



HEALTH AND COMMUNITY SERVICES UNION

**AUSTRALIAN RED CROSS BLOOD SERVICE
- NURSES - TASMANIA AWARD 2001**

(ODN C No. 31791 of 1991)
[Print N2792 [H0475]]

AUSTRALIAN INDUSTRIAL RELATIONS COMMISSION

Workplace Relations Act 1996

Review of award pursuant to Item 51 of Part 2 of Schedule 5 of the
Workplace Relations and Other Legislation Amendment Act 1996
(C No. 00321 of 1998)

**HEALTH AND WELFARE SERVICES - AUSTRALIAN RED CROSS BLOOD
TRANSFUSION SERVICE - NURSES - TASMANIA AWARD 1996**
(ODN C No. 31791 of 1991)
[Print N2792 [H0475]]

Various employees

Health and welfare services

DEPUTY PRESIDENT LEARY

HOBART, 6 NOVEMBER 2001

Part 1 - Application and operation of award

1. AWARD TITLE

This award shall be known as the Health and Welfare Services - Australian Red Cross Blood Service - Nurses - Tasmania Award 2001.

2. ARRANGEMENT

This award is arranged as follows:

1. Award title
2. Arrangement
3. Anti-discrimination
4. Commencement date of award and period of operation
5. Parties bound
6. Relationship with other awards
7. Definitions

Part 2 - Award flexibility

8. Index of facilitative provision
9. Enterprise flexibility

Part 3 - Dispute resolution

10. Procedures for the avoidance of industrial disputes

Part 4 - Employer and employees' duties, employment relationship and related arrangements

11. Employment categories
12. Termination of employment
13. Allowances

Part 5 - Wages and related matters

14. Classifications and salaries
15. Accelerated advancement
16. Mixed functions
17. Payment of wages
18. Superannuation

Part 6 - Hours of work, breaks, overtime, shift work, weekend work

19. Hours of work
20. Thirty-eight hour week
21. Meal and rest breaks
22. Overtime
23. Saturday, Sunday and holiday work

Part 7 - Leave of absence and public holidays

24. Annual leave
25. Personal leave
26. Parental leave
27. Public holidays

Part 8 - Miscellaneous

28. Tools of trade
29. Posting of award
30. Notice board

3. ANTI-DISCRIMINATION

- 3.1** It is the intention of the respondents to this award to achieve the principal object in s.3(j) of the *Workplace Relations Act 1996* through respecting and valuing the diversity of the work force by helping to prevent and eliminate discrimination on the basis of race, colour, sex, sexual preference, age, physical or mental disability, marital status, family responsibilities, pregnancy, religion, political opinion, national extraction or social origin.
- 3.2** Accordingly, in fulfilling their obligations under the dispute avoidance and settling clause, the respondents must make every endeavour to ensure that neither the award provisions nor their operation are directly or indirectly discriminatory in their effects.
- 3.3** Nothing in this clause is taken to affect:
- 3.3.1** any different treatment (or treatment having different effects) which is specifically exempted under the Commonwealth anti-discrimination legislation;
- 3.3.2** junior rates of pay;
- 3.3.3** an employee, employer or registered organisation, pursuing matters of discrimination in any State or federal jurisdiction, including by application to the Human Rights and Equal Opportunity Commission;
- 3.3.4** the exemptions in s.170CK(3) and (4) of the Act.

4. COMMENCEMENT DATE OF AWARD AND PERIOD OF OPERATION

This award shall come into effect on 1 November 2001 and shall remain in force for a period of twelve months.

5. PARTIES BOUND

This award shall be binding upon the Australian Nursing Federation (ANF) and its members, the Health Services Union of Australia (HSUA) and its members, and the Australian Red Cross Blood Service (Tasmania) in respect of all their employees in the State of Tasmania.

6. RELATIONSHIP WITH OTHER AWARDS

This award replaces the Health and Welfare Services - Australian Red Cross Blood Transfusion Service - Nurses - Tasmania - Award 1996 [Print N2792 [H0475]] of the Australian Industrial Relations Commission (the Commission) in respect of the classes of employees for which provision is made herein provided that no right, obligation or liability incurred or accrued under that award or under the Act shall be affected by this supersession and provided further that this supersession shall apply only to matters for which provision is made herein.

7. DEFINITIONS

- 7.1 Relevant award rate** means the rate specified for the appropriate year of service applicable to the employee in the appropriate classification in clause 4 - Classifications and salaries, excluding all allowances, loadings etc.
- 7.2 Year of service** shall mean 1976 hours of employment in an approved establishment, including public holidays, paid annual leave, and paid sick leave.

PART 2 - AWARD FLEXIBILITY

8. INDEX OF FACILITATIVE PROVISIONS

- 8.1** A facilitative provision is one which provides that the standard approach in an award provision may be departed from by agreement between an individual employer and the Union and/or an employee, or the majority of employees, in the enterprise or workplace concerned
- 8.2** Facilitative provisions in this award are contained in the following clauses:

Clause title	Clause number
Minimum engagement - casual employees	11.2.4(b)
Part-time employees	11.3.2
Hours of work	19.2
Lunch break	21.2.3
Meal break prior to overtime	22.3.2
Time off in lieu	22.4
Annual Leave – single days	24.3.2
Carer’s Leave	25.5.3

9. ENTERPRISE FLEXIBILITY

(See ss.113A and 113B of the Act)

Where an employer or employees wish to pursue an agreement at the enterprise or workplace about how the award should be varied so as to make the enterprise or workplace operate more efficiently according to its particular needs, the following process shall apply:

- 9.1** A consultative mechanism and procedures appropriate to the size, structure and needs of the enterprise or workplace shall be established.
- 9.2** For the purpose of the consultative process, the employer may nominate the Union or another to represent them.
- 9.3** Where agreement is reached an application shall be made to the Commission.

