing family violence for the following, providing the request is reasonable in all the circumstances:
    1. changes to their span of hours or pattern or hours and/or shift patterns;
    2. job redesign or changes to duties within their skills and capabilities;
    3. relocation to suitable employment within the workplace;
    4. a change to their telephone number or email address to avoid harassing contact;
    5. any other appropriate measure including those available under existing provisions for family friendly and flexible work arrangements.
  - (ii) An employee experiencing family violence will be offered a referral to the Employee Assistance Program (EAP) and/or other local resources.
  - (iii) The Employer will make available a pack of resource information in regard to family violence and support services available. An employee that discloses to the Employer that they are experiencing family violence will be given a resource pack of information regarding support services.

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(d) Leave

- (i) The employer will provide employees who are victims of family violence and need time off work for medical or legal assistance, court appearances, counselling, relocation, or to make other safety arrangements with flexibility to use their personal/carers leave for such purposes.
- (ii) In addition, the employer will provide up to five paid days exceptional circumstances leave per annum. This leave may be taken as consecutive or single days or as a fraction of a day. This leave will not be accrued.
- (iii) The Employee will apply in advance for this leave wherever possible.
- (iv) An employee who supports a person experiencing family violence may take carer's leave to accompany them to court, to hospital, or to mind children.



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I am authorised to sign this Agreement on behalf of HEALTH CARE BURNIE PTY LTD



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SIGNATURE

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Keith Cock, CEO

Address: 21 Brickport Rd.  
Burnie TAS 7320

Date 14 - 9 - 16

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I am authorised to sign this Agreement as the nominated employee bargaining representative on behalf of AUSTRALIAN NURSING AND MIDWIFERY FEDERATION (TASMANIAN BRANCH)

  
SIGNATURE

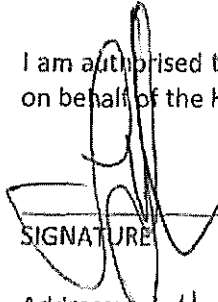
NEROLI ELLIS  
PRINT NAME AND TITLE

Address: 182 Macquarie St, Hobart TAS 7000

Date 14/9/16

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I am authorised to sign this Agreement as the nominated employee bargaining representative on behalf of the Health Services Union, Tasmanian Branch.

  
SIGNATURE

Tim Jacobson (State Secretary)  
PRINT NAME AND TITLE

Address: 11 CLARE ST  
NEW TOWN TAS 7008

Date 15/9/16

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## SCHEDULE 1: EMPLOYMENT CLASSIFICATIONS

### Classifications

**Nurse** means a nurse registered as such with the *Health Practitioners Regulation National Law Act (Tasmania) 2010*.

**Enrolled Nurse** means a nurse registered as such with the *Health Practitioners Regulation National Law Act (Tasmania) 2010*.

**Registered Nurse - Level 1** means a Registered Nurse who is not otherwise classified within a level of Registered Nurse positions.

**Registered Nurse - Level 2** means a Registered Nurse who is appointed as such, and:

- (a) has demonstrated competence in basic nursing practice and the ability to provide direct care in more complex nursing care situations; and
- (b) has the ability and skills to provide guidance to Registered Nurses - Level 1; and
- (c) is employed within a clinical unit;

**Registered Nurse - Community Health/Domiciliary** means a Registered Nurse employed in this setting and who is not otherwise classified.

**Registered Nurse - Level 3** means a Registered Nurse who is appointed as such, and may be referred to as: Clinical Nurse Consultant or Staff Development Nurse.

- (a) **Clinical Nurse Consultant**  
Coordinates the delivery of care in a clinical unit and may provide direct care to selected patients/clients/resident with complex care requirements and is accountable for standards of nursing care in a clinical unit;
- (b) **Staff Development Nurse**  
Is responsible for the conduct, evaluation and planning of education programmes and/or staff development for a specified

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group of nurses, or education programmes for patients/clients and others.

