



# DECISION

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

**The Hobart Clinic Association T/A The Hobart Clinic**  
(AG2020/1214)

## THE HOBART CLINIC NURSES ENTERPRISE AGREEMENT 2019

Health and welfare services

DEPUTY PRESIDENT CLANCY

MELBOURNE, 2 JUNE 2020

*Application for approval of The Hobart Clinic Nurses Enterprise Agreement 2019.*

[1] An application has been made for the approval of an enterprise agreement known as *The Hobart Clinic Nurses Enterprise Agreement 2019* (the Agreement). The application was made pursuant to s.185 of the *Fair Work Act 2009* (the Act). It has been made by The Hobart Clinic Association T/A The Hobart Clinic. The Agreement is a single enterprise agreement.

[2] The Agreement does not cover all of the employees of The Hobart Clinic, however, taking into account the factors in s.186(3) and s.186(3A) I am satisfied that the group of employees was fairly chosen.

[3] I note that Clause 12(c)(ii) provides that where the employee fails to give the required notice of termination, the employer may withhold *from any monies due* to the employee an amount not exceeding the amount the employee would have been paid under the Agreement in respect of the period of notice required by Clause 12, less any period of notice actually given by the employee. In my view, this clause may not be a permitted deduction within the meaning of s.324 of the Act if applied in relation to “monies” due that relate to untaken paid annual leave, and pursuant to s.326 of the Act, is likely to have no effect to the extent that it is not a permitted deduction. However, notwithstanding my views on that, it is not a matter to which I am to have regard in terms of whether or not the Agreement should be approved and does not represent a barrier to the approval of the Agreement.

[4] I also observe that certain provisions within Clauses 13 and 27 of the Agreement (clause 13(a)(ii) and clause 27(c)(v)) may be inconsistent with the National Employment Standards (NES). However, noting clause 6 of the Agreement, I am satisfied the more beneficial entitlements of the NES will prevail where there is an inconsistency between the Agreement and the NES.

[5] The Hobart Clinic has provided written undertakings. A copy of the undertakings is attached in Annexure A. They were not the subject of objection from either the Health Services Union, Tasmania Branch (HACSU) or the Australian Nursing and Midwifery

Federation (Tas Branch) (the ANMF). 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. The undertakings are taken to be terms of the Agreement.

[6] Subject to the undertakings referred to above, and on the basis of the material contained in the application and accompanying statutory declaration, together with the matters discussed at the Telephone Mention on 26 May 2020, 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.

[7] HACSU and the ANMF, 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) and based on the statutory declarations provided by them, I note that the Agreement covers both HACSU and the ANMF.

[8] The Agreement is approved and, in accordance with s.54(1)(b), will operate from 9 June 2020. The nominal expiry date of the Agreement is 30 September 2023.



DEPUTY PRESIDENT

Printed by authority of the Commonwealth Government Printer

<AE508200 PR719872>

## Annexure A

### IN THE FAIR WORK COMMISSION

FWC Matter No. AG2020/1214

Applicant: The Hobart Clinic Association trading as The Hobart Clinic

### UNDERTAKINGS

The Hobart Clinic Association trading as The Hobart Clinic, in accordance with section 190 of the *Fair Work Act 2009*, gives the following undertaking with respect to the *The Hobart Clinic Nurses Enterprise Agreement 2019* ("the Agreement"):

1. That each grade of Nursing assistant performing overtime or shift work will receive a rate of pay that is better off overall than the rate of pay that would be payable to each grade of Nursing assistant under the *Nurses Award 2010*.
2. That if a Nursing Assistant of any grade performs work between 6.00pm and 7.00pm Monday to Friday as part of either a casual or part time engagement, they will be paid for that engagement at a rate, that is better off overall than the rate for that engagement that would be payable under the *Nurses Award 2010*.
3. That Clause 37 (xi) is replaced with the following:

For work on a public holiday a casual employee shall be paid their relevant classification hourly rate provided at Schedule A of the Agreement, plus the casual leave loading provided at clause 11 (c) (iv) multiplied by 190%.



Kate Beven  
Manager People & Culture  
The Hobart Clinic

1 June 2020

THE  
HOBART  
CLINIC

*Excellence in Mental Health*

## **Nurses Enterprise Agreement 2019**

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

## TABLE OF CONTENTS

PART 1 - GENERAL .....	6
1. AGREEMENT TITLE .....	6
2. PARTIES TO THE AGREEMENT .....	6
3. SCOPE OF THIS AGREEMENT .....	6
4. DATE AND PERIOD OF OPERATION .....	6
5. ACCESS TO THIS AGREEMENT AND THE NATIONAL EMPLOYMENT STANDARDS .....	6
6. THE NATIONAL EMPLOYMENT STANDARDS AND THIS AGREEMENT .....	6
7. DEFINITIONS .....	7
PART 2 – CONSULTATION AND FLEXIBILITY .....	8
8. CONSULTATION REGARDING CHANGE .....	8
9. INDIVIDUAL FLEXIBILITY .....	10
PART 3 – EMPLOYMENT CONDITIONS .....	11
10. CONTRACT OF EMPLOYMENT .....	11
11. EMPLOYMENT CATEGORIES .....	12
(a) FULL-TIME EMPLOYEES .....	12
(b) PART-TIME EMPLOYEES .....	12
(c) CASUAL EMPLOYEES .....	12
12. TERMINATION OF EMPLOYMENT .....	13
(a) NOTICE OF TERMINATION BY THE EMPLOYER .....	13
(b) DISCUSSIONS PRIOR TO DECISION TO TERMINATE EMPLOYMENT .....	14
(c) NOTICE OF TERMINATION BY THE EMPLOYEE .....	14
13. REDUNDANCY .....	14
(a) REDUNDANCY .....	14
(b) COMMITMENT TO CONSULT .....	15
(c) REDEPLOYMENT AND RETRAINING .....	15
(d) NOTICE OF REDUNDANCY .....	15
(e) VOLUNTARY REDUNDANCY .....	15
(f) REDUNDANCY PACKAGE .....	16
(g) FINANCIAL COUNSELLING .....	17
(h) LEAVE .....	17
(i) NOTIFICATION OF VACANCY .....	17
14. EMPLOYEE PATIENT RATIO SKILL MIX .....	17
15. DAYLIGHT SAVINGS .....	17

16.	CLOTHING.....	18
(a)	CLOTHING.....	18
PART 5 – SALARIES AND RELATED MATTERS .....		18
17.	WAGE INCREASES.....	18
18.	PAYMENT OF WAGES.....	18
(a)	TIME AND INTERVAL OF PAYMENT .....	18
(b)	METHOD OF PAYMENT .....	18
(c)	STATEMENT OF WAGES .....	19
(d)	DEDUCTION OF MONIES .....	19
(e)	LATE PAYMENT OF WAGES .....	19
(f)	PAYMENT ON TERMINATION .....	20
19.	SUPERANNUATION .....	20
(a)	SUPERANNUATION LEGISLATION.....	20
(b)	EMPLOYER CONTRIBUTIONS.....	21
(c)	VOLUNTARY EMPLOYEE CONTRIBUTIONS .....	21
(d)	DEFAULT SUPERANNUATION FUND.....	21
20.	SALARY PACKAGING.....	21
21.	ALLOWANCES.....	23
(a)	ALLOWANCES NOT TO BE TAKEN INTO ACCOUNT.....	23
(b)	HIGHER DUTIES.....	24
(c)	TRAVEL MEAL ALLOWANCE.....	24
(d)	OVERTIME MEAL ALLOWANCE .....	24
(e)	MEAL CHARGES .....	24
(f)	CHIEF FIRE WARDEN.....	24
(g)	LICENCE ALLOWANCE.....	24
(h)	POST GRADUATE ALLOWANCE .....	25
(i)	PRECEPTOR ALLOWANCE – .....	25
(j)	VEHICLE ALLOWANCE.....	25
22.	TRAVELLING AND EXCESS FARES.....	25
(a)	TRAVELLING.....	25
(b)	EXCESS FARES .....	26
23.	ACCELERATED ADVANCEMENT.....	26
PART 6 – HOURS OF WORK.....		26
24.	HOURS OF WORK .....	26
(a)	ORDINARY HOURS OF WORK – DAY WORKERS .....	26

(b)	ACCRUED DAY OFF .....	27
(c)	MEAL BREAK .....	27
(d)	REST BREAK .....	27
(e)	SHIFT WORK .....	28
(f)	ROSTERING .....	29
25.	OVERTIME .....	30
(a)	REQUIREMENT TO WORK REASONABLE OVERTIME .....	30
(b)	PAYMENT FOR WORKING OVERTIME – DAY WORKERS .....	30
(c)	PAYMENT FOR WORKING OVERTIME – SHIFT WORKERS .....	31
(d)	REST PERIOD AFTER OVERTIME .....	31
(e)	TIME OFF IN LIEU OF OVERTIME .....	32
(f)	REGISTERED NURSE LEVEL 5 .....	32
26.	CALL ARRANGEMENTS .....	32
(a)	CALL BACK .....	32
(b)	CLOSE CALL .....	32
(c)	REMOTE CALL .....	33
PART 7 – LEAVE ENTITLEMENTS & PUBLIC HOLIDAYS .....		33
27.	ANNUAL LEAVE .....	33
(a)	PERIOD OF LEAVE .....	33
(b)	PUBLIC HOLIDAYS .....	34
(c)	OTHER PERIODS OF LEAVE .....	34
(d)	TIME OF TAKING LEAVE .....	34
(e)	CASHING OUT OF ANNUAL LEAVE .....	34
(f)	PAYMENT FOR PERIOD OF LEAVE .....	35
(g)	PAYMENT FOR ACCRUED BUT UNTAKEN LEAVE ON TERMINATION .....	35
(h)	ANNUAL LEAVE LOADING .....	35
(i)	CALCULATION OF CONTINUOUS SERVICE .....	35
(j)	ANNUAL LEAVE IN ADVANCE .....	36
(k)	SINGLE DAY ABSENCES .....	36
(l)	EMPLOYER INSTIGATED CANCELLATION OF LEAVE .....	36
(m)	EXCESS ANNUAL LEAVE ACCRUAL .....	37
28.	PERSONAL / CARER'S LEAVE .....	39
(a)	AMOUNT OF PAID PERSONAL / CARER'S LEAVE .....	39
(b)	PERSONAL LEAVE .....	39
(c)	CARER'S LEAVE .....	39

(d)	UNPAID CARER'S LEAVE .....	40
29.	COMPASSIONATE LEAVE .....	40
30.	PARENTAL LEAVE .....	41
31.	LONG SERVICE LEAVE .....	42
32.	COMMUNITY SERVICE LEAVE .....	42
33.	CEREMONIAL LEAVE .....	43
34.	STUDY LEAVE .....	43
35.	FAMILY AND DOMESTIC VIOLENCE .....	44
(a)	DEFINITION OF FAMILY AND DOMESTIC VIOLENCE .....	44
(b)	FAMILY AND DOMESTIC VIOLENCE LEAVE .....	44
(c)	NOTICE AND EVIDENTIARY REQUIREMENTS .....	44
(d)	REFERRAL TO EMPLOYEE ASSISTANCE PROGRAM .....	45
36.	JURY SERVICE .....	45
37.	PUBLIC HOLIDAYS .....	45
PART 8 – UNION MATTERS .....		46
38.	UNION DELEGATES RIGHTS .....	46
(a)	LEAVE FOR UNION DELEGATES TO PERFORM SPECIFIED ROLES .....	46
(b)	UNION DELEGATES APPLICATION TO EMPLOYER FOR LEAVE .....	47
PART 9 – DISPUTE RESOLUTION .....		48
39.	DISPUTE RESOLUTION PROCEDURE .....	48
(a)	APPLICATION .....	48
(b)	GENERAL PRINCIPLES .....	48
(c)	INTERNAL DISPUTE RESOLUTION PROCESS .....	49
(d)	EXTERNAL DISPUTE RESOLUTION PROCESS .....	50
SIGNATORIES .....		51
SCHEDULE A – WAGE RATES .....		55
SCHEDULE B – ALLOWANCE RATES .....		57
SCHEDULE C – CLASSIFICATION DESCRIPTORS .....		58



## **PART 1 - GENERAL**

### **1. AGREEMENT TITLE**

This Agreement shall be known as *The Hobart Clinic Nurses Enterprise Agreement 2019*.

### **2. PARTIES TO THE AGREEMENT**

The parties to this Agreement are

- (a) The Hobart Clinic Association trading as The Hobart Clinic (ACN 009 543 828); and
- (b) Employees employed by The Hobart Clinic as classified in Schedule C of this Agreement; and
- (c) The Australian Nursing and Midwifery Federation, Tasmanian Branch (ANMF); and
- (d) The Health Services Union, Tasmania Branch (HACSU)

### **3. SCOPE OF THIS AGREEMENT**

This Agreement applies to employees to the exclusion of any other enterprise agreement or modern award employed by The Hobart Clinic as classified in Schedule C of this Agreement.

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

This Agreement shall commence operation on the seventh day after approval by the Fair Work Commission. The nominal expiry date of the Agreement will be 30 September 2023. The Agreement shall continue to operate beyond the nominal expiry date, until replaced or terminated in accordance with the Fair Work Act 2009.