PART 3 - DISPUTE RESOLUTION

10. PROCEDURES FOR THE AVOIDANCE OF INDUSTRIAL DISPUTES

- 10.1** The following procedure shall be observed in the resolution of grievances and in the settling of disputes.
- 10.1.1** In the event of a grievance or dispute arising, the employee shall attempt to resolve the grievance with his/her immediate supervisor. The accredited union job steward shall be present if requested by either party.
- 10.1.2** Should the grievance or dispute not be settled by the discussions referred to in 10.1.1, a representative of the union shall discuss the matter in dispute with a representative of the employer.
- 10.1.3** If the grievance is still unresolved, the matter should be referred to senior management and the senior local or state union representative or other employee representative.
- 10.1.4** Should the foregoing steps fail to satisfactorily resolve the dispute, the matter shall be referred to the Commission.
- 10.1.5** Without prejudice to either party and except where a bona fide safety issue is involved, work shall continue in accordance with the award while matters in dispute between them are being processed in accordance with the preceding procedure.
- 10.1.6** Except where a bona fide safety issue is involved, until the grievance is determined work shall continue normally in accordance with the custom and practice existing before the grievance arose while discussions take place.
- 10.1.7** No party shall be prejudiced as to the final settlement by the continuance of work.
- 10.2** Each employer will formulate policies and practices in accordance with these procedures, which shall be circulated to all employees throughout each hospital or home.
- 10.3** All new employees shall be handed a copy of these procedures on commencement of employment.

PART 4 - EMPLOYER AND EMPLOYEES' DUTIES, EMPLOYMENT RELATIONSHIP AND RELATED ARRANGEMENTS

11. EMPLOYMENT CATEGORIES

11.1 Full-time employment

Full-time employee means a person engaged to work for the full ordinary hours prescribed in clause 19 - Hours of work.

11.2 Casual employment

11.2.1 Casual employee means a person who either:

11.2.1(a) relieves a full-time or part-time employee; or

11.2.1(b) is engaged temporarily for specific duties for a period not exceeding eight weeks.

11.2.2 Engaged to work twenty or more hours per week

11.2.2(a) Casual employees engaged to work twenty or more hours per week shall be entitled to the annual leave, public holidays and sick leave as prescribed in clauses 24 - Annual leave, 27 - Public holidays, and 25 - Personal leave, provided that payment therefore shall be made at the rate normally paid to such employee for a similar period of time worked.

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

11.2.3 Engaged to work less than twenty hours per week

Casual employees engaged to work less than twenty hours per week shall be paid per hour 1/38th of the relevant rate set out, plus an additional 20% such payment being in lieu of public holidays, annual leave and sick leave.

11.2.4 Minimum work to be provided or paid for

11.2.4(a) Casual employees shall be provided with a minimum of two hours work or, alternatively, paid for a minimum of two hours.

11.2.4(b) If 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, the relevant employee organisation and the employer.

11.3 Part-time employment

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

11.3.2 Pro rata benefits in lieu of loading

11.3.2(a) Where there is agreement between the employer and the employee, part-time employees engaged to work less than twenty hours per week may receive pro rata benefits in respect to public holidays, sick leave and annual leave in lieu of the 20% loading.

11.3.2(b) Provided further that such agreement involves the employee indicating that he/she has had an opportunity to consult with a relevant union official.

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

11.3.3 Leave without pay in lieu of annual leave

11.3.3(a) An employee working less than twenty hours per week who receives a loading in lieu of public holidays, annual leave, and sick leave shall be entitled to elect to take up to four weeks leave without pay in any one leave year.

11.3.3(b) Leave under this provision shall not be cumulative.

11.3.3(c) Leave allowed under this provision may be taken by mutual agreement in not more than two separate periods.

12. TERMINATION OF EMPLOYMENT

12.1 Notice of termination by employer

12.1.1 In order to terminate the employment of a full-time or regular part-time employee the employer shall give to the employee the period of notice specified in the table below:

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

12.1.2 In addition to this notice, employees over 45 years of age at the time of the giving of the notice with not less than two years continuous service, are entitled to an additional week's notice.

12.1.3 Payment in lieu of the notice will be made if the appropriate notice period is not required to be worked. Employment may be terminated by the employee working part of the required period of notice and by the employer making payment for the remainder of the period of notice.

12.1.4 In calculating any payment in lieu of notice, the wages an 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.

12.1.5 The period of notice in this clause, shall not apply in the case of dismissal for conduct that justifies instant dismissal including inefficiency within the first fourteen days, neglect of duty or misconduct and in the case of casual employees, apprentices or employees engaged for a specific period of time or for a specific task or tasks.

12.2 Notice of termination by an employee

12.2.1 The notice of termination required to be given by an employee is the same as that required of an employer, save and except that there is no requirement on the employee to give additional notice based on the age of the employee concerned.

12.2.2 If an employee fails to give notice the employer has the right to withhold monies due to the employee to a maximum amount equal to the ordinary time rate of pay for the period of notice.

12.3 Time off during notice period

Where an employer has given notice of termination to an employee, an employee shall be allowed up to one day's time off without loss of pay for the purpose of seeking other employment. The time off shall be taken at times that are convenient to the employee after consultation with the employer.

13. ALLOWANCES

13.1 Licence allowance

An employee directed by the employer to drive vehicles requiring a licence issued by the Department of Transport, shall upon presentation of a current licence to the employer, be reimbursed the cost of the drivers licence fee.

13.2 Uniform allowance

All employees required to wear uniforms will be reimbursed the cost of such uniform. If the employees provide their own uniforms they shall be paid an allowance of \$4.00 per week.

