

AT838634 - Nurses (Tasmanian Private Sector) Award 2005 [Transitional]

This AIR consolidated award incorporates all amendments up to and including 30 October 2007 (variation [PR979702](#)).

Clauses affected by the most recent amendment(s) are:

- [14. Classifications and salaries](#)
- [14A. Supported wage system](#)
- [18. Allowances](#)
- [22. Call arrangements](#)
- [29. Clothing, equipment and tools](#)

About this Award:

This award consolidates the Health and Welfare Services - Private Sector - Nurses - Tasmania - Award 1996 [AW783858]

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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. 00320 of 98)

NURSES (TASMANIAN PRIVATE SECTOR) AWARD 1994
(ODN C No. 31791 of 1991)
[AW783858 Print L3285]

Various employees

Health and welfare services

DEPUTY PRESIDENT LEARY

HOBART, 9 FEBRUARY 2005

Award simplification.

ORDER

A. The above award is varied as follows:

By deleting all clauses, schedules and appendices and inserting the following:

PART 1 - APPLICATION AND OPERATION OF AWARD

1. AWARD TITLE

This award shall be known as the Nurses (Tasmanian Private Sector) Award 2005.

2. ARRANGEMENT

[2 amended by [PR975745](#) ppc 01Dec06]

This award is arranged as follows:

Part 1 - Application and operation of award

1. Award title
2. Arrangement [[PR975745](#)]
3. Anti-discrimination
4. Definitions
5. Commencement date of award and period of operation
6. Parties bound
7. Relationship with other awards

Part 2 - Award flexibility

8. Index of facilitative provisions
9. Enterprise flexibility provisions

Part 3 - Communication, consultation and dispute resolution

10. Procedure for the avoidance of industrial disputes

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

11. Level 2 - Registered Nurse ratio
12. Contract of employment
13. Employment categories

Part 5 - Wages and related matters

14. Classifications and salaries [[PR979702](#)]
- 14A. Supported wage system [[PR979702](#)]
- 14B. Relationship to the National Training Wage Award 2000 [[PR975745](#)]
- 14C. School-based apprentices [[PR975745](#)]
15. Accelerated advancement
16. Mixed functions
17. Payment of wages
18. Allowances [[PR979702](#)]

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

19. Hours of work
20. Breaks
21. Overtime
22. Call arrangements [[PR979702](#)]
23. Shift workers

Part 7 - Leave of absence and public holidays

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

Part 8 - Transfers, travelling and working away from usual place of work

- 28. Travelling and excess fares

Part 9 - Clothing equipment and tools

- 29. Clothing, equipment and tools [[PR979702](#)]

Part 10 - Award compliance and union related matters

- 30. Notice board

Schedule A - Respondents

Schedule B - Nursing homes (Tasmania)

Schedule C - Nursing homes (Tasmania) Disability Services Schedule

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. DEFINITIONS

- 4.1 Afternoon shift** means a shift terminating between 6.00 p.m. and midnight.
- 4.2 Casual employee** means a person who either:
- 4.2.1** relieves a full-time or part-time employee; or
- 4.2.2** is engaged temporarily for specific duties for a period not exceeding eight weeks.
- 4.3 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.
- 4.4 Day shift** means a shift worked between the hours of 6.00 a.m. and 6.00 p.m. but does not include an employee working on Saturday or Sunday.
- 4.5 Day worker** means an employee whose weekly ordinary hours of work are performed between the period 7.00 a.m. and 7.00 p.m. on the days Monday to Friday inclusive.
- 4.6 Executive staff** means Director of Nursing.
- 4.7 Full-time employee** means a person engaged to work for the full ordinary hours prescribed in clause 19 - Hours of work.
- 4.8 Holiday** means Christmas Day, Boxing Day, New Year's Day, Australia Day, Cup Day (half day), Hobart Regatta Day (South of Oatlands), Eight Hours Day, Good Friday, Easter Monday, Anzac Day, Queen's Birthday, and Show Day in the relevant locality, the first Monday in November in those districts where Hobart Regatta Day is not observed or such other day as is generally observed in the locality as a substitute for any of the said days respectively.
- 4.9 Hospital** means a hospital registered as such under the *Hospitals Act 1918*.
- 4.10 Management unit** means for the purpose of these definitions a grouping of units as agreed between the parties.
- 4.11 Night shift** means a shift that is not day work, or a day or afternoon shift.
- 4.12 Nursing home** means a nursing home registered as such under the *Hospitals Act 1918*.
- 4.13 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.
- 4.14 Part-time shift worker** means a part-time employee who holds a position on a roster prescribed in 23.7.

- 4.15 Relevant award rate** means the rate specified for the appropriate year of service applicable to the employee in the appropriate classification in 14.2, excluding all allowances, loadings etc.
- 4.16 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.
- 4.17 Shift worker** means an employee other than a day worker.
- 4.18 Year of service** shall mean 1976 hours of actual service in an approved establishment, including public holidays, paid annual leave, and paid sick leave.

5. COMMENCEMENT DATE OF AWARD AND PERIOD OF OPERATION

This award shall come into effect on 9 February 2005 and shall remain in force for a period of six months.

6. PARTIES BOUND

This award shall be binding upon the Australian Nursing Federation (ANF) and its members and the Health Services Union of Australia (HSUA) and its members and the employers listed in Schedule A - Respondents, in respect of all their employees in the State of Tasmania for which provision is made herein.

7. RELATIONSHIP WITH OTHER AWARDS

7.1 Succession of previous awards

This award replaces the Nurses (Tasmanian Private Sector) Award 1994 [AW783858 Print L3285] and the Health and Welfare Services - Private Sector - Nurses Tasmania (Roping-In No.1) Award 1996 [AW783859 Print N3889] in respect of employment to which it applied, provided that no right, obligation or liability incurred or accrued shall be affected by this supersession.

7.2 Existing custom and practice - shift premiums

7.2.1 In establishments, or sections of establishments where existing custom and practice as at the date of operation was that shift premiums were paid, no employee shall be disadvantaged, while continuing to work the same shifts as previously.

