



DECISION

Fair Work Act 2009
s.185—Enterprise agreement

Glenview Community Services Inc
(AG2020/1484)

GLENVIEW COMMUNITY SERVICES NURSING ENTERPRISE AGREEMENT 2020

Aged care industry

DEPUTY PRESIDENT CLANCY

MELBOURNE, 2 JULY 2020

Application for approval of the Glenview Community Services Nursing Enterprise Agreement 2020.

[1] An application has been made for the approval of an enterprise agreement known as the *Glenview Community Services Nursing Enterprise Agreement 2020* (the Agreement). The application was made pursuant to s.185 of the *Fair Work Act 2009* (the Act). It has been made by Glenview Community Services Inc. The Agreement is a single enterprise agreement.

[2] The Agreement does not cover all of the employees of Glenview Community Services Inc, however, taking into account the factors in s.186(3) and s.186(3A) I am satisfied that the group of employees was fairly chosen.

[3] The Health & Community Services Union, Tasmania Branch (HACSU) raised a concern in relation to the way in which Clause 14.4 of the Agreement may operate. I consider that Clause 7 of the Agreement, which provides that more beneficial entitlements of the National Employment Standards (NES) will apply to the extent of any inconsistency between a clause in the Agreement and the NES, addresses this concern and further, I am satisfied that the operation of Clause 14.4 does not raise an issue that would prevent me from being satisfied in relation to the better off overall test.

[4] Glenview Community Services Inc 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 a substantial change to the Agreement. The undertakings are taken to be terms of the Agreement.

[5] The Australian Nursing and Midwifery Federation, Tasmania Branch (ANMF) and HACSU, 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) and based

on the statutory declarations provided by them, I note that the Agreement covers the ANMF and HACSU.

[6] The Agreement is approved and, in accordance with s.54, will operate from 9 July 2020. The nominal expiry date of the Agreement is 30 June 2021.



DEPUTY PRESIDENT

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Annexure A

IN THE FAIR WORK COMMISSION

FWC Matter No.:
AG2020/1484

Undertaking- section 190

I, Lucy O'Flaherty, Chief Executive Officer of Glenview Community Services Inc. give the following undertakings with respect to the Glenview Community Services Nursing Enterprise Agreement 2020 ("the Agreement"):

1. I have the authority given to me by Glenview Community Services Inc. to provide this undertaking in relation to this application before the Fair Work Commission.
2. Glenview Community Services Inc. undertakes that clause 11.6 (g) (iii) which states: *'It is known or reasonably foreseeable that the hours of work which the regular casual employee is required to perform will be significantly changed in the next 12 months.'*

is varied to:

'It is known or reasonably foreseeable that the hours of work which the regular casual employee is required to perform will be significantly reduced in the next 12 months.'

3. Glenview Community Services Inc. undertakes that Time off In Lieu of payment for overtime can be undertaken as follows:
 - (a) An employee and employer may agree to the employee taking time off instead of being paid for a particular amount of overtime that has been worked by the employee.
 - (b) The period of time off that an employee is entitled to take is equivalent to the overtime payment that would have been made.

EXAMPLE: By making an agreement an employee who worked 2 overtime hours at the rate of time and a half is entitled to 3 hours' time off.
 - (c) Time off must be taken:
 - (i) within the period of 6 months after the overtime is worked; and
 - (ii) at a time or times within that period of 6 months agreed by the employee and employer.
 - (d) If the employee requests at any time, to be paid for overtime the employer must pay the employee for the overtime in the next pay period following the request, at the overtime rate applicable to the overtime when worked.
 - (e) If time off for overtime that has been worked is not taken within the period of 6 months mentioned in paragraph (c), the employer must pay the employee for the overtime in the next pay period following those 6 months, at the overtime rate applicable to the overtime when worked.

(f) The employer must not exert undue influence or undue pressure on an employee in relation to a decision by the employee to make, or not make, an agreement to take time off instead of payment for overtime.

(g) The employee may, under section 65 of the Act, request to take time off, at a time or times specified in the request or to be subsequently agreed by the employer and the employee, instead of being paid for overtime worked by the employee.

Note: If an employee makes a request under section 65 of the Act for a change in working arrangements, the employer may only refuse that request on reasonable business grounds (see section 65(5) of the Act).

(h) If, on the termination of the employee's employment, time off for overtime worked by the employee to which Time Off in Lieu applies and has not been taken, the employer must pay the employee for the overtime at the overtime rate applicable to the overtime when worked.

Employer name: Lucy O'Flaherty

Authority to sign: Chief Executive Officer

Signature:



Date: 1st July 2020

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 the agreement.

**Glenview Community Services
Nursing Enterprise Agreement
2020**

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Part 1—Application and Operation

1. Title

This agreement is the *Glenview Community Services Nursing Enterprise Agreement 2020* ('the Agreement')

2. Commencement date and period of operation

- 2.1** This agreement takes effect from the day being seven days after the Fair Work Commission advises that the Agreement has been approved.
- 2.2** The Agreement has a nominal expiry date of 30 June 2021, unless terminated or varied by the mutual consent in writing of the parties pursuant to the Act or by operation of law.

3. Parties bound by this agreement

The parties to this agreement are as follows:

- (a) Glenview Community Services Inc
- (b) The Australian Nursing and Midwifery Federation, Tasmanian Branch
- (c) The Health and Community Services Union (Tasmania)
- (d) All nursing staff employed by the employer in positions classified in this Agreement

4. Complete Agreement

This Agreement is intended to cover all matters pertaining to the employment relationship. In this regard, it represents a complete statement of mutual rights and obligations between the employer and the employees to the exclusion (to the extent permitted by law) of other laws, agreements (where registered or unregistered), Awards, custom and practice and like instruments or arrangements

5. No Extra Claims

- (a) The parties bound by this Agreement acknowledge that this Agreement settles all claims in relation to the terms and conditions of employees to whom it applies and agree that they will not pursue any extra claims during the term of this agreement.
- (b) Where any disagreement arises, the parties shall follow the dispute Settlement Procedure contained in this Agreement.

- (c) Without limiting the generality of the foregoing, there shall be no industrial action for the purpose of supporting or advancing claims against the employer until the nominal expiry date has passed and the requirements of the Act have been satisfied.

6. Definitions and Interpretation

6.1 In this Agreement, unless the contrary intention appears:

Act means the *Fair Work Act 2009* (Cth)

AHPRA means the Australian Health Practitioner Regulation Agency

Afternoon Shift means any shift commencing not earlier than 12.00 noon and finishing after 6.00pm on the same day

Night Shift means any shift commencing on or after 6.00pm and finishing before 7.30am the following day

Default fund employee means an employee who has no chosen fund within the meaning of the *Superannuation Guarantee (Administration) Act 1992* (Cth)

Employee means all Nurses whose employment is subject to this Agreement

Employer means Glenview Community Services Inc

Enrolled Nurse means an employee registered as a Health Practitioner by the Australian Health Practitioners Regulation Agency as an Enrolled Nurse with a medication endorsement.

Domestic violence means violent, threatening or other abusive behaviour by a family member of an employee that seeks to coerce or control the employee and that causes them harm or to be fearful.

Family member means:

- (a) a spouse, formal spouse, de facto partner, child, parent, grandparent, grandchild or sibling of the employee; or
- (b) a child, parent, grandparent, grandchild or sibling of a spouse or de facto partner of the employee; or
- (c) a person related to the employee according to Aboriginal or Torres Strait Islander kinship rules.

Health industry means employers in the business and/or activity of providing health and medical services and who employ nurses and persons who directly assist nurses in the provision of nursing care and nursing services

MySuper product has the meaning given by the *Superannuation Industry (Supervision) Act 1993* (Cth)

NES means the National Employment Standards as contained in the *Fair Work Act 2009* (Cth)

Registered Nurse means an employee registered as a Health Practitioner by the Australian Health Practitioners Regulation Agency as a Register Nurse

Standard rate means the minimum wage for a Registered nurse—level 1 Pay Point 1 in Schedule A

6.2 Where this Agreement refers to a condition of employment provided for in the National Employment Standards (NES), the NES definition applies.

7. National Employment Standards

The provisions of all the National Employment Standards apply. Where there is an inconsistency between a clause in this Agreement and the NES and the NES provides a greater benefit, the NES provision will apply to the extent of this inconsistency.

8. Individual flexibility arrangements

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

- (5) The employer or employee may terminate the individual flexibility arrangement:
 - (a) by giving no more than 28 days written notice to the other party to the arrangement; or
 - (b) if the employer and employee agree in writing — at any time.

8A. Consultation about changes to rosters or hours of work

- 8A.1** Clause 8A applies if an employer proposes to change the regular roster or ordinary hours of work of an employee, other than an employee whose working hours are irregular, sporadic or unpredictable.
- 8A.2** The employer must consult with any employees affected by the proposed change and their representatives (if any).
- 8A.3** For the purpose of the consultation, the employer must:
 - (a) provide to the employees and representatives mentioned in clause 8A.2 information about the proposed change (for example, information about the nature of the change and when it is to begin); and
 - (b) invite the employees to give their views about the impact of the proposed change on them (including any impact on their family or caring responsibilities) and also invite their representative (if any) to give their views about that impact.
- 8A.4** The employer must consider any views given under clause 8A.3(b).
- 8A.5** Clause 8A is to be read in conjunction with any other provisions of this Agreement concerning the scheduling of work or the giving of notice.

