



## DECISION

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

**Hobart District Nursing Service Inc**  
(AG2014/9341)

### **THE HOBART DISTRICT NURSING SERVICE INCORPORATED NURSES AGREEMENT 2014**

Tasmania

DEPUTY PRESIDENT GOSTENCNIK

MELBOURNE, 17 OCTOBER 2014

*Application for approval of the Hobart District Nursing Service Incorporated Nurses Agreement 2014.*

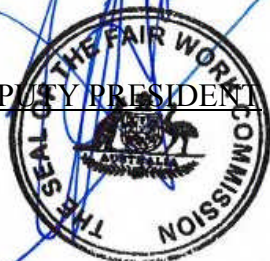
[1] An application has been made for the approval of an enterprise agreement known as *The Hobart District Nursing Service Incorporated Nurses Agreement 2014* (the Agreement). The application was made pursuant to s.185 of the *Fair Work Act 2009* (the Act). It has been made by Hobart District Nursing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

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

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

[4] The Agreement was approved on 17 October 2014 and, in accordance with s.54, will operate from 24 October 2014. The nominal expiry date of the Agreement is 14 August 2017.

  
DEPUTY PRESIDENT



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<Price code J, AE410714 PR556742>



**THE HOBART DISTRICT NURSES INC**

**NURSES AGREEMENT 2014**

**This is a Single Enterprise Agreement as provided for by  
the *Fair Work Act 2009***

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**1 AGREEMENT TITLE**

This is The Hobart District Nursing Service Incorporated Nurses Agreement 2014 (the Agreement').

**2 ARRANGEMENT**

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  - 45 Ceremonial Leave
- Declaration and Signatures  
Schedule 1 – Salary Rates  
Schedule 2 – Allowances

### **3 COMMENCEMENT DATE AND PERIOD OF OPERATION**

This Agreement takes effect from the first full pay period on or after a date of seven days from when Fair Work Australia advises in writing that the Agreement has passed the Best Of Overall Test and expires on 14 August 2017.

Subject to the requirements of the Fair Work Act 2009 (the Act), an application to vary the terms of the Agreement can be made under section 367 of the Act.

Such application must be in writing and agreed to by the parties.

### **4 APPLICATION**

This Agreement covers the wages and conditions of nursing staff employed by The Hobart District Nursing Service Incorporated ('the employer').

### **5 PARTIES BOUND BY THIS AGREEMENT**

This Agreement is binding on –

- (a) The Hobart District Nursing Service Incorporated;
- (b) The Australian Nursing and Midwifery Federation, (Tasmanian Branch);
- (c) The Health Services Union, Tasmania Branch; and
- (d) All nursing staff employed by the employer in positions classified in this Agreement.

### **6 SUPERSESION AND SEVERANCE PROVISIONS**

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

Entitlements in accordance with the NES are provided for under the Act. The NES provides a set of minimum standards which cannot be displaced. Where this Agreement also has provisions regarding matters dealt with under the NES and the provisions in the NES set out in the Act are more favourable to an Employee in a particular respect than those provisions, then the NES will prevail in that respect and the provisions dealing with that matter in this Agreement will have no effect in respect of that Employee. The provisions in this Agreement otherwise apply and are in satisfaction of the NES.

#### **Transitional arrangements and Grandfathering Provisions**

- (f) This agreement contains transitional arrangements and Grandfathering provisions which specify when particular parts of the Agreement come into effect. The transitional arrangements and Grandfathering provisions are incorporated in clauses in the main part of the Agreement.

#### **Posting Of The Agreement**

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

## **7 DEFINITIONS**

**Act** means the *Fair Work Act 2009*.

**Agreement** means the Hobart District Nursing Service Incorporated Nurses Agreement 2014.

**Afternoon shift** means a shift finishing between 6.00pm and midnight.

**AHPRA** means Australian Health Practitioners Regulation Agency.

**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.

**Base Rate of Pay** has the same meaning as per the NES and means the hourly rate of pay that the employee receives for Ordinary Hours of Work. The Base Rate of Pay is achieved by taking the specified annualised amount in Schedule 1 divided by 52 to achieve the weekly rate and then divided by 38.

**Casual employee** means someone engaged on an irregular, variable or unpredictable basis or on an as and when needed basis.

**Continuous Service** is defined in s.22 of the Act.

**Day shift** means a shift worked between 6.00am and 6.00pm.

**Day worker** means an employee whose ordinary weekly hours are worked between 7.00am and 7.00pm Monday to Friday.

**'De facto partner'** means:

- (a) A person who, although not legally married to the employee, lives with the employee in a relationship as a couple on a genuine basis (whether the employee and the person are of the same sex or different sexes);
- (b) Includes a former de facto partner of the employee.

**Employer** means The Hobart District Nurses Inc.

**Executive staff** means Director of Nursing.

**Full time employee** means someone engaged to work for the full weekly ordinary hours as prescribed in this Agreement.

**Full Rate of Pay** means the Base Rate of Pay plus any applicable penalties, loadings, and allowances.

**Household**; the following are members of an employee's household; any other person who, at or immediately before the relevant time for assessing the employee's eligibility to take leave, lived in the same dwelling as the employee.

**'Immediate family'** means:

- (a) a spouse, de facto partner, child, parent, grandparent, grandchild or sibling of the employee; or
- (b) A child, parent, grandparent, grandchild or sibling of a spouse or de facto partner of the employee.

**NAPSA** means a National Agreement preserving a State Award and has the meaning in the Act.

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

**Part-time employee** means someone, other than a casual employee, engaged to work for fewer hours than an equivalent full time employee.

**Part-time shift worker** means a part-time employee who holds a position on a roster as prescribed in clause 23.10 of this Agreement.

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

**Relevant rate** means the salary for an employee's classification as specified in Schedule 1 of this Agreement.

**Relevant hourly rate** means the salary for an employee's classification as specified in Schedule 1 of this Agreement (the relevant rate) divided by 52 and then divided by 38.

**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.

**'Spouse'** includes former spouse.

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

**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*.

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

## **8 CONTRACT OF EMPLOYMENT**

- (1) Employment of full time and part-time employees is to be by the fortnight.
- (2) 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 –
  - (a) due to the act, default or order of their employer they do not work for their full number of ordinary hours; and
  - (b) they are ready, willing and available to work their full number of ordinary hours in that week.
- (3) Each employee shall receive a letter of appointment stating their workplace, their weekly hours, award classification, job title and shifts to be worked.

## **9 CASUAL EMPLOYEES**

- (1) For the purposes of this clause and this Agreement, **casual employee** means someone engaged on an irregular, variable or unpredictable basis or on an as and when needed basis.
- (2) A casual employee's engagement is by the hour.
- (3) Notwithstanding (2) above if required to attend for work a casual employee must be provided with a minimum of two hours work for each engagement or paid for a minimum of two hours for each engagement.
- (4) 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.
- (5) The rate of pay for ordinary hours of work is the relevant hourly rate, plus a loading in lieu of annual leave, personal leave and public holidays.
- (6) Casual employees must not be placed on a roster for a period in excess of eight weeks unless engaged to temporarily cover the absence of a full time or part-time employee.
- (7) Where a nurse has been employed as a casual employee for a period of twelve (12) months or longer, that employee shall be determined to be a permanent employee for the purposes of the Agreement and legislative entitlements.

PROVIDED THAT, to be eligible for conversion to permanent status, the employee concerned must have worked at least one (1) shift per week for forty-six (46) weeks during the previous twelve (12) months.

- (8) For the Agreement legislative entitlements, an employee's actual hours of employment shall be the average hours worked during the previous twelve (12) months and fifty percent (50%) of those hours shall be deemed to be permanent. Permanent hours allocated under this provision may fluctuate but will be guaranteed in each three (3) month period.
- (9) The employee's permanent hours, using the formula outlined in sub-clauses (7) and (8) of this clause, shall be reviewed on the employee's anniversary date and the employee's permanent hours shall be adjusted accordingly.

