



DECISION

Fair Work Act 2009
s.185—Enterprise agreement

**Calvary Health Care Tasmania Limited T/A Calvary Health Care
Tasmania**
(AG2015/1505)

CALVARY HEALTH CARE TASMANIA (ST LUKE'S AND ST VINCENT'S CAMPUSES) NURSING STAFF ENTERPRISE AGREEMENT 2014

Tasmania

DEPUTY PRESIDENT KOVACIC

SYDNEY, 31 MARCH 2015

*Application for approval of the Calvary Health Care Tasmania (St Luke's and St Vincent's
Campuses) Nursing Staff Enterprise Agreement 2014.*

[1] An application has been made for approval of an enterprise agreement known as the *Calvary Health Care Tasmania (St Luke's and St Vincent's Campuses) Nursing Staff Enterprise 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 Calvary Health Care Tasmania Limited T/A Calvary Health Care Tasmania. The Agreement is a single enterprise agreement.

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

[3] As noted, pursuant to s.190(3), I have accepted undertakings from Calvary Health Care Tasmania. In accordance with s.191(1) of the Act the undertakings are taken to be a term of the Agreement. A copy of the undertakings are attached to this decision.

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

[5] The Agreement is approved and, in accordance with s.54 of the Act, will operate from 7 April 2015. The nominal expiry date of the Agreement is 2 July 2016.



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ATTACHMENT A

FAIR WORK COMMISSION

MATTER NO: AG2015/1505

UNDERTAKINGS

- (1) Unpaid adoption leave is provided for at Clause 27(c)(ii)(4) of the Agreement and shall be replaced with the following:

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

- (2) Clause 9(f) of the Agreement shall be amended as follows:

- (i) Annual leave shall be given at a time fixed by the employer after a period not exceeding six months from the date when the right to annual leave accrued (ie: accrued annual leave for a total period of 18 months) and after not less than two weeks' notice to the employee.
- (ii) Paid annual leave may be taken for a period agreed between an employee and the Employer. The Employer must not unreasonably refuse to agree to a request by the employee to take paid annual leave. Notwithstanding the provisions of this subclause, the Employer may direct an employee to take a period of annual leave in accordance with subclause 9(f)(i).



Grant Musgrave
Chief Executive Officer

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

CALVARY HEALTH CARE TASMANIA

(ST LUKE'S AND ST VINCENT'S CAMPUSES)

NURSING STAFF

ENTERPRISE AGREEMENT

2014

ENTERPRISE AGREEMENT

1. ARRANGEMENT

The Agreement is arranged as follows:

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2. NAME OF THE AGREEMENT

This agreement shall be known as *the Calvary Health Care Tasmania (St Luke's and St Vincent's Campuses) Nursing Staff Enterprise Agreement 2014* ("the Agreement").

3. COVERAGE

This agreement shall cover:

- (a) Calvary Health Care Tasmania (A.B.N. 291 299 267 90), with regards to its operations at the St Luke's Campus and St Vincent's Campus in the State of Tasmania (the Employer) with regards to employees within the scope of this Agreement as defined at Clause 4 below.
- (b) Nursing employees employed by the Employer as classified in Clause 12 and employed in the Tasmanian Facilities as listed in Appendix C.
- (c) This Agreement is made under section 172 of the *Fair Work Act 2009*. The employer will take the necessary steps to seek approval of this Agreement under section 186 of the Act.
- (d) The employer will formally advise the Australian Nursing and Midwifery Federation (Tasmanian Branch) ('ANMF') and Health Services Union, Tasmanian Branch ("HSU") that the Agreement is made in order for the ANMF and HSU to apply under section 183 of the *Fair Work Act 2009* to be covered by the Agreement.
- (e) It is the intention of this Agreement that the ANMF and HSU will be covered by this Agreement.

4. SCOPE OF THE AGREEMENT

This agreement contains all the terms and conditions of employment for employees covered by the agreement and shall apply to nursing staff employed by Calvary Health Care Tasmania at their St Luke's Campus and St Vincent's Campus.

5. SUPERSESSION 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.

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- (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.

6. DATE AND PERIOD OF OPERATION

This Agreement shall commence operation from the 7th day after the agreement is approved by the Fair Work Commission and shall remain in force until 2 July 2016 and thereafter in accordance with the *Fair Work Act 2009*.

The parties agree that discussions shall commence for a new Agreement no later than six months prior to the expiry date of the Agreement.

7. NO EXTRA CLAIMS

The parties agree that during the life of this agreement there will be no further claims for increased rates of pay or improvements in terms and conditions of service, other than those matters specifically provided for in this agreement.

8. RELATIONSHIP TO NATIONAL EMPLOYMENT STANDARDS

Entitlements in accordance with the National Employment Standards ("NES") are provided for under the Fair Work Act 2009. Where this Agreement also has provisions regarding matters dealt with under the NES and the provisions in the NES set out in the Act are more favourable to an Employee in a particular respect than those provisions, then the NES will prevail in that respect and the provisions dealing with that matter in this Agreement will have no effect in respect of that Employee. The provisions in this Agreement otherwise apply.

9. ANNUAL LEAVE

Period of leave

- (a) Day workers

For each year of service with the Employer, an employee is entitled to 4 weeks of paid annual leave (152 hours in the case of 38 hour week employees). 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.

(b) Shift workers

- (i) In addition to the leave prescribed in sub-clause (a) above, shift workers, (as defined) who work not less than 20 weekend shifts (or any combination of Saturdays and Sundays to a total of not less than 20 shifts) in any one leave year shall be allowed an additional 38 hours leave which may be taken in single days or any combination up to seven consecutive days (including non-working days).
- (ii) Where an employee with 12 months' continuous service is engaged for part of the 12 monthly period as a shift worker, he/she shall be entitled to have the period of annual leave as per sub-clause (a) increased by 7.6 hours for each two months he/she is continuously engaged (ie: full time) as per sub-clause (b)(i).
- (iii) This entitlement to additional leave hours as set out above shall be pro-rata for part-time employees.

(c) Theatre Staff

- (i) In addition to the leave prescribed at subclause (a) above, theatre staff that are required to be on call shall be entitled to an additional one weeks' annual leave or 38 hours (this will not be pro-rata for part-time staff), thereby a total of five (5) weeks' annual leave per annum. For the purposes of this entitlement the employee must be:
 - (1) on call for a minimum of 26 week days (equates to an average of one weekday per fortnight); and
 - (2) ten weekends either Saturday and/ or Sunday (equates to an average of one weekend in every five weeks); and
 - (3) are recalled to duty on not less than five occasions;during the 12 month period of accrual commencing from the first pay period after 1st April each year.
- (ii) The eligibility requirements set out at paragraph (c)(i), are an average across the 12 month period of accrual including any periods of leave.

(d) Annual leave exclusive of public holidays

Notwithstanding the foregoing provisions, a shift worker (including a part-time shift worker on a pro-rata basis) shall have added to his/her period of annual leave one day for each statutory holiday mentioned in Clause 34 – Public Holidays of this Agreement, whether or not such holiday is observed on a day which, for that employee would have been a rostered day off.

(e) Broken leave

Leave allowed under the provisions of this clause shall be given and taken in one consecutive period, or if the employer and the employee so agree, in any combination of periods.

An employee and employer may agree to defer payment of the annual leave loading in respect of single day absences, until at least five consecutive days have been taken.

(f) Time of taking leave

Annual leave shall be given at a time fixed by the employer within a period not exceeding six months from the date when the right to annual leave accrued and after not less than two weeks' notice to the employee.

(g) Payment for period of leave

Employees shall be paid the amount of wages he/she would have received in respect of the ordinary time which he/she would have worked had he/she not been on leave during the relevant period. Employees may request in writing that before going on leave, such leave be paid in advance on the last pay period before going on leave, otherwise the leave will be paid in the normal pay fortnights for the period of such leave.

Payment calculated in accordance with the provisions of this clause should be made for the full weeks of leave taken at the time, unless otherwise specified by the employee.

(h) Proportionate leave on ending service

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.

(i) Annual leave allowance

During a period of annual leave an employee shall be paid an allowance by way of additional salary calculated on the wages prescribed for the relevant classification in Clause 12 , as follows:-

(i) Day worker

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

(ii) Shift worker

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

Provided always that such allowance shall be calculated on the basis of a maximum period in any one leave year of four weeks annual leave in the case of a day worker and five weeks annual leave in the case of a shift worker and Clinical Nurse Manager.

(j) Calculation of continuous service

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

(k) Leave allowed before due date

An employer may allow annual leave to an employee before the right thereto has accrued due but where leave is taken in such a case a further period of annual leave shall not commence to accrue until after the expiration of the 12 months in respect of which annual leave had been taken before it accrued.

(l) Level 3 CNM's

All level 3 Clinical Nurse Managers (CNMs) shall receive five (5) weeks annual leave per annum in recognition of the requirements of the position and some out-of-hours work required.

The additional one (1) weeks leave is in lieu of any overtime payments that may otherwise be payable under the agreement provided that all overtime worked by CNM's as clinical duties shall be paid as per the agreement.

CNMs may rotate and may be redeployed within the Hospital Campuses by mutual agreement.

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

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

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

(2) Where an Employee forgoes an entitlement to take an amount of annual leave, the employee must be paid at least the full amount that would have been payable to the employee had the employee taken the leave that the employee has forgone.

(n) Purchased Annual Leave

(i) Purchased leave is where employees have planned absences of up to two weeks of leave which is funded by salary deductions spread evenly over the year. This allows employees to continue to receive pay during such leave.

(ii) Employees may apply for two weeks purchased leave in each calendar year. Purchased leave can only be taken in a whole week.

(iii) Purchased leave must be utilised within the twelve months in which it is purchased.

(iv) Purchased leave counts as service for all purposes.

(v) Applications for purchased leave must be made by a date nominated by the Employer.

(vi) The Employer's approval of purchased leave will be based on the operational requirements of the Employer, having regard to the personal needs and family responsibilities of staff.

(vii) Once a period of purchased leave has been approved, it may only be revoked by the Employer where exceptional circumstances exist. In the event of revocation, any accumulated leave may be paid out to

the employee, or the leave deferred to a date mutually agreed by employer and employee.

- (viii) Where an employee leaves the Employer during a year in which purchased leave has been approved, final payment will be adjusted to take account of deductions not yet made and leave not taken as authorised by the employee in accordance with s. 324(1)(b) of the Fair Work Act 2009.

10. BREAKS

(a) Meal times

- (i) The minimum time to be allowed for meals shall be half an hour.
- (ii) The meal break prescribed in (a)(i) shall be available to employees who have worked in excess of four hours.

(b) Breaks (Shift Workers)

For shift workers employed on or before this Agreement comes into operation, the following paid meal break provisions shall apply:

- (i) All shift workers working a shift of six hours or more shall receive a paid meal break of 30 mins. Notwithstanding this provision for a shift worker who works a shift of 9.5 hours or 10 hours, the paid meal breaks shall be forty minutes.
- (ii) Payment of the meal break is in recognition that nurses are not able to leave the hospital during a meal break.
- (iii) The overtime provisions of the agreement for work during meal breaks do not apply.
- (iv) It is the intention of the parties that notwithstanding the provisions of this clause, employees are able to take a meal break at some time during each shift.
- (v) Where an employee is unable to take a full meal break an employee would be entitled to thirty minutes payment at ordinary time subject to approval by the nurse in charge.