Part 2—Consultation and Dispute Resolution

9. Consultation about major workplace change

- (1) This term applies if the employer:
 - (a) has made a definite decision to introduce a major change to production, program, organisation, structure or technology in relation to its enterprise that is likely to have a significant effect on the employees; or
 - (b) proposes to introduce a change to the regular roster or ordinary hours of work of employees.

Major change

- (2) For a major change referred to in paragraph (1)(a):
 - (a) the employer must notify the relevant employees of the decision to introduce the major change; and
 - (b) subclauses (3) to (9) apply.
- (3) The relevant employees may appoint a representative for the purposes of the procedures in this term.

(4) If:

- (a) a relevant employee appoints, or relevant employees appoint, a representative for the purposes of consultation; and
- (b) the employee or employees advise the employer of the identity of the representative;

the employer must recognise the representative.

(5) As soon as practicable after making its decision, the employer must:

- (a) discuss with the relevant employees:
 - (i) the introduction of the change; and
 - (ii) the effect the change is likely to have on the employees; and
 - (iii) measures the employer is taking to avert or mitigate the adverse effect of the change on the employees; and
- (b) for the purposes of the discussion—provide, in writing, to the relevant employees:
 - (i) all relevant information about the change including the nature of the change proposed; and
 - (ii) information about the expected effects of the change on the employees; and
 - (iii) any other matters likely to affect the employees.

(6) However, the employer is not required to disclose confidential or commercially sensitive information to the relevant employees.

(7) The employer must give prompt and genuine consideration to matters raised about the major change by the relevant employees.

(8) If a term in this agreement provides for a major change to production, program, organisation, structure or technology in relation to the enterprise of the employer, the requirements set out in paragraph (2)(a) and subclauses (3) and (5) are taken not to apply.

(9) In this clause (9), a major change is *likely to have a significant effect on employees* if it results in:

- (a) the termination of the employment of employees; or
- (b) major change to the composition, operation or size of the employer's workforce or to the skills required of employees; or
- (c) the elimination or diminution of job opportunities (including opportunities for promotion or tenure); or
- (d) the alteration of hours of work; or
- (e) the need to retrain employees; or
- (f) the need to relocate employees to another workplace; or

- (g) the restructuring of jobs.

Change to regular roster or ordinary hours of work

- (10) For a change referred to in paragraph (1)(b):
 - (a) the employer must notify the relevant employees of the proposed change; and
 - (b) subclauses (11) to (15) apply.
- (11) The relevant employees may appoint a representative for the purposes of the procedures in this term.
- (12) If:
 - (a) a relevant employee appoints, or relevant employees appoint, a representative for the purposes of consultation; and
 - (b) the employee or employees advise the employer of the identity of the representative;the employer must recognise the representative.
- (13) As soon as practicable after proposing to introduce the change, the employer must:
 - (a) discuss with the relevant employees the introduction of the change; and
 - (b) for the purposes of the discussion—provide to the relevant employees:
 - (i) all relevant information about the change, including the nature of the change; and
 - (ii) information about what the employer reasonably believes will be the effects of the change on the employees; and
 - (iii) information about any other matters that the employer reasonably believes are likely to affect the employees; and
 - (c) invite the relevant employees to give their views about the impact of the change (including any impact in relation to their family or caring responsibilities).
- (14) However, the employer is not required to disclose confidential or commercially sensitive information to the relevant employees.
- (15) The employer must give prompt and genuine consideration to matters raised about the change by the relevant employees.
- (16) In this term:

relevant employees means the employees who may be affected by a change referred to in subclause (1).

10. Dispute resolution

- (1) If a dispute relates to:
 - (a) a matter arising under the agreement; or
 - (b) the National Employment Standards;this term sets out procedures to settle the dispute.
- (2) An employee who is a party to the dispute may appoint a representative for the purposes of the procedures in this term.
- (3) In the first instance, the parties to the dispute must try to resolve the dispute at the workplace level, by discussions between the employee or employees and relevant supervisors and/or management.
- (4) If discussions at the workplace level do not resolve the dispute, a party to the dispute may refer the matter to Fair Work Commission.
- (5) The Fair Work Commission may deal with the dispute in 2 stages:
 - (a) the Fair Work Commission will first attempt to resolve the dispute as it considers appropriate, including by mediation, conciliation, expressing an opinion or making a recommendation; and
 - (b) if the Fair Work Commission is unable to resolve the dispute at the first stage, the Fair Work Commission may then with the agreement of both parties:
 - (i) arbitrate the dispute; and
 - (ii) make a determination that is binding on the parties.

Note: If Fair Work Commission arbitrates the dispute, it may also use the powers that are available to it under the Act.

A decision that Fair Work Commission makes when arbitrating a dispute is a decision for the purpose of Div 3 of Part 5.1 of the Act. Therefore, an appeal may be made against the decision.

- (6) While the parties are trying to resolve the dispute using the procedures in this term:
 - (a) an employee must continue to perform his or her work as he or she would normally unless he or she has a reasonable concern about an imminent risk to his or her health or safety; and
 - (b) an employee must comply with a direction given by the employer to perform other available work at the same workplace, or at another workplace, unless:
 - (i) the work is not safe; or
 - (ii) applicable occupational health and safety legislation would not permit the work to be performed; or
 - (iii) the work is not appropriate for the employee to perform; or
 - (iv) there are other reasonable grounds for the employee to refuse to comply with the direction.

- (7) The parties to the dispute agree to be bound by a decision made by Fair Work Commission in accordance with this term.

Part 3—Types of Employment and Termination of Employment

11. Types of employment

11.1 Employment categories

Employees under this award will be employed in one of the following categories:

- (a) full-time;
- (b) part-time;
- (c) casual; or
- (d) fixed term.

At the time of engagement an employer will inform each employee whether they are employed on a full-time, part-time or casual or fixed term basis. An employer may direct an employee to carry out such duties that are within the limits of the employee's skill, competence and training, consistent with the respective classification.

11.2 Full-time employment

A full-time employee is one who is engaged to work 38 hours per week or an average of 38 hours per week pursuant to clause 17.1 of this Agreement.

11.3 Part-time employment

- (a) A part-time employee is an employee who is engaged to work less than an average of 38 ordinary hours per week and whose hours of work are reasonably predictable.
- (b) Before commencing part-time employment, the employer and employee will agree in writing the guaranteed minimum number of hours to be worked and the rostering arrangements which will apply to those hours.
- (c) The terms of the agreement may be varied by agreement and recorded in writing.
- (d) The terms of this award will apply on a pro rata basis to part-time employees on the basis that the ordinary weekly hours for full-time employees are 38.

11.4 Casual employment

- (a) A casual employee is an employee engaged as such on an hourly basis.
- (b) A casual employee will be paid an hourly rate equal to 1/38th of the weekly rate appropriate to the employee's classification plus a casual loading of 25%.
- (c) A casual employee will be paid a minimum of two hours pay for each engagement.
- (d) Cancellation of work for a casual employee may occur up to ten (10) hours prior to commencement for morning shifts and up to four (4) hours prior to commencement for afternoon or night shift.

- (e) Provided that where the minimum notice as described in subclause (11.4 d) is not given, the employee shall be entitled to three (3) hours pay.
- (f) A casual employee will be paid shift allowances calculated on the ordinary rate of pay excluding the casual loading with the casual loading component then added to the penalty rate of pay.

11.5 Fixed Term Employment

An employee may be engaged for a fixed term for a project or for a specific task or where specified work is only required for a specified period.

11.6 Right to request casual conversion

- (a) A person engaged by the employer as a regular casual employee may request that their employment be converted to full-time or part-time employment.
- (b) A **regular casual employee** is a casual employee who has in the preceding period of 12 months worked a regular pattern of hours on an ongoing basis which, without significant adjustment, the employee could continue to perform as a full-time employee or part-time employee under the provisions of this award.
- (c) A regular casual employee who has worked equivalent full-time hours over the preceding period of 12 months' casual employment may request to have their employment converted to full-time employment.
- (d) A regular casual employee who has worked less than equivalent full-time hours over the preceding period of 12 months' casual employment may request to have their employment converted to part-time employment consistent with the pattern of hours previously worked.
- (e) Any request under this subclause must be in writing and provided to the employer.
- (f) Where a regular casual employee seeks to convert to full-time or part-time employment, the employer may agree to or refuse the request, but the request may only be refused on reasonable grounds and after there has been consultation with the employee.
- (g) Reasonable grounds for refusal include that:
 - (i) it would require a significant adjustment to the casual employee's hours of work in order for the employee to be engaged as a full-time or part-time employee in accordance with the provisions of this Agreement – that is, the casual employee is not truly a regular casual employee as defined in paragraph (b);
 - (ii) it is known or reasonably foreseeable that the regular casual employee's position will cease to exist within the next 12 months;
 - (iii) it is known or reasonably foreseeable that the hours of work which the regular casual employee is required to perform will be significantly change in the next 12 months; or

