



## DECISION

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

**The Hobart Clinic**  
(AG2013/1956)

### **THE HOBART CLINIC NURSING STAFF ENTERPRISE AGREEMENT 2013**

Tasmania

COMMISSIONER LEE

MELBOURNE, 15 AUGUST 2013

*Application for approval of The Hobart Clinic Nursing Staff Enterprise Agreement 2013.*

[1] An application has been made for approval of a single-enterprise agreement known as *The Hobart Clinic Nursing Staff Enterprise Agreement 2013* (the Agreement). The application was made by The Hobart Clinic (the Applicant) pursuant to s.185 of the *Fair Work Act 2009* (the Act).

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

[3] The undertaking now forms part of the Agreement and a copy will be kept on the file. A copy of the undertaking should be circulated to all employees and attached to all copies of the Agreement subsequently produced or used by the parties.

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

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

[6] The Agreement is approved and, in accordance with s.54 of the Act, will operate from 22 August 2013. The nominal expiry date of the Agreement is 30 June 2016.



COMMISSIONER

Annexure A:



12 August 2013

Ms E Bulluss  
Associate to Commissioner Lee  
Fair Work Commission  
GPO Box 1994  
MELBOURNE VIC 3001

Dear Ms Bulluss,

**RE: AG2013/1956 – Application for the approval of The Hobart Clinic Nursing Staff Enterprise Agreement 2013**

The Hobart Clinic undertakes that under Clause 7 of the Agreement, the employer shall recognise the chosen representative of an employee for the purposes of that clause. This undertaking shall be of effect while the agreement is in force.

Yours sincerely,

A handwritten signature in black ink, appearing to read 'A. Quealy', is located below the closing. The signature is fluid and cursive.

Amanda Quealy  
Chief Executive Officer

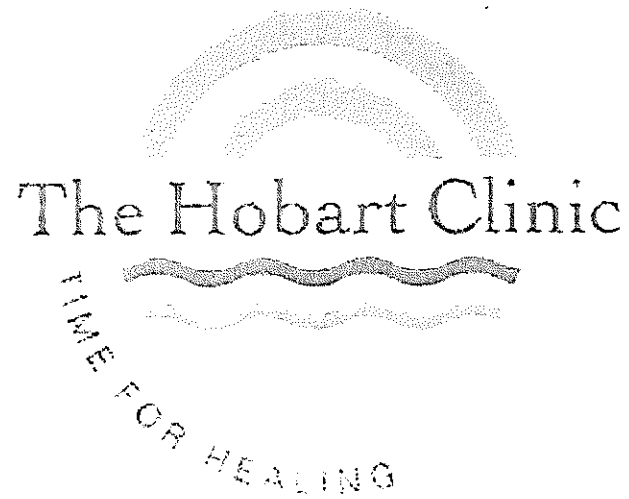
31 Chipmans Road Rokeby Tasmania 7019  
Telephone (03) 6247 9960 | Facsimile (03) 6247 6439  
info@thehobartclinic.com.au | www.thehobartclinic.com.au

The Hobart Clinic Association • ABN 47 009 543 828 • Trading as The Hobart Clinic. A hospital accredited by the Australian Council on Health Care Standards.

Printed by authority of the Commonwealth Government Printer

<Price code J, AE403171 PR540339>

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



THE HOBART CLINIC  
NURSING STAFF  
ENTERPRISE AGREEMENT 2013

## 1. ARRANGEMENT

This Agreement is arranged as follows:

1. Arrangement
2. Agreement Title
3. Parties to the Agreement
4. Scope of the Agreement
5. Date and period of operation
6. Posting of the Agreement
7. Consultation regarding Change
8. Dispute Settlement Procedure
9. Consultation Committee
10. Individual Flexibility
11. Salary Increases
12. Definitions
13. Level 2 - Registered Nurse ratio
14. Contract of employment
15. Employment categories
16. Classifications
17. Accelerated advancement
18. Mixed functions
19. Payment of wages
20. Allowances
21. Hours of work
22. Breaks
23. Overtime
24. Call arrangements
25. Shift workers
26. Annual leave
27. Personal/Carer's Leave
28. Parental leave
29. Public holidays
30. Community Services Leave
31. Jury Service
32. Ceremonial Leave
33. Travelling and excess fares
34. Clothing
35. Study Leave
36. Redundancy Provisions
37. Full Time Status
38. Post Graduate Allowance
39. Staff Patient Ratio Skill Mix
40. Salary Packaging
41. Long Service Leave
42. Day Light Saving
43. Preceptor Allowance
44. Termination of Employment
45. Superannuation
46. No Extra Claims
47. Not to be used as a Precedent
48. Union Delegate Rights
49. Savings Clause
50. Supersession and Severance Provisions
51. Compassionate/Bereavement Leave
52. Domestic/Family Violence

Signatories

Schedule A – Salary Rate Schedule

Schedule B– Allowance Rates

## **2. AGREEMENT TITLE**

This Agreement shall be known as *The Hobart Clinic Nursing Staff Enterprise Agreement 2013*.

## **3. PARTIES TO THE AGREEMENT**

The parties to this Agreement are:

The Hobart Clinic Association trading as The Hobart Clinic (ACN 009 543 828); and Nurses employed by The Hobart Clinic as classified in Schedule 1 of this Agreement; and the Australian Nursing Federation ('ANF'), and the Health and Community Services Union, Tasmania No.1 Branch ('HACSU').

## **4. SCOPE OF THE AGREEMENT**

This Agreement contains all the terms and conditions of employment for employees covered by the Agreement and shall apply to nurses employed by The Hobart Clinic as classified in Schedule 1 of this Agreement.

## **5. DATE AND PERIOD OF OPERATION**

This agreement will be operational on the seventh day after the date specified on the notice from the Fair Work Commission. The nominal expiry date of the Agreement will be 30 June 2016. The Agreement will continue beyond the nominal expiry date, until replaced, or terminated in accordance with the Fair Work Act 2009.

Notwithstanding the above, the employer undertakes to commence payment of the first wage increase and any accruing penalty rates, allowances and entitlements due under this Agreement from the first full pay period 1st July 2013.

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

## **6. POSTING OF THE AGREEMENT**

A copy of this Agreement shall be displayed in a conspicuous and convenient place at the workplace so as to be easily read by all employees.

## **7. CONSULTATION REGARDING CHANGE**

- (a) If the employer is seriously considering major workplace changes that are likely to have a significant effect on the employees covered by this agreement, the Employer must consult with the Union and any employees who will be affected by the decision.
- (b) As soon as practicable the employer must discuss with the union and relevant employees the introduction of the change; and the effect the change is likely to have on the employees. The employer must discuss measures to avert or mitigate the adverse effect of the change on the employees.
- (c) For the purposes of the discussion the employer will provide the union and relevant employees in writing:
  - (i) all relevant information about the change including the nature of the change proposed; and
  - (ii) Information about the expected effects of the change on the employees; and
  - (iii) any other matters likely to affect the employees.

- (d) The employer must give prompt and genuine consideration to matters raised about the major change by the relevant employees.
- (e) As soon as a final decision has been made, the employer must notify the Union and the employees affected, in writing, and explain the effects of the decision.
- (f) The Employer must act in good faith in relation to the consultation process provided in this clause.
- (g) While the process described in this clause is underway, the parties will respect the status quo.
- (h) In this clause:

'Good faith' includes obligations to meet, disclose relevant information, genuinely consider proposals and respond with reasons, and to refrain from capricious or unfair conduct that undermines consultation.

"A major change is likely to have a significant effect on employees" if it results in:

- (i) the termination of the employment of employees; or
- (ii) major change to the composition, operation or size of the employer's workforce or to the skills required of employees; or
- (iii) the elimination or diminution of job opportunities (including opportunities for promotion or tenure); or
- (iv) the alteration of hours of work; or
- (v) the need to retrain employees; or
- (vi) the need to relocate employees to another workplace; or
- (vii) the restructuring of jobs; or
- (viii) changes to the legal or operational structure of the employer or business.

## 8. DISPUTE RESOLUTION PROCEDURE

- (a) In the event of a dispute or grievance in relation to a matter arising under this Agreement, the NES or a workplace right, 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 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 Fair Work Commission (hereinafter '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 normally/status quo unless an employee has a reasonable concern about an imminent risk to his or her health or safety.
- (e) Any dispute referred to the FWC under this clause should be dealt with by a member agreed by the parties at the time or, in default of agreement, a member nominated by either the head of the relevant panel or the President.
- (f) The decision of the FWC will bind the parties, subject to either party exercising a right of appeal against the decision to a Full Bench.
- (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.

## 9. CONSULTATION COMMITTEE

The parties agree to establish a joint Consultative Committee for the purposes of providing a forum to;

- (a) provide effective consultation regarding change as per clause 7 of the Agreement;
- (b) resolve an outstanding dispute as per clause 9 of the Agreement (Dispute Resolution); and
- (c) refer Workplace Health and Safety matters

A draft terms of reference will be tabled prior to the registration of this Agreement.

All parties agree to hold the first meeting by no later than 2 months from the registration of the Agreement.

## 10. INDIVIDUAL FLEXIBILITY

- (a) The employer and employee covered by this Agreement may agree to make an individual flexibility arrangement to vary the effect of the terms of this Agreement subject to it being made in accordance with the *Fair Work Act 2009*. The relevant employee may appoint a representative for the purposes of the procedures in this term:
  - (i) the agreement deals with 1 or more of the following matters:
    - (A) arrangements about when work is performed;
    - (B) allowances;
    - (C) 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 (a); and
  - (iii) the arrangement is genuinely agreed to by the employer and employee.
- (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:
    - (A) the terms of the enterprise agreement that will be varied by the arrangement; and
    - (B) how the arrangement will vary the effect of the terms; and
    - (C) 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
    - (D) 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 90 days written notice to the other party to the arrangement;
  - or
  - (ii) if the employer and employee agree in writing — at any time.