PROVIDED THAT, the number of permanent hours previously allocated shall not be reduced.

- (10) A casual employee will be paid an hourly rate equal to 1/38<sup>th</sup> of the weekly rate appropriate to the employee's classification plus a casual loading of 25%. The casual loading is paid for all ordinary hours worked.

A casual employee rostered to work a public holiday shall be paid double time the casual loaded rate for that day.

## 10 PART-TIME EMPLOYEES

- (1) For the purposes of this Clause and this Agreement, **part-time employee** means someone, other than a casual employee, engaged to work for fewer hours than an equivalent full time employee.
- (2) Before commencing part-time employment, the employer and employee will agree in writing the guaranteed minimum number of hours to be worked and the rostering arrangements which will apply to those hours. The terms of the agreement may be varied by agreement and recorded in writing.
- (3) Part-time employees are entitled to paid annual leave, personal leave and public holidays on a proportionate basis at the relevant rate.
- (4) The rate of pay for ordinary hours of work for part-time employees is the relevant hourly rate.
- (5) For work performed on Saturdays, Sundays and public holidays part-time employees are to be paid at the rates specified in Clause 23.
- (6) 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.



- (7) 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.

#### **11 THIRTY-EIGHT HOUR WEEK/NINETEEN DAY MONTH**

- (1) 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.
- (2) 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.
- (3) Overtime rates, afternoon and night shift allowances, and the additional rates for work performed on Saturdays, Sundays and public holidays shall be calculated at the relevant hourly rate.
- (4) 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.
- (5) Days of paid absence on public holidays count toward payment of the accrued day off.
- (6) Where an accrued day off falls on a public holiday a substituted accrued day off shall be granted and taken as soon as possible.

#### **12 HOURS OF WORK – DAY WORKERS**

- (1) The ordinary weekly hours of work for full time employees are thirty-eight.
- (2) The ordinary hours of work specified in (1) above are to be worked over five days, Monday to Friday in continuous periods of eight hours per day between 7.00am and 7.00pm.
- (3) Work performed before 7.00am and after 7.00pm is to be paid at overtime rates.

##### **Make Up Time**

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

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

#### **13 HOURS OF WORK – SHIFT WORKERS**

- (1) Other than as provided for in (2) and (3) below, the ordinary hours of shift workers shall be an average of 38 hours per week are not to exceed –

- (a) 8 in any one day;
  - (b) 48 in any one week;
  - (c) 88 in 14 consecutive days;
  - (d) 114 in 21 consecutive days; or
  - (e) 152 in 28 consecutive days.
  - (f) 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)
- (2) Notwithstanding (1) 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.

#### **Shift Rotation**

- (3) The parties are agreed that it is desirable for all shift workers to rotate onto other shifts to facilitate participating in skills development, competency assessment and staff development.
- (i) During the life of this Agreement employees working within the community setting shall rotate to other shifts for four (4) week roster period, once each year. This roster period will include morning shifts and may include afternoon shifts.
  - (ii) A minimum of two (2) months notice will be provided and the determination of the pattern of work will be the subject of consultation at the workplace prior to any changes of roster being implemented.
- (4) Subject to this Clause shift workers shall by mutual agreement work at such times as required by the employer.
- (5) Unless agreed otherwise an employee shall not be required to start a shift unless there has been a break of at least nine hours since the employee's previous shift finished.

#### **Part-Time Shift Workers**

- (6) The number of rostered hours worked by a part-time shift worker shall be an average of 38 hours per week and shall not exceed 76 in any one fortnight.
- (7) Where a part-time employee works in excess of those stipulated in (6) above those excess hours are to be paid at double time.

#### **Make Up Time**

- (8) 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.

## **14 SALARIES**

(1) **Wage increases**

- (a) Salaries of employees covered by this Agreement will be increased as per Schedule 1 – Salary Rates

3% from the first full pay period on or after 14 August 2014.

3% from the first full pay period on or after 14 August 2015.

3% from the first full pay period on or after 14 August 2016.

- (b) During the life of this Agreement, increases to the rates of pay contained in the Nurses Award 2010 are not applicable to employees covered by this Agreement.

PROVIDED THAT during the life of this Agreement, the salary rates specified in this Agreement will as a minimum be maintained at a level not less than the salaries prescribed in that Award.

**14A CLASSIFICATIONS****Definitions**

- (1) **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*.
- (2) **Enrolled Nurse** means a nurse enrolled as such under the provisions of the *Health Practitioners Regulation National Law Act (Tasmania) 2010*.
- (3) **Registered Nurse** means a nurse registered as such under the provisions of the *Health Practitioners Regulation National Law Act (Tasmania) 2010*.
- (4) **Registered Nurse – Level 1** means a Registered Nurse who is not otherwise classified within a Level of registered nurse positions.
- (5) **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.
- (6) **Registered Nurse – Community Nurse** means a Registered Nurse employed in this setting and who is not otherwise classified.
- (7) **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.
- (8) **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.
- (9) **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.
- (10) **Registered Nurse – Level 4** means a Registered Nurse who is engaged as such and may be referred to as Assistant Director of Nursing – Care, Assistant Director of Nursing – Management, or Assistant Director of Nursing – Staff Development.
- (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.
- (11) **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.
- (12) **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.
- PROVIDED THAT positions at Level 4 and above shall not be taken into account for the purpose of calculating the ratio.
- (13) **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.
- (14) **Enrolled Nurse Undertaking Medication Endorsement**
- An Enrolled Nurse who is undertaking training for medication endorsement, will have access to a approved assessor and the employer will pay for the cost of access to the assessor.

**(15) 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.

PROVIDED THAT existing incremental dates shall not be affected by incremental progression in accordance with this sub clause.

**15 SUPERANNUATION**

- (1) For the purpose of this clause and this Agreement the **nominated fund** means the Health Employees Superannuation Trust Australia or any successor.
- (2) Superannuation contributions for each eligible employee are to be made to a fund of the employee's choice as specified in writing by the employee. The contribution made by the employer must not be less than in accordance with and as specified in the *Superannuation Guarantee (Administration) Act 1992*.
- (3) In circumstances where eligible employees do not inform the employer of their choice of superannuation fund, as provided for in sub clause (2), the employer will remit the appropriate contributions for such employees to the nominated fund.
- (4) Employees may elect to make voluntary contributions to the nominated fund in accordance with the rules of that fund.
- (5) Superannuation contributions shall be made on a monthly basis as a minimum.

**16 SALARY PACKAGING AND SALARY SACRIFICE**

- (1) The parties to this Agreement agree that the employee's rate of pay may be packaged in accordance with the employer's Salary Packaging Program.
  - (a) The employer agrees to permit all employees covered by this Agreement who elect in writing to do so, to convert their ordinary time salary to packaged benefits, but may not exceed \$30,000 per annum in grossed up benefits or other amounts allowed for under the relevant legislation.
  - (b) The Employer agrees that the terms and conditions of such a package must be subject to the following provisions, overtime and shift penalties must be calculated on the salary level which would have applied to the

- employee in the absence of the employee being able to participate in salary packaging under the terms of this Agreement.
- (c) 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; including long service leave.
  - (d) 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 not receive less than the entitlements due if no salary packaging arrangements had been entered into with the employer.
  - (e) 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 the Agreement. Any outstanding benefit still due under this Agreement upon termination will be paid as non-cash salary benefit on or before the date of termination, provided that by mutual agreement the entitlement to non-salary fringe benefits may be extended for a specified period after the date of termination.
  - (f) Superannuation payments required to be paid to the employee nominated fund to HESTA and/or to AXA under the relevant legislation as amended from time to time must be calculated on the Agreement rate of pay as if no Salary Packaging Agreement was in place.
  - (g) Annual leave loading entitlements must be calculated on the Agreement rate of pay as if no Salary Packaging Agreement was in place.
  - (h) Employees who have entered into a Salary Packaging Agreement will be given the opportunity to review such agreements annually, and to amend or withdraw from such an agreement.
  - (i) 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.
  - (j) No employee, as a result of entering into a Salary Packaging Agreement, shall receive less, in wages and benefit, than currently provided for in the Agreement, or provided for by any over agreement payment previously agreed between the employer and the employee and in place at the time of the agreement taking effect.
- (2) The employer further agrees that in the promotion and implementation of salary packaging to employees it will advise each employee in writing:
- (a) that there is no compulsion for any employee to participate in Salary Packaging;
  - (b) that all Agreement conditions, other than salary packaging as provided for in this Agreement, will continue to apply;
  - (c) of the classification level and the current base salary payable as applicable under the Agreement;
  - (d) that the structure of any agreed package complies with taxation and other relevant laws;
  - (e) 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;
  - (f) that the payment of union dues may form part of a Salary Packaging agreement;
  - (g) 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;

