



DECISION

Fair Work Act 2009
s.185—Enterprise agreement

Hobart District Nursing Service Inc
(AG2017/4707)

HOBART DISTRICT NURSING SERVICE INC NURSES AGREEMENT 2017

Tasmania

COMMISSIONER LEE

MELBOURNE, 19 MARCH 2018

Application for approval of the Hobart District Nursing Service Inc. Nurses Agreement 2017.

[1] An application has been made for approval of an enterprise agreement known as the *Hobart District Nursing Service Inc. Nurses Agreement 2017* (the Agreement). The application was made pursuant to s.185 of the *Fair Work Act 2009* (the Act). It has been made by Hobart District Nursing Service Inc. The Agreement is a single enterprise agreement.

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

[3] Subject to the undertakings referred to above, I am satisfied that each of the requirements of ss.186, 187, 188 and 190 as are relevant to this application for approval have been met.

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

[5] The Agreement is approved and, in accordance with s.54 of the Act, will operate from 26 March 2018. The nominal expiry date of the Agreement is 20 August 2020.



COMMISSIONER

Printed by authority of the Commonwealth Government Printer

<AE427673 PR601278>

Annexure_A

IN THE FAIR WORK COMMISSION

FWC Matter No. AG2017/4707
Applicant: The District Nurses

UNDERTAKINGS

I Kim Macgowan the CE of The District Nurses, in accordance with section 190 of the *Fair Work Act 2009*, gives the following undertakings with respect to the **Hobart District Nursing Services Inc Nurses Agreement 2017** ("the Agreement"):

1. That clause 25.2 of the Agreement is replaced with the following wording:
For the purposes of the NES an Employee who is regularly rostered to work on weekends or Public Holidays as part of their ordinary hours or who is regularly rostered on-call on weekends and they work no less than 20 shifts or part shifts on weekends is entitled to an additional 38 hours Annual Leave annually throughout the year and is credited fortnightly.
2. That clause 11.8 of the Agreement is replaced with the following wording:
An Employee who is absent from work without justifiable cause for more than seven (7) days without notifying the Employer of the reason for the absence, is to be considered on face value to have abandoned their employment. In circumstances of abandonment of employment the Employer will provide notice of termination in accordance with the NES.
3. That clause 11.2 (b) of the Agreement is replaced with the following wording:
If an Employee does not give the period of notice specified in clause 11.2(a) above, or does not work out the period of notice, the Employee will only be paid, entitlements calculated to, the last day of work performed or, if on leave, at the end of the actual period of notice actually given.

SIGNED on behalf of and with the authority of

The District Nurses

Authorised signature



Name

Kim Macgowan

Position

CE

Address

2 Birdwood Avenue, Moonah 7009

Date

13 March 2018



The District Nurses

HOBART DISTRICT NURSING SERVICE INC.

NURSES AGREEMENT 2017

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.

TABLE OF CONTENTS

PART 1 - GENERAL7

1. TITLE7

2. PARTIES7

3. COVERAGE.....7

4. DATE AND PERIOD OF OPERATION7

5. ACCESS TO AGREEMENT7

6. EFFECT OF THIS AGREEMENT7

7. DEFINITIONS.....8

PART 2 – CONSULTATION AND FLEXIBILITY10

8. FLEXIBILITY CLAUSE10

9. CONSULTATION CLAUSE.....11

9.1 Consultation regarding major change11

9.2 Consultation about changes to rosters or hours of work.....12

PART 3 – EMPLOYMENT CONDITIONS14

10. CONTRACT OF EMPLOYMENT14

10.1 Terms of Employment14

10.2 Types of Employment.....14

10.3 Probationary Employment14

10.4 Full-time Employees15

10.5 Part-time Employees15

10.6 Casual Employees16

11. TERMINATION17

11.1 Notice of Termination by the Employer17

11.2 Notice of termination by the Employee18

11.3 Summary termination.....18

11.4 Job Search entitlement.....18

11.5 Termination payments19

11.6 Certificate of service.....19

11.7 Actions upon termination.....19

11.8 Abandonment of employment.....19

12. EMPLOYEE OBLIGATIONS19

13. TRANSFERS20

13.1 Within reasonable commuting distance.....20

13.2	Transfer requiring relocation.....	20
14.	REDUNDANCY.....	20
14.1	Commitment to Consult	21
14.2	Redeployment and Retraining.....	21
14.3	Notice of redundancy	21
14.4	Redundancy Process.....	22
14.5	Redundancy Package	22
14.6	Time off to seek other Employment.....	23
14.7	Financial Counselling	23
	PART 5 – SALARIES AND RELATED MATTERS.....	23
15.	SALARY INCREASES	23
16.	CLASSIFICATION STRUCTURE	23
17.	SUPERANNUATION.....	24
17.1	Superannuation legislation.....	24
17.2	Employer contributions	24
17.3	Voluntary Employee contributions.....	24
17.4	Superannuation fund.....	24
18.	PAYMENT OF WAGES	24
18.1	Time and interval of payment	25
18.2	Method of payment of salaries	25
18.3	Statement of salaries.....	25
18.4	Deduction of moneys	25
18.5	Overpayment of salaries.....	25
18.6	Late payment of salaries.....	25
18.7	Payment of salaries on termination	26
19.	ALLOWANCES	26
19.1	Higher duties and In-Charge Allowance	26
19.2	Post Graduate Qualification Allowance.....	26
19.3	Preceptor Allowance	27
19.4	Meal Allowance when required to work away from usual workplace.....	27
19.5	Meal to be provided/Allowance paid when required to work overtime	27
19.6	Driving Licence Allowance	27
19.7	Immunisation Allowance	27
19.8	Travel	28
19.9	Excess Fares	28

19.10	Uniform.....	28
19.11	Allowances not to be taken into account.....	29
19.12	Increases to Allowances	29
20.	ON-CALL ARRANGEMENTS	29
20.1	Call back.....	29
20.2	On Call.....	29
20.3	Remote on call.....	29
PART 6 – HOURS OF WORK		30
21.	HOURS OF WORK	30
21.1	Ordinary hours of work day workers.....	30
21.2	Make up time.....	30
21.3	Ordinary hours of work Shift workers	30
21.5	Shift allowances	31
21.6	Rate for working on Saturday, Sunday and Public Holiday shifts.....	31
21.7	Broken shifts.....	31
21.8	Part – time Shift workers.....	32
21.9	Rosters	32
21.10	Relief Employees	32
22.	MEALS BREAKS AND REST PERIODS	33
22.1	Meal break Shift workers.....	33
22.2	Meal Breaks day workers	33
22.3	Meal break when required to work overtime	33
23.	OVERTIME.....	34
23.1	Requirement to work reasonable overtime	34
23.2	Calculation	34
23.3	Overtime Rates day workers	34
23.4	Overtime rates Shift workers	34
23.5	Eight Hour Break between Shifts.....	35
24.	VOLUNTARY EXTRA HOURS.....	35
PART 7 – LEAVE ENTITLEMENTS & PUBLIC HOLIDAYS		36
25.	ANNUAL LEAVE.....	36
25.1	Leave accrual	36
25.2	Additional leave accrual	36
25.3	Annual leave exclusive of public holidays	36
25.4	Personal leave during annual leave.....	36

25.5	Annual leave may be taken in more than one period	37
25.6	Annual leave allowed in advance	37
25.7	Payment for period of leave	37
25.8	Leave loading	37
25.9	Payment in lieu of annual leave	37
25.10	Payment on termination	38
25.11	Calculation of continuous service.....	38
25.12	Employer instigated cancellation of leave.....	38
26.	PERSONAL LEAVE.....	39
26.1	Paid Personal Leave	39
26.2	Amount of personal leave	39
26.3	Sick leave	40
26.4	Carer's leave	40
26.5	Planned personal leave	40
26.6	Evidentiary requirements	40
26.7	Notification Requirements	40
26.8	Unpaid Personal leave	41
26.9	Casual Employees	41
27.	COMPASSIONATE LEAVE	41
27.1	Basic Entitlement.....	41
27.2	Additional Entitlement	42
28.	PARENTAL LEAVE AND RELATED ENTITLEMENTS.....	42
28.1	Transitional arrangements - annual leave	43
28.2	Variation of a period of Parental Leave	43
28.3	Use of other leave in conjunction with Parental Leave.....	43
28.4	Returning to work after a period of Parental Leave.....	43
28.5	Unpaid Parental Leave.....	44
29.	PUBLIC HOLIDAYS.....	44
29.1	Prescribed holidays.....	44
29.2	Payment for prescribed public holidays	44
29.3	Payment for work done on public holidays.....	44
29.4	Payment when released from work early	44
29.5	Substitution of public holidays by agreement.....	44
30.	COMMUNITY SERVICE LEAVE	45
30.1	Jury Service	46

31.	BLOOD DONORS	47
31.1	Paid absence	47
31.2	Notification	47
31.3	Proof of attendance.....	47
32.	FAMILY VIOLENCE.....	47
33.	FAMILY FRIENDLY WORKING ARRANGEMENTS	47
34.	LONG SERVICE LEAVE	48
35.	PROFESSIONAL DEVELOPMENT.....	48
35.1	Conference / Seminar Leave.....	48
36.	NEW GRADUATE PROGRAMME	49
36.1	Graduate positions available/contract of employment	49
36.2	Graduate support and client load.....	49
36.3	Graduate Assessment.....	50
36.4	Termination of the Graduate Programme.....	50
37.	PAYMENT OF POLICE CHECKS	51
38.	HEALTH AND WELLBEING.....	51
39.	UNION DELEGATES RIGHTS	51
40.	ANMF (TAS) BRANCH COUNCIL/HSU COUNCIL.....	52
41.	NOTICE BOARD	52
42.	SALARY PACKAGING	52
43.	CEREMONIAL LEAVE	54
	PART 9 – DISPUTE RESOLUTION	54
44.	DISPUTE RESOLUTION PROCEDURE	54
	Appendix 1 – Classification, Salary Structure and Allowances.....	57
	Appendix 2 – Classification Definitions	59

PART 1 - GENERAL

1. TITLE

This Agreement shall be known as the Hobart District Nursing Service Inc. Nurses Agreement 2017.

2. PARTIES

The parties to this Agreement are

- (a) The Hobart District Nursing Service Inc. (**'the Employer' or 'HDNS'**);
- (b) Employees of the Employer referred to in clause 3 (Coverage) of this Agreement (**'Employees'**);
- (c) The Australian Nursing and Midwifery Federation, Tasmanian Branch; and
- (d) The Health Services Union Tasmanian Branch.

3. COVERAGE

- (a) This Agreement applies to HDNS and its Employees in positions classified within the classification structure contained in Appendix 1 (Classification, Salary Structure and Allowances) of this Agreement.

4. DATE AND PERIOD OF OPERATION

- (a) This Agreement will come into operation seven (7) days after the Fair Work Commission approves the Agreement.
- (b) The nominal expiry date of this Agreement is 14 August 2020.
- (c) This Agreement will continue to apply after the nominal expiry date until it is replaced or terminated in accordance with the requirements of the Act.

5. ACCESS TO AGREEMENT

A copy of this Agreement will be made available by contacting the HDNS Human Resources Department and will also be made available on the intranet.

6. EFFECT OF THIS AGREEMENT

This Agreement wholly replaces the Award (other than where there is a specific reference to an award term within this Agreement) and any other modern award, registered industrial

instrument (however named or described) and/or unregistered industrial agreement that applies to Employees covered by this Agreement.

7. DEFINITIONS

Unless otherwise indicated, the following words and terms used in this Agreement have the meaning indicated:

Act means the *Fair Work Act 2009*

Agreement means this Agreement, the Hobart District Nursing Service Inc. Nurses Agreement 2017.

Afternoon shift means any shift finishing after 6.00 pm and at or before midnight.

Award(s) means any applicable award or agreement and includes those howsoever described in the Act as an award, federal award, transitional federal award, pre-reform federal award, pre-reform certified agreement, a modern award, a preserved state agreement and a notional agreement preserving a state award.

Casual Employee means an Employee engaged on an irregular, variable or unpredictable basis or on an as and when required basis.

De facto partner means a person who, although not legally married to the Employee, lives with the Employee in a relationship as a couple on a genuine domestic basis (whether the Employee and the person are of the same sex or different sexes) and includes a former De facto partner of the Employee.

Employee means an Employee employed by the Employer and covered by this Agreement.

Employer means The Hobart District Nursing Service Inc.

Executive staff means Director of Nursing.

Full-time Employee means an Employee engaged to work an average of 38 ordinary hours per week as prescribed at clause 21.1 (Ordinary Hours) of this Agreement.

FWC means the Fair Work Commission.

HDNS has the same meaning as 'Employer'.

HESTA means the superannuation fund established under the relevant Federal legislation.

Immediate family of an Employee means:

- (a) a Spouse, De facto partner, child, step child, parent including parent in law and step parent, grandparent, grandchild or sibling of the Employee; or
- (b) a child, step child, parent including parent in law and step parent, grandparent, grandchild or sibling of a Spouse or De facto partner of the Employee.

Long Service Leave Act means the Long Service Leave Act 1976 (Tas).

NES means the National Employment Standards.

New Graduate means a nurse with twelve (12) months or less clinical practice post their initial registration as a nurse.

Night shift means a shift finishing after midnight and before 8.00am.

Nurse Mentor means a registered nurse with experience within the area of community nursing who provides guidance and direction to a new graduate over a period of weeks or months. The nurse mentor will be entitled to payment of the preceptor allowance for periods of direct clinical, and related (eg report writing, patient review), supervision.

