



# DECISION

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

**Healthscope Operations Pty Ltd T/A Healthscope**  
(AG2016/4234)

## **HEALTHSCOPE - TASMANIA - NURSES - ENTERPRISE AGREEMENT 2016-2020**

Tasmania

COMMISSIONER LEE

MELBOURNE, 12 OCTOBER 2016

*Application for approval of the Healthscope - Tasmania - Nurses - Enterprise Agreement 2016-2020.*

[1] An application has been made for approval of an enterprise agreement known as the *Healthscope - Tasmania - Nurses - Enterprise Agreement 2016-2020* (the Agreement). The application was made pursuant to s.185 of the *Fair Work Act 2009* (the Act). It has been made by Healthscope Operations Pty Ltd T/A Healthscope. The Agreement is a single enterprise agreement.

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

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

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

**[5]** The Agreement is approved and, in accordance with s.54 of the Act, will operate from 19 October 2016. The nominal expiry date of the Agreement is 30 June 2020.



COMMISSIONER

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Annexure A

5 October 2016

██████████  
Member Support Research Team  
Fair Work Commission  
11 Exhibition Street  
MELBOURNE VIC 3000

By email: [member.assist@fwc.gov.au](mailto:member.assist@fwc.gov.au)

Dear ██████████

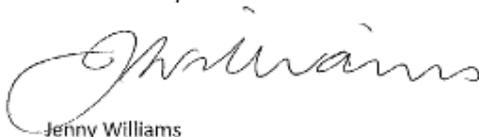
**AG2016/4234 – Application to approve the *Healthscope – Tasmania – Nurses – Enterprise Agreement 2016-2020* – Undertaking pursuant to s. 212 of the *Fair Work Act 2009*.**

I write following recent correspondence regarding the approval of the abovementioned enterprise agreement.

In support of the approval of the abovementioned enterprise agreement, Healthscope Operations Pty Ltd wishes to make the following undertakings:

- **Clause 25 – Parental Leave** – Notwithstanding Clause 25 of the Agreement, Healthscope acknowledges that an employee is entitled to Parental Leave in accordance with the National Employment Standards generally, and Section 76 of the Act in particular.
- **Clause 41.6 – Redundancy** – With reference to the table in Clause 41.6 of the enterprise agreement, for an employee with more than one year of service but less than two years of service, who is aged less than 45 years, the entitlement to notice will be 2 weeks' pay and the entitlement to severance will be 4 weeks' pay (i.e., a total of 6 weeks' pay).
- **Clause 41.5.1 – Notice Period in Redundancies** – The existing wording of Clause 41.5.1 will be replaced with the wording "*The employer undertakes to provide the maximum possible notice of the need to make a position(s) redundant.*" Notwithstanding the terms of Clause 41.5.1, the notice period that would apply in any redundancy situation will be no less than the notice period specified in the National Employment Standards of the Act.

Yours sincerely



Jenny Williams  
General Manager – Human Resources  
Healthscope Operations Pty Ltd



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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.

## **Healthscope – Tasmania – Nurses – Enterprise Agreement 2016-2020**

### **1. ARRANGEMENT**

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## 2. AGREEMENT TITLE

This Agreement shall be known as the *Healthscope – Tasmania – Nurses – Enterprise Agreement 2016-2020*.

## 3. PARTIES TO THE AGREEMENT

The parties covered by this Agreement are:

- Healthscope Operations Pty Ltd (ACN 006 405 152) ('Healthscope'); and
- Nurses employed by Healthscope as classified in Clause 14 Classification – of this Agreement in hospitals in the State of Tasmania.
- Health Services Union, Tasmania Branch, and
- the Australian Nursing & Midwifery Federation ('ANMF').

## 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 Healthscope Operations Pty Ltd at Hobart Private Hospital and St Helen's Private Hospital, as classified in Clause 14 – Classification Descriptors of this Agreement.

## 5. DATE AND PERIOD OF OPERATION

- 5.1. This Agreement shall operate from seven days after the date the Agreement is approved by Fair Work Australia and shall remain in force until 30 June 2020 in accordance with the *Fair Work Act 2009* ("the Act").
- 5.2. Subject to the requirements of the Act an application to vary the terms of the Agreement can be made under Subdivision A, Division 7 of Part 2-4 of the Act.

## 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

- 7.1. If the employer decides to introduce 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.

- 7.2. 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.
- 7.3. For the purposes of the discussion the employer will provide the union and relevant employees in writing:
- all relevant information about the change including the nature of the change proposed; and
  - information about the expected effects of the change on the employees; and
  - any other matters likely to affect the employees.
- 7.4. The employer must give prompt and genuine consideration to matters raised about the major change by the relevant employees.
- 7.5. 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.
- 7.6. The Employer must act in good faith in relation to the consultation process provided in this clause.
- 7.7. While the process described in this clause is underway, the parties will respect the status quo.
- 7.8. In this clause:
- 7.8.1. “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.
- 7.8.2. “A major change is likely to have a significant effect on employees” if it results in:
- the termination of the employment of employees as a consequence of structural change; or
  - major change to the composition, operation or size of the employer’s workforce or to the skills required of employees; or
  - the elimination or diminution of job opportunities (including opportunities for promotion or tenure); or
  - the alteration of hours of work; or
  - the need to retrain employees; or
  - the need to relocate employees to another workplace; or
  - the restructuring of jobs; or
  - changes to the legal or operational structure of the employer or business
- 7.9. Where the employer is proposing changes in rostering, consultation will occur in accordance with the terms of Schedule 2.3 (Model Consultation Term) of the *Fair Work Regulations*.

## 8. DISPUTE RESOLUTION PROCEDURE

- 8.1. If a dispute arises about this agreement, the National Employment Standards or any other work-related matter (including a dispute about whether workplace rights have been breached), the parties to the dispute will attempt to resolve the dispute 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.
- 8.2. If the matter cannot be resolved, a party may refer the dispute to Fair Work Commission for resolution using any of its powers (including powers under section 595(3) and 739(4) of the Act).
- 8.3. Union members are entitled to be represented by their union. Non-members are entitled to be represented by the Union (if it agrees) or by any other person they choose. The employer will recognise the representative for all purposes involved with the resolution of the dispute.
- 8.4. The parties to the dispute and their representatives must act in good faith in relation to the dispute.
- 8.5. While the dispute is being resolved, the parties will respect the status quo. However, the employer may direct an employee to perform different work or work at a different location, on full pay, if it is reasonable to do so to protect the safety, health or welfare of employees.
- 8.6. The parties to the dispute agree to be bound by a decision made by Fair Work Commission in accordance with this term.

## 9. WAGES

- 9.1. Wage rates will be as specified in Appendix A of Schedule 1 to this Agreement.
- 9.2. The following wage increases will apply on top of the rates of pay applicable from the first full pay period to commence on or after 1 January 2016:
  - 1.75% from the first full pay period to commence on or after 1 July 2016;
  - 1.75% from the first full pay period to commence on or after 1 January 2017;
  - 1.75% from the first full pay period to commence on or after 1 July 2017;
  - 1.75% from the first full pay period to commence on or after 1 January 2018;
  - 1.85% from the first full pay period to commence on or after 1 July 2018;
  - 1.85% from the first full pay period to commence on or after 1 January 2019.
  - 1.90% from the first full pay period to commence on or after 1 July 2019; and
  - 1.90% from the first full pay period to commence on or after 1 January 2020.

## 10. DEFINITIONS

- 10.1. "Act" means the *Fair Work Act 2009* as amended or substituted from time to time.
- 10.2. "Afternoon shift" means a shift terminating between 7.00 p.m. and midnight.
- 10.3. "AHPRA" means the Australian Health Practitioner Regulation Agency
- 10.4. "Casual employee" means an employee engaged as such on an hourly basis.

- 10.5. "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.
- 10.6. "Day shift" means a shift worked between the hours of 6.00 a.m. and 7.00 p.m. but does not include an employee working on Saturday or Sunday.
- 10.7. "Day worker" means an employee whose weekly ordinary hours of work are performed between the period 6.00 a.m. and 7.00 p.m. on the days Monday to Friday inclusive.
- 10.8. "De facto partner" means:
- a person who, although not legally married to the employee, lives with the employee in a relationship as a couple on a genuine domestic basis (whether the employee and the person are of the same sex or different sexes); and
  - includes a former de facto partner of the employee.
- 10.9. "Director of Hospital" means a person appointed by the employer to that position.
- 10.10. "Employer" means Healthscope Operations Pty Ltd (ACN 006 405 152) and any successor, assignee or transmittee of the business.
- 10.11. "Executive staff" means Director of Nursing.
- 10.12. "Fixed roster employee" means a full-time or part-time employee whose rostered hours of work does not include regular variations to the starting times, finishing times or days of work.
- 10.13. "Full-time employee" means a person engaged to work for the full ordinary hours prescribed in clause 17 – Hours of Work.
- 10.14. "Holiday" means Christmas Day, Boxing Day, New Year's Day, Australia Day, Cup Day (half 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 and any other day declared as a public holiday under the Tasmanian Statutory Holidays Act.
- 10.15. "Immediate family" means:
- a spouse, de facto partner, child, (including an adopted child, a step child or an ex nuptial 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.
- 10.16. "Management unit" means for the purpose of these definitions a grouping of units as agreed between the parties.
- 10.17. "Night shift" means a shift that is not day work or a day or afternoon shift.
- 10.18. "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.

- 10.19. "Part-time shift worker" means a part-time employee who holds a position on a roster prescribed in 22.3.
- 10.20. "Relevant Agreement rate" means the rate specified for the appropriate year of service applicable to the employee in the appropriate classification in Schedule 1 - Wages and Allowances Schedule excluding all allowances, pre-payments etc.
- 10.21. "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.
- 10.22. "Shift worker" means an employee other than a day worker.
- 10.23. "Spouse" includes a former spouse.
- 10.24. "Variable roster employee" means a full-time or part-time employee whose rostered hours of work includes variations from time to time to the starting times, finishing times or days of work.
- 10.25. "Year of service" shall mean 1976 hours of actual service in an approved establishment, including public holidays, paid annual leave, and paid personal/carers' leave.

## **11. LEVEL 2 - REGISTERED NURSE/SHIFT CO-ORDINATOR RATIO**

See Schedule 2, which forms a term of this Agreement.

## **12. CONTRACT OF EMPLOYMENT**

- 12.1. 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.
- 12.2. 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:
  - 12.2.1. 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
  - 12.2.2. the employee is ready and willing to work during those ordinary working hours (specified in 12.2.1) in that week.

### 13. CASUAL AND PART TIME EMPLOYMENT

#### 13.1. Casual employees – Terms of engagement

13.1.1. Casual employee's term of engagement shall be by the hour and they shall be provided with a minimum of three hours' work or, alternatively, paid for a minimum of three hours on each occasion they are required to attend for work.

13.1.2. 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.

#### 13.2. Minimum work provided part time employees

13.2.1. 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.

13.2.2. 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.

#### 13.3. Payment for ordinary time

13.3.1. A casual or part time employee working ordinary time shall be paid per hour the relevant Agreement rates prescribed for the work which he/she performs.

13.3.2. In addition to the above, a casual employee, shall receive a loading of 24% from the first full pay period to commence on or after 1 July 2013 and 25% from the first full pay period to commence on or after 1 July 2014.

#### 13.4. Part-time employees

Part-time employees are entitled to annual leave and personal leave as prescribed in Clause 23 – Annual Leave, and Clause 24 – Personal Leave, and the public holidays prescribed in Clause 26 – Public Holidays, provided that payment therefore shall be made at the rate normally paid to such employee for a similar period of time worked.

#### 13.5. Penalty rates

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

#### 13.6. Cancellation of Casual Shift

13.6.1. The employer shall provide the following notice of the cancellation of a shift:

13.6.1.1. For AM shifts if less than 10 hours' notice is given, unless otherwise agreed, a payment of 3 hours single time will be made.

13.6.1.2. For PM shifts if less than 4 hours' notice is given, unless otherwise agreed, a payment of 3 hours single time will be made.

- 13.6.1.3. For Night shifts if less than 6 hours' notice is given, unless otherwise agreed, a payment of 3 hours single time will be made.
- 13.6.1.4. Any employee who shall receive payment of any childcare cancellation fees, where applicable, the employee shall provide proof of payment of childcare cancellation fees where they are claiming reimbursement.