13.3 Uniform to be returned

An employee who has been supplied with a uniform shall, on leaving the service of the employer, return any uniform or part thereof, which is still in use by him/her immediately prior to him/her leaving employment.

13.4 Laundry

Employees shall be reimbursed the cost of laundering their uniforms or an allowance of \$4.00 per week shall be paid to the employee for laundering.

13.5 Travelling allowance

13.5.1 Where duties of an employee require him/her to travel from his/her headquarters and to remain away from his/her normal place of residence overnight, he/she shall be paid a travelling allowance in accordance with the following rates.

	Rates per day
	\$
In this State	67.55
Outside this State	94.50

13.5.2 These rates shall be adjusted from time to time in accordance with the Nurses (Tasmanian Public Sector) Award 1992 [Print K5346 [N0168]]

13.5.3 Where employees are required to use their own vehicle in the course of employment they shall be reimbursed a travelling allowance of 30.05 cents per kilometre for the actual road distance involved in travelling by the most direct route on each occasion of work so performed. These rates shall be adjusted to follow amendments made from time to time in similar rates in the Nursing (Tasmanian Public Sector) Award 1992 [Print K5346 [N0168]].

PART 5 - WAGES AND RELATED MATTERS

14. CLASSIFICATIONS AND SALARIES

14.1 Classifications

14.1.1 **Nurse** means a nurse registered as such with the Nursing Board of Tasmania under the provisions of the *Nursing Act 1987*.

14.1.2 **Registered Nurse - Level 1** shall mean a Registered nurse who is not otherwise classified within a level of Registered Nurse positions.

14.1.3 **Registered Nurse - Level 2** shall mean a Registered Nurse who:

14.1.3(a) has demonstrated competence in basic nursing practice and the ability to provide direct care in more complex nursing care situations; and

14.1.3(b) has the ability and skills to provide guidance to Registered Nurse - Level 1; and

14.1.3(c) is appointed as such; and

14.1.3(d) is employed within a clinical unit.

Provided that the number of level 2 positions shall not be less than 25% of the Registered Nurse full-time equivalent (F.T.E.) positions.

14.1.4 **Registered Nurse - Level 3** shall mean a Registered Nurse who may be referred to as: Clinical Nurse Consultant or Nurse Manager or Staff Development Nurse, or by agreement between the parties a combination of any of the above.

14.1.4(a) **Clinical Nurse Consultant** co-ordinates the delivery of care in a clinical unit and may provide direct care to selected patients/clients with complex care requirements and is accountable for standards of nursing care in a clinical unit.

14.1.4(b) **Nurse Manager** is responsible and accountable for the management of resources within a management unit.

14.1.4(c) **Staff Development Nurse** is responsible for the conduct, evaluation and planning of education programmes and/or staff development for a specified group of nurses or education programmes for residents/clients and others.

14.1.5 **Registered Nurse - Level 4** shall mean a Registered Nurse appointed as Director of Nursing who is a member of the Executive Management Team responsible and accountable for the overall co-ordination of the Nursing Division.

14.2 Salaries

Employees of a classification mentioned herein shall be paid for a week of 38 hours and not less than the amount assigned to that classification.

		Amount per Annum \$
14.2.1	Enrolled Nurse	
	1 st year of service	25 509
	2 nd year of service	26 002
	3 rd year of service	26 494
	4 th year of service	26 986
	5 th year of service	27 374
14.2.2	Registered Nurse - Level 1	
	1 st year of service	27 620
	2 nd year of service	28 850
	3 rd year of service	29 976
	4 th year of service	31 206
	5 th year of service	32 436
	6 th year of service	33 666
	7 th year of service	34 896
	8 th year of service	36 126
14.2.3	Registered Nurse - Level 2	
	1 st Year of service	37 356
	2 nd year of service	38 071
	3 rd year of service	38 891
	4 th year of service and thereafter	39 711
14.2.4	Registered Nurse - Level 3	
	1 st year of service	41 249
	2 nd year of service	42 171
	3 rd year of service	43 094
	4 th year of service and thereafter	44 016
14.2.5	Registered Nurse - Level 4 Grade 1	48 936

14.2.6 Safety Net Adjustment

The rates of pay in this award include arbitrated safety net adjustment payable under the April 1998 and April 1999 Safety Net Review - Wages decisions [Print Q1998 and R1999]. This arbitrated safety net adjustment may be offset against any equivalent amount in rates of pay receive by employees whose wages and conditions of employment are regulated by this award which are above the wage rates prescribed in the award. Such above award payment include wages payable pursuant to certified agreements, currently operating enterprise flexibility agreements, Australian Workplace Agreements, award variations which give effect to enterprise agreements and overaward arrangements. Absorption which is contrary to the terms of an agreement is not required.

Increases available under previous National Wages Case principles or under current Statement of Principles, excepting those resulting from enterprise agreements, are not to be used to offset arbitrated safety net adjustments.

15. ACCELERATED ADVANCEMENT

15.1 Entitlement to accelerated advancement

Subject to 15.2, a Registered Nurse - Level 1 (classified in clause 15 - Classifications and Salaries) shall be entitled to progress one increment on that person's first appointment following registration with the Nursing Board of Tasmania, or at any one time during the person's employment history as a Registered Nurse - Level 1, on attainment of the following:

- 15.1.1** a UG1 degree in nursing; or
- 15.1.2** registration in another branch of nursing or on another nursing register maintained by the Nursing Board of Tasmania where the employee is working in a particular practice setting which required the additional registration; or
- 15.1.3** successful completion of a post-registration course of at least twelve months duration, by an employee required to perform the duties of a position to which the course is directly relevant.