## 11. SALARY INCREASES

The following increases to present nurse rates will apply:

- 3% from the first full pay period on or after 1 July 2013
- 3% from the first full pay period on or after 1 July 2014
- 3% from the first full pay period on or after 1 July 2015

## 12. DEFINITIONS

- (a) **Afternoon shift** means a shift finishing after 6.00 p.m. and at or before midnight.
- (b) **AHPRA** means the Australian Health Practitioner Regulation Agency
- (c) **Agreement** means The Hobart Clinic Nursing Staff Enterprise Agreement 2013.
- (d) **Casual employee** means a person who:
  - (i) relieves a full-time or part-time employee; or
  - (ii) is engaged temporarily for specific duties for a period not exceeding eight weeks; and
  - (iii) does not work on a regular and systematic basis
- (e) **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.
- (f) **Day shift** means a shift worked between the hours of 6.00 a.m. and 6.00 p.m. but does not include an employee working on Saturday or Sunday.
- (g) **Day worker** means an employee whose weekly ordinary hours of work are performed between the period 7.00 a.m. and 7.00 p.m. on the days Monday to Friday inclusive.
- (h) **Employer** means The Hobart Clinic (ACN 009 543 820)
- (i) **Executive staff** means Registered Nurse Level 5.
- (j) **Full-time employee** means a person engaged to work for the full ordinary hours prescribed in Clause 21 - Hours of work.
- (k) **Holiday** means Christmas Day, Boxing Day, New Year's Day, Australia Day, , Hobart Regatta Day (South of Oatlands), Eight Hours Day, Good Friday, Easter Monday, Anzac Day, Queen's Birthday, and Show Day in the relevant locality, the first Monday in November in those districts where Hobart Regatta Day is not observed or such other day as is generally observed in the locality as a substitute for any of the said days respectively.
- (l) **Management unit** means for the purpose of these definitions a grouping of units as agreed between the parties.
- (m) **NAPSA** means a National Agreement preserving a State Award and has the meaning in the Act

- (n) NES means National Employment Standards
- (o) **Night shift** means a shift that is not day work or a day or afternoon shift.
- (p) **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.
- (q) **Part-time shift worker** means a part-time employee who holds a position on a roster prescribed in Clause 25– Shift Workers.
- (r) **Relevant Agreement rate** means the rate specified for the appropriate year of service applicable to the employee in the appropriate classification, excluding all allowances, loadings etc.
- (s) **Relevant hourly rate** means the salary for an employee's classification as specified in Schedule A of this Agreement (the relevant rate) divided by 52 and then divided by 38.
- (t) **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.
- (u) **The Act** means the Fair Work Act 2009
- (v) **Shift worker** means an employee other than a day worker.
- (w) **Year of service** shall mean 1976 hours of actual service in an approved establishment, including public holidays, paid annual leave, and paid sick leave.

### 13. LEVEL 2 - REGISTERED NURSE RATIO

- (a) The minimum number of full-time equivalent (FTE) at Level 2 shall be:
  - (i) In the case of a hospital - 25% of the Registered Nurse FTE positions in each worksite.
  - (ii) For all others - 25% of the Registered Nurse FTE positions.
  - (iii) Provided that positions at Level 4 and above shall not be taken into account for the purpose of the calculation.

### 14. CONTRACT OF EMPLOYMENT

- (a) Except as hereinafter provided, employment shall be by the fortnight. Any employee not specifically engaged as a casual employee shall be deemed to be employed by the fortnight.
- (b) An employee (other than a casual employee) who is subject to this Agreement, is entitled to be paid in respect of any week, their normal weekly wage at a rate fixed by the Agreement, including overtime and other penalty rates, if any, if:
  - (i) due to the act, default or order of an employer, the employee does not work for the maximum number of ordinary working hours specified in the Agreement (in the case of a full-time employee and the maximum number of ordinary working hours which the employee is contracted to work (in the case of part-time employees); and
  - (ii) the employee is ready and willing to work during those ordinary working hours (specified in 14(b)(i) in that week.

## 15. EMPLOYMENT CATEGORIES

### (a) Casual employees

#### (i) Terms of engagement

Casual employees' terms of engagement shall be by the hour and they shall be provided with a minimum of two hours' work or, alternatively, paid for a minimum of two hours on each occasion they are required to attend for work.

However, where work practices are such that it is inappropriate to apply the conditions stipulated by this provision, such conditions may be varied by mutual agreement between the employees and the employer.

#### (ii) Payment for ordinary time

A casual employee for working ordinary time shall be paid per hour 1/38th of the weekly rates prescribed for the work which he/she performs. In addition thereto a casual employee shall receive 23% 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, sick leave and public holidays.

Provided that the casual loading shall be increased in accordance with the following schedule:

From the first full pay period to commence on or after

1 July 2013	24%
1 July 2014	25%

#### (iii) Penalty rates

A casual employee shall be paid at the rate of 1.9 times the relevant Agreement rate for work on a public holiday.

#### (iv) Minimum work provided

Unless a casual employee otherwise agrees, the employer shall provide 24 hours' notice of the cancellation of any shift. Any casual employee who does not receive such notice shall be paid their ordinary hourly rate for the period they would have worked had the shift not been cancelled.

#### (v) Casual Conversion

A casual employee who has been rostered on a regular basis over a period of 26 weeks will be entitled to request conversion to permanent employment. Provided that the pattern of work has not resulted from coverage of extended absences such as maternity leave, long service leave, workers compensation leave and extended personal leave.

### (b) Part-time employees

A part-time employee accrues paid leave entitlements on a pro rata basis based on the number of ordinary hours worked by the employee in each pay cycle. The actual rate paid for any period of leave is equivalent to the rate normally paid to the employee for a similar period of time worked.

The wage rates payable per hour shall be 1/38th of the relevant rate set out above.

(i) Penalty rates

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

(ii) Minimum work provided

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

However, where work practices are such that it is inappropriate to apply the conditions stipulated by this provision, such conditions may be varied by mutual agreement between the employees and the employer.

Unless a part-time employee otherwise agrees, the employer shall provide 24 hours' notice of the cancellation of any extra shift other than the employee's contracted hours. Any part-time employee who does not receive such notice shall be paid their ordinary hourly rate for the period they would have worked had the shift not been cancelled.

A nurse who has their shift cancelled with less than 24 hours' notice and who has incurred child care fees as a result of the short notice loss of shift shall, on presentation of receipts to the employer, be entitled to a full reimbursement of these child care costs.

(iii) Annual Leave

The employee shall be entitled to take 4 weeks of annual leave each year, as set out elsewhere in this Agreement, but shall be entitled to no further payment for any period of annual leave taken.

(iv) Personal Leave

The employee shall be entitled to take personal leave each year, as set out elsewhere in this Agreement, but shall be entitled to no further payment for any period of personal leave taken.

(v) Public Holidays

The employee shall be entitled to take public holidays off without pay, subject to the requirements of the employer, but shall be entitled to no further payment for any public holidays taken.

## 16. CLASSIFICATIONS

- (a) **Registered Nurse** means an employee registered as a Health Practitioner by the Australian Health Practitioner Regulation Agency (AHPRA) as a Registered Nurse (Division 1) under the provisions of the Health Practitioner Regulation National Law (Tasmania) Act 2010.
- (b) **Enrolled Nurse** means an employee registered as a Health Practitioner by the Australia Health Practitioner Regulation Agency as an Enrolled Nurse (Division 2) under the provisions of the Health Practitioner Regulation National Law (Tasmania) Act 2010.
- (c) **Enrolled Nurse Medication Endorsed** means an enrolled nurse who has a medication endorsement and who is required by the employer to utilise such medication endorsement. "Medication Endorsement" shall mean endorsement for the administering of medications as issued by the AHPRA.

(d) **Student/Trainee Nurse** means an employee undergoing training in an approved course in nursing under the provisions of the AHPRA and who works under the direct control and supervision of a Registered or Enrolled Nurse and whose employment is solely to assist an RN or EN.

**(e) Enrolled Nurse – Pay Point 1**

- (i) Pay point 1 refers to the pay point to which an Enrolled Nurse (EN) has been appointed.
- (ii) An employee will be appointed based on training and experience including:
  - (A) having satisfactorily completed a course of training in nursing of not more than 12 months duration leading to enrolment as an EN; or
  - (B) having satisfactorily completed a course of training of 12 months duration in a specified branch of nursing leading to enrolment on a register or roll maintained by AHPRA; and
  - (C) having practical experience of up to but not more than 12 months in the provision of nursing care and/or services, and, the undertaking of in service training, subject to its provision by the employing agency, from time to time.
- (iii) Skill indicators
  - (A) The employee has limited or no practical experience of current situations; and the employee exercises limited discretionary judgement, not yet developed by practical experience

**(f) Enrolled Nurse—Pay Point 2**

- (i) Pay point 2 refers to the pay point to which an EN has been appointed.
- (ii) An employee will be appointed to this pay point based on training and experience including:
  - (A) having satisfactorily completed a course of general training in nursing of more than 12 months duration and/or 500 or more hours theory content or a course accredited at advanced certificate level leading to enrolment as an EN; or
  - (B) not more than one further year of practical experience in the provision of nursing care and/or services in addition to the experience, skill and knowledge requirements specified for pay point 1; and
  - (C) the undertaking of in-service training, subject to its provision by the employing agency, from time to time.

**(iii) Skill indicators**

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

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

**(g) Enrolled Nurse—Pay Point 3**

- (i) Pay point 3 refers to the pay point to which an EN has been appointed.
- (ii) An employee will be appointed to this pay point based on training and experience including:

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

(iii) Skill Indicators:

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

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

(h) Enrolled Nurse—Pay Point 4

(i) Pay point 4 refers to the pay point to which an EN has been appointed.

(ii) An employee will be appointed to this pay point based on training and experience including:

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

(iii) Skill Indicators:

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

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

(i) Enrolled Nurse—Pay Point 5

(i) Pay point 5 refers to the pay point to which an EN has been appointed.