7.2.2 Such shift allowances shall be varied in accordance with any future movements in the shift allowance due to variation to the award.

PART 2 - AWARD FLEXIBILITY

8. INDEX OF FACILITATIVE PROVISIONS

8.1 A facilitative provision provides that the standard approach in an award provision may be departed from by agreement between an individual employer and an employee, or the majority of employees, in the enterprise or part of the enterprise concerned.

8.2 Facilitative provisions in this award are contained in the following clauses:

Clause title	Clause number
Enterprise flexibility	9.
Terms of engagement - casual employees	13.1.1(b)
Minimum work provided - part-time employees	13.2.4(b)
Part-time employees	13.2.5
Payment of wages	17.1.3
Method of payment	17.2
Alternative arrangements	17.5.2
Hours of work	19.2.2
Work during meal break	20.2.4
Meal break	20.3
Overtime	21.2.2
Time off in lieu of overtime	21.6
Shift workers - ordinary hours	23.1.2(b)
Shift workers - ordinary hours	23.1.3
Shift workers - ordinary hours	23.1.4
Shift allowances	23.3.2
Shift allowances	23.3.3
Broken shifts	23.6.2
Minimum days off	23.8.4
Meal breaks	23.8.6(b)
Deferment of annual leave loading	24.3.2
Unpaid leave for family purposes	25.5.6
Annual leave	25.5.7
Time off in lieu of payment for overtime	25.5.8
Make-up time	25.5.9

9. ENTERPRISE FLEXIBILITY PROVISIONS

(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 employees 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 - COMMUNICATION, CONSULTATION AND DISPUTE RESOLUTION

10. PROCEDURE 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 delegate or other employee representative 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, a representative of the union or other employee representative 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. 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. No party shall be prejudiced as to the final settlement by the continuance of work.

10.1.6 Each employer will formulate policies and practices in accordance with these procedures, which shall be circulated to all employees throughout each hospital or home.

10.2 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. LEVEL 2 - REGISTERED NURSE RATIO

11.1 The minimum number of full-time equivalent (FTE) at Level 2 shall be:

11.1.1 In the case of a hospital - 25% of the Registered Nurse FTE positions in each worksite.

11.1.2 For all others - 25% of the Registered Nurse FTE positions.

11.1.2(a) Provided that positions at Level 4 and above shall not be taken into account for the purpose of the calculation.

12. CONTRACT OF EMPLOYMENT

12.1 Except as hereinafter provided, employment shall be by the fortnight. Any employee not specifically engaged as a casual employee shall be deemed to be employed by the fortnight.

12.2 An employee (other than a casual employee) who is subject to this award, is entitled to be paid in respect of any week, their normal weekly wage at a rate fixed by the award, including overtime and other penalty rates, if any, if:

12.2.1 due to the act, default or order of an employer, the employee does not work for the maximum number of ordinary working hours specified in the award (in the case of a full-time employee and the maximum number of ordinary working hours which the employee is contracted to work (in the case of part-time employees); and

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

13. EMPLOYMENT CATEGORIES

13.1 Casual employees

13.1.1 Terms of engagement

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

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

13.1.2 Payment for ordinary time

A casual employee for working ordinary time shall be paid per hour 1/38th of the weekly rates prescribed for the work which he/she performs. In addition thereto a casual employee shall receive 20% of the ordinary hourly rate in respect of each hour for which he/she is paid; such additional amount to be payment in lieu of annual leave, sick leave and public holidays.

13.2 Part-time employees

13.2.1 Employees engaged to work 20 or more hours per week

13.2.1(a) Part-time employees engaged to work 20 or more hours per week shall be entitled to the annual leave and sick leave as prescribed in clause 24 - Annual leave, and clause 25 - Personal leave, and the holidays prescribed in clause 27 - Public holidays, provided that payment therefore shall be made at the rate normally paid to such employee for a similar period of time worked.

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

13.2.2 Employees engaged to work less than 20 hours per week

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

13.2.3 Penalty rates

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

13.2.3(b) Provided that a part-time employee who receives a loading in lieu of sick leave, annual leave and public holidays shall be paid at the rate of 1.7 times the relevant award rate for work on a public holiday.

13.2.3(c) In the case of nursing homes, part-time employees working less than 20 hours per week who were not entitled to receive penalty rates, prior to 1 June 1980, for work on public holidays shall be entitled to receive penalty rates as prescribed by this award on or after this date.

13.2.4 Minimum work provided

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

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

13.2.5 Pro rata benefits in lieu of loading

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

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

13.2.6 Leave without pay in lieu of annual leave

13.2.6(a) An employee working less than 20 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. Leave under this provision shall not be cumulative.

13.2.6(b) Leave allowed under this provision may be taken in not more than two separate periods.

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 or a nurse enrolled as such under the provisions of the *Nursing Act 1995*.
- 14.1.2 Enrolled Nurse** means a nurse enrolled as such with the Nursing Board of Tasmania under the provisions of the *Nursing Act 1995*.
- 14.1.3 Registered Nurse - Level 1** means a Registered Nurse who is not otherwise classified within a level of Registered Nurse positions.
- 14.1.4 Registered Nurse - Level 2** means a Registered Nurse who is appointed as such, and:
- 14.1.4(a)** has demonstrated competence in basic nursing practice and the ability to provide direct care in more complex nursing care situations; and
 - 14.1.4(b)** has the ability and skills to provide guidance to Registered Nurses - Level 1; and
 - 14.1.4(c)** is employed within a clinical unit;
- 14.1.5 Registered Nurse - Community Health/Domiciliary** means a Registered Nurse employed in this setting and who is not otherwise classified.
- 14.1.6 Registered Nurse - Level 3** means a Registered Nurse who is appointed as such, and may be referred to as: Clinical Nurse Consultant or Nurse Manager or Staff Development Nurse.
- 14.1.6(a) Clinical Nurse Consultant**

Coordinates the delivery of care in a clinical unit and may provide direct care to selected patients/clients/resident with complex care requirements and is accountable for standards of nursing care in a clinical unit;
 - 14.1.6(b) Nurse Manager**

Is responsible and accountable for the management of resources within a management unit;
 - 14.1.6(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 patients/clients and others.