Ordinary weekly rate means the Ordinary hourly rate multiplied by 38 for an Employee's classification as specified in Appendix 1 (Classification Structure, Salary Rates and Allowances) of this Agreement.

Ordinary hourly rate means the salary for an Employee's classification as specified in Appendix 1 (Classification Structure, Salary Rates and Allowances) of this Agreement (the Ordinary rate) divided by 52 and then divided by 38.

Part-time Employee means an Employee who is engaged to work less than an average of 38 ordinary hours per week for all other Employees and whose hours of work are reasonably predictable.

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

Roster means a written roster setting out the names of Employees required to work in accordance with the roster, and the days, dates, times and hours when each rostered employee is required to work.

Shift worker means an Employee means an employee who is required to work rotating shifts in accordance with a roster.

Spouse includes a former Spouse.

Team Leader means the person to whom an Employee reports – a supervisor or manager.

Union means the The Australian Nursing and Midwifery Federation, Tasmanian Branch or the Health Services Union Tasmania Branch.

Year of service means 1976 ordinary hours worked, and includes all paid leave.

PART 2 – CONSULTATION AND FLEXIBILITY

8. FLEXIBILITY CLAUSE

- (a) HDNS and an individual Employee covered by this Agreement may agree to make an individual flexibility arrangement to vary the effect of terms of the Agreement if:
 - (i) The arrangement deals with one or more of the following matters:
 - 1. Arrangements about when work is performed;
 - 2. Overtime rates;
 - 3. Penalty rates;
 - 4. Allowances; and
 - 5. Leave loading.
 - (ii) The arrangement meets the genuine needs of the Employer and Employee in relation to one or more of the matters mentioned in clause 8(a)(i) above;
 - (iii) The arrangement is genuinely agreed to by the Employer and Employee without coercion or duress; and
 - (iv) The arrangement is only entered into after the Employee has commenced employment with the Employer.
- (b) The Employee may consult with a representative of their choice prior to agreeing to an individual flexibility arrangement.
- (c) The Employer must ensure that the terms of the individual flexibility arrangement:
 - (i) Are about permitted matters under section 172 of the *Fair Work Act 2009*; and
 - (v) Are not unlawful terms under section 194 of the *Fair Work Act 2009*;
 - (ii) Is about matters that would be permitted matters if the individual flexibility arrangement was an enterprise agreement and must not include a term that would be an unlawful term if the individual flexibility arrangement were an enterprise agreement; and
 - (iii) Result in the Employee being better off overall than the Employee would be if no arrangement had been agreed to.
- (d) The Employer must ensure that the individual flexibility arrangement:
 - (i) Is in writing; and
 - (ii) Includes the name of the Employer and Employee; and
 - (iii) Is signed by the Employer and Employee and if the Employee is under 18 years of age, signed by a parent or guardian of the Employee; and
 - (iv) Includes details of:
 - 1. The terms of the enterprise agreement that will be varied by the arrangement;

2. How the arrangement will vary the effect of the Agreement terms;
 3. How the Employee will be better off overall in relation to the terms and conditions of his or her employment as a result of the arrangement; and
 4. States the day on which the arrangement commences.
- (e) The Employer must give the Employee a copy of the individual flexibility arrangement within 14 days after it is agreed to.
- (f) The Employer or Employee may terminate the individual flexibility arrangement:
- (i) By giving no more than 28 days written notice to the other party to the arrangement; or
 - (ii) If the Employer and Employee agree in writing - at any time.
- (g) The right to make an individual flexibility arrangement pursuant to this clause (clause 8) is in addition to, and is not intended to otherwise affect, any provision for an agreement between the Employer and an individual Employee contained in any other term of this Agreement.

9. CONSULTATION CLAUSE

9.1 Consultation regarding major change

- (a) This term applies if:
- (i) The Employer has made a definite decision to introduce a major change to production, program, organisation, structure, or technology in relation to its enterprise; and
 - (ii) The major change is likely to have a significant effect on Employees of the enterprise.
- (b) The Employer must notify the relevant Employees of the definite decision to introduce the major change before implementing the definite decision.
- (c) The relevant Employees may appoint a representative for the purposes of the procedures in this term.
- (d) If:
- (i) A relevant Employee appoints, or relevant Employees appoint, a representative for the purposes of consultation; and
 - (ii) The Employee or Employees advise the Employer of the identity of the representative; the Employer must recognise the representative.
- The Employer must recognise the representative.
- (e) As soon as practicable after making its definite decision, the Employer must:
- (i) Discuss with the relevant Employees:
 1. The introduction of the major change; and

2. The effect the major change is likely to have on the Employees; and
 3. Measures the Employer is taking to avert or mitigate the adverse effect of the major change on the Employees; and
- (ii) for the purposes of the discussion - provide, in writing, to the relevant Employees:
1. All relevant information about the change including the nature of the change proposed; and
 2. Information about the expected effects of the change on the Employees; and
 3. Any other matters likely to affect the Employees.
- (f) However, the Employer is not required to disclose confidential or commercially sensitive information to the relevant Employees.
- (g) The Employer must give prompt and genuine consideration to matters raised about the major change by the relevant Employees.
- (h) In this term, a major change is *likely to have a significant effect on Employees* if it results in:
- (i) The termination of the employment of Employees; or
 - (ii) Major change to the composition, operation or size of the Employer's workforce or to the skills required of Employees; or
 - (iii) The elimination or diminution of job opportunities (including opportunities for promotion or tenure); or
 - (iv) The alteration of hours of work; or
 - (v) The need to re-train Employees; or
 - (vi) The need to relocate Employees to another workplace; or
 - (vii) The restructuring of jobs.
- (i) In this term, *relevant Employees* means the Employees who may be affected by the major change.

9.2 Consultation about changes to rosters or hours of work

- (a) Where the Employer proposes to change an Employee's regular roster or ordinary hours of work, the Employer must consult with the Employee or Employees affected and their representatives, if any, about the proposed change. The Employer must:
- (i) Provide to the Employee or Employees affected and their representatives, if any, information about the proposed change (for example, information about the nature of the change to the Employee's regular roster or ordinary hours of work and when that change is proposed to commence);
 - (ii) Invite the Employee or Employees affected and their representatives, if any, to give their views about the impact of the proposed change (including any impact in relation to their family or caring responsibilities); and

- (iii) Give consideration to any views about the impact of the proposed change that are given by the Employee or Employees concerned and/or their representatives.
- (b) The requirement to consult under this clause does not apply where an Employee has irregular, sporadic or unpredictable working hours.

These provisions are to be read in conjunction with other Agreement provisions concerning the scheduling of work and notice requirements.

PART 3 – EMPLOYMENT CONDITIONS

10. CONTRACT OF EMPLOYMENT

10.1 Terms of Employment

- (a) Each Employee shall receive a letter of appointment stating their workplace, their weekly hours, award classification, job title and whether they are engaged as a Shift worker or day worker.
- (b) All Employees not employed as a Casual Employee will be employed by the fortnight.
- (c) The Employer shall provide a job description upon engagement. An Employer may direct an Employee to carry out such duties as are within the limits of the Employee's skill, competence and training consistent with the classification structure of this Agreement. An Employer may direct an Employee to carry out such duties and use such equipment as may be required, provided that the Employee has been properly trained in the use of such equipment.
- (d) Employees, other than Casual Employees, are entitled to be paid in respect of any week at their relevant rate as specified in this Agreement, including shift and weekend loadings where applicable, if:
 - (i) Due to the act, default or order of their Employer they do not work for their full number of ordinary hours; and
 - (ii) They are ready, willing and available to work their full number of ordinary hours in that week.

10.2 Types of Employment

- (a) An Employee may be engaged by the Employer as a:
 - (i) Full-time Employee;
 - (ii) Part-time Employee; or
 - (iii) Casual Employee.

10.3 Probationary Employment

- (a) HDNS may initially engage a Full-time or Part-time Employee for a period of probationary employment for the purpose of determining the Employee's suitability for ongoing employment.
- (b) During the probationary period HDNS will assess an Employee's suitability for the position including:
 - (i) Achievement of position based competencies;
 - (ii) Motivational fit for the position;
 - (iii) Organisational fit which will include observing the Employee's behaviours to ensure they are consistent with the HDNS Pty Ltd vision and values; and

- (iv) The Employee's ability to integrate with the Employee's work team including the Employee's ability to align his or her own goals and values to the shared goals and values of the team and proactively work to achieve these.
- (c) Probationary employment forms part of an Employee's period of continuous service for all purposes of this Agreement.
- (d) An Employee's period of probation will be 6 months.
- (e) During the period of an Employee's probation, HDNS or the Employee may terminate the employment by giving 1 week's notice in writing.
- (f) HDNS may pay an Employee in lieu of all or part of the notice period referred to in clause 10.3(e) above.
- (g) The notice period set out in clause 10.3(e) does not apply in respect to an Employee whose employment is terminated based on serious misconduct.

10.4 Full-time Employees

- (a) All full-time Employees shall be employed on the basis of an average of thirty-eight (38) hours per week and shall receive one (1) accrued day off (ADO) each twenty-eight (28) day roster cycle.
- (b) The paid day off accrued under the nineteen day month is to be rostered to fall on a weekday i.e. Monday to Friday, and the Employer will endeavour to ensure that the accrued day off is rostered to fall either the day before or the day after rostered days off.
- (c) Where on a working day an employee is absent without pay twenty-four minutes for each such day of absence shall be deducted from payment of the employee's accrued day off.
- (d) Days of paid absence on public holidays count toward payment of the accrued day off.
- (e) Where an accrued day off falls on a public holiday a substituted accrued day off shall be granted and taken as soon as possible.

10.5 Part-time Employees

- (a) Part-time Employees work regular hours which are less than full time hours.
- (b) The terms of this Agreement shall apply pro rata to Part-time Employees based on the ordinary weekly hours for Full-time Employees.
- (c) Part time Employees are paid an hourly rate for the hours they work and the hourly rate is calculated from the appropriate salary level in Appendix 1 (Classification, Salary Structure and Allowances) of this Agreement.
- (d) Before commencing part-time employment, HDNS and the Part-time Employee will agree in writing a regular pattern of work including the minimum number of hours to be worked each week, the days of the week the Employee will work and the starting and finishing times each day. If the Part-time Employee is to work in accordance with a work roster, the rostering arrangements which will apply to the agreed hours will be provided.

- (e) The hours of work may be varied by agreement between HDNS and the Part-time Employee. Any variation will be in writing and retained by HDNS. A written variation may include an email, a notation on a timesheet or work roster. Variations may be:
 - (i) Short term – to address a specific business or personal requirement;
 - (ii) Long term – to address a change or requirement within the workplace that may last a number of weeks or months; or
 - (iii) A permanent change.
- (f) Agreed variations to a Part-time Employee's hours of work are paid at the Employee's Ordinary hourly rate. All other additional hours are paid at the applicable overtime rate.
- (g) For any part-time employee doing a shift in excess of their contracted hours, the Employer shall provide twenty-four (24) hours notice of the cancellation of such shift. Any part-time employee who does not receive such notice shall be paid their ordinary hourly rate for the period they would have worked had their shift not been cancelled. Where the relevant Manager cancels an employee's shift with less notice than provided for above and as a result the employee incurs registered commercial child care costs, such costs will be reimbursed by the Employer upon the provision of authorised receipts.
- (h) A Part-time Employee shall be paid a minimum of four (4) hours at the appropriate rate for each engagement.
- (i) Where additional shift work hours become available, Part-time shift workers shall have first option of those hours. The employer shall ensure that the distribution of additional shifts to existing staff is equitable.

10.6 Casual Employees

- (a) A Casual Employee is engaged by the hour on an irregular, variable or unpredictable basis or on an as and when needed basis.
- (b) A Casual Employee shall be paid a minimum of two (2) hours at the appropriate rate per engagement.
- (c) The rate of pay for ordinary hours of work is the Ordinary hourly rate, plus a loading in lieu of annual leave, personal leave and public holidays (a "**Casual loading**"). The applicable Casual loading shall be 25%. The loading payable to Casual Employees is to be applied to the Ordinary Hourly Rate before calculating rates payable for afternoon shifts, night shifts, weekend and public holiday shifts, but shall not be taken into account when calculating overtime payments.
- (d) Where an Employer has engaged a Casual Employee in accordance with this clause the Employer shall provide twelve (12) hours notice of cancellation of the engagement. Any Employee who does not receive such notice shall be paid their ordinary rate for the period that they would have worked had the shift not been cancelled.
- (e) Where a nurse has been employed as a Casual Employee for a period of twelve (12) months or longer, that Employee can request to change to either a Full-time Employee or Part-time Employee. HDNS will not unreasonably refuse such a request.

- (f) Casual Employees must not be placed on a roster for a period in excess of six (6) months unless engaged to temporarily cover the absence of a Full-time or Part-time Employee.
- (g) A Casual employee rostered to work a public holiday will be paid double time the casual loaded rate for that day.