(ii) An employee will be appointed to this pay point based on training and experience including:

- (A) not more than one further year of practical experience in the provision of nursing care and/or services, in addition to the experience, skill and knowledge requirements specified for pay point 4; and
- (B) the undertaking of in-service training, subject to its provision by the employing agency, from time to time

(iii) Skill Indicators:

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

- (A) contributes information in assisting the RN with development of nursing strategies/ improvements within the employee's own practice setting and/or nursing team, as necessary;
  - (B) responds to situations in less stable and/or changed circumstances resulting in positive outcomes, with minimal direct supervision; and
  - (C) efficiency and sound judgment in identifying situations requiring assistance from an RN.
- (j) **Registered Nurse - Level 1** means a Registered Nurse who is not otherwise classified within a level of Registered Nurse positions.
- (k) **Registered Nurse - Level 2** means a Registered Nurse who is appointed as such, and:
- (i) has demonstrated competence in basic nursing practice and the ability to provide direct care in more complex nursing care situations; and
  - (ii) has the ability and skills to provide guidance to Registered Nurses - Level 1; and
  - (iii) is employed within a clinical unit;
- (l) **Registered Nurse - Community Health/Domiciliary** means a Registered Nurse employed in this setting and who is not otherwise classified.
- (m) **Clinical Nurse Specialist** means 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.
- (n) **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 Staff Development Nurse.
- (o) **Clinical Nurse Consultant** - Coordinates the delivery of care in a clinical unit and may provide direct care to selected patients/clients/resident with complex care requirements and is accountable for standards of nursing care in a clinical unit;
- (p) **Nurse Manager** - Is responsible and accountable for the management of resources within a management unit;
- (q) **Staff Development Nurse** - 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.
- (r) **Registered Nurse - Level 3A** means a Registered Nurse appointed as such who may be referred to as the Evening, Night or Weekend Supervisor and is accountable for the overall provision of patient/client/resident care and the management of resources.
- (s) **Registered Nurse - Level 4** means a Registered Nurse who is appointed as such and may be referred to as Assistant Director of Nursing - Clinical; Assistant Director of Nursing - Management; Assistant Director of Nursing - Staff Development.
- (i) **Assistant Director of Nursing - Clinical** is responsible for the formulation, co-ordination and direction of policies for clinical nursing practice and is accountable for the standards of nursing care in an assigned number of clinical units;

- (ii) **Assistant Director of Nursing - Management** is responsible and accountable for management resources in an assigned number of management units;
- (iii) **Assistant Director of Nursing - Staff Development** is responsible for the co-ordination, development and evaluation of post-basic education courses approved by AHPRA or Staff development programmes.
- (t) **Registered Nurse - Level 5** means a Registered Nurse who is appointed as the most senior nursing position and who is a member of the executive management team, responsible and accountable for the overall coordination of the Nursing Division.

(u) **Nurse Undertaking Post Graduate Training**

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

## 17. ACCELERATED ADVANCEMENT

(a) Entitlement

Subject to 17(b) a Registered Nurse - Level 1 shall be entitled to progress one increment on that person's first appointment following registration with AHPRA, or at any one time during the person's employment history as a Registered Nurse - Level 1, on attainment of the following:

- (i) a UG1 degree in nursing; or
  - (ii) registration in another branch of nursing or on another nursing register maintained by AHPRA where the employee is working in a particular practice setting which required the additional registration; or
  - (iii) successful completion of a post-registration course of at least 12 months duration, by an employee required to perform the duties of a position to which the course is directly relevant.
- (b) A Registered Nurse - Level 1 who has been advanced once in accordance with 17(a)(i) shall not be entitled to further advancement under this clause.

(c) Translation arrangements for accelerated advancement

- (i) From the first full pay period commencing on or after 1 January 1992 any Registered Nurse - Level 1 who meets the criteria of the above clause shall be entitled to immediate accelerated advancement in accordance with the above clause.
- (ii) Existing incremental dates shall not be affected by progression in accordance with the above clause.

## 18. MIXED FUNCTIONS

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



## **19. PAYMENT OF WAGES**

### **(a) Time and interval of payment**

- (i) Wages including overtime shall be paid during working hours, at intervals 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) Deduction of monies**

Upon authorisation by an employee, the employer shall deduct monies from the employee's salary for payment of regular deductions.

### **(e) Late payment of wages**

Payment during waiting time for late wages

- (i) Except in circumstances beyond the control of the employer and subject to 18(f) 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.
- (ii) 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.
- (iii) 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.
- (iv) For the purposes of this clause the ordinary rates shall be exclusive of premiums, pre-payments or penalties.

### **(f) Agreed alternative arrangements - no penalty to apply**

Subject to 19(g) the provisions of 19(i) shall have no effect in circumstances whereby payment cannot be effected on pay day but the employer and employee agree to an alternative arrangement for payment.

**(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 in 19(f) 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 19(i) until such time as payment is affected.

**(h) Allowances not taken into account**

- (i) 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.
- (ii) Notwithstanding the foregoing, the 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.

**(i) 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.
- (iii) Except in circumstances beyond the employer's control if the money is not posted within that time, or is not available at the nominated location, then any time spent waiting after the date of termination shall be paid for at ordinary rates up to a maximum of 7.6 hours per day for each day that they are deemed to be kept waiting and shall continue until such time as payment is affected.
- (iv) Provided further that no waiting time is payable where the employee nominates to pick up his/her moneys at a location and then does not report to pick up those moneys.

**20. ALLOWANCES**

**(a) Higher duties allowance**

- (i) A Registered Nurse Level 1 required to assume charge of a clinical or management unit (where a Level 3 nurse is normally employed) for more than half a shift shall be paid at the rate set out in Schedule B for each shift worked.
- (ii) Level 2 nurses shall not be eligible to receive the in-charge allowance as per clause 20(a)(i) unless required to be in charge of other Level 2 Registered Nurses on a particular shift.
- (iii) Provided that such payment shall not be made if an employee classified as Registered Nurse - Level 3 or above is rostered for duty at the same time in the same unit.

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

Where the duties of an employee require him/her to travel from his/her headquarters, and he/she, so required is more than 10 miles or 16 kilometres away at his/her normal meal

hour, that employees shall, subject to this clause be paid a meal allowance equal to the rates set by the Australian Tax Office (ATO) annually:

- (i) In case of a meal provided by the employee a meal allowance at the rate set out in Schedule B.

(c) Meal to be provided/allowance paid

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

(d) Chief Fire Warden

A Chief Fire Warden Allowance per shift shall be paid to a person nominated by the Employer at the rate set out in Schedule B.

(e) Licence allowance

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

## 21. HOURS OF WORK

(a) Ordinary hours of work - day workers

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

(b) Spread of hours

- (i) The ordinary hours as defined in 21(a) are to be worked in five days Monday to Friday inclusive in continuous periods of eight hours per day respectively, except for a meal break of not more than one hour's duration, between 7.00 a.m. and 7.00 p.m. on such days.
- (ii) Provided always that the spread of hours or daily hours prescribed may be altered as to all or a section of the employees by mutual agreement between the employer, the majority of employees involved in the area concerned.
- (iii) Provided further that work performed by day workers, other than by agreement as prescribed above prior to 7.00 a.m. and after 7.00 p.m. shall be paid for at overtime rates but shall be deemed, for the purposes of this clause, to be part of the employees ordinary hours of work where his/her ordinary hours of work within the period 7.00 a.m. to 7.00 p.m. in any week, have been less than 38.

(c) Thirty-eight hour week

- (i) Employers will endeavour to implement the 38 hour week in the form of one paid day off in every two consecutive fortnightly pay periods (i.e. the 19 day month).
- (ii) However, where an employer encounters operational difficulties in implementation of the 19 day month, discussion may take place with the Employee or his/her representative on an alternative method of introduction. In the event of disagreement, the matter shall be referred to the Fair Work Commission. The onus in those

proceedings is on the employer to prove the 19 day month creates operational difficulties.

- (iii) 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.

(d) 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.

(e) 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.

(f) 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.

(g) Public holidays

- (i) Where an accrued day off falls on a public holiday, a substituted accrued day off should be taken as soon as possible.
- (ii) Public holidays taken accrue towards an accrued day off.

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

Part-time employees engaged to work in a day work situation but outside the spread of hours specified in 21(a) and 21(b) shall receive penalty rates as follows:

- (i) Monday to Saturday - time and one half for the first two hours, double time thereafter;
- (ii) Sunday - double time;
- (iii) Public holidays - double time and a half.
- (iv) Provided always that this paragraph shall not apply to positions in existence as at 14 June 1984 where the employees involved had, prior to that date, been paid as shift workers and to such additional positions as may be agreed between the employer and the employee representatives.

## 22. BREAKS

(a) Meal times - day workers only

- (i) An employee is entitled to an unpaid meal break of between 30 and 60 minutes if the employee works in excess of 4 ordinary hours on any day.
- (ii) In addition an employee who works at least 5 ordinary hours on any day, is entitled to a 20 minute paid tea break to be taken as either one break of 20 minutes, or 2 breaks of 10 minutes.

**(b) Work during meal break**

- (i) Subject to existing customs and practices a day worker who is directed to work during his/her recognised meal break shall, for all work performed during such period and thereafter until a meal break is allowed, be paid at the rate of time and one half of his/her normal salary rate.
- (ii) The meal break prescribed in Clause 25(p) Shift Workers shall be available to employees who have worked in excess of four hours.
- (iii) Where an employee is interrupted during meal break by a call to duty, such meal break shall be counted as time worked and the employee shall be allowed a meal break as soon as practicable for the employee to have a meal break during the remainder of his or her ordinary working hours. He or she shall receive overtime pay for the interrupted meal break.
- (iv) Provided that unless agreed between the parties 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.

**(c) Meal break when required to work overtime**

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

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

- (i) The maximum amount that shall be charged or deducted where an employee receives a meal from his/her employer are set out in Schedule 3 for the following meals:

**Meal**

**Lunch or evening meal:**

- Two or three courses
- Single hot or cold main course
- Single (other course i.e. soup or sweet)

**All breakfasts**

- (ii) Provided always that:

A minimum of \$3.50 applies for each meal taken.

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

**23. OVERTIME**

**(a) Requirement to work reasonable overtime**

Subject to 23(b) an employer may require an employee to work reasonable overtime at overtime rates.