### **5. ACCESS TO THIS AGREEMENT AND THE NATIONAL EMPLOYMENT STANDARDS**

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

### **6. THE NATIONAL EMPLOYMENT STANDARDS AND THIS AGREEMENT**

- (a) The NES and this Agreement contain the minimum conditions of employment for employees covered by this Agreement.

- (b) Nothing in this Agreement will operate to provide a less favourable entitlement for employees in a particular respect than that provided by the NES.
- (c) Employee entitlements under this Agreement:
  - (i) apply unless a superior condition applies in accordance with the NES; and
  - (ii) are provided in satisfaction of, and not in addition to, entitlements under the NES.

## 7. DEFINITIONS

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

**Afternoon shift** means a shift finishing after 6.00pm, and at or before midnight.

**AHPRA** means the Australian Health Practitioner Regulation Agency.

**Agreement** means The Hobart Clinic Nursing Enterprise Agreement 2019.

**Clerical Employee** means an employee who undertakes general clerical functions as their primary duties.

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

**Day Worker** means an employee whose weekly ordinary hours of work are performed between the period 7.00 a.m. and 7.00 p.m. Monday to Friday.

**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 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.

**Employer** means The Hobart Clinic association trading as The Hobart Clinic (ACN 009 543 828).

**FWC** means the Fair Work Commission.

**Immediate Family** means: a spouse, de facto partner, child, parent, grandparent, grandchild, sibling or other person with whom the employee has a significant relationship; or a child, parent, grandparent, grandchild, sibling or other person with whom the employee's spouse or de facto partner has a significant relationship.

**Management Unit** means a grouping of units as agreed between the parties.

**NES** means National Employment Standards.

**Night Shift** means a nursing shift that is not day work or a day or afternoon shift.

**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 with reasonably predictable hours of work.

**Relevant Agreement Rate** means the rate specified for the appropriate year of service applicable to the employee in the appropriate classification, excluding all allowances, loadings and other payments.

**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.

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

**Shift Worker** means an employee who is regularly rostered to work their ordinary hours of work outside the ordinary hours of work as defined for a **Day Worker** above.

**Spouse** includes former spouse.

## **PART 2 – CONSULTATION AND FLEXIBILITY**

### **8. CONSULTATION REGARDING CHANGE**

- (a) If the employer is seriously considering major workplace changes that are likely to have a significant effect on the employees covered by this agreement, the employer must consult with the union and any employees who will be affected by the decision.
- (b) As soon as practicable the employer must discuss with the union and relevant employees the introduction of the change; and the effect the change is likely to have on the employees. The employer must discuss measures to avert or mitigate the adverse effect of the change on the employees.
- (c) Relevant employees may appoint a representative for the purposes of the procedures in this clause. If:
  - (i) a relevant employee appoints, or relevant employees appoint, a representative for the purposes of consultation; and
  - (ii) the employee or employees advise the employer of the identity of the representative;the employer must recognise the representative.
- (d) For the purposes of the discussion the employer will provide the union and relevant employees in writing:
  - (i) all relevant information about the change including the nature of the change proposed; and
  - (ii) information about the expected effects of the change on the employees; and
  - (iii) any other matters likely to affect the employees.
- (e) The employer must give prompt and genuine consideration to matters raised about the major change by the relevant employees.
- (f) 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.

- (g) The employer must act in good faith in relation to the consultation process provided in this clause.
- (h) While the process described in this clause is underway, the parties will respect the status quo.
- (i) In this clause:
  - (i) **'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.
  - (ii) **"A major change is likely to have a significant effect on employees"** if it results in:
    1. the termination of the employment of employees; or
    2. major change to the composition, operation or size of the employer's workforce or to the skills required of employees; or
    3. the elimination or diminution of job opportunities (including opportunities for promotion or tenure); or
    4. the alteration of hours of work; or
    5. the need to retrain employees; or
    6. the need to relocate employees to another workplace; or
    7. the restructuring of jobs; or
    8. changes to the legal or operational structure of the employer or business.
- (j) If the employer proposes to introduce a change to the regular roster or ordinary hours of work of employees:
  - (i) the employer must notify the relevant employees of the proposed change; and
  - (ii) subclauses (k) to (p) below apply.
- (k) The relevant employees may appoint a representative for the purposes of the procedures in this subclause.
- (l) If:
  - (i) a relevant employee appoints, or relevant employees appoint, a representative for the purposes of consultation; and
  - (ii) the employee or employees advise the employer of the identity of the representative;
 the employer must recognise the representative.
- (m) As soon as practicable after proposing to introduce the change, the employer must:
- (n) Discuss with the relevant employees the introduction of the change; and
- (o) For the purposes of the discussion – provide to the relevant employees:
  - (i) all relevant information about the change, including the nature of the change;
  - (ii) information about what the employer reasonably believes will be the effects of the change on the employees; and

- (iii) information about any other matters that the employer reasonably believes are likely to affect the employees; and
- (iv) Invite the relevant employees to give their views about the impact of the change (including any impact in relation to their family or caring responsibilities).
- (p) However, the employer is not required to disclose confidential or commercially sensitive information to the relevant employees.
- (q) The employer must give prompt and genuine consideration to matters raised about the change by the relevant employees.
- (r) In this term, **relevant employees** mean the employees who may be affected by a change referred to in subclause (a) or (j) above.

## 9. INDIVIDUAL FLEXIBILITY

- (a) The employer and an employee covered by this Agreement may agree to make an individual flexibility arrangement to vary the effect of the terms of this Agreement, subject to it being made in accordance with the Act, if:
  - (i) the agreement deals with one (1) or more of the following matters:
    1. arrangements about when work is performed;
    2. overtime rates;
    3. penalty rates;
    4. allowances;
    5. leave loading; and
  - (ii) the arrangement meets the genuine needs of the employer and employee in relation to one (1) or more of the matters mentioned in paragraph (a)(i) above; and
  - (iii) the arrangement is genuinely agreed to by the employer and employee.
- (b) The relevant employee may appoint a representative for the purposes of the procedures in this term.
- (c) The employer must ensure that the terms of the individual flexibility arrangement:
  - (i) are about permitted matters under section 172 of the Act; and
  - (ii) are not unlawful terms under section 194 of the Act; and
  - (iii) result in the employee being better off overall than the employee would be if no arrangement was made.
- (d) The employer must ensure that the individual flexibility arrangement:
  - (i) is in writing; and
  - (ii) includes the name of the employer and employee; and
  - (iii) is signed by the employer and employee and if the employee is under 18 years of age, signed by a parent or guardian of the employee; and

- (iv) includes details of:
  - 1. the terms of the Enterprise Agreement that will be varied by the arrangement; and
  - 2. how the arrangement will vary the effect of the terms; and
  - 3. how the employee will be better off overall in relation to the terms and conditions of his or her employment as a result of the arrangement; and
  - 4. states the day on which the arrangement commences.
- (e) The employer must give the employee a copy of the individual flexibility arrangement within 14 days after it is agreed to.
- (f) The employer or employee may terminate the individual flexibility arrangement:
  - (i) by giving no more than 28 days' written notice to the other party to the arrangement; or
  - (ii) if the employer and employee agree in writing — at any time.

## **PART 3 – EMPLOYMENT CONDITIONS**

### **10. CONTRACT OF EMPLOYMENT**

- (a) Each employee shall receive a letter stating the place of work, expected hours to be worked each fortnight, classification, position title, and name of applicable employment instrument.
- (b) Promotion shall be by merit provided that no employee with a claim to seniority shall be passed over without having their claim investigated or adjusted.
- (c) The employer may direct an employee to carry out such duties as are within the limits of an employee's skill, competence and training consistent with the classification structure of this Agreement.
- (d) This provision should not deny such employee any Agreement entitlement which might be applicable for performing work at a higher classification; nor should the provision enable the employer to pay an employee at a rate lower than the substantive classification for performing work of a lower classification.
- (e) Employment shall be fortnightly except for casual employees.
- (f) An employee (other than a casual employee) who is subject to this Agreement, is entitled to be paid in respect of any week, their normal weekly wage at a rate fixed by the Agreement, including overtime and other penalty rates, if any, if:
  - (i) due to the act, default or order of the employer, the employee does not work for the maximum number of ordinary working hours specified in the Agreement (in the case of a full-time employee) and the maximum number of ordinary working hours which the employee is contracted to work (in the case of part-time employees); and
  - (ii) the employee is ready and willing to work during those ordinary working hours specified in (a) above in that week.

## **11. EMPLOYMENT CATEGORIES**

### **(a) FULL-TIME EMPLOYEES**

A full-time employee is a permanent employee who is engaged to work an average of 38 hours per week.

### **(b) PART-TIME EMPLOYEES**

- (i) A part-time employee is a permanent employee who is engaged to work less than an equivalently classified full-time employee and has reasonably predictable hours of work. A part-time employee accrues paid leave entitlements on a pro rata basis based on the number of ordinary hours worked by the employee in each pay cycle.
- (ii) The wage rates payable per hour shall be as per Schedule A of this Agreement.
- (iii) Before commencing part-time employment, the employer and a employee will agree in writing the guaranteed minimum number of hours to be worked and the rostering arrangements which will apply to those hours.
- (iv) Part-time employees shall be provided with a minimum of two (2) continuous hours' work or, alternatively, paid for a minimum of two (2) hours on each occasion they are required to attend for work. 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.
- (v) Unless a part-time employee otherwise agrees, the employer shall provide 24 hours' notice of the cancellation of any extra shift other than the employee's contracted hours. Any part-time employee who does not receive such notice shall be paid their ordinary hourly rate for the period they would have worked had the shift not been cancelled.
- (vi) A nurse who has their shift cancelled with less than 24 hours' notice and who has incurred child care fees as a result of the short notice loss of shift shall, on presentation of receipts to the employer, be entitled to a full reimbursement of these child care costs.

### **(c) CASUAL EMPLOYEES**

- (i) A casual employee is an employee, other than a full-time or part-time employee, who is paid and engaged as such on an hourly basis up to 38 hours per week and does not work on a regular and systematic basis.
- (ii) Casual employees shall be provided with a minimum of three (3) continuous hours' work or, alternatively, paid for a minimum of three (3) hours on each occasion they are required to attend for work. However, where work practices are such that it is inappropriate to apply the conditions stipulated by this provision, such conditions may be varied by mutual agreement between the employees and the employer.
- (iii) Unless a casual employee otherwise agrees, the employer shall provide 24 hours' notice of the cancellation of any shift. Any casual employee who does not receive such notice

shall be paid their ordinary hourly rate for the period they would have worked had the shift not been cancelled.

- (iv) A casual employee, for working ordinary time, shall be paid per hour 1/38th of the weekly rates prescribed for the work which they perform. In addition, a casual employee shall receive an additional 25% of the ordinary hourly rate in respect of each hour for which they are paid; such additional amount is to be payment in lieu of annual leave, personal leave and public holidays.

(v) Casual Conversion

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

## **12. TERMINATION OF EMPLOYMENT**

### **(a) NOTICE OF TERMINATION BY THE EMPLOYER**

- (i) The period of notice in this clause shall not apply in the case of casual employees or employees engaged for a specific period of time or for a specific task or tasks. Except for serious misconduct justifying summary dismissal, the services of an employee shall be terminated by notice as follows:

<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

- (ii) Notice of termination must be in writing.
- (iii) In addition to this notice, where the employee is over forty five (45) years of age at the time of the giving of the notice with not less than two (2) years' continuous service, they will be entitled to an additional weeks' notice other than casuals.
- (iv) 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.
- (v) 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.



1. Notwithstanding the foregoing provisions, where the employee has been engaged as a trainee for a specific period of time, once the traineeship is completed and provided that the trainees' services are retained, the trainee is entitled to have all service including the training period counted in determining entitlements.
2. In the event that a trainee is terminated at the end of the traineeship and is re-engaged by the employer within six (6) months of such termination the period of traineeship shall be counted as service in determining any future termination.

**(b) DISCUSSIONS PRIOR TO DECISION TO TERMINATE EMPLOYMENT**

- (i) Prior to determining whether to terminate the employment of an employee on the grounds other than in the instance of serious misconduct justifying summary dismissal, the employer shall:
  1. inform the employee that the termination of their employment is being considered; and
  2. advise the employee of the reasons for possible termination; and
  3. provide the employee with an opportunity to respond to any allegations regarding their conduct or performance
- (ii) An employee shall be given reasonable time to respond, and shall be provided with details of any relevant material. An employee who wishes to be represented may, at the request of the employee, be represented by a representative of the employee's choice, which may be a union representative.
- (iii) Any request by the employee to meet and discuss the matter shall not be unreasonably refused.
- (iv) If termination of employment is considered due to an employee's unsatisfactory performance, the employer shall not proceed to termination without first providing that employee a reasonable opportunity to address the unsatisfactory performance.

**(c) NOTICE OF TERMINATION BY THE EMPLOYEE**

- (i) The notice of termination required to be given by the employee is the same as notice required by the employer set out in 12(a)(i) above.
- (ii) If an employee fails to give the required notice the employer may, with the written authority of the employee, withhold from any monies due to the employee on termination under this Agreement, an amount not exceeding the amount the employee would have been paid under this Agreement in respect of the period of notice required by this clause less any period of notice actually given by the employee.

**13. REDUNDANCY**

**(a) REDUNDANCY**

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

- (ii) This redundancy clause shall not apply in cases where alternative employment for an employee has been facilitated by the employer. Such alternative employment would include the transfer of entitlements.