11. TERMINATION

11.1 Notice of Termination by the Employer

- (a) Except in circumstances of misconduct justifying summary dismissal an Employee whose employment is terminated at the initiative of the Employer shall be given notice of termination of employment, or payment in lieu of notice, by the Employer as follows:

Period of Continuous Service	Period of Notice
Up to 3 years	2 weeks
More than 3 years but not more than 5 years	3 weeks
More than 5 years	4 weeks

- (b) If the Employee is aged over 45 at the time of being given notice, and has been employed for not less than two years with the Employer, the Employee is entitled to a further weeks' notice in addition to the relevant notice prescribed in clause 11.1(a) above.
- (c) The period of notice in this clause (clause 11.1) shall not apply in the case of dismissal for serious misconduct, or in the case of Casual Employees.
- (d) During the notice period HDNS may:
 - (i) Make a payment in lieu of the entire notice period, or may require an Employee to work part of the notice period and pay the Employee in lieu of the remaining period notice period;
 - (ii) By agreement with the Employee, an Employee may undertake suitable alternative duties; and/or
 - (iii) Require an Employee to remain absent from the workplace for all or part of the notice period. An Employee required by HDNS to remain absent from the workplace will be paid their ordinary earnings during this period.
- (e) In calculating any payment in lieu of notice, the salaries the Employee would have received in respect of the ordinary time that would have been worked during the period of notice will be used.

11.2 Notice of termination by the Employee

- (a) The notice of termination required to be given by an Employee is fourteen (14) days, unless another arrangement is mutually agreed between the Employee and the Employer.
- (b) If an Employee does not give the period of notice specified in clause 11.2(a) above, or does not work out the period of notice, the Employee will only be paid, entitlements calculated to, the last day of work performed or, if on leave, at the end of the actual period of notice actually given and the Employer may withhold any monies due to the Employee on termination under this Agreement or the NES, an amount not exceeding the amount the Employee would have been paid under this Agreement in respect of the period of notice required by this clause less any period of notice actually given by the Employee.

11.3 Summary termination

- (a) Without limiting HDNS' rights, an Employee may be summarily dismissed from their employment for any of the following reasons:
 - (i) Actions amounting to serious misconduct as defined by the *Fair Work Act 2009* (Cth) and *Fair Work Regulations 2009* (Cth);
 - (ii) Conviction of an offence that has a significant adverse impact on the Employee's ability to perform the position requirements; or
 - (iii) Without reasonable cause, neglecting or refusing to attend to the business of HDNS, displaying professional or clinical incompetence or repeatedly failing to observe or perform any of the Employee's duties;
 - (iv) Concealing any material fact or making a false representation (including prior to the commencement of the Employee's employment) about your qualifications or work experience;
 - (v) Concealing any material fact or making a false representation (including prior to the commencement of your employment) about your health or physical wellbeing which may adversely impact upon the Employee's ability to undertake his or her duties;
 - (vi) Consumption of alcohol or drugs in the workplace contrary to Work Health and Safety requirements; or
 - (vii) Any misconduct which, in the opinion of HDNS injures, or had the capacity to injure, the reputation or business of HDNS or otherwise render you unfit to serve at HDNS.
- (b) HDNS is not required to provide notice of termination in accordance with clause 11.1(a), or any other notice, if an Employee is summarily dismissed from their employment.

11.4 Job Search entitlement

- (a) Where an Employer has given notice of termination to an Employee, an Employee must be allowed up to one day's time off without loss of pay for the purpose of seeking other employment. The time off is to be taken at times that are convenient to the Employee after consultation with the Employer.

11.5 Termination payments

- (a) On termination of employment the Employee will be paid any accrued Annual Leave, Long Service Leave (if applicable) and/or notice entitlement, subject to paying notice in lieu.
- (b) All payments made as a result of termination of employment will occur on the next nominated pay day.

11.6 Certificate of service

- (a) Upon termination of employment for any reason whatsoever, the Employer will provide the Employee with a certificate of service detailing the nature of employment, period of employment and salary.

11.7 Actions upon termination

Upon termination of an Employee's employment with HDNS:

- (a) An Employee must return all property of HDNS into the control of the Employee's immediate manager. HDNS property includes, but is not limited to, all keys, tools, equipment (including computer equipment), documents, uniform clothing and personal protective equipment.
- (b) At the request of an Employee to their immediate manager, the manager may approve certain items of HDNS property remaining in the possession of the Employee after the date of termination of the employment. HDNS may require the Employee to pay an agreed amount for the HDNS property. Any approval must be confirmed in writing prior to the date of termination and provided to HDNS's Director. Any HDNS property approved to remain in the possession of an Employee, in this manner shall become the property of the Employee from the close of business on the date of termination of the Employee's employment.

11.8 Abandonment of employment

An Employee who is absent from work without justifiable cause for more than seven (7) days without notifying the Employer of the reason for the absence, is to be considered on face value to have abandoned their employment. Service is deemed to have ceased from that time (that is, seven (7) days from the first day of absence).

12. EMPLOYEE OBLIGATIONS

- (a) In addition to the duties and responsibilities detailed in an Employee's position description, HDNS may direct an Employee to carry out duties which it considers to be within the Employee's skill, competence and training.
- (b) In addition to clause 12(a) above, an Employee must:
 - (i) Perform all duties and responsibilities in a proper and efficient manner;
 - (ii) Report promptly and fully to the Employee's Team Leader with information required by the Employee's Team Leader from time to time;
 - (iii) Comply with all reasonable and lawful directions of HDNS;

- (iv) At all times the Employee must use his or her best endeavours to promote the interests of HDNS's business and not intentionally or recklessly do anything which is, or may be, harmful to those interests; and
- (v) Immediately disclose to HDNS any interest that may conflict with HDNS's business or commercial interests.

13. TRANSFERS

13.1 Within reasonable commuting distance

- (a) HDNS may require an Employee at any time to work at any place within reasonable commuting distance of their usual residence, on either a temporary or permanent basis.
- (b) When determining what is a reasonable commuting distance, the following factors may be considered:
 - (i) Availability of public transport;
 - (ii) Existing child care arrangements;
 - (iii) Distance between the new workplace and the Employee's usual residence;
 - (iv) Any potential increase in the cost of travel between the new workplace and the Employee's residence; and
 - (v) The Employee's personal circumstances.

13.2 Transfer requiring relocation

If an Employee accepts a transfer at HDNS's request, which requires the Employee to relocate his or her residence, HDNS will pay the Employee reasonable relocation expenses provided the relocation expenses are approved in writing by HDNS before the Employee incurs them.

14. REDUNDANCY

- (a) The parties agree that it is not desirable to lose the services of staff members through redundancy. It is the parties preferred option to seek redeployment and retraining opportunities within the organisation should the occasion arise.
- (b) The following are excluded from Redundancy Entitlements under this Agreement:
 - (i) Casual Employees;
 - (ii) Employees who terminate their employment at their own initiative (resign);
 - (iii) Employees who leave employment due to retirement;
 - (iv) Employees whose employment is terminated for any reason other than a redundancy situation; or
 - (v) In situations where the business or part of the business of HDNS is sold or transferred, and the new Employer offers the Employee terms and

conditions of employment which are substantially similar or no less favourable than those in this Agreement irrespective of whether or not the Employee accepts this offer.

- (c) A **'Redundancy situation'** arises where the Employer no longer requires an Employee's job to be done by anyone. A redundancy situation may arise because of, but not limited to, changes in the Employer's operational requirements; changes in the Employer's financial situation; relocation; restructure or merger / sale of the organisation. A redundancy situation refers to a job becoming redundant and not to an Employee becoming redundant.

14.1 Commitment to Consult

Where the Employer has made a definite decision that it may be necessary to make one or more positions within the organisation redundant, or reduce or alter hours that causes a significant loss of an Employee's income, the Employer will consult with affected Employees and their representatives in accordance with clause 9 (Consultation) of this Agreement.

14.2 Redeployment and Retraining

- (a) HDNS will actively explore all internal redeployment opportunities for staff surplus to requirements.
- (b) An Employee seeking redeployment may be retrained for an available position on condition that the Employee can demonstrate to the Employer that they possess the necessary skills and competencies for that position. In assessing the Employee's skills and competencies for the position, the Employer will determine whether the Employee has demonstrated that they have the skills and competencies for the position.
- (c) Where retraining is required, the Employer will provide and pay for any training which the Employer deems necessary for the Employee to perform the duties of the position to which the Employee is being redeployed. The Employee will be entitled to undertake this training during work time.
- (d) All reasonable attempts will be made to ensure that a staff member's area of choice, hours of work, previous employment classification and previous roster patterns are met.

14.3 Notice of redundancy

- (a) The Employer undertakes to provide the maximum possible notice of the need to make a position(s) redundant or reduce or alter hours which causes a loss of Employee's income. In all cases however, the minimum period of notice for Employees subject to termination or reduction or alteration of hours which causes a loss of Employee's income, will be as follows:
 - (i) The required period of notice in the event that a position is made redundant or hours are reduced or altered to cause a loss of Employee's income is four weeks; and
 - (ii) The required notice period will be increased by one (1) week if the Employee is over 45 years of age at the time of termination.

14.4 Redundancy Process

In the event that it is necessary for the Employer to make a position(s) redundant, or reduce or alter hours which causes a loss of Employees income, the Employer will, in the first instance, seek expressions of interest from all staff, in volunteering for a redundancy package.

In assessing applications for voluntary redundancy, the parties acknowledge that the Employer will take into account the skill and operational requirements of the enterprise.

In normal circumstances involuntary redundancies will only be considered where there are no, or insufficient volunteers from existing staff. However, the parties accept that in assessing applications for voluntary redundancy, either as a result of a position(s) being redundant or through the reduction or alteration of position hours which causes a loss of an Employee's income, the Employer will be entitled to take into account the operational requirements of the business. The Employer shall consult with the union where the Employer rejects an application for voluntary redundancy in favour of an involuntary redundancy

14.5 Redundancy Package

Where redeployment or retraining opportunities are not available, the redundancy package to be paid to each redundant Employee is as follows:

Voluntary redundancies

- (a) Notice as per Clause 14.3 of this Agreement, or payment in lieu thereof;
- (b) For Employees with less than 2 years' continuous service, the NES minimum entitlement;
- (c) Three (3) weeks' pay for each year of service and pro rata for the final uncompleted year of service up to a maximum of 52 weeks; and
- (d) Payment of all accrued annual leave entitlements including leave loading.

Involuntary redundancy

- (e) Notice as per Clause 11.1 of this Agreement, or payment in lieu thereof.
- (f) For Employees with less than 4 years' continuous service, the NES minimum entitlement;
- (g) 2 weeks' pay for each year of service and pro rata for the final uncompleted year of service;
- (h) Full payment of accrued pro rata long service leave entitlements after five years of service;
- (i) Payment of all accrued annual leave entitlements including leave loading;
- (j) A minimum of six (6) weeks payment; and
- (k) A maximum of fifty-two (52) weeks payment.
- (l) For the purposes of redundancy, a 'Weeks' pay' means:

- (i) The Ordinary weekly rate for the classification; and
- (ii) Any penalties as averaged over the previous three months, excluding any period of leave or other extraordinary absence; and
- (iii) Loading (where applicable); and
- (iv) Any all-purpose work related allowances.

14.6 Time off to seek other Employment

An Employee who is made redundant shall be granted a minimum of one (1) days' time off without loss of pay during each week of notice for the purpose of seeking other employment or to make arrangements for training or re-training.

If the Employee has been allowed paid leave for more than one day during the notice period for the purpose of seeking other employment, the Employee must, at the request of the Employer, produce proof of attendance at an interview or they will not be entitled to payment for the time absent. For this purpose a statutory declaration is sufficient.

14.7 Financial Counselling

The Employer undertakes to provide access in paid time for each Employee who is offered a redundancy, or who expresses an interest in a redundancy, to consult a financial adviser. The Employer will pay for the initial cost associated with financial counselling (up to two sessions) from a financial adviser agreed to by the Employer and the Employee.

The Employer will provide to each Employee a fully detailed pay statement at the time when the offer of redundancy is made.

14.8 Vacant Positions

In the event of a permanent position becoming available, the employer will take reasonable steps to notify redundant employees (within 12 months of being made redundant) of such vacancy and the employee will be invited to apply.

PART 5 – SALARIES AND RELATED MATTERS

15. SALARY INCREASES

- (a) The base salaries of Employees covered by this Agreement will be increased as provided in Appendix 1 (Classification, Salary Structure and Allowances) of this Agreement.
- (b) The Salary Structure detailed at Appendix 1 (Classification, Salary Structure and Allowances) of this Agreement provides the applicable base salary ranges for each classification.

16. CLASSIFICATION STRUCTURE

- (a) All Employees covered by this Agreement will be classified and paid in accordance with the classification and salary structure set out in Appendix 1 (Classification, Salary Structure and Allowances) of this Agreement.

17. SUPERANNUATION

17.1 Superannuation legislation

- (a) 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, the default superannuation fund identified at clause 17.4 below shall apply.
- (b) The rights and obligations in this clause supplement those in superannuation legislation.

17.2 Employer contributions

- (a) An Employer must make such superannuation contributions to a compliant superannuation fund for the benefit of an Employee in accordance with the Superannuation Guarantee Charge ('SGC') applicable at the relevant time.
- (b) The Employer must pay to the relevant superannuation fund the amount specified in clause 17.2(a) no later than 28 days after the end of each month.

17.3 Voluntary Employee contributions

- (a) Subject to the governing rules of the relevant superannuation fund, an Employee may, in writing, authorise the Employer to pay on behalf of the Employee a specified amount or percentage from the post-taxation salaries of the Employee into the same superannuation fund as the Employer makes the superannuation contributions provided for in clause 17.2(a) above.
- (b) An Employee may adjust the amount the Employee has authorised the Employer to pay from the salary of the Employee from the beginning of the first full pay period following the giving of one (1) month's written notice to the Employer.