- (b) 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:
- (i) any risk to employee health and safety;
  - (ii) the employee's personal circumstances including any family responsibilities;
  - (iii) the needs of the workplace or enterprise;
  - (iv) the notice (if any) given by the employer of the overtime and by the employee of his or her intention to refuse it; and
  - (v) any other relevant matter.
- (c) No overtime shall be worked without the prior approval of the employer.
- (d) Payment for working overtime
- For all time worked in excess of the ordinary hours of work the following payments shall be made:
- (i) Monday to Saturday inclusive - time and a half for the first two hours and double time thereafter;
  - (ii) Sunday - double time;
  - (iii) Public holidays - double time and one half.
  - (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 23(d).
- (e) Provided that no employee shall receive in the aggregate more than the equivalent of double time and a half of his/her ordinary rate.
- (f) Registered Nurse Level 5
- (i) The Registered Nurse – Level 5 shall not be entitled to receive payment for overtime.
  - (ii) Provided always that where, in the opinion of the employer the circumstances so require, a Registered Nurse – Level 5 who works overtime on rostered nursing duties in excess of their ordinary duties as Registered Nurse – Level 5 shall be entitled to receive overtime payment at the maximum overtime rate applicable to an employee classified as a Registered Nurse for all time worked on such nursing duties.
- (g) Time off in lieu of overtime
- (i) Provided that where there is agreement between the employer and the employee, time off in lieu of overtime may be taken at the penalty rate equivalent.
  - (ii) Provided further that such agreement involves the employee indicating that he/she has had an opportunity to consult with an employee representative.
  - (iii) Provided always that such agreement may be discontinued by mutual consent of both parties or at the request of one such party.

## 24. CALL ARRANGEMENTS

### (a) 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 as follows:
- (ii) for the first recall a minimum payment of four hours pay at the appropriate overtime rate; and
- (iii) for each subsequent recall a minimum payment of three hours pay at the appropriate overtime rate.
- (iv) Provided always that time reasonably spent in getting to and from work shall be regarded as time worked.
- (v) 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.

### (b) 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:
- (iii) if not required to commence work be paid a minimum payment equivalent to six hours at his/her normal salary; or
- (iv) 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 24(a).

### (c) Remote call

- (i) An employee who is rostered to remain on remote call (this is on duty and allowed to leave the establishment's precincts) shall be paid an allowance in accordance with the following schedule:
  - (A) Monday to Friday - paid at the hourly rate set out in Schedule B, with a minimum payment as set out in Schedule B per day or shift when so rostered;
  - (B) Saturdays, Sundays and Public Holidays - paid at the hourly rate set out in Schedule B, with a minimum payment as set out in Schedule B per day or shift when so rostered.
- (ii) Where a rostered employee is recalled to work he/she shall be paid in accordance with 24(a) in addition to the allowance specified herein.
- (iii) The hours shall be paid as rostered and each day (midnight to midnight) shall stand alone.
- (iv) All Level 3 Registered Nurses shall receive an additional one (1) week annual leave per annum in recognition of the requirement for reasonable additional hours.

## 25. SHIFT WORKERS

### (a) Ordinary hours

- (i) The ordinary hours of shift workers shall not exceed:
  - (A) 8 in any one day;
  - (B) 48 in any one week;
  - (C) 88 in 14 consecutive days;
  - (D) 114 in 21 consecutive days; or
  - (E) 152 in 28 consecutive days.
- (ii) Subject to the following conditions shift workers shall work at such times as the employer may require:
- (iii) a shift shall consist of not more than eight hours;
  - (A) Provided that at the request of an employee, and subject to approval by the employer, a shift of not more than 10 ordinary hours may be worked.
  - (B) Provided further that if the shift is extended to more than 10 hours then Overtime payment will commence from 8 hours.
- (iv) unless agreed between the parties an employee shall not be required to start a shift unless there is a break of at least nine hours from her/his previous shift;
- (v) 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.
- (vi) Provided that agreement may be reached between the parties to allow for special circumstances.
- (vii) Provided further that by mutual agreement between a representative of the employer concerned and a majority of the employees concerned within a particular ward or area, the ordinary hours of work for the night shift employees may be extended to 10 per day to be paid for at the appropriate shift rate.

### (b) Part-time shift workers - hours

- (i) Part-time shift workers, as defined, shall be entitled to the provisions of this clause with the following exceptions:
  - (A) the maximum hours in any one fortnight shall be 80, provided that the maximum hours in 28 consecutive days shall not exceed 152 hours ;
  - (B) the maximum hours in any one day shall be eight (except where such hours are worked in accordance with the provisions of 25(b)(ii).
  - (C) Any time worked outside of these hours shall be paid at the rate of double time.

### (c) Afternoon and night shift allowances

Subject to existing customs and practices:

- (i) Shift workers shall be paid the following loading on their ordinary rate for such shifts:
  - (A) Afternoon shift – 15.0%;
  - (B) Night shift - 25.0%



(ii) A shift worker who works on any afternoon or night shift which does not continue for at least five consecutive afternoons or nights shall be paid for each shift 50% more than his/her ordinary rate for the remaining hours thereof.

(iii) An employee who:

(A) during a period of engagement on shift, works night shift only; or

(B) remains on night shift for a longer period than four consecutive weeks; or

(C) works on a night shift which does not rotate or alternate with another shift or with day work so as to give such employee at least one third of his/her working time off night shift in each shift cycle; shall during such engagement period or cycle be paid 30% more than his/her ordinary rate for all time worked during ordinary working hours on such night shift.

(iv) Provided always that in the case of hospitals, where by mutual agreement between the employer, the majority of employees concerned in the area the employee is rostered on permanent night shift or on a shift that would otherwise attract a loading of 30% in accordance with the above, the loading to be applied shall be 20% of the ordinary rate.

(d) 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 25(c). 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.

(e) Sunday and holiday shifts

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

(i) Sundays - at the rate of time and three quarters;

(ii) Holidays as prescribed in Clause 29(a) -- Public Holidays at the rate of double time.

(iii) Shift work employees may take payment for public holidays worked at the rate of double time or be paid at the ordinary rate and have a day added to the annual leave entitlement at ordinary time.

(iv) Where a public holiday falls on a rostered day off either a single day's pay will be paid or a day will be added to the annual leave entitlement at ordinary time.

(v) The above rates shall be in substitution for, and not cumulative upon the shift allowance set out in 25(d).

(vi) Provided always that:

(A) Where shifts commence between 11.00 p.m. and midnight on a Sunday or a holiday the time so worked before midnight shall not entitle an employee employed on such a shift to the Sunday or holiday rate provided that the time worked by an employee on a shift commencing before midnight on a day preceding a Sunday or holiday and extending into such Sunday or holiday the time worked before midnight shall be regarded as time worked on such Sunday or holiday.

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

(C) 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.

(f) Broken shifts

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

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

(g) 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.

(h) Rosters

There shall be a roster for shifts which shall incorporate the following:

(i) Rotation

The parties are agreed that it is desirable for all shift workers to rotate onto other shifts to facilitate participation in skills development, competency assessment and staff development.

During the life of this Agreement employees on a fixed night shift pattern will rotate to other shifts for one four week roster period per year. This roster period will include morning shifts and may include afternoon shifts.

A minimum of two months notice will be given and the determination of the pattern of work will be the subject of consultation at the workplace prior to any changes of rosters being implemented.

A structured program with evaluation shall be made available prior to commencing the shift rotation.

(ii) Number of shifts

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:

(A) 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 penalty rates set out in 25(q).

(B) Provided further that an employee's roster may be changed without notice in an emergency or where another employee is absent from work due to illness, by mutual agreement and payment of the penalty rates set out in 25(q).

- (C) So far as employees present themselves for work in accordance therewith, shifts shall be worked according to the roster
- (D) By mutual agreement between all staff affected and management the minimum period for notice of roster change may be varied.
- (E) By mutual agreement between the employer and employee(s) positions on rosters may be varied without incurring overtime payments or penalties other than normal shift penalties.

(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 rostered days off:

- (A) Provided always that staff engaged to provide relief on accrued days off pursuant to 25(o) while engaged in such capacity shall be regarded as shift workers for all purposes of the Agreement (except additional annual leave);
- (B) Rosters covering such relief employees shall not be required to rotate.

(vi) Meal break

Clearly show the time span of the employees unpaid meal break which shall be taken between the beginning of the fourth hour and the end of the sixth hour:

- (A) Provided that a day shift worker shall have his/her meal break not later than between the hours of 12.00 midday to 2.00 p.m.;
- (B) Provided agreement may be reached between the parties to allow for special circumstances.
- (C) The parties are agreed that a paid meal break shall apply on night shift.
- (D) Employees are not permitted to leave the hospital during paid meal breaks and the overtime provisions of the Agreement do not apply regarding work during meal breaks where paid meal breaks apply.

(i) Payment for overtime

- (i) For work performed by a shift worker outside the ordinary hours of his/her shift, double time shall be paid. But such payment shall not apply to those cases where arrangements have been made between the employees themselves, or in cases due to rotation of shifts.

Provided that a part-time employee shall only be paid overtime where the total hours worked exceed 8 hours per day or 38 hours per week.

- (ii) Provided always that in cases where the employer has been given less than four hours notice that an employee rostered to relieve an afternoon or night shift worker, will not attend to do so at the proper time, such unrelieved shift worker shall be paid, for the extra time worked, at the rate of time and one half until the four hours have elapsed from the time notice was given to the employer.

(iii) 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.

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

(j) Rest period after overtime

(i) An employee (other than a casual employee) who works so much overtime between the termination of his/her ordinary work on one day and the commencement of his/her ordinary work on the next day that he/she has not had at least eight consecutive hours off duty between those times, shall, subject to this section, be released after completion of such overtime until he/she has had eight consecutive hours off duty without loss of pay for ordinary working time occurring during such absence.

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

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

## 26. ANNUAL LEAVE

(a) Period of leave

(i) Day workers

(A) A full-time and part-time employee is entitled to accrue and take annual leave in accordance with the National Employment Standards, as varied from time to time.

(B) An employee shall be entitled to 4 weeks of annual leave for each year of service with the employer (less the period of annual leave).

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

(ii) Shift workers

(A) In addition to the leave prescribed in subclause (i) herein, shift workers, (as defined) who are regularly rostered over seven days of the week; and regularly works on weekends are entitled to an additional week's annual leave to be taken in a period of seven consecutive days leave including non-working days.

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

(iii) Executive staff - hospitals

(A) Executive staff (as defined) shall receive five weeks annual leave in cases where such staff are required in the normal course of their duties to attend meetings of

the controlling body or its subcommittees outside of their normal working hours. In all other cases annual leave entitlement shall be four weeks per annum.