## 14. CLASSIFICATION DESCRIPTORS

- 14.1. Registered Nurse means an employee registered as a Health Practitioner by the Australian Health Practitioner Regulation Agency (AHPRA) as a Registered Nurse under the provisions of the *Health Practitioner Regulation National Law (Tasmania) Act 2010*.
- 14.2. Enrolled Nurse means an employee registered as a Health Practitioner by the Australian Health Practitioner Regulation Agency (AHPRA) as an Enrolled Nurse under the provisions of the *Health Practitioner Regulation National Law (Tasmania) Act 2010*.
- 14.3. Registered Nurse – Level 1 means a Registered Nurse who is not otherwise classified within a level of Registered Nurse positions.
- 14.4. Registered Nurse – Level 2 means a Registered Nurse who is appointed as such, and:
  - 14.4.1. has demonstrated competence in basic nursing practice and the ability to provide direct care in more complex nursing care situations; and
  - 14.4.2. has the ability and skills to provide guidance in a clinical leadership role providing direction, support, supervision and teaching for Registered Nurses (RN) and Enrolled Nurses (EN) and student Registered Nurses (RM) and student Enrolled Nurses (EN); and
  - 14.4.3. is employed within a clinical unit;
- 14.5. Registered Nurse - Community Health Domiciliary means a Registered Nurse employed in this setting and who is not otherwise classified.
- 14.6. 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 or Floor Co-ordinator (Operation Theatre) or Infection Control.
  - 14.6.1. Clinical Nurse Consultant/Infection Control
 

Coordinates the delivery of care in a clinical unit and may provide direct care to selected patients/clients in resident with complex care requirements and is accountable for standards of nursing care in a clinical unit;
  - 14.6.2. Nurse Manager/Floor Co-ordinator
 

Is responsible and accountable for the management of resources within a management unit;

14.6.3. Staff Development Nurse/Skills Facilitator

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.

14.7. Registered Nurse – Level 3A/Nurse Manager 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.

14.8. Registered Nurse – Level 3B/Nurse Manager means a registered nurse in charge of a ward or unit in a hospital shall include:

14.8.1. whose responsibilities include:

14.8.1.1. Co-ordination of Patient Services

- Liaison with all health care disciplines for the provision of services to meet patient needs.
- The orchestration of services to meet patient needs after discharge.
- Monitoring catering and transport services.

14.8.1.2. Unit Management

- Implementation of hospital policy.
- Dissemination of information to all personnel.
- Ensuring environmental safety.
- Monitoring the use and maintenance of equipment.
- Monitoring the supply and use of stock and supplies.
- Monitoring cleaning services.

14.8.1.3. Nursing Staff Management

- Direction, co-ordination and supervision of nursing activities.
- Training, appraisal and counselling of nursing staff.
- Rostering and/or allocation of nursing staff.
- Development and/or implementation of new nursing practice according to patient need.

14.9. 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.

14.9.1. Assistant Director of Nursing· Clinical is responsible for the formulation, coordination and direction of policies for clinical nursing practice and is accountable for the standards of nursing care in an assigned number of clinical units;

14.9.2. Assistant Director of Nursing – Management is responsible and accountable for management resources in an assigned number of management units;

14.9.3. Assistant Director of Nursing· Staff Development is responsible for the coordination, development and evaluation of post-basic education courses approved by the AHPRA or Staff development programmes.

- 14.10. Registered Nurse - Level 5 means a Registered Nurse who is appointed as Director of Nursing and who is a member of the executive management team, responsible and accountable for the overall coordination of the Nursing Division.
- 14.11. Student/Trainee Enrolled Nurse means an employee undergoing training in an approved course in enrolled nursing under the provisions of the AHPRA.
- 14.12. **Classification**
- 14.12.1. Student/Trainee Enrolled Nurse
- 1st year of training
  - 2nd year of training
- 14.12.2. Enrolled Nurse
- 1st year of service
  - 2nd year of service
  - 3rd year of service
  - 4th year of service
  - 5th year of service
- 14.12.3. Enrolled Nurse Medication Endorsed
- 1st year of service
  - 2nd year of service
- 14.12.4. Registered Nurse – Level 1
- 1st year of service
  - 2nd year of service
  - 3rd year of service
  - 4th year of service
  - 5th year of service
  - 6th year of service
  - 7th year of service
  - 8th year of service and thereafter
- 14.12.5. Registered Nurse – Level 2
- 1st year of service
  - 2nd year of service
  - 3rd year of service
  - 4th year of service and thereafter
- 14.12.6. Registered Nurse - Community Health/Domiciliary
- 1st year of service
  - 2nd year of service
  - 3rd year of service
  - 4th year of service
  - 5th year of service
  - 6th year of service

- 14.12.7. Registered Nurse – Level 3
  - 1st year of service
  - 2nd year of service
  - 3rd year of service
  - 4th year of service
- 14.12.8. Registered Nurse – Level 3A
- 14.12.9. Registered Nurse – Level 3B
- 14.12.10. Registered Nurse – Level 4 – Grade 1
  - St Helen’s Private Hospital
  - Hobart Private Hospital
- 14.12.11. Registered Nurse – Level 5 (DON)
  - Grade 3
    - St Helen’s Private Hospital
  - Grade 4
    - Hobart Private Hospital

**15. ACCELERATED ADVANCEMENT**

A registered nurse who holds a university qualification which results in their initial registration with the AHPRA shall commence as a Registered Nurse Level 1 Y2.

**16. PAYMENT OF WAGES**

- 16.1. Time and interval of payment
  - 16.1.1. Wages including overtime shall be paid during working hours, at intervals not more than two weeks and not later than Thursday.
  - 16.1.2. When a public holiday falls on a normal pay day wages shall be paid on the last working day prior to the public holiday.
  - 16.1.3. 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.
- 16.2. Method of payment
  - 16.2.1. 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.
  - 16.2.2. The present method of payment shall not be varied, except after consultation with the employee(s) concerned and an agreed phasing-in period.

16.3. 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.

16.4. Late payment of wages

16.4.1. Payment during waiting time for late wages

16.4.1.1. Except in circumstances beyond the control of the employer and subject to 16.5 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.

16.4.1.2. 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.

16.4.1.3. 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.

16.4.1.4. For the purposes of this clause the ordinary rates shall be exclusive of premiums, pre-payments or penalties.

16.5. Agreed alternative arrangements - no penalty to apply

Subject to 16.5 the provisions of 16.4 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.

16.6. 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 16.5 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 16.4 until such time as payment is effected.

16.7. Allowances not taken into account

16.7.1. 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.

16.7.2. Notwithstanding the foregoing, the casual loading 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.

16.8. Payment on termination

- 16.8.1. 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.
- 16.8.2. 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.
- 16.8.3. 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 effected.
- 16.8.4. 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.

**17. HOURS OF WORK**

17.1. Ordinary hours of work – day workers

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

17.2. Spread of hours

- 17.2.1. The ordinary hours as defined in 17.1 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 6.00 a.m. and 7.00 p.m. on such days.
- 17.2.2. 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 and the majority of employees involved in the area concerned.
- 17.2.3. Provided further that work performed by day workers, other than by agreement as prescribed above prior to 6.00 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 6.00 a.m. to 7.00 p.m. in any week, have been less than 38.
- 17.2.4. Shifts between 4 & 10 hours duration would normally be rostered and worked by mutual agreement.
- 17.2.5. If the employee accepts a 10 hour shift not more than two 10 hour shifts shall be worked in any one week without the written consent of the employee.
- 17.2.6. Weekly hours of work for employees may be averaged over a four week period by mutual agreement.

### 17.3. 12 hour shifts

#### 17.3.1. Agreement to work 12 hour shifts

- 17.3.1.1. In lieu of 17.2 an employee and the Employer may agree to work shifts of up to 12 hours duration on the following basis.
- 17.3.1.2. Where an employee and the Employer agree to work shifts of up to 12 hours duration, then no overtime would apply for the duration of the shift.
- 17.3.1.3. Working shifts of up to 12 hours duration is optional. No employee can be required to work ordinary shifts in excess of the provisions of 17.2.
- 17.3.1.4. If an employee no longer wishes to work shifts of up to 12 hours duration, then the employee must give the employer not less than 28 days' notice in writing. Where notice is given by the employee, then the employee's roster will revert to the provisions of 17.2.

#### 17.3.2. Rostering of 12 hour shifts

- 17.3.2.1. Where an employee is rostered for shifts of up to 12 hours duration, then an employee can work no more than:
  - 4 consecutive shifts of up to 12 hours duration in any one week;
  - 3 consecutive night shifts of up to 12 hours duration in any one week; and
  - 4 shifts of up to 12 hours duration in any one week.
- 17.3.2.2. Hours of work may be averaged over 4 weeks, or, by written agreement, up to 12 weeks.
- 17.3.2.3. A combination of 12 hour and shorter shifts may be worked to ensure averaging of hours and operational requirements.
- 17.3.2.4. An employee cannot be required to work overtime immediately following the end of a 12 hour shift. However, if an employee agreed to work overtime immediately following the end of a 12 hour shift, then the overtime rates would apply.

#### 17.3.3. Taking leave

- 17.3.3.1. The taking of annual leave or personal leave during a rostering cycle will be based on the rostered hours of the employee.
- 17.3.3.2. For example with annual leave, if a full-time employee takes annual leave in the fourth week of a 4 week roster cycle and the employee has worked 120 hours in the first 3 weeks of the roster cycle, then 32 hours would be deducted from the annual leave entitlement. Or where an employee takes annual leave in the first two weeks of a four week roster cycle and the employee is

rostered to work 80 hours in the second two weeks of a four week roster cycle, then 72 hours would be deducted from the annual leave entitlement.

17.3.3.3. For example with personal leave, where an employee takes personal leave on a day on which the employee is rostered to work a 12 hour shift, then 12 hours will be deducted from the personal leave entitlement.

17.3.4. Meal breaks – 12 hour shifts

17.3.4.1. All employees working a 12 hour shift will be given three thirty-minute meal intervals. Two of these meal intervals shall be counted as time worked.

17.3.4.2. By agreement between the employer and employee, the two 30 minute meal breaks may be combined into one 60 minute meal break.

17.4. Thirty-eight hour week Application

17.4.1. The 38 hour week is implemented in the form of one paid day off in every two consecutive fortnightly pay periods (i.e., the 19 day month).

17.4.2. Provided that, where agreement to average out hours of work over a four week period are implemented (as per 17.2.6), this may result in arrangements other than a 19 day month being utilised to provide an averaged 38 hour week.

17.4.3. 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.

17.5. 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 as per Schedule 1, Appendix A.

17.6. 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.

17.7. 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.

17.8. Public holidays

17.8.1. Where an accrued day off falls on a public holiday and the employee is entitled to the public holiday, a substituted accrued day off should be taken as soon as possible.

17.8.2. Public holidays taken accrue towards an accrued day off.

17.9. Part-time employees - work performed outside normal spread of hours

17.9.1. Part-time employees engaged to work in a day work situation but outside the spread of hours specified in 17.1 and 17.2 shall receive penalty rates as follows:

Monday to Sunday – Double time

Public holidays – Double time and a half.

17.10. Break between shifts

An employee shall be allowed a break of not less than 8 hours between the termination of one shift, including any period of recall prior to the commencement of that shift and the commencement of the next rostered shift. In the event such break is not provided, the employee shall be entitled to be paid at the overtime rate for the next shift until the 8 hour break is given.

**18. MEAL BREAKS**

18.1. An unpaid meal break shall be available to employees who have worked in excess of four hours.

18.1.1. The minimum time to be allowed for meals shall be half an hour and no longer than sixty (60) minutes.

18.1.2. For shift workers the meal break is to be taken between the beginning of the fourth and end of the sixth hour of the shift.

18.1.3. For Day workers the break should occur between 1200 and 1400 hours.

18.1.4. Provided agreement may be reached between the parties to allow for special circumstances.

18.1.5. In addition to the meal break all shift work employees are entitled to a fifteen (15) minute paid tea break.

18.2. Work during meal break

18.2.1. 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 double time of his/her normal salary rate.

18.2.2. 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.

18.2.3. 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 double time of his/her normal salary rate.

### 18.3. Paid Meal Break

18.3.1. Meal breaks for the following staff/units shall be paid when working Afternoon Shift in:

- Maternity Unit when only 2 or less midwives are rostered.
- CCU when only 2 certificated CCU nurses are rostered.
- DSU for afternoon shifts longer than 6 hours when only 2 nurses are rostered on.
- DEM for afternoon shifts when only 2 Nurses are rostered on.
- In St Helen's Private Hospital, if there are 2 or less staff on MBU or the Hampden Unit.

18.3.2. If any employee is unable to take their meal break because they are required to work through the time that they could take their meal break, they will be paid at the overtime rate from the latest time the meal break could have been taken until a break is provided for or until the end of their rostered shift. Payment in accordance with this paragraph requires prior approval by the supervisor of the employee.