**Nurse Unit Manager** – Coordinates the delivery of care and is responsible and accountable for the management of resources within a management unit.

**Registered Nurse - Level 4** means a Registered Nurse who is appointed as such and may be referred to as Assistant Director of Nursing - Clinical; Assistant Director of Nursing - Management; Assistant Director of Nursing - Staff Development.

- (a) **Assistant Director of Nursing - Clinical** is responsible for the formulation, co-ordination and direction of policies for clinical nursing practice and is accountable for the standards of nursing care in an assigned number of clinical units;
- (b) **Assistant Director of Nursing - Management** is responsible and accountable for management resources in an assigned number of management units;
- (c) **Assistant Director of Nursing - Staff Development** is responsible for the co-ordination, development and evaluation of post-basic education courses approved by the *Health Practitioners Regulation National Law Act (Tasmania) 2010* development programmes.

**Registered Nurse - Level 5** means a Registered Nurse who is appointed as Director of Nursing and who is a member of the executive management team, responsible and accountable for the overall coordination of the Nursing Division.

**Student/Trainee Enrolled Nurse** means an employee undergoing training in an approved course in enrolled nursing under the provisions of the *Health Practitioners Regulation National Law Act (Tasmania) 2010*.

**Nurse Practitioner** is a registered nurse/midwife appointed to the role; has obtained an additional qualification relevant to the state regulating authority to enable them to become licensed Nurse practitioners. A Nurse practitioner is authorised to function autonomously and collaboratively in an advanced and extended clinical role.

The nurse practitioner is able to assess and manage the care of clients/residents using nursing knowledge and skills. It is dynamic practice that incorporates application of high level knowledge and skills, beyond that required of a registered nurse /midwife in extended practice across stable, unpredictable and complex situations.

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

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

The Nurse practitioner is authorised to directly refer clients/residents to other health professionals, prescribe medications and order diagnostic investigations including pathology and plain screen x-rays. Nurse practitioners exhibit clinical leadership that influences and progresses clinical care, policy and collaboration through all levels of health service.

APPENDIX 1 –WAGE RATE SCHEDULE

Classification	Current	FFPPOA 1.7.16	FFPPOA 1.7.17	FFPPOA 1.7.18
Enrolled Nurse				
1st year of service	52922	54509.66	56144.95	57829.30
2nd year of service	53219	54815.57	56460.04	58153.84
3rd year of service	55166	56820.98	58525.61	60281.38
4th year of service	56287	57975.61	59714.88	61506.32
5th year of service	57410	59132.30	60906.27	62733.46
Enrolled Nurse - Level 2				
1st year of service (Certificate Entry)	58570	60327.10	62136.91	64001.02
2nd year of service (Diploma Entry)	60217	62023.51	63884.22	65800.74
3rd year of service	61945	63803.35	65717.45	67688.97
Registered Nurse - Level 1				
1st year of service	61984	63843.52	65758.83	67731.59
2nd year of service	64717	66658.51	68658.27	70718.01
3rd year of service	67452	69475.56	71559.83	73706.62
4th year of service	70183	72288.49	74457.14	76690.86
5th year of service	72919	75106.57	77359.77	79680.56
6th year of service	75648	77917.44	80254.96	82662.61
7th year of service	78388	80739.64	83161.83	85656.68
8 <sup>th</sup> year of service	79298	81676.94	84127.25	86651.07
Registered Nurse - Level 2				
1st year of service	80393	82804.79	85288.93	87847.60
2nd year of service	82269	84737.07	87279.18	89897.56
3rd year of service	84132	86655.96	89255.64	91933.31
4th year of service	86004	88584.12	91241.64	93978.89
Registered Nurse - Community Health/Domiciliary				
1st year of service	71984	74143.52	76367.83	78658.86
2nd year of service	78201	80547.03	82963.44	85452.34
3rd year of service	80395	82806.85	85291.06	87849.79
4th year of service	82269	84737.07	87279.18	89897.56
5th year of service	84131	86654.93	89254.58	91932.22
6th year of service	86004	88584.12	91241.64	93978.89