15.2 Limitation of entitlement

A Registered Nurse - Level 1 who has been advanced once in accordance with 15.1 shall not be entitled to further advancement under this clause.

15.3 Translation arrangements for accelerated advancement

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

16. MIXED FUNCTIONS

16.1 An employee engaged for more than two hours in any day on duties carrying a higher rate than his/her ordinary classification shall be paid the higher rates for such day.

16.2 If for two hours or less in any day he/she shall be paid the higher rate for the time so worked.

17. PAYMENT OF WAGES

17.1 Method of payment

17.1.1 Payment of wages shall be by direct bank deposit or some other method agreed by the employer.

17.1.2 Provided that any employee may nominate which bank or financial institution shall receive the payment of wages.

17.2 Day and interval of payment

Payment shall be at intervals of not more than two weeks and not later than Thursday of the week of payment.

17.3 Pay statement

Employees shall be supplied at the time of receiving their pay with a statement in writing showing the rate of pay to which they are entitled, the amount of ordinary pay, overtime, penalty rates and allowances and the amount of deduction for any purpose in respect of the amount paid.

17.4 Late payment of wages

An employee kept waiting for payment of wages after the usual time for ceasing work on pay day shall be paid at overtime rates for the additional time kept so waiting.

17.5 Payment upon termination

Upon termination of employment, all monies due to an employee shall be paid to the employee on the day of such termination or forwarded to the employee by post on the next working day.

18. SUPERANNUATION

18.1 The subject of superannuation is dealt with extensively by legislation including the Superannuation Guarantee (Administration) Act 1992, the Superannuation Guarantee Charge Act 1992, the Superannuation Industry (Supervision) Act 1993, and the Superannuation (Resolution of Complaints) Act 1993. This legislation, as varied from time to time, governs the superannuation rights and obligations of the parties.

18.2 Ordinary time earnings shall include an employee's classification rate, overaward payments, shift loading, casual loading, and any permanent all purpose work related allowance but shall exclude overtime payments, annual leave loading, annual or long service leave payments on termination and allowances paid as reimbursement of expenses.

PART 6 - HOURS OF WORK, BREAKS, OVERTIME, SHIFT WORK, WEEKEND WORK

19. HOURS OF WORK

19.1 The ordinary hours of duty shall be 38 hours per week to be worked in five days of eight hours each (Monday to Friday inclusive) continuously except for meal breaks between the hours of 8.00 a.m. and 7.00 p.m, exclusive of meal time.

19.2 Provided always that the spread of hours or daily hours prescribed may be altered as to all or a section of the employees by mutual agreement between the employer and the employees and the representative of the appropriate union.

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

20. THIRTY-EIGHT HOUR WEEK

20.1 Application

- 20.1.1** Employers will endeavour to implement the 38 hour week in the form of one paid day off in every two consecutive fortnightly pay periods (i.e. the nineteen day month).
- 20.1.2** However, where an employer encounters operational difficulties in implementation of the nineteen day month, discussion may take place with the union on an alternative method of introduction. In the event of disagreement, the matter shall be referred to the Commission. The onus in those proceedings is on the employer to prove the nineteen day month creates operational difficulties.
- 20.1.3** The accrued day off shall be rostered to fall on a day of the week other than a Saturday or Sunday. The employer will endeavour to ensure that the accrued day off is rostered to fall either the day immediately before or immediately after rostered days off.

20.2 Calculation of allowances

In the calculation of overtime rates and the additional rates for work on Saturdays, Sundays and public holidays, the hourly rate shall be calculated at 1/38th of the weekly rate.

20.3 Absences on leave without pay

When on leave without pay, 24 minutes for each day of absence should be deducted from the accrued day off.

20.4 Absence on public holidays and bereavement leave

Days of paid absence on public holidays and bereavement leave shall count toward the accrued day off on full pay.

20.5 Public holidays

- 20.5.1** Where an accrued day off falls on a public holiday, a substituted accrued day off should be taken as soon as possible.
- 20.5.2** Public holidays taken accrue towards an accrued day off.

21. MEALS AND REST BREAKS

21.1 Meal allowance - distant work

21.1.1 Where the duties of an employee require him/her to travel from his/her usual place of employment and he/she is more than sixteen kilometres therefrom at his/her meal hour, that employee shall, subject to this clause, be paid in the case of a meal purchased by the employee at any hotel, boarding house, or public eating place, a meal allowance at the following rates

Meal	Rate per meal \$
Breakfast	6.85
Lunch (or midday meal)	7.50
Dinner (or evening meal)	13.30

21.1.2 These rates shall be adjusted from time to time in accordance with the Nurses (Tasmanian Public Sector) Award 1992 [Print K5346 [N0168]].

21.2 Meal and rest period

21.2.1 A minimum period of half an hour or maximum period of one hour for lunch shall be taken between the hours of 12 noon and 2.00 p.m.

21.2.2 Employees shall be allowed a rest period between the start of duty and the midday meal break and a rest period between the resumption of duty after the midday meal break and the cessation of work for the day. Each rest period shall be of ten minutes duration.

21.2.3 Provided always that the length of the lunch break period may be varied by agreement between the employer and the employee.

21.3 Payment for work done during meal breaks

An employee who is required to work during the prescribed meal break shall for all work performed during such period and thereafter until a meal break is allowed, be paid at the rate of time and one half of his/her normal salary rate.

22. OVERTIME

22.1 Payment for working overtime

22.1.1 For all time worked in excess of and/or outside of the ordinary hours of work, Monday to Friday inclusive, payment shall be made at the rate of time and one half for the first two hours and double time thereafter.

22.1.2 For overtime worked on a Sunday payment of double time; and overtime performed on a public holiday to be paid at double time and one half.