(b) **COMMITMENT TO CONSULT**

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

(c) **REDEPLOYMENT AND RETRAINING**

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

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

(d) **NOTICE OF REDUNDANCY**

- (i) The employer undertakes to provide the maximum reasonably practical notice of the need to make a position(s) redundant. In all cases however, the minimum period of notice for employees will be:

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

- (ii) The required notice period will be increased by one (1) week if the employee is over 45 years of age at the time of termination.

(e) **VOLUNTARY REDUNDANCY**

- (i) In the event that it is necessary for the employer to make a position(s) redundant, the employer will, in the first instance, seek expressions of interest from all employees, in volunteering for a redundancy package.
- (ii) PROVIDED that, the employer will only be required to seek such expressions of interest from employees employed at the same worksite and in the same classification as the position being made redundant.
- (iii) In assessing applications for voluntary redundancy, the employer will take into account the skill and operational requirements of the enterprise.

(f) **REDUNDANCY PACKAGE**

- (i) When redeployment or retraining opportunities are not available, the redundancy package to be paid (capped at 26 weeks' pay) to redundant employees is as follows:

<b>Employee's period of continuous service with the employer on termination</b>	<b>Redundancy Pay</b>
At least 1 year but less than 2 years	4 weeks
At least 2 years but less than 3 years	6 weeks
At least 3 years but less than 4 years	7 weeks
At least 4 years but less than 5 years	8 weeks
At least 5 years but less than 6 years	10 weeks
At least 6 years but less than 7 years	11 weeks
At least 7 years but less than 8 years	13 weeks
At least 8 years but less than 9 years	14 weeks
At least 9 years but less than 10 years	16 weeks
At least 10 years but less than 12 years	18 weeks
At least 12 years but less than 14 years	20 weeks
At least 14 years but less than 16 years	22 Weeks
At least 16 years but less than 18 years	24 weeks
More than 18 years	26 weeks

(ii) Involuntary Redundancies

1. Notice as per sub-clause (d) above or payment in lieu thereof;
2. Redundancy payment in accordance with the above table
3. Full payment of accrued pro rata long service leave after 5 years of service
4. Full payment of all accrued annual leave entitlement including leave loading;

(iii) A week's pay shall mean:

1. the weekly base rate for the classification; and
2. any penalties; and
3. any all-purpose work related allowances.

**(g) FINANCIAL COUNSELLING**

- (i) The employer undertakes to provide access in paid work time for each employee who is offered a redundancy, or who expresses an interest in a redundancy, to consult a financial adviser. The employer will pay for the initial cost associated with financial counselling (up to two (2) sessions) from a financial counsellor agreed to by the employer and the employee.
- (ii) The employer will provide to each employee a fully detailed statement at the time when the offer of redundancy is made.

**(h) LEAVE**

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

**(i) NOTIFICATION OF VACANCY**

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

**14. EMPLOYEE PATIENT RATIO SKILL MIX**

- (a) If, in the opinion of the Registered Nurse Level 5, or the person delegated such responsibility, extra employees are required, extra employees may be called in.
- (b) Where possible, the registered nurse "in charge" shall have mental health nursing qualification.
- (c) Provided that if the nurse "in charge" does not have mental health nursing qualifications then advice for that nurse, if required, shall be available through telephone contact with the Director of Nursing or delegate, who hold such qualifications.

**15. DAYLIGHT SAVINGS**

- (a) Upon the changeover of time as a result of daylight saving in October and April each year the following shall apply:
  - (i) Employees shall be paid for actual time worked.

- (ii) Employees paid in accordance with sub-clause (i) above are not entitled to claim for the 1 hour lost and all time worked shall be paid at applicable penalty rates.

## **16. CLOTHING**

### **(a) CLOTHING**

- (i) In the event that an employee's clothing is damaged or soiled in the normal course of work and such clothing requires dry cleaning or repair, reimbursement of reasonable costs shall be made to the employee.
- (ii) The employer shall maintain at its own expense full and sufficient supplies of safety appliances, such as rubber gloves, disinfectants, etc. for the use of employees.
- (iii) The employer shall provide where necessary, suitable protective clothing for the employees. An employee who is pursuant to this subclause, supplied with protective clothing, shall wear such clothing in such a way as to achieve the purpose for which it is supplied.
- (iv) Compensation to the extent of the damage sustained shall be made where, in the course of the work, an employee's clothing is damaged or destroyed by fire or the use of corrosive substances.

## **PART 5 – SALARIES AND RELATED MATTERS**

## **17. WAGE INCREASES**

The following increases will apply to all employees covered under the classifications in this Agreement (see Schedule A):

- 2.35% from the first full pay period on or after 1 October of 2020, 2021, and 2022.

## **18. PAYMENT OF WAGES**

### **(a) TIME AND INTERVAL OF PAYMENT**

- (i) Wages including overtime shall be paid during working hours, at intervals not more than two (2) weeks and not later than Thursday.
- (ii) When a public holiday falls on a normal pay day wages shall be paid on the last working day prior to the public holiday.
- (iii) The present pay day and time of payment shall not be varied, except after consultation with the employee(s) concerned and an agreed phasing-in period.

### **(b) METHOD OF PAYMENT**

- (i) Payment of wages shall be by direct bank deposit or some other method agreed by the employer and an employee, provided that any employee may nominate which bank or financial institution shall receive the payment of wages.

- (ii) The present method of payment shall not be varied, except after consultation with the employee(s) concerned and an agreed phasing-in period.

**(c) STATEMENT OF WAGES**

- (i) 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 and including the following information:

1. Date of payment;
2. Period covered by the payment;
3. The total amount of wages;
4. The amount of wages at ordinary rate, including the hourly rate;
5. The amount of wages paid as overtime, at the rate of time and a half, including the rate;
6. The amount of wages paid as overtime, at the rate of double time, including the rate;
7. The amount paid as shift or other allowances, with sufficient information to allow the employee to identify each payment, i.e. what allowance is being paid, at what rate and for how long, also how much at 15 per cent, how much at 30 per cent etc;
8. The amount paid as penalty rates for rostered shifts, with sufficient information to allow the employee to identify each payment, i.e. how much at time and a half, how much at double time and how much at double time and a half etc;
9. Any payment for annual leave, personal leave, workers compensation, back pay or any other payment not usually included in the employee's wages, which shall contain sufficient detail so as to allow an employee to calculate how each amount listed has been arrived at;
10. Employee's classification;
11. The amount deducted for taxation purposes;
12. The amount of any other deduction shall be listed individually and identified;
13. The net amount of wages;
14. The amount of each superannuation contribution that the employer made during the period to which the pay slip relates, and the name, or the name and number, of any fund to which the contribution was made;
15. the employee's accrued annual leave entitlements; and
16. the employee's accrued personal leave entitlements.

**(d) DEDUCTION OF MONIES**

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

**(e) LATE PAYMENT OF WAGES**

- (i) Payment during waiting time for late wages

1. Except in circumstances beyond the control of the employer and subject to the employer making agreed alternative arrangements, an employee kept waiting for wages on the normal pay day after the usual time for ceasing work for more than a quarter of an hour shall be paid at overtime rates after that quarter of an hour with a minimum payment for a quarter of an hour and payment shall continue on that day until advised that payment will not be forthcoming on that day.
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 made.
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.
4. For the purposes of this clause the ordinary rate shall be exclusive of penalties or allowances.

(ii) **Agreed Alternative Arrangements – No penalty to apply**

Subject to subclause (iii) below, the provisions of subclause (i) above shall have no effect in circumstances whereby payment cannot be affected on pay day, but the employer and employee agree to an alternative arrangement for payment.

(iii) **Alternative Arrangements 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 subclause (ii) above, the employee shall be deemed to have been kept waiting for payment since pay day and shall thereby be entitled to payment in accordance with subclause (i) above until such time as payment is affected.

(f) **PAYMENT ON TERMINATION**

- (i) Where employment is terminated all monies owing shall, where practical, be paid to the employee via EFT to the employee's nominated bank account on termination.
- (ii) If payment on termination is not practical, or alternative arrangements have been agreed, the employer shall, on the next working day of the pay office pay all moneys to the employee all moneys due by EFT to the employee's nominated bank account.
- (iii) Except in circumstances beyond the employer's control, if the money is not paid by the employer on the date specific in clause (i) or (ii) above then any time spent waiting by the employee after that date shall be paid for at overtime rates up to a maximum of 7.6 hours per day for each day that they are deemed to be kept waiting and shall continue until such time as payment is affected.

## **19. SUPERANNUATION**

(a) **SUPERANNUATION LEGISLATION**

- (i) Superannuation legislation, including the Superannuation Guarantee (Administration) Act 1992 (Cth), the Superannuation Guarantee Charge Act 1992 (Cth), the Superannuation Industry (Supervision) Act 1993 (Cth) and the Superannuation

(Resolution of Complaints) Act 1993 (Cth), deals with the superannuation rights and obligations of Employers and Employees. Under superannuation legislation individual Employees generally have the opportunity to choose their own superannuation fund. If an Employee does not choose a superannuation fund, any superannuation fund nominated in this Agreement covering the employee applies.

(ii) The rights and obligations in this clause supplement those in superannuation legislation.

**(b) EMPLOYER CONTRIBUTIONS**

(i) An Employer must make such superannuation contributions to a superannuation fund for the benefit of an Employee as will avoid the Employer being required to pay the superannuation guarantee charge under superannuation legislation with respect to that Employee.

(ii) The Employer must pay to the relevant superannuation fund the amount specified in clause (b)(i) no later than 28 days after the end of each month.

**(c) VOLUNTARY EMPLOYEE CONTRIBUTIONS**

(i) Subject to the governing rules of the relevant superannuation fund, an Employee may, in writing, authorise the Employer to pay on behalf of the Employee a specified amount from the post-taxation wages of the Employee into the same superannuation fund as the Employer makes the superannuation contributions provided for in clause (b)(i) above.

(ii) An Employee may adjust the amount the Employee has authorised the Employer to pay from the wages of the Employee from the first of the month following the giving of one (1) month's written notice to the Employer.

(iii) The Employer must pay to the relevant superannuation fund the amount authorised under subclause (c)(i) above or (c)(ii) above of this clause no later than 28 days after the end of the month in which the authorised deduction was made.

**(d) DEFAULT SUPERANNUATION FUND**

Unless specified otherwise by an Employee, the default Superannuation Fund is HESTA.

**20. SALARY PACKAGING**

(a) An employee's rate of pay may be packaged in accordance with the employer's Salary Packaging Program.

(b) The terms and conditions of such a package must ensure that overtime and shift penalties calculated on the salary level which would have applied to the employee in the absence of the employee being able to participate in salary packaging under the terms of this Agreement.

(c) Non salary packaged benefits must be paid for any period in respect of which the employee is paid wages or the equivalent, including but not limited to the employee's annual or other leave with pay; including long service leave.

(d) If during the life of a Salary Packaging Agreement between the employer and the employee, the employee becomes entitled to workers compensation payments, the



employee will not receive less than the entitlements due if no salary packaging arrangements had been entered into with the employer.

- (e) In the event that the employee ceases to be employed by the employer this Agreement will cease to apply as at the date of termination and all entitlements due on termination will be paid at the wage rate provided for in the Agreement. Any outstanding benefit still due under this Agreement upon termination will be paid as non-cash salary benefit on or before the date of termination, provided that by mutual agreement the entitlement to non-salary fringe benefits may be extended for a specified period after the date of termination.
- (f) Superannuation payments required to be paid to the employee's nominated fund under the Superannuation Guarantee (Administration) Act 1992 as amended from time to time must be calculated on the Agreement rate of pay as if no Salary Packaging agreement was in place.
- (g) Annual leave loading entitlements must be calculated on the Agreement rate of pay as if no Salary Packaging agreement was in place.
- (h) Employees who have entered into a Salary Packaging agreement will be given the opportunity to review such agreements annually, and to amend or withdraw from such an agreement;
- (i) Any wage increases due through the Agreement shall be payable to employees covered by a Salary Packaging agreement; such increase to be applied to the base rate of pay before salary packaging.
- (j) No employee, as a result of entering into a Salary Packaging agreement, shall receive less, in wages and benefit, than currently provided for in the relevant Agreement, or provided for by any over Agreement payment previously agreed between the employer and the employee and in place at the time of the Agreement taking effect.
- (k) The employer further agrees that in the promotion and implementation of salary packaging to employees it will advise each employee in writing:
  - (i) That there is no compulsion for any employee to participate in Salary Packaging.
  - (ii) That all Agreement conditions, other than salary packaging as provided for in this Agreement, will continue to apply.
  - (iii) Of the classification level and the current base salary payable as applicable under the Agreement.
  - (iv) That the structure of any agreed package complies with taxation and other relevant laws.
  - (v) That they should consult with a financial adviser prior to signing any Salary Packaging Agreement. To facilitate this, the employee must be provided with a copy of any proposed Agreement prior to being required to sign such an Agreement.
  - (vi) Of the right of the employee to inspect details of the payments and transactions made under the terms of this Agreement and for this purpose, where such details are maintained electronically, the employee must be provided with a printout of the relevant information.