- (h) that where at the end of the agreed period the full amount allocated to a specific benefit has not been expended the unused amount will be carried forward to the next period;
- (i) that where changes are proposed to all salary packaging arrangements, or salary packaging arrangements are to be cancelled for reasons other than legislative requirements then both the employee and the employer must give two months notice, except in circumstances in which an employee ceases to be employed by the employer;
- (j) that in the event that the employer ceases to attract concessional Fringe Benefit Tax treatment, all salary packaging arrangements will be terminated and individual employee's wages will revert to those specified in the Agreement;
- (k) salary packaging for all employees shall only be entered into as provided for by this Agreement.

## 17 TERMINATION DISCIPLINARY PROCESS

- (1) Except for misconduct justifying summary dismissal, the services of an employee shall be terminated by notice as prescribed by the *Fair Work Act 2009* (Commonwealth) or by the payment of salary in lieu thereof.

The notice prescribed under the Act is as follows:

### Notice of Termination by the Employer

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

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

- (b) In addition to this notice, where the employee is over 45 years of age at the time of the giving of the notice with not less than two years continuous service, they will be entitled to an additional week's notice.
- (c) Payment in lieu of the notice will be made if the appropriate notice period is not required to be worked. Employment may be terminated by the employee working part of the required period of notice and by the employer making payment for the remainder of the period of notice.
- (d) In calculating any payment in lieu of notice, the wages the employee would have received in respect of the ordinary time they would have worked during the period of notice had their employment not been terminated will be used.
- (e) The period of notice in this clause shall not apply in the case of dismissal for misconduct, or in the case of casual employees or employees engaged for a specific period of time or for a specific task or tasks.
- (f) In the event that a trainee is terminated at the end of the traineeship and is re-engaged by the employer within six months of such termination the period of traineeship shall be counted as service in determining any future termination.

**Notice of Termination by The Employee**

- (g) No employee shall, without the consent of the employer, resign without having given fourteen days' notice of the intention to do so. Where notice is not given wages will be paid up until the actual date of termination only.
- (h) Upon the termination of the services of any employee, the employer shall furnish the employee with a written statement, duly signed by or on behalf of the employer, setting out the period of the employment and the capacity in which the employee was employed.

**Instant Dismissal**

- (i) The employer shall have the right to dismiss the employee without notice for serious misconduct and in such cases the wages shall be paid up to the time of dismissal only.

**(2) Discussions Prior to Decision to Terminate Employment**

Where disciplinary action may be necessary due to an employee's alleged misconduct or poor performance, the management representative shall notify the employee of the issues in writing and the employee will be given an opportunity to respond to these issues. In the event that the employee's response is unsatisfactory, a first warning in writing may be issued. This warning will be recorded on the employee's personnel file. Depending on the seriousness of the misconduct or poor performance the employer may choose not to issue a first warning and to proceed directly to a final warning.

If the problem continues, or if there are other allegations of misconduct or poor performance, the employee will again be notified in writing of the matter and a response requested from the employee. If appropriate, a final warning in writing will be given to the employee and recorded on the employee's personnel file.

If the problem continues, or if there are other allegations of misconduct or poor performance, the employee may be terminated after the matters have been investigated and reasons sought from the employee.

Summary dismissal of an employee may still occur for acts of 'serious misconduct' (as defined in the *Fair Work Act 2009*).

During all steps in the Disciplinary Procedure, the employee has the right to representation of his or her choice.

**(3) Records**

Except in the case of serious or wilful misconduct, an employee's personnel records relating to either disciplinary procedure, performance management or formal warning will be disregarded where the period of performance management/disciplinary procedure or warning has elapsed without further warning/s. If an employee has a performance management plan, disciplinary procedure or warning in place for a period greater than twelve months then that employee has the right to seek a review of the action in order to determine whether it should be withdrawn. During any such reviews the employee has the right to be represented by a person of the employee's choice.



**18 ALLOWANCES****(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.
- (b) A Registered Nurse who, for more than half a day, is rostered to be in charge of a unit where a Level 3 nurse is normally employed, shall be paid \$25 for each shift worked.
- (c) PROVIDED THAT the in-charge responsibility includes all areas of the facility/unit including catering, domestic and care staff.

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

**(2) Post Graduate Qualification Allowance**

- (a) An employee who has completed a relevant post graduate study shall receive the following weekly allowance:
  - (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;
  - (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 weekly allowance:
  - (i) Certificate – 4%
  - (ii) Post Graduate Diploma – 6.5%

**(3) Preceptor Allowance**

- (a) A preceptor allowance of \$3.00 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 of \$2.00 per hour shall be paid to Registered and Enrolled Nurse employees who are delegated to supervise students of nursing.

**(4) Meal Allowance When Required To Work Away From Usual Workplace**

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

- (a) breakfast – \$8.82;
- (b) lunch or midday meal – \$9.74;
- (c) dinner or evening meal – \$17.16

**(5) 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.

PROVIDED THAT this provision does not apply to employees who are required to drive only on an occasional basis.

**(6) Telephone Advice Allowance – District Night Nurse**

- (a) The District Night Nurse shall be provided with a mobile telephone for the duration of the required availability and paid a minimum of thirty (30) minutes per call.
- (b) If the District Night Nurse provides telephone advice and is then required to attend, the employee shall be paid a minimum of two (2) hours per attendance.
- (c) In addition to the payments specified in (a) and (b) above of this sub-clause, the employee shall be paid an availability allowance for the duration of the required availability as follow:

<u>Required Availability</u>	<u>Allowance Payable</u>
1 hour to less than 8 hours	\$5.00 per hour
8 hour period	\$50.00 per period
24 hour period	\$100.00 per period

PROVIDED THAT, by agreement between an employee and the employer, the employee may be rostered to work split shifts. The relevant overtime rate will be payable after ordinary hours have been completed.

**(7) Allowances Not To Be Taken Into Account**

- (a) Allowances specified in this Agreement, other than higher duties allowance and certificate and/or diploma allowance, shall not be taken into account in calculating overtime and shift loadings specified in this Agreement.

- (b) Sub clause (a) above notwithstanding, the loading payable to casual employees is to be taken into account before calculating rates payable for weekend and public holiday shifts, but shall not be taken into account when calculating overtime payments.

[8] **Immunisation Allowance**

A nurse with a certificate in immunisation will be paid an allowance of \$4 per hour while performing immunisation duties.

- (9) The allowances specified in **Schedule 2 – Allowances** will increase by the same percentage(s) and at the same time(s) as the percentage(s) that will apply to increases to salary rates during the life of this Agreement.

**19 PAYMENT OF WAGES**

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

(2) **Time and Interval of Payment**

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

(3) **Method of Payment of Wages**

- (a) Payment of wages shall be by direct bank deposit or some other method determined by the employer, provided that employees shall nominate into which bank or financial institution their wages are to be paid.
- (b) The method of payment shall not be varied, except after consultation with employees and an agreed phasing-in period.

(4) **Statement of Wages**

Each employee shall receive, at the same time as their fortnightly pay, a payslip which, in addition to pay rates, deductions and superannuation contributions, shall detail accruals of annual leave, accrued days off, personal leave and long service leave entitlements.