22.2 Minimum period worked for overtime to be payable

22.2.1 Overtime shall not be payable unless the period of time worked in excess of the ordinary hours exceeds fifteen minutes on any day.

22.2.2 In computing overtime, each day's work shall stand alone.

22.3 Meal break to be provided prior to overtime

22.3.1 Unless the period of overtime is one and a half hours or less, an employee before starting overtime shall be allowed a meal break of twenty minutes which shall be paid for at ordinary rates.

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

22.4 Time off in lieu of overtime

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

22.4.2 Provided further that such agreement involves the employee indicating that he/she has had an opportunity to consult with a relevant union official.

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

22.5 Meal allowance

Where an employee is called upon to work more than one and one half hours after the usual time for finishing work the sum of \$5.50 shall be paid for a meal in addition to overtime rates.

22.6 Rest period after overtime

- 22.6.1** When overtime work is necessary, it shall be wherever reasonably practicable, be so arranged that employees have at least ten consecutive hours off duty between work of successive days.
- 22.6.2** An employee (other than a casual employee) who works so much overtime between the termination of his/her ordinary work on one day and the commencement of his/her ordinary work on the next day, that he/she has not had at least ten consecutive hours off duty between those times shall, subject to this clause, be released after completion of such overtime until he/she has had ten consecutive hours off duty without loss of pay for ordinary working time occurring during such absence.
- 22.6.3** If on the instructions of the employer such employee resumes or continues work without having such ten consecutive hours off duty, he/she shall be paid at double rates until he/she is released from duty for such period, and he/she shall then be entitled to be absent until he/she has ten consecutive hours off duty without loss of pay for ordinary working time occurring during such absence.

22.7 Transport of employees required to work overtime

- 22.7.1** Where an employee is required to work overtime and normal transport is not available he/she shall be provided by the employer with transport to his/her home.
- 22.7.2** An employee recalled to work overtime after leaving the employer's premises shall, if necessary, be provided by the employer with transport to and from his/her place of work before commencing and after concluding such overtime.

22.8 Call back

- 22.8.1** Except where otherwise specifically provided an employee recalled to work overtime after leaving the employers premises (whether notified before or after leaving such premises) shall be paid at the appropriate overtime rate applicable to the employee's salary:
- 22.8.1(a)** for the first recall a minimum payment of four hours work; and
 - 22.8.1(b)** for each subsequent recall a minimum payment of three hours work.
- 22.8.2** Provided always that time reasonably spent in getting to and from work shall be regarded as time worked.
- 22.8.3** Provided further that an employee who is recalled to work within two hours of the employee's normal starting time shall be paid at overtime rates with a minimum payment of two hours at double time.

22.9 Remote call

- 22.9.1** 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 90.00 cents for each hour that the employee is required to be so available, with a minimum payment of \$9.43 per day or shift when so rostered
- 22.9.2** Where an employee is recalled to duty, such employee shall be paid in accordance with 22.8, at the appropriate overtime rate.
- 22.9.3** Employees shall be rostered on remote call for a minimum period of seven consecutive days, otherwise a rotating roster system averaging at least seven days per employee per cycle shall be worked. Provided that by mutual agreement between the employer and the employees alternative arrangements may be made.

23. SATURDAY, SUNDAY AND HOLIDAY WORK

23.1 Saturday work

For all time of duty on a Saturday payment shall be made at the rate of time and one half for the first two hours and double time thereafter. Provided that all time of duty after 12.00 noon on Saturday shall be paid at the rate of double time.

23.2 Sunday work

For all time of duty on Sunday, payment shall be made at the rate of double time.

23.3 Holiday work

For all time of duty on any of the holidays mentioned in clause 27 - public holidays, payment shall be made at the rate of double time and one half.

PART 7 - LEAVE OF ABSENCE AND PUBLIC HOLIDAYS

24. ANNUAL LEAVE

24.1 Period of leave

24.1.1 Full-time employees

A period of 28 consecutive days leave shall be allowed annually to an employee after twelve months continuous service (less the period of annual leave).

24.1.2 Part-time employees

- 24.1.2(a)** Part-time employees (including employees who attract the 20% loading) shall be entitled to annual leave based on the number of ordinary hours worked in the leave year.

24.1.2(b) The leave entitlement shall be calculated as follows:

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

24.2 Annual leave exclusive of public holidays

24.2.1 Subject to this clause the annual leave prescribed by this clause shall be exclusive of any of the holidays prescribed by clause 27 - Public holidays and if any such holiday falls within an employee's period of annual leave and is observed on a day which in the case of that employee would have been an ordinary working day there shall be added to that period of annual leave time equivalent to the ordinary time which the employee would have worked if such day had not been a holiday.

24.2.2 Notwithstanding the foregoing provisions, a shift worker (including a part-time shift worker) shall have added to his/her period of annual leave one day for each statutory holiday mentioned in clause 31 - Public Holidays, whether or not such holiday is observed on a day which, for that employee would have been a rostered day off. This shall not apply to a statutory holiday which is observed on a Saturday or on a Sunday.

24.2.3 Notwithstanding any other of the foregoing provisions, a part-time shift worker whose place upon a roster does not rotate (by agreement between the relevant parties and persons bound by this award and the employees concerned) shall only have his/her period of annual leave extended by the addition of one day for each statutory holiday mentioned in clause 31 - Public Holidays hereof upon which he/she is rostered to work. This shall not apply in respect to a statutory holiday which is observed on a Saturday or a Sunday.

24.3 Time for taking leave

24.3.1 Annual leave shall be given and taken within a period not exceeding six months from the date when the right to annual leave accrued and not less than four weeks notice to the employee.