- 14.1.7 Registered Nurse - Level 3A** means a Registered Nurse appointed as such who may be referred to as the Evening, Night or Weekend Supervisor and is accountable for the overall provision of patient/client/resident care and the management of resources.
- 14.1.8 Registered Nurse - Level 4** means a Registered Nurse who is appointed as such and may be referred to as Assistant Director of Nursing - Clinical; Assistant Director of Nursing - Management; Assistant Director of Nursing - Staff Development.
- 14.1.8(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;
- 14.1.8(b) Assistant Director of Nursing - Management** is responsible and accountable for management resources in an assigned number of management units;
- 14.1.8(c) Assistant Director of Nursing - Staff Development** is responsible for the co-ordination, development and evaluation of post-basic education courses approved by the Nursing Board of Tasmania or Staff development programmes.
- 14.1.9 Registered Nurse - Level 5** means a Registered Nurse who is appointed as Director of Nursing and who is a member of the executive management team, responsible and accountable for the overall coordination of the Nursing Division.
- 14.1.10 Student/Trainee Enrolled Nurse** means an employee undergoing training in an approved course in enrolled nursing under the provisions of the *Nursing Act 1995*.

14.2 Salaries

[14.2 substituted by [PR968326](#); varied by [PR975745](#); substituted by [PR979702](#) ppc 01Oct07]

An employee appointed or promoted to a position within a classification or level prescribed by this award shall be paid the salary rate determined for the relevant classification or level as hereinafter set forth.

Classification	Per annum \$
1. Student/Trainee Enrolled Nurse	
1st year of training	30370
2nd year of training	30795

2. Enrolled Nurse	
1st year of service	32723
2nd year of service	33216
3rd year of service	33708
4th year of service	34200
5th year of service	34588
3. Registered Nurse - Level 1	
1st year of service	34772
2nd year of service	36064
3rd year of service	37033
4th year of service	37982
5th year of service	39212
6th year of service	40442
7th year of service	41672
8th year of service and thereafter	42800
4. Registered Nurse - Level 2	
1st year of service	44030
2nd year of service	44743
3rd year of service	45565
4th year of service and thereafter	46385
5. Registered Nurse - Community Health/Domiciliary	
1st year of service	40442
2nd year of service	42798
3rd year of service	44030
4th year of service	44743
5th year of service	45563
6th year of service	46383
6. Registered Nurse - Level 3	
1st year of service	47921
2nd year of service	48843
3rd year of service	49766
4th year of service	50688
7. Nurse Undertaking Post Graduate Training	

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

8. Registered Nurse - Level 3A	52748
9. Registered Nurse - Level 4	
<u>Grade 1</u>	55608
St Johns Hospital Calvary St Lukes Hospital St Helens Hospital North - West Private Hospital Nursing Home Beds 1 - 120	
10. Registered Nurse - Level 5	
<u>Grade 4</u>	66887
St Johns Hospital Calvary Hospital St Lukes Hospital Nursing Home Beds 91 - 90	
<u>Grade 3</u>	62785
St Helens Hospital St Vincents Hospital Nursing Home Beds 61 - 90	
<u>Grade 2</u>	59198
North West Private Hospital	
<u>Grade 1</u>	55611
Hobart Clinic and others including Rehabilitation Tasmania	

14.2.1 Safety net adjustment

[14.2.1 substituted by [PR968326](#); [PR975745](#) ppc 01Dec06]

The rates of pay in this award include the adjustment made by the Australian Industrial Relations Commission in its *Wages and Allowances Review 2006 decision* [PR002006]. This adjustment may be offset against any equivalent amount in rates of pay received 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 payments include wages payable pursuant to certified agreements, currently operating enterprise flexibility agreements, Australian workplace agreements, award variations to give effect to enterprise agreements and overaward arrangements. Absorption which is contrary to the terms of an agreement is not required.

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

14A. SUPPORTED WAGE SYSTEM

[14A inserted by [PR975745](#) ppc 01Dec06]

14A.1 This clause defines the conditions which will apply to employees who because of the effects of a disability are eligible for a supported wage under the terms of this agreement/award. In the context of this clause, the following definitions will apply:

14A.1.1 Supported wage system means the Commonwealth Government system to promote employment for people who cannot work at full award wages because of a disability, as documented in *Supported Wage System: Guidelines and Assessment Process*.

14A.1.2 Accredited assessor means a person accredited by the management unit established by the Commonwealth under the supported wage system to perform assessments of an individual's productive capacity within the supported wage system.

14A.1.3 Disability support pension means the Commonwealth pension scheme to provide income security for persons with a disability as provided under the *Social Security Act 1991*, as amended from time to time, or any successor to that scheme.

14A.1.4 Assessment instrument means the form provided for under the supported wage system that records the assessment of the productive capacity of the person to be employed under the supported wage system.

14A.2 Eligibility criteria

14A.2.1 Employees covered by this clause will be those who are unable to perform the range of duties to the competence level required within the class of work for which the employee is engaged under this agreement/award, because of the effects of a disability on their productive capacity and who meet the impairment criteria for receipt of a disability support pension.

14A.2.2 This clause does not apply to any existing employee who has a claim against the employer which is subject to the provisions of workers' compensation legislation or any provision of this agreement/award relating to the rehabilitation of employees who are injured in the course of their employment.

14A.2.3 This clause does not apply to employers in respect of their facility, programme, undertaking, service or the like which receives funding under the *Disability Services Act 1986* and fulfils the dual role of service provider and sheltered employer to people with disabilities who are in receipt of or are eligible for a disability support pension, except with respect to an organisation which has received recognition under s.10 or under s.12A of the *Disability Services Act*, or if a part only has received recognition, that part.

14A.3Supported wage rates

14A.3.1 Employees to whom this clause applies shall be paid the applicable percentage of the minimum rate of pay prescribed by this award/agreement for the class of work which the person is performing according to the following schedule:

Assessed capacity (clause 14A.4)	Prescribed award rate
10% *	10%
20%	20%
30%	30%
40%	40%
50%	50%
60%	60%
70%	70%
80%	80%
90%	90%

14A.3.2 Provided that the minimum amount payable shall be not less than \$64 per week.