(c) Working during unpaid meal breaks

For day workers, and all shift workers employed after this Agreement comes into operation, the following meal break provisions shall apply:

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- (i) A day worker who is directed to work during his/her recognised meal break shall, for all work performed during such period and thereafter until a meal break is allowed, be paid at the rate of time and one half of his/her normal salary rate.
 - (ii) Where an employee is interrupted during a meal break by a call to duty, such meal break shall be counted as time worked and the employee shall be allowed a meal break as soon as practicable for the employee to have a meal break during the remainder of his or her ordinary working hours. He or she shall receive overtime pay for the interrupted meal break.
 - (iii) Provided that unless agreed between the employer and employee a shift worker who is unrelieved for the period of the meal break and until such time he/she is relieved shall be paid at the rate of time and a half of his/her normal salary rate.
 - (iv) An unpaid meal break which shall be taken between the beginning of the fourth hour and the end of the sixth hour:
 - (v) Provided agreement may be reached between the parties to allow for special circumstances.
 - (vi) Where a shift worker is rostered to work night duty and is unable to leave the Hospital during a meal break and may be interrupted during a meal break, such employee shall be entitled to thirty minutes payment at ordinary time for the meal break.

Provided that paid meal breaks may also be rostered by the Employer where an Employee is unable to leave the premises and may be required to work during their meal break.

(d) Charges for meals and snacks provided by employer

- (i) The maximum amount that shall be charged or deducted where an employee receives a meal or a snack from his/her employer shall be as provided at Table 3 in Appendix B.
- (ii) In each case where a one, two course meal or is ordered and charged for as above, no extra charge is to be levied for either beverages, toast, bread, butter or condiments.
- (iii) The Employer will provide a meal for night duty staff. Where an employee works a double shift or more than four hours overtime they will be provided with a meal by the employer during the second shift.

(e) Meal break when required to work overtime

Unless the period of overtime is one and a half hours or less, an employee before starting overtime shall be allowed a meal break of 20 minutes which shall be paid for at ordinary rates. An employer and an employee may agree to any variation of this provision to meet the circumstances of the work in hand provided that no employee shall be required to work more than five hours without a break for a meal.

(f) Paid Tea Breaks

An employee will be entitled to a 10 minute paid tea break for a shift of four hours or more. Such tea break is to be taken at a time mutually agreed time within the shift.

11. CALL ARRANGEMENTS

(a) Rate for being on call

- (i) The rate for being on call shall be as set out at Appendix B per hour for on call duty between 7am Monday to 6pm Friday and as set out at Appendix B per hour for on call duty after 6pm on a Friday to 7am on a Monday and Public Holidays. These rates shall be increased by the same percentage(s) and at the same time(s) as the percentage(s) that will apply to increases to salary rates as per clause 38.
- (ii) The parties agree that in accordance with operational requirements staff will be rostered for on call unless agreed otherwise with the respective employee. The only unit applicable is theatre. For operational reasons, other areas may from time to time be required to have on call arrangements.
- (iii) Staff who are on call will be afforded two days free of on call duty per week. This may be averaged over a four week period. The parties acknowledge that from time to time it may not be possible for staff to have two days free from on call duty per week.

(b) Call back

- (i) Except where otherwise specifically provided an employee recalled to work overtime after leaving his/her employer's premises (whether notified before or after leaving such premises) shall be paid at the appropriate overtime rate applicable to his/her salary:
 - (1) for the first recall a minimum payment of four (4) hours work; and

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- (2) for each subsequent recall a minimum payment of three hours work.
 - (ii) For the purpose of determining when a theatre employee is eligible for a first or subsequent call back payment, the following "on call" periods shall stand alone:
 - ◇ Monday to Friday 6.00pm to 7.00am the following day including Saturday
 - ◇ Saturday 7.00am to 7.00am Monday
 - (iii) Provided always that time reasonably spent in getting to and from work shall be regarded as time worked.
 - (iii) Provided further that an employee who is recalled to work within two hours of his or her normal starting time shall be paid at overtime rates with a minimum payment of two hours at double time and then would be paid at double time for the first two hours from the commencement of the shift, the remaining hours of the shift shall then be paid at the ordinary hourly rate of pay.
- (c) Close call
- (i) An employee may be required by the employer to remain on close call (that is on call for duty and not allowed to leave the hospital precincts).
 - (ii) An employee held on close call shall:
 - (1) if not required to commence work be paid a minimum payment equivalent to six hours at his/her normal salary; or
 - (2) if required to commence work be paid in accordance with the appropriate overtime rate, provided that such payment shall be at least equivalent to the minimum payment set forth in the above.

12. CLASSIFICATION DESCRIPTORS

Nurse means a nurse registered as such with the State or Territory Nurse Registration Board/ AHPRA or a nurse enrolled as such under the provisions of the *Nursing Act 1995*, as amended.

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

Enrolled Nurse means a nurse enrolled as such with the State or Territory Nurse Registration Board/ AHPRA under the provisions of the *Nursing Act 1995*, as amended.

Enrolled Nurse Medication Endorsed "*Medication Endorsement*" shall mean endorsement for the administering of medications as issued by the State or Territory Nurse Registration Board/ AHPRA.

Enrolled Nurse (Diploma Entry) means a nurse enrolled as such with the AHPRA under the provisions of the *Nursing Act 1995*, as amended, who has completed a relevant diploma qualification. The entry level at commencement for such employees shall be at the endorsed rate, second (2nd) year of service.

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

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

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

Clinical Nurse Specialist

- The Clinical Nurse Specialist is an expert registered nurse who works with a significant degree of autonomy and whose role exclusively focuses on one particular aspect or area within nursing.
- Responsibilities would include but are not limited to the following:
- contributing to the ongoing professional development of the specialty;
- The position functions as a clinical resource, a source of nursing knowledge within the specialty, and as such is recognised by the profession and health care providers;

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

Clinical Nurse Manager

Coordinates the delivery of care in a clinical unit and is responsible and accountable for the management of resources within a management unit;

Clinical Nurse Educator

is responsible for the conduct, evaluation and planning of education programmes and/or staff development for a specified group of nurses, or education programmes for patients/clients and others.

Registered Nurse - Level 3A means a Registered Nurse appointed as such who may be referred to as the After Hours Nursing Coordinator or Evening, Night or Weekend Supervisor and is accountable for the overall provision of patient/client/resident care and the management of resources.

Registered Nurse - Level 4 means a Registered Nurse who is appointed as such and may be referred to as the Nursing Services Coordinator.

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

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

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

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

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

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

13. COMPASSIONATE LEAVE

- (a) An employee is entitled to 3 days of compassionate leave for each occasion (a *permissible occasion*) when a member of the employee's immediate family, or a member of the employee's household:

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- (i) contracts or develops a personal illness that poses a serious threat to his or her life; or
 - (ii) sustains a personal injury that poses a serious threat to his or her life; or
 - (iii) dies.
 - (b) An employee may take compassionate leave for a particular permissible occasion if the leave is taken:
 - (i) to spend time with the member of the employee's immediate family or household who has contracted or developed the personal illness, or sustained the personal injury, referred to in subclause (a); or
 - (ii) after the death of the member of the employee's immediate family or household referred to in subclause (a).
 - (c) An employee may take compassionate leave for a particular permissible occasion as a single continuous 3 day period; or 3 separate periods of 1 day each; or any separate periods to which the employee and the employer agree.
 - (d) If the permissible occasion is the contraction or development of a personal illness, or the sustaining of a personal injury, the employee may take the compassionate leave for that occasion at any time while the illness or injury persists.
 - (e) If, in accordance with this Clause, an employee, other than a casual employee, takes a period of compassionate leave, the employer must pay the employee at the employee's base rate of pay for the employee's ordinary hours of work in the period. For casual employees, compassionate leave is unpaid leave.
 - (f) The employee, if required by the employer, shall supply relevant evidence of the requirement for such leave. Such evidence may include a requirement to supply a medical certificate.

14. CONSULTATION REGARDING CHANGE

- (a) This term applies if the Employer has made a definite decision to introduce a major change to production, program, organisation, structure, or technology in relation to its enterprise; and the change is likely to have a significant effect on employees of the Employer.
- (b) The employer must consult the employees to whom the agreement applies about:
 - (i) a major workplace change that is likely to have a significant effect on the employees; or

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- (ii) a change to their regular roster or ordinary hours of work.
 - (c) The relevant employees may appoint a representative, which may be a representative from ANMF or HSU for the purposes of the procedures in this term.
 - (d) If:
 - (i) a relevant employee appoints, or relevant employees appoint, a representative for the purposes of consultation;; and
 - (ii) the employee or employees advise the employer of the identity of the representative;
the employer must recognise the representative.
 - (e) As soon as practicable after making its decision, the employer must
 - (i) discuss with the relevant employees:
 - (1) the introduction of the change; and
 - (2) the effect the change is likely to have on the employees; and
 - (3) measures the employer is taking to avert or mitigate the adverse effect of the change on the employees; and
 - (ii) for the purposes of the discussion — provide, in writing, to the relevant employees:
 - (1) all relevant information about the change including the nature of the change proposed; and
 - (2) information about the expected effects of the change on the employees; and
 - (3) any other matters likely to affect the employees.
 - (iii) Subject to (e)(i) and (ii), for a change to the employee's regular roster or ordinary hours of work, the employer is required to:
 - (1) to provide information to the employees about the change; and
 - (2) to invite the employees to give their views about the impact of the change (including any impact in relation to their family or caring responsibilities); and
 - (3) to consider any views given by the employees about the impact of the change.
- However, the employer is not required to disclose confidential or commercially sensitive information to the relevant employees.
- (f) The employer must give prompt and genuine consideration to matters raised about the major change by the relevant employees.
 - (g) If a term in the enterprise agreement provides for a major change to production, program, organisation, structure or technology in relation to the
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enterprise of the employer, the requirements set out in subclauses (b), (c) and (e) are taken not to apply.

- (h) In this term, a major change is *likely to have a significant effect on employees* if it results in the termination of the employment of employees; or major change to the composition, operation or size of the employer's workforce or to the skills required of employees; or the elimination or diminution of job opportunities (including opportunities for promotion or tenure); or the alteration of hours of work; or the need to retrain employees; or the need to relocate employees to another workplace; or the restructuring of jobs.
- (i) In this term, *relevant employees* means the employees who may be affected by the major change.

15. CONTRACT OF EMPLOYMENT

Each employee shall receive a letter stating the place of work, expected hours to be worked each fortnight, classification, position title, day or shift worker and name of applicable employment instrument.

16. DEFINITIONS

"Afternoon shift" means any shift terminating between 7.00pm and midnight.

"Agreement" means the *Calvary Health Care Tasmania (St Luke's and St Vincent's Campuses) Nursing Staff Enterprise Agreement 2014*.

"Casual employee" means a person who either relieves a full-time or part-time employee; or is engaged on an irregular basis for specific duties.

"Clinical unit" means an area of nursing practice, as agreed between the parties, and without limiting the foregoing shall include a ward, area or place of nursing practice with a patient/client population.

"Day shift" means a shift worked between the hours of 7.00am and 7.00pm but does not include an employee working on Saturday or Sunday.

"Day worker" means an employee whose weekly ordinary hours of work are performed between the period 7.00am and 7.00pm on the days Monday to Friday inclusive.