17.4 Superannuation fund

Unless, to comply with superannuation legislation, the Employer is required to make the superannuation contributions provided for in clause 17.2 to another superannuation fund that is chosen by the Employee, the Employer must make the superannuation contributions provided for in clause 17.2 and pay the amount authorised under clauses 17.3(a) or 17.3(b) to Health Employees Superannuation Trust Australia or any successor to that fund.

18. PAYMENT OF WAGES

For the purpose of this clause, 'wages' means the Ordinary rate for ordinary working hours worked to which an Employee is entitled and includes any other payment to which an Employee is entitled under the provisions of this Agreement including allowances, leave payments, loadings, shift penalties and overtime.

18.1 Time and interval of payment

- (a) Salaries are to be paid fortnightly and not later than the close of business on Thursday ('the ordinary scheduled pay day').
- (b) When a pay day falls on a public holiday salaries shall be paid on the last working day before the public holiday.

18.2 Method of payment of salaries

- (a) Payment of salaries shall be by direct bank deposit or some other method determined by the Employer, provided that Employees shall nominate into which bank or financial institution their salary is to be paid.
- (b) The method of payment shall not be varied, except after consultation with Employees.

18.3 Statement of salaries

On the ordinary scheduled pay day the Employer is to provide to each Employee full written details of the salary being paid in that pay period.

Where the hourly rate, or the number of ordinary hours per week of an Employee is changed, or in the case of back monies due, annual leave payment and payment on termination, the Employer will state the details separately in writing.

18.4 Deduction of moneys

Where authorised by an Employee in writing, the Employer is to make deductions from the Employee's fortnightly salary payment.

18.5 Overpayment of salaries

- (a) Where an Employee or the Employer discover an overpayment in relation to the payment of salaries or entitlements to an Employee, the party discovering the error must notify the other party of the error at the earliest opportunity.
- (b) Once an overpayment has been notified, the Employer and the Employee will meet to negotiate a reasonable repayment schedule. The Employee will not unreasonably refuse to repay the overpayment amount.
- (c) If agreement is unable to be reached in accordance with clause 18.5(b) above, the dispute resolution process detailed at clause 44 (Dispute Resolution) of this Agreement shall apply.

18.6 Late payment of salaries

- (a) Unless it is beyond the control of the Employer, an Employee kept waiting for payment of wages for more than two hours after the usual time for ceasing work on the Employees' normal pay day, due to any action or default of the Employer, will be paid waiting time at the appropriate overtime rate in the 23 (Overtime) in this Agreement for all time kept waiting for his or her pay.

An Employee will not receive more than eight hours pay at the rate prescribed in this subclause in any 24 hour period.

- (b) In circumstances where payment of wages is delayed due to reasons beyond the control of the Employer, the Employer will do all things reasonable and possible to arrange an

alternative method of payment as soon as it becomes known to the Employer that the Employees pay will be delayed.

- (c) The provisions for payment of waiting time specified above shall have no effect in circumstances whereby payment cannot be effected on pay day but the Employer and Employee agree to an alternative arrangement for payment to be made. Provided that if the Employer fails to make payment of the Employee's wages in accordance with an alternative arrangement provided for under this sub clause, the Employee shall be deemed to have been kept waiting for payment since the usual pay day and shall be entitled to payment of waiting time in accordance with the provisions above until such time as the Employee's wages are paid.

18.7 Payment of salaries on termination

- (a) Where an Employee's employment is terminated at the initiative of either the Employer or Employee all salaries owing shall, where practicable, be paid on the next pay day after the date of termination.
- (b) If payment in accordance with clause 18.7(a) above is not practicable the Employer shall arrange for all of the Employee's outstanding pay and entitlements to be paid into the Employee's nominated bank or other financial institution account within two (2) working weeks of the date of termination.
- (c) Except in circumstances beyond the Employer's control, if an Employee's outstanding pay and entitlements upon termination are not paid within the time specified in 18.7(b) above, any time spent waiting to be paid after the date of termination shall be paid for at the Ordinary hourly rate up to a maximum of 7.7 hours a day for each day that the Employee is kept waiting for payment and shall continue until the time that payment is made.

19. ALLOWANCES

19.1 Higher duties and In-Charge Allowance

- (a) An Employee who, for a period of four (4) or more working days in a fortnight/pay period performs the duties of a position higher than those of the Employee's normal position shall be paid the relevant rate prescribed for the higher position for all time so worked.

19.2 Post Graduate Qualification Allowance

- (a) An Employee excluding an Employee who is a Nurse Practitioner who has completed a relevant post graduate study shall receive one of the following percentages on their Ordinary hourly rate (whichever is the most beneficial) for all ordinary hours worked:
 - (i) Post Graduate Certificate or equivalent – 4.0%;
 - (ii) Post Graduate degree (other than a nursing under graduate degree – 6.5%;
 - (iii) Masters – 7.5% of the relevant hourly rate of pay; and
 - (iv) Doctorate – 10%.

'Relevant post-graduate study' may include non-nursing qualifications.

- (b) An Enrolled Nurse who has completed a relevant post graduate study shall receive the following percentage on their Ordinary hourly rate for all ordinary hours worked:
 - (i) Certificate – 4%
 - (ii) Post Graduate Diploma – 6.5%

19.3 Preceptor Allowance

- (a) A preceptor allowance as detailed in Appendix 1 (Classification, Salary Structure and Allowances) of this Agreement per hour shall be paid to Employees who are classified as Registered Nurse – Community Nurse or Enrolled Nurse and are required to act as preceptors. This allowance shall only be paid for the period which the employee is required to act as a preceptor.
- (b) A buddy shift allowance as detailed in Appendix 1 (Classification, Salary Structure and Allowances) of this Agreement per hour shall be paid to Registered and Enrolled Nurse Employees who are delegated to supervise students of nursing.

19.4 Meal Allowance when required to work away from usual workplace

Where Employees are required to travel away from their usual worksite and are more than sixteen kilometres away from that worksite at their usual meal time they are to be paid a meal allowance for any meal purchased as detailed in Appendix 1 (Classification, Salary Structure and Allowances) of this Agreement.

19.5 Meal to be provided/Allowance paid when required to work overtime

- (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 in addition to any overtime payment as detailed in Appendix 1 (Classification, Salary Structure and Allowances) of this Agreement.
- (b) When required to work after the usual finishing hour of work beyond one hour or, in the case of Shift workers, when the overtime worked on any shift exceeds one hour.
- (c) Where such overtime work exceeds four hours a further meal allowance will be paid as detailed in Appendix 1 (Classification, Salary Structure and Allowances) of this Agreement.
- (d) Clause 19.5 will not apply when an Employee could reasonably return home for a meal within the meal break.

19.6 Driving Licence Allowance

An Employee directed by the Employer to drive vehicles requiring a specialist driving licence is to be reimbursed the cost of the driving licence. This provision does not apply to Employees who are required to drive only on an occasional basis.

19.7 Immunisation Allowance

A nurse with a certificate in immunisation will be paid an allowance as detailed in Appendix 1 (Classification, Salary Structure and Allowances) of this Agreement per hour while performing immunisation duties.

19.8 Travel

- (a) Employees required to travel in the course of their duties are to be reimbursed for all valid travelling expenses incurred and all reasonable out-of-pocket expenses.
- (b) Where the Employer has approved intrastate or interstate overnight travel by the Employee, the Employee will be reimbursed all reasonable costs associated with such travel. Where practicable, the Employee is to provide travel arrangements, including mode of transport prior to the actual travel.
- (c) The Employer will provide and pay for all accommodation associated with the travel and if not they will provide the Employee with the following allowance in accordance with the below table:

Accommodation Venue	Overnight Accommodation Rate
Adelaide	\$157.00
Brisbane	\$205.00
Canberra	\$168.00
Darwin	\$216.00
Melbourne	\$173.00
Perth	\$233.00
Sydney	\$185.00
Tasmania	\$132.00

- (d) If an Employee is required to use their own motor vehicles in connection with the business of the Employer, they are to be reimbursed on a per kilometre travelled basis in accordance with the rates set by the Australian Taxation Office prevailing at that time.

19.9 Excess Fares

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

19.10 Uniform

- (a) Employees will be provided, free of cost by the Employer, sufficient, suitable and serviceable uniforms.

- (b) An Employee, on leaving employment, will return any uniform provided by the Employer which is still in use by the Employee immediately prior to leaving employment.

19.11 Allowances not to be taken into account

Allowances specified in this Agreement, other than higher duties allowance, shall not be taken into account in calculating overtime and shift penalties and loadings specified in this Agreement.

19.12 Increases to Allowances

Increases to allowances are detailed in Appendix 1 (Classification, Salary Structure and Allowances) of this Agreement.

20. ON-CALL ARRANGEMENTS

20.1 Call back

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

20.2 On Call

- (a) An Employee on call shall receive a daily allowance as specified at Appendix 1 of this Agreement. An Employee in receipt of the on call allowance are to be contactable by phone and be available to attend the job in the time it would usually take the Employee to attend for work from their normal place of residence.
- (b) An Employee is paid a minimum of three (3) hours at the appropriate overtime rate for each call out. However the Employee is not entitled to another call out payment should the Employee receive another call out or undertake any work within that three (3) hour period.

20.3 Remote on call

- (a) An Employee on remote on call shall receive an hourly allowance as specified at Appendix 1 of this Agreement. An Employee in receipt of the remote on call allowance is to be contactable by phone and will be paid the appropriate overtime rate for the time taken to attend to the phone call.

PART 6 – HOURS OF WORK

21. HOURS OF WORK

21.1 Ordinary hours of work day workers

The ordinary hours of work for day workers will be 38 per week and may be worked Monday to Friday, inclusive, between 7.00am and 7.00pm. No more than 8 hours will be worked as ordinary hours in any one day excluding breaks.

Work performed before 7.00am and after 7.00pm is to be paid at overtime rates

21.2 Make up time

An Employee may elect, with the agreement of the Employer, to work make-up time under which the Employee takes off ordinary hours and works those hours at a later time during the spread of ordinary hours. For the purpose of this Clause, where an Employee's ordinary hours of work within the spread of hours 7.00am to 7.00pm have been fewer than thirty-eight in any week, hours worked outside that spread shall be deemed to be part of the Employee's ordinary hours of work.

21.3 Ordinary hours of work Shift workers

- (a) Other than as provided for in clause 21.3(b) below, the ordinary hours of shift workers shall be an average of 38 hours per week are not to exceed:
- (i) 8 in any one day;
 - (ii) 48 in any one week;
 - (iii) 88 in 14 consecutive days;
 - (iv) 114 in 21 consecutive days; or
 - (v) 152 in 28 consecutive days.
 - (vi) By agreement, in a period of 28 calendar days or not more than 19 work days in a roster cycle, with the twentieth day taken as an accrued paid day off (ADO).
- (b) Notwithstanding clause 21.3(a) above, by agreement between the Employer and a majority of the Employees in a particular ward or work area, the ordinary hours of work for night shift Employees may be extended to ten per day, to be paid at the appropriate shift rate.

21.4 12 hour shifts

Notwithstanding clause 21.3 by agreement between the Employer and the majority of Employees in the area(s) affected, 12 hour days or shifts may be introduced subject to:

- (a) The health and safety of the Employees is considered;
- (b) Suitable roster arrangements being made;
- (c) Adequate breaks being provided; and
- (d) A trial or review process being jointly implemented by the Employer and the Employees.

21.5 Shift allowances

- (a) An Employee whilst on Afternoon shift as defined in clause 7 must be paid for such shift 17.5% more than the Employee’s Ordinary rate.
- (b) An Employee whilst on Night shift as defined in clause 7 must be paid for such shift 22.5% more than the Employee’s Ordinary rate.

A Shift Worker who:

- (a) During a period of engagement on shift, works night shift only; or
- (b) Works on night shift for a period in excess of four consecutive weeks; or
- (c) Works on a night shift which does not rotate or alternate with another shift or with day work so as to give the Employee at least one third of working time off night shift in each shift cycle.

Shall for such engagement, period or cycle be paid 45% more than the Employee’s relevant rate for all time worked during ordinary working hours.

An Employee who elects to work night shifts only, will not be entitled to a 45% shift penalty whilst remaining on the permanent night shift.

21.6 Rate for working on Saturday, Sunday and Public Holiday shifts

- (a) The rate at which a Shift worker is paid for all time worked on a Saturday, Sunday or Public holiday is as follows:
 - (i) Sunday—double time 200% the Employee’s Ordinary hourly rate.
 - (ii) Public holidays—double time 200% the Employee’s Ordinary hourly rate.
 - (iii) Saturday — time and a half 150% the Employee’s Ordinary hourly rate.
- (b) Where shifts fall partly on a public holiday, the shift that has the major portion falling on the public holiday will be regarded as the holiday shift.
- (c) The extra rates are in substitution for and not cumulative upon the shift premiums prescribed in clause 21.5.
- (d) Where a shift worker is required to work on a Public Holiday and is granted a substitute day the loading specified in sub clause (5) above shall not apply

21.7 Broken shifts

- (a) A broken shift means a shift worked by an Employee that includes one or more breaks (other than a meal break) and where the span of hours is not more than 12 hours.
- (b) Payment for a broken shift will be at the Employees Ordinary hourly rate plus the following penalty rates determined by the commencing time of the broken shift using the following table:

Broken shift commences between	Shift penalty paid on entire broken shift
7.00am to 10.00am	No penalty rates

10.00am to 4pm	17.5%
4.00pm to 7.00am	22.5%

- (c) All work performed beyond the maximum span of 12 hours for a broken shift will be paid at double time.
- (d) Down time between shifts is unpaid.