14A.3.3 * Where a person's assessed capacity is 10%, they shall receive a high degree of assistance and support.

14A.4Assessment of capacity

For the purpose of establishing the percentage of the award rate to be paid to an employee under this award/agreement, the productive capacity of the employee will be assessed in accordance with the supported wage system and documented in an assessment instrument by either:

14A.4.1 The employer and a union party to the award/agreement, in consultation with the employee or, if desired by any of these;

14A.4.2 The employer and an accredited assessor from a panel agreed by the parties to the award and the employee.

14A.5Lodgment of assessment instrument

14A.5.1 All assessment instruments under the conditions of this clause, including the appropriate percentage of the award wage to be paid to the employee, shall be lodged by the employer with the Registrar of the Australian Industrial Relations Commission.

14A.5.2 All assessment instruments shall be agreed and signed by the parties to the assessment, provided that where a union which is party to the award/agreement, is not a party to the assessment, it shall be referred by the Registrar to the union by certified mail and shall take effect unless an objection is notified to the Registrar within ten working days.

14A.6 Review of assessment

The assessment of the applicable percentage should be subject to annual review or earlier on the basis of a reasonable request for such a review. The process of review shall be in accordance with the procedures for assessing capacity under the supported wage system.

14A.7 Other terms and conditions of employment

Where an assessment has been made, the applicable percentage shall apply to the wage rate only. Employees covered by the provisions of the clause will be entitled to the same terms and conditions of employment as all other workers covered by this award/agreement paid on a pro rata basis.

14A.8 Workplace adjustment

An employer wishing to employ a person under the provisions of this clause shall take reasonable steps to make changes in the workplace to enhance the employee's capacity to do the job. Changes may involve re-design of job duties, working time arrangements and work organisation in consultation with other workers in the area.

14A.9 Trial period

14A.9.1 In order for an adequate assessment of the employee's capacity to be made, an employer may employ a person under the provisions of this clause for a trial period not exceeding twelve weeks, except that in some cases additional work adjustment time (not exceeding four weeks) may be needed.

14A.9.2 During that trial period the assessment of capacity shall be undertaken and the proposed wage rate for a continuing employment relationship shall be determined.

[14A.9.3 substituted by [PR979702](#) ppc 01Oct07]

14A.9.3 The minimum amount payable to the employee during the trial period shall be no less than \$66 per week.

14A.9.4 Work trials should include induction or training as appropriate to the job being trialled.

14A.9.5 Where the employer and employee wish to establish a continuing employment relationship following the completion of the trial period, a further contract of employment shall be entered into based on the outcome of assessment under 14A.4 hereof.

14B. RELATIONSHIP TO THE NATIONAL TRAINING WAGE AWARD 2000

[14B inserted by [PR975745](#) ppc 01Dec06]

A party to this award shall comply with the terms of the *National Training Wage Award 2000 [Transitional]*, [AT790899CAN] as varied, as though bound by clause 4 of that award.

14C. SCHOOL-BASED APPRENTICES

[14C inserted by [PR975745](#) ppc 01Dec06]

- 14C.1**This clause shall apply to school-based apprentices. A school-based apprentice is a person who is undertaking an apprenticeship in accordance with this clause while also undertaking a course of secondary education.
- 14C.2**The hourly rates for full-time junior and adult apprentices as set out in this award shall apply to school-based apprentices for total hours worked including time deemed to be spent in off-the-job training.
- 14C.3**For the purposes of 14B.2 above, where an apprentice is a full-time school student, the time spent in off-the-job training for which the apprentice is paid is deemed to be 25% of the actual hours each week worked on-the-job. The wages paid for training time may be averaged over a semester or year.
- 14C.4**The school-based apprentice shall be allowed, over the duration of the apprenticeship, the same amount of time to attend off-the-job training as an equivalent full-time apprentice.
- 14C.5**For the purposes of this clause, off-the-job training is structured training delivered by a Registered Training Organisation separate from normal work duties or general supervised practice undertaken on the job.
- 14C.6**The duration of the apprenticeship shall be as specified in the training agreement or contract for each apprentice. The period so specified to which the apprentice wage rates apply shall not exceed six years.
- 14C.7**School-based apprentices shall progress through the wage scale at the rate of 12 months progression for each two years of employment as an apprentice.
- 14C.8**These rates are based on a standard full-time apprenticeship of four years. The rate of progression reflects the average rate of skill acquisition expected from the typical combination of work and training for a school-based apprentice undertaking the applicable apprenticeship.
- 14C.9**Where an apprentice converts from school-based to full-time, all time spent as a full-time apprentice shall count for the purposes of progression through the wage scale. This progression shall apply in addition to the progression achieved as a school-based apprentice.
- 14C.10**School-based apprentices shall be entitled pro rata to all of the conditions of employees under this award.

15. ACCELERATED ADVANCEMENT

15.1 Entitlement

15.1.1 Subject to 15.1.2, a Registered Nurse - Level 1 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) a UG1 degree in nursing; or

15.1.1(b) 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

15.1.1(c) 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.

15.1.2 A Registered Nurse - Level 1 who has been advanced once in accordance with 15.1.1 shall not be entitled to further advancement under this clause.

15.2 Translation arrangements for accelerated advancement

15.2.1 From the first full pay period commencing on or after 1 January 1992 any Registered Nurse - Level 1 who meets the criteria of the above clause shall be entitled to immediate accelerated advancement in accordance with the above clause.

15.2.2 Existing incremental dates shall not be affected by progression in accordance with the above clause.

16. MIXED FUNCTIONS

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

17. PAYMENT OF WAGES

17.1 Time and interval of payment

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

17.2 Method of payment

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

17.3 Statement of wages

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

17.4 Deduction of moneys

- 17.4.1** Upon authorisation by an employee, the employer shall deduct monies from the employee's salary for payment of medical benefits, union subscriptions and other regular deductions.