Registered Nurse - Level 3				
1st year of service	89506	92191.18	94956.92	97805.62
2nd year of service	91611	94359.33	97190.11	100105.81
3rd year of service	93710	96521.30	99416.94	102399.45
4th year of service	95819	98693.57	101654.38	104704.01
Registered Nurse – Nurse Unit Manager				
1st year of service	100512	103527.36	106633.18	109832.18
2nd year of service - Co	102020	105080.60	108233.02	111480.01
3rd year of service	103550	106656.50	109856.20	113151.88
4th year of service	105104	108257.12	111504.83	114849.98
Registered Nurse - Level 4				
Grade 1	107030	110240.90	113548.13	116954.57
Registered Nurse - Level 5				
Grade 2	115210	118666.30	122226.29	125893.08
Nurse Practitioner				
1st year of service	108130	111373.90	114715.12	118156.57
2nd year of service	110767	114090.01	117512.71	121038.09
3rd year of service	113405	116807.15	120311.36	123920.71

**Nurse Undertaking Post Graduate Training**

**A Registered Nurse or Enrolled Nurse up to and including the classification of Registered Nurse - Level 3 whilst undertaking post basic training shall be paid at his/her existing salary rate and shall retain his/her normal incremental progression whilst undergoing such training.**



APPENDIX 2 – ALLOWANCE SCHEDULE

Allowance	Current	FFPPOA 1.7.16	FFPPOA 1.7.17	FFPPOA 1.7.18
<b>CL16 (d) (i) Meal (Lunch or Evening Meal)</b>				
Two Courses	6.62	6.82	7.02	7.23
Single hot or cold main course	4.8	4.94	5.09	5.25
Single (other course ie soup or sweet)	3.85	3.97	4.08	4.21
All breakfasts	3.85	3.97	4.08	4.21
Minimum for each meal	3.85	3.97	4.08	4.21
<b>CL 17 Overtime (f) meal allowance</b>				
	12.02	12.38	12.75	13.13
	10.82	11.14	11.48	11.82
<b>CL 27 (b) (i) Work away from headquarters</b>				
Breakfast	9.90	10.20	10.50	10.82
Lunch (or midday meal)	10.92	11.25	11.59	11.93
Dinner (or evening meal)	19.24	19.82	20.41	21.02
Employee Provided meal	2.88	2.97	3.06	3.15
<b>CL 27(c) Meal to be provided/allowance paid</b>	12.42	12.79	13.18	13.57

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## APPENDIX A –BANKING OF HOURS

1. A nursing employee who works less than her/his rostered or contracted hours shall nevertheless be paid as if those rostered or contracted hours have been worked during the roster cycle or contract period.
2. Hours banked under this provision will be banked on the basis of their ordinary time equivalent.
3. Overtime hours banked under this provision will be banked on the basis of clause 17(b).
4. Hours worked under this provision outside the spread of ordinary hours will be converted to the applicable penalty rate equivalent (for example, 3 hours worked on a Saturday will use 4 1/2 hours of banked time)
5. A nursing employee may not accumulate more than one-hundred and fifty-two (152) hours of normal hours (positive or negative) in her/his bank at any one time.
6. Nursing employees who have accumulated hours to be worked must be given first option to work additional hours prior to the use of on-call or casual nursing employees.
7. A nursing employee who agrees to work banked hours on a shift on which a shift allowance is payable shall receive a pro rata allowance for those hours worked on that shift.
8. The Employer must keep proper records of all hours accrued and worked by each nursing employee.
9. A nursing employee shall be entitled to full access to her/his record of hours accrued and worked under this provision.
10. Where on termination of employment a nursing employee has not worked all her/his banked hours, the Employer may deduct monies paid to the nursing employee for those banked hours for any entitlements owing to the nursing employee by the Employer including payment for accrued annual leave and long service leave at the ordinary rate of pay.
11. Where on termination a nursing employee has not taken time off in lieu of additional hours worked, the nursing employee shall be paid for those additional hours worked at the ordinary rate of pay.
12. Banked hours will be taken at times mutually agreed between the employer and employee.
13. Where an employee is required to make-up hours those hours may be worked in shifts of up to 10 hours duration by mutual agreement at ordinary time for the purposes of making-up time up to ordinary contracted hours for a particular week or roster cycle.