"Employer" means Calvary Health Care Tasmania Ltd (ABN 291 299 267 90)

"Executive staff" means Director of Clinical Services.

"Full-time employee" means a person engaged to work for 38 ordinary hours per week.

"FWC" means the Fair Work Commission.

"Management unit" means for the purpose of these definitions a grouping of units as determined by the employer.

"Night shift" means a shift that is not day work, or a day or afternoon shift.

"Ordinary pay" means the base rate of pay for the employee's classification. The annual base rates of pay are set out in Appendix B of the Agreement.

"Part-time employee" means an employee, other than a full-time employee or casual employee, engaged to work regularly in each pay period for less hours than an equivalently classified full-time employee.

"Part-time shift worker" means a part-time employee who holds a position on a roster.

"Relevant agreement rate" means the rate specified for the appropriate year of service applicable to the employee.

"Roster" means a documented arrangement setting out clearly the names of the employees required to work in accordance with such roster, the days, dates and hours during which each employee is required to attend for duty.

"Shift worker" means an employee other than a day worker.

"Year of service" shall mean 1976 hours of actual service in an approved establishment, including public holidays, paid annual leave, and paid sick leave.

"the Act" shall mean the *Fair Work Act 2009*, as amended.

immediate family of an employee means:

- (i) a spouse, de facto partner, child, parent, grandparent, grandchild or sibling of the employee; or
- (ii) a child, parent (including a foster parent and legal guardian), grandparent, grandchild or sibling of a spouse or de facto partner of the employee.
- (iii) *spouse* includes a former spouse.
- (iv) *de facto partner* of an employee:
 - (1) means a person who, although not legally married to the employee, lives with the employee in a relationship as a couple

on a genuine domestic basis (whether the employee and the person are of the same sex or different sexes); and

(2) includes a former de facto partner of the employee.

(v) **Child** means a child or an adult child (including an adopted child, a step child, a foster child or an ex nuptial child).

17. DISPUTE RESOLUTION PROCEDURE

- (a) In the event of a dispute in relation to a matter arising under this agreement or the NES, in the first instance the parties will attempt to resolve the matter at the workplace by discussions between the employee or employees concerned and the relevant supervisor and, if such discussions do not resolve the dispute, by discussions between the employee or employees concerned and more senior levels of management as appropriate.
- (b) A party to the dispute may appoint another person, organisation or association to accompany or represent them in relation to the dispute.
- (c) If a dispute in relation to a matter arising under the agreement or the NES is unable to be resolved at the workplace, and all agreed steps for resolving it have been taken, the dispute may be referred to the FWC for resolution by conciliation and, where the matter in dispute remains unresolved, arbitration.
- (d) It is a term of this agreement that while the dispute resolution procedure is being conducted work shall continue according to the custom and practice/status quo the grievance arose unless an employee has a reasonable concern about an imminent risk to his or her health or safety.
- (e) If arbitration is necessary the FWC may exercise the procedural powers in relation to hearings, witnesses, evidence and submissions which are necessary to make the arbitration effective.
- (f) The above steps shall take place within seven days (health and safety matters are exempt from this clause).
- (g) For the avoidance of doubt, employee grievances are included in the matters to be dealt with in accordance with the dispute resolution procedure of the Agreement.

18. EMPLOYMENT CATEGORIES

Casual employees

- (a) Terms of engagement

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- (i) Casual employee's terms of engagement shall be by the hour and they shall be provided with a minimum of two hours' work or, alternatively, paid for a minimum of two hours on each occasion they are required to attend for work.
 - (b) Payment for ordinary time
 - (i) A casual employee for working ordinary time shall be paid per hour 1/38th of the weekly rates prescribed for the work which he/she performs. In addition thereto a casual employee shall receive 25% of the ordinary hourly rate in respect of each hour for which he/she is paid; such additional amount to be payment in lieu of annual leave, paid personal leave and public holidays.
 - (c) Notice of Work
 - (i) Casual employees shall be given as much notice as possible of work on shifts or days. However, cancellation of work may occur up to 12 hours prior to commencement for morning shifts and up to 6 hours prior to commencement for afternoon or night shifts.
 - (ii) **PROVIDED FURTHER THAT** where the minimum notice as described in subclause (c) is not given the employee shall be entitled to 3 hours pay.
 - (iii) A Casual nurse who has their shift cancelled with less than the requisite notice in subclause (c) and who has incurred child care fees as a result, shall on presentation of receipts to the employer, be entitled to a full reimbursement of those child care costs provided that the claim for reimbursement must be made to the employer within 2 pay fortnights of incurring the loss.
 - (d) Casual conversion

A casual employee who has been rostered on a regular and systematic basis over 26 weeks, (provided that the rostering pattern has not resulted from coverage for extended absences such as maternity leave, long service leave, workers compensation leave and extended sick leave), has the right to request conversion to permanent employment and that request will not be unreasonably refused by the Employer subject to operational requirements.

Part-time employees

- (e) A part-time employee is an employee who is engaged to work less than an average of 38 ordinary hours per week and whose hours of work are reasonably predictable. 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. The terms of this Agreement will apply on a pro rata basis to part-time employees on the basis that the ordinary weekly hours for full-time employees are 38.

(f) Penalty rates

The penalty rates prescribed for full-time employees for work on Saturdays, Sundays and public holidays are applicable to part-time employees.

(g) Minimum work provided

Part-time employees shall be provided with a minimum of two (2) continuous hours work or, alternatively, paid for a minimum of two (2) hours on each occasion they are required to attend for work.

(h) Review of Contracted Hours

Where the employee is regularly working more than their specified contract hours they may request that their contracted hours are reviewed by the Employer. The Employer will formally respond to the request by the employee stating the reasons if the request is not agreed to. The Employer will not unreasonably reject the request. The Employer will also take into account that the hours worked in the following circumstances will not be incorporated to any adjustment made:

- (i) if the increase in hours is as a direct result of an employee being absent on leave, such as for example, annual leave, long service leave, maternity leave, workers compensation; and
- (ii) if the increase in hours is due to a temporary increase in hours only due, for example, to the specific needs of a patient.

Any adjusted contracted hours resulting from a review by the employer should however, be such as to readily reflect roster cycles and shift configurations utilised at the Hospital.

19. HIGHER DUTIES ALLOWANCE

An employee, who, for a period of five or more consecutive working days performs the duties of a position higher than that in which she/he is normally employed, shall be paid for the full period she/he is performing such duties, the minimum rates prescribed for such higher position.

20. HOURS OF WORK

- (a) Ordinary hours of day work may be worked between 7.00am and 7.00 pm Monday to Friday.

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- (b) By agreement in writing between an employee and the employer, an employee's ordinary hours may be extended to a maximum of ten (10) ordinary hours per day and may be worked outside the hours prescribed in subclause (a).

By agreement in writing between an employee and the employer, an employee's ordinary hours may be extended to a maximum of twelve (12) ordinary hours per day in accordance with Clause 46 of this Agreement.

Provided that if the working hours arrangement under this subclause meet the shift work definitions, all provisions of Clause 40 – Shiftwork shall apply.

Provided always that such arrangements may be discontinued by either the employee or the employer giving the other fourteen days (one fortnight) notice post commencement of the roster.

- (i) An arrangement in writing made under subclause (b) shall be signed by the employer and the employee with one copy provided to the employee and one copy kept on the employees employment file.
 - (ii) An employee who proposes to agree to enter into an arrangement under subclause (b) of this agreement shall be provided with a copy of this agreement by the employer prior to such arrangement being effective.
 - (iii) In the event of the arrangements contemplated by subclause (b) being discontinued, the employee/s shall be returned to pre-existing conditions and shall not suffer any loss or prejudice in employment whatsoever.
- (c) The break between shifts may be a minimum of 8 hours by mutual agreement. Where there is no agreement a minimum 9 hour break shall apply.
- (d) Changes of roster and positions on roster may occur by mutual agreement without the giving of the minimum notice period.
- (e) Banking of hours:-
- (i) A full-time or part-time nursing employee may, by agreement with their unit manager or Director of Clinical Services:-

Work less than their daily, weekly or fortnightly rostered or contracted hours and work those hours at a later date; or

Work more than their daily, weekly or fortnightly rostered or contracted hours and take time off in lieu of payment for the additional hours worked or set off the additional hours worked against any hours banked under the sub-clause above.

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- (ii) A nursing employee who works less than her/his rostered or contracted hours shall nevertheless be paid as if those rostered or contracted hours has been worked during the roster cycle or contracted period. An employee may only work less than their rostered or contracted hours where they have sufficient banked hours to cover such circumstances.
 - (iii) Hours banked under this provision will be banked on the basis of their ordinary time equivalent (for example, two hours overtime normally paid at double time will be banked as four hours).
 - (iv) A nursing employee may not accumulate more than thirty eight hours in her/his bank under the sub-clauses in Clause (e) above at any one time. Any accrual beyond the specified maximum of 38 hours shall be conditional on prior approval by the Employer.
 - (v) Nursing employees who have accumulated hours to be worked must be given first option to work additional hours prior to the use of on-call or casual nursing employees.
 - (vi) A nursing employee who agrees to work banked hours on a shift on which a shift allowance is payable shall receive a pro rata allowance for those hours worked on that shift.
 - (vii) The employer must keep proper records of all hours accrued and worked by each nursing employee.
 - (viii) A nursing employee shall be entitled to full access to her/his record of hours accrued and worked under this provision.
 - (ix) Where on termination of employment a nursing employee has not worked all her/his banked hours, the Employer may, with the written agreement of the employee, deduct monies paid to the employee for those banked hours for any entitlements owing to the employee by the Employer including payment for accrued annual leave and long service leave at the ordinary rate of pay.
 - (x) Where on termination a nursing employee has not taken time off in lieu of additional hours worked, the employee shall be paid for those additional hours worked at the ordinary rate of pay.
 - (xi) Banked hours will be taken at times mutually agreed between the employer and employee. Provided that where there is no agreement the employer may require employees to take banked hours at certain times to ensure efficient use of staffing resources.
 - (xii) Where an employee is required to make-up hours taken as per (e) of this sub clause, those hours may be worked in shifts of up to 10 hours

duration by mutual agreement at ordinary time for the purposes of making-up time up to ordinary contracted hours for a particular week or roster cycle.

If the employee does not agree to work the make-up hours by working a 10 hour shift the hours to be made-up must be worked on some other occasion as mutually agreed within the 4 week roster cycle. These make up hours shall be paid at ordinary time.

- (xiii) By agreement in writing between the employer and the employee, an employee may elect to work up to six hours on a particular day or shift without a meal break.

(f) Day Light Savings

Upon the changeover of times as a result of daylight saving in October and March each year the following shall apply:

- (i) Employees shall be paid for actual time worked irrespective of the length of the shift.
- (ii) Employees paid in accordance with subclause (i) are not entitled to claim for the one hour lost and all time worked shall be paid at applicable penalty rates.

(g) Thirty-eight hour week

- (i) A full-time employee could request to work a nineteen (19) day month, in the form of one (1) paid day off in every two (2) consecutive fortnightly pay periods.