- (vii) That where at the end of the agreed period the full amount allocated to a specific benefit has not been expended the unused amount will not be carried forward to the next period.
- (viii) That where changes are proposed to all salary packaging arrangements, or salary packaging arrangements are to be cancelled for reasons other than legislative requirements then both the employee and the employer must give two (2) months' notice, except in circumstances in which an employee ceases to be employed by the employer.
- (ix) That in the event that the employer ceases to attract concessional Fringe Benefit Tax treatment, all salary packaging arrangements will be terminated and individual employee's wages will revert to those specified in the Agreement.
- (l) Prior to signing a Salary Packaging Agreement, employees shall be entitled to consult with their Representatives.
- (m) Salary packaging for all employees shall only be entered into as provided for by this Agreement.
- (n) The employer shall provide salary sacrifice for superannuation only as a means by which remuneration is payable under this Agreement.
- (o) Salary sacrifice is an arrangement for the payment of wages or salary and any other component of remuneration payable under this Agreement whereby the total remuneration is broken into a cash and a non-cash component.
- (p) The total remuneration shall not be less than the cumulative entitlements provided for in this Agreement. Employer payments in the form of superannuation contributions will be the only form of salary sacrifice available. Other forms of salary sacrifice will not be introduced without prior consultation with the employee or employee representative. The amount an employee can salary sacrifice for superannuation will be limited to the aged based limit under Section 82AAC(2) of the Income Tax Assessment Act 1936.
- (q) Salary sacrifice is to be entered into on a voluntary basis. Employees should be aware that employer contributed Occupational Superannuation entitlements may be adversely affected by salary sacrifice arrangements.
- (r) It is the intention of the employer, as far as possible, to maintain a worthwhile salary sacrificing program for eligible employees. Where legislative (e.g. Fringe Benefits Tax Act 1986 and/or Income Tax Assessment Act) or other changes have the effect of reducing or withdrawing the personal benefits identified/resulting from this Agreement, the employer will not be liable to make up the salary benefits lost by an employee. Financial counselling and advice in relation to this clause shall be the responsibility of the employee.

## **21. ALLOWANCES**

### **(a) ALLOWANCES NOT TO BE TAKEN INTO ACCOUNT**

- (i) Allowances prescribed by this Agreement other than Higher Duties Allowance and Post Graduate Allowance are not to be taken into account in the calculation of overtime and penalty rates.

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

**(b) HIGHER DUTIES**

- (i) An employee, who, for a period of three (3) or more consecutive working days performs the duties of a position higher than that in which they are normally employed shall be paid, for the full period they are performing such duties, the minimum rates prescribed for such higher position.
- (ii) A Registered Nurse Level 1 required to assume charge of a clinical or management unit (where a Level 3 nurse is normally employed) for more than half a shift shall be paid an In-charge allowance at the rate set out in Schedule B for each shift worked.
- (iii) Level 2 Nurses shall not be eligible to receive the In-charge allowance unless required to be in charge of other Level 2 Registered Nurses on a particular shift.
- (iv) 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.

**(c) TRAVEL MEAL ALLOWANCE**

- (i) Meal allowance when required to work away from normal place of work.
- (ii) Where the duties of an employee require them to travel from their normal place of work, and if they are more than 16 kilometres away at their normal meal hour, that employee shall be paid a meal allowance equal to the applicable Australian Taxation Office rate.
- (iii) Where an employee chooses to provide their own meal, they shall be entitled to the appropriate meal allowance at the rate set out in Schedule B.

**(d) OVERTIME MEAL ALLOWANCE**

An employee required to work for more than two (2) hours beyond their usual finishing hour of work without being notified on the previous day or earlier will be paid an allowance at the rate set out in Schedule B or shall be supplied with a meal by the employer.

**(e) MEAL CHARGES**

The maximum amount that shall be charged or deducted where an employee receives a meal from their employer is set out in Schedule B. In each case where a one (1), two (2) or three (3) course meal is ordered and charged there will be no extra charge levied for either beverages, toast, bread, butter or condiments.

**(f) CHIEF FIRE WARDEN**

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

**(g) LICENCE ALLOWANCE**

(i) An employee directed by the employer to drive vehicles, as part of their substantive role, requiring a licence issued by the Department of State Growth - Transport, shall upon presentation of their current licence to the employer, be reimbursed the cost of the driver's licence fee.

(ii) This provision shall not apply to employees who drive on an occasional basis only.

(h) **POST GRADUATE ALLOWANCE**

(i) A Registered Nurse who obtains a relevant post graduate qualification and who works in an area relevant to that post graduate qualification shall be paid an allowance while they continue to be employed in that relevant area. The allowance to be paid for each hour worked is:

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

(ii) An Enrolled Nurse who obtains a certificate of at least six (6) months' duration or an Advanced Diploma of Nursing and who works in an area relevant to that qualification shall be paid an allowance of 4% of the base hourly rate for each hour worked while they continue to be employed in that relevant area.

(iii) Provided that only one (1) allowance under this clause shall be payable to an employee at any one time.

(iv) The Post Graduate allowance shall be taken into account in the calculation of overtime and annual leave payments.

(i) **PRECEPTOR ALLOWANCE –**

A Registered Nurse Level 1 or Enrolled Nurse who is appointed by the Registered Nurse Level 5 will receive a payment as set out in Schedule B whilst acting in this role.

(j) **VEHICLE ALLOWANCE**

Where an employee is required by the employer to use their own vehicle in connection with their duties they shall be reimbursed at the rate of \$0.78 per business kilometre.

## **22. TRAVELLING AND EXCESS FARES**

(a) **TRAVELLING**

- (i) An employee who is required to travel in the course of their duties shall be reimbursed for all reasonable out of pocket expenses upon submission of relevant receipts.
  - (ii) Where an employee is required to use their own motor vehicle in connection with the business of the employer, they shall be reimbursed at the rate of \$0.78 per business kilometre.
- (b) **EXCESS FARES**
- (i) Employees required to attend for work at a place other than their regular place of employment shall be reimbursed such additional fares as they may incur.
  - (ii) An employee required to work overtime at a time when public transport is not available shall be reimbursed by the employer the reasonable costs of travel from work to home.
  - (iii) This provision does not apply to employees who utilise their own vehicle.

## **23. ACCELERATED ADVANCEMENT**

- (i) Subject to subclause (ii) below a Registered Nurse - Level 1 shall be entitled to progress one (1) increment on that person's first appointment following registration with AHPRA, or at any one time during the person's employment history as a Registered Nurse - Level 1, on attainment of the following:
  1. a UG1 degree in nursing; or
  2. registration in another branch of nursing or on another nursing register maintained by AHPRA where the employee is working in a particular practice setting which required the additional registration; or
  3. successful completion of a post-registration course of at least 12 months duration, by an employee required to perform the duties of a position to which the course is directly relevant.
- (ii) A Registered Nurse - Level 1 who has been advanced once in accordance with paragraph (i) above shall not be entitled to further advancement under this clause.

## **PART 6 – HOURS OF WORK**

### **24. HOURS OF WORK**

#### **(a) ORDINARY HOURS OF WORK – DAY WORKERS**

- (i) The ordinary hours of work for full-time day work employees shall be an average of 38 per week (averaged over a fortnight).
- (ii) The span of ordinary hours of work for will be 7.00am to 7.00pm Monday to Friday.
- (iii) An employee required to work outside of the span of hours as defined by clause 24(a)(ii) above shall be paid at overtime rates but those hours shall be deemed to be

part of the employee's ordinary hours of work where the ordinary hours of work performed between the span of hours has been less than 38 for that week.

- (iv) An employee may work up to a maximum of 8 ordinary hours on any day (excluding unpaid meal breaks), or by agreement with the employer, may work up to a maximum of 10 hours on any day (excluding unpaid meal breaks). Any hours worked after eight (8) are paid at the appropriate overtime rates. Provided that the maximum ordinary hours prescribed may be altered as to all or section of the employees by mutual agreement between the employer and the majority of employees involved in the area concerned.

**(b) ACCRUED DAY OFF**

- (i) The employer and a majority of employees, by mutual agreement, may agree to implement an accrued day off (ADO) system.
- (ii) The ADO system will operate on a monthly basis with an employee working no more than 19 days in a four-week period of 152 hours.

**(c) MEAL BREAK**

- (i) Subject to 24(c)(v) below, an employee who works in excess of four (4) hours will be entitled to an unpaid meal break of not less than 30 minutes and not more than 60 minutes.
- (ii) For shift workers, the meal break shall be taken between the beginning of the fourth hour and the end of the sixth hour of the shift.
- (iii) Provided that when a shift worker is rostered to work a day shift, the shift worker will take their meal break no later than between the hours of 12 midday and 2 pm.
- (iv) An employee engaged on a night shift shall be entitled to a paid meal break of not less than 30 minutes and not more than 60 minutes. An employee shall not leave the work site during a paid meal break.
- (v) Provided that unless agreed between the parties, where an employee is required to remain on duty during a scheduled unpaid meal break the employee shall be paid at the rate of time and a half for all time so worked until such time that the meal break is taken. This clause does not apply to an employee that is entitled to take a paid meal break.
- (vi) When an employee is interrupted during a meal break by a call to duty, the meal break shall be counted as time worked. The employee shall be allowed a meal break as soon as practicable during the remainder of the working hours on that day. The employee will be paid at the rate of time and a half for all time worked until a meal break is taken.
- (vii) Unless otherwise agreed between the parties, a shift worker who is unrelieved for the period of the meal break and until such time they are relieved shall be paid at the rate of time and a half of their normal hourly rate.

**(d) REST BREAK**

An employee who works at least 5 ordinary hours on any day, is entitled to a 20 minute paid rest break to be taken as either one (1) break of 20 minutes, or two (2) breaks of 10 minutes.

(e) **SHIFT WORK**

- (i) The ordinary hours of shift workers shall not exceed:
  - 1. 8 in any one day; or
  - 2. 152 in the 28 day period.
- (ii) Subject to the following conditions, shift workers shall work at such times as the employer may require:
- (iii) A standard shift shall be 8 hours but an employee, by agreement with the employer, may work up to a maximum of 10 hours on a shift.
- (iv) If the shift is extended to more than ten (10) hours then the overtime payment will commence from eight (8) hours.
- (v) If an employee is directed to work beyond eight (8) hours (i.e. there is no agreement to extend the shift to ten (10) hours) the employee will be paid overtime for that work.
- (vi) Unless agreed between the parties an employee shall not be required to start a shift unless there is a break of at least nine (9) hours from the previous shift.
- (vii) The hours of work for part-time shift workers shall be arranged in accordance with clause (i) above except that the maximum hours that they can work in any one fortnight shall be 80.
- (viii) A shift worker shall be paid the following loading on their ordinary rate for such shifts:
  - 1. Afternoon shift – 15%
  - 2. Night Shift – 27.5%
- (ix) A shift worker who works on any afternoon or night shift which does not form part of at least five (5) consecutive afternoon or night shifts shall be paid for 50% more than their ordinary rate for the shift.
- (x) An employee who:
  - 1. during a period of engagement on shift, works night shift only; or
  - 2. remains on night shift for longer than four (4) consecutive weeks; or
  - 3. works on a night shift which does not rotate or alternate with another shift or with day work so as to give such employees at least one-third of their working time off night shift in each shift cycle;
  - 4. shall during an engagement period or cycle be paid 30% more than their ordinary rate for all time worked during ordinary working hours on such night shift.

PROVIDED that where by mutual written agreement between the employer and the majority of employees concerned in the area the employee is rostered on permanent night shift or on a shift that would otherwise attract a loading of 30% in accordance with the above, the loading to be applied shall be 25% of the ordinary rate.

- (xi) Shift workers who work on a rostered shift, the major portion of which falls on a Saturday shall be paid at the rate of time and a half of the employee's ordinary wage rate, but such rates shall be in substitution for and not cumulative upon the shift allowance set out in clauses (viii) above and (x) above.
- (xii) Shift workers, for work on a rostered shift, the majority of which falls on a Sunday shall be paid at the rate of time and three quarters of the employee's ordinary wage rate. Such rates shall be in substitution for and not cumulative upon the shift allowance set out in clause (viii) above.
- (xiii) Shift workers, for work on a rostered shift, the majority of which falls on a Public Holiday shall be paid at the rate of double time of the employee's ordinary wage rate. Such rates shall be in substitution for and not cumulative upon the shift allowance set out in clause (viii) above.

(f) **ROSTERING**

- (i) There shall be a roster of the ordinary hours of work for each employee which will:
  - 1. provide for rotation unless all the employees concerned desire otherwise;
  - 2. provide for not more than eight (8) shifts to be worked in any nine (9) consecutive days;
  - 3. provide for a minimum of two (2) consecutive days off each week except whereby mutual agreement between the employer and the employee(s) concerned alternative arrangements are made; and
  - 4. clearly stipulate a 28-day accounting period which shall include eight (8) rostered days off and one (1) ADO if an ADO system has been implemented in accordance with clause 24(b) above.
- (ii) To allow rostering flexibility, changes to rosters or positions on rosters may occur without the minimum notice period contained within this Agreement by mutual agreement between the employer and the employee or employees.
- (iii) By agreement between the employer and employee, an employee may finish work on a particular day or shift earlier than the scheduled finish time. In these circumstances the employee would not be paid for the time not worked on the particular day or shift.
- (iv) During the life of this Agreement, employees on a fixed night shift pattern will:
  - 1. rotate to other shifts for one (1) four-week roster period per year. This roster period will include morning shifts and may include afternoon shifts.
  - 2. Be given a minimum of two (2) months' notice and the determination of the pattern of work will be the subject of consultation at the workplace prior to any changes of rosters being implemented.
  - 3. Have access to a structured program with evaluation prior to commencing the shift rotation.
- (v) Four (4) weeks' notice will be given of a change in the roster.