- (iv) it is known or reasonably foreseeable that there will be a significant change in the days and/or times at which the employee's hours of work are required to be performed in the next 12 months which cannot be accommodated within the days and/or hours during which the employee is available to work.
- (h) For any ground of refusal to be reasonable, it must be based on facts which are known or reasonably foreseeable.
- (i) Where the employer refuses a regular casual employee's request to convert, the employer must provide the casual employee with the employer's reasons for refusal in writing within 21 days of the request being made. If the employee does not accept the employer's refusal, this will constitute a dispute that will be dealt with under the dispute resolution procedure in clause 10. Under that procedure, the employee or the employer may refer the matter to the Fair Work Commission if the dispute cannot be resolved at the workplace level.
- (j) Where it is agreed that a casual employee will have their employment converted to full-time or part-time employment as provided for in this clause, the employer and employee must discuss and record in writing:
 - (i) the form of employment to which the employee will convert – that is, full-time or part-time employment; and
 - (ii) if it is agreed that the employee will become a part-time employee, the matters referred to in clause 11.3(b).
- (k) The conversion will take effect from the start of the next pay cycle following such agreement being reached unless otherwise agreed.
- (l) Once a casual employee has converted to full-time or part-time employment, the employee may only revert to casual employment with the written agreement of the employer.
- (m) A casual employee must not be engaged and re-engaged (which includes a refusal to re-engage), or have their hours reduced or varied, in order to avoid any right or obligation under this clause.
- (n) Nothing in this clause obliges a regular casual employee to convert to full-time or part-time employment, nor permits an employer to require a regular casual employee to so convert.
- (o) Nothing in this clause requires an employer to increase the hours of a regular casual employee seeking conversion to full-time or part-time employment.
- (p) An employer must provide a casual employee, whether a regular casual employee or not, with a copy of the provisions of this subclause within the first 12 months of the employee's first engagement to perform work.
- (q) A casual employee's right to request to convert is not affected if the employer fails to comply with the notice requirements in paragraph (p).

12. Termination of employment

12.1 Notice of termination by an employee

- (a) This clause applies to all employees except those identified in ss.123(1) and 123(3) of the Act.
- (b) An employee must give the employer notice of termination in accordance with **Table 1—Period of notice** of at least the period specified in column 2 according to the period of continuous service of the employee specified in column 1.

Table 1—Period of notice

Column 1 Employee's period of continuous service with the employer at the end of the day the notice is given	Column 2 Period of notice
Not more than 1 year	1 week
More than 1 year but not more than 3 years	2 weeks
More than 3 years but not more than 5 years	3 weeks
More than 5 years	4 weeks

Note: The notice of termination required to be given by an employee is the same as that required of an employer except that the employee does not have to give additional notice based on the age of the employee.

- (c) In paragraph (b) **continuous service** has the same meaning as in s.117 of the Act.
- (d) If an employee who is at least 18 years old does not give the period of notice required under paragraph (b), then the employer may deduct from wages due to the employee under this award an amount that is no more than one week's wages for the employee.
- (e) If the employer has agreed to a shorter period of notice than that required under paragraph (b), then no deduction can be made under paragraph (d).
- (f) Any deduction made under paragraph (d) must not be unreasonable in the circumstances.

12.2 Job search entitlement

Where an employer has given notice of termination to an employee, the employee must be allowed time off without loss of pay of up to one day for the purpose of seeking other employment.

12.3 The time off under clause 12.2 is to be taken at times that are convenient to the employee after consultation with the employer.

13. Redundancy

13.1 Redundancy is provided for according to s.389 of the Act and redundancy pay is according to s.119 and s.123 of the Act.

13.2 Transfer to lower paid duties on redundancy

- (a) Clause 13.1 applies if, because of redundancy, an employee is transferred to new duties to which a lower ordinary rate of pay applies.
- (b) The employer may:
 - (i) give the employee notice of the transfer of at least the same length as the employee would be entitled to under section 117 of the Act as if it were a notice of termination given by the employer; or
 - (ii) transfer the employee to the new duties without giving notice of transfer or before the expiry of a notice of transfer, provided that the employer pays the employee as set out in paragraph (c).
- (c) If the employer acts as mentioned in paragraph (b)(ii), the employee is entitled to a payment of an amount equal to the difference between the ordinary rate of pay of the employee (inclusive of all-purpose allowances, shift rates and penalty rates applicable to ordinary hours) for the hours of work the employee would have worked in the first role, and the ordinary rate of pay (also inclusive of all-purpose allowances, shift rates and penalty rates applicable to ordinary hours) of the employee in the second role for the period for which notice was not given.

13.3 Employee leaving during redundancy notice period

- (a) An employee given notice of termination in circumstances of redundancy may terminate their employment during the minimum period of notice prescribed by section 117(3) of the Act.
- (b) The employee is entitled to receive the benefits and payments they would have received under clause 13 or under sections 119–123 of the Act had they remained in employment until the expiry of the notice.
- (c) However, the employee is not entitled to be paid for any part of the period of notice remaining after the employee ceased to be employed.

13.4 Job search entitlement

- (a) Where an employer has given notice of termination to an employee in circumstances of redundancy, the employee must be allowed time off without loss of pay of up to one day each week of the minimum period of notice prescribed by section 117(3) of the Act for the purpose of seeking other employment.
- (b) If an employee is allowed time off without loss of pay of more than one day under paragraph (a), the employee must, at the request of the employer, produce proof of attendance at an interview.
- (c) A statutory declaration is sufficient for the purpose of paragraph (b).
- (d) An employee who fails to produce proof when required under paragraph (b) is not entitled to be paid for the time off.

- (e) This entitlement applies instead of clauses 12.2 and 12.3.

14. Allowances

14.1 Clothing and equipment

- (a) The Uniform and Laundry allowances have been included in the hourly rates of pay – refer to Schedule A – Wage Rates
- (b) Where employees are required by the employer to wear uniforms these will be supplied with an adequate number of uniforms appropriate to the occupation free of cost to employees. Such items are to remain the property of the employer and be laundered and maintained by the employer free of cost to the employee.

14.2 Meal allowances

- (a) An employee will be supplied with an adequate meal where an employer has adequate cooking and dining facilities or be paid a meal allowance of \$13.29 in addition to any overtime payment as follows:
 - (i) when required to work overtime 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 a further meal allowance of \$11.98 will be paid.
- (b) Clause 14.2(a) will not apply when an employee could reasonably return home for a meal within the meal break.
- (c) On request the meal allowance will be paid on the same day as overtime is worked.

14.3 Registration

- (a) After the completion of the probation period of employment and whilst still employed by Glenview, the employer will provide the employee with full reimbursement of their registration or enrolment subscription each year for the duration of this agreement.
- (b) Where a nurse is suspended or has any caveats or restrictions placed on their registration or enrolment this entitlement will not apply.

14.4 Training

All training time nominated by the employer will be payable at ordinary time rates if the training sessions are required to be attended outside of the employees' usual working hours.

The employer requires all employees to attend the following approved training at regular intervals as determined by the employer.

- Manual handling
- fire safety
- wound management

- dementia care
- Palliative care

The employee is to be competent in the use of computers for tasks; internal and external communication; and documentation required in the course of the employees' daily work. Where the employees' computer skills are not sufficiently developed to comply with the employers reasonable and defined expectations, the employee will undertake computer training to reach the required level of competence.

In recognition that nurses are required to manage staff and to participate in consultative processes within Glenview, the employee will attend recognised management training where the employer has identified employee competencies in this area needs development.

14.5 Travelling, transport and fares

- (a) An employee required and authorised to use their own motor vehicle in the course of their duties will be paid an allowance of not less than \$0.78 per kilometre.
- (b) When an employee is involved in travelling on duty, if the employer cannot provide the appropriate transport, all reasonably incurred expenses in respect to fares, meals and accommodation will be met by the employer on production of receipted account(s) or other evidence acceptable to the employer.
- (c) Provided further that the employee will not be entitled to reimbursement for expenses referred to in clause 14.5(b) which exceed the mode of transport, meals or the standard of accommodation agreed with the employer for these purposes.

15. Payment of wages

- 15.1** Wages must be paid fortnightly unless otherwise mutually agreed up to a monthly maximum period.
- 15.2** Employees will be paid by cash, cheque or electronic funds transfer, as determined by the employer, into the bank or financial institution account nominated by the employee.
- 15.3** When notice of termination of employment has been given by an employee or an employee's services have been terminated by the employer, payment of all wages and other monies owing to an employee will be made to the employee.

16. Superannuation

16.1 Superannuation legislation

- 16.2** Superannuation legislation, including the Superannuation Guarantee (Administration) Act 1992 (Cth), the Superannuation Guarantee Charge Act 1992 (Cth), the Superannuation Industry (Supervision) Act 1993 (Cth) and the Superannuation (Resolution of Complaints) Act 1993 (Cth), deals with the superannuation rights and obligations of employers and employees. Under superannuation legislation individual employees generally have the opportunity to choose their own superannuation fund. If an employee does not choose a superannuation fund, any superannuation fund nominated in the award covering the employee applies.

16.3 The rights and obligations in these clauses supplement those in superannuation legislation.

16.4 Unless, to comply with superannuation legislation, the employer is required to make the superannuation contributions provided for in clause 16.4 to another superannuation fund that is chosen by the employee, the employer must make the superannuation contributions provided for in clause 16.4 and pay the amount authorised under clauses 16.6(a) or (b) to one of the following superannuation funds or its successor:

- (a) First State Super;
- (b) Health Industry Plan (HIP);
- (c) Health Employees Superannuation Trust of Australia (HESTA);
- (d) Catholic Super (CSF);
- (e) Mercy Super;
- (f) Sunsuper;
- (g) Tasplan;
- (h) CareSuper;
- (i) NGS Super;
- (j) any superannuation fund to which the employer was making superannuation contributions for the benefit of its employees before 12 September 2008, provided the superannuation fund is an eligible choice fund and is a fund that offers a MySuper product or is an exempt public sector scheme; or
- (k) a superannuation fund or scheme which the employee is a defined benefit member of.