24.3.2 Notwithstanding the provisions of this clause an employee may elect, with the consent of the employer, to take annual leave in single day periods not exceeding five days in any calendar year at a time or times agreed between them.

24.4 Payment in lieu prohibited

Except as provided in 24.6 hereof payment shall not be made or accepted in lieu of annual leave.

24.5 Payment for period of leave

- 24.5.1** Each employee before going on leave shall be paid the amount of wages he/she would have received in respect of the ordinary time which he/she would have worked had he/she not been on leave during the relevant period.
- 24.5.2** Payment calculated in accordance with the provisions of this clause should be made for the full weeks of leave taken at the time, unless otherwise specified by the employee.
- 24.5.3** Payment shall be made not later than 12.00 noon on the last day of work prior to going on leave.

24.6 Proportionate leave on ending service

Employees who lawfully leave their employment or whose employment is terminated by the employer through no fault of the employee shall be paid their ordinary rate of wages at the rate of 3.166 hours for each completed week of continuous service in respect of which leave has not been granted.

24.7 Annual leave allowance

During a period of annual leave employees shall be paid an allowance by way of additional salary calculated at the rate of 17.5% of their normal salary, plus where applicable, any higher duty allowance or all purpose payment payable.

24.8 Calculation of continuous service

- 24.8.1** For the purpose of this clause, service shall be deemed to be continuous notwithstanding any absence from work on account of personal sickness or accident.
- 24.8.2** In calculating the period of twelve months continuous service any such absence as aforesaid shall not, except to the extent of not more than 91 days in any twelve monthly period, be taken into account in calculating the period of twelve months continuous service.

24.9 Employer instigated cancellation of leave

24.9.1 Monetary loss recoverable from employer

- 24.9.1(a)** 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 monetary loss directly associated with pre-established annual leave holiday arrangements, and such loss is deemed to be unrecoverable, the employee shall be entitled to recover such otherwise unrecoverable costs from the employer.

- 24.9.1(b)** Provided that such claims must be verified by the production of receipts or other form of documentation indicating the proper expenditure incurred associated with pre-holiday arrangements. This information is to be accompanied by written notification, from the person or organisation with whom or which the payment was made, stating the amount which is not recoverable.
- 24.9.1(c)** Provided further that 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.

24.9.2 Returning to work - costs recoverable

- 24.9.2(a)** An employee who, during a period of annual leave, responds to an employer instigated request to return to work during such a period of annual leave shall be entitled to redeem from the employer any travel and other associated costs incurred in returning to work and the subsequent resumption of annual leave. Such costs are deemed to be those in excess of costs normally incurred by the employee in travelling daily to and from work.
- 24.9.2(b)** The reimbursement of costs associated with the resumption of annual leave would only apply when the period of leave was deemed to be continuous, save only for the interruption occasioned by the return to work.
- 24.9.2(c)** Claims for reimbursement of travel and other associated costs must be accompanied by receipts and any other form of documentation which would be appropriate to the circumstances of the claim.

24.9.3 Annual leave recredited

- 24.9.3(a)** An employee, on returning to work in response to an employer instigated request, shall be recredited with one day's annual leave for each day or part thereof the employee is deemed to be at work.
- 24.9.3(b)** The employee shall be entitled to observe such additional recredited day or days in addition to that unused portion of approved annual leave (which the employee would have observed but for the interruption occasioned by his/her return to work) immediately upon the expiration of the period of duty for which the employer recalled the employee.
- 24.9.3(c)** Provided that an employee may elect to take the balance of unused leave and recredited days at a later date.

24.10 Leave allowed before due date

- 24.10.1** An employer may allow annual leave to an employee before the right thereto has accrued due but where leave is taken in such a case a further period of annual leave shall not commence to accrue until after the expiration of the twelve months in respect of which annual leave had been taken before it accrued.
- 24.10.2** Where leave had been granted to an employee pursuant to this clause before the right thereto has accrued due and the employee subsequently leaves or is discharged from the service of the employer before completing the twelve months continuous service in respect of which the leave was granted the employer may, for each complete month of the qualifying period of twelve months not served by the employee deduct from whatever remuneration is payable to the employee upon the termination of the employment, one-twelfth of the amount of wages paid on account of annual leave, which amount shall not include any sums paid for any of the holidays prescribed by clause 27 - Public holidays.

25. PERSONAL LEAVE

The provisions of this clause apply to full-time and regular part-time employees, but do not apply to casual employees.

25.1. Amount of paid personal leave

- 25.1.1** Paid personal leave will be available to an employee when they are absent due to:
- personal illness or injury (sick leave); or
 - for the purposes of caring for an immediate family or household member that is sick and requires the employee's care and support (carer's leave); or
 - because of bereavement on the death of an immediate family or household member (bereavement leave).
- 25.1.2** The amount of personal leave to which an employee is entitled accrues as follows:
- 25.1.2(a)** Up to ten working days (sick leave) plus three working days (bereavement leave) will be available in any year of service;
- 25.1.3** In any year unused personal leave accrues as follows:
- 25.1.3(a)** Ten working days sick leave entitlement less the amount of sick leave and carer's leave taken during the year.

25.2. Immediate family or household

25.2.1 The entitlement to carer's or bereavement leave is subject to the person in respect of whom the leave is taken being either:

25.2.1(a) a member of the employee's immediate family; or

25.2.1(b) a member of the employee's household.

25.2.2 The term **immediate family** includes:

25.2.2(a) spouse (including a former spouse, a de facto spouse and a former de facto spouse) of the employee. A de facto spouse means a person of the opposite sex to the employee who lives with the employee as his or her husband or wife on a bona fide domestic basis; and

25.2.2(b) child or an adult child (including an adopted child, a step child or an ex-nuptial child), parent, grandparent, grandchild or sibling of the employee or spouse of the employee.