- (vi) An employee's place on such roster shall not be changed, except by the giving of one (1) week's notice of such change or, payment of the penalty rates set out in clause 25 below– Overtime for that shift.
- (vii) An employee's roster may be changed without notice in an emergency or where another employee is absent from work due to illness, either by agreement or payment of the applicable penalty rates set out in clause 25 below– Overtime.
- (viii) By mutual agreement between all employees affected and the employer, the minimum period for notice of roster change may be varied.
- (ix) By mutual agreement between the employer and employee(s) positions on rosters may be varied without incurring overtime payments or penalties other than normal shift penalties.
- (x) Broken shifts are not to be worked, provided that in an emergency situation a broken shift may be worked by mutual agreement between the employer and employee. All work performed in excess of nine (9) hours will be paid at the rate of double time.
- (xi) Part-time shift work by choice or mutual agreement outside rostered shifts shall not be subject to penalty (other than shift, weekend and public holiday penalty) provided any time worked in excess of eight (8) hours per day shall be paid at the applicable overtime rate.
- (xii) Where an employee is instructed to work shifts other than in accordance with this clause, they shall be entitled to the applicable overtime rate.

## **25. OVERTIME**

### **(a) REQUIREMENT TO WORK REASONABLE OVERTIME**

- (i) The employer may require an employee to work reasonable overtime.
- (ii) An employee may refuse to work overtime in circumstances where the working of such overtime would result in the employee working hours which are unreasonable having regard to:
  - 1. any risk to health and safety;
  - 2. the employee's personal circumstances including any family responsibilities;
  - 3. the needs of the workplace or enterprise;
  - 4. the notice (if any) given by the employer of the overtime and by the employee of his/her intention to refuse it; and
  - 5. any other relevant matter.
- (iii) No overtime shall be worked without the prior approval of the employer.

### **(b) PAYMENT FOR WORKING OVERTIME – DAY WORKERS**

- (i) For all time worked in excess of the ordinary hours of work, the following payments shall apply:

1. Monday to Saturday inclusive – time and a half for the first two (2) hours and double time thereafter;
  2. Sunday – double time;
  3. Public holidays – double time and a half.
- (ii) An employee who holds a position which regularly requires them to work on public holidays may agree with the employer to be paid at time and a half and be granted a day off in lieu for a total aggregate of double time and a half. An employee who has entered into an agreement for a day off in lieu shall be paid at the rate at double time and a half for all hours worked in excess of 8 hours on a public holiday.
- (iii) Unless the period of overtime is one (1) and a half hours or less, an employee before starting overtime shall be allowed a meal break of 20 minutes which shall be paid for at ordinary rates. An employer and an employee may agree to any variation of this provision to meet the circumstances of the work in hand provided that no employee shall be required to work more than five (5) hours without a break for a meal.
- (iv) The calculation of the overtime penalty in the case of an employee in receipt of a casual loading shall be based upon the relevant agreement rate.
- (c) **PAYMENT FOR WORKING OVERTIME – SHIFT WORKERS**
- (i) For work performed by a shift worker outside the ordinary hours described in clause 24(e) above, 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 or where agreement has been reached between the employer and the employee.
- (ii) Where the employer has been given less than four (4) hours' notice that an employee rostered to relieve an afternoon or night shift worker, will not attend to do so at the proper time, such unrelieved shift worker shall be paid, for the extra time worked as follows:
1. At the rate of time and a half until the four (4) hours have elapsed from the time notice was given to the employer.
  2. For all time worked beyond the four-hour (4) spread referred to herein the unrelieved shift worker shall be paid at the rate of double time.
  3. In all other cases the unrelieved shift worker shall be paid at the rate of double time until relieved.
- (d) **REST PERIOD AFTER OVERTIME**
- (i) An employee (other than a casual employee) who works so much overtime between the termination of his/her ordinary work on one day and the commencement of his/her ordinary work on the next day that they have not had at least eight (8) consecutive hours off duty between those times, shall, subject to this section, be released after completion of such overtime until they have had eight (8) consecutive hours off duty without loss of pay for ordinary working time occurring during such absence.
- (ii) If on the instructions of his/her employer such an employee resumes or continues work without having had such eight (8) consecutive hours off duty they shall be paid

at double rates until they are released from duty for such period and shall then be entitled to be absent until they have eight (8) consecutive hours off duty without loss of pay for ordinary working time occurring during such absence.

- (iii) When overtime work is necessary it shall, wherever reasonably practicable, be so arranged that employees have at least eight (8) consecutive hours off duty between the work of successive days.

**(e) TIME OFF IN LIEU OF OVERTIME**

- (i) Where there is agreement between the employer and the employee, time off in lieu of overtime may be taken at the penalty rate equivalent.
- (ii) Such agreement involves the employee indicating that they have had an opportunity to consult with an employee representative.
- (iii) Such agreement may be discontinued by mutual consent of both parties or at the request of one such party.
- (iv) Unless otherwise agreed, if the time off is not granted within 28 days of the overtime being worked, the actual number of hours of overtime shall be paid at the appropriate overtime rate.

**(f) REGISTERED NURSE LEVEL 5**

- (i) The Registered Nurse – Level 5 shall not be entitled to receive payment for overtime.
- (ii) Where, in the opinion of the employer the circumstances so require, a Registered Nurse – Level 5 who works overtime on rostered nursing duties in excess of their ordinary duties as Registered Nurse – Level 5 shall be entitled to receive overtime payment at the maximum overtime rate applicable to an employee classified as a Registered Nurse for all time worked on such nursing duties.

**26. CALL ARRANGEMENTS**

**(a) CALL BACK**

- (i) An employee recalled to work overtime after leaving their employer's premises (whether notified before or after leaving such premises) shall be paid as follows:
  - 1. for the first recall a minimum payment of four (4) hours pay at the appropriate overtime rate; and
  - 2. for each subsequent recall a minimum payment of three (3) hours pay at the appropriate overtime rate.
- (ii) Provided always that time reasonably spent in getting to and from work shall be regarded as time worked.
- (iii) Provided further that an employee who is recalled to work within two (2) hours of his or her normal starting time shall be paid at overtime rates with a minimum payment of two (2) hours at double time.

**(b) CLOSE CALL**

- (i) An employee may be required by the employer to remain on close call (that is on call for duty and not allowed to leave the hospital precincts).
- (ii) An employee held on close call shall:
  - 1. if not required to commence work be paid a minimum payment equivalent to six (6) hours at their normal wage rate; or
  - 2. if required to commence work be paid in accordance with subclause 26(a) above.
- (c) **REMOTE CALL**
  - (i) An employee who is rostered to remain on remote call (this is on-call for duty and allowed to leave the establishment's precincts) shall be paid an allowance as follows:
    - 1. Monday to Friday – paid as set out in Schedule B, with a minimum payment as set out in Schedule B per day or shift when so rostered;
    - 2. Saturdays, Sundays and Public Holidays – paid at the hourly rate set out in Schedule B, with a minimum payment as set out in Schedule B per day or shift when so rostered.
  - (ii) Where a rostered employee is recalled to work they shall be paid in accordance with subclause 1 above in addition to the remote call allowance.
  - (iii) The hours shall be paid as rostered and each period (midnight to midnight) shall stand alone.

## **PART 7 – LEAVE ENTITLEMENTS & PUBLIC HOLIDAYS**

### **27. ANNUAL LEAVE**

#### **(a) PERIOD OF LEAVE**

- (i) An employee, who is not a shift worker as defined in clause 7 above, is entitled to four (4) weeks of annual leave for each year of service with the employer.
- (ii) An employee who is a shift worker as defined in clause 7 above is entitled to five (5) weeks of paid annual leave for each year of service with the employer.
- (iii) An employee's entitlement to paid annual leave accrues progressively during a year of service according to the employee's ordinary hours of work and accumulates from year to year.
- (iv) A Registered Nurse Level 5 shall receive five (5) weeks' annual leave in cases where such employees are required in the normal course of their duties to attend meetings of the controlling body or its subcommittees outside of their normal working hours. In all other cases annual leave entitlement shall be four (4) weeks per annum.
- (v) Where during a period of time an employee is appointed to act as a Registered Nurse Level 5 on a temporary basis which requires their attendance at meetings of the controlling body or its subcommittees outside of their normal working hours

they shall be entitled to an additional one (1) week's leave on a pro rata basis. The additional leave is not applicable if the employee is a shift worker.

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

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

(b) **PUBLIC HOLIDAYS**

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

(c) **OTHER PERIODS OF LEAVE**

- (i) If the period during which an employee takes paid annual leave includes a period of any other leave (other than unpaid parental leave), or a period of absence from employment on community service leave (including jury service), the employee is taken not to be on paid annual leave for the period of that other leave or absence.
- (ii) An employee who is certified as unfit for duty because of personal illness by a medical practitioner approved by the employer during a period of paid annual leave shall be given credit for the time so certified and the employee may elect to have their paid annual leave extended by the number of days that the employee has been so certified as unfit for duty.
- (iii) Notwithstanding the foregoing provisions, a shift worker (including a part-time shift worker) shall have added to their period of annual leave (1) one day for each statutory holiday mentioned in Clause 37 below - Public Holidays, whether or not such holiday is observed on a day which, for that employee would have been an accrued day off.
- (iv) Notwithstanding any of the other foregoing provisions, a part-time shift worker whose place upon a roster does not rotate by agreement between the employer and the employees concerned shall only have their period of annual leave extended by the addition of one (1) day for each statutory holiday mentioned in Clause 37 below - Public Holidays, upon which they are rostered to work.
- (v) This subclause shall not apply to a statutory holiday which is observed on a Saturday or on a Sunday.

(d) **TIME OF TAKING LEAVE**

Paid annual leave may be taken for a period agreed between an employee and his or her employer. The employer must not unreasonably refuse to agree to a request by the employee to take paid annual leave.

(e) **CASHING OUT OF ANNUAL LEAVE**

- (i) An employee may request to cash out their annual leave entitlement. Any such request requires the approval of the employer. Paid annual leave must not be cashed out if the cashing out would result in the employee's remaining accrued entitlement to paid annual leave being less than four (4) weeks.
- (ii) Each cashing out of a particular amount of paid annual leave must be by a separate agreement in writing between the employer and the employee. The employee must be paid at least the full amount that would have been payable to the employee had the employee taken the leave that the employee has forgone.

**(f) PAYMENT FOR PERIOD OF LEAVE**

- (i) Each employee before going on leave shall be paid the amount of wages they would have received in respect of the ordinary time which they would have worked had they not been on leave during the relevant period.
- (ii) An employer and employee may agree to pay the amount of wages the employee would have received in respect of or ordinary time which they would have worked had they not been on leave during the relevant period, on the regular pay day/s of the employee during the period of leave.

**(g) PAYMENT FOR ACCRUED BUT UNTAKEN LEAVE ON TERMINATION**

- (i) If an employee leaves their employment or their employment is terminated by the employer, the employee shall be paid in respect of any accrued but untaken annual leave including annual leave loading.
- (ii) Payment shall be at the employee's ordinary rate of pay at the time of termination.

**(h) ANNUAL LEAVE LOADING**

- (i) During a period of annual leave an employee shall be paid annual leave loading by way of additional salary calculated on the wages prescribed for the relevant classification in Schedule A, as follows:
  1. Day worker
 

An employee who during the period of such annual leave would have worked on day work only - a loading of 17.5% of their normal salary plus, where applicable, any higher duty allowance or all-purpose payment payable to the employee concerned.
  2. Shift worker
 

An employee who but for the period of annual leave would have worked shift work shall be paid leave loading equivalent to the greater of:

    - i. 17.5% of his/her normal salary plus, where applicable, any higher duty allowance or all-purpose payment payable to the employee concerned; or
    - ii. The weekend and shift penalties the employee would have received had they not been on leave, calculated in accordance with the employee's projected roster for the period of leave.