16.5 Employer contributions

An employer must make such superannuation contributions to a superannuation fund for the benefit of an employee as will avoid the employer being required to pay the superannuation guarantee charge under superannuation legislation with respect to that employee.

16.6 Voluntary employee contributions (existing employees only)

- (a) Subject to the governing rules of the relevant superannuation fund, existing employees who are employed prior to the approval of this Agreement may, in writing, authorise their employer to pay either:
 - (i) Two (2) percent, in addition to their ordinary gross wage rate, to the superannuation fund of their choice;or
 - (ii) Pay two (2) percent, in addition to their gross wage rate, as stated in Schedule A.

The Employee must make this choice within four weeks of the approval of this Enterprise Agreement.

Where the Employee does not make a choice, the additional two percent, on top of ordinary wage rate, will be paid to the Employee's Superannuation.

- (b) An employee may adjust the amount the employee has authorised their employer to pay from the wages of the employee from the first of the month following the giving of three months' written notice to their employer.
- (c) The employer must pay the amount authorised under clauses 16.6(a) or (b) no later than 28 days after the end of the month in which the deduction authorised under clauses 16.6(a) or (b) was made.

16.7 Salary Packaging

- (a) The parties to this Agreement agree that the rate of pay specified in this Agreement may be packaged in accordance with Glenview's salary packaging program.
- (b) By agreement with the employer, employees who elect in writing to do so, may convert a component of their ordinary time salary to packaged benefits.
- (c) The employer agrees that the terms and conditions of such a package must be subject to the following provisions; overtime and shift penalties must be calculated on the salary level which would have applied to the employee in the absence of the employee being able to participate in salary packaging under the terms of this clause.
- (d) Non-salary packaged benefits must be paid for any period in respect of which the employee is paid salary or the equivalent including, but not limited to, employees annual or other leave with pay; including Long Service Leave.
- (e) If, during the life of a salary packaging agreement between the employer and employee, the employee becomes entitled to worker's compensation payments, the employee will not receive less than the entitlements due if no salary packaging arrangements had been entered into.
- (f) In the event that the employee ceases to be employed by the employer, this Agreement will cease to apply as at the date of termination and all entitlements due on termination will be paid at the rate provided for in the award. Any outstanding benefit still due under this agreement upon termination will be paid as cash salary benefit.
- (g) Superannuation payments required under the Superannuation Guarantee (Administration) Act 1992 as amended from time to time must be calculated on the salary rate as if no salary packaging was in place.
- (h) Annual leave loading entitlements must be calculated on the Agreement rate of pay as if no salary packaging agreement was in place.
- (i) Employees who have entered into a salary packaging agreement will be given the opportunity to review such agreement annually, and to amend or withdraw from such an agreement. At Glenview, amendments can be made in either April or October.

- (j) Any salary increases awarded through adjustments to this Agreement shall be payable to employees covered by a salary packaging agreement; such increase to be applied to the base rate of pay before salary packaging.
- (k) In no way can the employee, who is a signatory to this Agreement, as a result of entering into a salary packaging agreement receive less, in salary and benefit, than currently provided for in this Agreement.
- (l) The employer further agrees that in the promotion and implementation of salary packaging to employees, it will advise the employee in writing:
 - (i) That there is no compulsion for the employee to participate in salary packaging
 - (ii) That all award and/or Agreement conditions, other than salary packaging, will continue to apply
 - (iii) Of the classification level and the current base salary payable as applicable under this Agreement
 - (iv) That the structure and any agreed packaged complies with taxation and other relevant laws
 - (v) That the employee may consult with a financial advisor prior to signing and salary packaging agreement. To facilitate this, the employee must be provided with a copy of any proposed agreement prior to being required to sign any such agreement.
 - (vi) Of the right of the employee to inspect details of the payments and transactions made under the terms of any agreement and for this purpose, where such details are maintained electronically, the employee must be provided with a printout of the relevant information.
 - (vii) That where, at the end of the agreed period, the full amount allocated to a specific benefit has not been expended, the unused amount will be carried forward to the next period
 - (viii) That where changes are proposed to all salary packaging arrangements, or salary packaging arrangements are to be cancelled for reasons other than legislative requirements, then both the employer and employee must give two months' notice, except in circumstances in which an employee ceases to be employed by the employer
- (m) That in the event that the employer ceases to attract exemption from payments of Fringe Benefits tax, all salary packaging arrangements will be terminated and the individual employee's wages will revert to those specified in this Agreement.
- (n) Salary packaging for all employees covered by this Agreement shall only be entered into as provided for by this clause.

- (o) By agreement with the employer, an employee may also sacrifice an amount of salary, which would otherwise be payable in accordance with this Agreement and have that sacrificed amount contributed to an approved superannuation fund. Where applicable, the provisions of this clause shall apply to salary packaging arrangements.

Glenview will provide salary packaging as per legislation, however should this change then Glenview has the right to cease salary packaging,

Part 4—Hours of Work and Related Matters

17. Ordinary hours of work

- 17.1 The ordinary hours of work for a full-time employee will be 38 hours per week, 76 hours per fortnight or 152 hours over 28 days.
- 17.2 The shift length or ordinary hours of work per day will be a maximum of 10 hours exclusive of meal breaks.
- 17.3 Each employee must be free from duty for not less than two full days in each week or four full days in each fortnight or eight full days in each 28-day cycle. Where practicable, at least two days off must be consecutive in every fortnight period. For the purposes of this sub-clause, duty includes time an employee is on call.
- 17.4 The hours of work will be continuous, except for meal breaks. Except for the regular changeover of shifts, an employee will not be required to work more than one shift in each 24 hours.

18. Span of hours

- 18.1 The ordinary hours of work for a day worker will be between 6.00 am and 6.00 pm Monday to Friday.
- 18.2 A shiftworker is an employee who is regularly rostered to work their ordinary hours of work outside the ordinary hours of work of a day worker as defined in clause 18.1.

19. Rest breaks between rostered work

- 19.1 An employee will be allowed a rest break of ten hours between the completion of one ordinary work period or shift and the commencement of another work period or shift.
- 19.2 By mutual agreement between the employer and employee, the ten hour rest break may be reduced to eight hours.
- 19.3 If, on the instruction of the employer, an employee resumes or continues to work without having had ten consecutive hours off duty, or eight hours as agreed, they will be paid at the rate of double time until released from duty for such period.

20. Rostering

- 20.1** Employees will work in accordance with a weekly or fortnightly roster fixed by the employer.
- 20.2** The roster will set out employees' daily ordinary working hours and starting and finishing times and will be displayed in a place conveniently accessible to employees at least seven days before the commencement of the roster period.
- 20.3** Unless the employer otherwise agrees, an employee desiring a roster change will give seven days' notice except where the employee is ill or in an emergency.
- 20.4** The employee may refuse requests for roster changes made by the employer unless seven days' notice of a change of roster is given by the employer to an employee. Except that, a roster may be altered at any time to enable the functions of the facility to be carried out where another employee is absent from work pursuant to clauses 29 – Ceremonial leave; 30 – Personal/carers' leave and compassionate leave and 34 – Leave to deal with Family and Domestic Violence, or in an emergency. Where any such alteration requires an employee working on a day which would otherwise have been the employee's day off, the changed day off will be as mutually arranged.

21. Saturday and Sunday work

- 21.1** Where an employee is rostered to work ordinary hours between midnight Friday and midnight Saturday, the employee will be paid a loading of 50% of their ordinary rate of pay for the hours worked during this period.
- 21.2** Where an employee is rostered to work ordinary hours between midnight Saturday and midnight Sunday, the employee will be paid double their ordinary rate of pay for the hours worked during this period.

22. Breaks

22.1 Meal breaks

- (a) All meal breaks are unpaid except in the following circumstances.
- (b) An employee who works in excess of five hours will be entitled to an unpaid meal break of not less than 30 minutes and not more than 60 minutes. Such meal break will be taken between the fourth and the sixth hour after beginning work, where reasonably practicable. Provided that, by agreement of an individual employee, an employee who works shifts of six hours or less may forfeit the meal break.
- (c) Where an employee is required to be on duty during a meal break, the employee will be paid overtime for all time worked until the meal break is taken.

- (d) Where an employee is required by the employer to remain available during a meal break, but is free from duty, the employee will be paid at ordinary rates for a 30 minute meal break. This period will not count as time worked when calculating ordinary hours for the purposes of overtime or penalties. If the employee is recalled to perform duty during this period the employee will be paid overtime for all time worked until the balance of the meal break is taken.

22.2 Tea breaks

- (a) Every employee will be entitled to a paid 10 minute tea break in each four hours worked at a time to be agreed between the employee and employer.
- (b) Subject to agreement between the employer and employee, such breaks may alternatively be taken as one 20 minute tea break.
- (c) Tea breaks will count as time worked.