21.8 Part – time Shift workers

The provisions of this clause apply to Part-time shift workers. If an Employee by choice or agreement with the Employer works outside rostered shifts such work shall not attract overtime rates. Any time worked in excess of eight hours per day or 76 hours in a fortnight or in excess of the agreed hours between the Employee and the Employer shall be paid at double time.

Where an Employee is directed to work shifts other than in accordance with this clause the Employee shall be entitled to overtime payments as specified by clause 23.

21.9 Rosters

There is to be a shift roster which must:

- (a) Make provision for rotation unless all of the Employees concerned desire otherwise; and
- (b) Not roster any Employee to work for more than eight shifts in any nine (9) consecutive days; and
- (c) Stipulate a twenty-eight day roster period which is to include an accrued day off in addition to eight rostered days off; and
- (d) Make provision for a minimum of two consecutive days off each week except where alternative arrangements are made by agreement between the Employer and the Employee(s) concerned; and
- (e) Not be changed without a minimum of four weeks notice.

By agreement between the Employer and the Employee(s) concerned changes to rosters may occur without the four weeks notice specified in clause 21.9(e) above.

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

21.10 Relief Employees

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

22. MEALS BREAKS AND REST PERIODS

22.1 Meal break Shift workers

- (a) A roster must show the time span of Employees' unpaid meal breaks for Employees who have worked for more than four hours.
- (b) The unpaid meal break is to be taken between the beginning of the fourth hour and the end of the sixth hour of the shift. A day shift worker's meal break is to be taken between 12.00 midday to 2.00 p.m.
- (c) If a meal break is not possible in the hours above then the overtime penalties within this Agreement will apply from the time the break should have been taken until the actual time the break is taken or until the end of the shift.
- (d) Agreement may be reached between the Employer and the Employee(s), for different arrangements to allow for special circumstances.

22.2 Meal Breaks day workers

The minimum time allowed for meals shall be half an hour. Where agreed by the Employer previously, current Employees will continue to have a paid meal break.

Work during meal breaks:

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

22.3 Meal break when required to work overtime

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

23. OVERTIME

23.1 Requirement to work reasonable overtime

- (a) Subject to clause 23.1(b) below, the Employer may require an Employee to work reasonable overtime at the overtime rates specified in this Agreement.
- (b) An Employee may decline to work overtime if it would result in the Employee working additional hours which are unreasonable.
- (c) Whether any additional hours are unreasonable shall be determined by having regard to:
 - (i) any risk to the Employee's health and safety;
 - (ii) the Employee's personal circumstances including family responsibilities;
 - (iii) the needs of the Employer;
 - (iv) the notice (if any) given by the Employer of the requirement to work overtime and by the Employee of their intention to refuse it;
 - (v) the usual patterns of work applicable to the Employee;
 - (vi) the nature of the Employee's position and the Employee's level of responsibility; and
 - (vii) any other relevant matter.

23.2 Calculation

- (a) In calculating overtime, each day's work will stand alone.
- (b) Overtime is calculated based on an Employee's Ordinary hourly rate and is exclusive of loadings and penalty rates.
- (c) Overtime rates will not exceed double time and a half (250%).

23.3 Overtime Rates day workers

The following overtime rates apply to work outside the span of hours or for hours in excess of the Employee's scheduled ordinary hours of work:

- (a) Monday to Saturday: time and one-half (150%) for the first two (2) hours worked and double time (200%) thereafter;
- (b) Sunday: double time (200%); and
- (c) Public Holiday: double time and one half (250%).

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

23.4 Overtime rates Shift workers

- (a) For work performed by Shift workers outside the ordinary hours of their shifts, double time is to be paid, provided a minimum of eight ordinary hours has been worked on that day. This payment shall not apply in circumstances where arrangements approved by

the Employer have been made between the Employees themselves, or due to rotation of shifts;

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

23.5 Eight Hour Break between Shifts

- (a) An Employee (other than a Casual Employee) who works so much overtime between the end of their ordinary work on one day and the commencement of their ordinary work on the next day that the Employee has not had at least eight (8) consecutive hours off duty between those time, will, subject to this clause, be released after completion of such overtime until they have had eight (8) consecutive hours off duty without loss of pay for ordinary working time occurring during hours off duty.
- (a) If on the instructions of the Employer the Employee resumes or continues work without having had eight (8) consecutive hours off duty the will be paid at double time (200%) rates until released from duty for such period, and will then be entitled to be absent until they have eight (8) consecutive hours off duty without loss of pay for ordinary working time occurring during such absence.
- (b) When overtime work is necessary it will, wherever reasonably practicable, be arranged so that Employees have at least eight consecutive hours off duty between the work of successive days.

24. VOLUNTARY EXTRA HOURS

- (a) A Part-time Employee may request additional hours (ie: hours in excess of the Employee's agreed regular pattern of work) provided the hours meet the requirements of clause 21.1 ordinary hours. If the Employee works those additional hours by agreement with the Employer, the Employee will be paid at the Employee's ordinary time rate.
- (b) Any agreement between an Employee and the Employee's Team Leader in accordance with clause 24(a) above shall be in writing and become part of the Employee's time and attendance record.

PART 7 – LEAVE ENTITLEMENTS & PUBLIC HOLIDAYS

25. ANNUAL LEAVE

- (a) Annual Leave is a matter provided for in the NES (Division 6 – Annual Leave). Where there is an inconsistency between this clause (clause 25) and the NES, and the NES provides a greater benefit, the NES provision will apply to the extent of the inconsistency.
- (b) Annual leave accrues progressively throughout the year and is credited fortnightly.
- (c) Unless specifically stated, the provisions of this clause apply to an Employee, other than a Casual Employee.
- (d) Part-time Employees accrue and utilise leave entitlements on a pro-rata basis in accordance with clause 10.5 (Part-time Employees) of this Agreement.

25.1 Leave accrual

A Full-time Employee accrues 152 hours Annual Leave annually throughout the year and is credited fortnightly.

An Employee with twelve months' continuous service who is engaged for part of that period as a Shift worker will accrue an additional 3.8 hours for each month the Employee has been continuously engaged as a Shift worker.

25.2 Additional leave accrual

An Employee who is regularly rostered to work on weekends or Public Holidays as part of their ordinary hours or who is regularly rostered on-call on weekends and they work no less than 20 shifts or part shifts on weekends is entitled to an additional 38 hours Annual Leave annually throughout the year and is credited fortnightly.

25.3 Annual leave exclusive of public holidays

- (a) Annual leave taken shall be exclusive of Public Holidays. If any Public Holiday falls within an Employee's Annual Leave, Annual Leave will not be deducted for that Public Holiday.
- (b) A Shift worker, including a Part-time Shift worker, shall have added to the entitlement to annual leave one additional day for each public holiday, irrespective of whether or not the public holiday falls on a day which, for that Employee, would have been a rostered day off.
- (c) Notwithstanding clause 25.3(b) a Part-time Shift worker whose place on a roster does not rotate shall have added to the entitlement to annual leave only an additional day for each public holiday that falls on a day the Employee is rostered to work.

25.4 Personal leave during annual leave

An Employee may claim a period of Personal Leave and Compassionate Leave during a period of Annual Leave subject to the Employee providing evidence in accordance with clause 26.6(c) (Evidentiary requirements) or clause 27.1(e) below. An Employee claiming

personal or compassionate leave during an annual leave period must also notify the Employer of their intention to claim personal or compassionate leave as soon as reasonably practical after the situation arises.

25.5 Annual leave may be taken in more than one period

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

25.6 Annual leave allowed in advance

An Employer may allow an Employee to take annual leave before the Employee has accrued the leave required to take the annual leave requested by the Employee.

Where leave in advance has been granted to an Employee, and the Employee's employment ends before the leave in advance taken has been accrued, the Employer may, deduct from whatever remuneration is payable to the Employee upon termination of the employment the amount required to cover the monies owed for the leave taken in advance. By entering into an arrangement of taking leave in advance the Employee authorises any deduction made by the Employer in accordance with this clause.

25.7 Payment for period of leave

- (a) Payment for annual leave shall be made on the applicable pay day that would have applied if it weren't for the period of leave.

25.8 Leave loading

- (a) An Employee who, if not taking annual leave would otherwise have worked on day work only, will receive a loading of 17.5% of the Employee's relevant rate, that rate to include any higher duty allowance or other all-purpose payment to which the Employee is entitled..
- (b) A Shift worker shall receive either:
 - (i) a loading of 17.5% of the Employee's relevant rate, that rate to include any higher duty allowance or other all-purpose payment to which the Employee is entitled, on the hours taken for annual leave; or
 - (ii) the amount they would have ordinarily received for working during the period of annual leave taken;
- (d) Whichever of the two payments is the greater amount. The loading will be paid on a maximum entitlement of 5 weeks each year in the case of Shift workers and 4 weeks each year for all other Employees.
- (e) Annual Leave Loading will be paid to all Employees who have an entitlement to it on the first full pay period on or after 1 December every year instead of at the time of taking annual leave.

25.9 Payment in lieu of annual leave

- (a) An Employee may apply for a payment in lieu of annual leave provided that the Employee's remaining annual leave accrual following payment is at least 4 weeks.

- (b) When considering a request by an Employee for a payment in lieu of annual leave, HDNS will not approve a request where the Employee has not taken a minimum of ten (10) working days leave (which may be made up of annual leave, long service leave or a combination thereof) in the 12 months immediately preceding the request. HDNS may waive this requirement if the Employee can demonstrate that there is a pressing domestic or financial necessity underpinning their request.
- (c) Each payment in lieu of annual leave must be by separate agreement in writing between the Employee and the Employee's Team Leader. Employees will be paid the amount of wages they would have received had they taken the leave.

25.10 Payment on termination

An Employee is entitled to payment of any accrued annual leave entitlement on termination of employment, calculated at the Employee's Ordinary hourly rate.

25.11 Calculation of continuous service

For the purpose of this clause 25 (Annual Leave), continuous service is defined in accordance with the requirements of the Act.

25.12 Employer instigated cancellation of leave

- (a) If, as a consequence of an Employer instigated cancellation of approved annual leave (whether agreed or otherwise by the Employee, and irrespective of when the cancellation notification is given) an Employee incurs a monetary loss directly associated with pre-established annual leave holiday arrangements, and the loss is deemed to be unrecoverable, that Employee is entitled to recover the costs from the Employer.
- (b) Any claims must be verified by the production of receipts or other form of documentation indicating the prior expenditure incurred associated with pre-holiday arrangements. This information is to be accompanied by written notification, from the person or organisation to which the payment was made, stating the amount which is not recoverable.
- (c) The Employer will only be liable to pay that portion of the payment which is unrecoverable and which is not subject to an insurance claim or payment.
- (d) An Employee who, during a period of annual leave, responds to an Employer instigated request to return to work during a period of annual leave is entitled to redeem from the Employer any travel and other associated costs incurred in returning to work and the subsequent return to annual leave. The costs are those in excess of costs normally incurred by the Employee in travelling daily to and from work.
- (e) The reimbursement of costs associated with the returning to annual leave would only apply when the period of leave was deemed to be continuous other than for the interruption to return to work.
- (f) Claims for reimbursement of travel and other associated costs must be accompanied by receipts and any other form of documentation which would be appropriate to support the claim.

- (g) An Employee, on returning to work in response to an Employer instigated request, is to be re-credited with one day's annual leave for each day or part day the Employee is at work. The Employee will be entitled to use the additional re-credited day or days in addition to the unused portion of approved annual leave (which the Employee would have taken except for the interruption by returning to work) immediately upon the finishing of the period for which the Employee was recalled to work unless the Employee elects to take the balance of unused leave and re-credited days at a later date.

26. PERSONAL LEAVE

- (a) Personal leave is a matter provided for in the NES (Division 7 – Personal/Carer's Leave and Compassionate Leave). Where there is an inconsistency between this clause (clause 26) and the NES, and the NES provides a greater benefit, the NES provision will apply to the extent of the inconsistency. This clause contains additional provisions.
- (b) Unless specifically stated, the provisions of this clause apply to an Employee, other than a Casual Employee.
- (c) Part-time Employees accrue personal leave progressively and utilise leave entitlements on a pro-rata basis in accordance with clause 10.5 (Part-time Employees) of this Agreement.

26.1 Paid Personal Leave

Paid personal leave is available to an Employee, when they are absent from work:

- (a) Due to personal illness or injury (sick leave); or
- (b) To provide care or support to a member of the Employee's Immediate family or a member of the Employee's household who requires care or support because of personal illness or injury or who requires care or support due to an unexpected emergency (carer's leave).
- (c) Due to a family violence situation affecting the Employee (family violence leave).

26.2 Amount of personal leave

- (a) A Full-time Employee will accrue 20 days of paid personal leave per year of continuous service, and accrues from year to year without limitation.
- (b) In addition to the 20 days of paid personal leave, an Employee will receive an additional two weeks carers leave per annum which does not accrue year to year. The additional two weeks carers leave will be issued in full, at the anniversary of each year of service by an Employee and may only be accessed once an Employee has exhausted all accrued personal leave.
- (c) A Part-time Employee's entitlement to paid personal leave accrues on a pro-rata basis based on the Employee's ordinary hours of work, and accrues from year to year without limitation.