**(i) CALCULATION OF CONTINUOUS SERVICE**

- (i) For the purpose of this clause:

1. a period of service by an employee is a period during which the employee is employed by the employer, but not including any excepted period; and
  2. an excepted period does not break an employee's continuous service with an employer but is not to be counted towards the length of the employee's continuous service.
- (ii) An excepted period is:
1. any period of unauthorised absence; or
  2. any period of unpaid leave or unpaid authorised absence, other than:
  3. a period of community services leave; or
  4. a period of leave or absence of a kind prescribed by the Fair Work Act Regulations 2009.
- (iii) Provided that any absence on account of personal sickness or accident in excess of 91 days in any 12 monthly period shall not count towards the calculation of continuous service unless the employee is on paid personal/carers leave in accordance with clause 28 below.
- (j) **ANNUAL LEAVE IN ADVANCE**
- (i) An employer and employee may agree in writing to the employee taking a period of paid Annual Leave before the employee has accrued an entitlement to the leave.
- (ii) An agreement must:
1. State the amount of leave to be taken in advance and the date on which leave is to commence; and
  2. Be signed by the employer and employee, and if the employee is under 18 years of age, by the employee's parent or guardian
- (iii) The employer must keep a copy of any agreement under this clause as an employee record.
- (iv) If, on termination of the employee's employment, the employee has not accrued an entitlement to all of a period of paid annual leave already taken in accordance with an agreement under clause (i) above, the employer may deduct from any money due to the employee on termination an amount equal to the amount that was paid to the employee in respect of any part of the period of annual leave taken in advance of which an entitlement has not been accrued. This requirement will be authorised by the employee and form part of the written agreement at clause (ii) above.
- (k) **SINGLE DAY ABSENCES**
- (i) Notwithstanding the provision of this clause, an employee may elect, with the consent of the employer, to take annual leave in single day periods not exceeding five (5) days in any calendar year at a time or times agreed between them.
- (l) **EMPLOYER INSTIGATED CANCELLATION OF LEAVE**
- (i) If, as a consequence of an employer instigated cancellation of approved annual leave (whether agreed or otherwise by the employee, and irrespective of when such

cancellation notification is given) an employee incurs a monetary loss directly associated with pre-established annual leave holiday arrangements, and such loss is deemed to be unrecoverable, the employee shall be entitled, on the production of evidence to the satisfaction of the employer, to recover such otherwise unrecoverable costs from the employer.

- (ii) The employer shall only be liable to pay that portion of the payment declared unrecoverable, which is not subject to an insurance claim or payment.

(m) **EXCESS ANNUAL LEAVE ACCRUAL**

- (i) An employee has an excessive leave accrual if:
  - 1. The employee is not a shift worker and has accrued more than eight (8) weeks paid annual leave; or
  - 2. The employee is a shift worker and has accrued more than ten (10) weeks paid annual leave.
- (ii) Before an employer can direct that leave be taken under subparagraph (iii) below or an employee can give notice of leave to be granted under subparagraph (vii) below, the employer or employee must seek to confer with the other and must genuinely attempt to agree upon steps that will be taken to reduce or eliminate the employee's excessive leave accrual.
- (iii) The Employer may give a written direction to the employee to take a period or periods of paid annual leave if:
  - 1. The direction states that it is a direction given under clause 27(m)(iii) above of this Agreement; and
  - 2. The employee has excessive leave accrual; and
  - 3. Agreement has been attempted pursuant to subclause 27(m)(ii) above; and
  - 4. The direction does not result in the employee's remaining accrued entitlement to paid annual leave at any time being less than six (6) weeks (taking into account all other paid annual leave that has been agreed, that the employee has been directed to take or that the employee has given notice of under subparagraph (vii) below; and
  - 5. The direction does not require the employee to take any period of leave less than one (1) week; and
  - 6. The direction does not require the employee to take any period of leave commencing less than eight (8) weeks after the day the direction is given to the employee; and
  - 7. The direction does not require the employee to take any period of leave commencing more than 12 months after the day the direction is given to the employee; and
  - 8. The direction is not inconsistent with any leave arrangement agreed between the employer and employee.
- (iv) An employee to whom a direction has been given under subparagraph (iii) above may make a request to take paid annual leave as if the direction had not been given.



- (v) If leave is agreed after a direction is issued and the direction would then result in the employee's remaining accrued entitlement to paid annual leave at any time being less than six (6) weeks, the direction will be deemed to have been withdrawn.
- (vi) The employee must take paid annual leave in accordance with a direction complying with subparagraph (iii) above.
- (vii) If an employee has had an excessive leave accrual for more than six (6) months, the employer has not given a direction under subparagraph (iii) above that will eliminate the employee's excessive leave accrual, and agreement is not reached under subparagraph (ii) above, the employee may give a written notice to the employer that the employee wishes to take a period or periods of paid annual leave if:
  1. The notice states that it is a notice given under clause 27(m)(iii) above of this Agreement; and
  2. The notice does not result in the employee's remaining accrued entitlement to paid annual leave at any time being less than six (6) weeks (taking into account all other paid annual leave that has been agreed, that the employee has been directed to take under subparagraph (iii) above or that the employee has given notice of under this subclause);
  3. The notice does not provide for the employee to take any period of leave of less than one (1) week; and
  4. The notice does not provide for the employee to take any period of leave commencing less than eight (8) weeks after the day the notice is given to the employer; and
  5. The notice does not provide for the employee to take any period of leave commencing more than 12 months after the day the notice is given to the employer; and
  6. The notice is not inconsistent with any leave arrangement agreed between the employer and employee.
- (viii) The employer must grant the employee paid annual leave in accordance with a notice complying with subparagraph (vii) above.
- (ix) Without limiting the dispute resolution clause of this Agreement, an employer or an employee may refer the following matters to the Fair Work Commission under the dispute resolution clause:
  1. a dispute about whether the employer or employee has requested a meeting and genuinely tried to reach agreement under subparagraph (ii) above;
  2. a dispute about whether the employer has unreasonably refused to agree to a request by the employee to take paid annual leave; and
  3. a dispute about whether a direction to take leave complies with subparagraph (iii) above or whether a notice requiring leave to be granted complies with subparagraph (vii) above.

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

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

### **(a) AMOUNT OF PAID PERSONAL / CARER'S LEAVE**

- (i) Full-time and part-time employees are entitled to four (4) weeks paid personal/carers for each year of service with the employer.
- (ii) An employee's entitlement to personal/carers leave accrues progressively during a year of service according to the employee's ordinary hours of work and accumulates from year to year.

### **(b) PERSONAL LEAVE**

- (i) An employee who is absent from work on account of personal illness, or on account of personal injury, shall be entitled to paid leave (excluding shift or weekend allowances or overtime penalties) subject to the following conditions and limitations. An employee shall:
  - (ii) Not be entitled to paid leave of absence for any period in respect of which they are entitled to workers' compensation.
  - (iii) As soon as practicable, which may be a time after the leave has started, inform the employer of their inability to attend for duty, and as far as practicable and is reasonable in the circumstances, state the estimated duration of the absence.
  - (iv) Prove to the satisfaction of a reasonable person that they were unable, on account of illness or injury, to attend for duty on that day or days which personal leave is claimed. Employees are entitled to up to five (5) single days of personal leave for each year of the life of this Agreement, without a medical certificate or statutory declaration. Statutory declarations signed by a Commissioner of Declarations or Justice of the Peace are acceptable in support of personal leave for absences outside those five (5) single days per year.
  - (v) If an employee is absent on personal leave on the day immediately preceding or immediately following an accrued day off they shall provide a medical certificate of such absence.
  - (vi) If the full period of personal leave, as prescribed in (i) above is not taken in any year, such proportion as is not taken shall be cumulative from year to year without limitation.

### **(c) CARER'S LEAVE**

- (i) An employee may take paid carer's leave if the leave is taken to provide care or support to a member of the employee's immediate family, or a member of the employee's household, who requires care or support because of:
    - 1. A personal illness, or personal injury affecting the member; or
    - 2. An unexpected emergency affecting the member
  - (ii) The employee shall, if required, establish by production of a medical certificate or statutory declaration, the illness of the person concerned, the personal injury affecting the person concerned, or the unexpected emergency affecting the person concerned.
  - (iii) The employee shall, as soon as practicable (which may be a time after the leave has started), give the employer notice of the intention to take leave, the name of the person requiring care or support, their relationship to the employee, and the estimated length of absence.
- (d) **UNPAID CARER'S LEAVE**
- (i) An employee, is entitled to 2 days of unpaid carer's leave for each occasion (a permissible occasion) when a member of the employee's immediate family, or a member of the employee's household, requires care or support because of:
    - 1. A personal illness, or personal injury, affecting the member; or
    - 2. an unexpected emergency affecting the member.
  - (ii) An employee may take unpaid carer's leave for a particular permissible occasion as:
    - 1. A single continuous period of up to 2 days; or
    - 2. Any separate periods to which the employee and his or employer agree.

## **29. COMPASSIONATE LEAVE**

- (i) An employee is entitled to 3 days of compassionate leave for each occasion (a permissible occasion) when a member of the employee's immediate family, or a member of the employee's household:
  - 1. contracts or develops a personal illness that poses a serious threat to his or her life; or
  - 2. sustains a personal injury that poses a serious threat to his or her life; or
  - 3. dies.
- (ii) An employee may take compassionate leave for a particular permissible occasion if the leave is taken:
  - 1. to spend time with the member of the employee's immediate family or household who has contracted or developed the personal illness, or sustained the personal injury, referred to in paragraph (i) above; or
  - 2. after the death of the member of the employee's immediate family or household referred to in paragraph (i) above.

- (iii) The three (3) days of paid leave may be taken in the following manner:
  - 1. a single continuous 3 day period;
  - 2. 3 separate periods of 1 day each; or
  - 3. any separate periods to which the employee and his or her employer agree.
- (iv) The employer may approve paid compassionate leave if another person not mentioned above has contracted or developed a personal illness, or sustained a personal injury, which poses a serious threat to his or her life, or died, where it can be established that a significant relationship exists.
- (v) The employer shall have the discretion to grant paid leave in addition to that described in sub-clauses (iii) and (iv) above.
- (vi) Casual employee will be entitled to take the same leave periods as detailed in sub-clauses (iii) and (iv) above as unpaid leave.
- (vii) An employee may take unpaid compassionate leave by agreement with the employer.
- (viii) 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.

### **30. PARENTAL LEAVE**

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

- (i) Full-time employees and permanent part-time 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.
- (ii) An eligible employee who is the primary carer of the child will be entitled to fourteen (14) weeks' paid parental leave.
- (iii) Such leave may be paid:
  - 1. On a normal fortnightly basis;
  - 2. At the rate of half pay over a period of 28 weeks on a regular fortnightly basis.
- (iv) Annual and/or long service leave credits can be combined with periods of parental leave or adoption leave on half pay to enable an employee to remain on full pay for that period.
- (v) When an employee has resumed duties, any period of full pay leave is counted in full for the accrual of annual leave and any period of parental leave or adoption leave on half pay is taken into account to the extent of one-half thereof when determining the accrual of annual leave.
- (vi) 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.

- (vii) 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.
- (viii) 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, annual and/or long service leave) or to take personal leave without pay.
- (ix) Where a female employee is entitled to paid parental leave that is birth-related, but because of illness, is on personal, annual, long service leave, or personal leave without pay prior to the birth, such leave ceases six (6) weeks prior to the expected date of the birth. The employee then commences parental leave.
- (x) In the event of a miscarriage, any absence from work is to be covered by the current personal leave provisions.
- (xi) In the case of stillbirth, the female employee who gave birth to the child may elect to take personal leave, subject to the production of a medical certificate, or parental leave. She may resume duty at any time provided she produces a doctor's certificate as to her fitness.
- (xii) Where an employee becomes pregnant whilst on parental leave, a further period of parental leave may be granted. Should this second period of parental leave commence during the currency of the existing period of parental leave, then any residual parental leave from the existing entitlement lapses.
- (xiii) An eligible employee who is not the primary carer of the child is entitled to two (2) weeks of paid parental leave and may apply for four (4) weeks at half pay instead of two (2) weeks at full pay.
- (xiv) The rate of pay for the period of paid absence outlined in (ii) and (xiii) above will be calculated as for personal leave on full pay for that employee.
- (xv) Periods of paid leave outlined in (ii) and (xiii) above will count as service for all purposes.
- (xvi) Except in the case of employees who have completed ten (10) years' service, a period of parental leave without pay does not count as service for long service leave purposes. Where the employee has completed ten (10) 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 (6) months.

### **31. LONG SERVICE LEAVE**

Long Service Leave will accrue in accordance with the Long Service Leave Act 1976 as amended from time to time.

### **32. COMMUNITY SERVICE LEAVE**

- (i) 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.

- (ii) An employee engages in a voluntary emergency management activity if, and only if:
  - 1. the employee engages in an activity that involves dealing with an emergency or natural disaster; and
  - 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
  - 3. the employee is a member of, or has a member like association with, a recognised emergency management body; and
  - 4. either:
    - i. the employee was requested by or on behalf of the body to engage in the activity; or
    - ii. 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.
- (iii) 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.
- (iv) All leave of absence taken under this clause will be paid at an employee's ordinary rate of pay.

### **33. CEREMONIAL LEAVE**

An employee who is legitimately required by Aboriginal or Torres Strait Islander tradition to be absent from work for ceremonial purposes will be entitled to up to ten (10) working days unpaid leave in any one (1) year, with the approval of the employer.

### **34. STUDY LEAVE**

- (i) The employer is committed to on-going education of all employees and there will be equity of access to study leave and study programs within budget.
- (ii) Each full-time nurse will be entitled to up to four (4) hours paid study leave (pro rata for a part-time nurse) per annum for post graduate study provided the study is relevant to their area of employment.
- (iii) An employee can arrange to attend a session of clinical supervision with an external facilitator each month. The Employer at its sole discretion on request of the employee may, on a case by case basis approve up to one (1) hour per month of paid time to attend the session.

- (iv) Where the Employer convenes compulsory training for employees a minimum of two (2) hours at the ordinary rate will be paid to all employees who attend such training.
- (v) All mandatory training, including E-learning, will be undertaken at the workplace in paid time. The Employer will ensure employees are allocated sufficient time during their shifts to complete such training.