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14. Banked hours must be taken within 12 months of accrual. Similarly, an employee must make up any hours owed to the employer within 12 months.

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## APPENDIX B –PRINCIPLES OF WORKLOAD MANAGEMENT

The following principles will be adhered to in staffing each unit/area in order to ensure efficient use of resources.

### 1. Duty to prevent sustained unreasonable workload

The employer shall ensure that the work to be performed by an employee to whom this arrangement applies constitutes a workload at a level that is not a sustained manifestly unfair or unreasonable workload having regard to the skills, experience and classification of the employee.

### 2. Duty to allocate and roster nurses in accordance with process consistent with reasonable workload principles

- 2.1 Reasonable workload principles shall include the application of Hours per Patient Day (HpPD) model.
- 2.2 At each ward and unit, the Clinical Nurse Manager (CNM) shall consult with nursing staff on the application of the HpPD workload tool. Consideration will be given to direct nursing hours.

### 3. Key Principles

The following key principles will be considered for rostering outcomes to meet estimated workloads:

- Clinical assessment of patient needs;
- The demands of the environment such as ward layout;
- Statutory obligations including workplace safety and health legislation;
- The requirements of nurse regulatory legislation and professional standards; and
- Reasonable workloads.
- Appropriate skill mix.
- National standards where applicable will be considered for specialty practice settings

### 4. Rostering

- Nurse Unit Managers shall have 8 management hours per week. These hours are indirect nursing hours and therefore a patient load is not to be allocated.

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- Level 2 Registered Nurses shall be allocated sufficient non-clinical time to undertake portfolio requirements.
  - Days off following night duty shall not include the sleep day following the worked night shift, unless by mutual agreement.

## **5. Grievance Procedure**

A grievance in relation to workloads shall in the first instance be raised with the appropriate manager. If the matter remains unresolved then, the dispute resolution process detailed in this Agreement will be followed. The internal stages of the grievance shall be concluded within 10 working days.

The grounds for a grievance may include but not be limited to:

- Unreasonable or excessive patient care or nursing duties is required of a nurse other than occasionally and infrequently;
- To perform nursing duty to a professional standard, a nurse is effectively obliged to work unpaid overtime on a regularly recurring basis;
- A reasonable complaint to the appropriate manager about capacity to observe mandatory patient care standards has not been responded to or acted upon within a reasonable timeframe;
- A particular nurse or group of nurses is being consistently placed under an unreasonable or unfair burden or lack of adequate professional guidance because of the workload or the staffing skill mix of the team;
- The workload denies any reasonable access to professional development.

## **6. Training and Education**

- 6.1 NWPH will provide training and education to assist staff in understanding the application of the rostering principles.
- 6.2 The preceptor shall have their patient load reduced by 50% on the following days of precepting:
- Student: One full day during the term of placement
  - New Graduate: For 2 days at the commencement of each rotation.
- 6.3 Orientation of new staff members will attract a reduced load by 50% on the first day but no preceptor allowance.

## **7. LEVEL 2 - REGISTERED NURSE RATIO**

- 7.1 The minimum number of full-time equivalent (FTE) at Level 2 shall be:

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- 7.1.1 In the case of a hospital - 25% of the Registered Nurse FTE positions in each worksite.
  - 7.1.2 Provided that positions at Level 4 and above shall not be taken into account for the purpose of the calculation.