(5) **Deduction of Moneys**

- (a) Where authorised by an employee in writing, the employer is to make deductions from the employee's wages in respect of medical benefits, union subscriptions, and deductions in respect of superannuation and salary packaging.
- (b) Where on termination of employment an employee owes money to the employer, including the cost of unreturned uniforms and other property of

the employer, the employer is entitled, subject to employee authorisation, to deduct such owed money from the employee's final pay.

- (c) For the purpose of clarity **owed money** is taken to include unrecovered overpaid wages.

**(6) Late Payment of Wages**

- (a) Except in circumstances beyond the control of the employer, and subject to (12) below, an employee kept waiting for more than a quarter of an hour for wages, on the normal pay day after the usual time for ceasing work, is to be paid the relevant overtime rate after that quarter of an hour, with a minimum payment for a quarter of an hour, and payment shall continue on that day until the employee is advised that payment will not be forthcoming on that day.
- (b) Payment at the relevant overtime rate shall continue during all ordinary hours of work on each succeeding day or days, including rostered days off, up to a maximum of 7.6 hours per day, until such time as payment is made.

**(7) Agreed Alternative Arrangements - No Waiting Time Payment To Apply**

The provisions for payment of waiting time specified in (6) above shall have no effect in circumstances whereby payment cannot be effected on pay day but the employer and employee agree to an alternative arrangement for payment to be made.

PROVIDED THAT if the employer fails to make payment of the employee's wages in accordance with an alternative arrangement provided for under this sub clause, the employee shall be deemed to have been kept waiting for payment since the usual pay day and shall be entitled to payment of waiting time in accordance with the provisions of (6) until such time as the employee's wages are paid.

**(8) Payment of Wages on Termination**

- (a) Where employment is terminated summarily or on giving the prescribed notice all wages owing shall, where practicable, be paid on the day of termination.
- (b) If payment at the time of termination is not practicable the employer shall, on the next working day of the pay office arrange for all of the employee's outstanding pay and entitlements to be paid into the employee's nominated bank or other financial institution account.
- (c) Except in circumstances beyond the employer's control, if an employee's outstanding pay and entitlements upon termination are not paid within the time specified in (14) above, any time spent waiting to be paid after the date of termination shall be paid for at the relevant 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.

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**20 MEAL BREAKS**
**(1) Meal Times – Day Workers and Shift Workers**

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

PROVIDED THAT where agreed by the employer previously, current employees will continue to have a paid meal break.

**(2) Work During Meal Break**

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

**(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 relevant rate.

PROVIDED THAT an employer and an employee may agree to any variation of this provision to meet the circumstances of the work in hand provided that no employee shall be required to work more than five hours without a break for a meal.

**(4) Charges for Meal Provided By Employer**

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

- (a) lunch or evening meal –
  - (i) single hot or cold main course                    \$see schedule 2
  - (ii) other course (i.e. soup, sweet)                    \$see schedule 2

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

**(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 follows (see Schedule 2).
- (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) provided that where such overtime work exceeds four hours a further meal allowance will be paid (see Schedule 2).
- (d) Clause (a) herein will not apply when an employee could reasonably return home for a meal within the meal break.

PROVIDED FURTHER THAT the charges specified in sub-clauses (4) and (5) will increase by the same percentage(s) and at the same time(s) as the percentage(s) that will apply to increases to salary rates during the life of this Agreement.

## **21 OVERTIME**

### **(1) Requirement to Work Reasonable Overtime**

Subject to (2) below an employer may require an employee to work reasonable overtime at the overtime rates specified in this Agreement.

- (2) An employee may refuse to work overtime if it would result in the employee working hours which are unreasonable having regard to:
  - (a) any risk to the employee's health and safety;
  - (b) the employee's personal circumstances including family responsibilities;
  - (c) the needs of the employer.
  - (d) the notice (if any) given by the employer of the requirement to work overtime and by the employee of his or her intention to refuse it; and
  - (e) any other relevant matter.
- (3) Overtime is not to be worked without the prior approval of the employer.

### **(4) Payment for Working Overtime – Day Workers**

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

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

PROVIDED THAT an employee who is regularly required to work on public holidays may by agreement with the employer, in addition to any paid time off in lieu granted by the employer, be paid at the rate of time and one half of the

relevant rate for the first eight hours worked during the employee's spread of hours, and thereafter at the overtime rates specified above.

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

(5) **Part-Time Employees - Work Performed Outside Spread Of Hours**

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

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

(6) **Director of Nursing/Care**

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

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

(7) **Calculation of Overtime to Be Based On Agreement Rates**

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

(8) **Time Off In Lieu Of Payment for Overtime**

By agreement between the employer and an employee, time off in lieu of overtime may be taken at the equivalent overtime rate specified in (4) above.

PROVIDED THAT, such an agreement may be discontinued, at the request of either the employer or the employee.

- (8A) Where time off in lieu of overtime has not been taken within four weeks of its accrual the employer shall, if so requested by an employee, pay the employee the overtime rates that would have applied if the employee had not elected to take time off in lieu of that overtime.

**22 ON-CALL ARRANGEMENTS**

(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.

(2) **Close Call**

- (a) For the purposes of this Clause **close call** means an employee being required to be on call for duty and not allowed to leave the workplace.
- (b) An employee may be required by the employer to remain on close call.
- (c) An employee required to remain on close call shall –
  - (i) if not required to commence work be paid a minimum payment equivalent to six hours at the employee's relevant rate; or
  - (ii) if required to commence work be paid at the relevant overtime rate, provided that such payment shall not be less than the minimum payment specified in (1) above.

(3) **Remote Call**

- (a) For the purpose of this Clause **remote call** means an employee rostered to be available for call but allowed to leave the workplace.
- (b) The rate per hour for remaining on call (that is rostered on call for duty at short notice) shall be in accordance with Schedule 2.
- (c) The hours shall be paid as worked and each day (midnight to midnight) shall stand alone.
- (d) If an employee rostered to be on remote call is recalled to work, payment is to be as specified in (1) above, in addition to the allowance specified in (3)(b) above.

## 23 **SHIFT WORKERS**

(1) **Afternoon and Night Shift Allowances**

- (a) Shift workers are to be paid the following loading on their relevant hourly rate for working afternoon or night shifts –
  - (i) afternoon shift – 15.0%;
  - (ii) night shift – 22.5%.
- (b) A shift worker who –
  - (i) during a period of engagement on shift, works night shift only; or
  - (ii) works on night shift for a period in excess of four consecutive weeks; or



- (iii) works on a night shift which does not rotate or alternate with another shift or with day work so as to give the employee at least one third of working time off night shift in each shift cycle;

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.

PROVIDED that, 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.

(2) **Saturday Shifts**

A shift worker who works on a rostered shift, the major portion of which falls on a Saturday, shall be paid at the rate of time and one half of the employee's relevant hourly rate, which shall be in substitution for the shift allowance specified in (1) above.

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

(3) **Sunday and Holiday Shifts**

- (a) Shift workers who work on a rostered shift, the major portion of which falls on a Sunday or a public holiday, shall be paid the following loadings –

- (i) Sundays – at the rate of double time of the relevant hourly rate;
- (ii) Public Holidays – at the rate of double time of the relevant hourly rate.

PROVIDED THAT these loadings shall be in substitution for, and not cumulative upon, the shift allowance set out in sub clause (1) above.

- (b) The time worked by an employee on a shift commencing before midnight on a day preceding a Sunday or holiday and extending into such Sunday or Holiday the time worked before midnight shall be regarded as time worked on such Sunday or holiday.
- (c) Where a shift falls partly on a Holiday, the shift the major portion of which falls on a holiday, shall be regarded as the holiday shift.
- (d) Where a shift worker is required to work on a Public Holiday and is granted a substitute day the loading specified in sub clause (5) above shall not apply.

(4) **Broken or Split Shifts**

Broken shifts may be worked by agreement between the employer and the employee(s) concerned.