### **35. FAMILY AND DOMESTIC VIOLENCE**

The employer recognises that employees sometimes face situations of violence or abuse in their personal life that may affect their attendance or performance at work. Therefore, the employer is committed to providing support to employees who experience family violence.

#### **(a) DEFINITION OF FAMILY AND DOMESTIC VIOLENCE**

For the purpose of this clause, family and domestic violence is defined as any violent, threatening or otherwise abusive behaviour by a person against a member of the person's family or household (current or former).

#### **(b) FAMILY AND DOMESTIC VIOLENCE LEAVE**

- (i) An employee experiencing family and domestic violence is entitled to 10 days per year of paid family and domestic violence leave, in addition to personal leave, for the purpose of:
  - 1. attending legal proceedings, counselling, appointments with a medical or legal practitioner;
  - 2. relocation or making other safety arrangements; or
  - 3. other activities associated with the experience of family and domestic violence.
- (ii) The leave is available in full at the start of each 12-month period of the employee's employment and does not accumulate from year to year.
- (iii) An additional ten (10) days paid leave may be granted to the employee at the employer's discretion.

#### **(c) NOTICE AND EVIDENTIARY REQUIREMENTS**

- (i) The employee shall give his or her employer notice as soon as reasonably practicable of their request to take leave under this clause.
- (ii) If required by the employer, the employee must provide evidence that would satisfy a reasonable person that the leave is for the purpose as set out in clause 35 (b)(i). Such evidence may include a document issued by the police service, a court, a health professional, a family violence support service, a lawyer, a financial institution, an accountant or a statutory declaration.

- (iii) The employer must ensure that any personal information provided by the employee to the employer concerning an employee's experience of family and domestic violence is kept confidential. Information will not be kept on an employee's personnel file.

(d) **REFERRAL TO EMPLOYEE ASSISTANCE PROGRAM**

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

**36. JURY SERVICE**

- (i) 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.
- (ii) 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.
- (iii) 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.

**37. PUBLIC HOLIDAYS**

- (i) Employees shall be entitled to be absent from work on the following holidays without deduction from their weekly wages:
  - 1. Christmas Day,
  - 2. Boxing Day,
  - 3. New Year's Day,
  - 4. Australia Day,
  - 5. Hobart Regatta Day (South of Oatlands),
  - 6. Eight Hours Day,
  - 7. Good Friday,
  - 8. Easter Monday,
  - 9. ANZAC Day,
  - 10. Queen's Birthday,
  - 11. Show Day; and
  - 12. 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 or made



additional to (pursuant to the Statutory Holidays Act 2000) of any of the aforementioned holidays.

- (ii) Provided that the employer is entitled to reasonably request shift workers or casual employees to work on public holidays. Shift workers or casual employees may refuse the request if the refusal is reasonable.
- (iii) Show day means not more than one (1) 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.
- (iv) Payment for the public holidays which are taken and not worked, shall be at the normal rate of pay which would have applied to the employee concerned, when if it were not for such holiday, they had been at work.
- (v) Where a shift work employee, who is entitled to public holidays, is required to work on any of the public holidays mentioned above, and where the majority of the shift falls on the public holiday, they shall be paid at the rate of double time.
- (vi) Where a day work employee, who is entitled to public holidays, is required to work on any of the public holidays mentioned above, and where the majority of the shift falls on the public holiday, they shall be paid at the rate of double time and a half or in accordance with clause 25(b) above.
- (vii) An employee required to work on any of the public holidays, where such holiday applies at their normal place of work but because their 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 their annual leave entitlement.
- (viii) Nursing shift work employees may take payment for public holidays worked at the rate of double time or be paid at the ordinary time rate and have a day added to the annual leave entitlement at ordinary time.
- (ix) Where a public holiday falls on an accrued day off for a nursing shift worker, either a single day's pay will be paid or a day will be added to the annual leave entitlement at ordinary time.
- (x) Where a shift falls partly on a holiday, that shift the major portion of which falls on a holiday shall be regarded as the holiday shift for a nursing shift worker.
- (xi) For work on a public holiday a casual employee shall be paid at the rate of 1.9 times the relevant Agreement rate.

## **PART 8 – UNION MATTERS**

### **38. UNION DELEGATES RIGHTS**

#### **(a) LEAVE FOR UNION DELEGATES TO PERFORM SPECIFIED ROLES**

- (i) Union delegates or elected workplace representatives, with approval of the union and upon application in writing, will be granted up to five (5) days leave with pay each calendar year, non- cumulative, to:
1. represent members in bargaining;
  2. represent the interests of members to the employer and industrial tribunals;
  3. consult with union members and other employees for whom the delegate is a bargaining representative;
  4. participate in the operation of the union;
  5. attend union education;
  6. address new employees about the benefits of union membership at the time that they enter employment;
  7. attend courses conducted by an approved training provider, that are designed to provide skills and competencies that will assist the delegate or workplace representative contribute to the prompt resolution of disputes and or grievances in the workplace;
  8. attend union annual Delegates Conference

(b) **UNION DELEGATES APPLICATION TO EMPLOYER FOR LEAVE**

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

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

- (ii) The application to the employer must be in writing, include the nature, content and duration of the union activity to be engaged in, and normally be provided with fourteen (14) days' notice of the proposed training.

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

## **PART 9 – DISPUTE RESOLUTION**

### **39. DISPUTE RESOLUTION PROCEDURE**

#### **(a) APPLICATION**

- (i) In the event of a dispute about a matter under this Enterprise Agreement, or a dispute in relation to the NES, or a matter pertaining to the employment relationship parties to this Enterprise Agreement will follow the procedures set out below.
- (ii) Notwithstanding the generality of clause 39(a)(i) and for the avoidance of doubt a matter relating to disciplinary proceedings, or General Protections or Unfair Dismissal under the Act are specifically excluded from this clause.

#### **(b) GENERAL PRINCIPLES**

- (i) Where a dispute arises, the parties to the dispute will genuinely and promptly attempt to settle it in the workplace.
- (ii) The parties to a dispute will reasonably seek to resolve matters between themselves in accordance with the internal dispute resolution process set out at clauses 39(c)

(i)- 39(c)(v) before proceeding to the external dispute resolution process set out at clauses 39(d)(i) - 39(d)(vii).

- (iii) All parties to the dispute must conduct themselves in good faith including but not limited to responding to matters in a timely manner.
- (iv) At all stages in this dispute resolution procedure, employees may request a representative of their choosing to represent them, which may include a Union representative. If such a request is made by the employee, the representative shall not unreasonably be refused access to enter the workplace to represent the employee or be prevented from contacting the relevant employee by the Employer. When on the Employer's premises or worksites pursuant to this sub-clause the representative must comply with all reasonable directions given by, and procedures of, the Employer including work health, safety and security in operation at those premises or worksites.
- (v) While the Employer and the employee(s) are attempting to resolve any dispute under this procedure unless:
  - 1. a reasonable concern related to the health and safety of any person exists;
  - 2. the parties agree otherwise; or
  - 3. an employee is part of an investigation or disciplinary process

the position that existed prior to the dispute situation arising will prevail (ie status quo ante)

(c) **INTERNAL DISPUTE RESOLUTION PROCESS**

- (i) In the first instance, the dispute will be referred to the employee's immediate supervisor who will discuss the dispute with the employee(s) concerned.
- (ii) If agreement is not reached after this discussion, the matter will be referred to the employee's relevant manager nominated by the Employer who will reasonably convene a meeting with the employee(s) concerned to further discuss the dispute.
- (iii) If agreement is not reached after this further discussion, the party claiming the dispute must set out the dispute in writing and forward the dispute notification to the other party. The dispute notification must include with sufficient particulars:
  - 1. the nature of the dispute;
  - 2. the factual basis of it;
  - 3. outcome sought; and
  - 4. the timeframes which the outcome(s) is expected to occur.
- (iv) The dispute will then be referred to the relevant manager nominated by the Employer who will convene a meeting with the employee(s) concerned and further attempt to resolve the dispute.
- (v) Unless otherwise agreed, the internal steps in 39(c)(i)- 39(c)(iv) are to be completed within 15 working days of the dispute notification being raised with the party.


(d) **EXTERNAL DISPUTE RESOLUTION PROCESS**

- (i) If:
1. the dispute is still not resolved in accordance with the requirements of clauses 39(c)(i)- 39(c)(iv) (Internal Dispute Resolution Process) above; or
  2. prior to the expiry of the timeframe in clause 39(c)(v), a party reasonably considers it is not reasonably practicable, for the steps clauses 39(c)(i)- 39(c)(iv) (Internal Dispute Resolution Process) to be completed because of the urgency or serious nature of the dispute.
- the dispute may be submitted by application, by either party, to the FWC for assistance in resolving the dispute by conciliation which includes expressing an opinion or making a recommendation.
- (ii) If an application is not filed with FWC within 14 days of completion of the internal steps in clauses 39(c)(i)- 39(c)(iv) (Internal Dispute Resolution Process) the dispute is deemed to have been resolved.
- (iii) If the conciliation process fails to resolve the dispute, and subject to FWC certifying that there is a genuine dispute to be resolved and that the party referring the dispute to FWC has acted in good faith, the dispute may be referred, by either party, to FWC within 14 days for arbitration, otherwise the dispute is deemed to have been resolved.
- (iv) At any stage during conciliation and prior to arbitration FWC may make any directions it considers appropriate including but not limited to the characterisation of the dispute and the status quo to apply in relation to the dispute which will be without prejudice to either party in arbitrating the dispute.
- (v) If FWC arbitrates the dispute, it may use the powers that are available to it under the Act and make a determination that is binding on the parties.
- (vi) The parties may appeal in full any decision arising from arbitration as if it were a decision under the Act. Any decision of a Full Bench of FWC on appeal will be final and binding on the parties and will be by way of review of an error of law or significant error of fact.
- (vii) The Full Bench may:
1. uphold the original decision;
  2. overturn the decision and substitute its own decision if the Full Bench considers it can adequately determine the matter; or
  3. remit the matter to the original decision maker for reconsideration in accordance with the Full bench's written reasons for decision.

## SIGNATORIES

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

**Mr Simon Barker**  
Chief Executive Officer  
The Hobart Clinic

  
Signature

27 April 2020  
Date

Witness name in full  
Witness Address

Kate Beven

C/o The Hobart Clinic  
31 Chipmans Road  
Rokeby Tas 7019

  
Signature

27 April 2020  
Date

**Ms Emily Shepherd**  
Branch Secretary  
Australian Nursing and Midwifery

Signature

## SIGNATORIES

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

Chief Executive Officer

The Hobart Clinic



Signature

27 April 2020

Date

Witness name in full

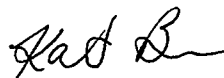
Kate Beven

Witness Address

C/o The Hobart Clinic

31 Chipmans Road

Rokeby Tas 7019



Signature

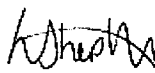
27 April 2020

Date

Ms Emily Shepherd

Branch Secretary

Australian Nursing and Midwifery



Signature

Federation, Tasmanian Branch

30.04.2020

Date

Witness name in full

Andrew Brakey

Witness Address

182 Macquarie Street

Hobart 7000

ABral

Signature

30.04.2020

Date



Mr Timothy Jacobson

State Secretary

Health Services Union, Tasmania Branch

Signature

Date

Witness name in full

Witness Address

Signature

Date

**FOR THE EMPLOYER:**

This Agreement is signed by [insert name] in their capacity as Chief Executive Officer of The Hobart Clinic Pty Ltd.

The work address is:

31 Chipmans Road  
ROKEBY, TAS 7019

As the Chief Executive Officer of The Hobart Clinic Pty Ltd., they have the authority to sign the Agreement on behalf of the employer.

**FOR THE UNIONS:**

This Agreement is signed by Ms E Shepherd in her capacity as the Branch Secretary of the Australian Nursing Federation (Tasmanian Branch).

Ms Shepherd's work address is:

182 Macquarie Street  
HOBART TAS 7000

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

This Agreement is signed by Mr Timothy Jacobson in his capacity as the Secretary of the Health and Community Services Union.