18.3.3. It is acknowledged that notwithstanding the provisions of this clause, employees must be able to have a break during each shift worked for Occupational Health & Safety requirements.

18.3.4. Payment of the meal break is in recognition that the above nursing staff are not able to leave the hospital during a meal break and may be interrupted during a meal break.

18.3.5. The overtime provisions of the Agreement for work during meal breaks shall apply to the above categories of nursing staff.

18.3.6. All meal breaks on night duty shifts will continue to be paid.

### 18.4. Meal break when required to work overtime

Unless the period of overtime is one and a half hour 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.

### 18.5. Overtime meal allowance

An employee will be supplied with an adequate meal where an employer has adequate cooking and dining facilities or be paid a meal allowance, as specified in Appendix B, in addition to any overtime payment as follows:

- 18.5.1. when required to work after the usual finishing hour of work beyond one hour or, in the case of shiftworkers, when the overtime work on any shift exceeds one hour.
- 18.5.2. provided that where such overtime work exceeds four hours a further meal allowance as specified in Appendix B.

18.6. Charges for meal provided by employer

- 18.6.1. The maximum amount that shall be charged or deducted where an employee receives a meal from his/her employer shall be as specified in Appendix B.
- 18.6.2. Provided always that:
  - 18.6.2.1. A minimum of \$3.20 applies for each meal taken.
  - 18.6.2.2. 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, bread, butter or condiments.

**19. OVERTIME**

19.1. Requirement to work reasonable overtime

Subject to 19.2 an employer may require an employee to work reasonable overtime at overtime rates.

19.2. 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:

- 19.2.1. any risk to employee health and safety;
- 19.2.2. the employee's personal circumstances including any family responsibilities;
- 19.2.3. the needs of the workplace or enterprise;
- 19.2.4. the notice (if any) given by the employer of the overtime and by the employee of his or her intention to refuse it; and
- 19.2.5. any other relevant matter.

19.3. Approval

No overtime shall be worked without the prior approval of the NUM or delegated person

19.4. Payment for working overtime - Day Workers

For all time worked in excess of the ordinary hours of work the following payments shall be made:

- 19.4.1. Monday to Sunday inclusive - Double time
- 19.4.2. Public holidays - Double time and a half

- 19.4.3. 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 19.4.
- 19.4.4. Nursing staff working in Operating Theatre Suites, who are required to work a ten (10) hour shift, will be paid as per the following:
- 10 hours at ordinary time;
  - plus 2 hours at 100% (double time) penalty; and
  - any time in excess of 10 hours shall be paid at 200% (double time).
- 19.5. Payment for working overtime Shift Workers
- 19.5.1. 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.
- 19.5.2. In all cases the unrelieved shift worker shall be paid at the rate of 200% until relieved.
- 19.6. Provided that no employee shall receive in the aggregate more than the equivalent of double time and a half of his/her ordinary rate.
- 19.7. Directors of Nursing
- 19.7.1. Directors of Nursing shall not be entitled to receive payment for overtime.
- 19.7.2. Provided always that where, in the opinion of the employer the circumstances so require, Directors of Nursing who work overtime on rostered nursing duties in excess of their ordinary duties as Director of Nursing 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.
- 19.8. Time off in lieu of overtime
- Provided that where there is agreement between the employer and the employee, time off in lieu of overtime may be taken at the penalty rate equivalent in accordance with the Banking of Hours (Clause 20).
- 19.9. Rest period after overtime
- 19.9.1. An employee (other than a casual employee) who works 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.

- 19.9.2. 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.
- 19.9.3. 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.

## **20. BANKING OF HOURS**

- 20.1. A full-time or part-time nursing employee may, by agreement with their unit manager or Director of Nursing:-
  - 20.1.1. Work less than their daily, weekly or fortnightly rostered or contracted hours and work those hours at a later date; or
  - 20.1.2. Work more than their daily, weekly or fortnightly rostered or contracted hours and take time off in lieu of payment for the additional hours worked or set off the additional hours worked against any hours banked under the sub-clause above.
- 20.2. This agreement is to be made under the system as outlined below.
  - 20.2.1. A nursing employee who works less than her/his rostered or contracted hours shall nevertheless be paid as if those rostered or contracted hours have been worked during the roster cycle or contract period.
  - 20.2.2. Hours banked under this provision will be banked on the basis of their ordinary time equivalent.
  - 20.2.3. Overtime hours banked under this provision will be banked on the basis of 2 times the time worked. For example, two (2) hours overtime will be banked as four (4) hours.
  - 20.2.4. Hours worked under this provision outside the spread of ordinary hours will be converted to the applicable penalty rate equivalent (for example, 3 hours worked on a Saturday will use 4½ hours of banked time).
  - 20.2.5. A nursing employee may not accumulate more than one (1) week's equivalent of normal hours (positive or negative) in her/his bank under the sub-clauses in Clause 20.1.1 or 20.1.2, above at any one time.
  - 20.2.6. Nursing employees who have accumulated hours to be worked must be given first option to work additional hours prior to the use of on-call or casual nursing employees.
  - 20.2.7. A nursing employee who agrees to work banked hours on a shift on which a shift allowance is payable shall receive a pro rata allowance for those hours worked on that shift.

- 20.2.8. The Employer must keep proper records of all hours accrued and worked by each nursing employee.
- 20.2.9. A nursing employee shall be entitled to full access to her/his record of hours accrued and worked under this provision.
- 20.2.10. Where on termination of employment a nursing employee has not worked all her/his banked hours, the Employer may deduct monies paid to the nursing employee for those banked hours for any entitlements owing to the nursing employee by the Employer including payment for accrued annual leave and long service leave at the ordinary rate of pay.
- 20.2.11. Where on termination a nursing employee has not taken time off in lieu of additional hours worked, the nursing employee shall be paid for those additional hours worked at the ordinary rate of pay.
- 20.2.12. Banked hours will be taken at times mutually agreed between the employer and employee.
- 20.2.13. Where an employee is required to make-up hours as per this clause, those hours may be worked in shifts of up to 10 hours duration by mutual agreement at ordinary time for the purposes of making-up time up to ordinary contracted hours for a particular week or roster cycle.
- 20.2.14. Banked hours must be taken within 12 months of accrual. Similarly, an employee must make up any hours owed to the employer within 12 months. In the event banked hours are not taken within the 12 month period, they must be paid out.

## **21. CALL ARRANGEMENTS**

### **21.1. On-call**

- 21.1.1. On-call allowance is as per Schedule 1, Appendix B Allowances.
- 21.1.2. All staff who are required to participate in on-call to the extent that there is equitable distribution of the on-call workload.
- 21.1.3. A system of self-rostering exists to enable individual flexibility.
- 21.1.4. The parties agree that the on-call requirements shall be 100% complete 2 days in advance of the on-call period.
- 21.1.5. In the event the on-call requirements are not 100% complete 2 days in advance of the on-call period nurses shall be required to be rostered using the principle of equitable distribution of the on-call and taking account of any extenuating circumstances prevailing at the time which may impact on that employee's ability to undertake on-call.
- 21.1.6. An employee shall be allowed a break of not less than 8 hours between the termination of one shift, including any period of recall prior to the commencement of that shift and the commencement of the next rostered shift. In the event such break is not provided, the employee shall be entitled to be paid at the overtime rate for the next shift until the 8 hour break is given.

21.2. Call back

21.2.1. Except where otherwise specifically provided an employee recalled to work overtime after leaving his/her employer's premises (whether notified before or after leaving such premises) shall be paid at the appropriate overtime rate applicable to his/her salary:

21.2.1.1. for the first recall a minimum payment of four hours at overtime rate; and

21.2.1.2. for each subsequent recall a minimum payment of three hours at overtime rate.

21.2.2. Provided always that time reasonably spent in getting to and from work shall be regarded as time worked.

21.2.3. For Employees on-call only and who are recalled to work within two hours of his or her rostered shift starting time, this period will be paid as first recall.

21.3. Close call

21.3.1. 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).

21.3.2. An employee held on close call shall:

21.3.2.1. if not required to commence work be paid a minimum payment equivalent to six hours at his/her normal salary; or

21.3.2.2. if required to commence work be paid in accordance with the appropriate overtime rate, provided that such payment shall be at least equivalent to the minimum payment set forth in 21.2.

21.4. Remote call

21.4.1. An employee who is required by the employer to remain On-Call shall be paid:

21.4.1.1. an amount prescribed in Schedule 1, Appendix B per hour on-call for all periods from 8:00 a.m. Monday until 8:00 a.m. Saturday.

21.4.1.2. an amount prescribed in Schedule 1, Appendix B per hour on-call for all periods from 8:00 a.m. Saturday until 8:00 a.m. Monday and all periods on public holidays.

21.4.2. The employer will endeavour to provide a mobile phone to facilitate on-call, but at a minimum a pager will be available. All calls made from this phone other than those to the relevant hospital will be the responsibility of the holder of the phone.

21.4.3. Where a rostered employee is recalled to work he/she shall be paid in accordance with 21.2 in addition to the allowance specified in Schedule 1, Appendix B.

21.5. On-Call Leave Accrual

21.5.1. Nursing staff participating in the on-call roster will be entitled to accrue paid On-call Leave.

21.5.1.1. 250 on-call hours rostered will accrue eight (8) hours of paid On-Call Leave. [Each One (1) hour of on-call will accrue 0.032 hours of paid on-call leave]

21.5.1.2. On-Call Leave will be credited after each financial year and must be taken within 6 months of being credited. Any On-Call Leave not taken when credited will be paid out.

**22. SHIFT WORKERS**

22.1. Ordinary hours

22.1.1. The ordinary hours of shift workers shall not exceed:

22.1.1.1. 8 in any one day;

22.1.1.2. 48 in any one week;

22.1.1.3. 88 in 14 consecutive days;

22.1.1.4. 114 in 21 consecutive days; or

22.1.1.5. 152 in 28 consecutive days.

22.2. Subject to the following conditions shift workers shall work at such times as the employer may require:

22.2.1. a shift shall consist of not more than eight hours;

22.2.2. unless mutually agreed 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;

22.2.3. the break between shifts may be a minimum of 8 hours by mutual agreement. Where there is no agreement the Agreement provision of a minimum 9 hour break will apply.

22.2.4. by arrangement with the employees an unpaid meal break shall be allowed on each day or shift, of duration of not less than 30 minutes and not more than 60 minutes.

22.2.5. Provided that agreement may be reached between the parties to allow for special circumstances.

22.2.6. 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.

22.2.7. The rostering of 12 hour shifts may apply, in accordance with the provisions of 17.3.

22.3. Part-time shift workers - hours

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

22.3.1. the maximum hours in any one fortnight shall be 80, provided that the maximum hours in 28 consecutive days shall not exceed 152 hours;

22.3.2. the maximum hours in any one day shall be eight (except where such hours are worked in accordance with the provisions of 19.4.4, 22.2.6 or 22.2.7.

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

22.3.4. Where additional shift work hours become available, part-time shift workers shall have first option of those hours. The employer shall ensure that the distribution of additional shifts to existing staff is equitable.

22.4. Shift Penalties

Shift workers shall be paid the following for such shifts:

22.4.1. Afternoon shift - 115%;

22.4.2. Night shift - 127.5%;

22.4.3. Saturday shift - 150%;

22.4.4. Sunday shift - 175%;

22.4.5. Public Holidays as prescribed in 26(a) - 200%.

22.5. Saturday, Sunday and Public Holiday shifts

Shift workers who work on a rostered shift, the major portion of which falls on a Saturday, Sunday or Public Holiday shall be paid at the rate set out in 22.4.3 – 22.4.5 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 22.4.1 and 22.4.2. 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.

22.6. Public Holiday Shifts

22.6.1. Shift work employees may elect to 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.

22.6.2. Provided always that 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.

22.7. Broken shifts

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

22.7.2. 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.

22.8. Part-time shift workers - work outside rostered shifts

22.8.1. 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.

22.8.2. 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.

22.9. Rosters

There shall be a roster for shifts which shall:

22.9.1. Rotation

Provide for rotation unless all the employees concerned desire otherwise.

22.9.2. Number of shifts

Provide for not more than six shifts to be worked in any nine consecutive days, unless by mutual agreement.

22.9.3. Change of roster

Not be changed until after four weeks' notice:

22.9.3.1. Provided that an employee's place on such roster may be changed by mutual agreement and by providing one weeks' notice of such change, or payment of the penalty rates set out in Clause 19 – Overtime.

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

22.9.3.3. Changes of roster and positions on roster may occur by mutual agreement without the giving of the minimum notice period and without the payment of penalties or overtime other than normal shift penalties.

22.10. 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.