25.3. Sick leave

25.3.1 An employee is entitled to use up to five working days of the current year's personal leave entitlement as sick leave in any year of service.

25.3.2 An employee is entitled to use accumulated personal leave for the purposes of sick leave where the current year's sick leave entitlement has been exhausted.

25.3.3 An employee shall within 48 hours of the commencement of such absence, inform the employer of the inability to attend for work, and as far as may be practicable, state the nature of the illness or injury and the estimated duration of the absence.

25.3.4 The employee shall prove to the satisfaction of the employer (or in the event of a dispute, to the Commission) that they are unable on account of illness or injury to attend for work on the day or days for which sick leave is claimed.

25.4. Bereavement leave

25.4.1 An employee is entitled to use up to three days personal leave as bereavement leave on each occasion.

25.4.2 Where an employee has exhausted all personal leave entitlements, including accumulated entitlements, they will be entitled to elect, with the consent of the employer, to take unpaid bereavement leave.

25.4.3 Proof of such death, in the form of a death notice or written evidence shall be furnished by the employee to the satisfaction of the employer, provided furthermore that this clause shall have no operation while the period of entitlement to leave under it coincides with any other period of entitlement to leave.

25.5. Carer's leave

- 25.5.1** An employee is entitled to use up to five days personal leave each year as carer's leave.
- 25.5.2** The employee shall, if required, establish by production of a medical certificate or statutory declaration, the illness of the person concerned.
- 25.5.3** An employee may elect, unpaid carer's leave by agreement with the employer.

26. PARENTAL LEAVE

The provisions of this clause apply to full-time and regular part-time employees, but do not apply to casual employees.

Subject to the terms of this clause employees are entitled to maternity, paternity and adoption leave and to work part-time in connection with the birth or adoption of a child.

26.1 Definitions

- 26.1.1** For the purpose of this clause **child** means a child of the employee under the age of one year except for adoption of a child where 'child' means a person under the age of five years who is placed with the employee for the purposes of adoption, other than a child or step-child of the employee or of the spouse of the employee or a child who has previously lived continuously with the employee for a period of six months or more.
- 26.1.2** Subject to clause 26.1.3, in this clause, **spouse** includes a de facto or former spouse.
- 26.1.3** In relation to clause 26.5, **spouse** includes a de facto spouse but does not include a former spouse.

26.2 Basic entitlement

- 26.2.1** After twelve months continuous service, parents are entitled to a combined total of 52 weeks unpaid parental leave on a shared basis in relation to the birth or adoption of their child. For females, maternity leave may be taken and for males, paternity leave may be taken. Adoption leave may be taken in the case of adoption.
- 26.2.2** Subject to 26.3.6, parental leave is to be available to only one parent at a time, in a single unbroken period, except that both parents may simultaneously take:
- 26.2.2(a)** for maternity and paternity leave, an unbroken period of up to one week at the time of the birth of the child;
 - 26.2.2(b)** for adoption leave, an unbroken period of up to three weeks at the time of placement of the child.

26.3 Maternity leave

26.3.1 An employee must provide notice to the employer in advance of the expected date of commencement of parental leave. The notice requirements are:

26.3.1(a) of the expected date of confinement (included in a certificate from a registered medical practitioner stating that the employee is pregnant) - at least ten weeks;

26.3.1(b) of the date on which the employee proposes to commence maternity leave and the period of leave to be taken – at least four weeks.

26.3.2 When the employee gives notice under 26.3.1(a) the employee must also provide a statutory declaration stating particulars of any period of paternity leave sought or taken by her spouse and that for the period of maternity leave she will not engage in any conduct inconsistent with her contract of employment.

26.3.3 An employee will not be in breach of this clause if failure to give the stipulated notice is occasioned by confinement occurring earlier than the presumed date.

26.3.4 Subject to clause 26.2.1 and unless agreed otherwise between the employer and employee, an employee may commence parental leave at any time within six weeks immediately prior to the expected date of birth.

26.3.5 Where an employee continues to work within the six week period immediately prior to the expected date of birth, or where the employee elects to return to work within six weeks after the birth of the child, an employer may require the employee to provide a medical certificate stating that she is fit to work on her normal duties.

26.3.6 Special maternity leave

26.3.6(a) Where the pregnancy of an employee not then on maternity leave terminates after 28 weeks other than by the birth of a living child, then the employee may take unpaid special maternity leave of such periods as a registered medical practitioner certifies as necessary.

26.3.6(b) Where an employee is suffering from an illness not related to the direct consequences of the confinement, an employee may take any paid sick leave to which she is entitled in lieu of, or in addition to, special maternity leave.

26.3.6(c) Where an employee not then on maternity leave suffers illness related to her pregnancy, she may take any paid sick leave to which she is then entitled and such further unpaid special maternity leave as a registered medical practitioner certifies as necessary before her return to work. The aggregate of paid sick leave, special maternity leave and parental leave, including parental leave taken by a spouse, may not exceed 52 weeks.

26.3.7 Where leave is granted under clause 26.3.4, during the period of leave an employee may return to work at any time, as agreed between the employer and the employee provided that time does not exceed four weeks from the recommencement date desired by the employee.

26.4 Paternity leave

26.4.1 An employee will provide to the employer at least ten weeks prior to each proposed period of paternity leave, with:

26.4.1(a) a certificate from a registered medical practitioner which names his spouse, states that she is pregnant and the expected date of confinement, or states the date on which the birth took place; and

26.4.1(b) written notification of the dates on which he proposes to start and finish the period of paternity leave; and

26.4.1(c) a statutory declaration stating:

26.4.1(c)(i) he will take that period of paternity leave to become the primary care-giver of a child;

26.4.1(c)(ii) particulars of any period of maternity leave sought or taken by his spouse; and

26.4.1(c)(iii) that for the period of paternity leave he will not engage in any conduct inconsistent with his contract of employment.