17.5 Late payment of wages

17.5.1 Payment during waiting time for late wages

- 17.5.1(a)** Except in circumstances beyond the control of the employer and subject to 17.5.2 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.
- 17.5.1(b)** Further, such payment at overtime rates shall continue during all ordinary hours of work on each succeeding day or days, including rostered days off, up to a maximum of 7.6 hours per day, until such time as payment is effected.

17.5.1(c) 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.

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

17.5.2 Agreed alternative arrangements - no penalty to apply

Subject to 17.5.3, the provisions of 17.5.1 shall have no effect in circumstances whereby payment cannot be effected on pay day but the employer and employee agree to an alternative arrangement for payment.

17.5.3 Alternative arrangement broken - penalty to apply

Should however, the employer fail to discharge payment in accordance with the terms of the alternatively agreed arrangement, as provided in 17.5.2 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 17.5.1 until such time as payment is effected.

17.6 Allowances not taken into account

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

17.6.2 Notwithstanding the foregoing, the 20% loading payable to casual and part-time employees working less than 20 hours per week 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.

17.7 Payment on termination

17.7.1 Where employment is terminated summarily or on the giving of the prescribed notice all moneys owing shall, where practical, be paid to the employee on termination.

17.7.2 If payment on termination is not practical the employer shall, on the next working day of the pay office send to the employee's recorded home address all moneys due by registered post, or, if agreed between the employer and employee, the employer shall make the moneys available at a nominated location.

17.7.3 Except in circumstances beyond the employer's control if the money is not posted within that time, or is not available at the nominated location, then any time spent waiting after the date of termination shall be paid for at ordinary rates up to a maximum of 7.6 hours per day for each day that they are deemed to be kept waiting and shall continue until such time as payment is effected.

17.7.4 Provided further that no waiting time is payable where the employee nominates to pick up his/her moneys at a location and then does not report to pick up those moneys.

18. ALLOWANCES

18.1 Higher duties allowance

[18.1.1 varied by [PR968326](#); substituted by [PR975745](#); [PR979702](#) ppc 01Oct07]

18.1.1 A Registered Nurse Level 1 or Level 2 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 the \$11.43 for each shift worked.

18.1.2 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.

18.2 Licence allowance

18.2.1 An employee directed by the employer to drive vehicles requiring a licence issued by the Transport Commission, shall upon presentation of his/her current licence to the employer, be reimbursed the cost of the driver's licence fee.

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

18.3 District allowance

18.3.1 The purpose of this general allowance is to compensate for excess costs necessarily incurred by an employee living in an **isolated area** and without limiting the foregoing includes partial reimbursement for long distance phone calls, freight, fuel and depreciation costs.

18.3.2 Where a person is stationed permanently in the following districts he/she may, on the determination of the employer, be paid an allowance in accordance with the following rates, viz.:

18.3.2(a) Category B - locations under the Commonwealth Taxation Zone B prescription:

[18.3.2(a)(i) varied by [PR968326](#); substituted by [PR975745](#); [PR979702](#) ppc 01Oct07]

18.3.2(a)(i) person with dependent relatives residing with him/her - \$1324.26 per annum;

[18.3.2(a)(ii) varied by [PR968326](#); substituted by [PR975745](#); [PR979702](#) ppc 01Oct07]

18.3.2(a)(ii) other (no dependents) - \$663.74 per annum.

Provided always that an employee with dependents residing with him/her shall be regarded as an employee without dependents if his/her spouse, of entitlement arising from employment, is in receipt of a district allowance.

18.3.3 District allowance - part-time employees

The district allowance payable to full-time employees under the provisions of this award shall be paid to part-time employees on the following basis:

- less than 10 hours per week - 1/4 of the rates prescribed for similar full-time employees;
- 10 hours but less than 20 hours per week - 1/2 of the rates prescribed for similar full-time employees;
- 20 hours but less than 30 hours per week - 3/4 of the rates prescribed for similar full-time employees;
- 30 hours or more per week - the full amount of the rates prescribed for similar full-time employees.

18.4 Meal allowance when required to work away from headquarters

Where the duties of an employee require him/her to travel from his/her headquarters, and he/she, so required is more than 10 miles or 16 kilometres away at his/her normal meal hour, that employee shall, subject to this clause be paid:

[18.4.1 varied by [PR968326](#); substituted by [PR975745](#); amended by [PR979180](#); substituted by [PR979702](#) ppc 01Oct07]

18.4.1 In the case of a meal purchased by the employee at any hotel, boarding house or public eating place, a meal allowance at the following rates:

Meal	Rates per Meal
	\$
Breakfast	7.81
Lunch (or midday meal)	8.62
Dinner (or evening meal)	15.19

[18.4.2 varied by [PR968326](#); substituted by [PR975745](#); [PR979702](#) ppc 01Oct07]

18.4.2 In case of a meal provided by the employee a meal allowance of \$2.42 for each meal so provided.

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

18.5 Meal to be provided/allowance paid

[18.5 varied by [PR968326](#); substituted by [PR975745](#); amended by [PR979180](#); substituted by [PR979702](#) ppc 01Oct07]

An employee required to work for more than two hours without being notified on the pervious day or earlier that he/she will be so required will be paid \$5.12 or shall be supplied with a meal by the employer.

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

19. HOURS OF WORK

19.1 Ordinary hours of work - day workers

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

19.2 Spread of hours

19.2.1 The ordinary hours as defined in 19.1 are to be worked in five days Monday to Friday inclusive in continuous periods of eight hours per day respectively, except for a meal break of not more than one hour's duration, between 7.00 a.m. and 7.00 p.m. on such days.

19.2.2 Provided always that the spread of hours or daily hours prescribed may be altered as to all or a section of the employees by mutual agreement between the employer, the majority of employees involved in the area concerned.

19.2.3 Provided further that work performed by day workers, other than by agreement as prescribed above prior to 7.00 a.m. and after 7.00 p.m. shall be paid for at overtime rates but shall be deemed, for the purposes of this clause, to be part of the employees ordinary hours of work where his/her ordinary hours of work within the period 7.00 a.m. to 7.00 p.m. in any week, have been less than 38.