(iv) Acting executive staff - hospitals

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

All level 3 Nursing Staff shall receive five (5) week's annual leave per annum in recognition of the requirements of the position and some out-of-hours work required.

- (B) The additional week's leave is in lieu of any overtime payments that may otherwise be payable under the Agreement provided that all overtime worked by Level 3 Nursing Staff as clinical duties shall be paid as per the Agreement.

- (C) Employee not taken to be on paid annual leave at certain times

(b) Public holidays

- (i) Subject to this clause if the period during which an employee takes paid annual leave includes a day or part-day that is a public holiday in the place where the employee is based for work purposes, the employee is taken not to be on paid annual leave on that public holiday.

(c) Other periods of leave

- (i) If the period during which an employee takes paid annual leave includes a period of any other leave (other than unpaid parental leave), or a period of absence from employment on community service leave (including jury service), the employee is taken not to be on paid annual leave for the period of that other leave or absence.
- (ii) Notwithstanding the foregoing provisions, a shift worker (including a part-time shift worker) shall have added to his/her period of annual leave one day for each statutory holiday mentioned in Clause 29 - Public Holidays, whether or not such holiday is observed on a day which, for that employee would have been a rostered day off.
- (iii) Notwithstanding any of the other foregoing provisions, a part-time shift worker whose place upon a roster does not rotate by agreement between the employer and the employees concerned shall only have his/her period of annual leave extended by the addition of one day for each statutory holiday mentioned in Clause 29 - Public Holidays, upon which he/she is rostered to work.

- (iv) This subclause shall not apply to a statutory holiday which is observed on a Saturday or on a Sunday.

(v) Broken leave

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

(d) 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.

(e) Payment in lieu prohibited

Payment shall not be made or accepted in lieu of annual leave.

(f) Payment for period of leave

(i) Each employee before going on leave shall be paid the amount of wages he/she would have received in respect of the ordinary time which he/she would have worked had he/she not been on leave during the relevant period.

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

(iii) Payment shall be made not later than 12 noon on the last day of work prior to going on leave.

(g) Proportionate leave on ending service

If an employee lawfully leaves his/her employment or his/her employment is terminated by the employer, the employee shall be paid at his/her ordinary rate of wages as follows:

(i) Day workers

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

(ii) Shift workers

15.83 hours for each completed month of continuous service and pro rata for the last incomplete month, in addition to such entitlements established under the provisions of 26(c).

(h) Part-time employees

(i) Shift workers - 9.6% of the normal hours worked in each completed month of continuous service and pro rata for the last incomplete month in addition to such entitlements established under the provisions of 26(c).

(ii) Day workers - 7.7% of the normal hours worked in each completed month of continuous service.

(iii) Service shall be deemed to be continuous if the employee was engaged as a part-time employee (as defined) during the relevant period.

(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 Schedule A, as follows:

(i) Day worker

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

(ii) Shift worker

An employee who but for the period of recreation leave would have worked shift work - an allowance calculated at the rate of 17.5% of his/her normal salary plus, where applicable, any higher duty allowance or all-purpose payment payable to the employee concerned provided that an employee who would have received shift payments as prescribed by Clause 26(a)(iv) to 26(f) - Shift Workers 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.

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 subject to 26(a)(ii).

(j) Calculation of continuous service

(i) For the purpose of this clause:

- (A) a period of service by an employee is a period during which the employee is employed by the employer, but not including any excepted period; and
- (B) an excepted period does not break an employee's continuous service with an employer, but is not to be counted towards the length of the employee's continuous service.

(ii) An excepted period is:

- (A) any period of unauthorised absence; or
- (B) any period of unpaid leave or unpaid authorised absence, other than:
  - (1) a period of community services leave; or
  - (2) a period of leave or absence of a kind prescribed by the Fair Work Act Regulations 2009.

(iii) Provided that any absence on account of personal sickness or accident in excess of 91 days in any 12 monthly period shall not count towards the calculation of continuous service.

(k) Leave allowed before due date

- (i) 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.
- (ii) Where leave had been granted to an employee pursuant to this subclause before the right thereto has accrued due and the employee subsequently leaves or is discharged

from the service of the employer before completing the 12 months continuous service in respect of which the leave was granted the employer may, for each complete month of the qualifying period of 12 months not served by the employee deduct from whatever remuneration is payable to the employee upon the termination of the employment, 1/12th of the amount of wages paid on account of annual leave, which amount shall not include any sums paid for any of the holidays prescribed by Clause 29 - Public Holidays.

(!) **Single Day Absences**

- (i) Notwithstanding the provision of this clause, an employee may elect, with the consent of the employer, to take annual leave in single day periods not exceeding five days in any calendar year at a time or times agreed between them.
- (ii) Access to annual leave, as prescribed in 26(1)(i) shall be exclusive of any shutdown period provided for elsewhere under this Agreement.
- (iii) 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 annual leave days are taken.

**27. PERSONAL/CARER'S LEAVE**

This clause shall be read in conjunction with the provisions of the NES except for the following:

(a) Amount of paid personal leave (includes sick leave and carer's leave entitlements)

- (i) Full time and part-time employees are entitled to four (4) weeks paid personal/carer's for each year of service with the employer.
- (ii) An employee's entitlement to 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.

(b) Sick leave

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

- (i) Not be entitled to paid leave of absence for any period in respect of which he/she is entitled to workers' compensation.
- (ii) As soon as possible and where able to, prior to commencement of such absence, inform the employer of his/her inability to attend for duty, and as far practicable, state the nature of the injury or illness and the estimated duration of the absence.
- (iii) Prove to the satisfaction of the employer that he/she was unable, on account of illness or injury, to attend for duty on that day or days which sick leave is claimed. Employees are entitled to up to 5 single days of Family & Sick Leave for each year of the life of this Agreement, without a medical certificate or statutory declaration. Statutory declarations signed by a Justice of the Peace are acceptable in support of Family & Sick Leave for absences outside those described in sub-clause (iii).



- (iv) If an employee is absent on sick leave on the day immediately preceding or immediately following the accrued day off he/she shall provide a medical certificate of such absence.
- (v) If the full period of sick leave, as prescribed in 27(d)(vi) is not taken in any year, such proportion as is not taken shall be cumulative from year to year without limitation.
- (vi) An employee who is certified as unfit for duty because of personal illness by a medical practitioner approved by the employer during a period of paid recreational leave, shall be given credit for the time so certified and the paid recreational leave shall be extended by the number of days that the employee has been so certified as unfit for duty.

(c) Carer's leave

An employee may take paid carer's leave if the leave is taken to provide care or support to a member of the employee's immediate family, or a member of the employee's household, who requires care or support because of,

- A personal illness, or personal injury affecting the member; or
- An unexpected emergency affecting the member

(i) Proof of illness

The employee shall, if required, establish by production of a medical certificate or statutory declaration, the illness of the person concerned.

(ii) The term immediate family includes:

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

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

(iv) Unpaid leave for family purpose

An employee, including a casual employee may elect, with the consent of the employer, to take unpaid leave for the purposes of this sub-clause

## 28. PARENTAL/ADOPTION LEAVE

This clause shall be read in conjunction with, and supplemented by, the provisions of the NES.

(a) Full-time employees and permanent part-time employees are eligible for paid parental leave in accordance with the following provisions:

(i) Employees are eligible for paid parental leave when they have completed at least 52 weeks of continuous service prior to the expected date of birth or prior to the date of taking custody of the child.

(b) An eligible employee will be entitled to fourteen (14) weeks paid maternity/ adoption leave.

- (c) An eligible male employee will be entitled to one (1) weeks paid paternity leave upon the birth of the child regardless of whether the infant's mother is on maternity leave.
- (d) The rate of pay for the period of paid absence outlined in (b) and (c) above will be calculated as for sick leave on full pay for that employee.
- (e) Periods of paid leave outlined in (b) and (c) above will count as service for all purposes.
- (f) Such leave may be paid:
  - (i) On a normal fortnightly basis;
  - (ii) In advance in a lump sum;
  - (iii) At the rate of half pay over a period of 23 weeks on a regular fortnightly basis.
  - (iv) 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.
- (g) 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.
- (h) Except in the case of employees who have completed ten years service the period of parental leave without pay does not count as service for long service leave purposes. Where the employee has completed ten 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.
- (i) 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.
- (j) 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.
- (k) 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.
- (l) Where an employee is entitled to paid maternity leave, but because of illness, is on sick, recreation, long service leave, or sick 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. Provided that the aggregate of paid and unpaid sick leave, recreation and long service leave paid and unpaid parental leave, including parental leave taken by a spouse, may not exceed 52 weeks.
- (m) In the event of a miscarriage any absence from work is to be covered by the current sick leave provisions.
- (n) 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.
- (o) Where an employee becomes pregnant whilst on maternity leave, a further period of

maternity leave may be granted. Should this second period of maternity leave commence during the currency of the existing period of maternity leave, then any residual maternity leave from the existing entitlement lapses.

## 29. PUBLIC HOLIDAYS

- (a) Employees shall be entitled to be absent the following holidays without deduction from their weekly wages:

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

Provided the employer is entitled to reasonably request shiftworkers or casual employees to work on public holidays. Shiftworkers or casual employees may refuse the request if the refusal is reasonable.

- (b) Show day means not more than one local show day observed on an employee's ordinary working day, other than a Saturday or a Sunday, in the city, town or district in which the employee is employed; or such other day which, in the absence of such a local show day, is agreed on by the employee and the employer.
- (c) Payment for the holidays mentioned in 29(a) which are taken and not worked, shall be at the normal rate of pay which would have applied to the employee concerned, when if it were not for such holiday, he/she had been at work.
- (d) Where an employee who is entitled to holidays in accordance with 29(a) is required to work on any day of the holidays mentioned in that subclause, either for part or the whole of such day he/she shall in the case of a shift worker be paid at the rate prescribed in 25(d) to 25(k) inclusive, and in the case of a day worker be paid at the overtime rate prescribed in Clause 23 - Overtime.
- (e) An employee required to work on any of the holidays mentioned in 29(a), where such holiday applies at his/her normal place of work but because his/her duties requires the employee to work at a place where the holiday does not apply, shall have the time in lieu of such holiday added to his/her annual leave entitlement.