This would be a matter for discussion with the employer to reach a mutual agreement. If there is agreement to implement the 19 day month the following would apply:

- (ii) The accrued day off shall be rostered to fall on a day of the week other than a Saturday or Sunday. The employer will endeavour to ensure that the accrued day off is rostered to fall either the day immediately before or immediately after rostered days off.
- (iii) Calculation of Allowances - In the calculation of overtime rates, afternoon and night shift allowances and the additional rates for work on Saturdays, Sundays and Public Holidays, the hourly rate shall be calculated at 1/38 of the weekly rate.
- (iv) Absences on leave without pay - As no paid employment existed, 24 minutes for each day of absence should be deducted from the accrued day off.

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

21. IN CHARGE ALLOWANCE

- (a) A Level 1 nurse who assumes the in-charge role of a clinical or management of a unit on any one day or shift for a total of 4 hours will be paid an allowance of \$25 for such shift.
- (b) This allowance is not payable where a Level 2 Nurse assumes the in-charge role of a clinical or management unit.

22. LONG SERVICE LEAVE

- (a) The provisions of the *Long Service Leave Act 1976* (as amended) will apply to employees covered by this agreement.
- (b) Provided that employees on the completion of at least 10 years' continuous service with the employer will be entitled to the period of long service leave as set out in the Act.
- (c) Provided further, that if the employment is terminated and the employee has completed 7 but not 10 years continuous service with the employer, the employee will not be entitled to the payment of pro-rata long service leave unless the provisions of the *Long Service Leave Act 1976* (as amended) determine otherwise.

23. MEAL ALLOWANCE

- (a) Where the duties of an employee require him/her to travel from his/ her headquarters and he/she is more than 16 kilometres therefrom at his/her normal meal hour, that employee shall, be reimbursed relevant meal costs incurred, provided that relevant receipts are provided.

24. NIGHT SHIFT PENALTY

- (a) The night shift penalty will be 25%.

25. OVERPAYMENTS

- (a) In the event of an overpayment to an employee where the overpayment has been made in one lump sum the following shall apply.
 - The employer will negotiate a repayment arrangement with the employee
 - If agreement is reached such agreement will be documented and implemented.

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- (b) In the event of an overpayment to an employee where the overpayment has been made over an extended period of time the following shall apply.
- The employer will negotiate a repayment arrangement with the employee
 - If agreement is reached such agreement will be documented and implemented.
- (c) In the event of exceptional circumstances the provisions of sub-clause (a) and (b) may be waived by agreement between the employer and the employee.

26. OVERTIME

- (a) Requirement to work reasonable overtime
- (i) Subject to the conditions detailed below an employer may require an employee to work reasonable overtime at overtime rates.
- (ii) An employee may refuse to work overtime in circumstances where the working of such overtime would result in the employee working hours which are unreasonable having regard to:
- any risk to employee health and safety;
 - the employee's personal circumstances including any family responsibilities;
 - the needs of the workplace or enterprise;
 - the notice (if any) given by the employer of the overtime and by the employee of his or her intention to refuse it; and
 - any other relevant matter.
- (iii) No overtime shall be worked without the prior approval of the employer
- (b) Payment for working overtime (day worker)
- (i) For all time worked in excess of the ordinary hours of work the following payments shall be made:
- Monday to Friday inclusive - time and a half for the first two hours and double time thereafter;
- Saturday - time and a half for the first two hours and double time thereafter;

Sunday - double time;

Public holidays - double time and one half.

- (ii) Provided that all time worked by part-time employees, in excess of their rostered daily ordinary hours of work prescribed (8 hours or if mutually agreed 10 or 12 hour shifts) shall be paid for at the rate of time and one-half for the first two hours and double time thereafter, except that on Sundays such overtime shall be paid for at the rate of double time and on public holidays at the rate of double time and one-half.
 - (iii) Time worked up to the rostered daily ordinary hours of work (8 hours or if mutually agreed 10 or 12 hour shifts) shall not be regarded as overtime but an extension of the contract hours for that day and shall be paid at the ordinary rate of pay.
 - (iv) Provided always that an employee who holds a position which regularly requires him/her to work on public holidays shall, where mutually agreeable, be paid, in addition to any paid time off in lieu granted by the employer concerned, at the rate of time and one half of his/her ordinary rate for the first eight hours worked during his/her normal spread of hours, and thereafter in accordance with the overtime rates in the above.
 - (v) Provided that no employee shall receive in the aggregate more than the equivalent of double time and a half of his/her ordinary rate.
 - (vi) Provided further, the above paragraphs (i) to (v) above shall be read in conjunction with Appendix D in regard to theatre staff working under the new rostering arrangements. To the extent of any inconsistency, Appendix D shall apply in regard to such theatre staff.
- (c) Time off in lieu of overtime

Provided that where there is agreement between the employer and the employee, time off in lieu of overtime may be taken at the penalty rate equivalent.

Provided always that such agreement may be discontinued by mutual consent of both parties or at the request of one such party.

- (d) Rest period after overtime

An employee (other than a casual employee) who works so much overtime between the termination of his/her ordinary work on one day and the commencement of his/her ordinary work on the next day that he/she has not had at least eight consecutive hours off duty between those times, shall, subject to this section, be released after completion of such overtime until

he/she has had eight consecutive hours off duty without loss of pay for ordinary working time occurring during such absence.

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

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

27. PARENTAL LEAVE

- (a) Employees are entitled to parental leave in accordance with the provisions of the *Fair Work Act 2009*, as amended.
- (b) Full-time employees and permanent part-time employees are eligible for paid parental leave in accordance with the following provisions:
 - (i) Permanent employees are eligible for paid parental leave when they have completed at least forty (40) weeks of continuous service prior to the expected date of birth or prior to the date of taking custody of the child.
- (c) Employees who are eligible for paid parental leave are entitled to such leave as follows:
 - (i) Paid Leave
 - (1) Paid Maternity Leave – an eligible employee is entitled to a combined total of fourteen (14) weeks paid maternity leave at ordinary pay from the date the maternity leave commences.
 - (2) In accordance with s.73 of the *Fair Work Act 2009*, maternity leave may commence up to six weeks prior to the expected date of birth. It is not compulsory for an employee to take this period off work. However, where an employee decides to work during this period, if requested by the Employer, the employee shall provide a statement from her medical practitioner or midwife to the effect that continuing employment until the date of birth is not a risk to the employee or the unborn child.
 - (3) Paid Partner Leave – an eligible employee is entitled to one (1) week paid partner leave in any one year at the ordinary pay which must commence within four weeks of the birth of the

child (Eligible employees will be as defined in the *Fair Work Act 2009*).

- (4) Paid Adoption Leave – an eligible employee is entitled to paid adoption leave of fourteen (14) weeks from and including the date of taking custody of the child.

- (5) Such leave may be paid:

On a normal fortnightly basis;

In advance in a lump sum;

At the rate of half pay over a period of twenty-eight (28) weeks on a regular fortnightly basis.

Annual and/or long service leave credits can be combined with periods of maternity leave or adoption leave on half pay to enable an employee to remain on full pay for that period.

- (6) Commonwealth Government scheme

The amount of paid leave provided in this Agreement shall not be reduced in terms of its monetary value by the current Paid Parental Leave Act 2010 provisions as in operation at the date this agreement is approved by the FWC.

(ii) Unpaid Leave

- (1) Unpaid Maternity leave – An employee is entitled to a further period of unpaid maternity leave of not more than twelve (12) months after the actual date of birth of the child.
- (2) To assist the employee in reconciling work and parental responsibilities the employee may request the employer to allow the employee to extend the period of unpaid parental leave by a further continuous period of unpaid leave not exceeding twelve (12) months.
- (3) Unpaid Partner Leave – An employee is entitled to a further period of unpaid partner leave of not more than three (3) weeks, to be taken in conjunction with a period of paid partner leave, unless otherwise agreed by the employer and employee.
- (4) Unpaid Adoption Leave – An employee is entitled to unpaid adoption leave as follows:

Where the child is under the age of 12 months – a period of not more than 12 months from the date of taking custody;

Where the child is over the age of 12 months – a period of up to 12 months, such period to be agreed upon by both the employee and the employer.

(iii) An employee who has once met the conditions for paid maternity leave and/or paid adoption leave will not be required to again work the 40 weeks' continuous service in order to qualify for a further period of maternity leave or adoption leave; unless:

- (1) There has been a break in service where the employee has been re-employed or re-appointed after a resignation, medical retirement or after her services have been otherwise dispensed with; or
- (2) The employee has completed a period of leave without pay of more than 40 weeks. In this context, leave without pay does not include sick leave without pay, maternity leave without pay, or leave without pay associated with an illness or injury compensable under the Workers' Rehabilitation Compensation Act, as amended.
- (3) An employee who intends to proceed on maternity or partner leave should formally notify the employer of such intention as early as possible, so that arrangements associated with the absence can be made. Written notice of not less than eight weeks prior to the commencement of the leave should accordingly be given. This notice must include a medical certificate stating the expected date of birth and should also indicate the period of leave desired.
- (4) In the case of notification of intention to take adoption leave, due to the fact that an employee may be given little notice of the date of taking custody of a child, employees who believe that, in the reasonably near future, they will take custody of a child, should formally notify their employer as early as practicable of the intention to take adoption leave. This will allow arrangements associated with the adoption leave to be made.
- (5) After commencing maternity leave or adoption leave, an employee may vary the period of her maternity leave or adoption leave, once, without the consent of the employer and otherwise, with the consent of the employer. A minimum of four weeks' notice must be given, although an employer may accept less notice if convenient.

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- (6) Any person who occupies the position of an employee on parental leave must be informed that the employee has the right to return to her former position. Additionally, since an employee also has the right to vary the period of her maternity leave or adoption leave, offers of temporary employment should be in writing, stating clearly the temporary nature of the contract of employment. The duration of employment should also be set down clearly, to a fixed date or until the employee elects to return to duty, whichever occurs first.
 - (7) When an employee has resumed duties, any period of full pay leave is counted in full for the accrual of annual and long service leave and any period of maternity leave or adoption leave on half pay is taken into account to the extent of one-half thereof when determining the accrual of annual and long service leave.
 - (8) Except in the case of employees who have completed fifteen years' service the period of parental leave without pay does not count as service for long service leave purposes. Where the employee has completed fifteen years' service the period of parental leave without pay shall count as service for long service leave purposes provided such leave does not exceed six months.
 - (9) Parental leave without pay does not count as service for incremental purposes. Periods of parental leave on full pay and at half pay are to be regarded as service for incremental progression on a pro-rata basis.
 - (10) Where public holidays occur during a period of paid parental leave, payment is at the rate of parental leave received, that is the public holidays occurring in a period of full pay parental leave are paid at the full rate and those occurring during a period of half pay leave are paid at the half rate.
 - (11) If because of an illness associated with her pregnancy an employee is unable to continue to work then she can elect to use any available paid leave (sick, annual and/or long service leave) or to take sick leave without pay.
 - (12) Where an employee is entitled to paid maternity leave, but because of illness, is on personal leave, annual leave, long service leave, or personal leave without pay prior to the birth, such leave ceases six weeks prior to the expected date of the birth. The employee then commences maternity leave with the normal provisions applying.