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

(5) **Part-Time Shift Workers – Work Outside Rostered Shifts**

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

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

PROVIDED FURTHER THAT any time worked in excess of eight hours per day or 76 hours in a fortnight or in excess of the agreed hours specified in subclause (10)2 shall be paid at double time.

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

(6) **Rosters**

There is to be a shift roster which must –

**Rotation**

- (a) make provision for rotation unless all of the employees concerned desire otherwise; and

**Number of Shifts**

- (b) not roster any employee to work for more than eight shifts in any nine consecutive days; and

**Roster Period**

- (c) stipulate a twenty-eight day roster period which is to include an accrued day off in addition to eight rostered days off; and

**Minimum Number of Days Off**

- (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

**Change to Roster**

- (e) not be changed without a minimum of four weeks notice.

PROVIDED THAT by agreement between the employer and the employee(s) concerned changes to rosters may occur without the four weeks notice specified in (c) above.

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

(7) **Relief Staff**

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

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(8) **Meal Break**

- (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.

PROVIDED THAT 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.

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

**Overtime**

(9) **Payment for Overtime**

- (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.

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

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

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

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

- (c) Community Nurses working at the Tasman campus will be paid double time for all overtime worked.

(10) **Rest Period After Overtime**

- (a) Where employees are required to work overtime it shall, wherever reasonably practicable, be so arranged that employees have at least eight consecutive hours off duty between the work of successive days.
- (b) Employees, other than casual employees, who work so much overtime between the termination of their ordinary hours on one day and the commencement of their ordinary hours on the next that they have not had at least eight consecutive hours off duty between those finishing and starting times, shall not be required after the completion of the overtime to resume the next day's ordinary hours until they have had eight

consecutive hours off duty, without loss of pay for any ordinary hours working time occurring during such time off duty.

- (c) If at the direction of the employer an employee resumes or continues work without having had eight consecutive hours off duty as specified in (19) above, the employee shall be paid at double time until released from duty and shall then be entitled to eight consecutive hours off duty without loss of pay for any ordinary hours working time occurring during such time off duty.

(11) **Calculation of Overtime**

An employee paid a loading in lieu of personal leave, annual leave and public holidays who works overtime is to be paid at double the relevant hourly rate for any overtime so worked.

**24 ANNUAL LEAVE**

**Period of Leave**

(1) **Day Workers**

For each year of service with the employer, an employee is entitled to 4 weeks (152 hours full time equivalent) paid annual leave.

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

(2) **Shift Workers**

Shift workers who work at least twenty (20) weekend days, or part shifts, in any combination, in any one leave year shall be allowed, in addition to the 152 hours prescribed in sub clause (1) above, an extra thirty-eight hours annual leave (at full-time or pro-rata equivalent), to be taken in a period of seven consecutive days including non-working days.

PROVIDED THAT if an employee with twelve months' continuous service is engaged for part of that period as a shift worker, the employee's entitlement to annual leave, in addition to the 152 hours prescribed in sub clause (1) above, is to be increased by 3.8 hours for each month the employee has been continuously engaged as a shift worker.

(3) **Director of Nursing/Care**

The Director of Nursing/Care is entitled to a period of twenty-five working days annual leave after twelve months continuous service, less the period of annual leave.

(4) **Annual Leave Exclusive Of Public Holidays**

Annual leave taken shall be exclusive of public holidays.

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

- (5) Notwithstanding sub clause (4) above, a part-time shift worker whose place on a roster does not rotate shall have added to the entitlement to annual leave only an additional day for each public holiday that falls on a day the employee is rostered to work.

(6) **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.

PROVIDED THAT annual leave taken as single days shall not exceed five in any calendar year.

(7) **Time of Taking Leave**

Unless otherwise agreed, annual leave is to be taken, at a time fixed by the employer, within a period not exceeding six months from the date when the entitlement to annual leave accrued and after not less than two weeks notice to the employee. The employer cannot unreasonably refuse an employee's request for accrued annual leave.

(8) **Payment In Lieu of Annual Leave Prohibited**

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

PROVIDED THAT where requested in writing by an employee accrued leave in excess of a year's entitlement may be paid in lieu.

PROVIDED FURTHER THAT any payment made in lieu of annual leave is to include payment for any applicable leave loading or allowance or projected roster penalties that would have been payable if the leave was taken and not paid in lieu. [Agreement 32]

Each Agreement to cash out a particular amount of paid annual leave must be by agreement in writing between the parties.

(9) **Payment for Period of Leave**

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

(b) Payment for annual leave is to be made not later than 12 noon on the last day of work prior to the employee going on leave.

(10) **Proportionate Leave on Termination of Employment**

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

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(11) **Annual Leave Loading**

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

(a) **Day Worker**

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

(b) **Shift Worker**

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

PROVIDED THAT an employee who would have received shift payments as specified in Clause 23 had the employee not been on annual leave during the relevant period, and such payments would have been greater than a loading of 17.5% of the relevant rate, then the employee's annual leave loading is to be calculated as an amount equivalent to the shift payments the employee would have received in accordance with the employee's projected shift roster.

(c) **Maximum Period for Which Loading is Payable**

The annual leave loading is payable –

- (i) for day workers – on a maximum period in any one leave year of four weeks annual leave;
- (ii) for shift workers – on a maximum period in any one leave year of five weeks annual leave.

(d) **Deferral of Payment of Leave Loading**

The employer and an employee may agree to defer payment of the annual leave loading in respect of single day absences on annual leave until the employee has taken at least five consecutive days of annual leave.

(12) **Calculation of Continuous Service**

For the purpose of this clause, service shall be deemed to be continuous notwithstanding any absence from work on account of personal leave.

(13) **Annual Leave Allowed in Advance**

An employer may allow an employee to take annual leave before the employee has completed twelve months continuous service but in such circumstances a further period of annual leave does not begin to accrue until the employee has completed the period of twelve months continuous service relating to which the leave in advance was granted.

PROVIDED THAT where leave in advance has been granted to an employee, and

the employee's employment ends before the completion of the period of twelve months continuous service relating to which the leave in advance was granted, the employer may, for each month of the period of twelve months continuous service not completed by the employee, deduct from whatever remuneration is payable to the employee upon termination of the employment one twelfth of the amount of annual leave granted in advance, which amount is not to include any sums paid for any of the public holidays prescribed by Clause 27. Any deduction made in accordance with this Clause must be authorised by the employee.

(14) **Annual Leave Exclusive of Certified Personal and Compassionate Leave**

Annual leave is exclusive of paid personal leave or compassionate leave taken by an employee during their annual leave period subject to the employee satisfying evidence provisions of Clause 25, where requested by the employer.

**25 PERSONAL/CARER'S LEAVE AND COMPASSIONATE LEAVE**

Personal / Carer's Leave and Compassionate Leave are provided for in the NES. This clause contains additional provisions.

(1) **Period of Leave**

- (a) An employee is entitled to up to four weeks (20 days) pro rata of personal / carer's leave in any one year and any unused personal / carer's leave accrued during previous years with the employer.
- (b) In addition to accrued personal / carer's leave outlined in (i) above, an employee will receive an additional two weeks carers leave per annum which will be non cumulative. Provided that the additional two weeks will be issued in full, at the anniversary of each year of service and may only be accessed once an employee has exhausted all accrued personal leave.
- (c) An employee, including a casual employee, is entitled to 2 days of unpaid carer's leave for each occasion (when a member of the employee's immediate family, or a member of the employee's household, requires care or support because of a personal illness or injury or an unexpected emergency affecting the member.

(2) **Not Payable Upon Termination**

The employer will not be required to make payment in respect of accumulated paid personal / carer's leave credits to an employee upon termination of employment.

(3) **Evidence Supporting Claim**

Subject to the provisions of this clause an employee must, if required by the employer, give the employer evidence that would satisfy a reasonable person that the leave is taken for the for the reason or permissible occasion claimed pursuant to this clause. For all absences of two days or more, employees will be required to provide evidence from a medical practitioner.