23. Overtime

23.1 Overtime penalty rates

- (a) Hours worked in excess of the ordinary hours on any day or shift prescribed in clause 17—Ordinary hours of work, are to be paid as follows:
 - (i) Monday to Saturday (inclusive)—time and a half for the first two hours and double time thereafter;
 - (ii) Sunday—double time; and
 - (iii) Public holidays—double time and a half.
- (b) Overtime penalties as prescribed in clause 23.1(a) do not apply to Registered nurse levels 4 and 5.
- (c) Overtime rates under this clause will be in substitution for and not cumulative upon the shift and weekend premiums prescribed in clause 21— Saturday and Sunday work and clause 24—Shift Work.

Part-time employees

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

23.2 Rest period after overtime

- (a) When overtime work is necessary, it will, wherever reasonably practicable, be so arranged that employees have at least 10 consecutive hours off duty between the work of successive days or shifts, including overtime.

- (b) An employee, other than a casual employee, who works so much overtime between the termination of their ordinary work on one day and the commencement of their ordinary work on the next day, that they have not had at least 10 consecutive hours off duty between those times, will be released after completion of such overtime, until they have had 10 consecutive hours off duty without loss of pay for ordinary working time occurring during such absence.
- (c) If, on the instruction of the employer, an employee resumes or continues to work without having had 10 consecutive hours off duty, they will be paid at the rate of double time until released from duty for such period. The employee will then be entitled to be absent until they have had 10 consecutive hours off duty without loss of pay for rostered ordinary hours occurring during the absence.

23.3 Rest break during overtime

An employee working overtime will take a paid rest break of 20 minutes after each four hours of overtime worked if required to continue to work after the break.

23.4 Recall to work

- (a) An employee who is not required to be on call and who is recalled to work at the workplace after leaving the employer's premises will be paid a minimum of three hours work at the appropriate overtime rate.
- (b) An employee who is not required to be on call and who is required to perform work by the employer via telephone or other electronic communication away from the workplace will be paid at the appropriate overtime rate for a minimum of one hours work. Multiple electronic requests made and concluded within the same hour shall be compensated within the same one hour's overtime payment. Time worked beyond one hour will be rounded to the nearest 15 minutes.
- (c) The time spent travelling to and from the place of duty will be deemed to be time worked. Except that, where an employee is recalled within three hours of their rostered commencement time, and the employee remains at work, only the time spent in travelling to work will be included with the actual time worked for the purposes of the overtime payment.
- (d) An employee who is recalled to work will not be obliged to work for three hours if the work for which the employee was recalled is completed within a shorter period.
- (e) If an employee is recalled to work, the employee will be provided with transport to and from their home or will be refunded the cost of such transport.

24. Shift Work

24.1 Shift penalties

- (a) Where an employee works a rostered afternoon shift between Monday and Friday, the employee will be paid a loading of 15% of their ordinary rate of pay.
- (b) Where an employee works a rostered night shift between Monday and Friday, the employee will be paid a loading of 20% of their ordinary rate of pay.
- (c) The provisions of this clause do not apply where an employee commences their ordinary hours of work after 12.00 noon and completes those hours at or before 6.00 pm on that day.
- (d) For the purposes of this clause:
 - (i) **Afternoon shift** means any shift commencing not earlier than 12.00 noon and finishing after 6.00 pm on the same day; and
 - (ii) **Night shift** means any shift commencing on or after 6.00 pm and finishing before 7.30 am on the following day.
- (e) The shift penalties prescribed in this clause will not apply to shiftwork performed by an employee on Saturday, Sunday or public holiday where the extra payment prescribed by clause 21— Saturday and Sunday work and clause 28— Public holidays applies.
- (f) The provisions of this clause will not apply to Registered nurse levels 4 and 5.

25. Higher duties

- 25.1** 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.
- 25.2** Higher duties allowance does not apply to Registered nurse levels 4 and 5.

26. Requests for flexible working arrangements

26.1 Employee may request change in working arrangements

Clause 26.1 applies where an employee has made a request for a change in working arrangements under s.65 of the Act.

Note 1: Section 65 of the Act provides for certain employees to request a change in their working arrangements because of their circumstances, as set out in s.65(1A).

Note 2: An employer may only refuse a s.65 request for a change in working arrangements on 'reasonable business grounds' (see s.65(5) and (5A)).

Note 3: Clause 26.1 is an addition to s.65.

26.2 Responding to the request

Before responding to a request made under s.65, the employer must discuss the request with the employee and genuinely try to reach agreement on a change in working arrangements that will reasonably accommodate the employee's circumstances having regard to:

- (a) the needs of the employee arising from their circumstances;
- (b) the consequences for the employee if changes in working arrangements are not made; and
- (c) any reasonable business grounds for refusing the request.

Note 1: The employer must give the employee a written response to an employee's s.65 request within 21 days, stating whether the employer grants or refuses the request (s.65(4)).

Note 2: If the employer refuses the request, the written response must include details of the reasons for the refusal (s.65(6)).

26.3 What the written response must include if the employer refuses the request

Clause 26.3 applies if the employer refuses the request and has not reached an agreement with the employee under clause 26.2.

- (a) The written response under s.65(4) must include details of the reasons for the refusal, including the business ground or grounds for the refusal and how the ground or grounds apply.
- (b) If the employer and employee could not agree on a change in working arrangements under clause 26.2, the written response under s.65(4) must:
 - (i) state whether or not there are any changes in working arrangements that the employer can offer the employee so as to better accommodate the employee's circumstances; and
 - (ii) if the employer can offer the employee such changes in working arrangements, set out those changes in working arrangements.

26.4 What the written response must include if a different change in working arrangements is agreed

If the employer and the employee reached an agreement under clause 26.2 on a change in working arrangements that differs from that initially requested by the employee, the employer must provide the employee with a written response to their request setting out the agreed change(s) in working arrangements.

26.5 Dispute resolution

Disputes about whether the employer has discussed the request with the employee and responded to the request in the way required by clause 26, can be dealt with under clause 10—Dispute resolution.

Part 5—Leave and Public Holidays

27. Annual leave

Annual leave is provided for in the NES. This clause contains additional provisions.

27.1 Quantum of annual leave

- (a) In addition to the entitlements in the NES, a full time employee is entitled to an additional week of annual leave on the same terms and conditions as the NES with a part time employee being entitled on a pro rata basis.
- (b) For the purpose of the additional weeks' annual leave provided by the NES, a shift worker is defined as an employee who:
 - (i) is regularly rostered over seven days of the week; and
 - (ii) regularly works on weekends.
- (c) To avoid any doubt, this means that an employee who is not a shift worker for the purposes of clause 27.1(b) above is entitled to five weeks of paid annual leave for each year of service with their employer, and an employee who is a shift worker for the purposes of clause 27.1(b) above is entitled to six weeks of paid annual leave for each year of service with their employer.

27.2 Excessive leave accruals: general provision

Note: Clauses 27.2 to 27.4 contain provisions, additional to the National Employment Standards, about the taking of paid annual leave as a way of dealing with the accrual of excessive paid annual leave. See Part 2.2, Division 6 of the Fair Work Act.

- (a) An employee has an **excessive leave accrual** if the employee has accrued more than 10 weeks' paid annual leave (or 12 weeks' paid annual leave for a shift worker, as defined by clause 27.1(b)).
- (b) If an employee has an excessive leave accrual, the employer or the employee may seek to confer with the other and genuinely try to reach agreement on how to reduce or eliminate the excessive leave accrual.
- (c) Clause 27.3 sets out how an employer may direct an employee who has an excessive leave accrual to take paid annual leave.
- (d) Clause 27.4 sets out how an employee who has an excessive leave accrual may require an employer to grant paid annual leave requested by the employee.

27.3 Excessive leave accruals: direction by employer that leave be taken

- (a) If an employer has genuinely tried to reach agreement with an employee under clause 27.2(b) but agreement is not reached (including because the employee refuses to confer), the employer may direct the employee in writing to take one or more periods of paid annual leave.
- (b) However, a direction by the employer under paragraph (a):

- (i) is of no effect if it would result at any time in the employee's remaining accrued entitlement to paid annual leave being less than 6 weeks when any other paid annual leave arrangements (whether made under clause 27.2, 27.3 or 27.4 or otherwise agreed by the employer and employee) are taken into account; and
 - (ii) must not require the employee to take any period of paid annual leave of less than one week; and
 - (iii) must not require the employee to take a period of paid annual leave beginning less than 8 weeks, or more than 12 months, after the direction is given; and
 - (iv) must not be inconsistent with any leave arrangement agreed by the employer and employee.
- (c) The employee must take paid annual leave in accordance with a direction under paragraph (a) that is in effect.
 - (d) An employee to whom a direction has been given under paragraph (a) may request to take a period of paid annual leave as if the direction had not been given.

Note 1: Paid annual leave arising from a request mentioned in paragraph (d) may result in the direction ceasing to have effect. See clause 27.3(b)(i).

Note 2: Under section 88(2) of the Fair Work Act, the employer must not unreasonably refuse to agree to a request by the employee to take paid annual leave.