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- (13) In the event of a miscarriage any absence from work is to be covered by the current sick leave provisions.
 - (14) In the case of stillbirth, an employee may elect to take sick leave, subject to the production of a medical certificate, or maternity leave. She may resume duty at any time provided she produces a doctor's certificate as to her fitness.
 - (15) An employee who gives birth prematurely, and prior to proceeding on maternity leave shall be treated as being on maternity leave from the date leave is commenced to have the child. Should an employee return to duty during the period of paid maternity leave, such paid leave ceases from the date duties are resumed.
 - (16) An employee returning from parental leave has the right to resume their former position. Where this position no longer exists the employee is entitled to be placed in a position nearest in status and salary to that of her former position and for which the employee is capable or qualified.

28. PAYMENT OF WAGES

(a) Time and interval of payment

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

(b) Method of payment

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

(c) Statement of wages

On or prior to pay day the employer shall provide to the employee, particulars in writing, setting out full details of the wages the employee is entitled to.

(d) Payment on termination

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

(e) Payment during waiting time for late wages

Except in circumstances beyond the control of the hospital and subject to the hospital making agreed alternative arrangements an employee kept waiting for wages on the normal pay day after the usual time for ceasing work for more than a quarter of an hour shall be paid at overtime rates after that quarter of an hour with a minimum payment for a quarter of an hour and payment shall continue on that day until advised that payment will not be forthcoming on that day.

Further, such payment at overtime rates shall continue during all ordinary hours of work on each succeeding day or days, including rostered days off, up to a maximum of 7.6 hours per day, until such time as payment is effected.

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

For the purposes of this clause the ordinary rates shall be exclusive of premiums, loadings or penalties.

(f) Agreed alternative arrangements – no penalty to apply

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

(g) Alternative arrangement broken – penalty to apply

Should however, the employer fail to discharge payment in accordance with the terms of the alternatively agreed arrangement, as provided above the employee shall be deemed to have been kept waiting for payment since pay

day and shall thereby be entitled to payment in accordance with the above until such time as payment is affected.

(h) Allowances not taken into account

Allowances prescribed by this Agreement other than higher duties allowance, certificate and/or diploma allowance shall not be taken into account in the compilation of overtime and penalty rates prescribed herein.

Notwithstanding the foregoing, the casual loading payable to casual employees shall be taken into account before calculating penalty rates payable for weekend and public holiday shifts, but shall not be taken into account when calculating overtime payments.

29. PERSONAL/CARER'S LEAVE

(a) Subject to the following limitations and conditions an employee shall be entitled to personal leave on full pay calculated by allowing 152 rostered ordinary hours of work in the case of the 38 hour per week employees for each year of continuous service, less any personal leave on full pay already taken. The paid leave entitlement as prescribed herein shall be pro-rata based on the ordinary hours worked by the employee.

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

(ii) An employee shall not be entitled to personal leave on full pay for any period in respect of which such employee is entitled to workers' compensation.

(iii) An employee shall be required to submit a registered health practitioner's certificate for any personal leave absences, provided that employees shall be allowed 3 single days of personal leave per fiscal year without certification or statutory declaration and those days may be taken at any time including either side of days off or RDOs. Statutory Declarations may be used in lieu of medical certificates for access to certified sick and carers leave.

(iv) Each employee shall notify her/his employer of an absence from work due to illness or injury prior to the commencement of her/his rostered shift or as soon as practicable thereafter and shall, as far as possible, inform the employer of the estimated duration of the absence.

(b) The employer shall not change the rostered hours of work of an employee fixed by the roster or rosters applicable to the 14 days immediately following the

commencement of sick leave merely by reason of the fact that she or he is on sick leave.

For the purposes of this clause "service" means continuous service as defined in s.22 of the Fair Work Act 2009.

- (c) Part-time Employees – A part-time employee shall be entitled to personal/carers leave on a pro-rata basis. Such entitlements shall be subject to all the above conditions applying to full-time employees.
- (d) Subject to the provisions of a satisfactory health practitioner's certificate and sick leave being due, paid annual leave or long service leave shall be re-credited where an illness occurs during the period of paid annual leave or long service leave; provided that the period of leave does not occur prior to retirement, resignation or termination of services.
- (e) An employee, other than a casual employee, with responsibilities in relation to their immediate family (as defined) or member of their household, who needs the employee's care or support, shall be entitled to use, in accordance with this subclause, any current or accrued personal leave entitlement, for absences to provide care or support for such persons when they are ill/ injured or in the case of an unexpected emergency. Such leave may be taken for part of a single day.
- (f) The employee shall, if required, establish, either by production of a health practitioner's certificate or statutory declaration that leave is required in order to provide care or support for a member of the employee's immediate family or household. In normal circumstances, an employee must not take carers leave under this subclause where another person has taken leave to provide care or support for the same person.
- (g) The entitlement to use personal leave in accordance with this subclause is subject to:
 - (i) The employee providing care or support to the person concerned; and
 - (ii) The person concerned being a member of the employee's immediate family or household (as defined in this Agreement).
 - (iii) An employee must give the Employer notice of the taking of leave under this Clause. The notice must be given to the Employer as soon as practicable (which may be a time after the leave has started) and must advise the Employer of the period, or expected period, of the leave.
- (h) Unpaid Carers Leave

An employee, including a casual employee, shall be entitled to up to two days unpaid carers leave per occasion.

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- (i) Use of Personal leave in situations of Family Violence
 - (i) The Employer recognises that employees may sometimes face situations of violence or abuse in their personal life that may affect their attendance at work and is therefore committed to enabling such staff to access their accrued personal leave entitlement for such situations.
 - (ii) For the purposes of this subclause, family violence is defined as physical, sexual, financial, verbal or emotional abuse by an immediate family member. It is the patterned use or coercive and controlling behaviour to limit, direct or shape a person's thoughts, feelings and actions.
 - (iii) The Employee is entitled to access accrued personal leave in the circumstances of the employee being subjected to family violence as defined. Acceptable proof of family violence may be required by the Employer for such leave.

30. POST GRADUATE ALLOWANCE

A Registered Nurse who holds a hospital certificate or graduate certificate shall be paid, in addition to their salary, the following amount. Only one qualification allowance for each employee. It must be demonstrated that the qualification must be relevant to the current area of practice and is being utilised. If an employee has two relevant qualifications the highest post-graduate allowance applicable will be paid.

- ◊ Hospital/Graduate Certificate (or equivalent) 4% of the hourly rate of pay.

A Registered Nurse who holds a post graduate diploma or a degree (other than a nursing under graduate degree) shall be paid, in addition to their salary, the following amount:

- ◊ A Post Graduate Diploma or Degree (or equivalent) 6.5% of the hourly rate of pay.

A Registered Nurse who holds a Masters, or a Doctorate, shall be paid, in addition to their salary, the following amount:

- ◊ Masters or Doctorate 7.5% of the hourly rate of pay.

The post graduate allowance shall be taken into account in the calculation of overtime and annual leave payments.

31. PRECEPTOR ALLOWANCE

- (a) A level 1 or 2 nurse or enrolled nurse who acts as a preceptor will receive a payment of \$4.26 per hour whilst acting in this role subject to the Calvary Health Care Tasmania Preceptor Program being approved by the Director of Clinical Services.

32. PROFESSIONAL DEVELOPMENT

- (a) Each full time nurse (pro rata, for part time nurse) is entitled to access up to 3 days paid leave for the purposes of attendance at approved conferences/seminars. Each application will be assessed on its merits in the context of the applicability of the conference/ seminar, the number of other similar applications and the resources available to the employer.
- (b) The time and manner of taking any entitlement under this provision is to be mutually agreed between the employer and the employee and the course and means of dissemination of conference/seminar information is to be approved by the CNM. Should mutual agreement not be possible on repeated occasions this matter is to be referred to the Director of Clinical Services or their delegate for resolution under the dispute resolution process.
- (c) Reasonable travel, accommodation and registration costs may be paid by the employer, when the employer selects and/or approves the employee for the conference/seminar.
- (d) All staff granted conference/seminar leave will be required to provide an in-service to other staff on the learning from the leave and to provide a report to the Director of Clinical Services on the learning's from the conference/seminar.

33. OVERTIME MEAL

- (a) An employee will be supplied with an adequate meal as follows:
 - (i) when required to work after the usual finishing hour of work beyond one hour or, in the case of shift workers, when the overtime work on any shift exceeds one hour.
 - (ii) provided that where such overtime work exceeds four hours a further meal will be provided.
- (b) Clause (a) will not apply when an employee could reasonably return home for a meal within the meal break.

34. PUBLIC HOLIDAYS

- (a) All employees, other than shift workers and casual employees, shall be entitled to the following public holidays without deduction from their weekly wages:

Christmas Day, Boxing Day, New Year's Day, Australia Day, Cup Day (half day), Eight Hours Day, Good Friday, Easter Monday, Anzac Day, Queen's Birthday, Show Day, Recreation Day or such other day as may be observed in the locality in lieu of any of the aforementioned holidays and the *Tasmanian Statutory Holidays Act 2000* as amended.

The half-day Cup Day shall mean one half of any ordinary rostered shift on that day.

- (b) Show day means not more than one local show day observed on an employee's ordinary working day, other than a Saturday or a Sunday, in the city, town or district in which the employee is employed; or such other day which, in the absence of such a local show day, is agreed on by the employee and the employer.
- (c) Payment for the holidays mentioned above which are taken and not worked, shall be at the normal rate of pay which would have applied to the employee concerned, when if it were not for such holiday, he/she had been at work.
- (d) Where an employee who is entitled to holidays as above is required to work on any day of the holidays mentioned, either for part or the whole of such day he/she shall in the case of a day worker be paid at the overtime rate prescribed in clause 26 - Overtime.
- (e) Notwithstanding the various provisions of this agreement the following shall apply in relation to payment for public holidays for employees classified as shift workers:
 - (i) Payment for holidays mentioned above which are worked will be paid at the ordinary rate; and 0.0465587 hours shall be added to their annual leave for all ordinary hour worked. Such time shall be converted to days by dividing the number of additional hours by eight (8) to be applied on the employee's Anniversary date; or
 - (ii) Payment for holidays mentioned above which are worked will be paid at double time.
 - (iii) Employees must make an election in writing to the Employer during the first full pay period on or after this Agreement comes into operation as to whether they will be paid in accordance with (e)(i) or (e)(ii). Where no election is made by an employee, such employee shall be paid in accordance with (e)(ii).
- (f) Provided that a casual employee shall be paid at the rate of 1.7 times the base casual loaded rate for time worked on a public holiday. The base casual loaded rate of pay includes the applicable transitioning casual loading, which is defined at Clause 18(b) of this Agreement.

35. REDUNDANCY

- (a) The parties agree that it is not desirable to lose the services of employees through redundancy. It is the parties preferred option to seek redeployment and retraining opportunities within the organisation should the occasion arise.

(b) Commitment to Consult.

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

(c) Redeployment and Retraining

In the event of a position being made redundant, the following shall apply:

- (ii) The employer will actively explore all internal redeployment opportunities for employee surplus to requirements.
- (ii) An employee seeking redeployment may be retrained for an available position on condition that the employee can demonstrate that he or she possesses the necessary capacity for that position.
- (iii) Where retraining is required, the employer will provide and pay for any training which the employer deems necessary for the employee to perform the duties of the position to which the employee is being redeployed. The employee will be entitled to undertake this training during work time.
- (iv) All reasonable attempts will be made to ensure that an employee's area of choice, hours of work, previous employment classification and previous roster patterns are met.

(d) Notice of Redundancy

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:

Employee's Period of Continuous Service with the Employer	Period of Notice
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 and has completed 2 years continuous service with the employer.