## 30. COMMUNITY SERVICES LEAVE

- (a) An employee who is a member of a recognised volunteer emergency service organisation and who is required to be engaged in a voluntary emergency management activity, is entitled to be absent from work for a reasonable period provided that such absence is appropriate in all the circumstances and approved by the employer.

An employee engages in a voluntary emergency management activity if, and only if:

- (i) the employee engages in an activity that involves dealing with an emergency or natural disaster; and
- (ii) the employee engages in the activity on a voluntary basis (whether or not the employee directly or indirectly takes or agrees to take an honorarium, gratuity or similar payment wholly or partly for engaging in the activity); and
- (iii) the employee is a member of, or has a member like association with, a recognised

emergency management body; and  
(iv) either:

- (A) the employee was requested by or on behalf of the body to engage in the activity;  
or
- (B) no such request was made, but it would be reasonable to expect that, if the circumstances had permitted the making of such a request, it is likely that such a request would have been made.

- (b) The employee must provide reasonable notice of the employee's intention to participate in a community services emergency. Evidence supporting the employee's absence or continuing absence may be required by the employer at any time.
- (c) All leave of absence taken under this clause will be paid at an employee's ordinary rate of pay.

### 31. JURY SERVICE

- (a) An employee required to attend for jury duty shall be reimbursed by the employer an amount equal to the difference between the amount the employee is able to claim from the court in respect of their attendance for such jury duty and the amount of wage they would have received in respect of the ordinary time they would have worked had they not been on jury duty.
- (b) An employee shall notify the employer as soon as practicable of the date upon which they are required to attend for jury duty, and shall provide the employer with proof of attendance, the duration of such attendance and the amount received in respect thereof.
- (c) If an employee is called for jury service they shall perform their normal duties with the employer during such times as they are not required to attend Court.

### 32. CEREMONIAL LEAVE

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

### 33. TRAVELLING AND EXCESS FARES

#### (a) Travelling

- (i) An employee who is required to travel in the course of his/her duties shall be reimbursed economy-class fares and all reasonable out-of-pocket expenses.
- (ii) Any employee engaged within Tasmania for employment or who is required to proceed to employment at a distant centre where the period of engagement is not stated shall be paid by his/her employer all fares necessarily incurred in such travelling as determined by the Australian Taxation Office rates.
- (iii) Any employee engaged within Tasmania for employment or who is required to proceed to employment at a distant centre for a definite period shall, when he/she completes the term of his/her engagement be paid by his/her employer all fares necessarily incurred in such travelling as determined by the Australian Taxation Office rates.
- (iv) A Registered Nurse Level 5 required to travel on business in connection with the hospital shall be reimbursed all reasonable travelling expenses necessarily incurred.

(v) Where an employee is required to use his/her own motor vehicle in connection with the business of the hospital, he/she shall be reimbursed on a per kilometre travelled basis in accordance with the Australian Taxation Office rates.

(b) Excess fares

(i) Employees required to attend for work at a place other than their regular place of employment shall be reimbursed such additional fares as they may incur.

(ii) An employee required to work overtime at a time when public transport is not available shall be reimbursed by the employer the reasonable costs of travel from work to home.

(iii) This provision does not apply to employees who utilise their own vehicle.

### 34. CLOTHING

In the event that an employee's clothing is damaged or soiled in the normal course of work and such clothing requires dry cleaning or repair, reimbursement of reasonable costs shall be made to the employee.

### 35. STUDY LEAVE

(a) The employer is committed to on-going education of all staff and there will be equity of access to study leave and study programs within budget.

(b) Where the employer convenes compulsory training for staff a minimum of 2 hours at the ordinary rate will be paid to all staff who attend such training.

### 36. REDUNDANCY PROVISIONS

The parties agree that it is not desirable to lose the services of staff members through redundancy. It is the parties preferred option to seek redeployment and retraining opportunities within the organisation should the occasion rise.

(a) Commitment to Consult

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.

Where the employer believes that it may be necessary to make one or more positions within the enterprise redundant, the employer agrees to immediately notify the Employee or his/her representative and to commence a process of ongoing consultation.

(b) Redeployment and Retraining

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

(i) The employer will actively explore all internal redeployment opportunities for staff surplus to requirements.

(ii) A staff member seeking redeployment may be retrained for an available position on condition that the staff member can demonstrate that he or she possesses the necessary capacity for that position.

- (iii) Where retraining is required, the employer will provide and pay for any training which the employer deems necessary for the staff member to perform the duties of the position to which the staff member is being redeployed. The employee will be entitled to undertake this training during work time.
- (iv) All reasonable attempts will be made to ensure that a staff member's area of choice, hours of work, previous employment classification and previous roster patterns are met.

(c) 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.

(d) Voluntary Redundancy

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

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

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

(e) Redundancy Package

When redeployment or retraining opportunities are not available, the separation package to be paid to redundant staff is as follows:

- (i) Voluntary Redundancies
  - (A) Notice as per sub-clause (d) of this Clause, or payment in lieu thereof;
  - (B) 2 weeks' pay for each year of service and pro rata for the final uncompleted year of service, except where this amount is below the NES, in which case the NES will apply;
  - (C) Full payment of all accrued annual leave entitlement including leave loading;
- (ii) Involuntary Redundancy
  - (A) Notice as per sub-clause (d) of this Clause, or payment in lieu thereof;
  - (B) 2 weeks' pay for each year of service and pro rata for the final uncompleted year of service, except where this amount is below the NES, in which case the NES will apply;
  - (C) Full payment of accrued pro rata long service leave entitlements after five years of service;
  - (D) Full payment of accrued annual leave entitlements including leave loading.
- (iii) A week's pay shall mean:

- (A) The weekly base rate for the classification; and
- (B) Any penalties; and
- (C) Any all-purpose work related allowances

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

(f) Financial Counselling

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

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

- (g) 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.

Provided that this redundancy clause shall not apply in cases where alternative employment for an employee has been facilitated by the employer. Such alternative employment would include the transfer of entitlements.

**37. FULL TIME STATUS**

- (a) Those employees working 37 hours per week on a 4 on 2 off roster (56x8 hour shifts per 3 month cycle) shall be regarded as full time as an employment category only.
- (b) For all other purposes of the Agreement the employee shall be treated as a part time employee.
- (c) This clause shall not give employees any full time benefits or access to any full-time provisions of the Agreement.

**38. POST GRADUATE ALLOWANCE**

- (a) An RN who obtains a relevant post graduate qualification and who works in an area relevant to that post graduate qualification shall be paid an allowance while they continue to be employed in that relevant area. The allowance to be paid is:

Post Registration Bachelor of Nursing (ie the RN must have hospital certificate and then complete Bachelor of Nursing post registration)	4%
Graduate Certificate	4%
Post Graduate Diploma or Degree (other than an undergraduate nursing degree)	6.5%
Masters or Doctorate	7%

- (b) An EN who obtains an Advanced Diploma of Nursing and who works in an area relevant to that qualification shall be paid an allowance of 4% while they continue to be employed in that relevant area.
- (c) The Post Graduate Allowance will be paid from the first full pay period on or after 1 July 2004 for existing qualifications and from the date of receipt of formal acknowledgment of relevant qualifications obtained after the operative date of this Agreement.

- (d) Provided that only one allowance under this clause shall be payable to an employee at any one time.
- (e) The Post Graduate allowance shall be taken into account in the calculation of overtime and annual leave payments.

#### 39. STAFF PATIENT RATIO SKILL MIX

- (a) The parties recognise that a national committee (Strategic Planning Group for Private Psychiatric Services) has provided guidelines for staff patient ratios and skill mix.
- (b) The parties are agreed that any recommendations or outcomes from that committee's deliberations will be considered by the employer in consultation with the Employee or his/her representative.
- (c) If, in the opinion of the Registered Nurse Level 5, or the person delegated such responsibility, extra staff are required, extra staff may be called in.
- (d) Where possible, the registered nurse "in charge" shall have mental health nursing qualification.
- (e) Provided that if the nurse "in charge" does not have mental health nursing qualifications then advice for that nurse, if required, shall be available through telephone contact with the Director of Nursing or delegate, who hold such qualifications.

#### 40. SALARY PACKAGING

- (a) The parties to this Agreement agree that the employee's rate of pay may be packaged in accordance with the employer's Salary Packaging Program.
- (b) The employer agrees to permit all employees covered by this Agreement who elect in writing to do so, to convert a maximum of 50% of their annual ordinary time salary to packaged benefits, but may not exceed \$17,000 per annum in grossed up benefits or other amounts allowed for under the relevant legislation.
- (c) The Employer agrees that the terms and conditions of such a package must be subject to the following provisions, overtime and shift penalties must be calculated on the salary level which would have applied to the employee in the absence of the employee being able to participate in salary packaging under the terms of this Agreement.
- (d) Non salary packaged benefits must be paid for any period in respect of which the employee is paid wages or the equivalent, including but not limited to worker's annual or other leave with pay; including long service leave.
- (e) If during the life of a Salary Packaging Agreement between the employer and the employee, the employee becomes entitled to workers compensation payments, the employee will not receive less than the entitlements due if no salary packaging arrangements had been entered into with the employer.
- (f) In the event that the employee ceases to be employed by the employer this Agreement will cease to apply as at the date of termination and all entitlements due on termination will be paid at the wage rate provided for in the Agreement. Any outstanding benefit still due under this Agreement upon termination will be paid as non-cash salary benefit on or before the date of termination, provided that by mutual agreement the entitlement to non-salary fringe benefits may be extended for a specified period after the date of termination.
- (g) Superannuation payments required to be paid to HESTA under the Superannuation Guarantee (Administration) Act 1992 as amended from time to time must be calculated