27.4 Excessive leave accruals: request by employee for leave

- (a) If an employee has genuinely tried to reach agreement with an employer under clause 27.2(b) but agreement is not reached (including because the employer refuses to confer), the employee may give a written notice to the employer requesting to take one or more periods of paid annual leave.
- (b) However, an employee may only give a notice to the employer under paragraph (a) if:
 - (i) the employee has had an excessive leave accrual for more than 6 months at the time of giving the notice; and
 - (ii) the employee has not been given a direction under clause 27.3(a) that, when any other paid annual leave arrangements (whether made under clause 27.2, 27.3 or 27.4 or otherwise agreed by the employer and employee) are taken into account, would eliminate the employee's excessive leave accrual.
- (c) A notice given by an employee under paragraph (a) must not:
 - (i) if granted, result in the employee's remaining accrued entitlement to paid annual leave being at any time less than 6 weeks when any other paid annual leave arrangements (whether made under clause 27.2, 27.3 or 27.4 or otherwise agreed by the employer and employee) are taken into account; or

- (ii) provide for the employee to take any period of paid annual leave of less than one week; or
 - (iii) provide for the employee to take a period of paid annual leave beginning less than 8 weeks, or more than 12 months, after the notice is given; or
 - (iv) be inconsistent with any leave arrangement agreed by the employer and employee.
- (d) An employee is not entitled to request by a notice under paragraph (a) more than 5 weeks' paid annual leave (or 6 weeks' paid annual leave for a shift worker, as defined by clause 27.1(b)) in any period of 12 months.
- (e) The employer must grant paid annual leave requested by a notice under paragraph (a).

27.5 Payment for annual leave

Before going on annual leave, an employee will be paid the amount of wages they would have received for ordinary time worked had they not been on leave during that period.

27.6 Electronic funds transfer (EFT) payment of annual leave

Despite anything else in this clause, an employee paid by electronic funds transfer (EFT) may be paid in accordance with their usual pay cycle while on paid annual leave.

27.7 Annual leave loading

- (a) In addition to their ordinary pay, an employee, other than a shift worker, will be paid an annual leave loading of 17.5% of their ordinary pay on a maximum of 152 hours/four weeks' annual leave per annum.
- (b) Shift workers, in addition to their ordinary pay, will be paid the higher of:
 - (i) an annual leave loading of 17.5% of ordinary pay; or
 - (ii) the weekend and shift penalties the employee would have received had they not been on leave during the relevant period.

27.8 Payment of annual leave on termination

On the termination of their employment, an employee will be paid their untaken annual leave and pro rata leave.

27.9 Annual leave in advance

- (a) An employer and employee may agree in writing to the employee taking a period of paid annual leave before the employee has accrued an entitlement to the leave.
- (b) An agreement must:
 - (i) state the amount of leave to be taken in advance and the date on which leave is to commence; and
 - (ii) be signed by the employer and employee and, if the employee is under 18 years of age, by the employee's parent or guardian.

- (c) The employer must keep a copy of any agreement under clause 27.9 as an employee record.
- (d) If, on the termination of the employee's employment, the employee has not accrued an entitlement to all of a period of paid annual leave already taken in accordance with an agreement under clause 27.9, the employer may deduct from any money due to the employee on termination an amount equal to the amount that was paid to the employee in respect of any part of the period of annual leave taken in advance to which an entitlement has not been accrued.

27.10 Cashing out of annual leave

- (a) Paid annual leave must not be cashed out except in accordance with an agreement under clause 27.10.
- (b) Each cashing out of a particular amount of paid annual leave must be the subject of a separate agreement under clause 27.10.
- (c) An employer and an employee may agree in writing to the cashing out of a particular amount of accrued paid annual leave by the employee.
- (d) An agreement under clause 27.10 must state:
 - (i) the amount of leave to be cashed out and the payment to be made to the employee for it; and
 - (ii) the date on which the payment is to be made.
- (e) An agreement under clause 27.10 must be signed by the employer and employee and, if the employee is under 18 years of age, by the employee's parent or guardian.
- (f) The payment must not be less than the amount that would have been payable had the employee taken the leave at the time the payment is made.
- (g) An agreement must not result in the employee's remaining accrued entitlement to paid annual leave being less than 4 weeks.
- (h) The maximum amount of accrued paid annual leave that may be cashed out in any period of 12 months is 2 weeks.
- (i) The employer must keep a copy of any agreement under clause 27.10 as an employee record.

Note 1: Under section 344 of the Fair Work Act, an employer must not exert undue influence or undue pressure on an employee to make, or not make, an agreement under clause 27.10.

Note 2: Under section 345(1) of the Fair Work Act, a person must not knowingly or recklessly make a false or misleading representation about the workplace rights of another person under clause 27.10.

28. Public holidays

Public holidays are provided for in the NES. This clause contains additional provisions and should be read in conjunction with Schedule C.

28.1 Payment for work done on public holidays

- (a) All work done by an employee during their ordinary shifts on a public holiday, including a substituted day, will be paid at double time of their ordinary rate of pay.
- (b) Businesses that operate seven days a week shall recognise work performed on 25 December which falls on a Saturday or Sunday and, where because of substitution, is not a public holiday within the meaning of the NES with the Saturday or Sunday payment (as appropriate) plus an additional loading of 50% of the employee's ordinary time rate for the hours worked on that day. All work performed on the substitute day by an employee will receive an additional loading of 50% of the ordinary time rate for the hours worked on that day instead of the rate referred to in clause 28.1.

28.2 Public holiday substitution

An employer and the employees may, by agreement, substitute another day for a public holiday.

28.3 Additional leave days by mutual agreement

- (a) In lieu of being paid double time under clause 28.1, where the employer and employee mutually agree in writing at the time the public holiday is worked, an employee may be paid their ordinary rate of pay for time worked on a public holiday and have the same number of hours worked accrued, to be taken as leave, including in conjunction with a period of annual leave.
- (b) Payment for any days taken as leave, accrued in accordance with clause 28.3(a) shall be at the employee's ordinary rate of pay, excluding shift and/or weekend penalties and annual leave loading.
- (c) The taking of any additional days accrued as leave in accordance with 28.3(a) shall be by mutual agreement between the employer and employee, provided that such agreement shall not be unreasonably withheld.
- (d) Any untaken additional days accrued as leave in accordance with clause 28.3(a) shall be paid out to the employee upon termination of employment.
- (e) Provided that any additional days accrued as leave in accordance with clause 28.3(a) shall not be considered annual or personal/carer's leave for any purpose.

29. 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.

An employee is entitled to Multicultural leave of 5 days unpaid in any one year.

30. Personal/carer's leave and compassionate leave

Personal/carer's leave and compassionate leave are provided for in the NES.

31. Exceptional Discretionary leave

Employees may access up to five days of their personal leave where they want to take time off work for personal reasons however their paid leave is not relevant to the time off being requested. Appropriate notification must be provided if requested.

32. Community service leave

Community service leave is provided for in the NES.

33. Parental leave

- (a) Parental Leave and related entitlements are provided for in the NES.
- (b) In addition to the Government Parental Leave Scheme, any employee having a live baby will receive a parental baby bonus payment on a pro-rata basis, one month following their return to work.

The parental leave bonus will be paid as follows and for part time employees on a pro rata basis:

- (a) Where the employee returns to work for one full day they will be paid \$100.00
- (b) Where the employee returns to work for two full days they will be paid \$200.00
- (c) Where the employee returns to work for three full days they will be paid \$300.00
- (d) Where the employee returns to work for four full days they will be paid \$400.00
- (e) Where the employee returns to work for five full days they will be paid \$500.00

34. Leave to deal with Family and Domestic Violence

34.1 This clause applies to all employees, including casuals.

34.2 Definitions

- (a) In this clause:

family and domestic violence means violent, threatening or other abusive behaviour by a family member of an employee that seeks to coerce or control the employee and that causes them harm or to be fearful.

family member 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; or
 - (iii) a person related to the employee according to Aboriginal or Torres Strait Islander kinship rules.
- (b) A reference to a spouse or de facto partner in the definition of family member in clause 34.2(a) includes a former spouse or de facto partner

34.3 Entitlement to unpaid leave

An employee is entitled to 5 days' unpaid leave to deal with family and domestic violence, as follows:

- (a) the leave is available in full at the start of each 12 month period of the employee's employment; and
- (b) the leave does not accumulate from year to year; and
- (c) is available in full to part-time and casual employees.

Note 1: A period of leave to deal with family and domestic violence may be less than a day by agreement between the employee and the employer.

Note 2: The employer and employee may agree that the employee may take more than 5 days' unpaid leave to deal with family and domestic violence.

34.4 Taking unpaid leave

An employee may take unpaid leave to deal with family and domestic violence if the employee:

- (a) is experiencing family and domestic violence; and
- (b) needs to do something to deal with the impact of the family and domestic violence and it is impractical for the employee to do that thing outside their ordinary hours of work.

Note: The reasons for which an employee may take leave include making arrangements for their safety or the safety of a family member (including relocation), attending urgent court hearings, or accessing police services.

34.5 Service and continuity

The time an employee is on unpaid leave to deal with family and domestic violence does not count as service but does not break the employee's continuity of service.

34.6 Notice and evidence requirements

Notice

An employee must give their employer notice of the taking of leave by the employee under clause 34.6. The notice:

- (a) must be given to the employer as soon as practicable (which may be a time after the leave has started); and
- (b) must advise the employer of the period, or expected period, of the leave.

Evidence

An employee who has given their employer notice of the taking of leave under clause 34.4 must, if required by the employer, give the employer evidence that would satisfy a reasonable person that the leave is taken for the purpose specified in clause 34.3.

Note: Depending on the circumstances such evidence may include a document issued by the police service, a court or a family violence support service, or a statutory declaration.