26.3 Sick leave

An Employee who is absent from work because of personal illness or an injury is entitled to paid personal leave in accordance with the Employee's ordinary hours of work, at the Employee's Ordinary hourly rate subject to the following conditions:

- (a) An Employee is not entitled to paid personal leave for any period of absence in respect of which they are entitled to workers' compensation; and
- (b) The onus is on an Employee to demonstrate to the satisfaction of a reasonable person that they were unable because of illness or injury to attend for duty on the day or days for which personal leave is claimed;

26.4 Carer's leave

- (a) An Employee is entitled to take paid carer's leave in respect of a member of the Employee's Immediate family or household member.
- (b) Employees are entitled to use accrued personal leave as carer's leave to cover absences in circumstances where they need to provide care and support to an immediate family or household member.

26.5 Planned personal leave

In circumstances where an Employee has obligations to provide regular, ongoing care or support to a member of the Employee's household or Immediate family, the Employee is encouraged to discuss these obligations with their Team Leader so that, to the extent reasonably possible, the Employee's personal leave may be planned and agreed in advance.

26.6 Evidentiary requirements

- (a) An Employee may take a maximum of five (5) single days per calendar year without a medical certificate.
- (b) Medical certificates are required for:
 - (i) all absences of two (2) or more consecutive work days;
 - (ii) all absences immediately before or after a period of leave;
 - (iii) any absence on a public holiday where the Employee was scheduled to work; and
 - (iv) any absence immediately before or after a scheduled day off, including a weekend or public holiday.
- (c) If it is not reasonably practicable for an Employee to provide a medical certificate as required by clauses 26.6(a) and (b) above, the Employee may provide a statutory declaration.
- (d) Notwithstanding clause 26.6(a) and (b) above, for the purpose of sick leave and carer's leave, where the Employer requires an Employee to confirm the reason for the absence, the Employee will provide evidence that would satisfy a reasonable person that the leave is taken for a reason specified in clause 26.1.

26.7 Notification Requirements

- (a) For the purposes of sick leave, an Employee must inform the Employer as soon as practicable (which may be a time after the leave has started). The Employee must inform the Employer of their inability to attend for duty, and as far as is reasonable advise the nature of the injury or illness (particularly if the illness has transmission implications for other staff) and the estimated duration of the absence.
- (b) For the purpose of carer's leave, the Employee must give the Employer as soon as practicable (which may be a time after the leave has started).
- (c) For the purpose of family violence leave, the Employee shall, wherever practicable, give the Employer notice prior to the absence or the intention to take family violence leave and the estimated length of absence. If it is not practicable for the Employee to give prior notice of absence, the Employee shall notify the Employer by telephone of such absence at the first opportunity on the day of absence.

26.8 Unpaid Personal leave

Where an Employee has exhausted all paid personal leave entitlements, the Employee is entitled to take unpaid personal leave to care or support for members of their Immediate family or household who require care or support because of personal illness or personal injury or because of an unexpected emergency affecting the member. In the absence of agreement, the Employee is entitled to leave for up to two (2) days on each occasion.

26.9 Casual Employees

- (a) Subject to the evidentiary and notice requirements in clauses 26.6 and 26.7 above, Casual Employees are entitled to take unpaid carer's leave to provide care or support for members of their Immediate family or household who require care or support because of personal illness or personal injury or because of an unexpected emergency affecting the member, or the birth of a child.
- (b) The Employer and the Employee will agree on the period for which the Employee will be entitled unpaid carer's leave. In the absence of agreement, the Employee is entitled to leave for up to two (2) days on each occasion.
- (c) An Employer must not fail to re-engage a Casual Employee because the Employee accessed the entitlements provided for in this clause 26.9. The rights of an Employer to engage or not to engage a Casual Employee are otherwise not affected.

27. COMPASSIONATE LEAVE

27.1 Basic Entitlement

Compassionate Leave is a matter provided for in the NES (Division 7 – Personal/Carer's Leave and Compassionate Leave). Where there is an inconsistency between this Clause and the NES, and the NES provides a greater benefit, the NES provision will apply to the extent of the inconsistency.

- (a) An Employee (other than a Casual Employee) is entitled to take up to three (3) days (within Tasmania) and five (5) days (Interstate) of paid compassionate leave for each permissible occasion when a member of the Employee's Immediate family or household has contracted or developed a personal illness, or sustained a personal injury, which poses a serious threat to his or her life; or dies.

- (b) The leave may be taken:
 - (i) to spend time with the member of the Employee's Immediate family or household who has contracted or developed the personal illness, or sustained the personal injury, referred to in paragraph (a); or
 - (ii) after the death of the member of the Employee's Immediate family or household referred to in paragraph (a).
- (c) The Employer may grant additional paid compassionate leave where the circumstances justify such additional leave.
- (d) The Employer may approve paid compassionate leave for Employees who have a significant relationship with other persons not mentioned above who have contracted or developed a personal illness, or sustained a personal injury, which poses a serious threat to his or her life, or have died, where it can be established that a significant relationship exists.
- (e) The Employer may require that an Employee provide evidence of the illness or injury that would satisfy a reasonable person.
- (f) The compassionate leave for a particular permissible occasion may, where the Employer and the Employee agree, be taken over broken periods and need not necessarily be taken as one consecutive period of leave.
- (g) If the permissible occasion is the contraction or development of a personal illness, or the sustaining of a personal injury, the Employee may take the compassionate leave for that occasion at any time while the illness or injury persists.
- (h) A Casual Employee will be entitled to take the same leave periods as detailed in clause 27 above as unpaid leave.
- (i) An Employer must not fail to re-engage a Casual Employee because the Employee accessed the entitlement provided for in this clause. The rights of an Employer to engage or not engage a Casual Employee are otherwise not affected.

27.2 Additional Entitlement

- (a) Reasonable additional compassionate leave may be granted where an Employee has assumed significant responsibility for the arrangements associated with the ceremony resulting from the death of a member of the Employee's Immediate family or household or where cultural obligations necessitate a longer period of compassionate leave.
- (b) As well as the additional compassionate leave provided at clause 27.2(a) above, an Employee may use accrued annual leave or personal leave for the purposes of clause 27.2(a) above. An Employee may, at their Team Leader's discretion and approval, take leave in advance or unpaid leave to help the Employee through this period.

28. PARENTAL LEAVE AND RELATED ENTITLEMENTS

- (a) Parental Leave (birth related leave and adoption related leave) will be in accordance with the provisions contained in the National Employment Standards (NES)

(Division 5 – Parental Leave and Related Entitlements) and any Paid Parental Leave scheme paid by the Australia Government.

- (b) In addition to 28(a) the Employee who is the primary care giver is entitled to be paid fourteen (14) weeks maternity leave at the Employees Ordinary hourly rate.
- (c) An eligible Employee who is not the primary care giver of the child is entitled to four (4) weeks paid paternity leave regardless of whether the primary care giver is on maternity leave, at the Employees Ordinary hourly rate.
- (d) The paid parental leave may be paid in following manner:
 - (i) On a normal fortnightly basis; or
 - (ii) At the rate of half pay over a period of 28 weeks (primary carer/adoption leave) on a regular fortnightly basis; or
 - (iii) At the rate of half pay over a period of 8 weeks (non-primary carer/adoption leave) on a regular fortnightly basis.

28.1 Transitional arrangements - annual leave

- (a) An Employee working Part-time after returning from paid parental leave shall be paid for and take any leave accrued in respect of a period of Full-time employment, in such periods and manner as specified in this Agreement, as if the Employee were working Full-time in the classification the Employee was performing as a Full-time Employee immediately before commencing part-time work.
- (b) A Full-time Employee shall be paid for and take any annual leave accrued in respect of a period of Part-time employment after returning from paid parental leave, in such periods and manner as specified in this Agreement, as if the Employee were working Part-time in the classification the Employee was performing as a Part-time Employee immediately before resuming Full-time work.
- (c) By agreement between the Employer and the Employee, the period over which the leave is taken may be shortened to the extent necessary for the Employee to receive pay at the Employee's current full-time rate.

28.2 Variation of a period of Parental Leave

Unless agreed otherwise between the Employer and the Employee, an Employee may apply to change the period of parental leave on one occasion. Any such change is to be notified at least four weeks before the commencement of the changed arrangements.

28.3 Use of other leave in conjunction with Parental Leave

An Employee may in lieu of or in conjunction with parental leave, take any accrued annual leave or longer service leave entitlements, subject to the total amount of leave not exceeding fifty-two weeks. An Employee on Parental Leave may opt to have these payments made at half pay.

28.4 Returning to work after a period of Parental Leave

An Employee is to confirm with the Employer in writing their intention to return to work after a period of parental leave at least four weeks prior to the expiration of the leave.

Employees are entitled to resume the position they held immediately before proceeding on parental leave.

In the case of Employees transferred to a safe job, they will be entitled to return to the position they held immediately before such transfer.

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

28.5 Unpaid Parental Leave

- (a) The unpaid parental leave entitlement provided in accordance with the Act operates in simultaneously with the paid parental leave entitlement provided above.
- (b) An Employee may request an additional period of unpaid parental leave up to a maximum of 52 weeks (2 years in total) in accordance with the NES requirements.

29. PUBLIC HOLIDAYS

29.1 Prescribed holidays

- (a) Local, state and national Public Holidays are observed in accordance with the *Statutory Holidays Act 2000* (Tas).
- (b) An Employee is entitled to be absent from work on a day or part-day that is a public holiday in the Employee's ordinary work location.

29.2 Payment for prescribed public holidays

Employees, other than Casual Employees, who but for a public holiday would be rostered to work on a day that is a public holiday shall receive payment at their Ordinary hourly rate of pay which would have applied to the Employee concerned, when, if it were not for such holiday they would have had been at work.

29.3 Payment for work done on public holidays

- (a) All work done by shift workers during their ordinary shifts on a public holiday will be paid under clause 21.6.
- (b) All work done by day workers on a public holiday will be paid under clause 23.3.

29.4 Payment when released from work early

If the Employer and Employee reach agreement to release the Employee from duty early on a public holiday, the Employer will pay an Employee:

- (a) The applicable rate under clause 29.3 for work performed on the day; and
- (b) their Ordinary hourly rate for the hours he or she was scheduled to work but did not work on the day..

29.5 Substitution of public holidays by agreement

By agreement between a Team Leader and one or more Employees in the relevant workplace, an alternative day may be taken as a public holiday in lieu of any of the prescribed holidays referred to in clause 29.1(a) above.

30. COMMUNITY SERVICE LEAVE

- (a) Community Service Leave will be in accordance with the provisions contained in the NES (Division 8 – Community Service Leave). Where there is an inconsistency between this clause and the NES, and the NES provides a greater benefit, the NES provision will apply to the extent of the inconsistency.
- (b) Community Service Leave includes jury service, a voluntary emergency service activity (in accordance with s.109 of the Act) or an activity prescribed by the *Fair Work Regulations 2009* (Cth).
- (c) An Employee who is a registered volunteer in a specified emergency service organisation and attends an emergency response situation, or is involved in a voluntary emergency management activity during normal working hours may be entitled to paid leave on application.
- (d) Community Service Leave arrangements apply in respect to Employees who are registered volunteers with the following emergency service organisations:
 - (i) Tasmania Fire Service;
 - (ii) Tasmanian Ambulance Service;
 - (iii) State Emergency Service; and
 - (iv) Other emergency service consistent with the NES definition.
- (e) The leave applies where a registered volunteer is requested to respond to an emergency situation involving volunteer assistance during normal working hours. Regular rostered activities/events or training are not included.
- (f) The Employer will grant approval for an Employee to be absent from duty so the Employee can assist with an emergency situation, providing the following conditions are met;
 - (i) The Employee has informed the management and their direct supervisor as soon as practicable regarding the requirement for the absence and its likely length;
 - (ii) The Employee is able without undue disruption to the operational requirements of the organisation to be released to assist in responding to the emergency; and
 - (iii) If required by the Employer, the Employee can obtain from the relevant emergency organisation proof of the request for and duration of the attendance in response to the emergency situation.
- (g) The Employer will not unreasonably refuse a request of absence to attend an emergency situation.
- (h) When an Employee has attended and rendered assistance as a volunteer in response to an emergency situation, the following leave and related arrangements will apply:

- (i) The attendance will not affect entitlements for leave accruals and related benefits;
 - (ii) An injury sustained by the Employee whilst attending an emergency situation will not form the basis of a claim against the Employer; and
 - (iii) The return to normal work duties by the Employee should be as soon as practicable following the completion of functions associated with the emergency situation including, where relevant, debriefing or counselling. Furthermore, the timing of the return to work should be managed consistent with appropriate health and safety considerations such as the fatigue status of the Employee.
- (i) Subject to the following, absence from normal duties as a result of approved Community Service Leave will not affect the fortnightly salary of the Employee:
- (i) An Employee, who receives payment in compensation for lost wages as a result of providing volunteer assistance in an emergency situation whilst on paid Community Service Leave, must produce to the Employer documentation showing the amount the Employee has received for compensation of loss of wages.
 - (ii) On production of the required documentation, the Employee will receive their fortnightly gross wage minus the amount received in clause 30(i)(i) above. All superannuation normally paid by the Employer in a normal pay period, including salary sacrifice and the Superannuation Guarantee Contribution will remain the same as if the Employee had been at work.