19.3 Thirty-eight hour week

19.3.1 Application

19.3.1(a) Employers will endeavour to implement the 38 hour week in the form of one paid day off in every two consecutive fortnightly pay periods (i.e. the 19 day month).

19.3.1(b) However, where an employer encounters operational difficulties in implementation of the 19 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 19 day month creates operational difficulties.

19.3.1(c) 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.

19.3.2 Calculation of allowances

In the calculation of overtime rates, afternoon and night shift allowances and the additional rates for work on Saturdays, Sundays and Public Holidays, the hourly rate shall be calculated at 1/38 of the weekly rate.

19.3.3 Absences on leave without pay

As no paid employment existed, 24 minutes for each day of absence should be deducted from the accrued day off.

19.3.4 Absence on public holidays and compassionate leave

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

19.3.5 Public holidays

19.3.5(a) Where an accrued day off falls on a public holiday, a substituted accrued day off should be taken as soon as possible.

19.3.5(b) Public holidays taken accrue towards an accrued day off.

19.3.6 Part-time employees - work performed outside normal spread of hours

19.3.6(a) Part-time employees engaged to work in a day work situation but outside the spread of hours specified in 19.1 and 19.2 shall receive penalty rates as follows:

19.3.6(a)(i) Monday to Saturday - time and one half for the first two hours, double time thereafter;

19.3.6(a)(ii) Sunday - double time;

19.3.6(a)(iii) Public holidays - double time and a half.

19.3.6(b) Provided always that this paragraph shall not apply to positions in existence as at 14 June 1984 where the employees involved had, prior to that date, been paid as shift workers and to such additional positions as may be agreed between a hospital board and the appropriate unions.

20. BREAKS

20.1 Meal times - day workers only

The minimum time to be allowed for meals shall be half an hour.

20.2 Work during meal break

- 20.2.1** Subject to existing customs and practices a day worker who is directed to work during his/her recognised meal break shall, for all work performed during such period and thereafter until a meal break is allowed, be paid at the rate of time and one half of his/her normal salary rate.
- 20.2.2** The meal break prescribed in 23.1.2(c) shall be available to employees who have worked in excess of four hours.
- 20.2.3** Where an employee is interrupted during meal break by a call to duty, such meal break shall be counted as time worked and the employee shall be allowed a meal break as soon as practicable for the employee to have a meal break during the remainder of his or her ordinary working hours. He or she shall receive overtime pay for the interrupted meal break.
- 20.2.4** Provided that unless agreed between the parties a shift worker who is unrelieved for the period of the meal break and until such time he/she is relieved shall be paid at the rate of time and a half of his/her normal salary rate.

20.3 Meal break when required to work overtime

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

20.4 Charges for meal provided by employer

- 20.4.1** The maximum amount that shall be charged or deducted where an employee receives a meal from his/her employer shall be:

Meal	Rates per meal	
	Hospitals and others \$	Nursing homes \$
Lunch or evening meal:		
Two or three courses	4.40	4.30
Single hot or cold main course	3.50	3.30
Single (other course i.e. soup or sweet)	3.20	3.00
All breakfasts	3.20	3.00

20.4.2 Provided always that:

20.4.2(a) A minimum of \$3.20 (Hospital and others) and \$3.00 (Nursing Homes) applies for each meal taken.

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

21. OVERTIME

21.1 Requirement to work reasonable overtime

21.1.1 Subject to 21.1.2 an employer may require an employee to work reasonable overtime at overtime rates.

21.1.2 An employee may refuse to work overtime in circumstances where the working of such overtime would result in the employee working hours which are unreasonable having regard to:

21.1.2(a) any risk to employee health and safety;

21.1.2(b) the employee's personal circumstances including any family responsibilities;

21.1.2(c) the needs of the workplace or enterprise;

21.1.2(d) the notice (if any) given by the employer of the overtime and by the employee of his or her intention to refuse it; and

21.1.2(e) any other relevant matter.

21.1.3 No overtime shall be worked without the prior approval of the employer.

21.2 Payment for working overtime

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

21.2.1(a) Monday to Friday inclusive - time and a half for the first two hours and double time thereafter;

21.2.1(b) Saturday - time and a half for the first two hours and double time thereafter;

21.2.1(c) Sunday - double time;

21.2.1(d) Public holidays - double time and one half.

21.2.2 Provided always that an employee who holds a position which regularly requires him/her to work on public holidays shall, where mutually agreeable, be paid, in addition to any paid time off in lieu granted by the employer concerned, at the rate of time and one half of his/her ordinary rate for the first eight hours worked during his/her normal spread of hours, and thereafter in accordance with the overtime rates in 21.2.1.

21.2.3 Provided that no employee shall receive in the aggregate more than the equivalent of double time and a half of his/her ordinary rate.

21.4 Directors of Nursing

21.4.1 Directors of Nursing shall not be entitled to receive payment for overtime.

21.4.2 Provided always that where, in the opinion of the employer the circumstances so require, Directors of Nursing who work overtime on rostered nursing duties in excess of their ordinary duties as Director of Nursing shall be entitled to receive overtime payment at the maximum overtime rate applicable to an employee classified as a Registered Nurse for all time worked on such nursing duties.

21.5 Calculation of overtime penalty to be based on award rates

The calculation of the overtime penalty prescribed in 21.2 in the case of an employee in receipt of a loading in lieu of sick leave, annual leave and public holidays shall be based upon the relevant award rate.

21.6 Time off in lieu of overtime

21.6.1 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.

21.6.2 Provided further that such agreement involves the employee indicating that he/she has had an opportunity to consult with an employee representative.

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

22. CALL ARRANGEMENTS

22.1 Call back

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

22.1.1(a) for the first recall a minimum payment of four hours work; and

22.1.1(b) for each subsequent recall a minimum payment of three hours work.

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

22.1.3 Provided further that an employee who is recalled to work within two hours of his or her normal starting time shall be paid at overtime rates with a minimum payment of two hours at double time.

22.2 Close call

22.2.1 An employee may be required by the employer to remain on **close call** (that is on call for duty and not allowed to leave the hospital precincts).