- on the Agreement rate of pay as if no Salary Packaging Agreement was in place.
- (h) Annual leave loading entitlements must be calculated on the Agreement rate of pay as if no Salary Packaging Agreement was in place.
  - (i) Employees who have entered into a Salary Packaging Agreement will be given the opportunity to review such Agreements annually, and to amend or withdraw from such an Agreement;
  - (j) Any wage increases due through the Agreement shall be payable to employees covered by a Salary Packaging Agreement; such increase to be applied to the base rate of pay before salary packaging.
  - (k) No employee, as a result of entering into a Salary Packaging Agreement, shall receive less, in wages and benefit, than currently provided for in the relevant Agreement, or provided for by any over Agreement payment previously agreed between the employer and the employee and in place at the time of the Agreement taking effect.
  - (l) The employer further agrees that in the promotion and implementation of salary packaging to employees it will advise each employee in writing:
    - (i) that there is no compulsion for any employee to participate in Salary Packaging;
    - (ii) that all Agreement conditions, other than salary packaging as provided for in this Agreement, will continue to apply;
    - (iii) of the classification level and the current base salary payable as applicable under the Agreement;
    - (iv) that the structure of any agreed package complies with taxation and other relevant laws;
    - (v) that they should consult with a financial adviser prior to signing any Salary Packaging Agreement. To facilitate this, the employee must be provided with a copy of any proposed Agreement prior to being required to sign such an Agreement;
    - (vi) of the right of the employee to inspect details of the payments and transactions made under the terms of this Agreement and for this purpose, where such details are maintained electronically, the employee must be provided with a printout of the relevant information;
    - (vii) that where at the end of the agreed period the full amount allocated to a specific benefit has not been expended the unused amount will not be carried forward to the next period;
    - (viii) that where changes are proposed to all salary packaging arrangements, or salary packaging arrangements are to be cancelled for reasons other than legislative requirements then both the employee and the employer must give two months' notice, except in circumstances in which an employee ceases to be employed by the employer.
  - (m) That in the event that the employer ceases to attract concessional Fringe Benefit Tax treatment, all salary packaging arrangements will be terminated and individual employee's wages will revert to those specified in the Agreement.
  - (n) Prior to signing a Salary Packaging Agreement, employees shall be entitled to consult with their Representatives.
  - (o) Salary packaging for all employees shall only be entered into as provided for by this

#### Agreement.

- (p) The employer shall provide salary sacrifice for superannuation only as a means by which remuneration is payable under this Agreement.
- (q) Salary sacrifice is an arrangement for the payment of wages or salary and any other component of remuneration payable under this Agreement whereby the total remuneration is broken into a cash and a non-cash component.
- (r) The total remuneration shall not be less than the cumulative entitlements provided for in this Agreement. Employer payments in the form of superannuation contributions will be the only form of salary sacrifice available. Other forms of salary sacrifice will not be introduced without prior consultation with the Employee or employee representative. The amount an employee can salary sacrifice for superannuation will be limited to the aged based limit under Section 82AAC(2) of the Income Tax Assessment Act 1936.
- (s) Salary sacrifice is to be entered into on a voluntary basis. Employees should be aware that employer contributed Occupational Superannuation entitlements may be adversely affected by salary sacrifice arrangements.
- (t) It is the intention of the employer, as far as possible, to maintain a worthwhile salary sacrificing program for eligible staff. Where legislative (eg Fringe Benefits Tax Act 1986 and/or Income Tax Assessment Act) or other changes have the effect of reducing or withdrawing the personal benefits identified/resulting from this Agreement, the employer will not be liable to make up the salary benefits lost by a staff member as an employer. Financial counselling and advice in relation to this clause shall be the responsibility of the employee.

#### 41. LONG SERVICE LEAVE

Long Service Leave will accrue in accordance with the Long Service Leave Act 1976 as amended from time to time. The accrual rate will be 8.667 weeks long service leave after 10 years of continuous service with the employer and be paid up to the equivalent of two months as prescribed in the Act.

#### 42. DAY LIGHT SAVING

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

- (a) Employees shall be paid for actual time worked irrespective of the length of the shift.
- (b) Employees paid in accordance with sub-clause (a) are not entitled to claim for the 1 hour lost and all time worked shall be paid at applicable penalty rates.

#### 43. PRECEPTOR ALLOWANCE

A Registered Nurse Level 1 or Enrolled Nurse who is allocated the role of preceptor will receive a payment of per hour as set out in Schedule B whilst acting in this role subject to the following:

- (a) The Preceptor Program must be approved by the Registered Nurse - Level 5

#### 44. TERMINATION OF EMPLOYMENT

- (a) Notice of termination by the Employer

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

Period of continuous service	Period of notice
1 year or less	1 week
Over 1 year and up to the completion of 3 years	2 weeks
Over 3 years and up to the completion of 5 years	3 Weeks
Over 5 years of completed service	4 Weeks

Notice of termination must be in writing.

- (ii) In addition to this notice, where the Employee is over 45 years of age at the time of the giving of the notice with not less than two years continuous service, they will be entitled to an additional week's notice.
- (iii) Payment in lieu of the notice will be made if the appropriate notice period is not required to be worked. Employment may be terminated by the Employee working part of the required period of notice and by the Employer making payment for the remainder of the period of notice.
- (iv) In calculating any payment in lieu of notice, the wages the Employee would have received in respect of the ordinary time they would have worked during the period of notice had their employment not been terminated will be used.
- (v) The period of notice in this Clause shall not apply in the case of dismissal for misconduct, or in the case of casual employees, probationary employees or employees engaged for a specific period of time or for a specific task or tasks.
- (vi) Notwithstanding the foregoing provisions, where the Employee has been engaged as a trainee for a specific period of time, shall once the traineeship is completed and provided that the trainees' services are retained, have all service including the training period counted in determining entitlements. In the event that a trainee is terminated at the end of the traineeship and is re-engaged by the Employer within six months of such termination the period of traineeship shall be counted as service in determining any future termination.
- (a) Notice of termination by the Employee
- (i) The notice of termination required to be given by the Employee is the same as that required of the Employer, save and except that there is no requirement on the Employee to give additional notice based on the age of the Employee concerned.
- (ii) If the Employee fails to give notice the employer has the right to withhold monies due to the employee to a maximum amount equal to the ordinary time rate of pay for the period of notice provided that the employer may not withhold monies or make deductions unless the employee has provided authorisation.
- (c) Instant dismissal
- (i) The Employer shall have the right to dismiss the Employee without notice for conduct that justifies instant dismissal including but not limited to neglect of duty or misconduct and in such cases the wages shall be paid up to the time of dismissal only.

#### **45. SUPERANNUATION**

- (a) The subject of superannuation is dealt with extensively by legislation including the Superannuation Guarantee (Administration) Act 1992, the Superannuation Guarantee Charge Act 1992, the Superannuation Industry (Supervision) Act 1993 and the Superannuation (Resolution of Complaints) Act 1993. This legislation, as varied from time to time, governs the superannuation rights and obligations of the parties.
- (b) "The Fund" for the purpose of this Agreement shall mean:
  - (i) HESTA established and governed by a trust deed as may be amended from time to time, and includes any superannuation scheme which may be made in succession thereto; or
  - (ii) The employee's nominated superannuation fund.
- (c) In addition to the Organisation's statutory contributions to the Fund an employee may make additional contribution from their salary and on receiving written authorisation from the employee the Organisation must commence making contributions to the Fund in accordance with the Superannuation Guarantee Charge Act 1992.
- (d) Superannuation fund payments will be made in accordance with trust fund deeds and shall be made at a minimum on a monthly basis.
- (e) In the event that no fund is nominated by a new employee, superannuation contributions will be paid into HESTA on behalf of that employee.

#### **46. NO EXTRA CLAIMS**

The parties agree that they will not pursue any extra claims relating to salaries or changes to conditions of employment as dealt with in this agreement or as per the negotiating agenda of each party during the negotiation process leading up to the agreement.

#### **47. NOT TO BE USED AS A PRECEDENT**

The provisions of this agreement shall not be used in any way as a precedent.

#### **48. UNION DELEGATE RIGHTS**

- (a) Union delegates or elected workplace representatives, with approval of the Union and upon application in writing, will be granted up to five days leave with pay each calendar year, non-cumulative, to:
  - (i) represent members in bargaining;
  - (ii) represent the interests of members to the employer and industrial tribunals;
  - (iii) consult with union members and other employees for whom the delegate is a bargaining representative;
  - (iv) participate in the operation of the Union;
  - (v) attend union education;
  - (vi) address new employees about the benefits of union membership at the time that they enter employment;
  - (vii) attend courses conducted by an approved training provider, that are designed to provide skills and competencies that will assist the delegate or workplace representative contribute to the prompt resolution of disputes and or grievances in the workplace;

(viii) attend union annual Delegates Conference

(b) Without limiting the above, leave will be available as follows:

Number of employees covered by the agreement	Number of delegates or workplace representatives eligible for 5 days paid leave in any 12 month period
Between 1 and 15	1
More than 15 but not more than 30	2
More than 30 but not more than 50	3
More than 50 but not more than 100	4
More than 100	5

- (c) The application to the employer must be in writing, include the nature, content and duration of the course to be attended, and normally be provided with 14 days notice of the proposed training.
- (d) The granting of leave pursuant to this clause will be subject to the employer being able to make adequate staffing arrangements amongst current employees during the period of such leave. The employer will not use this sub-clause to avoid an obligation under this clause.
- (e) Leave of absence granted pursuant to this clause, will count as service for all purposes of this Agreement.
- (f) Each employee on leave approved in accordance with this clause, will be paid all ordinary time earnings. For the purpose of this sub-clause "ordinary time earnings" for an employee means the classification rate, over-award payment, superannuation and shift loading, which otherwise would have been payable.
- (g) All expenses (such as travel, accommodation and meals) associated with or incurred by the employee attending a training course as provided in this clause will be the responsibility of the employee or the Union.
- (h) An employee may be required to satisfy the employer of attendance at the course to qualify for payment of leave.
- (i) An employee granted leave pursuant to this clause will, upon request, inform the employer of the nature of the course attended and their observations on it.
- (j) In the event of a disagreement arising from the outcome of this clause, the matter may be settled using the dispute settlement procedures of the agreement.
- (k) The employer is to permit a notice board to be erected in the workplace(s) for the use of employees.

#### 49. SAVINGS CLAUSE

Unless otherwise varied by this Agreement, any conditions of employment and entitlements which existed for employees covered by this Agreement as at 30 June 2009 will continue to apply provided that where the Modern Award, including any transitional provisions, provides a greater benefit, the greater benefit will apply.

#### 50. 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.

- (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.