(e) Redundancy Package

Where redeployment or retraining opportunities are not available, the separation package to be paid to a redundant employee is as follows:

(i) Redundancies

Notice as stipulated in this clause, or payment in lieu thereof
2 weeks' pay for each year of service and pro rata to two weeks for the final uncompleted year of service, providing that such payment is no less than the severance prescribed under the NES.

Full payment of all accrued pro rata long service leave entitlements after five years of service.

Full payment of all accrued annual leave entitlements including leave loading.

(ii) A weeks full pay shall mean

The weekly base rate for the classification; and

Any penalties; and

Any all-purpose work related allowances

(f) All employees who are made redundant shall be given assistance by the employer in seeking suitable alternative employment. Such employees will be granted time off with pay to seek alternative employment or to make arrangements for training or re-training

(g) Financial Counseling.

(i) 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 the financial counseling (up to two sessions) from a financial counselor agreed to by the employer and the employee.

(ii) The employer will provide to each employee a fully detailed pay statement at the time when the offer of redundancy is made.

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

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- (i) Provided that in the case where the employer facilitates acceptable alternative employment for an employee, including the transfer of all entitlements, the provisions of this redundancy clause shall not apply.
 - (j) Acceptable alternative employment will have been provided where the employee is transferred to
 - (i) a position which reflects the individual skills of that employee; and
 - (ii) a position which, as a minimum, provides the same financial and employment benefits (including security of employment) as the position which no longer exists.

36. REPRESENTATIVES LEAVE

- (a) Leave to attend trade union and union delegate courses/seminars shall be as follows:
 - (i) To a maximum of 3 days per year (1 January to 31 December) for each campus for the totality of all applications of paid trade union, union delegate training leave, shall be available for the purpose of trade union training, union delegate courses, seminars provided that:
 - (1) the scope, content and level of the courses are directed to the enhancement of the operation of the settlement of dispute/dispute settlement procedure/s;
 - (2) that two weeks period of notice is provided to the employer;
 - (3) the approval of leave must have regard to the operational requirements of the employer;
 - (4) this leave shall be paid at the ordinary time rate of pay.
- (b) Leave of absence granted pursuant to this clause shall count as service for all purposes of this Agreement.

37. ROSTERING

The following provisions shall apply to all staff in conjunction with the Principles of Workload Management ("The Principles") at Appendix A.

- (a) Only those staff with current letters of appointment stating special conditions are exempt from The Principles.
- (b) Verbal agreements shall not be considered valid.

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- (c) Those staff with special conditions confirmed in a current letter of appointment shall have their special conditions reviewed each 12 months. This will provide the employer and employee the opportunity to review the reasons for such an agreement and to establish if the reasons are still valid.
 - (d) In all cases management will attempt to reach agreement with staff who claim not to be able to meet the requirements of The Principles.
 - (e) Rostering practices established through self-rostering shall not constitute custom and practice or exemption from The Principles.
 - (f) If all avenues of negotiation with staff to meet The Principles do not satisfy the needs of the Hospital then management will have the right to roster staff to meet such needs in accordance with agreement provisions.
 - (h) Those staff without a letter confirming special conditions shall work as rostered in accordance The Principles and the agreement provisions.

38. SALARIES

- (a) Wages rates are contained in Appendix B of this Agreement.
- (b) The wage rates in Appendix B shall be payable as follows:-
 - (i) 3% shall be payable from the beginning of the first full pay period to commence on or after 1 January 2015.
 - (ii) 3.25% shall be payable from the beginning of the first full pay period to commence on or after 1 January 2016.
- (c) Any further wage increase shall be at the discretion of the Employer, unless the rate of pay falls below the Modern Award rate, in such circumstances the rate of pay shall default to the minimum rate prescribed in accordance with the relevant Modern Award rate.

39. SALARY SACRIFICE/ PACKAGING ARRANGEMENT

- (a) Permanent employees may be able to make voluntary pre-tax contributions or payments through a written salary sacrifice agreement between the Employer and the Employee. The Employer will pay the salary sacrifice amount in accordance with the salary sacrifice agreement.
- (b) An employee may apply to have their ordinary time earnings reduced by an amount nominated by them as a salary sacrifice contribution for their benefit.
- (c) The total value of the reduced salary and the agreed value of the benefits provided will not be less than the amount that would otherwise be paid if the salary sacrifice arrangement was not in place. The employees will be offered the

opportunity to choose from the list of benefits, which will be paid by the Employer, through the provider of the service, instead of receiving gross salary.

- (d) Gross salary is reduced by the amount of the benefits paid by the Employer. The new gross salary is then subject to PAYG tax.
- (e) The Employer will nominate a provider of salary sacrificing services to manage these arrangements. The cost of the administration of the salary packaging arrangement is to be borne by the employee and deducted from the employee's account each fortnight.
- (f) The Employer shall meet the cost of implementing the administrative and payroll arrangements necessary for the introduction of salary sacrifice to the employees under this Agreement.
- (g) All existing entitlements such as superannuation, leave loading, penalties and overtime etc., will be based on the pre-packaged salary.
- (h) The parties recognise the need for employees to consider independent financial and taxation advice and recommend that employees consider such advice prior to entering into salary sacrifice arrangements.
- (i) The employees covered under this Agreement will have access to salary sacrifice arrangements subject to the following provisions:
 - ◇ Accessing a salary sacrifice arrangement is a voluntary decision to be made by the individual employee.
 - ◇ The employee wishing to enter into a salary sacrifice arrangement will be required to sign a document which indicates that:
 - The Employee has sought expert advice in relation to entering into such an arrangement and;
 - The Employee understands that in the event that Fringe Benefits Tax (FBT) becomes payable on the benefit items which are selected, the salary sacrifice arrangement shall lapse and a new arrangement be put in place whereby the total cost of salary sacrificing to the Employer does not increase.
 - If the Employee elects to continue with sacrificing, the cost of the payment of the FBT will be passed back to the Employee, or benefit items can be converted back to the agreed salary as per this Agreement.
 - That upon resignation or termination of employment the Employer shall be, by deduction from final payments or upon demand, reimbursed any amounts of over-expenditure.
- (j) In the event that the law governing superannuation and/or taxation make the objective of this clause ineffective, unattainable or illegal, the employer will advise

the employee concerned. The salary sacrifice contribution arrangement will be terminated or amended to comply with such laws.

- (k) Unless otherwise agreed by the Employer, an employee may terminate their salary sacrifice contribution/payment by giving not less than one (1) month written notice, provided the terms of any other agreement relating to the salary sacrifice benefit are met.

40. SHIFT WORK

- (a) Ordinary hours

The ordinary hours of shift workers shall not exceed:

- (i) 8 in any one day;
- (ii) 48 in any one week;
- (iii) 88 in 14 consecutive days;
- (iv) 114 in 21 consecutive days; or
- (v) 152 in 28 consecutive days.

Provided further that by mutual agreement the ordinary hours of work for shift employees may be extended up to 12 hours per shift to be paid for at the appropriate shift rate.

- (b) Subject to the following conditions shift workers shall work at such times as the employer may require:
 - (i) a shift shall consist of normally not more than eight (8) hours;
 - (ii) unless agreed between the parties an employee shall not be required to start a shift unless there is a break of at least nine (9) hours from her/his previous shift. Provided that if mutually agreed the break may be no less than 8 hours;
 - (iii) by arrangement with the employees an unpaid meal break shall be allowed on each day or shift, of a duration of not less than 30 minutes and not more than 60 minutes.

- (c) Part-time shift workers – hours

Part-time shift workers, as defined, shall be entitled to the provisions of this clause with the following exceptions:

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- (i) the maximum hours in any one fortnight shall be 80, provided that the maximum hours in 28 consecutive days shall not exceed 152 hours;
 - (ii) the maximum hours in any one day shall be eight and by mutual agreement this may be extended to ten or twelve.

Any time worked outside of these hours shall be paid at the rate of double time.

(d) Afternoon and night shift allowances

- (i) Subject to existing customs and practices:

Shift workers shall be paid the following loading on their ordinary rate for such shifts:

- Afternoon shift - 15%.
- Night shift – 25%

(e) Saturday shifts

Shift workers who work on a rostered shift, the major portion of which falls on a Saturday shall be paid at the rate of time and one half of the employee's normal salary rate, but such rates shall be in substitution for and not cumulative upon the shift allowance set out in this agreement. The provisions of this clause shall not prejudice any right of an employee to obtain any alternative higher rate in respect of that work by virtue of any provision.

(f) Sunday and public holiday shifts

- (i) Shift workers, for work on a rostered shift, the major portion of which falls on a Sunday or public holiday, shall be paid as follows:

- (1) Sundays - at the rate of time and three quarters;
- (2) Holidays as prescribed in this agreement at the rate of double time.

- (ii) The above rates shall be in substitution for, and not cumulative upon the shift allowance set out in (d)(i).

- (iii) Provided always that:

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

on a shift commencing before midnight on a day preceding a Sunday or holiday and extending into such Sunday or holiday the time worked before midnight shall be regarded as time worked on such Sunday or holiday.

- (2) Where shifts fall partly on a holiday, that shift the major portion of which falls on a holiday, shall be regarded as the holiday shift.
- (3) Where a shift worker is required to work on a public holiday as herein defined and is granted time-off in lieu thereof the above penalty rate shall not apply.

(g) Broken shifts

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

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

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

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

(i) Rosters

There shall be a roster for shifts which shall:

(i) Rotation

Provide for rotation unless all the employees concerned desire otherwise.

(ii) Number of shift

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

(iii) Change of roster

Not be changed until after four weeks' notice:

- (1) Unless the employer otherwise agrees, an employee desiring a roster change will give seven days' notice except where the employee is ill or in an emergency.
- (2) Seven days' notice of a change of roster will be given by the employer to an employee. Except that, a roster may be altered at any time to enable the functions of the hospital to be carried out where another employee is absent from work due to illness or in an emergency. Where any such alteration requires an employee working on a day which would otherwise have been the employee's day off, the day off instead will be as mutually arranged.

Provided that an employee's place on such roster shall not be changed, except on one week's notice of such change, or payment of the overtime rates set out in this Agreement;

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

(iv) Minimum days off

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

(v) Twenty-eight day accounting period

Clearly stipulate a 28 day accounting period which shall include an accrued day off in addition to eight (8) rostered days off:

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

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

(vi) Payment for overtime

For work performed by a shift worker outside the ordinary hours prescribed in subclause (a), the employee shall be paid double time for such overtime worked.

Provided always that in cases where the employer has been given less than four hours notice that an employee rostered to relieve an

afternoon or night shift worker, will not attend to do so at the proper time, such unrelieved shift worker shall be paid, for the extra time worked, at the rate of time and one half until the four hours have elapsed from the time notice was given to the employer.

For all time worked beyond the four hour spread referred to herein the unrelieved shift worker shall be paid at the rate of double time.

In all other cases the unrelieved shift worker shall be paid at the rate of double time until relieved.