**(4) Uncertified Personal / Carer's Leave**

Nurses will not be required to produce a medical certificate for an absence on a working day before or after a public holiday and/or a rostered day off (including an ADO).

PROVIDED THAT the maximum number of days that may be taken in any one leave year without a medical certificate is five (5) single days.

**(5) Accrual to be Detailed on Payslips**

- (i) An employee's paid personal / carer's leave accrual will be detailed on their payslip.

**(6) Compassionate Leave**

- (i) An employee is entitled to up to three (3) days of paid compassionate leave for each permissible occasion. If the circumstances relating to an employee's application for compassionate leave require interstate travel then the leave granted will be five (5) days.
- (ii) For casual employees, bereavement/ compassionate leave is unpaid leave.

**26 PARENTAL LEAVE**

- (1) An employee is entitled to unpaid parental leave in accordance with Part 2-2, Division 5 of the Act.

**[2] Paid Parental Leave**

Notwithstanding subclause [1] an eligible female employee is entitled to be paid fourteen (14) weeks maternity leave at the relevant rate.

and further –

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 infant's mother is on maternity leave, at the relevant rate.

Such leave may be paid:

- (i) On a normal fortnightly basis;
- (ii) at the rate of half pay over a period of 28 weeks (maternity/adoption leave) on a regular fortnightly basis;
- (iii) at the rate of half pay over a period of 8 weeks (paternity/adoption leave) on a regular fortnightly basis;

**Transitional Arrangements - Annual Leave**

- (3) An employee working part-time under this clause 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.



- (4) A full-time employee shall be paid for and take any annual leave accrued in respect of a period of part-time employment under this clause, 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.

PROVIDED THAT 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.

#### **Termination of Employment**

- (5) Employment of part-time employees under this clause may be terminated in accordance with the provisions of this Agreement but must not be terminated merely because employees have availed themselves of, or propose to, a provision to which they are entitled under this clause.
- (6) Any termination entitlements payable to an employee whose employment is terminated while working part-time under this clause, or while working full-time after transferring from part-time work under this clause, shall be calculated by reference to the full-time rate of pay at the time of termination and by regarding all service as a full-time employee as qualifying for a termination entitlement based on the period of full-time employment and all service as a part-time employee on a pro rata basis.
- (7) In addition to the employer paid parental leave entitlements within this agreement, employees will be eligible for the Commonwealth Governments Paid Parental Leave (PPL) Scheme, however varied, from 1 January 2011.

## **27 PUBLIC HOLIDAYS**

### **Entitlement to Paid Public Holidays**

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

**28 TRAVELLING AND EXCESS FARES****Travel**

- (1) 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.
- (2) 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 and accommodation bookings, prior to the actual travel.
- (3) If employees are 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.

**Excess Fares**

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

PROVIDED THAT that sub clause (5) does not apply to employees who drive their own vehicles to and from work.

**29 UNIFORMS****Uniforms to be Provided**

- (1) Sufficient, suitable and serviceable uniforms are to be provided, free of cost, to all employees who are required by the employer to wear uniforms.
  - (i) On appointment all staff shall be provided with two (2) pairs of bottoms, two (2) tops and one (1) vest. For employees working in excess of twenty hours (20) hours per week, these uniform items will be replaced, on a needs basis, every twelve (12) months. For employees working twenty (20) hours or less replacement shall occur every two (2) years.
 

Provided that in addition to the items listed above, a community nurse shall also be provided with a jacket. The jacket will be replaced on an as needs basis or every three years.
  - (ii) In order to obtain replacement of items as in (i) an employee must request replacement of items from the employer.
  - (iii) Where agreed between the parties the replacement periods established in (i) may be extended. If work clothing is damaged during a shift then the employee should draw this to the attention of the employer and seek a replacement item.

**30 NOTICE BOARD**

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

**31 CONSULTATION REGARDING CHANGE**

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

## Major change

- (2) For a major change referred to in paragraph (1)(a):
- (a) the employer must notify the relevant employees of the decision to introduce the major change; and
  - (b) subclauses (3) to (9) apply.
- (3) The relevant employees may appoint a representative for the purposes of the procedures in this term.
- (4) If:
- (a) a relevant employee appoints, or relevant employees appoint, a representative for the purposes of consultation; and
  - (b) the employee or employees advise the employer of the identity of he representative;
- the employer must recognise the representative.
- (5) As soon as practicable after making its decision, the employer must:
- (a) discuss with the relevant employees:
    - (i) the introduction of the change; and
    - (ii) the effect the change is likely to have on the employees; and
    - (iii) measures the employer is taking to avert or mitigate the adverse effect of the change on the employees; and
  - (b) for the purposes of the discussion—provide, in writing, to the relevant employees:
    - (i) all relevant information about the change including the nature of the change proposed; and
    - (ii) information about the expected effects of the change on the employees; and
    - (iii) any other matters likely to affect the employees.
- (6) However, the employer is not required to disclose confidential or commercially sensitive information to the relevant employees.
- (7) The employer must give prompt and genuine consideration to matters raised about the major change by the relevant employees.
- (8) If a term in this agreement provides for a major change to production, program, organisation, structure or technology in relation to the enterprise of the employer, the requirements set out in paragraph (2)(a) and subclauses (3) and (5) are taken not to apply.

- (9) In this term, a major change is likely to have a significant effect on employees if it results in:
- (a) the termination of the employment of employees; or
  - (b) major change to the composition, operation or size of the employer's workforce or to the skills required of employees; or
  - (c) the elimination or diminution of job opportunities (including opportunities for promotion or tenure); or
  - (d) the alteration of hours of work; or
  - (e) the need to retrain employees; or
  - (f) the need to relocate employees to another workplace; or
  - (g) the restructuring of jobs.
- Change to regular roster or ordinary hours of work
- (10) For a change referred to in paragraph (1)(b):
- (a) the employer must notify the relevant employees of the proposed change; and
  - (b) subclauses (11) to (15) apply.
- (11) The relevant employees may appoint a representative for the purposes of the procedures in this term.
- (12) If:
- (a) a relevant employee appoints, or relevant employees appoint, a representative for the purposes of consultation; and
  - (b) the employee or employees advise the employer of the identity of the representative;
- the employer must recognise the representative.
- (13) As soon as practicable after proposing to introduce the change, the employer must:
- (a) discuss with the relevant employees the introduction of the change; and
  - (b) for the purposes of the discussion—provide to the relevant employees:
    - (i) all relevant information about the change, including the nature of the change; and
    - (ii) information about what the employer reasonably believes will be the effects of the change on the employees; and
    - (iii) information about any other matters that the employer reasonably believes are likely to affect the employees; and
  - (c) invite the relevant employees to give their views about the impact of the change (including any impact in relation to their family or caring responsibilities).
- (14) However, the employer is not required to disclose confidential or commercially sensitive information to the relevant employees.
- (15) The employer must give prompt and genuine consideration to matters raised about the change by the relevant employees.
- (16) In this term relevant employees means the employees who may be affected by a change referred to in subclause (1).

**32 REDUNDANCY**

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 retraining opportunities within the HDNS should the occasion rise.

**Commitment to Consult**

- (1) The parties to this Agreement recognise that redundancy, when it occurs, is both sensitive and traumatic and needs to be handled in a delicate manner.
- (2) Where the employer believes that it may be necessary to make one or more positions within the enterprise redundant, the employer agrees to immediately notify the union and to commence a process of ongoing consultation.

**Redeployment and Retraining**

- (3) In the event of a position being made redundant, the following shall apply;
  - (a) The employer will actively explore all internal redeployment opportunities for staff surplus to requirements,
  - (b) A staff member seeking redeployment may be retrained for an available position on condition that the staff member can demonstrate that he or she possesses the necessary capacity for that position.
  - (c) Where retraining is required, the employer will provide and pay for any training that the employer deems necessary for the staff member to perform the duties of the position to which the staff member 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, promotion opportunities, previous roster patterns, personal circumstances eg. distance from home are met.