22.11. Twenty-eight day accounting period

22.11.1. Clearly stipulate a 28 day accounting period which shall include an accrued day off in addition to eight rostered days off. The accrued day off shall be rostered to fall on a day of the week other than a Saturday or Sunday.

22.11.2. 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.

22.11.2.1. Provided always that staff engaged to provide relief on accrued days off pursuant to 22.11 while engaged in such capacity shall be regarded as shift workers for all purposes of the Agreement (except additional annual leave );

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

22.12. Make-up time

22.12.1. An employee may elect, with the consent of their employer, to work make-up time, under which the employee takes off ordinary hours, and works those hours at a later time, during the spread of ordinary hours provided in the Agreement.

22.12.2. Such arrangements will be in accordance with the Banking of Hours (Clause 20).

**23. ANNUAL LEAVE**

23.1. Period of leave

23.1.1. Day workers

A For each year of service an employee is entitled to 4 weeks' of paid annual leave to a maximum of 152 hours (pro rata for part-time employees).

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

Casual employees are not entitled to annual leave.

23.1.2. Shift workers

In addition to the leave prescribed above, shift workers, (as defined) who work 20 weekend shifts (either Saturdays or Sundays) in any one leave year shall be allowed 38 hours leave, to be taken in a period of seven consecutive days leave including non-working days.

23.1.3. 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.

23.2. Executive staff – hospitals

23.2.1. Executive staff (as defined) shall receive five weeks annual leave in cases where they are required in the normal course of their duties to attend work meetings outside of their normal working hours. In all other cases annual leave entitlement shall be four weeks per annum.

23.2.2. A staff member who acts in an executive position and required to attend meetings outside their normal working hours shall be entitled to an additional one week of leave on a pro rata basis.

23.3. Annual leave exclusive of public holidays

Subject to this clause, the annual leave prescribed by this clause shall be exclusive of any public holiday that the employee is entitled as prescribed by Clause 26 – Public Holidays, and if any such public holiday falls within an employee’s period of annual leave and is observed on a day on which the employee is entitled to a public holiday as prescribed by Clause 26 – Public Holidays, then there shall be added to that period of annual leave time equivalent to the ordinary time which the employee would have worked if such day had not been a holiday.

23.4. Annual leave exclusive of other periods of leave

If the period during which an employee takes paid annual leave includes a period of personal leave, carer’s leave, compassionate leave or community service leave, the employee is taken not to be on paid annual leave for the period of that other leave or absence.

23.4. Broken leave

23.4.1. 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.

23.4.2. 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.

23.5. Time of taking leave

Annual leave may be taken for a period agreed between an employee and his or her employer.

23.6. Payment for period of leave

23.6.1. 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.

23.6.2. 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.

23.6.3. Payment shall be made not later than 12:00 noon on the last day of work prior to going on leave.

23.7. Part-time employees

23.7.1. Annual leave for part-time staff will be calculated using the following formula

$$\frac{\text{Hours worked per annum (including any period of annual leave)}}{\text{Full-time hours per annum}} \times \frac{\text{Full-time leave entitlement}}{1}$$

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

23.8. Nurse Unit Managers

23.8.1. Nurse Unit Managers (including the Peri Operative Services Manager) shall receive an additional week of annual leave, up to a maximum total of five weeks per annum, in recognition of the requirements of the position and some out-of hours work required.

23.8.2. The additional week leave is in lieu of any overtime payments that may otherwise be payable under the Agreement, provided that all overtime worked by Level 3 nurses as clinical duties shall be paid as per the Agreement.

23.8.3. Nurse Unit Managers shall be entitled to additional conditions as agreed with the Director of Nursing, which shall apply for the period of the Agreement.

23.9. 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 1, Appendix B - Wages Schedule, as follows:

23.9.1. 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.

23.9.2. 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 22.4 to 22.8 inclusive, had he/she not been on recreation 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 recreation 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.

- 23.9.3. 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 recreation leave in the case of a shift worker subject to Clause 23.1.2.
- 23.10. Calculation of continuous service
- 23.10.1. For the purpose of this clause, service is a period during which the employee is employed by the employer, but does not include any period that does not count as service under 23.10.2.
- 23.10.2. The following periods do not count as service:
- 23.10.2.1. Any period of unauthorised absence; or
- 23.10.2.2. Any period of unpaid leave or unpaid authorised absence, other than a period of unpaid community service leave or a period of stand down that may apply.
- 23.11. Leave allowed before due date
- 23.11.1. 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.
- 23.11.2. 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, with the employee's written authorisation, 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 26 – Public Holidays.
- 23.12. Cancellation of Annual Leave - By Mutual Agreement
- 23.12.1. All nurses, if recalled, whilst on periods of annual leave of one week or greater, shall be paid the minimum penalty of 200% for all shifts worked.
- 23.12.2. Any annual leave that has been paid in advance will be re-credited to annual leave and those hours paid at overtime rates as per the Agreement.
- 23.13. Purchased Annual Leave
- 23.13.1. For those employees (including day workers) who wish to have more than 4 or 5 weeks leave as provided for in this agreement per annum an option is available to "purchase" up to an additional 2 weeks leave. An extra week's leave may be purchased for a sacrifice of 1.92% of salary per week of leave purchased.

#### 23.14. Cashing Out of Annual Leave

- 23.14.1. This agreement entitles an employee to cash out up to half of the leave accrued in each 12 month period by written agreement between the Employer and the employee.
- 23.14.2. Leave cannot be cashed out in advance of it being credited.
- 23.14.3. Leave may only be cashed out where a minimum leave entitlement of 4 weeks' will be retained.
- 23.14.4. Where an employee wishes to cash out a portion of accrued annual leave, then the employee and employer must make a separate agreement in writing regarding the cashing out of leave.
- 23.14.5. Payment for cashed-out leave must be at a rate no less than the full amount that would have been payable to the employee had the employee taken the leave rather than receive a cashed out amount.
- 23.14.6. The employer will only refuse an employee's request to cash out leave on reasonable grounds.
- 23.14.7. Nothing in this clause nor in this Agreement shall be taken in any way as forcing an employee to forgo an entitlement to take an amount of annual leave or to exert undue influence or undue pressure in relation to the making of a decision by the employee whether or not to forgo an entitlement to take an amount of annual leave

#### 23.15. Single Annual Leave Days

- 23.15.1. 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.
- 23.15.2. Access to annual leave, shall be exclusive of any shutdown period provided for elsewhere under this Agreement.
- 23.15.3. 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.

### **24. PERSONAL/CARER'S LEAVE**

#### 24.1. Amount of paid personal leave

The provisions of this clause apply to full-time and part-time employees.

- 24.1.1. Paid personal leave will be available to an employee, other than a casual employee, when they are absent due to:
  - the employee not being fit for work because of a personal illness or personal, affecting the employee; or



his/her absence the Director of Nursing) may be used in lieu of medical certificates for personal leave periods of less than 3 days.

24.4.1.4. Not, except as prescribed in 24.4.1.5 be entitled in any one year to leave in excess of 152 hours provided that in the first year of service an employee shall only be entitled to 12 hours 40 minutes for each completed month of service and part completion of a month based on the proportion of 12 hours 40 minutes for a completed month of service.

24.4.1.5. Employees shall be allowed 5 single days of personal and family leave per fiscal year without certification or statutory declaration and those days may not be taken either side of days off or ADO's. Certificate or statutory free days to, include a maximum of two (2) consecutive days. However, the employer may exercise a discretion to waive the requirement for a medical certificate.

24.4.1.6. Medical Certificates from dentists will be accepted.

24.5. Part-time employees

24.5.1. Personal/carers' leave shall be granted to part-time employees on the same basis as to full-time employees except that the employee shall not be entitled to paid leave in any one year in excess of the following:

Hours per week	Hours per annum
20 to less than 30	114
30 or more	152

24.5.2. Provided that in determining the amount of leave to which an employee is entitled at any time (other than leave which has been accumulated) the average hours worked per week in the preceding three months shall be used, except that where an employee has less than three months' service, the period per week for which he/she was engaged shall be used.

24.6. Carer's leave

24.6.1. Proof of illness

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

24.6.2. The employee shall, as soon as practicable, give the employer notice, the name of the person requiring care or support and their relationship to the employee, 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.

24.7. Unpaid carer's leave

An employee is entitled to 2 days of unpaid carer's leave for each occasion when a member of the employee's immediate family, or a member of the employee's household, requires care or support because of:

(a) a personal illness, or personal injury, affecting the member; or

- (b) an unexpected emergency affecting the member.

## 25. PARENTAL LEAVE

- 25.1. Parental Leave (birth related leave and adoption related leave) will be in Accordance with the provisions contained in the National Employment Standards (NES) (Division 5 - Parental Leave and Related Entitlements).
  - 25.1.1. In addition to the Parental Leave provisions contained in the NES and any Government paid parental leave entitlements, the following shall apply:
  - 25.1.2. Full-time employees, permanent part-time employees and eligible casual employees are eligible for paid parental leave in accordance with the following provisions:
  - 25.1.3. An eligible casual employee means a casual employee:
    - 25.1.3.1. employed by an employer on a regular and systematic basis for several periods of employment or on a regular and systematic basis for an ongoing period of employment during a period of at least 12 months; and
    - 25.1.3.2. who has, but for the pregnancy or the decision to adopt, a reasonable expectation of ongoing employment.
  - 25.1.4. For the purposes of this clause, continuous service is work for an employer on a regular and systematic basis (including any period of authorised leave or absence).
  - 25.1.5. An employer must not fail to re-engage a casual employee because:
    - 25.1.5.1. the employee or employee's spouse is pregnant; or
    - 25.1.5.2. the employee is or has been immediately absent on parental leave.
  - 25.1.6. The rights of an employer in relation to engagement and re-engagement of casual employees are not affected, other than in accordance with this clause.
  - 25.1.7. 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.
- 25.2. An eligible female employee will be entitled to twelve (12) weeks paid maternity/adoption leave and an additional two (2) weeks of accrued personal leave.
- 25.3. An eligible male employee or non-birth partner will be entitled to one (1) weeks paid paternity/adoption leave and an additional one (1) week of accrued personal leave, upon the birth of the child regardless of whether the infant's mother is on maternity leave.
- 25.4. The rate of pay for the period of paid absence outlined in 25.2 and 25.3 above will be calculated as for personal/carers' leave on full pay for that employee.

- 25.5. Periods of paid leave outlined in 25.2 and 25.3 above will count as service for all purposes.
- 25.6. Maternity leave may commence up to nine weeks prior to the expected date of birth. It is not compulsory for an employee to take this period off work. However, if an employee decides to work during this period, it is subject to the employee being able to satisfactorily perform the full range of normal duties.
- 25.7. Such leave may be paid:
- 25.7.1. On a normal fortnightly basis;
  - 25.7.2. In advance in a lump sum;
  - 25.7.3. At the rate of half pay over a period of 24 weeks on a regular fortnightly basis.
  - 25.7.4. 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.
- 25.8. Unpaid Leave
- 25.8.1. Unpaid Parental leave - An employee is entitled to a further period of unpaid parental leave of not more than twelve months after the actual date of birth of the child.
  - 25.8.2. Unpaid Paternity Leave - An employee is entitled to a further period of unpaid paternity leave of not more than three weeks, to be taken in conjunction with a period of paid paternity leave, unless otherwise agreed by the employer and employee.
  - 25.8.3. Unpaid Adoption Leave - An employee is entitled to 12 months of unpaid adoption leave in accordance with NES. An additional entitlement of up to 2 days of unpaid pre-adoption leave is also available to attend any interviews or examinations prior to approval of the adoption. However, the taking of 2 days pre-adoption leave is subject to the employee taking some other form of leave as directed by the employer.
- 25.9. An employee who has once met the conditions for paid maternity leave and/or paid adoption leave will be required to again work the 40 weeks' continuous service in order to qualify for a further period of maternity leave or adoption leave; unless:
- 25.9.1. There has been a break in service where the employee has been re-employed or re-appointed after a resignation, medical retirement or after her services have been otherwise dispensed with; or
  - 25.9.2. The employee has completed a period of leave without pay of more than 40 weeks. In this context, leave without pay does not include personal/carers' leave without pay, maternity leave without pay, or leave without pay associated with an illness or injury compensable under the *Workers' Rehabilitation Compensation Act*.
- 25.10. An employee who intends to proceed on parental leave should formally notify the employer of such intention as early as possible, so that arrangements associated with the absence can be made. Written notice of not less than eight weeks prior to the commencement of the leave should accordingly be given. This notice must include a

medical certificate stating the expected date of birth and should also indicate the period of leave desired. Confirmation of the intended start and end dates of the leave must be given at least 4 weeks before the intended start date.