22.2.2 An employee held on close call shall:

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

22.2.2(b) if required to commence work be paid in accordance with the appropriate overtime rate, provided that such payment shall be at least equivalent to the minimum payment set forth in 22.1.

22.3 Remote call

[22.3.1 substituted by [PR975745](#); [PR979702](#) ppc 01Oct07]

22.3.1 An employee who is rostered to remain on remote call (this is on duty and allowed to leave the establishment's precincts) shall be paid \$1.12 for each hour that the employee is required to be so available, with a minimum payment of \$11.52 per day or shift when so rostered.

22.3.2 Where a rostered employee is recalled to work he/she shall be paid in accordance with 22.1 in addition to the allowance specified in 22.3.1.

23. SHIFT WORKERS

23.1 Ordinary hours

23.1.1 The ordinary hours of shift workers shall not exceed:

- 23.1.1(a)** 8 in any one day;
- 23.1.1(b)** 48 in any one week;
- 23.1.1(c)** 88 in 14 consecutive days;
- 23.1.1(d)** 114 in 21 consecutive days; or
- 23.1.1(e)** 152 in 28 consecutive days.

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

- 23.1.2(a)** a shift shall consist of not more than eight hours;
- 23.1.2(b)** unless agreed between the parties an employee shall not be required to start a shift unless there is a break of at least nine hours from her/his previous shift;
- 23.1.2(c)** by arrangement with the employees an unpaid meal break shall be allowed on each day or shift, of a duration of not less than 30 minutes and not more than 60 minutes.

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

23.1.4 Provided further that by mutual agreement between a representative of the employer concerned and a majority of the employees concerned within a particular ward or area, the ordinary hours of work for the night shift employees may be extended to 10 per day to be paid for at the appropriate shift rate.

23.2 Part-time shift workers - hours

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

- 23.2.1(a)** the maximum hours in any one fortnight shall be 80, provided that the maximum hours in 28 consecutive days shall not exceed 152 hours;
- 23.2.1(b)** the maximum hours in any one day shall be eight (except where such hours are worked in accordance with the provisions of 23.1.2(b)).

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

23.3 Afternoon and night shift allowances

23.3.1 Subject to existing customs and practices:

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

- Afternoon shift - 12.5%;
- Night shift - 15.0%

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

23.3.1(c) An employee who:

23.3.1(c)(i) during a period of engagement on shift, works night shift only;
or

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

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

23.3.2 Provided always that in the case of hospitals, where by mutual agreement between the employer, the majority of employees concerned in the area the employee is rostered on permanent night shift or on a shift that would otherwise attract a loading of 30% in accordance with the above, the loading to be applied shall be 15% of the ordinary rate.

23.3.3 Provided that in the case of nursing homes, notwithstanding the provisions of 23.3.1(a) and 23.3.1(b), where a shift worker by mutual arrangement with an employer works permanently on either an afternoon shift or a night shift, and where but for such arrangement a rotating or alternating roster would need to be worked, such employee shall be paid 12.5% more than the ordinary salary rate for each permanent afternoon shift or 15% more than the ordinary salary rate for each permanent night shift so worked.

23.4 Saturday shifts

Shift workers who work on a rostered shift, the major portion of which falls on a Saturday shall be paid at the rate of time and one half of the employee's normal salary rate, but such rates shall be in substitution for and not cumulative upon the shift allowance set out in 23.3. The provisions of this clause shall not prejudice any right of an employee to obtain any alternative higher rate in respect of that work by virtue of any provision.

23.5 Sunday and holiday shifts

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

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

23.5.1(b) Holidays as prescribed in 23.3 at the rate of double time.

The above rates shall be in substitution for, and not cumulative upon the shift allowance set out in 23.4.

23.5.2 Provided always that:

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

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

23.5.2(c) Where a shift worker is required to work on a public holiday as herein defined and is granted time-off in lieu thereof the above penalty rate shall not apply.

23.6 Broken shifts

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

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

23.7 Part-time shift workers - work outside rostered shifts

23.7.1 Part-time shift workers shall be entitled to the provisions of this clause with the exception that work by choice or mutual agreement outside rostered shifts shall not be subject to penalty (other than shift, weekend and public holiday penalty) provided that any time worked in excess of eight hours per day shall be paid at double time.

23.7.2 Where an employee is instructed to work shifts other than in accordance with this clause he/she shall be entitled to the penalty payments prescribed by this clause.

23.8 Rosters

There shall be a roster for shifts which shall:

23.8.1 Rotation

Provide for rotation unless all the employees concerned desire otherwise.

23.8.2 Number of shifts

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

23.8.3 Change of roster

Not be changed until after four weeks notice:

23.8.3(a) Provided that an employee's place on such roster shall not be changed, except on one week's notice of such change, or payment of the penalty rates set out in 23.9;

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

23.8.4 Minimum days off

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

23.8.5 Twenty-eight day accounting period

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

3.8.5(a) Provided always that staff engaged to provide relief on accrued days off pursuant to 23.8.5 while engaged in such capacity shall be regarded as shift workers for all purposes of the award (except additional annual leave);

23.8.5(b) Rosters covering such relief employees shall not be required to rotate.

23.8.6 Meal break

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

23.8.6(a) Provided that a day shift worker shall have his/her meal break not later than between the hours of 12.00 midday to 2.00 p.m.;

23.8.6(b) Provided agreement may be reached between the parties to allow for special circumstances.

23.9 Payment for overtime

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

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

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

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

23.10 Rest period after overtime

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

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

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

23.11 Calculation of overtime penalty to be based on award rates

In the case of an employee in receipt of a loading in lieu of sick leave, annual leave and public holidays, the period of overtime shall be paid for at the rate of double the relevant award rate.

PART 7 - LEAVE OF ABSENCE AND PUBLIC HOLIDAYS

24. ANNUAL LEAVE

24.1 Period of leave

24.1.1 Day workers

Subject to the provisions of clause 13 - Employment categories, a period of 152 hours leave in the case of the 38 hour week employees to be taken in a period of 28 consecutive days shall be allowed annually to an employee after 12 months continuous service (less the period of annual leave).