**Notice of Redundancy**

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

The required period of notice in the event that a position is made redundant is as follows:

<b>Employee's Period of Continuous Service with the Employer</b>	<b>Period of Notice</b>
Not more than 3 years	At least 2 weeks
More than 3 years but not more than 5 years	At least 3 weeks
More than 5 years	At least 4 weeks

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.

**Voluntary Redundancy**

- (5) In the event that it is necessary for the employer to make a position(s) redundant, the employer will, in the first instance, seek expressions of interest from all staff, in volunteering for a redundancy package.

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

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

#### **Redundancy Package**

- (6) When redeployment or retraining opportunities are not available, the separation package to be paid to redundant staff is as follows:
- (a) Voluntary Redundancies
    - (i) Notice as per sub-clause (4) of this Clause, or payment in lieu thereof;
    - (ii) 3 weeks' pay for each year of service and pro rata for the final uncompleted year of service;
    - (iii) Full payment of all accrued annual leave entitlement including leave loading.
    - (iv) A maximum fifty-two (52) weeks payment.
  - (b) Involuntary Redundancy
    - (i) Notice as per sub-clause (4) of this Clause, or payment in lieu thereof;
    - (ii) 2 weeks' pay for each year of service and pro rata for the final uncompleted year of service;
    - (iii) Full payment of accrued pro rata long service leave entitlements after five years of service;
    - (iv) Full payment of all accrued annual leave entitlements including leave loading;
    - (v) A minimum of six (6) weeks payment.
    - (vi) A maximum fifty-two (52) weeks payment.
  - (c) A week's pay shall mean;
    - (i) The weekly base rate for the classification; and
    - (ii) Any penalties; and
    - (iii) Loading in lieu of of personal leave, annual leave and public holidays if applicable; and
    - (iv) Any all purpose work related allowances
  - (d) All staff who are made redundant shall be given assistance by the employer in seeking suitable alternative employment. Such staff will be granted time-off with pay to seek alternative employment or to make arrangements for training or re-training.
- (7) **Financial Counseling**
- (a) 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 counseling (up to two (2) sessions) from a financial counselor agreed to by the employer and the employee.
  - (b) The employer will provide to each employee a fully detailed statement at the time when the offer of redundancy is made.

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

### **33 GRIEVANCE AND DISPUTE RESOLUTION**

- (a) In the event of a dispute about a matter under this award, or a dispute in relation to the NES (including subsections 65(5) or 76(4), or any other workplace matter; in the first instance the parties must attempt to resolve the matter at the workplace by discussions between the employee or employees concerned and the relevant supervisor. The employee is entitled to have a representative, including a union, at any meeting. If such discussions do not resolve the dispute, the parties will endeavour to resolve the dispute in a timely manner by discussions between the employee or employees concerned and more senior levels of management as appropriate.
- (b) If a dispute about a matter arising under this award or a dispute in relation to the NES (including subsections 65(5) or 76(4) of the Act) or any other work related matter, is unable to be resolved at the workplace, and all appropriate steps under clause 6(a) have been taken, a party to the dispute may refer the dispute to the Fair Work Commission.
- (c) The Fair Work Commission may utilise mediation, conciliation and consent arbitration including powers under section 595(3) and 739(4) of the Act in order to resolve the dispute..
- (d) Where the matter in dispute remains unresolved, the Fair Work Commission may exercise any method of dispute resolution permitted by the Act that it considers appropriate to ensure the settlement of the dispute.
- (e) An employer or employee may appoint another person, organisation or association to accompany and/or represent them for the purposes of this clause.
- (f) While the dispute resolution procedure is being conducted, work must continue in accordance with this Agreement and the Act. Subject to applicable occupational health and safety legislation, an employee must not unreasonably fail to comply with a direction by the employer to perform work, whether at the same or another workplace that is safe and appropriate for the employee to perform.
- (g) 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.

### **34 LONG SERVICE LEAVE**

An employee who has completed at least ten (10) years of continuous employment is entitled to a period of long service leave in accordance with the *Long Service Leave (State Employees) Act 1994*.

**35 PROFESSIONAL DEVELOPMENT**

- (1) 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.
- (2) The employer will provide professional development opportunities to all staff to enhance their professional skills.
- (3) The employer will meet all reasonable costs associated with approved professional development and training.
- (4) 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.
- (5) 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.
- (6) 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.
- (7) There is no entitlement to professional development leave for employees employed for less than six (6) months.
- (8) 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.
- (9) 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.
- (10) 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 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.

**37 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.

For the purposes of this clause the following definitions apply:

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

'Nurse Mentor' 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.

**(a) Graduate Positions Available/Contract of Employment**

- (i) The contracted period of appointment under the New Graduate Programme shall be for no greater than 12 months;
- (ii) 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;
- (iii) The new graduate shall be paid in accordance with Registered Nurse Level 1 Rates as listed in Schedule 1 – Salary Rates; and
- (iv) 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 Schedule 1 – Salary Rates.

PROVIDED THAT, if re-employed as a Community Nurse, the rate of pay shall be as a beginning Community Nurse as listed in Schedule 1 – Salary Rates.

**(b) Graduate Support and Client Load**

- (i) For a period of two (2) weeks the new graduate shall be allocated, and directly work with, a community nurse mentor;
- (ii) Initially the graduate nurse and mentor shall work as a team sharing a client workload;
- (iii) At the end of the period in subclause b(i) 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;
- (iv) The community nurse mentor shall be available to assist the new graduate as required;
- (v) 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;
- (vi) 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;

- (i) Following the review in subclause b(v) clients may be reallocated between the community nurse mentor and the new graduate;
- (ii) 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;
- (ix) In keeping with the experience level of the new graduate clients, who form the full nursing load of the graduate (in subclause b (iii) and/or b (vii) should require relatively non-complex care.

(c) **Graduate Assessment**

- (i) 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;
- (ii) This assessment shall be undertaken by the graduate nurse and nurse mentor;
- (iii) 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;
- (iv) 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;
- (v) 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;
- (vi) If, at anytime, either the graduate nurse or the nurse mentor require additional advice or support they shall first approach the Director of Nursing of HDNS.

(d) **Termination of the Graduate Programme**

The programme may be terminated in the following ways:

- (i) Successful completion of the twelve (12) month programme;
- (ii) Resignation of the new graduate prior to completion of the twelve (12) month programme in accordance with the contract of employment; or
- (iii) 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
- (iv) Nothing within this clause may be taken to preclude the right of the HDNS to end the contract of employment for serious or wilful misconduct of the employee.

**38 COMMUNITY SERVICE LEAVE**

(1) If a nurse employee is a member of:

- (a) The State Emergency Service; or
- (b) A Volunteer Bush Fire Brigade
- (c) Red Cross Blood Donor

The HDNS will allow reasonable time off work, without loss of pay (calculated on the employees average weekly earning in the previous 12 months) to enable nursing employees to fulfil their obligation to these groups where there is a significant threat to community safety.

If a nurse employee, is a member of the Australia Defence Force Reserve HDNS will allow the employee to take paid training leave as necessary. If required, HDNS will pay the difference between the nursing employee's reserve pay and usual ordinary earnings.

(2) Jury Service

An employee's entitlement to jury service leave and payment is in accordance with the *Fair Work Act 2009*.

**39 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.

**40 FAMILY VIOLENCE LEAVE**

(1) 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:

- access to our Employee Assistance Provider (EAP)
- entering into flexible working arrangements; or
- accessing their entitlement to personal / carer's leave and / or annual leave.

(2) 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 25 (3) and Clause 25 (4) will not apply.

- (3) 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.

#### **41. HEALTH AND WELLBEING**

Hobart District Nursing Service Inc. is committed to encouraging healthier lifestyle choices for all employees through the provision of:

- (a) a consultative mechanism at which employees can discuss relevant issues and raise concerns
- (b) a variety of health and wellbeing focused programs and initiatives.