- 25.11. In the case of notification of intention to take adoption leave, due to the fact that an employee may be given little notice of the date of taking custody of a child, employees who believe that, in the reasonably near future, they will take custody of a child, should formally notify their employer as early as practicable of the intention to take adoption leave. This will allow arrangements associated with the adoption leave to be made.
- 25.12. After commencing maternity leave or adoption leave, an employee may vary the period of her maternity leave or adoption leave, once, without the consent of the employer and otherwise, with the consent of the employer. A minimum of four weeks' notice must be given, although an employer may accept less notice if convenient. An employee can make a further request to extend the period of unpaid parental leave for a further period of 12 months subject to the provisions of s. 76 of the Act.
- 25.13. Any person who occupies the position of an employee on parental leave must be informed that the employee has the right to return to her former position. Additionally, since an employee also has the right to vary the period of her maternity leave or adoption leave, offers of temporary employment should be in writing, stating clearly the temporary nature of the contract of employment. The duration of employment should also be set down clearly, to a fixed date or until the employee elects to return to duty, whichever occurs first.
- 25.14. 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.
- 25.15. Except in the case of employees who have completed fifteen years' service the period of parental leave without pay does not count as service for long service leave purposes. Where the employee has completed fifteen years' service the period of parental leave without pay shall count as service for long service leave purposes provided such leave does not exceed six months.
- 25.16. 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.
- 25.17. 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.
- 25.18. 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 (personal/carers', annual and/or long service leave) or to take personal/carers' leave without pay.
- 25.19. Where an employee is entitled to paid maternity leave, but because of illness, is on personal/carers', recreation, long service leave, or personal/carers' leave without pay prior to the birth, such leave ceases nine weeks prior to the expected date of the birth. The employee then commences maternity leave with the normal provisions applying.
- 25.20. Where an employee cannot carry out the duties of her position, because of an illness or risk associated with her pregnancy or hazard connected with that position, the employer is

obliged, where a safe job exists, to transfer the employee to an appropriate safe job for the risk period, with no other changes to the employee's terms and conditions of employment provided that a different number of ordinary hours may be agreed between the employer and employee.

- 25.21. In the event of a miscarriage any absence from work is to be covered by the current personal/carers' leave provisions.
- 25.22. In the case of stillbirth, an employee may elect to take personal/carers' 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.
- 25.23. An employee who gives birth prematurely, and prior to proceeding on maternity leave shall be treated as being on maternity leave from the date leave is commenced to have the child. Should an employee return to duty during the period of paid maternity leave, such paid leave ceases from the date duties are resumed.
- 25.24. An employee returning from parental leave has the right to resume their former position. Where this position no longer exists the employee is entitled to be placed in a position nearest in status and salary to that of her former position and for which the employee is capable or qualified.
- 25.25. 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.

## 26. PUBLIC HOLIDAYS

### 26.1. Defined public holidays

#### 26.1.1. Public holidays are defined as:

- Christmas Day,
- Boxing Day,
- New Year's Day,
- Australia Day,
- Cup Day (half day),
- Hobart Regatta Day (South of Oatlands),
- Eight Hours Day,
- Good Friday,
- Easter Monday,
- Anzac Day,
- Queen's Birthday,
- Show Day and
- the first Monday in November in those districts where Hobart Regatta Day is not observed, or such other day as may be observed in the locality in lieu of or made additional to any of the aforementioned holidays pursuant to the *Tasmanian Statutory Holidays Act 2000* as amended.

- 26.1.2. 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.

26.2. Entitlement to public holidays

26.2.1. Subject to the following provisions, full-time and part-time employees are entitled to public holidays. Casual employees are not entitled to public holidays.

26.2.2. Fixed roster employees

26.2.2.1. To be entitled to a public holiday that occurs on a particular day of the week (e.g., Friday for Good Friday), a fixed roster employee must ordinarily work on that particular day of the week.

26.2.2.2. Where a public holiday falls on a particular day of the week on which a fixed roster employee would not ordinarily work, then the fixed roster employee is not entitled to receive payment for the public holiday.

26.2.3. Variable roster employees

26.2.3.1. To be entitled to a public holiday that occurs on a particular day of the week, a variable roster employee must have worked on 50% or more of the occasions on that particular day of the week in the 6 months (i.e. 26 weeks) immediately preceding the public holiday.

26.2.3.1.1. For example, Christmas Day falls on a Tuesday in a particular year. The variable roster employee has worked on 17 Tuesdays in the 6 months (i.e., 26 weeks) immediately preceding Christmas Day. The variable roster employee is not working on Christmas Day. Therefore, the variable roster employee is entitled to receive a paid public holiday for Christmas day as he or she has worked on more than 50% of the Tuesdays (i.e., 17 is more than 50% of 26) in the 6 months immediately preceding Christmas Day.

26.2.3.2. In the event that a variable roster employee has taken annual leave or long service leave during the six months immediately preceding a public holiday, then the number of working weeks (i.e., excluding annual leave or long service leave) will be used to determine whether the employee has worked 50% or more of the occasions on the particular day of the week on which a public holiday falls.

26.2.3.2.1. For example, Hobart Show Day falls on a Thursday. The variable roster employee has taken 4 weeks annual leave during the 6 months immediately preceding Hobart Show day. For a variable roster employee to be entitled to receive payment for Hobart Show Day when the variable roster employee does not work, then the employee must have worked

on 11 or more (i.e., 50% of 26 weeks minus 4 weeks annual leave) Thursdays in the 6 months immediately preceding Hobart Show Day falling.

26.2.3.3. Where the variable roster employee has less than six months' continuous service with the employer immediately preceding a particular public holiday, then to be entitled to the public holiday that occurs on a particular day of the week, a variable roster employee must have worked on 50% or more of the occasions on that particular day of the week throughout the whole period of employment.

26.2.3.3.1. For example, if a variable roster employee's length of service is only 16 weeks when a public holiday falls on a Wednesday, then for the variable roster employee to be entitled to payment for the public holiday that the variable roster employee does not work, then the variable roster employee must have worked on 8 (i.e., 8 being 50% of 16 weeks) or more Wednesdays during the whole period of employment.

26.2.3.4. Where a public holiday falls on a particular day of the week on which a variable roster employee has not worked on 50% of the relevant occasions, then the variable roster employee is not entitled to receive payment for not working on the public holiday.

### 26.3. Payment of public holidays

26.3.1. Where an employee is entitled to a public holiday and the employee does not work, then the employee will be paid at the normal rate of pay which would have applied to the employee concerned had the employee attended work and it was not a public holiday.

26.3.2. Where a variable roster employee does not have a normal number of hours and/or rate of pay on the particular day on which a public holiday occurs due to the variability of the employee's roster, then the employee will be paid based on the average (i.e., mean) rate of pay and/or number of ordinary hours that the employee received for working on this particular day over the preceding 6 months.

26.3.2.1. For example, a public holiday falls on a Tuesday. A variable roster employee is entitled to payment for not working on the public holiday because the variable roster employee has worked on 15 Tuesdays in the 6 months immediately preceding the public holiday (i.e. the employee has worked on more than 50% of the Tuesdays in the 6 months immediately preceding the public holiday). The variable roster employee's number of hours of work on the 15 Tuesdays on which the employee has working in the last 6 months has varied from week to week. The total number of ordinary hours worked by the variable roster employee over the 15 Tuesdays was 90 hours. Therefore, the variable roster employee is entitled to be paid for 6 hours (i.e., 90 divided by 15 equals 6) on the public holiday in question.

26.4. Work on a public holiday

26.4.1. Employees who work on a public holiday in accordance with 26.1, either for part or the whole of the particular public holiday, shall, in the case of a shift worker be paid at the rate prescribed in 22.4 to 22.8 inclusive, and in the case of a day worker be paid at the overtime rate prescribed in Clause 19 – Overtime.

26.4.2. An employee who is required to work on a particular public holiday, 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.

**27. TRAVELLING AND EXCESS FARES**

27.1. Travelling

27.1.1. Any employee required to travel in the course of his/her duties shall be reimbursed economy-class fares and all reasonable out-of-pocket expenses.

27.1.2. 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.

27.1.3. A nurse required to work a double shift is to be provided with transport and/or car parking fees if requested by that nurse. This can be approved by the Registered Nurse L3A or the Director of Nursing.

27.2. Excess fares

27.2.1. 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.

27.2.2. This provision does not apply to employees who utilise their own vehicle

**28. ALLOWANCES**

28.1. Higher duties allowance

28.1.1. A Registered Nurse Level 1 who is designated as “in-charge” for a shift shall be paid an allowance of an amount prescribed in Schedule 1, Appendix B for that shift.

28.1.2. Where a Level 2 Nurse undertakes the substantive management duties of a Level 3 Nurse, Floor Co-ordinator (Theatre Suite) or Nurse Unit Manager then that time will be paid as per the Agreement rate for Level 3 Nurse.

28.1.3. 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.

28.2. Mixed Functions Allowance

An employee, who, 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.

28.3. Licence allowance

28.4. An employee directed by the employer to drive vehicles requiring a licence issued by the Department of Infrastructure, Energy and Resources, shall upon presentation of his/her current licence to the employer, be reimbursed the cost of the driver's licence fee.

28.5. This provision shall not apply to employees who drive on an occasional basis only.

28.6. 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 employee shall, subject to this clause be paid:

28.6.1. In the case of a meal purchased by the employee at any hotel, boarding house, or public eating place, a meal allowance at the rates prescribed in Schedule 1, Appendix B.

28.6.2. In case of a meal provided by the employee a meal allowance of an amount prescribed in Schedule 1 for each meal so provided.

**29. POST GRADUATE QUALIFICATION ALLOWANCE**

29.1. An employee who has completed a relevant post-graduate study shall receive the following allowance:

29.1.1. Post Graduate Certificate (or equivalent) 4% of hourly rate;

29.1.2. Post-graduate Diploma or Degree (other than an undergraduate nursing degree) 6.5% of hourly rate;

29.1.3. Masters or Doctorate 7.5% of hourly rate;

29.1.4. ENs to receive post qualification allowance of 4% of hourly rate.

29.2. Only one qualification allowance at any time applies for each employee. It must be demonstrated that the qualification must be relevant to current area of practice and is being utilised.

29.3. The post graduate allowance shall be paid on overtime worked in a relevant area of practice. The post graduate allowance shall not be paid on any period of any leave.

**30. PRECEPTOR ALLOWANCE**

30.1. After 30 June 2015 the Preceptor Allowance will not apply.

### **31. NOMINATED PERSON ALLOWANCE - ST HELEN'S PRIVATE HOSPITAL CAMPUS**

A nurse who is designated to be the Nominated Person shall be paid an allowance of an amount prescribed in Schedule 1, Appendix B per shift for that responsibility.

### **32. LEAD APRON ALLOWANCE**

A nurse required to wear a lead apron shall be paid an amount prescribed in Appendix B per hour or part thereof whilst the apron is worn.

### **33. CLOTHING, EQUIPMENT AND TOOLS**

#### **33.1. Uniforms to be provided**

33.1.1. Sufficient, suitable and serviceable uniforms shall be provided free of cost to all employees who are required by the employer to wear uniforms.

33.1.2. For staff members working in excess of 20 hours per week, a uniform shall be provided consisting of two (2) bottoms, three (3) tops and one jumper/vest.

33.1.3. For staff members working less than 20 hours per week, a uniform shall be provided consisting of two (2) pair of bottoms and two (2) tops and one jumper/vest

33.1.4. Casual staff shall be provided with one (1) bottom and one (1) top.

33.1.5. If a skirt is not included as part of the corporate uniform, via negotiation with the DON and upon production of a receipt for purchase of a skirt the same colour as the corporate trousers, reimbursement will be made to the same value as the corporate trousers.

33.1.6. The employer will replace any designated Healthscope uniform in a state of disrepair and provide new staff with a uniform.

33.1.7. Nursing Staff consultation will occur if uniform changes.

33.1.8. Uniforms will be replaced at the rate of one (1) bottom and one (1) top per annum.

33.1.9. Laundry Allowance will be paid to all employees except Operating Suite employees as follows;

Rate Specified in Appendix B of Schedule 1 x number of hours worked, excluding periods of leave.

### **34. STAFF DEVELOPMENT**

#### **34.1. Study Leave**

34.1.1. The employer recognises the importance of study leave to enable nurses to maintain and update professional competencies.