41. SUPERANNUATION

- (a) The subject of superannuation is dealt with extensively by legislation including the Superannuation Guarantee (Administration) Act 1992, the Superannuation Guarantee Charge Act 1992, the Superannuation Industry (Supervision) Act 1993 and the Superannuation (Resolution of Complaints) Act 1993. This legislation, as varied from time to time, govern the superannuation rights and obligations of the parties.
- (b) "The Fund" for the purposes of this Agreement shall mean:
 - ◇ HESTA established and governed by a trust deed as may be amended from time to time, and includes any superannuation scheme which may be made in succession thereto; or
 - ◇ Tas Plan; or
 - ◇ Catholic Super; or (National Catholic Super merged with Catholic Super on 1 April 2010)
 - ◇ to another complying superannuation fund.
- (c) In addition to the Employer's statutory contributions to the Fund an employee may make additional contributions from their salary, and on receiving written authorisation from the employee the Employer must commence making contributions to the Fund in accordance with the Superannuation Guarantee Charge Act 1992.
- (d) Superannuation fund payments will be made in accordance with the trust fund deeds and shall be made at a minimum on a monthly basis.
- (e) Where an Employee salary packages their wages in accordance with this Agreement superannuation shall be paid on the pre-packaged wages.
- (f) In the event that no fund is nominated by a new employee, superannuation contributions will be paid into HESTA on behalf of that employee.

42. TERMINATION OF EMPLOYMENT

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

(b) The notice as prescribed under the Act is as follows:

Period of continuous service Notice	Minimum Period of notice
1 year or less	1 week
More than 1 year but not more than 3 years	2 weeks
More than 3 years but not more than 5 years	3 weeks
More than 5 years	4 weeks

(c) Employees aged 45 years or older will be entitled to an additional one weeks' notice on completion of at least two years continuous service for all employees other than casuals.

(d) No employee shall, without the consent of the employer, resign without having given seven days' notice of intention so to do or forfeiting salary earned during the pay period current at the time of resignation; provided that in no circumstances shall the employee forfeit more than seven days' pay at the rates prescribed for his or her classification, subject to the requirements of s324(1)(b) of the *Fair Work Act 2009*.

(e) Upon the termination of the services of an 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.

(f) Discussions prior to decision to terminate employment

Prior to determining whether to terminate the employment of an employee on the grounds other than would justify summary dismissal, the Employer shall:

- (i) inform the employee that the termination of their employment is being considered; and
- (ii) advise the employee of the reasons for possible termination; and
- (iii) provide the employee with an opportunity to respond to any allegations regarding their conduct or performance and to show cause why their employment should not be terminated.

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- (iv) An employee shall be given reasonable time to respond, and shall be provided with details of any relevant material. An employee who wishes to be represented may, at the request of the employee, be represented by a representative of the employee's choice, which may be a union representative.

Any request by the employee to meet and discuss the matter shall not be unreasonably refused.

43. TRAVELLING AND FARES

Where the employer has approved intrastate or interstate 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.

44. UNIFORMS AND PROTECTIVE CLOTHING

- (a) Uniforms will be supplied by the employer based on the following table:

7-10 shifts/fortnight	2 bottoms and 3 blouses/3 shirts
3-6 shifts/fortnight	1 bottom and 2 blouses/2 shirts
Less than 3 shifts/fortnight (including casual)	On an as needs basis

- (i) Employees are able to purchase additional items from the corporate range at their own cost. All items comply with the Australian Tax Office Regulation IT 2641 and therefore are tax deductible. To qualify for tax deductibility from the corporate range garments must be worn as a whole outfit.
- (ii) Personnel, who are designated to work in an area requiring specialist dress requirements e.g. Operating Suite, will be provided with a uniform in compliance with the needs of their position. Corporate uniforms will be provided to Operating Suite staff as directed by the Peri operative Services Coordinator. Provision has been made for employees who due to size, pregnancy or other agreed reasons fall outside the standard corporate uniform range.
- (iii) All items of apparel are required to be clean and serviceable at all times. Repair and maintenance of uniforms are the sole responsibility of the individual employee.
- (iv) Notwithstanding the above, where the damage has occurred as a result of completion of normal duties, damaged garments will be replaced or repaired by Calvary Health Care Tasmania. Items damaged through negligence or inappropriate use of protective clothing must be replaced at the expense of the employee.

(b) Casual Employees

- (i) All casual employees will be supplied with stock held in the Supply Department.
- (ii) There will be a six monthly review of all casual employees in order to re-evaluate individual uniform allocations dependant on the availability of staff under review and the number of shifts worked over the previous six month period.

(c) Maternity Uniform

- (i) Employees requiring a maternity uniform should contact their Unit Manager to seek authorisation to be issued with an appropriate maternity uniform.
- (ii) The original uniform allocation must be returned to the employer upon receipt of the replacement maternity garments.

(d) Outside the Standard Range

- (i) If garments preferred are not available in the size required the employer would allocate the employee with enough fabric to construct the garment(s).
- (ii) The employee is responsible for appointing a tailor/seamstress to produce the article, which must be of a similar style to garments within the corporate range. The cost of material and labour is to be contained within the uniform allowance, with any additional costs covered by the employee. These costs are tax deductible.

(e) Resignation

All uniforms belonging to the employer must be returned to the Payroll Department upon resignation, or leaving the Employer for a period greater than three months. Employees require clearance to this effect before release of their final pay.

45. FLEXIBILITY ARRANGEMENT

- (a) An employer and employee covered by this enterprise agreement may agree to make an individual flexibility arrangement to vary the effect of terms of the agreement if:
 - (i) the agreement deals with 1 or more of the following matters:
 - (1) arrangements about when work is performed;
 - (2) overtime rates;

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- (3) penalty rates;
 - (4) allowances;
 - (5) leave loading; and
 - (ii) the arrangement meets the genuine needs of the employer and employee in relation to 1 or more of the matters mentioned in paragraph (i); and
 - (iii) The employer and the individual employee must have genuinely made the agreement without coercion or duress.
- (b) The employer must ensure that the terms of the individual flexibility arrangement:
- (i) are about permitted matters under section 172 of the *Fair Work Act 2009*; and
 - (ii) are not unlawful terms under section 194 of the *Fair Work Act 2009*; and
 - (iii) result in the employee being better off overall than the employee would be if no arrangement was made.
- (c) The employer must ensure that the individual flexibility arrangement:
- (i) is in writing; and
 - (ii) includes the name of the employer and employee; and
 - (iii) is signed by the employer and employee and if the employee is under 18 years of age, signed by a parent or guardian of the employee; and
 - (iv) includes details of:
 - (1) the terms of the enterprise agreement that will be varied by the arrangement; and
 - (2) how the arrangement will vary the effect of the terms; and
 - (3) how the employee will be better off overall in relation to the terms and conditions of his or her employment as a result of the arrangement; and
 - (v) states the day on which the arrangement commences.
- (d) The employer must give the employee a copy of the individual flexibility arrangement within 14 days after it is agreed to.
- (e) The employer or employee may terminate the individual flexibility arrangement:
- (i) by giving no more than 28 days written notice to the other party to the arrangement; or
 - (ii) if the employer and employee agree in writing — at any time.
-

46. 12 HOUR SHIFT ROSTER ARRANGEMENTS

(a) Notwithstanding the remaining provisions of this Agreement an employee may agree to work under a 12 Hour Shift Roster Arrangements in accordance with this Clause.

(i) Participation in 12-Hour Shift Roster

- (1) By mutual agreement an employee's ordinary hours may be extended to a maximum of (12) ordinary hours per day, per shift.
- (2) Overtime would not apply for 12 hour shifts unless the employee works beyond the 12 hours.
- (3) Relevant penalties will apply to all hours worked on a Saturday, Sunday or Public Holidays.
- (4) Day shift will attract the afternoon shift penalties as prescribed in this Agreement.
- (5) Night shift penalties will be as per the Agreement.
- (6) Either party may discontinue these 12 hour shift arrangements with 14 days' notice in writing.
- (7) There will be one (1) thirty minute and two (2) fifteen minute breaks during the twelve hour shift.

47. LEAD APRON ALLOWANCE

Where an employee is required to wear a lead apron in the performance of radiographic duties such employee shall be paid an allowance of \$1.75 per hour or part thereof for such time spent wearing the lead apron. This allowance is subject to the approval of the CNM. This allowance will be adjusted in accordance with the percentage wage increases set out in this Agreement.

48. ENROLLED NURSE ADVANCED DIPLOMA ALLOWANCE

An Enrolled Nurse who holds an advanced diploma hospital shall be paid, in addition to their salary, an allowance of 4% of the hourly rate of pay. It must be demonstrated that the qualification must be relevant to the current area of practice and is being utilised. This allowance shall be taken into account in the calculation of overtime and annual leave payments.

49. CEREMONIAL LEAVE

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

50. MANDATORY TRAINING

All employees have a responsibility to maintain and upgrade their skills commensurate with the requirements of their position. Mandatory training will be provided and undertaken at the hospital in paid time.

51. SIGNATORIES

I am authorised to sign this Agreement on behalf of CALVARY HEALTH CARE TASMANIA



SIGNATURE

Armine YANAKOU National
PRINT NAME AND TITLE Director.

Address: Level 12, 135 King St Sydney NSW 2000

Date 22-12-2014

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

SIGNATURE

PRINT NAME AND TITLE

Address:

Date

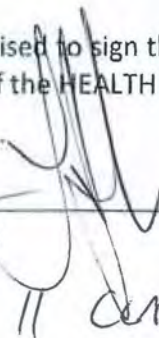
I am authorised to sign this Agreement as the nominated employee bargaining representative
on behalf of the HEALTH SERVICES UNION

SIGNATURE

PRINT NAME AND TITLE

Address:

Date



Tim Jacobson, State Secretary

11 Currie St New Town TAS 7008

24/12/14

APPENDIX A PRINCIPLES FOR WORKLOAD MANAGEMENT

The following principles are to be used in staffing each unit/area in order to ensure efficient and effective use of resources.

1. Purpose

The purpose of the principles are to ensure that workloads for employees are sustainable having regard to the skills, experience and classification of the employee.

2. CHCT has a duty to allocate and roster nurses in accordance with a process that is consistent with reasonable workload principles

2.1 Reasonable workload principles shall include the application of a Hours per Patient Day (HpPD) model.

2.2 Reasonable workload principles will include at each ward and unit level the Clinical Nurse Manager (CNM) consulting with nursing staff to determine the clinical needs of the patients for the purposes of staffing

2.3 The following key principles will be considered for rostering employees to facilitate the satisfactory staffing of projected workloads:

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

3. Rostering

a. The principle of self-rostering applies and this includes requests for specific shifts, days off and ADO's (if applicable).

b. Rostering practices shall ensure equity in the spread of shifts over the roster period taking into consideration occupancy and clinical requirements.

c. Employees will be expected to participate in the on-call roster on a voluntary basis.

d. Shift workers should be available to work days, evenings and night duty.

-
- e. To assist staff in meeting personal needs as well as satisfying organisational requirements shifts of variable lengths may be implemented by written mutual agreement.
- f. The allocation of nurses per shift or to shifts may be adjusted according to patient occupancy/dependency by Unit Clinical Nurse Manager or relevant Co-ordinator before ratification of the roster.
- g. Where practical, a Level 2 Nurse is to be rostered on each shift. Where this is not practical, a Level 1 Nurse with appropriate experience shall be rostered. The ratio of 25% of all nursing position at Level 2 will be maintained for the period of this Agreement, subject to availability.
- h. No more than one Level 2 Nurse shall be rostered on each weekend shift subject to unit needs and at the discretion of the Clinical Nurse Manager of the unit
- i. Where practical, no more than one Enrolled Nurse shall be rostered on each shift subject to the ward needs and at the discretion of the Clinical Nurse Manager of the ward.
- j. Where practical, no more than one Nurse in the Graduate Program shall be rostered on each shift subject to the ward needs and at the discretion of the Clinical Nurse Manager of the ward.
- k. Consistent with current practice final ratification and publication of the completed roster is the responsibility of the Clinical Nurse Manager.
- l. All roster changes after the roster is ratified, shall be in accordance with the following:
- All changes must be approved on the authorised form.
 - Skill mix is maintained as per the ratified roster.