Mr Jacobson's work address is:

11 Clare Street  
NEW TOWN TAS 7008

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

## SCHEDULE A – WAGE RATES

	July 2019	October 2019 5% Increase	October 2020 2.35% Increase	October 2021 2.35% Increase	October 2022 2.35% Increase
<b>Nursing Assistant</b>					
1st Year of Service	\$ 22.19	\$ 23.30	\$ 23.85	\$ 24.41	\$ 24.98
2nd Year of Service	\$ 22.58	\$ 23.70	\$ 24.26	\$ 24.83	\$ 25.41
3rd Year of Service	\$ 22.97	\$ 24.11	\$ 24.68	\$ 25.26	\$ 25.86
Experienced	\$ 23.74	\$ 24.93	\$ 25.51	\$ 26.11	\$ 26.72
<b>Enrolled Nurses</b>					
1st Year of Service	\$ 27.82	\$ 29.21	\$ 29.89	\$ 30.60	\$ 31.32
2nd Year of Service	\$ 28.40	\$ 29.82	\$ 30.53	\$ 31.24	\$ 31.98
3rd Year of Service	\$ 29.03	\$ 30.48	\$ 31.19	\$ 31.93	\$ 32.68
4th Year of Service	\$ 29.59	\$ 31.06	\$ 31.79	\$ 32.54	\$ 33.31
5th Year of Service	\$ 30.18	\$ 31.68	\$ 32.43	\$ 33.19	\$ 33.97
<b>EN Medication Endorsed</b>					
1st Year of Service	\$ 30.47	\$ 32.00	\$ 32.75	\$ 33.52	\$ 34.31
2nd Year of Service	\$ 30.81	\$ 32.35	\$ 33.11	\$ 33.89	\$ 34.69
<b>Registered Nurse Level 1</b>					
1st Year of Service	\$ 30.47	\$ 31.99	\$ 32.74	\$ 33.51	\$ 34.30
2nd Year of Service	\$ 31.94	\$ 33.54	\$ 34.33	\$ 35.13	\$ 35.96
3rd Year of Service	\$ 33.42	\$ 35.09	\$ 35.91	\$ 36.75	\$ 37.62
4th Year of Service	\$ 34.89	\$ 36.63	\$ 37.49	\$ 38.38	\$ 39.28
5th Year of Service	\$ 36.36	\$ 38.18	\$ 39.08	\$ 39.99	\$ 40.93
6th Year of Service	\$ 37.84	\$ 39.73	\$ 40.66	\$ 41.62	\$ 42.60
7th Year of Service	\$ 39.31	\$ 41.28	\$ 42.25	\$ 43.24	\$ 44.25
8th Year of Service	\$ 40.78	\$ 42.82	\$ 43.83	\$ 44.86	\$ 45.91

	July 2019	October 2019 5% Increase	October 2020 2.35% Increase	October 2021 2.35% Increase	October 2022 2.35% Increase
<b>Registered Nurse Level 2</b>					
1st Year of Service	\$ 42.26	\$ 44.37	\$ 45.41	\$ 46.48	\$ 47.57
2nd Year of Service	\$ 43.24	\$ 45.40	\$ 46.47	\$ 47.56	\$ 48.68
3rd Year of Service	\$ 44.22	\$ 46.43	\$ 47.52	\$ 48.64	\$ 49.78
4th Year of Service	\$ 45.20	\$ 47.46	\$ 48.58	\$ 49.72	\$ 50.89
<b>Clinical Nurse Specialist</b>					
1st Year of Service	\$ 46.02	\$ 48.32	\$ 49.46	\$ 50.62	\$ 51.81
2nd Year of Service	\$ 48.20	\$ 50.61	\$ 51.80	\$ 53.02	\$ 54.26
<b>Registered Nurse Level 3</b>					
1st Year of Service	\$ 48.20	\$ 50.61	\$ 51.80	\$ 53.02	\$ 54.26
2nd Year of Service	\$ 49.33	\$ 51.80	\$ 53.02	\$ 54.26	\$ 55.54
3rd Year of Service	\$ 50.46	\$ 52.99	\$ 54.23	\$ 55.51	\$ 56.81
4th Year of Service	\$ 51.60	\$ 54.18	\$ 55.45	\$ 56.75	\$ 58.09
<b>Registered Nurse Level 4</b>					
1st Year of Service	\$ 55.15	\$ 57.91	\$ 59.27	\$ 60.66	\$ 62.09
2nd Year of Service	\$ 56.43	\$ 59.25	\$ 60.65	\$ 62.07	\$ 63.53
3rd Year of Service	\$ 57.71	\$ 60.60	\$ 62.02	\$ 63.48	\$ 64.97
<b>Registered Nurse Level 5</b>					
Grade 1	\$ 59.29	\$ 62.26	\$ 63.72	\$ 65.22	\$ 66.75

## SCHEDULE B – ALLOWANCE RATES

	July 2019	October 2019	October 2020 2.35% increase	October 2021 2.35% increase	October 2022 2.35% increase
<b>Charges for a meal provided by the employer</b>					
Two or three course	\$ 5.58	\$ 5.72	\$ 5.85	\$ 5.99	\$ 6.13
Single hot or cold main course	\$ 4.43	\$ 4.54	\$ 4.64	\$ 4.75	\$ 4.86
Other course (ie soup, sweet	\$ 4.05	\$ 4.15	\$ 4.25	\$ 4.35	\$ 4.45
Breakfast	\$ 4.05	\$ 4.15	\$ 4.25	\$ 4.35	\$ 4.45
Minimum for each meal taken	\$ 4.05	\$ 4.15	\$ 4.25	\$ 4.35	\$ 4.45
<b>Employee Allowances</b>					
Higher duties allowance (per shift)	\$ 31.68	\$ 33.27	\$ 34.05	\$ 34.85	\$ 35.67
Meal Allowance for a meal provided by employee	\$ 3.24	\$ 3.41	\$ 3.49	\$ 3.57	\$ 3.65
Meal to be provided/allowance paid	\$ 13.68	\$ 14.36	\$ 14.70	\$ 15.05	\$ 15.40
Chief Fire Warden Allowance (per shift)	\$ 20.91	\$ 21.96	\$ 22.47	\$ 23.00	\$ 23.54
<i>Remote Call</i>					
Mon - Fri (per hour)	\$ 4.43	\$ 4.65	\$ 4.76	\$ 4.87	\$ 4.98
Minimum payment (per day or per shift)	\$ 35.49	\$ 37.26	\$ 38.14	\$ 39.03	\$ 39.95
Sat, Sun, Public Holiday (per hour)	\$ 5.71	\$ 6.00	\$ 6.14	\$ 6.28	\$ 6.43
Minimum payment (per day or per shift)	\$ 45.62	\$ 47.91	\$ 49.03	\$ 50.18	\$ 51.36
Preceptor (per hour)	\$ 5.07	\$ 5.32	\$ 5.45	\$ 5.58	\$ 5.71

## **SCHEDULE C – CLASSIFICATION DESCRIPTORS**

**Registered Nurse** means an employee registered as a Health Practitioner by AHPRA as a Registered Nurse (Division 1) under the provisions of the Health Practitioner Regulation National Law (Tasmania) Act 2010.

**Enrolled Nurse** means an employee registered as a Health Practitioner by AHPRA as an Enrolled Nurse (Division 2) under the provisions of the Health Practitioner Regulation National Law (Tasmania) Act 2010.

**Enrolled Nurse Medication Endorsed** means an enrolled nurse who has a medication endorsement and who is required by the employer to utilise such medication endorsement. "Medication Endorsement" shall mean endorsement for the administering of medications as issued by AHPRA.

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

### **Enrolled Nurse – Pay Point 1**

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

### **Enrolled Nurse—Pay Point 2**

- (a) Pay point 2 refers to the pay point to which an EN has been appointed.

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

- (i) having satisfactorily completed a course of general training in nursing of more than 12 months duration and/or 500 or more hours theory content or a course accredited at advanced certificate level leading to enrolment as an EN; or
- (ii) not more than one (1) further year of practical experience in the provision of nursing care and/or services in addition to the experience, skill and knowledge requirements specified for pay point 1; and
- (iii) the undertaking of in-service training, subject to its provision by the employing agency, from time to time.

- (c) Skill indicators

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

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

### **Enrolled Nurse—Pay Point 3**

- (a) Pay point 3 refers to the pay point to which an EN has been appointed.

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

- (i) not more than one (1) further year of practical experience in the provision of nursing care and/or services, in addition to the experience, skill and knowledge requirements specified for pay point 2; and
- (ii) the undertaking of in-service training, subject to its provision by the employing agency, from time to time

- (c) Skill Indicators:

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

- (i) an ability to organise, practise and complete nursing functions in stable situations with limited direct supervision;
- (ii) observation and assessment skills to recognise and report deviations from stable conditions;

- (iii) flexibility in the capacity to undertake work across the broad range of nursing activity and/or competency in a specialised area of practice; and/or
- (iv) communication and interpersonal skills to assist in meeting psycho-social needs of individuals/groups.

#### **Enrolled Nurse—Pay Point 4**

- (a) Pay point 4 refers to the pay point to which an EN has been appointed.
- (b) An employee will be appointed to this pay point based on training and experience including:
  - (i) not more than one (1) further year of practical experience in the provision of nursing care and/or services, in addition to the experience, skill and knowledge requirements specified for pay point 3; and
  - (ii) the undertaking of in-service training, subject to its provision by the employing agency, from time to time

- (c) Skill Indicators:

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

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

#### **Enrolled Nurse—Pay Point 5**

- (a) Pay point refers to the pay point to which an EN has been appointed.
- (b) An employee will be appointed to this pay point based on training and experience including:
  - (i) not more than one (1) further year of practical experience in the provision of nursing care and/or services, in addition to the experience, skill and knowledge requirements specified for pay point 4; and
  - (ii) the undertaking of in-service training, subject to its provision by the employing agency, from time to time

- (c) Skill Indicators:

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



their work:

- (i) contributes information in assisting the RN with development of nursing strategies/ improvements within the employee's own practice setting and/or nursing team, as necessary;
- (ii) responds to situations in less stable and/or changed circumstances resulting in positive outcomes, with minimal direct supervision; and
- (iii) efficiency and sound judgment in identifying situations requiring assistance from an RN.

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

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

- (a) has demonstrated competence in basic nursing practice and the ability to provide direct care in more complex nursing care situations; and
- (b) has the ability and skills to provide guidance in a clinical leadership role providing direction, support, supervision and teaching to Student Nurses, Enrolled Nurses and to Registered Nurses - Level 1; and
- (c) is employed within a clinical unit;

**Community Mental Health Nurse** means a Registered Nurse involved in the provision of mental health services to community patients/clients and is able to work without supervision and manage patients with complex care needs.

**Clinical Nurse Specialist** means a Registered Nurse with a relevant post basic qualification and 12 months experience working in the clinical area of the employee's specified post-basis area or a minimum of four (4) years post basic experience, including three (3) years' experience in the relevant specialist field. The Clinical Nurse Specialist works with a significant degree of autonomy.

**Registered Nurse - Level 3** means a Registered Nurse who is appointed as such, and who has at least five (5) years post-basic registration and has in addition approved post-basic nursing qualifications relevant to the field in which they are appointed or such qualifications or experience deemed appropriate by the employer and who exercises professional knowledge and judgement in providing complex care requiring advanced clinical skills, leadership in the development of nursing practice in the unit or across the hospital and engages in core co-ordination supporting patient care. May be referred to as: Clinical Nurse Consultant, Clinical Care Coordinator or Clinical Nurse Educator.

- (a) **Clinical Nurse Consultant** – Means a Registered Nurse appointed as such to provide a clinical resource, clinical advisory/developmental role and who coordinates the delivery of care in a clinical unit and may provide direct care to selected patients/clients/resident with complex care requirements and is accountable for standards of nursing care in a clinical unit;
- (b) **Clinical Care Coordinator** – Means a Registered Nurse who acts as a clinical resource or clinical advisor, is accountable for standards of nursing care in a clinical unit, manages referrals,

intake, discharges, bed flow and resources and coordinates the delivery of care within a unit or across the

- (c) **Clinical Nurse Educator** Means a Registered Nurse who holds relevant clinical or education post registration qualifications or such education and clinical experience deemed appropriate by the employer. The Clinical Nurse Educator is responsible for delivery and evaluation of clinical and education programs for a specified group of nurses and/or staff development at the unit level or education programs for patients/clients and other.

**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.

- (a) **Assistant Director of Nursing - Clinical** is responsible for the formulation, co-ordination and direction of policies for clinical nursing practice and is accountable for the standards of nursing care in an assigned number of clinical units;
- (b) **Assistant Director of Nursing - Management** is responsible and accountable for management resources in an assigned number of management units;
- (c) **Assistant Director of Nursing - Staff Development** is responsible for the co-ordination, development and evaluation of post-basic education courses approved by AHPRA or Staff development programmes.

**Registered Nurse - Level 5** means a Registered Nurse who is appointed as the most senior nursing position and who is a member of the executive management team, responsible and accountable for the overall coordination of the Nursing Division.

**Nurse Undertaking Post Graduate Training** means a Registered Nurse or Enrolled Nurse up to and including the classification of Registered Nurse - Level 3 whilst undertaking post basic training shall be paid at their existing salary rate and shall retain their normal incremental progression whilst undergoing such training.

## IN THE FAIR WORK COMMISSION

FWC Matter No. AG2020/1214

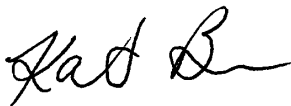
Applicant: The Hobart Clinic Association trading as The Hobart Clinic

### UNDERTAKINGS

The Hobart Clinic Association trading as The Hobart Clinic, in accordance with section 190 of the *Fair Work Act 2009*, gives the following undertaking with respect to the **The Hobart Clinic Nurses Enterprise Agreement 2019** ("the Agreement"):

1. That each grade of Nursing assistant performing overtime or shift work will receive a rate of pay that is better off overall than the rate of pay that would be payable to each grade of Nursing assistant under the *Nurses Award 2010*.
2. That if a Nursing Assistant of any grade performs work between 6.00pm and 7.00pm Monday to Friday as part of either a casual or part time engagement, they will be paid for that engagement at a rate, that is better off overall than the rate for that engagement that would be payable under the *Nurses Award 2010*.
3. That Clause 37 (xi) is replaced with the following:

For work on a public holiday a casual employee shall be paid their relevant classification hourly rate provided at Schedule A of the Agreement, plus the casual leave loading provided at clause 11 (c) (iv) multiplied by 190%.



**Kate Beven**  
**Manager People & Culture**  
**The Hobart Clinic**

1 June 2020