- 34.1.2. The employer will provide internal professional development opportunities to all nurses to enhance their professional skills.
- 34.1.3. Each full time nurse will be entitled to up to four (4) hours paid study leave (pro rata for part time nurse) for twenty six (26) weeks per annum for post graduate study relevant to nursing.
- 34.2. Conference/Seminar Leave
  - 34.2.1. Each full time nurse (pro rata, for part time nurse) is entitled up to the equivalent of four (4) days paid conference/seminar leave per annum.
- 34.3. The time and manner of taking any entitlement under this provision is to be mutually agreed between the employer and the employee and the course and means of dissemination of conference/seminar information is to be approved by hospital management. Should mutual agreement not be possible on repeated occasions this matter is to be referred to the Director of Nursing or their delegate for resolution.
- 34.4. Where a nurse is released for professional development leave that position will be backfilled unless it can be clearly demonstrated that such backfill is not required. The parties recognise that there will be periods and positions where backfill is not required.
- 34.5. The employer, by negotiation will meet all costs, including travel costs, accommodation costs, paid time to attend programs etc., reasonably incurred for attendance at approved professional development and training where directed by management to attend.
- 34.6. Healthscope shall sponsor a seminar annually to address changes to legislation covering, OH&S, Bullying & Harassment, leadership, performance management and other HR issues.
- 34.7. A nurse employed at Hobart Private Hospital who believes that they should, on the grounds of relevance, be entitled to paid leave and costs for professional/staff development leave but are refused payment, shall be entitled to apply to appeal the decision at the next monthly meeting of the Staff Development Committee which consists of the Director of Nursing (howsoever titled) and a Clinical Skills Facilitator from each area.
- 34.8. The Staff Development Committee shall meet as convened but within one (1) calendar month of an application for review being received. The Committee's decision shall be conveyed to the employee in writing within one (1) week of hearing the application.
- 34.9. A nurse employed at St Helen's Private Hospital who believes that she/he should, on the grounds of relevance, be entitled to paid leave and costs for professional/staff development leave but is refused such paid leave, shall be entitled to apply to an appeals panel comprising two (2) nurses in the specialty area and the Director of Nursing (howsoever titled).
- 34.10. The appeals panel shall meet as convened but within one (1) calendar month of an application being received for review. The panel's decision shall be conveyed to the employee in writing within one (1) week of hearing the application.

### **35. SALARY SACRIFICE**

- 35.1. An employee covered by this Agreement may elect to sacrifice a proportion of their salary to a complying superannuation fund (as provided for in Clause 36 of this Agreement) subject to compliance of relevant legislation.
- 35.2. In the event that an employee utilises this clause, the rate of pay paid to the employee shall be the relevant agreement rate, less the amount sacrificed to the superannuation fund.
- 35.3. An employee may also agree to salary package his/her salary in accordance with the policy of Healthscope as varied from time to time.
- 35.4. Where an employee enters into a salary sacrifice arrangement with Healthscope the employee will indemnify Healthscope against any taxation liability arising from that arrangement.
- 35.5. Salary sacrifice arrangement is a voluntary decision to be made by the individual employee. The employee wishing to enter into a salary sacrifice arrangement will be required to sign a document which indicates that they have sought independent financial expert advice in relation to entering into such an arrangement and;
- 35.6. They understand that in the event that Fringe Benefits Tax (FBT) becomes payable on the items, the salary sacrifice arrangements shall lapse and future negotiations will occur between the employee and the employer to ensure the cost to the employer does not increase.
- 35.7. If the employee elects to continue with sacrificing, the cost of the payment of the FBT will be passed back to the employee;
- 35.8. That upon resignation or termination of employment the employer shall by deduction from final payments or upon demand be, reimbursed any amounts of over expenditure.
- 35.9. Any agreement made pursuant to this Clause is terminable by either party providing at least 14 days' notice of withdrawal from such agreement.
- 35.10. The cost of the administration of the salary packaging arrangement is as per Healthscope Limited Policy.
- 35.11. These arrangements are subject to the current legislation affecting salary packaging for Public Benevolent Institutions (PBI's) and may be negotiated accordingly. All existing entitlements such as superannuation, leave loading, penalties, overtime and Worker's Compensation payments etc., will be based on the pre-packaged salary.

### **36. SUPERANNUATION**

- 36.1. 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.
- 36.2. "The Fund" for the purpose of this Agreement shall mean:

- 36.2.1. 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
- 36.2.2. The employee's nominated superannuation fund.
- 36.3. 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*.
- 36.4. Superannuation fund payments will be made in accordance with trust fund deeds and shall be made at a minimum on a monthly basis.
- 36.5. In the event that no fund is nominated by a new employee, superannuation contributions will be paid into HESTA on behalf of that employee.

### **37. REDEPLOYMENT TO CLINICAL AREAS**

The parties agree that nursing staff may be redeployed to other clinical areas within the hospital. Clinical competence of such staff will be taken into consideration when allocating patients however equity for all staff needs to be considered in all redeployment.

### **38. ENROLLED NURSE**

- 38.1. In recognition for Enrolled Nurses who have medication endorsement on their annual practising certificate recognised by the AHPRA shall be paid in accordance with Enrolled Nurse Medication Endorsed.
- 38.2. The rate of payment for an Enrolled Nurse Medication Endorsed shall be as detailed in Schedule 1, Appendix A of this Agreement.
- 38.3. Where an Enrolled Nurse is undertaking training for medication endorsement, the employer will ensure that that nurse has access to an AHPRA approved assessor and will cover the cost of access to such an assessor

### **39. LONG SERVICE LEAVE**

- 39.1. All employees covered by the agreement will accrue long service leave at the rate of 8.66 weeks up to 10 years employment.
- 39.2. From the date the agreement is executed by all parties, after 10 years employment the employees will accrue long service leave at a rate of 1.3 weeks per year of employment. This will result in an accrual of 15.16 weeks long service leave after 15 years.
- 39.3. Employees will be able to access long service leave accrual after 10 years.
- 39.4. After leave has accrued they can access the leave in 2 week blocks. LSL to be taken no more than 6 months after it accrues, unless agreed otherwise.
- 39.5. Payment of such leave will be calculated on the basis of ordinary time earnings for the 12 month period preceding LSL, which will include shift allowances but not include overtime.

39.6. All other conditions for the taking of LSL will be prescribed by the *LSL Act 1976 (Tas.)*.

#### **40. DISCIPLINARY PROCEDURE**

- 40.1. Where disciplinary action may be necessary, the management representative shall notify the employee of the issues in writing and the employee will be given an opportunity to respond to these issues. In the event that the employee's response is unsatisfactory, a first warning in writing may be issued. This warning will be recorded on the employee's personnel file.
- 40.2. If the problem continues, the employee will again be notified in writing of the matter and a response requested from the employee. If appropriate, a second warning in writing will be given to the employee and recorded on the employee's personnel file.
- 40.3. In the event that the problem continues, the employee will again be notified in writing of the matter and a response requested. If appropriate, a final written warning will be issued to the employee and recorded on the employee's personnel file.
- 40.4. In the event of the matter recurring, then the employee may be terminated after the matters have been investigated and reasons sought from the employee.
- 40.5. Summary dismissal of an employee may still occur for acts of 'serious misconduct' (as defined in Act).
- 40.6. During all steps in the Disciplinary Procedure, the employee has the right to representation of his or her choice.
- 40.7. Records relating to disciplinary procedures will be disregarded where a continuous period of 12 months elapses without further warning/so.

#### **41. REDUNDANCY**

- 41.1. The parties agree that it is not desirable to lose the services of staff members through redundancy. It is the parties preferred option to seek redeployment and retraining opportunities within the organisation should the occasion arise.
- 41.2. Commitment to Consult.
  - 41.2.1. The parties to this Agreement recognise that redundancy, when it occurs, is both sensitive and traumatic and needs to be handled in a delicate manner.
  - 41.2.2. Where the employer believes that it may be necessary to make one or more positions within the enterprise redundant, the employer agrees to immediately notify the employees and if requested, their nominated representative(s) and to commence a process of ongoing consultation.
- 41.3. Voluntary Redundancy
  - 41.3.1. In the event that it is necessary for the employer to make a position(s) redundant, or voluntarily reduce or alter hours which causes a loss of employees income, the employer will, in the first instance, seek expressions of interest from all staff, in volunteering for a redundancy package.

41.3.2. 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.

41.3.3. In assessing applications for voluntary redundancy, either as a result of a position(s) being redundant or through the reduction or alteration of a position(s) hours which causes a loss of an employee’s income, the parties acknowledge that the employer will take into account the skill and operational requirements of the enterprise.

41.4. Partial Redundancy

41.4.1. A partial redundancy payment which arises as a result in the reduction or alteration of a position(s) or hours shall be paid in line with the following formula:

41.4.2. Existing weekly rate at ordinary hours minus the new weekly rate at ordinary hours multiplied by 2 weeks for each year of service or part thereof to the maximum of 22 weeks’ pay.

41.4.3. A Salary Maintenance payment which arises as a result in the reduction or alteration of classification shall be paid on a weekly basis in line with the following formula:

41.4.4. Existing weekly rate at ordinary hours minus the new weekly rate at ordinary hours paid according to the table in 41.6.

41.5. Notice Period

41.5.1. 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 redundancy will be two (2) weeks.

41.6. Redundancy Payment

In the event of any redundancies being made necessary within Healthscope Limited Hospitals in Tasmania, Healthscope shall pay the following payment, to any employee made redundant, and based on ordinary pay.

Years of Service	Aged Less Than 45 Years			Aged 45 Years and Over		
	Notice Period	Redundancy	Total (Weeks’ Paid)	Notice Period	Redundancy	Total (Weeks’ Paid)
0 less than 1 year	3	0	3	4	0	4
1 less than 2 years	3	3	6	4	3	7
2 less than 3 years	3	6	9	4	6	10
3 less than 4 years	4	9	13	5	9	14
4 less than 5 years	4	12	16	5	12	17
5 less than 6 years	4	14	18	5	15	20
6 less than 7 years	4	15	19	5	18	23
7 less than 8 years	4	16	20	5	19	24
8 less than 9 years	4	17	21	5	20	25
9 years and over	4	18	22	5	21	26

41.7. Ordinary hours shall mean:

The weekly base rate for the classification; and

- Any penalties or pre-payments normally applied; and
- Any all purpose work related allowances.

41.8. 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.

41.9. Provided that in the case where the employer facilitates acceptable alternative employment for an employee, including the transfer of all entitlements, the provisions of this redundancy clause shall not apply.

41.10. Acceptable alternative employment will have been provided where the employee is transferred to:

41.10.1. a position which reflects the individual skills of that employee; and

41.10.2. a position which, as a minimum, provides the same financial and employment benefits (including security of employment) as the position which no longer exists.

## 42. TERMINATION OF EMPLOYMENT

Notice of termination by the Employer

42.1. 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:

<b>Period of continuous service</b>	<b>Period of notice</b>
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

42.2. 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.

42.3. 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.

42.4. 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.

42.5. The period of notice in this Clause shall not apply in the case of dismissal for serious misconduct, or in the case of casual employees or employees engaged for a specific period of time or for a specific task or tasks.

- 42.6. 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.

#### Notice of termination by the Employee

- 42.7. 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.
- 42.8. 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.

#### Instant dismissal

- 42.9. Instant dismissal is only permitted whereby 'serious misconduct' as defined by the Act has occurred.

### **43. CAR PARKING FOR NURSE UNIT MANAGERS**

Car parking will be arranged and paid for by the Employer for Nurse Unit Managers, but this is subject to availability. Casual parking will not be paid if permanent parking places are not available.

### **44. WORKPLACE REPRESENTATIVE RIGHTS**

The Company will continue to recognise the rights of employee representatives to represent their members. It will provide sufficient time off work and resources for them to do so. However it will not agree to paid leave for union delegate training. However workplace representatives may be granted leave without pay to attend union delegate training, although this will be subject to operational requirements and no expectation is given that this will automatically occur.

### **45. BEREAVEMENT/COMPASSIONATE LEAVE**

- 45.1. All eligible full-time and part-time employees are entitled to compassionate and bereavement leave.
- 45.2. "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.
- 45.3. "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.
- 45.4. The entitlement to Compassionate and Bereavement leave is as follows:

- 45.4.1. Employees (other than casual employees) are entitled to up to three days paid leave on the death of a mother, father, partner, child, brother, sister, mother-in-law, father-in-law, stepmother, stepfather, grandfather, grandmother and grandchild, immediate family member or a member of the employees household, which can be taken at the employee's request without production of a medical certificate
- 45.4.2. 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.
- 45.4.3. The three days of paid leave may be taken in the following manner:
  - 45.4.3.1. Three days as compassionate leave prior to the death of the partner or child;
  - 45.4.3.2. Three days as bereavement leave following the death of the partner or child; or
  - 45.4.3.3. A combination of compassionate and bereavement leave up to a total of three days.
- 45.4.4. Provided that in the event that an employee is required to travel interstate to attend a funeral, it is at the discretion of the General Manager that a further two days leave may be granted.
- 45.4.5. Further 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.
- 45.5. Casual employee will be entitled to take the same leave periods as detailed in sub clause (d) above as unpaid leave.
- 45.6. 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.
- 45.7. An employee may take additional unpaid compassionate and/or bereavement leave by agreement with the employer.
- 45.8. 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.
- 45.9. In the event of the death of an employee's child or spouse, a mutually agreed amount of accrued personal/carers leave up to two weeks can be taken at the employee's request, without production of a medical certificate within the six months following the event. This will be at the discretion of the employer. This is in addition to normal agreement entitlements.