#### 51. COMPASSIONATE/BEREAVEMENT LEAVE

- (a) All eligible full-time and part-time employees are entitled to compassionate and bereavement leave.
- (b) "Compassionate leave" is provided to enable the employee 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, which poses a serious threat to his or her life.
- (c) "Bereavement leave" is provided for the purpose of the employee attending the funeral of the member of the employee's immediate family or household and to deal with personal business associated with the death of a member of the employee's immediate family or household.
- (d) The entitlement to Compassionate and Bereavement leave is as follows:
  - (i) Employees (other than casual employees) are entitled to up to three days paid leave on the death of a mother, father, partner or child, brother, sister, mother-in-law, father-in-law, stepmother, stepfather, grandfather, grandmother and grandchild, or a member of the employee's household which can be taken at the employee's request without production of a medical certificate.
  - (ii) For the purpose of this clause the words "partner" may include a partner from whom the employee is separated (where a significant relationship can be established) and shall include a person who lives with the employee as a de facto partner.
  - (iii) The three days of paid leave may be taken in the following manner:
    - (A) Three days as compassionate leave prior to the death of member of the employee's immediate family or household;
    - (B) Three days as bereavement leave following the death of member of the employee's immediate family or household; or
    - (C) A combination of compassionate and bereavement leave up to a total of three days.
  - (iv) The employer may approve paid compassionate and/or bereavement leave for other persons not mentioned above who have contracted or developed a personal illness, or sustained a personal injury, which poses a serious threat to his or her life, or dies, where it can be established that a significant relationship exists.
- (e) The employer shall have the discretion to grant paid leave in addition to that described in sub-clause (d) above.
- (f) Casual employee will be entitled to take the same leave periods as detailed in sub-clause

- (d) above as unpaid leave.
- (g) This sub-clause will not apply where the period of entitlement to leave coincides with any other period of entitlement to leave, including on a rostered day off.
- (h) An employee may take unpaid compassionate and/or bereavement leave by agreement with the employer.
- (i) Proof of the death or serious illness, in the form of a medical certificate, death notice or other written evidence, must be provided by the employee to the employer if requested to do so.

**52. DOMESTIC/FAMILY VIOLENCE**

The Hobart Clinic recognises that employees sometimes face situations of violence or abuse in their personal life that may affect their attendance or performance at work. Therefore The Hobart Clinic is committed to providing support to staff that experience family violence. Subject to agreement between the employer and the employee, special leave may be granted.

An employee experiencing violence or abuse will be offered a referral to the Employee Assistance Program and/or other local resources.

**SIGNATORIES**

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

Ms. Amanda Quealy  
Chief Executive Officer  
The Hobart Clinic

*[Handwritten Signature]*

11/7/13  
.....  
Date

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

*[Handwritten Signature]*  
.....  
Arlson Carrett

Witness address

.....  
11-31 Christophers Road  
ROCKBY 7019

~~Ms Neroff Ellis~~ *[Handwritten Signature]*  
Branch Secretary *[Handwritten Signature]*  
Australian Nursing Federation  
(Tasmanian Branch)

12/7/13  
.....  
Date

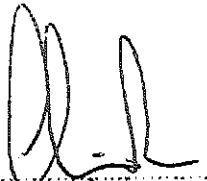
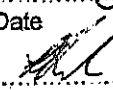
Witnessed by (signature)  
Witness name in full (printed)

*[Handwritten Signature]*  
.....  
Arlson Carrett

Witness address

.....  
47 PITCAIRN STREET  
GLADSTONE  
TAS 7010.

Mr Chris Brown  
Secretary  
Health & Community Services Union

  
Date 12/7/13.  
Witnessed by (signature)   
Witness name in full (printed) Lynne Rush

FOR THE EMPLOYER

This Agreement is signed by Ms. Amanda Quealy in her capacity as Chief Executive Officer of The Hobart Clinic Pty Ltd.

Ms. Amanda Quealy's work address is:

31 Chipmans Road  
ROKEBY, TAS 7019

As the Chief Executive Officer of The Hobart Clinic Pty Ltd., Ms. Amanda Quealy has the authority to sign the Agreement on behalf of the employer.

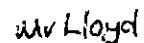
FOR THE UNIONS

For the Unions

This agreement is signed by  Mr J Lloyd in his capacity as the Vice President of the Australian Nursing Federation (Tasmanian Branch).

~~Ms Ellis's~~ work address is:

182 Macquarie Street  
HOBART TAS 7000

As the  Vice President of the Australian Nursing Federation (Tasmanian Branch), ~~Ms Ellis~~ has the authority to sign the Agreement on behalf of employees who are members of the Australian Nursing Federation (Tasmanian Branch) and are employed pursuant to this Agreement

This agreement is signed by Mr C Brown in his capacity as the Secretary of the Health and Community Services Union.

Mr Brown's work address is:

11 Clare Street  
NEW TOWN TAS 7008

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



Schedule A - Annual Salaries Schedule

Schedule B - Allowance Rates

**SCHEDULE A**

**Annual Salaries Schedule**

Classification		3% ffpp on/after 1/07/2013	3% Ffpp on/after 1/07/2014	3% ffpp on/after 1/07/2015
<b>STUDENT/TRAINEE NURSE</b>				
<b>NURSING ASSISTANT</b>				
1 <sup>st</sup> year of service	\$37,816	\$38,950	\$40,119	\$41,323
2 <sup>nd</sup> year of service	\$38,469	\$39,623	\$40,812	\$42,036
3 <sup>rd</sup> year of service	\$39,135	\$40,309	\$41,518	\$42,764
Experienced (Relevant Cert III)	\$40,450	\$41,664	\$42,913	\$44,201
<b>ENROLLED NURSES</b>				
1st Year of Service	\$47,401	\$48,823	\$50,288	\$51,796
2nd Year of Service	\$48,402	\$49,854	\$51,350	\$52,890
3rd Year of Service	\$49,461	\$50,945	\$52,473	\$54,047
4th Year of Service	\$50,413	\$51,925	\$53,483	\$55,088

5th Year of Service	\$51,420	\$52,963	\$54,551	\$56,188
<b>EN Medication Endorsed</b>				
1st Year of Service	\$51,926	\$53,484	\$55,038	\$56,741
2nd Year of Service	\$52,963	\$54,552	\$56,188	\$57,874
<b>REGISTERED NURSES</b>				
<b>RN Level 1</b>				
1st Year of Service	\$51,916	\$53,473	\$55,078	\$56,730
2nd Year of Service	\$54,429	\$56,062	\$57,744	\$59,476
3rd Year of Service	\$56,940	\$58,648	\$60,408	\$62,220
4th Year of Service	\$59,452	\$61,236	\$63,073	\$64,965
5th Year of Service	\$61,961	\$63,820	\$65,734	\$67,706
6th Year of Service	\$64,475	\$66,409	\$68,402	\$70,454
7th Year of Service	\$66,985	\$68,995	\$71,064	\$73,196
8th Year of Service	\$69,496	\$71,581	\$73,728	\$75,940
<b>RN Level 2</b>				
1st Year of Service	\$72,007	\$74,167	\$76,392	\$78,684
2nd Year of Service	\$73,683	\$75,893	\$78,170	\$80,515
3rd Year of Service	\$75,354	\$77,615	\$79,943	\$82,341
4th Year of Service	\$77,029	\$79,340	\$81,720	\$84,172
<b>CNS</b>				
1st Year of Service	\$78,421	\$80,774	\$83,197	\$85,693
2nd Year of Service	\$80,387	\$82,799	\$85,283	\$87,641
<b>RN Level 3</b>				
1st Year of Service	\$82,133	\$84,597	\$87,135	\$89,749
2nd Year of Service	\$84,064	\$86,586	\$89,183	\$91,859
3rd Year of Service	\$85,991	\$88,571	\$91,228	\$93,965
4th Year of Service	\$87,920	\$90,558	\$93,274	\$96,073
<b>RN Level 4</b>				
1st Year of Service	\$93,974	\$96,793	\$99,697	\$102,688
2nd Year of Service	\$96,160	\$99,045	\$102,016	\$105,077
3rd Year of Service	\$98,345	\$101,295	\$104,334	\$107,464
<b>RN Level 5</b>				
Grade 1	\$101,035	\$104,066	\$107,188	\$110,404

**SCHEDULE B**

**Allowance Rates**

		ffpp on/after 1 July 2013	ffpp on/after 1 July 2014	ffpp on/after 1 July 2015
<b>Allowance</b>		3.00%	3.00%	3.00%
	\$	\$	\$	\$
<b>Clause 19. a) Higher duties allowance</b>				
per shift	27.32	28.14	28.98	29.85
<b>Clause 19. b) (ii) Meal Allowance for a meal provided by Employee</b>				
	2.80	2.88	2.97	3.06
<b>Clause 19. c) Meal to be provided/allowance paid</b>				
	11.80	12.15	12.52	12.89
<b>Clause 19 d) Chief Fire Warden Allowance</b>				
per shift	18.03	18.57	19.13	19.70
<b>Clause 21. d) Charges for a meal provided by Employer</b>				
two or three course	4.81	4.95	5.10	5.26

single hot or cold main course	3.82	3.93	4.05	4.17
other course (ie soup, sweet)	3.50	3.61	3.71	3.82
breakfast	3.50	3.61	3.71	3.82
Minimum for each meal taken	3.50	3.61	3.71	3.82
<b>Clause 23. c) Remote Call</b>				
Mon - Fri per hour	3.82	3.93	4.05	4.17
Minimum payment per day or per shift	30.60	31.52	32.46	33.44
<b>Sat, Sun, Public Holiday per hour</b>				
Sat, Sun, Public Holiday per hour	4.92	5.07	5.22	5.38
Minimum payment per day or per shift	39.34	40.52	41.74	42.99
<b>Clause 45. Preceptor Allowance</b>				
per hour	4.37	4.50	4.64	4.78

12 August 2013

Ms E Bulluss  
Associate to Commissioner Lee  
Fair Work Commission  
GPO Box 1994  
MELBOURNE VIC 3001

Dear Ms Bulluss,

**RE: AG2013/1956 – Application for the approval of The Hobart Clinic Nursing Staff Enterprise Agreement 2013**

The Hobart Clinic undertakes that under Clause 7 of the Agreement, the employer shall recognise the chosen representative of an employee for the purposes of that clause. This undertaking shall be of effect while the agreement is in force.

Yours sincerely,



Amanda Quealy  
Chief Executive Officer