#### **42. 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.

#### **43. INDIVIDUAL FLEXIBILITY ARRANGEMENTS**

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

- (ii) how the arrangement will vary the effect of the terms; and
    - (iii) how the Employee will be better off overall in relation to the terms and conditions of his or her employment as a result of the arrangement; and
  - (e) states the day on which the arrangement commences.
- (4) The Employer must give the Employee a copy of the individual flexibility arrangement within 14 days after it is agreed to.
- (5) The Employer or Employee may terminate the individual flexibility arrangement:
- (a) by giving no more than 28 days written notice to the other party to the arrangement; or
  - (b) if the Employer and Employee agree in writing — at any time.
- (6) The Employer recommends the Employee seek advice from their union representative, accountant or other party before entering into an individual flexibility agreement.

#### **44 UNION DELEGATES RIGHTS**

- (1) Union delegates or elected workplace representatives, with approval of the Union and upon application in writing, shall be granted up to five days leave with pay each calendar year, non cumulative, to:
- (a) represent members in bargaining;
  - (b) represent the interests of members to the employer and industrial tribunals;
  - (c) consult with union members and other employees for whom the delegate is a bargaining representative;
  - (d) participate in the operation of the Union;
  - (e) attend union education;
  - (f) address new employees about the benefits of union membership the time that they enter employment;
  - (g) 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;
  - (h) attend annual Union Delegates Conference
- (2) 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.
- (3) 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.

- (4) Leave of absence granted pursuant to this clause, shall count as service for all purposes of this Agreement.
- (5) Each employee on leave approved in accordance with this clause, shall be paid all ordinary time earnings. For the purpose of this sub-clause "ordinary time earnings" for an employee means the classification rate, over-award payment, superannuation and shift loading, which otherwise would have been payable.
  - (6) 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.
  - (7) An employee may be required to satisfy the employer of attendance at the course to qualify for payment of leave.
  - (8) An 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.
  - (9) In the event of a disagreement arising from the outcome of this clause, the matter may be settled using the dispute settlement procedures of the agreement.

#### **45 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.

**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  
Chief Executive  
Hobart District Nurses Inc

*pp. Account Executive - Fiona Onslow*

*[Signature]*  
Date: *6/10/14.*

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

*[Signature]*  
*Scott Wood*  
*2 Birdwood Ave. Moonah.*

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

*[Signature]*  
Date: *9/10/14*

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

*[Signature]*  
*Jessica Louise Baldwin*  
*c/- 182 Macquarie Street, Hobart*

Mr Tim Jacobson  
Secretary  
Health Services Union, Tasmania Branch

*[Signature]*  
Date: *10/20/14*

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

*[Signature]*  
*CHRISTOPHER KENNEDY*  
*11 CLARE ST. NEWTOWN*

**FOR THE EMPLOYER**

This Agreement is signed by Mrs Kim Macgowan in her capacity as Chief Executive of The Hobart District Nurses Inc.

Mrs Kim Macgowan's work address is:

2 Birdwood Avenue  
MOONAH, TASMANIA 7009

As the Chief Executive Officer of The Hobart District Nurses, Mrs Kim Macgowan has the authority to sign the Agreement on behalf of the employer.

**FOR THE UNIONS**

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

Mrs Ellis' work address is:

182 Macquarie Street  
HOBART TAS 7000

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

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

Mr Jacobson's work address is:

11 Clare Street  
NEW TOWN TAS 7008

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



**SCHEDULE 1 – SALARY RATES**

An employee engaged or promoted to a position within a classification or level prescribed in this Agreement shall be paid the salary specified as follows (the relevant rate).

	Plus 3% at 13/08/2013	Plus 3% at 13/08/2014	Plus 3% at 13/08/2015	Plus 3% at 13/08/2016
<b>Enrolled Nurse</b> 1st Year (Cert Entry)	\$23.46	\$24.16	\$24.89	\$25.63
2nd Year	\$24.55	\$25.28	\$26.04	\$26.82
3rd Year	\$25.96	\$26.74	\$27.54	\$28.37
4th Year	\$26.95	\$27.76	\$28.59	\$29.45
<b>Registered Nurse Level 1</b> Return to Practice	\$23.29	\$23.99	\$24.71	\$25.45
Grad Year	\$24.42	\$25.15	\$25.91	\$26.68
1st Year	\$25.54	\$26.30	\$27.09	\$27.91
2nd Year	\$26.67	\$27.47	\$28.29	\$29.14
3rd Year	\$27.79	\$28.62	\$29.48	\$30.36
4th Year	\$28.92	\$29.78	\$30.68	\$31.60
5th Year	\$30.05	\$30.95	\$31.88	\$32.83
6th Year	\$31.18	\$32.11	\$33.07	\$34.07
<b>RN L2 / Community Nurse</b> 1st Year	\$32.32	\$33.29	\$34.28	\$35.31
2nd Year	\$33.14	\$34.13	\$35.16	\$36.21
3rd Year	\$34.34	\$35.37	\$36.44	\$37.53
4th Year	\$35.14	\$36.19	\$37.28	\$38.39
5th Year	\$35.94	\$37.02	\$38.13	\$39.27
6th Year	\$36.73	\$37.83	\$38.97	\$40.14
<b>Nursing Team Leader</b> 1st Year	\$37.93	\$39.07	\$40.24	\$41.45
2nd Year	\$39.13	\$40.30	\$41.51	\$42.75
<b>Registered Nurse Level 3</b> 1st Year	\$39.44	\$40.63	\$41.84	\$43.10
2nd Year	\$40.38	\$41.59	\$42.84	\$44.13
3rd Year	\$41.29	\$42.53	\$43.80	\$45.12
4th Year	\$42.22	\$43.49	\$44.79	\$46.13
<b>Registered Nurse Level 4</b> Grade 1	\$45.71	\$47.09	\$48.50	\$49.95
Grade 2	\$46.92	\$48.33	\$49.77	\$51.27
Grade 3	\$49.80	\$51.29	\$52.83	\$54.42
Grade 4	\$52.70	\$54.28	\$55.91	\$57.59
<b>Registered Nurse Level 5</b> Grade 1	\$45.71	\$47.09	\$48.50	\$49.95
Grade 2	\$49.21	\$50.68	\$52.21	\$53.77
Grade 3	\$52.70	\$54.28	\$55.91	\$57.59
Grade 4	\$56.69	\$58.39	\$60.15	\$61.95

<b>THE HOBART DISTRICT NURSES INC NURSES AGREEMENT 2014</b>				
<b>Schedule 2</b>				
<b>ALLOWANCES</b>				
		<b>Plus 3% at 13/8/2014</b>	<b>Plus 3% at 13/8/2015</b>	<b>Plus 3% at 13/8/2016</b>
<b>Allowance</b>	<b>Rates as at 1/8/2013</b>			
	<b>\$</b>	<b>\$</b>	<b>\$</b>	<b>\$</b>
<b>CI 18 (3)(a) Preceptor</b>	3.17	3.27	3.37	3.47
<b>CI 18 (3)(b) Buddy Shift</b>	2.11	2.17	2.24	2.31
<b>CI 18 (4) Meal Allowance When Required to Work Away From Usual Workplace</b>				
Breakfast	9.31	9.59	9.88	10.18
Lunch	10.28	10.59	10.91	11.24
Dinner	18.12	18.66	19.22	19.80
<b>CI 20 (4) Charges for Meal Provided by Employer</b>				
Lunch or evening meal -				
Single hot or cold main course		4.00	4.12	4.24
Other course (i.e. soup, sweet)		2.00	2.06	2.12
<b>CI 20 (5) Meal to be Provided / Allowance Paid to Work Overtime</b>				
(a) in addition to any overtime payment	10.56	10.88	11.21	11.55
(c) provided that where such overtime work exceeds four hours a further allowance will be paid of	9.50	9.78	10.07	10.37
<b>CI 22 (3) Remote Call</b>				
Monday to Friday	3.69	3.80	3.91	4.03
Saturday, Sunday and Public Holidays	4.75	4.89	5.04	5.19