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## APPENDIX C –MIDWIFERY GROUP PRACTICE PROGRAM

### 1. Application

- 1.1 Notwithstanding anything to the contrary, the following clauses of the Agreement, shall not apply to Nurses engaged to work in the Midwifery Group Practice Program (“MGPP”) with the Employer:
- (a) Clause 12: Hours of Work – Ordinary Hours of Work
  - (b) Clause 15: Penalty Rates and Shift Allowances;
  - (c) Clause 17: Overtime;
  - (d) Clause 18: On call/ Recall;
  - (e) Clause 20(f): Annual Leave allowance; and
  - (f) Clause 21: Public Holidays
- 1.2 The provisions pertaining to Hours of Work, Penalty Rates, Overtime, On call and Recall, Annual Leave, Annual leave loading and Public Holidays for nurses employed to work in the MGPP are set out herein.

### 2. MGPP Model of Care

- 2.1 The following broad principles in regard to the Model of Care must be met
- 2.1.1 Midwifery Group Practice (“MGP”) as a contemporary model of care is based on continuity of carer where an assigned Midwife is responsible for the primary care of the women’s pregnancy, birth and postnatal recovery;
  - 2.1.2 The conditions herein provide sufficient flexibility for MGP Midwife to utilize discretion within group practices, using agreed protocol and clinical guidelines in order to best meet the needs of each woman;
  - 2.1.3 Any participation in the model is voluntary for midwives and pregnant women; and
  - 2.1.4 Appropriate back up and support is provided at all times, including the ability to hand over to other suitably qualified and skilled midwives (including midwives who do not work in the model).
- 2.2 As a MGP midwife the employee is allocated the full care of a caseload of 35 to 45 women during the course of any full calendar year. Provided that:
- 2.2.1 The allocation of women to the caseload will take into account the employee’s existing caseload (if any), the employee’s skill level and the complexity of care that is required by the women;

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2.2.2 The employee's caseload will be reviewed at least every three (3) months having regard to the complexity of care required for the woman assigned to the employee and the employee's recorded debit or credit hours worked; and

2.2.3 During absences of other MGP midwives, planned or unplanned leave of one (1) week or less, it is acknowledged that an employee's caseload may fluctuate.

### **3. Hours of Work**

3.1 The hours of work will be averaged over a twelve (12) week period. Provided that the total ordinary hours worked will be 456 hours in the 12 week period. The employee will work an average of 152 ordinary hours in a four (4) week period. The employee may therefore work less or more hours in a four (4) week period within the range of a minimum of 142 hours and a maximum of 162 hours in the four (4) week period.

3.2 Prior approval from Health Care must be obtained for any hours to be worked by the employee in excess of 456 hours in a twelve (12) week period.

3.2.1 Hours worked by the employee in excess of 456 hours in a twelve (12) week period will be paid at the applicable overtime rate set out in the Enterprise Agreement. Provided that the NUM will review the employee's hours of work and the MGP to ensure the employee's future hours of work fall within the minimum or maximum hours and prior approval is required for any work in excess of 456 hours in the 12 week period.

### **3.3 Employees:**

3.3.1 are required to work with sufficient flexibility to meet the assessed needs of women in the employee's care in accordance with the MGP;

3.3.2 are not required to work in excess of 8 hours on a day and can choose to hand over the care of the employee's patient at that time. However the employee has the discretion to work up to but not in excess of 12 hours to meet the presenting needs of the women in the employee's care;

3.3.3 are not permitted to work in excess of 8 consecutive days;

3.3.4 are required to have at least eight consecutive hours off duty between the work of successive days.

3.3.5 will have an average of four (4) days off duty per fortnight. Such days will be free from planned work and on call commitments. The employee will be provided with a minimum of two (2) days in succession off in a fortnight;

3.3.6 must maintain an accurate and timely record of hours that the employee works. The employee's work activities will include but are not limited to:

- Face to face consultations;



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- Phone calls;
  - Accompanying women to consultations with other health professionals; and
  - Activities related to the model of care/ MGP practice.

3.3.7 The duration of the work period will include all scheduled and unscheduled activities within the span making up the 8 hour work period. Provided that, where there is a break between episodes of work of one hour or less, the duration of that break will be treated as a continuation of time worked.