Clinical Nurse Manager must authorise all changes; in exceptional circumstances the Level 3A Coordinator may authorise a change.

- m. Staff able to work extra shifts should notify the CNM/ Level 3A of their availability. The CNM/ Level 3A is to be notified if individual staff availability changes.
- n. It is the expectation of Calvary Health Care Tasmania that in accordance with requirements of NBT, all Registered Nurses will perform at beginning practice level and as such, staff may be redeployed to an area other than their normal unit and at all times this will be within their scope of practice.

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- o. These principles shall apply to all units throughout the Nursing Division.
 - p. Level 2 Registered Nurses in collaboration with the CNM will be provided with non-clinical time to undertake portfolio requirements.
 - q. Ultimate responsibility for staffing and resource allocation is vested with the Director of Clinical Services or their delegate and nothing in this agreement will limit their ability to make adjustments (in accordance with the Agreement provisions) to staffing that reflect case mix requirements and patient needs.
 - (i) Only those staff with current letters of appointment stating special conditions are exempt from "The Principles" outlined above.
 - (ii) Those staff with special conditions confirmed in a current letter of appointment shall have their special conditions reviewed each 12 months. This will provide the employer and employee the opportunity to review the reasons for such an agreement and to establish if the reasons are still valid.
 - (iii) In all cases management will attempt to reach agreement with staff who claim not to be able to meet the requirements of "The Principles".
 - (iv) Rostering practices established through self rostering shall not constitute custom or practice or exemption from "The Principles".
 - (v) If all avenues of negotiation with staff to meet "The Principles" do not satisfy the needs of the Hospital then management reserves the right to roster staff to meet such needs in accordance with Agreement provisions.
 - (vi) Those staff without a letter confirming special conditions shall work as rostered in accordance with "The Principles" and the Agreement provisions.

4. Dispute Resolution Procedure

A grievance in relation to workloads shall in the first instance be raised with the appropriate manager. If the matter remains unresolved then, the matter will be raised with the supervisor and if continues to be unresolved the matter will be raised with the Hospital Executive and the CEO. If the matter remains unresolved after 10 days the dispute resolution process detailed in this Agreement will be followed.

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

- Unreasonable or excessive patient care or nursing duties is required of a nurse other than occasionally and infrequently;
- To perform nursing duty to a professional standard, a nurse is effectively obliged to work unpaid overtime on a regularly recurring basis;

- A reasonable complaint to the appropriate manager about capacity to observe mandatory patient care standards has not been responded to or acted upon within a reasonable timeframe;
- A particular nurse or group of nurses is being consistently placed under an unreasonable or unfair burden or lack of adequate professional guidance because of the workload or the staffing skill mix of the team;
- The workload denies any reasonable access to professional development.

5. Training and Education

CHCT will provide training and education to assist staff in understanding the application of the rostering principles. The training will include;

- Workload management processes utilised by Clinical Nurse Managers
- Resource management across campuses responding to acuity and skill mix changes

6. Consultative Committee

CHCT will establish a Work Load Management Consultative Committee, within four (4) weeks of a successful ballot of this agreement, comprising equal employer and union representatives.

The terms of reference shall be agreed by the parties and shall include, but not be limited to :

- (a) the planned occupancy of the unit/ward; and
 - the targeted HPPD and FTE.
 - "CHCT Work Hours Tool" reports to be tabled at each Consultative Committee Meeting. Furthermore, direct and indirect nursing hours can be requested by the parties and in that case, will be provided for the consultative committee meeting members on a confidential basis.
 - at the completion of each month, the actual HPPD will be documented.
 - the impact of personal leave in respect to HPPD
 - the composition of HPPD and the comparisons of HPPD to similar services in Calvary and other private hospitals.
- (b) The introduction of a trial of Assistants in Nursing (AIN) under the following conditions,
 - (i) AIN's will not replace current qualified nursing positions;
 - (ii) AIN's report directly, and are accountable to, the registered nurses(s) on duty on the ward;
 - (iii) Undergraduate students of nursing shall be utilised to fill the role

(iv) AIN wage schedule to be agreed between the parties.

APPENDIX B WAGES SCHEDULE

Classification	Current	FPPOA 1.1.15	FPPOA 1.1.16
Enrolled Nurse Medication Endorsed			
1 st year of service (Cert IV Entry)	54,548	56184	58010
2 nd year of service (Diploma Entry)	56,098	57781	59659
3 rd year of service	58,200	59946	61894
Registered Nurse – Level 1			
1 st year of service	55,921	57599	59471
2 nd year of service	58,511	60266	62225
3 rd year of service	61,049	62880	64924
4 th year of service	63,666	65576	67707
5 th year of service	66,231	68218	70435
6 th year of service	68,796	70860	73163
7 th year of service and thereafter	71,387	73529	75918
Registered Nurse – Level 2			
1 st year of service	73,951	76170	78645
2 nd year of service	75,704	77975	80509
3 rd year of service	77,403	79725	82316
4 th year of service and thereafter	79,131	81505	84154
Clinical Nurse Specialist			
Year 1	83,562	86069	88866
Year 2	84,322	86852	89674
Registered Nurse – Level 3			
1 st year of service	84,364	86895	89719
2 nd year of service	86,370	88961	91852
3 rd year of service	88,324	90974	93930
4 th year of service	90,306	93015	96038
Clinical Nurse – Manager Level 3			
1 st year of service	93,776	96589	99728
2 nd year of service	95,938	98816	102028
3 rd year of service	98,180	101125	104412
4 th year of service	100,373	103384	106744
Registered Nurse – Level 3A	92,464	95238	98333
Registered Nurse – Level 4	101,100	104133	107517
Nurse Practitioner			
Year 1	101,923	104981	108393
Year 2	104,410	107542	111037
Year 3	106,895	110102	113680

Table 2: Allowances

Allowance	FPPOA 1.1.14	FPPOA 1.1.15	FPPOA 1.1.16
Cl.11 On Call (per hour)			
Monday to Friday	3.97	4.09	4.22
Saturday, Sunday and Public Holidays	5.08	5.23	5.40
Lead Apron allowance	1.75	1.80	1.86

Table 3: Charges

Meal/Snack	FPPOA 1.1.14	FPPOA 1.1.15	FPPOA 1.1.16
Hot or cold main	4.00	4.10	4.25
2 courses	5.10	5.25	5.40
Soup	3.70	3.80	3.90
Sweet	3.70	3.80	3.90
Bowl of vegetables	3.10	3.20	3.30
Sandwiches	3.60	3.70	3.80

APPENDIX C FACILITIES BOUND BY THIS AGREEMENT

St Luke's Campus

St Vincent's Campus

THEATRE

Employees will be classified as Monday – Friday shift workers (excluding Public Holidays) on the terms and conditions defined below.
Spread of hours will be 7am to 9pm but this may be extended to 10pm by mutual agreement
Late shift penalty of 12.5 % will apply
For employees on a paid meal break, the 40 minute meal break applicable to a 10 hour shift may be taken as 2x20 minute breaks.
Agreement to work variable shift lengths of 6, 8 and 10 hours which will be rostered consistent with operating session requirements
Where a 10 hour shift is worked it will be paid as 8 hours at ordinary time and 2 hours at double time
When an employee requests or agrees to take leave on a rostered 10 hour shift, it will be counted as 10 hours at ordinary time
A minimum shift length of 6 hours will apply but shifts less than 6 hours may be worked by mutual agreement.
Where a 6 hour shift is rostered to finish before 7pm and is, by mutual agreement, extended beyond 7pm to meet the needs of the department, the full shift will be paid with a late shift penalty.
Late shift start times will be variable providing that a rostered shift finishing later than 9pm is by mutual agreement.
Overtime will be paid at the rate of double time and will apply to all hours worked in excess of 8 hours on any one shift.
Banked hours are banked at the rate of time and one half for a rostered shift greater than 6 and less than 8 hours and double time for shifts greater than 8 hours.
Participation by an existing employee on a variable shift length roster will not require the employee to work additional days (than a roster based upon an ordinary shift length of 8 hours) in order to fulfil their contracted hours of employment, unless by mutual agreement.
Employees will be expected to regularly participate in the on call roster on a voluntary basis.
An employee is entitled to an extra one (1) week annual leave in recognition of increased flexibility in accordance with the above conditions.
Notice periods for change of shifts as per the enterprise agreement.
Theatre staff who work in accordance with the above arrangements and also work in accordance with Clause 9(c)(i), shall be entitled to accrue a total of 6 weeks annual leave per annum.

ENDOSCOPY

Designated day workers (i.e. not rostered to work on public holidays, weekends or night duty) with spread of hours 7am to 7pm and an unpaid meal break.
Overtime payments at time and one half apply for staff rostered to work prior to 7am.
Overtime paid at the rate of time and one half for the first 2 hours and double time thereafter for hours worked in excess of 8 hours.
For employees on a paid meal break, the 40 minute meal break applicable to a 10 hour shift may be taken as 2x20 minute breaks.
Agreement to work variable shift lengths of 4, 6, 8 and 10 hours which will be rostered consistent with operating session requirements. Shifts less than 4 hours will be by mutual agreement.
Call in payments shall be paid at a minimum rate of 4 hours at the applicable overtime rates for day workers i.e. <ul style="list-style-type: none">○ Monday to Sat inclusive, time and one half for the first two hours and double time thereafter○ Sunday, double time○ Public holidays double time and one half○ Time reasonably spent in getting to and from work shall be regarded as time worked.
Participation by mutual agreement in a variable shift length roster
Participation by an existing employee on a variable shift length roster will not require the employee to work additional days (than a roster based upon an ordinary shift length of 8 hours) in order to fulfil their contracted hours of employment, unless by mutual agreement.
Where a 10 hour shift is worked it will be paid as 8 hours at ordinary time and 2 hours at time and one half.
Where a staff member requests or agrees to take leave on a rostered 10 hour shift, it will be counted as 10 hours at ordinary time

FAIR WORK COMMISSION

MATTER NO: AG2015/1505

UNDERTAKINGS

- (1) Unpaid adoption leave is provided for at Clause 27(c)(ii)(4) of the Agreement and shall be replaced with the following:

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

- (2) Clause 9(f) of the Agreement shall be amended as follows:

- (i) Annual leave shall be given at a time fixed by the employer after a period not exceeding six months from the date when the right to annual leave accrued (ie: accrued annual leave for a total period of 18 months) and after not less than two weeks' notice to the employee.
- (ii) Paid annual leave may be taken for a period agreed between an employee and the Employer. The Employer must not unreasonably refuse to agree to a request by the employee to take paid annual leave. Notwithstanding the provisions of this subclause, the Employer may direct an employee to take a period of annual leave in accordance with subclause 9(f)(i).



Grant Musgrave
Chief Executive Officer