## **46. COMMUNITY SERVICES LEAVE**

- 46.1. 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.
- 46.2. An employee engages in a voluntary emergency management activity if, and only if:
- 46.2.1. the employee engages in an activity that involves dealing with an emergency or natural disaster; and
  - 46.2.2. 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
  - 46.2.3. the employee is a member of, or has a member-like association with, a recognised emergency management body; and
  - 46.2.4. either:
    - 46.2.4.1. the employee was requested by or on behalf of the body to engage in the activity; or
    - 46.2.4.2. 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.
- 46.3. 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.
- 46.4. All leave of absence taken under this clause will be paid at an employee's ordinary rate of pay.

## **47. JURY SERVICE**

- 47.1. 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.
- 47.2. 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.
- 47.3. 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.

#### 48. CEREMONIAL LEAVE

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

#### 49. FLEXIBILITY CLAUSE

49.1. An employer and employee covered by this enterprise agreement may agree to make an individual flexibility arrangement to vary the effect of terms of the agreement if:

49.1.1. the agreement deals with 1 or more of the following matters:

49.1.1.1. arrangements about when work is performed;

49.1.1.2. overtime rates;

49.1.1.3. penalty rates;

49.1.1.4. allowances;

49.1.1.5. leave loading; and

49.1.2. is genuinely agreed to by the employer and employee.

49.2. The employer must ensure that the terms of the individual flexibility arrangement:

49.2.1. are about permitted matters under section 172 of the Fair Work Act 2009; and

49.2.2. are not unlawful terms under section 194 of the Fair Work Act 2009; and

49.2.3. result in the employee being better off overall than the employee would be if no arrangement was made.

49.3. The employer must ensure that the individual flexibility arrangement:

49.3.1. is in writing; and

49.3.2. includes the name of the employer and employee; and

49.3.3. 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

49.3.4. includes details of:

49.3.4.1. the terms of the enterprise agreement that will be varied by the arrangement; and

49.3.4.2. how the arrangement will vary the effect of the terms; and

49.3.4.3. how the employee will be better off overall in relation to the terms and conditions of his or her employment as a result of the arrangement and states the day on which the arrangement commences.

- 49.4. The employer must give the employee a copy of the individual flexibility arrangement within 14 days after it is agreed to.
- 49.5. The employer or employee may terminate the individual flexibility arrangement:
  - 49.5.1. by giving no more than 28 days written notice to the other party to the arrangement; or
  - 49.5.2. if the employer and employee agree in writing - at any time.

## **50. DOMESTIC VIOLENCE LEAVE**

- 50.1. For the purpose of this clause, family violence is defined as violent or threatening behaviour (including physical, sexual, emotional, psychological or financial abuse) directed towards an employee by a member of the person's immediate family or household that causes the employee physical or psychological harm that has been reported to the police and/or may be the subject of an Apprehended Violence Order.
- 50.2. An employee experiencing family and domestic violence will have access to up to five (5) days per year of paid leave to attend legal proceedings, counselling, appointments with a medical or legal practitioner and relocation and safety activities directly associated with alleviating the effects of family and domestic violence. This leave entitlement is non-cumulative from year to year.
- 50.3. Upon exhaustion of the paid leave entitlement, an employee may request further periods of unpaid leave, for the same activities for which paid leave would be available.
- 50.4. To access paid and unpaid leave, where requested, the employee will provide the employer with evidence, to the employer's satisfaction, substantiating the purpose(s) of the leave and that the leave is related to alleviating the effects of family violence. Whilst an employer may accept a variety of evidence in support of an application for leave, if requested by the employer, the evidence shall constitute an Family Violence Order or Police Report. In collecting evidence in support of a leave application, to protect privacy, it will be sufficient for the Employer to source evidence establishing the definition of family violence. It will therefore generally be unnecessary to access significant detail related to the precise circumstances of the family violence.
- 50.5. Matters related to family violence can be sensitive matters and therefore, information collected by an employer associated with accessing leave will be managed in a sensitive manner. Employees encountering circumstances of family violence are also encouraged to discuss other ways where the Employer may be able to assist them.

SIGNATORIES

  
Signature on behalf of Healthscope Operations Pty Ltd

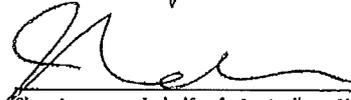
  
Witness Signature

I declare I am authorised to sign this Agreement on behalf of  
Healthscope Operations Pty Ltd

SENNY WILLIAMS - GENERAL MANAGER - HUMAN RESOURCES

Level 1, 312 St Kilda Road  
Melbourne 3004

4 August 2016  
Date

  
Signature on behalf of Australian Nursing & Midwifery  
Federation - Tasmanian Branch as a Bargaining Representative

  
Witness Signature

I declare that I am authorised to sign this Agreement on behalf  
of the named Bargaining Representative

Neroli Ellis, Branch Secretary  
ANMF (Tas Branch)  
182 Macquarie Street  
Hobart Tas 7000  
Address

5 August 2016  
Date

Signature on behalf of Health Services Union, Tasmania Branch  
as a Bargaining Representative

Witness Signature

I declare that I am authorised to sign this Agreement on behalf  
of the named Bargaining Representative

\_\_\_\_\_  
\_\_\_\_\_  
Address

\_\_\_\_\_  
Date

## **Schedule 1 - Wages and Allowances Schedule**

An employee appointed or promoted to a position within a classification or level prescribed by this Agreement shall be paid the salary rate determined for the relevant classification or level as per Appendix A - Wages Schedule.

### Nurse Undertaking Post Graduate Training

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

**APPENDIX A - WAGES SCHEDULE**

General Classifications	Wage rate at time of lodgement of agreement	Wage rate FFPP* on or after 01/07/2016	Wage rate FFPP* on or after 01/01/2017	Wage rate FFPP* on or after 01/07/2017	Wage rate FFPP* on or after 01/01/2018	Wage rate FFPP* on or after 01/07/2018	Wage rate FFPP* on or after 01/01/2019	Wage rate FFPP* on or after 01/07/2019	Wage rate FFPP* on or after 01/01/2020
		1.75%	1.75%	1.75%	1.75%	1.85%	1.85%	1.90%	1.90%
	Per hour	Per hour	Per hour	Per hour	Per hour	Per hour	Per hour	Per hour	Per hour
<b>Enrolled Nurses</b>									
1st Year of Service	\$26.8114	\$27.2806	\$27.7580	\$28.2438	\$28.7380	\$29.2697	\$29.8112	\$30.3776	\$30.9548
2nd Year of Service	\$27.3806	\$27.8598	\$28.3473	\$28.8434	\$29.3481	\$29.8911	\$30.4441	\$31.0225	\$31.6119
3rd Year of Service	\$27.9480	\$28.4371	\$28.9347	\$29.4411	\$29.9563	\$30.5105	\$31.0750	\$31.6654	\$32.2670
4th Year of Service	\$28.5166	\$29.0156	\$29.5234	\$30.0401	\$30.5658	\$31.1312	\$31.7072	\$32.3096	\$32.9235
5th Year of Service	\$29.0857	\$29.5947	\$30.1126	\$30.6396	\$31.1758	\$31.7525	\$32.3399	\$32.9544	\$33.5805
<b>EN Medication Endorsed</b>									
1st Year of Service	\$29.5112	\$30.0276	\$30.5531	\$31.0878	\$31.6318	\$32.2170	\$32.8131	\$33.4365	\$34.0718
2nd Year of Service	\$29.9367	\$30.4606	\$30.9937	\$31.5360	\$32.0879	\$32.6815	\$33.2862	\$33.9186	\$34.5630
3rd Year of Service	\$30.3500	\$30.8811	\$31.4215	\$31.9714	\$32.5309	\$33.1327	\$33.7457	\$34.3869	\$35.0402
<b>Registered Nurses</b>									
<b>RN Level 1</b>									
1st Year of Service	\$29.3688	\$29.8828	\$30.4057	\$30.9378	\$31.4792	\$32.0616	\$32.6547	\$33.2752	\$33.9074
2nd Year of Service	\$30.7890	\$31.3278	\$31.8760	\$32.4339	\$33.0015	\$33.6120	\$34.2338	\$34.8843	\$35.5471
3rd Year of Service	\$32.2091	\$32.7728	\$33.3463	\$33.9298	\$34.5236	\$35.1623	\$35.8128	\$36.4932	\$37.1866
4th Year of Service	\$33.6305	\$34.2190	\$34.8179	\$35.4272	\$36.0472	\$36.7140	\$37.3932	\$38.1037	\$38.8277
5th Year of Service	\$35.0508	\$35.6642	\$36.2883	\$36.9234	\$37.5695	\$38.2646	\$38.9724	\$39.7129	\$40.4675
6th Year of Service	\$36.4709	\$37.1091	\$37.7586	\$38.4193	\$39.0917	\$39.8149	\$40.5514	\$41.3219	\$42.1070
7th Year of Service	\$37.8911	\$38.5542	\$39.2289	\$39.9154	\$40.6139	\$41.3653	\$42.1305	\$42.9310	\$43.7467
8th Year of Service	\$39.3125	\$40.0005	\$40.7005	\$41.4127	\$42.1375	\$42.9170	\$43.7110	\$44.5415	\$45.3878
<b>RN Level 2</b>									
1st Year of Service	\$40.7327	\$41.4455	\$42.1708	\$42.9088	\$43.6597	\$44.4674	\$45.2901	\$46.1506	\$47.0274

General Classifications	Wage rate at time of lodgement of agreement	Wage rate FFPP* on or after 01/07/2016	Wage rate FFPP* on or after 01/01/2017	Wage rate FFPP* on or after 01/07/2017	Wage rate FFPP* on or after 01/01/2018	Wage rate FFPP* on or after 01/07/2018	Wage rate FFPP* on or after 01/01/2019	Wage rate FFPP* on or after 01/07/2019	Wage rate FFPP* on or after 01/01/2020
		1.75%	1.75%	1.75%	1.75%	1.85%	1.85%	1.90%	1.90%
	Per hour	Per hour	Per hour	Per hour	Per hour	Per hour	Per hour	Per hour	Per hour
2nd Year of Service	\$41.6794	\$42.4088	\$43.1509	\$43.9061	\$44.6744	\$45.5009	\$46.3427	\$47.2232	\$48.1204
3rd Year of Service	\$42.6257	\$43.3716	\$44.1307	\$44.9029	\$45.6887	\$46.5340	\$47.3949	\$48.2954	\$49.2130
4th Year of Service	\$43.5731	\$44.3356	\$45.1115	\$45.9010	\$46.7042	\$47.5682	\$48.4483	\$49.3688	\$50.3068
<b>RN Level 3</b>									
1st Year of Service	\$46.4601	\$47.2732	\$48.1004	\$48.9422	\$49.7987	\$50.7200	\$51.6583	\$52.6398	\$53.6399
2nd Year of Service	\$47.5512	\$48.3833	\$49.2301	\$50.0916	\$50.9682	\$51.9111	\$52.8714	\$53.8760	\$54.8997
3rd Year of Service	\$48.6440	\$49.4953	\$50.3614	\$51.2428	\$52.1395	\$53.1041	\$54.0865	\$55.1142	\$56.1613
4th Year of Service	\$49.7338	\$50.6041	\$51.4897	\$52.3908	\$53.3076	\$54.2938	\$55.2982	\$56.3489	\$57.4195
<b>RN Level 3A</b>	\$50.9237	\$51.8149	\$52.7216	\$53.6443	\$54.5830	\$55.5928	\$56.6213	\$57.6971	\$58.7933
<b>RN Level 3B</b>	\$53.8485	\$54.7908	\$55.7497	\$56.7253	\$57.7180	\$58.7858	\$59.8733	\$61.0109	\$62.1701
<b>RN Level 4</b>	\$55.3065	\$56.2744	\$57.2592	\$58.2612	\$59.2808	\$60.3775	\$61.4944	\$62.6628	\$63.8534
<b>RN Level 5</b>									
St Helens	\$61.7517	\$62.8324	\$63.9319	\$65.0507	\$66.1891	\$67.4136	\$68.6608	\$69.9653	\$71.2947
Hobart Private Hospital	\$66.4288	\$67.5913	\$68.7742	\$69.9777	\$71.2023	\$72.5196	\$73.8612	\$75.2645	\$76.6946