3.3.8 A period of at least 8 continuous hours within a 24 hour period will be free of duty except in exceptional circumstances where the midwife is required to return to work to care for a birthing woman.

#### **4. Remuneration**

4.1 Employees engaged under MGPP will be paid a Salary. The Salary is calculated on the basis of the rate of pay prescribed in the Enterprise Agreement for the respective Classification at Appendix 1 plus an additional 30% loading in recognition of the flexible patterns of work required of the employee working under these arrangements.

4.2 Part time midwives will receive salary and conditions, as well as allocation of caseload on a pro-rata basis.

4.3 Payment will be made fortnightly as a 76 hour averaged salary (pro-rata for part time caseload midwives).

#### **5. Leave**

5.1 The rules set out in the Enterprise Agreement in relation to the taking and accrual of annual leave, personal leave, compassionate leave, parental leave, long service leave and community service leave apply to employees employed in accordance with Appendix C.

5.2 The employee will be entitled to five (5) weeks' annual leave (190 hours) per annum. Such leave accrues progressively during a year of service according to the employee's ordinary hours of work and accumulates from year to year. Annual leave will be paid as per 4.1 of this Clause. Leave loading does not apply.

5.3 Notwithstanding the requirements for an additional week of annual leave prescribed for shiftworkers at Clause 20(a)(ii) of the Enterprise Agreement, the employees under Appendix C will be entitled to the additional week of annual leave. Leave loading does not apply.

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## **6 Phone**

6.1 The employee is to provide his/ her own phone for use in connection with the performance of the Duties to the extent that it is necessary. Healthe Care will reimburse the employee for the use of his/her own phone in the performance of the Duties at the rate of \$25 per fortnight.

## **7. Motor Vehicle**

7.1 Employees provide their own motor vehicle for use in connection with the performance of the MGPP Duties to the extent that it is necessary.

7.2 Use of an employee's own motor vehicle in the performance of the Duties will impose the following obligations on the employee:

7.2.1 The employee must hold a current Australian driver's license. Any loss or suspension of such license may result in the termination of the employee's employment;

7.2.2 The employee warrants that the motor vehicle is registered and is insured with a reputable insurance company against all claims which could be made against the employee or Healthe Care in the course of the employee's employment.

7.3 Healthe Care will reimburse the employee for the use of their own motor vehicle in the performance of the Duties in accordance with the applicable ATO mileage rates.

7.4 The employer will reimburse an employee for the use of their private vehicle the difference in cost between commercial and private vehicle insurance as a result of having to insure a private vehicle for work related use.

## **8. Entering or Exiting the MGPP**

8.1 Participation in the MGPP is voluntary and was subject to a merit based selection process.

8.2 Subject to operational requirements, employees may elect to cease working in accordance with Appendix C and will be able to revert to normal shift work and cease case participation in the MGPP by providing Healthe Care with a minimum of four (4) weeks' notice in writing ("**Notice Period**"). In exceptional circumstances, Healthe Care may agree to vary the requirement to provide the minimum Notice Period.

## **9. Span of Control Team Leader:**

9.1 The span of control of a team leader, Midwifery Caseload Practice, will be (1) one to (3) three teams of midwives, each consisting of up to 6 full-time equivalents. Midwives may be allocated to teams in a flexible manner.

9.2 In rural and remote sites the team leader's duties may include responsibilities for other patient care areas.

**FAIR WORK COMMISSION**

**MATTER NO: AG2016/5750**

**UNDERTAKING**

Clause 19(h) paragraph two shall be amended and replaced with the following:

*Unpaid Partner Leave – An employee is entitled to a further period of unpaid partner leave of not more than eight weeks, to be taken in conjunction with a period of paid partner leave, unless otherwise agreed by the employer and employee.*

A handwritten signature in black ink, appearing to read 'K. Cock', is positioned above the typed name and title.

Keith Cock  
Chief Executive Officer