34.7 Confidentiality

- (a) Employers must take steps to ensure information concerning any notice an employee has given, or evidence an employee has provided under clause 34.6(b) is treated confidentially, as far as it is reasonably practicable to do so.
- (b) Nothing in clause 34.3 prevents an employer from disclosing information provided by an employee if the disclosure is required by an Australian law or is necessary to protect the life, health or safety of the employee or another person.

Note: Information concerning an employee's experience of family and domestic violence is sensitive and if mishandled can have adverse consequences for the employee. Employers should consult with such employees regarding the handling of this information.

34.8 Compliance

An employee is not entitled to take leave under clause 34 unless the employee complies with clause 34.

35. Long service Leave

Long Service Leave is as provided for in the Long Service Leave Act 1976 (Tas).

Schedule A – Wage Rates

The wage rates for Nursing Employees includes the Uniform Allowance and Laundry Allowance only, and are as follows:

Registered Nurse - Level 1	
Pay Point 1	\$29.30
Pay Point 2	\$30.83
Pay Point 3	\$32.26
Pay Point 4	\$33.68
Pay Point 5	\$35.10
Pay Point 6	\$36.52
Pay Point 7	\$37.95
Pay Point 8 and thereafter	\$39.37

Registered Nurse - Level 2	
Pay Point 1	\$40.79
Pay Point 2	\$41.74
Pay Point 3	\$42.83
Pay Point 4 and thereafter	\$43.78

Enrolled Nurse	
Pay Point 1	\$29.03
Pay Point 2	\$29.67
Pay Point 3 and thereafter	\$30.47

Any employees currently on a higher wage rate than their level will retain their current rate of pay until they reach an increased level.

Employees will receive a 2.5% increase to their base pay rate in the first full pay period in December 2020.

Schedule B—Classifications

B.1 Nursing Assistant

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

B.2 Nursing care

Nursing care means:

- giving assistance to a person who, because of disability, is unable to maintain their bodily needs without frequent assistance;
- carrying out tasks which are directly related to the maintenance of a person's bodily needs where that person because of disability is unable to carry out those tasks for themselves; and/or
- assisting a Registered Nurse to carry out the work described in B.5.
- For the purposes of this award nursing care also includes care provided by midwives.

B.3 Student Enrolled Nurse

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

B.4 Enrolled Nurses

B.4.1 Enrolled Nurse—Pay Point 1

- (a) Pay Point 1 refers to the Pay Point to which an Enrolled Nurse (EN) has been appointed.
- (b) An employee will be appointed based on training and experience including:
 - having satisfactorily completed a hospital based course of training in nursing of not more than 12 months duration leading to enrolment as an EN; or
 - having satisfactorily completed a course of training of 12 months duration in a specified branch of nursing leading to enrolment on a register or roll maintained by the Nursing and Midwifery Board of Australia or its successor; and
 - having practical experience of up to but not more than 12 months in the provision of nursing care and/or services, and, the undertaking of in-

service training, subject to its provision by the employing agency, from time to time.

(c) Skill indicators

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

B.4.2 Enrolled Nurse—Pay Point 2

- (a)** Pay Point 2 refers to the Pay Point to which an EN has been appointed.
- (b)** An employee will be appointed to this Pay Point based on training and experience including:

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

(c) Skill indicators

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

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

B.4.3 Enrolled Nurse—Pay Point 3

- (a)** Pay Point 3 refers to the Pay Point to which an EN has been appointed.
- (b)** An employee will be appointed to this Pay Point based on training and experience including:

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

(c) **Skill indicators**

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

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

B.4.4 Enrolled Nurse—Pay Point 4

(a) Pay Point 4 refers to the Pay Point to which an EN has been appointed.

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

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

(d) **Skill indicators**

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

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

B.4.5 Enrolled Nurse—Pay Point 5

(a) Pay Point 5 refers to the Pay Point to which an EN has been appointed.

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

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

(c) Skill indicators

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

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

B.5 Registered nurses

B.5.1 Registered Nurse—level 1 (RN1)

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

B.5.2 Registered Nurse—level 2 (RN2)

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

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

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

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

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

B.5.3 Registered Nurse—level 3 (RN3)

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

An employee at this level may also be known as a Clinical Nurse Consultant, Nurse Manager or Nurse Educator.

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

(i) Duties of a **Clinical Nurse Consultant** will substantially include, but are not confined to:

- providing leadership and role modelling, in collaboration with others including the Nurse Manager and the Nurse Educator, particularly in the areas of action research and quality assurance programs;
- staff and patient/client education;
- staff selection, management, development and appraisal;
- participating in policy development and implementation;
- acting as a consultant on request in the employee's own area of proficiency; for the purpose of facilitating the provision of quality nursing care;
- delivering direct and comprehensive nursing care to a specific group of patients or clients with complex nursing care needs, in a particular area of nursing practice within a practice setting;
- coordinating, and ensuring the maintenance of standards of the nursing care of a specific group or population of patients or clients within a practice setting; and
- coordinating or managing nursing or multidisciplinary service teams providing acute nursing and community services.

(ii) Duties of a **Nurse Manager** will substantially include, but are not confined to:

- providing leadership and role modelling, in collaboration with others including the Clinical Nurse Consultant and the Nurse Educator, particularly in the areas of action research and quality assurance programs;
- staff selection and education;
- allocation and rostering of staff;
- occupational health;
- initiation and evaluation of research related to staff and resource management;
- participating in policy development and implementation;
- acting as a consultant on request in the employee's own area of proficiency (for the purpose of facilitating the provision of quality nursing care);
- being accountable for the management of human and material resources within a specified span of control, including the development and evaluation of staffing methodologies; and
- managing financial matters, budget preparation and cost control in respect of nursing within that span of control.

(iii) Duties of a **Nurse Educator** will substantially include, but are not confined to:

- providing leadership and role modelling, in collaboration with others including the Clinical Nurse Consultant and the Manager, particularly in the areas of action research;
- implementation and evaluation of staff education and development programs;

- staff selection;
- implementation and evaluation of patient or client education programs;
- participating in policy development and implementation;
- acting as a consultant on request in the employee's own area of proficiency (for the purpose of facilitating the provision of quality nursing care); and
- being accountable for the assessment, planning, implementation and evaluation of nursing education and staff development programs for a specified population.

B.5.4 Registered Nurse—level 4 (RN4)

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

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

- (b) Appointment at a particular grade at this level will depend upon the level of complexity associated with the duties described in this clause. In this connection the number of beds in a facility will be a relevant consideration.
- (c) In addition to the duties of an RN3, an employee at this level will perform the following duties:
- (i) Duties of an **Assistant Director of Nursing (Clinical)** will substantially include, but are not confined to:
 - providing leadership and role modelling, in collaboration with others including the Assistant Director of Nursing (management) and Assistant Director of Nursing (education), particularly in the areas of selection of staff within the employee's area of responsibility;
 - provision of appropriate education programs, coordination and promotion of clinical research projects;
 - participating as a member of the nursing executive team;
 - contributing to the development of nursing and health unit policy for the purpose of facilitating the provision of quality nursing care;
 - managing the activities of, and providing leadership, coordination and support to, a specified group of Clinical Nurse Consultants;

- being accountable for the establishment, implementation and evaluation of systems to ensure the standard of nursing care for a specified span of control;
- being accountable for the development, implementation and evaluation of patterns of patient care for a specified span of control;
- being accountable for clinical operational planning and decision making for a specified span of control; and
- being accountable for appropriate clinical standards, through quality assurance programs, for a specified span of control.

(ii) Duties of an Assistant Director of Nursing (Management) will substantially include, but are not confined to:

- providing leadership and role modelling, in collaboration with others including the Assistant Director of Nursing (Clinical) and Assistant Director of Nursing (Education), particularly in the areas of selection of staff within the employee's area of responsibility;
- coordination and promotion of nursing management research projects;
- participating as a member of the nursing executive team;
- contributing to the development of nursing and health unit policy for the purpose of facilitating the provision of quality nursing care;
- managing the activities of, and providing leadership, coordination and support to, a specified group of Nurse Managers;
- being accountable for the effective and efficient management of human and material resources within a specified span of control;
- being accountable for the development and coordination of nursing management systems within a specified span of control; and
- being accountable for the structural elements of quality assurance for a specified span of control.

(iii) Duties of an Assistant Director of Nursing (Education) will substantially include, but are not confined to:

- providing leadership and role modelling, in conjunction with others including the Assistant Director of Nursing (Clinical) and the Assistant Director of Nursing (Management), particularly in the areas of selection of staff within the employee's area of responsibility;
- coordination and promotion of nurse education research projects;
- participating as a member of the nursing executive team, and contributing to the development of nursing and health unit policy for the purpose of facilitating the provision of quality nursing care;
- managing the activities of, and providing leadership, coordination and support to a specific group of Nurse Educators;
- being accountable for the standards and effective coordination of education programs for a specified population;

- being accountable for the development, implementation and evaluation of education and staff development programs for a specified population;
- being accountable for the management of educational resources including their financial management and budgeting control; and
- undertaking career counselling for nursing staff.

B.5.5 Registered Nurse level 5—(RN5)

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

An employee at this level may also be known as a Director of Nursing.