**APPENDIX B - ALLOWANCE SCHEDULE**

Allowances	Rate – Lodgement of Agreement	Rate FFPP* on or after 01/07/2016	Rate FFPP* on or after 01/01/2017	Rate FFPP* on or after 01/07/2017	Rate FFPP* on or after 01/01/2018	Rate FFPP* on or after 01/07/2018	Rate FFPP* on or after 01/01/2019	Rate FFPP* on or after 01/07/2019	Rate FFPP* on or after 01/01/2020
		1.75%	1.75%	1.75%	1.75%	1.85%	1.85%	1.90%	1.90%
<b>CI 18.5 Overtime Meal Allowance</b>	\$12.8700	\$13.0952	\$13.3244	\$13.5576	\$13.7948	\$14.0500	\$14.3100	\$14.5818	\$14.8589
<b>CI 18.5.1 Overtime Meal Allowance</b>	\$11.5900	\$11.7928	\$11.9992	\$12.2092	\$12.4228	\$12.6527	\$12.8867	\$13.1316	\$13.3811
<b>CI 18.6 Overtime Meal Allowance</b>									
Lunch or evening meal									
Two or three courses	\$5.2700	\$5.3622	\$5.4561	\$5.5515	\$5.6487	\$5.7532	\$5.8596	\$5.9710	\$6.0844
Single hot or cold main course	\$4.1900	\$4.2633	\$4.3379	\$4.4138	\$4.4911	\$4.5742	\$4.6588	\$4.7473	\$4.8375
Single (other course i.e. soup or sweet)	\$3.8400	\$3.9072	\$3.9756	\$4.0451	\$4.1159	\$4.1921	\$4.2696	\$4.3508	\$4.4334
All breakfasts	\$3.8400	\$3.9072	\$3.9756	\$4.0451	\$4.1159	\$4.1921	\$4.2696	\$4.3508	\$4.4334
<b>CI 28.6 Meal Allowances</b>									
Breakfast	\$8.6800	\$8.8319	\$8.9865	\$9.1437	\$9.3037	\$9.4759	\$9.6512	\$9.8345	\$10.0214
Lunch (or midday meal)	\$9.5800	\$9.7477	\$9.9182	\$10.0918	\$10.2684	\$10.4584	\$10.6519	\$10.8542	\$11.0605
Dinner (or evening meal)	\$16.8800	\$17.1754	\$17.4760	\$17.7818	\$18.0930	\$18.4277	\$18.7686	\$19.1252	\$19.4886
Meal provided by employee	\$2.6900	\$2.7371	\$2.7850	\$2.8337	\$2.8833	\$2.9366	\$2.9910	\$3.0478	\$3.1057
<b>CI 28 - In-charge Allowance (RN Level 1)</b>	\$35.9300	\$36.5588	\$37.1986	\$37.8495	\$38.5119	\$39.2244	\$39.9500	\$40.7091	\$41.4825
<b>CI 31 - Nominated Person Allowance - St Helens Campus</b>	\$23.9600	\$24.3793	\$24.8059	\$25.2400	\$25.6817	\$26.1569	\$26.6408	\$27.1469	\$27.6627
<b>CI 32 - Lead Apron</b>	\$2.9100	\$2.9609	\$3.0127	\$3.0655	\$3.1191	\$3.1768	\$3.2356	\$3.2971	\$3.3597
<b>CI 33 - Laundry Allowance</b>	\$0.0363	\$0.0369	\$0.0376	\$0.0382	\$0.0389	\$0.0396	\$0.0404	\$0.0411	\$0.0419

Allowances	Rate – Lodgement of Agreement	Rate FFPP* on or after 01/07/2016	Rate FFPP* on or after 01/01/2017	Rate FFPP* on or after 01/07/2017	Rate FFPP* on or after 01/01/2018	Rate FFPP* on or after 01/07/2018	Rate FFPP* on or after 01/01/2019	Rate FFPP* on or after 01/07/2019	Rate FFPP* on or after 01/01/2020
		1.75%	1.75%	1.75%	1.75%	1.85%	1.85%	1.90%	1.90%
<b>CI 21.4 Remote Call</b>									
On-call weekday	\$4.7900	\$4.87	\$4.9591	\$5.05	\$5.1342	\$5.23	\$5.3259	\$5.43	\$5.5302
On-call weekend	\$5.9900	\$6.0948	\$6.2015	\$6.3100	\$6.4204	\$6.5392	\$6.6602	\$6.7867	\$6.92

## **SCHEDULE 2 Principles of Nursing Workload Management**

### **PRINCIPLES OF NURSING WORKLOAD MANAGEMENT**

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

#### **1. Prevention of sustained unreasonable workload**

The employer shall ensure that the work to be performed by an employee to whom this arrangement applies constitutes a workload at a level that is not a sustained manifestly unfair or unreasonable workload having regard to the skills, experience and classification of the employee.

The employer is committed to ensuring that staffing levels are appropriate, in order to ensure the delivery of high quality patient care and a safe working environment for nurses.

#### **2. Duty to allocate and roster nurses in accordance with the principles of workload management**

The parties agree that existing flexibility and appropriate skill mix in respect of staffing will be maintained. The current practice of staffing based on collaboration between Nursing Administration and Ward/unit management will continue on a shift basis, taking into account both occupancy and patient acuity.

HPPD shall be agreed with each Nurse Unit Manager. Criteria for Level 2 staff will be a minimum of three years' experience in specialty area and/or preferably have relevant postgraduate training and qualifications. Level 2 staff will be appointed to ensure sufficient support for the Nurse Unit Manager and they will support clinical load and assist in managing ward activity.

The following principles will be considered for rostering outcomes to meet estimated workloads:

- Work Hours per Patient Day (WHPPD) shall be agreed for each unit with the Clinical Nurse Manager and shall be identified as;
  - nursing hours which demonstrate CNM & Educator hours
  - non-nursing hours which demonstrates ancillary staff hours
- Clinical assessment of patient needs;
- The demands of the environment such as ward layout;
- Statutory obligations including workplace safety and health legislation;
- The requirements of nurse regulatory legislation and professional standards; and
- Reasonable workloads.
- Appropriate skill mix.
- National standards will be implemented for specialty practice settings.

#### **3. Rostering**

Each ward shall have a 25% Level 2 Registered Nurse ratio FTE as far as is practically possible.

(i) Provided that positions at Level 3 and above shall not be taken into account for the purpose of the calculation.

(ii) Level 2 Nurses/Shift Co-ordinators will be provided with Management day/s to complete portfolios and to undertake additional requirements of the role and that the actual day/s taken will be negotiated with the relevant CNM within the constraints of the roster.

(iii) In the absence of provision of Management day/s as agreed the nurse may be unable to complete all requirements of the portfolio or other requirements of the role. Inability to complete due to failure of

provision of paid management day/s will not be regarded as a failure to perform the role as an RN L2/Shift Co-ordinator.

a. No more than one Level 2 Nurse shall be rostered on each weekend shift subject to unit needs and at the discretion of the Clinical Nurse Manager of the unit.

b. Final ratification and publication of the completed roster is the responsibility of the Clinical Nurse Manager.

c. All roster changes after the roster is ratified, shall be in accordance with the following:

- All changes must be approved on the authorised form.
- Skill mix is maintained as per the ratified roster.
- Clinical Nurse Manager must authorise all changes; in the absence Level 3A Coordinator may authorise a change.
- The approving Clinical Nurse Manager/3A notifies the Roster Office of change of shift.

(iv) Staff able to work extra shifts should notify the Roster Office Coordinator of their availability. The Roster Office Coordinator is to be notified if individual staff availability changes.

(v) Clinical Nurse Manager or designated in- charge nurse to have no regular patient load.

(vi) Each shift to have a designated shift co-ordinator with no regular patient load if the Hospital deems this as necessary.

(vii) No more than six consecutive days to be rostered unless by mutual agreement.

(viii) Individual night shifts not to be interspersed between afternoon and day shifts unless mutually agreed.

#### 4. WHPPD Consultative Committee

(i) Healthscope shall establish a WHPPD Consultative Committee. The membership of this committee shall comprise of equal management and staff representatives.

(ii) The function of the committee is to oversee and monitor workloads at both sites.

(iii) For the purpose of undertaking its function the committee shall meet regularly and the frequency shall be determined by the committee.

(iv) Periodically, but not less than every six months the committee shall provide a report summarizing issues raised and steps taken to address these issues. The reports shall contain information sufficient to meet the needs of the committee, but shall include:

- Provision of available data about levels and changes of workloads. Such data shall not include that which, in the opinion of Healthscope, is commercially sensitive;
- Outline measures the employer has taken to address and/or relieve the workload, including specific steps taken and the" evaluation of this progress.

(v) If the issue is perceived not to have been satisfactorily addressed, it may be referred to the workload monitoring committee (WMC). The employee may be represented by their workplace representatives.

(vi) The WMC shall accept unresolved workload management issues in writing and will make recommendation/s to address those issues so far as they impact upon workloads.

(vii) The WMC shall acknowledge receipt, inform the party of the date of the meeting to address the issue and shall endeavour to process issues expeditiously and to provide feedback as soon as possible.

(viii) The confidentiality of employees who make submissions to the WMC shall be respected.

(ix) Employees may make submissions to the WMC either as individuals or as a group through the relevant employee representative.

(x) The WMC shall be kept informed of the relevant activities and deliberations in regard to workload management issues raised under this clause.

(xi) The parties agree to work towards the implementation of flexible rostering arrangements as part of the overall review of workload management to be undertaken during the life of this agreement.

In the event that the WMC cannot resolve an issue, a party may refer the matter to Fair Work Australia for resolution by conciliation and if necessary, arbitration.

## 5. Grievance Procedure

A grievance in relation to workloads shall in the first instance be raised with the appropriate manager. If the matter remains unresolved then, the dispute resolution process detailed in Clause 8 of the Healthscope Hobart Nurses Enterprise Agreement 2011 will be followed. The internal stages of the grievance shall be concluded within 10 working days.

Should any nurse in any one ward or unit feel the workloads are unreasonably heavy, on a regular basis, and then they have a responsibility to document their concerns to their nurse manager. The nurse manager shall investigate any issue that is raised within 48 hours and provide a response to the issues. It is the intent of the parties that the issue be initially dealt with as close to the source as possible, with graduated steps for further discussion and resolution at higher authority levels where necessary.

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

(i) Unreasonable or excessive patient care or nursing duties is required of a nurse other than occasionally and infrequently;

(ii) To perform nursing duty to a professional standard, a nurse is effectively obliged to work unpaid overtime on a regularly recurring basis;

(iii) A reasonable complaint to the appropriate manager about capacity to observe mandatory patient care standards has not been responded to and acted upon within a reasonable timeframe;

(iv) A particular nurse or group of nurses is being consistently placed under an unreasonable or unfair burden or lack of adequate professional guidance because of the workload or the staffing skill mix of the team;

(v) The workload denies any reasonable access to professional development.

## 6. Training and Education

Healthscope will provide training and education to assist in understanding the application of the rostering principles.

5 October 2016



Healthscope

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Dear ██████████

**AG2016/4234 – Application to approve the *Healthscope – Tasmania – Nurses – Enterprise Agreement 2016-2020* – Undertaking pursuant to s. 212 of the *Fair Work Act 2009*.**

I write following recent correspondence regarding the approval of the abovementioned enterprise agreement.

In support of the approval of the abovementioned enterprise agreement, Healthscope Operations Pty Ltd wishes to make the following undertakings:

- **Clause 25 – Parental Leave** – Notwithstanding Clause 25 of the Agreement, Healthscope acknowledges that an employee is entitled to Parental Leave in accordance with the National Employment Standards generally, and Section 76 of the Act in particular.
- **Clause 41.6 – Redundancy** – With reference to the table in Clause 41.6 of the enterprise agreement, for an employee with more than one year of service but less than two years of service, who is aged less than 45 years, the entitlement to notice will be 2 weeks' pay and the entitlement to severance will be 4 weeks' pay (i.e., a total of 6 weeks' pay).
- **Clause 41.5.1 – Notice Period in Redundancies** – The existing wording of Clause 41.5.1 will be replaced with the wording "*The employer undertakes to provide the maximum possible notice of the need to make a position(s) redundant.*" Notwithstanding the terms of Clause 41.5.1, the notice period that would apply in any redundancy situation will be no less than the notice period specified in the National Employment Standards of the Act.

Yours sincerely

Jenny Williams  
General Manager – Human Resources  
Healthscope Operations Pty Ltd