26.4.2 The employee will not be in breach of 26.4.1 if the failure to give the required period of notice is because of the birth occurring earlier than expected, the death of the mother of the child, or other compelling circumstances.

26.5 Adoption leave

26.5.1 The employee will notify the employer at least ten weeks in advance of the date of commencement of adoption leave and the period of leave to be taken. An employee may commence adoption leave prior to providing such notice, where through circumstances beyond the control of the employee, the adoption of a child takes place earlier.

26.5.2 Before commencing adoption leave, an employee will provide the employer with a statutory declaration stating:

26.5.2(a) the employee is seeking adoption leave to become the primary care-giver of the child;

26.5.2(b) particulars of any period of adoption leave sought or taken by the employee's spouse; and

26.5.2(c) that for the period of adoption leave the employee will not engage in any conduct inconsistent with their contract of employment.

- 26.5.3** An employer may require an employee to provide confirmation from the appropriate government authority of the placement.
- 26.5.4** Where the placement of a child for adoption with an employee does not proceed or continue, the employee will notify the employer immediately and the employer will nominate a time not exceeding four weeks from receipt of notification for the employee's return to work.
- 26.5.5** An employee will not be in breach of this clause as a consequence of failure to give the stipulated periods of notice if such failure results from a requirement of an adoption agency to accept earlier or later placement of a child, the death of a spouse, or other compelling circumstances.
- 26.5.6** An employee seeking to adopt a child is entitled to unpaid leave for the purpose of attending any compulsory interviews or examinations as are necessary as part of the adoption procedure. The employee and the employer should agree on the length of the unpaid leave. Where agreement cannot be reached, the employee is entitled to take up to two days unpaid leave. Where paid leave is available to the employee, the employer may require the employee to take such leave instead.

26.6 Variation of period of parental leave

Unless agreed otherwise between the employer and employee, an employee may apply to their employer to change the period of parental leave on one occasion. Any such change to be notified at least four weeks prior to the commencement of the changed arrangements.

26.7 Parental leave and other entitlements

An employee may in lieu of or in conjunction with parental leave, access any annual leave or long service leave entitlements which they have accrued subject to the total amount of leave not exceeding 52 weeks.

26.8 Transfer to a safe job

- 26.8.1** Where an employee is pregnant and, in the opinion of a registered medical practitioner, illness or risks arising out of the pregnancy or hazards connected with the work assigned to the employee make it inadvisable for the employee to continue at her present work, the employee will, if the employer deems it practicable, be transferred to a safe job at the rate and on the conditions attaching to that job until the commencement of maternity leave.
- 26.8.2** If the transfer to a safe job is not practicable, the employee may elect, or the employer may require the employee to commence parental leave for such period as is certified necessary by a registered medical practitioner.

26.9 Returning to work after a period of parental leave

- 26.9.1** An employee will notify of their intention to return to work after a period of parental leave at least four weeks prior to the expiration of the leave.
- 26.9.2** An employee will be entitled to the position which they held immediately before proceeding on parental leave. In the case of an employee transferred to a safe job pursuant to clause 26.8, the employee will be entitled to return to the position they held immediately before such transfer.
- 26.9.3** Where such position no longer exists but there are other positions available which the employee is qualified for and is capable of performing, the employee will be entitled to a position as nearly comparable in status and pay to that of their former position.

26.10 Replacement employees

- 26.10.1** A replacement employee is an employee specifically engaged or temporarily promoted or transferred, as a result of an employee proceeding on parental leave.
- 26.10.2** Before an employer engages a replacement employee the employer must inform that person of the temporary nature of the employment and of the rights of the employee who is being replaced.

27. PUBLIC HOLIDAYS

- 27.1** All employees shall be allowed the following days as paid holidays:

New Year's Day, Australia Day, Cup Day (half day), Hobart Regatta Day (south of Oatlands), Labour Day, Good Friday, Easter Monday, Anzac Day, Queen's Birthday, Show Day (as defined in 27.3), the first Monday in November (where Hobart Regatta Day is not observed), Christmas Day and Boxing Day.

- 27.2** Provided that the half-day Cup Day shall mean one half of the ordinary rostered shift on that day.
- 27.3** **Show Day** means not more than one local show day observed on an employee's ordinary working day, other than a Saturday or a Sunday, in the city, town or district in which the employee is employed; or such other day which, in the absence of such a local show day, is agreed on by the employee and the employer.
- 27.4** Payment to an employee for work performed on holidays mentioned in 27.1 shall be at the rates prescribed by 23.3 of this award.
- 27.5** An employee required to work on any of the holidays mentioned in 31.1, where such holiday applied at his/her normal place of work, but because his/her duties require the employee to work at a place where the holiday does not apply, shall have the time in lieu of such holiday added to his/her annual leave entitlement.

28. TOOLS OF TRADE

Employers shall reimburse the employees for the cost of all necessary appliances for surgical and clerical duties including writing materials and pens. The provisions of this clause will not apply when the employer provides all such equipment.

29. POSTING OF AWARD

The employer shall provide for a copy of this award, as amended from time to time, to be provided to the employees located at each of the branches of the Red Cross Blood Service at Hobart, Launceston, Devonport and Burnie.

30. NOTICE BOARD

The employer shall permit a notice board to be erected in the enterprise, or each part of an enterprise, to facilitate communication between employees and/or their union representatives.

B. This award shall come into effect on 1 November 2001 and shall remain in force for a period of twelve months.

BY THE COMMISSION:

DEPUTY PRESIDENT



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