30.1 Jury Service

- (a) Eligible Employees are entitled to receive their applicable Ordinary hourly rate for attending Jury Service (limited to a maximum of 10 days in accordance with the NES).
- (b) The Employee shall notify the Employer as soon as practical of the date on which they are required to attend for Jury Service. The Employee will also provide the Employer with documentary evidence of attendance, and the duration of such attendance and the amount received in respect of such Jury Service.
- (c) In the event that a Full-time or Part-time Employee is required to serve on a jury, that Employee will not be financially disadvantaged in terms of their wages, superannuation or accrued leave entitlements for serving as a Juror.
- (d) An Employee, who receives payment for out of pocket wages from a court for serving on a jury, must produce to the Employer documentation showing the amount the Employee has received for compensation of loss of wages whilst serving as a Juror.
- (e) On production of the required documentation, the Employee will receive their fortnightly gross wage minus the amount received by the Courts. All superannuation normally paid by the Employer in a normal pay period, including salary sacrifice and the Superannuation Guarantee Contribution will remain the same as if the Employee had been at work.

- (f) Time served on a jury will be deemed to be time served in employment with the Employer for the purpose of accruing leave entitlements.
- (g) Any taxation liability arising from the receipt of out of pocket wages from a court for serving on a jury is the sole responsibility of the Employee.

31. BLOOD DONORS

31.1 Paid absence

A Full-time or Part-time Employee will be entitled during paid time to donate blood on up to four occasions each calendar year. However, wherever practicable appointments to donate blood should be made as close as possible to the beginning or the ending of the working day, with the exception of Community Care Employees who will be required to schedule appointments to donate blood around client schedules.

31.2 Notification

The Employee will notify the Employer as soon as possible of the time and date upon which they are requesting to be absent for the purpose of donating blood.

31.3 Proof of attendance

When requested, the Employee must provide reasonable proof of attendance at the blood donation appointment and the duration of the appointment.

32. FAMILY VIOLENCE

The Employer recognises that Employees sometimes face situations of violence or abuse in their personal life that may affect their attendance or performance at work. Therefore the Employer is committed to providing support to staff that experience family violence that may include the following:

- (a) Access to our Employee Assistance Provider (EAP);
- (b) Entering into flexible working arrangements; or
- (c) Accessing their entitlement to personal / carer's leave and / or annual leave.

In the event that after discussion with the CE / HR Manager an Employee is granted access to their personal / carer's leave entitlement for dealing with issues pertaining to family violence the evidence requirements outlined in Clause 26.6 (Evidentiary requirements) will not apply.

In the event that an Employee has exhausted their leave entitlements, they will be granted access to an additional 5 (five) days of 'emergency leave' for dealing with issues pertaining to family violence.

33. FAMILY FRIENDLY WORKING ARRANGEMENTS

- (a) Flexible working arrangements assist Employees to balance work and family commitments. The adoption or extension of family-friendly arrangements may

require innovation in respect of supervision, scheduling of meetings, training opportunities, hours of work, and how, where and when work is performed.

- (b) Without limiting the kind of arrangements that may be suitable in any individual instance, family-friendly arrangements could include non-standard and variable starting and/or finishing time, part time work and job sharing.
- (c) In considering an Employee's request for flexible work arrangements, HDNS will take into account the Employee's family and other relevant commitments, balanced with operational requirements.

34. LONG SERVICE LEAVE

- (a) Long Service Leave entitlements are provided in accordance with the Long Service Leave Act 1976 as amended; however the Employer provides thirteen (13) weeks long service leave in respect for the first ten (10) years of continuous employment and 1.3 week long service leave in respect of each additional twelve (12) months of continuous employment.
- (b) Payment for such long service leave shall include shift penalties and loadings where those components would have been payable under the provisions of the *Long Service Leave Act 1976*.

35. PROFESSIONAL DEVELOPMENT

35.1 Conference / Seminar Leave

- (a) All staff shall be eligible for a minimum of five (5) days paid leave per annum to attend Conferences, Seminars or Short courses for the purpose of professional development. Part time staff shall receive this leave on a pro-rata basis.
- (b) The Employer will provide professional development opportunities to all staff to enhance their professional skills.
- (c) The Employer will meet all reasonable costs associated with approved professional development and training.
- (d) When an Employee is released for professional development leave that position will be backfilled unless it can be clearly demonstrated that back fill is not required.
- (e) Employees undertaking approved tertiary study courses may apply, in writing, for sponsorship and / or funding assistance. The Employee must provide to the Employer, a copy of all relevant information pertaining to the course such as the course outline, text book list, exam timetable etc.
- (f) There shall be a maximum of two (2) staff members from the one area off at any one time unless previously negotiated with the Employer.
- (g) There is no entitlement to professional development leave for Employees employed for less than six (6) months.

- (h) The rate of pay for professional development leave will be at Ordinary rates of pay and excludes shift or weekend allowances and penalties, overtime penalties or annual leave loading.
- (i) Where an Employee attends professional development and the location and / or duration of the course means the Employee is unable to return to complete their rostered shift, payment will be for the length of the rostered shift at Ordinary rates.
- (j) An Employee who has to travel for professional development will be paid travelling time at the Employee's Ordinary hourly rate for all time reasonably spent by the Employee reaching and/or returning from the course or training which is in excess of the time normally spent by the Employee in travelling between the Employee's usual residence and the Employee's normal starting point.

36. NEW GRADUATE PROGRAMME

In order to attract newly graduated registered nurses to Hobart District Nursing Service Incorporated a supportive programme for new graduates shall be provided. A maximum of two new graduates shall be employed during the same period.

If both positions are filled the two graduates shall be employed at intervals of at least six (6) months apart.

The programme shall be governed by the provisions of this clause. With the exception of the wage schedule the graduate nurse shall be entitled to all other provisions of this agreement.

36.1 Graduate positions available/contract of employment

- (a) The contracted period of appointment under the New Graduate Programme shall be for no greater than 12 months;
- (b) At the end of the programme the new graduate may apply to a position within the HDNS Inc. However successful completion of the New Graduate Programme does not ensure appointment to a position within HDNS.
- (c) The new graduate shall be paid in accordance with Registered Nurse Level 1 Rates as listed in Appendix 1 – Classification, Salary Structure and Allowances.
- (d) At the completion of the twelve month graduate programme contract re-employment, if any, in a residential aged care setting, will be at the Registered Nurse Level 1 as listed in Appendix 1 – Classification, Salary Structure and Allowances.

If re-employed as a Community Nurse, the rate of pay shall be as a beginning Community Nurse as listed in Appendix 1 – Classification, Salary Structure and Allowances.

36.2 Graduate support and client load

- (a) For a period of two (2) weeks the new graduate shall be allocated, and directly work with, a community nurse mentor;
- (b) Initially the graduate nurse and mentor shall work as a team sharing a client workload;

- (c) At the end of the period in clause 36.2(a) the new graduate, provided there has been a satisfactory assessment of their work performance by the nurse mentor, shall be given a reduced client load for which they will be responsible;
- (d) The community nurse mentor shall be available to assist the new graduate as required;
- (e) Review of clients under the care of the new graduate shall initially occur on a weekly basis, such review to be undertaken in conjunction with the new graduate and the community nurse mentor;
- (f) After the six (6) month assessment collaborative review of clients under the care of the new graduate further reviews are to occur with the nurse mentor and graduate on at least a monthly basis;
- (g) Following the review in clause 36.2(e) clients may be reallocated between the community nurse mentor and the new graduate;
- (h) Whilst the new graduate will have an independent client load it is expected that the work arrangements between the new graduate and nurse mentor will remain as a modified team nursing approach;
- (i) In keeping with the experience level of the new graduate clients, who form the full nursing load of the graduate in clauses 36.2(c)(h) should require relatively non-complex care.

36.3 Graduate Assessment

- (a) Formal assessment of the new graduate, by reference to the Australian Nurse Midwifery Council (ANMC) competencies, will occur at three monthly intervals unless an earlier assessment is deemed necessary;
- (b) This assessment shall be undertaken by the graduate nurse and nurse mentor;
- (c) It is anticipated that satisfactory work performance, as judged by application of ANMC competencies, will see the new graduate able accept a full nursing load by six (6) months;
- (d) Questions of poor performance, if any, will be addressed firstly by the nurse mentor with the new graduate with an aim to correct the performance. If work performance remains unsatisfactory the nurse mentor will refer the matter to the Director of Nursing HDNS for further assistance;
- (e) Poor work performance of the new graduate may extend the period of supervised practice for a period of time as agreed between the new graduate, their nurse mentor and the Director of Nursing HDNS;
- (f) If, at any time, either the graduate nurse or the nurse mentor require additional advice or support they shall first approach the Director of Nursing of HDNS.

36.4 Termination of the Graduate Programme

The programme may be terminated in the following ways:

- (a) Successful completion of the twelve (12) month programme;
- (b) Resignation of the new graduate prior to completion of the twelve (12) month programme in accordance with the contract of employment; or

- (c) Removal of the new graduate from the programme, in accordance with the contract of employment, as a result of poor work performance. Such expulsion is not to occur without the new graduate having been advised that their work performance is unsatisfactory and could result in the contract being ended prematurely: in other words they must be given the opportunity, and appropriate support, to correct the matters of work performance; provided always that nothing within this clause may be taken to preclude the right of the HDNS to end the contract of employment for serious or willful misconduct of the Employee.

37. PAYMENT OF POLICE CHECKS

The Employer will pay the full cost of the initial police check. Subsequently costs of police checks will only be reimbursed if the Employee has made the appropriate applications to renew police checks before the due date.

38. HEALTH AND WELLBEING

- (a) Hobart District Nursing Service Inc. is committed to encouraging healthier lifestyle choices for all of our Employees through the provision of:
 - (i) A consultative mechanism at which Employees can discuss relevant issues and raise concerns.
 - (ii) A variety of health and wellbeing focused programs and initiatives.

39. UNION DELEGATES RIGHTS

- (a) Each union that is a party to this Agreement shall be granted up to ten days leave with pay for each calendar year, non-cumulative, for the elected workplace representative or delegate, with approval of the Union and upon application in writing to the Employer, to:
 - (i) Represent members in bargaining;
 - (ii) Represent the interests of members to the Employer and industrial tribunals;
 - (iii) Consult with union members and other Employees for whom the delegate is a bargaining representative;
 - (iv) Participate in the operation of the Union;
 - (v) Attend union education;
 - (vi) Address new Employees about the benefits of union membership at the time that they enter employment;
 - (vii) Attend courses conducted by an approved training provider, that are designed to provide skills and competencies that will assist the delegate or workplace representative contribute to the prompt resolution of disputes and or grievances in the workplace; and
 - (viii) Attend union annual Delegates Conference.

- (b) The application to the Employer must be in writing, include the nature, content and duration of the course to be attended, and normally be provided with 14 days notice of the proposed training.
- (c) The granting of leave pursuant to this clause shall be subject to the Employer being able to make adequate staffing arrangements amongst current Employees during the period of such leave. The Employer shall not use this subclause to avoid an obligation under this clause.
- (d) Leave of absence granted pursuant to this clause, shall count as service for all purposes of this Agreement.
- (e) All expenses (such as travel, accommodation and meals) associated with or incurred by the Employee attending a training course as provided in this clause shall be the responsibility of the Employee or the Union.
- (f) The Employee may be required to satisfy the Employer of attendance at the course to qualify for payment of leave.
- (g) The Employee granted leave pursuant to this clause shall, upon request, inform the Employer of the nature of the course attended and their observations on it.
- (h) In the event of a disagreement arising from the outcome of this clause, the matter may be settled using the dispute resolution procedures of the Agreement.

40. ANMF (TAS) BRANCH COUNCIL/HSU COUNCIL

All nurses elected to ANMF (Tas) Branch Council/Executive or HSU Council, shall be granted a maximum of two (2) days off per month to attend meetings, however no more than 1 nurse can be absent at any one time.

41. NOTICE BOARD

The Employer is to permit a notice board to be erected in the workplace(s) for the use of Employees.

42. SALARY PACKAGING

- (a) The rate of pay specified in this Agreement may be packaged in accordance with the Employer's salary packaging program.
- (b) The Employer agrees to permit all Employees covered by this Agreement who elect in writing to do so, to convert a proportion of their base salary, up to the amount allowed in the relevant legislation, to packaged benefits.
- (c) The Employer agrees that the terms and conditions of such a package must be subject to the following provisions:
 - (i) Overtime and shift penalties must be calculated on the salary level which would have applied to the Employee in the absence of the Employee participating in salary packaging under the terms of this Agreement;

- (ii) Non salary packaged benefits must be paid for any period in respect of which the Employee is paid wages or the equivalent, including but not limited to worker's annual or other leave with pay;
 - (iii) If during the life of a salary packaging agreement between the Employer and the Employee, the Employee becomes entitled to workers compensation payments, the Employee will be advised that they may immediately cease (without penalty) the salary packaging agreement until such time as the Employee is no longer entitled to such workers compensation payments. Any outstanding benefit still due under this Agreement will be paid as salary less PAYG withholding tax;
 - (iv) 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 wage rate provided for in this Agreement. Any outstanding benefit still due under this Agreement upon termination will be paid as salary less PAYG withholding tax;
 - (v) Superannuation payments required to be paid under the 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) as amended from time to time must be calculated on the Agreement rate of pay as if no salary packaging agreement was in place;
 - (vi) Annual leave loading entitlements must be calculated on the Agreement rate of pay as if no salary packaging agreement was in place;
 - (vii) Employees who have entered into a salary packaging agreement must be given the opportunity to review such agreements annually, and to amend or withdraw from such an agreement;
 - (viii) Any wage increases due through the 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.
- (d) No Employee, as a result of entering into a salary packaging agreement, shall receive less, in wages and benefit, than currently provided for in this Agreement.
- (e) The Employer further agrees that in the promotion and implementation of salary packaging to Employees it will advise each Employee in writing:
- (i) That there is no compulsion for any Employee to participate in salary packaging;

- (ii) That all employment conditions, other than salary packaging as provided for in this agreement, will continue to apply;
- (iii) That the structure of any agreed package complies with taxation and other relevant laws;
- (iv) That they should consult with a financial adviser prior to signing any salary packaging agreement. To facilitate this, the Employee must be provided with a copy of any proposed agreement prior to being required to sign such an agreement;
- (v) That the payment of union dues may form part of salary sacrifice packages;
- (vi) Of the right of the Employee to inspect details of the payments and transactions made under the terms of this 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 changes are proposed to all salary packaging arrangements, or salary packaging arrangements are to be cancelled for reasons other than legislative requirements then the Employee must give one month's notice and the Employer must give three month's notice, except in circumstances in which an Employee ceases to be employed by the Employer;
- (viii) Prior to signing a salary packaging agreement, Employees shall be entitled to consult with the union.