- (b) Appointment at a particular grade at this level will depend upon the level of complexity associated with the duties described in this clause. In this connection the number of beds in a facility will be a relevant consideration.
- (c) In addition to the duties of an RN4, an employee at this level will perform the following duties:
- being accountable for the standards of nursing care for the health unit and for coordination of the nursing service of the health unit;
 - participating as a member of the executive of the health unit, being accountable to the executive for the development and evaluation of nursing policy, and generally contributing to the development of health unit policy;
 - providing leadership, direction and management of the nursing division of the health unit in accordance with policies, philosophies, objectives and goals established through consultation with staff and in accordance with the directions of the Board of Directors of the health unit;
 - providing leadership and role modelling, in collaboration with others, particularly in the areas of staff selection, promotion of participative decision making and decentralisation of nursing management and generally advocating for the interests of nursing to the executive team of the health unit;
 - managing the budget of the nursing division of the health unit;
 - ensuring that nursing services meeting changing needs of clients or patients through proper strategic planning; and
 - complying, and ensuring the compliance of others, with the code of ethics and legal requirements of the nursing profession.

B.6 Occupational Health Nurses

The duties and responsibilities of Occupational Health Nurses include, but are not necessarily confined to:

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

B.6.1 Occupational Health Nurse—level 1

(a) An employee at this level:

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

B.6.2 Occupational Health Clinical Nurse—level 2

(a) An employee at this level:

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

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

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

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

B.6.3 Senior Occupational Health Clinical Nurse

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

- coordinates the occupational health nursing service; and
- provides support and direction to four or less Occupational Health Nurses and/or Occupational Health Clinical Nurses.

B.6.4 Occupational Health Nurse Consultant—level 3

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

- coordinates the occupational health nursing services; and
- provides support and direction to five or more Occupational Nurses and/or Occupational Health Clinical Nurses.

B.7 Nurse Practitioner

A Nurse Practitioner:

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

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

B.7.1 Role of a licensed Nurse Practitioner

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

B.7.2 Scope of practice

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

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

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

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

Schedule C—Part-day Public Holidays

This schedule operates where this Agreement otherwise contains provisions dealing with public holidays that supplement the NES.

A.1 Where a part-day public holiday is declared or prescribed between 7.00 pm and midnight on Christmas Eve (24 December in each year) or New Year's Eve (31 December in each year) the following will apply on Christmas Eve and New Year's Eve and will override any provision in this award relating to public holidays to the extent of the inconsistency:

- (a) All employees will have the right to refuse to work on the part-day public holiday if the request to work is not reasonable or the refusal is reasonable as provided for in the NES.
- (b) Where a part-time or full-time employee is usually rostered to work ordinary hours between 7.00 pm and midnight but as a result of exercising their right under the NES does not work, they will be paid their ordinary rate of pay for such hours not worked.
- (c) Where a part-time or full-time employee is usually rostered to work ordinary hours between 7.00 pm and midnight but as a result of being on annual leave does not work, they will be taken not to be on annual leave between those hours of 7.00 pm and midnight that they would have usually been rostered to work and will be paid their ordinary rate of pay for such hours.
- (d) Where a part-time or full-time employee is usually rostered to work ordinary hours between 7.00 pm and midnight, but as a result of having a rostered day off (RDO) provided under this award, does not work, the employee will be taken to be on a public holiday for such hours and paid their ordinary rate of pay for those hours.
- (e) Excluding annualised salaried employees to whom clause A.1(f) applies, where an employee works any hours between 7.00 pm and midnight they will be entitled to the appropriate public holiday penalty rate (if any) in this award for those hours worked.
- (f) Where an employee is paid an annualised salary under the provisions of this award and is entitled under this award to time off in lieu or additional annual leave for work on a public holiday, they will be entitled to time off in lieu or pro-rata annual leave equivalent to the time worked between 7.00 pm and midnight.
- (g) An employee not rostered to work between 7.00 pm and midnight, other than an employee who has exercised their right in accordance with clause A.1(a), will not be entitled to another day off, another day's pay or another day of annual leave as a result of the part-day public holiday.

This schedule is not intended to detract from or supplement the NES.

SIGNATORIES

FOR

GLENVIEW COMMUNITY SERVICES INC.

This agreement is signed by Lucy O'Flaherty in her capacity as the Chief Executive Officer of Glenview Community Services Incorporated.

Ms O'Flaherty's work address is:

2-10 Windsor Street
Glenorchy Tasmania 7010

As the Chief Executive Officer of Glenview Community Services Incorporated, Ms O'Flaherty has the authority to sign the Agreement on behalf of the employer.

Lucy O'Flaherty
Chief Executive Officer
Glenview Community Services Incorporated


Signature



Date

15/5/2020

Witnessed by (signature)



Witness name in full

JANET GAIL BOWDEN

Witness address

CF-2-10 WINDSOR STREET.
GLENORCHY TAS 7010
m

FOR THE HEALTH AND COMMUNITY SERVICES UNION (Tasmania):

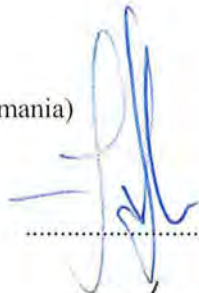
This agreement is signed by T Jacobson in his capacity as the Secretary of the Health and Community Services Union.

Mr Jacobson's work address is : 11 Clare Street, New Town, Tasmania, 7008

As the Secretary of the Health and Community Services Union (Tasmania), Mr Jacobson has the authority to sign the Agreement on behalf of employees who are members of the Health and Community Services Union and are employed pursuant to this Agreement.

Mr Timothy Jacobson
Secretary
Health and Community Services Union (Tasmania)

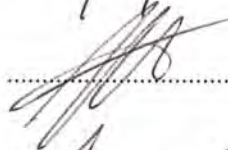
Signature



Date

13/08/20

Witnessed by (signature)



Witness name in full

James Edmondson

Witness address

11 Clare St. New Town
Tas 7008

FOR AUSTRALIAN NURSING AND MIDWIFERY FEDERATION (Tasmanian Branch)

This agreement is signed by E Shepherd in her capacity as the Secretary of the Australian Nursing and Midwifery Federation (Tasmanian Branch).

Mr Shepherd's work address is : 182 Macquarie Street, Hobart, Tasmania, 7000

As the Secretary of the Australian Nursing and Midwifery Federation, Ms Shepherd has the authority to sign the Agreement on behalf of employees who are members of the Australian Nursing and Midwifery Federation (Tasmanian Branch) and are employed pursuant to this Agreement.

Emily Shepherd
Secretary
Australian Nursing and Midwifery Federation (Tasmanian Branch)

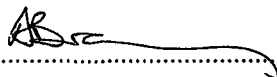
Signature



Date

18 / 05 / 2020

Witnessed by (signature)



Witness name in full

ANDREW BEAKE

Witness address

C/ 182 Macquarie Street
Hobart
7000,

IN THE FAIR WORK COMMISSION

FWC Matter No.:
AG2020/1484

Undertaking- section 190

I, Lucy O'Flaherty, Chief Executive Officer of Glenview Community Services Inc. give the following undertakings with respect to the Glenview Community Services Nursing Enterprise Agreement 2020 ("the Agreement"):

1. I have the authority given to me by Glenview Community Services Inc. to provide this undertaking in relation to this application before the Fair Work Commission.
2. Glenview Community Services Inc. undertakes that clause 11.6 (g) (iii) which states: *'it is known or reasonably foreseeable that the hours of work which the regular casual employee is required to perform will be significantly changed in the next 12 months.'*

is varied to:

'it is known or reasonably foreseeable that the hours of work which the regular casual employee is required to perform will be significantly reduced in the next 12 months.'

3. Glenview Community Services Inc. undertakes that Time off In Lieu of payment for overtime can be undertaken as follows:
 - (a) An employee and employer may agree to the employee taking time off instead of being paid for a particular amount of overtime that has been worked by the employee.
 - (b) The period of time off that an employee is entitled to take is equivalent to the overtime payment that would have been made.

EXAMPLE: By making an agreement an employee who worked 2 overtime hours at the rate of time and a half is entitled to 3 hours' time off.

- (c) Time off must be taken:
 - (i) within the period of 6 months after the overtime is worked; and
 - (ii) at a time or times within that period of 6 months agreed by the employee and employer.
- (d) If the employee requests at any time, to be paid for overtime the employer must pay the employee for the overtime in the next pay period following the request, at the overtime rate applicable to the overtime when worked.
- (e) If time off for overtime that has been worked is not taken within the period of 6 months mentioned in paragraph (c), the employer must pay the employee for the overtime in the next pay period following those 6 months, at the overtime rate applicable to the overtime when worked.

- (f) The employer must not exert undue influence or undue pressure on an employee in relation to a decision by the employee to make, or not make, an agreement to take time off instead of payment for overtime.
- (g) The employee may, under section 65 of the Act, request to take time off, at a time or times specified in the request or to be subsequently agreed by the employer and the employee, instead of being paid for overtime worked by the employee.

Note: If an employee makes a request under section 65 of the Act for a change in working arrangements, the employer may only refuse that request on reasonable business grounds (see section 65(5) of the Act).

(h) If, on the termination of the employee's employment, time off for overtime worked by the employee to which Time Off In Lieu applies and has not been taken, the employer must pay the employee for the overtime at the overtime rate applicable to the overtime when worked.

Employer name: Lucy O'Flaherty

Authority to sign: Chief Executive Officer

Signature:



Date: 1st July 2020