43. CEREMONIAL LEAVE

An Employee who is required by cultural tradition to be absent from work for legitimate and recognised ceremonial purposes will be entitled to up to ten working days unpaid leave in any year, with the approval of the Employer.

PART 9 – DISPUTE RESOLUTION

44. DISPUTE RESOLUTION PROCEDURE

44.1 If a dispute relates to:

- (a) A matter arising under the Agreement; or
- (b) The National Employment Standards; or
- (c) A matter pertaining to the employment relationship.

44.2 This clause sets out procedures to settle the dispute:

- (a) An Employee who is a party to the dispute may appoint a representative for the purposes of the procedures in this clause.
- (b) 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.
- (c) If discussions at the workplace level do not resolve the dispute, a party to the dispute may refer the matter to the Fair Work Commission.

44.3 The Fair Work Commission may deal with the dispute in two (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:
 - (i) Arbitrate the dispute; and
 - (ii) Make a determination that is binding on the parties.

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

A decision that the 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.

44.4 While the parties are trying to resolve the dispute using the procedures in this clause:

- (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.
- (c) While the dispute settlement procedure is being followed the parties will respect the status quo. However, the employer may direct the employee to perform different work or work at a different location, on full pay, if it is reasonable to do so to protect the safety, health or welfare of employees.
- (d) The parties to the dispute agree to be bound by a decision made by the Fair Work Commission in accordance with this clause.

DECLARATION AND SIGNATORIES

Declaration

This agreement has been negotiated through extensive consultation between management and employees.

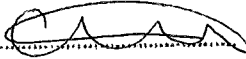
The content of this Agreement has been canvassed with all parties. The parties are entering into this Agreement with full knowledge as to the content and effect of the document.

Signatories

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

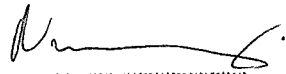
This agreement is signed for and on behalf of the parties:

Kim-Macgowan EMILY BALMER
Chief Executive ACTING CHIEF EXECUTIVE
Hobart District Nurses Inc



Date: 6.10.17

Witnessed by (signature)
Witness name in full (printed)
Witness address


Neroli Ellis
31 Delta Avenue
Taroona 7053


Neroli Ellis
Branch Secretary
Australian Nursing and Midwifery Federation
(Tasmanian Branch)



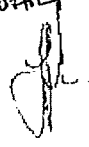
06-10-2017

Date:

Witnessed by (signature)
Witness name in full (printed)
Witness address

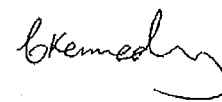


Norman Blackburn
182 Macquarie St,
Hobart 7000.

Mr Tim Jacobson
Secretary
Health Services Union, Tasmania Branch



Date:06/10/2017

Witnessed by (signature)
Witness name in full (printed)
Witness address


Christopher Kennedy
11 Clare St, New Town, Tas 7008.
Mark Green
11 Clare Street
Newtown

Appendix 1 – Classification, Salary Structure and Allowances

CLASSIFICATIONS

The Classification Structures are listed below in the applicable appendix to this Agreement.

BASE SALARY TABLE

The following Ordinary hourly rates apply to Employees classified in accordance with the Classifications detailed in the relevant appendix below.

Administration Stream	3% from FFPP on or after 14.08.17	3% from FFPP on or after 14.08.18	3% from FFPP on or after 14.08.19
Enrolled Nurse 1st Year (Cert Entry)	\$26.40	\$27.19	\$28.01
2nd Year	\$27.62	\$28.45	\$29.31
3rd Year	\$29.22	\$30.10	\$31.00
4th Year	\$30.33	\$31.24	\$32.18
Registered Nurse Level 1 Return to Practice	\$26.21	\$27.00	\$27.81
Grad Year	\$27.48	\$28.31	\$29.16
1st Year	\$28.74	\$29.60	\$30.49
2nd Year	\$30.02	\$30.92	\$31.85
3rd Year	\$31.27	\$32.21	\$33.18
4th Year	\$32.54	\$33.52	\$34.52
5th Year	\$33.82	\$34.83	\$35.88
6th Year	\$35.09	\$36.14	\$37.22
RN L2 /Community Nurse 1st Year	\$36.38	\$37.47	\$38.59
2nd Year	\$37.29	\$38.41	\$39.57
3rd Year	\$38.65	\$39.81	\$41.00

4th Year	\$39.55	\$40.73	\$41.95
5th Year	\$40.45	\$41.67	\$42.92
6th Year	\$41.34	\$42.58	\$43.86
Nursing Team Leader	\$42.69	\$43.97	\$45.29
1st Year			
2nd Year	\$44.04	\$45.36	\$46.72
Registered Nurse Level 3	\$44.40	\$45.73	\$47.10
1st Year			
2nd Year	\$45.45	\$46.81	\$48.21
3rd Year	\$46.47	\$47.87	\$49.30
4th Year	\$47.52	\$48.95	\$50.42
Registered Nurse Level 4	\$51.46	\$53.00	\$54.59
Grade 1			
Grade 2	\$52.81	\$54.40	\$56.03
Grade 3	\$56.05	\$57.73	\$59.46
Grade 4	\$59.31	\$61.09	\$62.93
Registered Nurse Level 5	\$51.46	\$53.00	\$54.59
Grade 1			
Grade 2	\$55.38	\$57.04	\$58.75
Grade 3	\$59.31	\$61.09	\$62.93
Grade 4	\$63.80	\$65.72	\$67.69

ALLOWANCES

The following allowances apply to Employees to which this Agreement applies.

Allowance Type	from FFPP on or after 14.08.17	from FFPP on or after 14.08.18	from FFPP on or after 14.08.19
Vehicle Allowance –	.ATO rate as of 14.08.17	ATO rate as of 14.8.18	ATO rate as of 14.8.19
Meal Allowance	\$16.84	\$17.35	\$17.87
On Call allowance Mon-Fri	\$22.95	\$23.64	\$24.35
On Call allowance Sat-Sun	\$46.89	\$48.29	\$49.74
Preceptor	\$3.57	\$3.68	\$3.79
Buddy Shift	\$2.38	\$2.45	\$2.52
Immunisation allowance	\$4.12	\$4.24	\$4.37
Meal Allowance when required to work away from usual workplace:			
Breakfast	\$10.49	\$10.80	\$11.12
Lunch	\$11.58	\$11.92	\$12.28
Dinner	\$20.39	\$21.01	\$21.64
Meal Allowance:			
In addition to overtime payment	\$11.90	\$12.25	\$12.62
Where such overtime work exceeds four hours	\$10.69	\$11.00	\$11.33
Remote Call			
Monday to Friday	\$5.00	\$5.15	\$5.30
Saturday, Sunday and Public Holidays	\$6.00	\$6.18	\$6.37

Appendix 2 – Classification Definitions

Definitions

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

Enrolled Nurse means a nurse enrolled as such under the provisions of the Health Practitioners Regulation National Law Act (Tasmania) 2010.

Registered Nurse means a nurse registered as such under the provisions of the Health Practitioners Regulation National Law Act (Tasmania) 2010.

Registered Nurse – Level 1 means a Registered Nurse who is not otherwise classified within a Level of registered nurse positions.

Registered Nurse – Level 2 means a Registered Nurse who is engaged as such; and

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

Registered Nurse – Community Nurse means a Registered Nurse employed in this setting and who is not otherwise classified.

Registered Nurse – Nursing Team Leader means a Registered Nurse who is employed as such; and

- (a) Has demonstrated competence in advanced nursing practice and the ability to provide advanced clinical expertise to Registered Nurses; and
- (b) Provides leadership of a team of nursing staff.

Registered Nurse – Level 3 means a Registered Nurse who is engaged as such, and may be referred to as Clinical Nurse Consultant, Nurse Manager, or Staff Development Nurse.

Registered Nurse – Level 3A means a Registered Nurse engaged as such who may be referred to as the after-hours supervisor, and is accountable for the overall provision of resident care and the management of resources.

Registered Nurse – Level 4 means a Registered Nurse who is engaged as such and may be referred to as Assistant Director of Nursing – Care, Assistant Director of Nursing – Management, Assistant Director of Nursing – Staff Development or a Nurse Practitioner.

- (a) An **Assistant Director of Nursing – Care** is responsible for the formulation, co-ordination and direction of policies for nursing practice, and is accountable for the standard of nursing care in an assigned number of care units.
- (b) An **Assistant Director of Nursing – Management** is responsible and accountable for management resources in an assigned number of management.
- (c) An **Assistant Director of Nursing – Staff Development** is responsible for the co-ordination, development and evaluation of post-basic education courses approved by the Nursing and Midwifery Board or staff development programs.
- (d) A **Nurse practitioner** is an advanced registered nurse educated and trained to provide health promotion and maintenance through the diagnosis and treatment of acute illness and chronic condition.

Registered Nurse – Level 5 means a Registered Nurse who is engaged as Director of Nursing and as a member of the executive management team is responsible and accountable for the overall co-ordination of nursing.

Registered Nurse ratio

The minimum number of full time equivalent Registered Nurses at Level 2 is to be 25% of the registered nurse full time equivalent positions.

Positions at Level 4 and above shall not be taken into account for the purpose of calculating the ratio.

Nurse Undertaking Post Graduate Training

A Registered Nurse or an Enrolled Nurse, up to and including the classification of Registered Nurse Level 3, while undertaking post diploma or graduate training, shall be paid at the employee's existing salary rate and will be entitled to normal incremental progression.

Enrolled Nurse Undertaking Medication Endorsement

An Enrolled Nurse who is undertaking training for medication endorsement, will have access to an approved assessor and the employer will pay for the cost of access to the assessor.

Accelerated Advancement

- (a) Subject to (b) a Registered Nurse Level 1 shall be entitled to progress one increment on that person's first appointment following registration with the AHPRA, or at any time during the person's employment history as a Registered Nurse Level 1, on attaining:
 - (i) A UG1 degree in nursing; or
 - (ii) Registration in another branch of nursing or on another nursing register maintained by the AHPRA where the employee is working in a particular practice setting which requires the additional registration; or
 - (iii) Successful completion of a post-registration course of at least twelve months duration if the employee is required to perform duties to which the course is directly relevant.
- (b) A Registered Nurse Level 1 who has been advanced once in accordance with (a) above shall not be entitled to further advancement under this sub clause.

Existing incremental dates shall not be affected by incremental progression in accordance with this sub clause.

IN THE FAIR WORK COMMISSION

FWC Matter No. AG2017/4707

Applicant: The District Nurses

UNDERTAKINGS

I Kim Macgowan the CE of The District Nurses, in accordance with section 190 of the *Fair Work Act 2009*, gives the following undertakings with respect to the **Hobart District Nursing Services Inc Nurses Agreement 2017** ("the Agreement"):

1. That clause 25.2 of the Agreement is replaced with the following wording:

For the purposes of the NES an Employee who is regularly rostered to work on weekends or Public Holidays as part of their ordinary hours or who is regularly rostered on-call on weekends and they work no less than 20 shifts or part shifts on weekends is entitled to an additional 38 hours Annual Leave annually throughout the year and is credited fortnightly.

2. That clause 11.8 of the Agreement is replaced with the following wording:

An Employee who is absent from work without justifiable cause for more than seven (7) days without notifying the Employer of the reason for the absence, is to be considered on face value to have abandoned their employment. In circumstances of abandonment of employment the Employer will provide notice of termination in accordance with the NES.

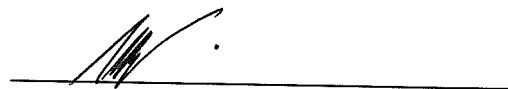
3. That clause 11.2 (b) of the Agreement is replaced with the following wording:

If an Employee does not give the period of notice specified in clause 11.2(a) above, or does not work out the period of notice, the Employee will only be paid, entitlements calculated to, the last day of work performed or, if on leave, at the end of the actual period of notice actually given.

SIGNED on behalf of and with the authority of

The District Nurses

Authorised signature



Name

Kim Macgowan

Position

CE

Address

2 Birdwood Avenue, Moonah 7009

Date

13 March 2018