24.1.2 Shift workers

24.1.2(a) In addition to the leave prescribed, shift workers, (as defined) who work not less than 10 Saturdays and not less than 10 Sundays in any one leave year shall be allowed 38 hours leave, to be taken in a period of seven consecutive days leave including non-working days.

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

24.1.3 Executive staff - hospitals

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

24.1.4 Acting executive staff - hospitals

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

24.1.5 Executive staff - nursing homes

Notwithstanding the provisions of 24.1 employees classified as Directors of Nursing shall be allowed a period of 25 working days annually after 12 months continuous service (less the period of annual leave).

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 27 - Public holidays, whether or not such holiday is observed on a day which, for that employee would have been a rostered day off.
- 24.2.3** Notwithstanding any of the other a 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 27 - Public holidays, upon which he/she is rostered to work.
- 24.2.4** This shall not apply to a statutory holiday which is observed on a Saturday or on a Sunday.

24.3 Broken leave

- 24.3.1** Leave allowed under the provisions of this clause shall be given and taken in one consecutive period, or if the employer and the employee so agree, in any combination of periods.
- 24.3.2** An employee and employer may agree to defer payment of the annual leave loading in respect of single day absences, until at least five consecutive days have been taken.

24.4 Time of taking leave

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

24.5 Payment in lieu prohibited

Except as provided in 24.7 payment shall not be made or accepted in lieu of annual leave.

24.6 Payment for period of leave

- 24.6.1** Each employee before going on leave shall be paid the amount of wages he/she would have received in respect of the ordinary time which he/she would have worked had he/she not been on leave during the relevant period.
- 24.6.2** Payment calculated in accordance with the provisions of this clause should be made for the full weeks of leave taken at the time, unless otherwise specified by the employee.
- 24.6.3** Payment shall be made not later than 12 noon on the last day of work prior to going on leave.

24.7 Proportionate leave on ending service

If after one month of continuous service in respect of weekly employees in any qualifying 12 monthly period an employee lawfully leaves his/her employment or his/her employment is terminated by the employer through no fault of the employee, the employee shall be paid at his/her ordinary rate of wages as follows:

24.7.1 Day workers

12.67 hours for each completed month of continuous service.

24.7.2 Shift workers

15.83 hours for each completed month of continuous service in addition to such entitlements established under the provisions of 24.2.

24.7.3 Part-time employees

- 24.7.3(a)** Shift workers - 9.6% of the normal hours worked in each completed month of continuous service in addition to such entitlements established under the provisions of 24.2.
- 24.7.3(b)** Day workers - 7.7% of the normal hours worked in each completed month of continuous service.
- 24.7.3(c)** Service shall be deemed to be continuous if the employee was engaged as a part-time employee (as defined) during the relevant period.

24.8 Annual leave allowance

During a period of annual leave an employee shall be paid an allowance by way of additional salary calculated on the wages prescribed for the relevant classification in clause 14 - Classifications and salaries, as follows:

24.8.1 Day worker

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

24.8.2 Shift worker

An employee who but for the period of recreation leave would have worked shift work - an allowance calculated at the rate of 17.5% of his/her normal salary plus, where applicable, any higher duty allowance or all purpose payment payable to the employee concerned provided that an employee who would have received shift payments as prescribed by 23.3 to 23.7 inclusive, had he/she not been on recreation leave during the relevant period, and such shift payment would have entitled him/her to a greater monetary amount than an allowance of 17.5% of his/her normal salary, then his/her recreation leave allowance shall be calculated as an amount equivalent to the shift payment he/she would have received in accordance with his/her projected shift roster.

24.8.3 Provided always that such allowance shall:

24.8.3(a) be calculated on the basis of a maximum period in any one leave year of four weeks recreation leave in the case of a day worker and five weeks recreation leave in the case of a shift worker subject to 24.1.2;

24.9 Calculation of continuous service

24.9.1 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.

24.9.2 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.

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 12 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 subclause before the right thereto has accrued due and the employee subsequently leaves or is discharged from the service of the employer before completing the 12 months continuous service in respect of which the leave was granted the employer may, for each complete month of the qualifying period of 12 months not served by the employee deduct from whatever remuneration is payable to the employee upon the termination of the employment, 1/12th of the amount of wages paid on account of annual leave, which amount shall not include any sums paid for any of the holidays prescribed by clause 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 depends on how long he or she has worked for the employer and accrues as follows:

25.1.2(a) 22 hours and 48 minutes; plus 12 hours and 40 minutes for each completed month of service, will be available in the first year of service;

25.1.2(b) 174 hours and 48 minutes will be available per annum in the second and subsequent years of service.

25.1.3 If the full period of sick leave, as prescribed in 25.1.2, is not taken in any year, such proportion as is not taken shall be cumulative from year to year without limitation.

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 who is absent from work on account of personal illness, or on account of injury by accident, shall be entitled to leave of absence on full pay (excluding shift or weekend allowances or overtime penalties) subject to the following conditions and limitations. An employee shall:
- 25.3.1(a)** Not be entitled to paid leave of absence for any period in respect of which he/she is entitled to workers' compensation.
 - 25.3.1(b)** As soon as possible and where able to, prior to commencement of such absence, inform the employer of his/her inability to attend for duty, and as far practicable, state the nature of the injury or illness and the estimated duration of the absence.
 - 25.3.1(c)** Prove to the satisfaction of the employer that he/she was unable, on account of illness or injury, to attend for duty on that day or days which sick leave is claimed.
 - 25.3.1(d)** Not, except as prescribed in 25.3.2, be entitled in any one year (whether in the employ of one employer or of several) to leave in excess of 152 hours provided that in the first year of service an employee shall only be entitled to 12 hours 40 minutes for each completed month of service.
- 25.3.2** If the full period of sick leave, as prescribed in 25.3.1 is not taken in any year, such proportion as is not taken shall be cumulative from year to year without limitation.
- 25.3.3** Notwithstanding any other provisions in this clause, an employee who contracts an infectious disease and/or who on examination reveals a changed mantoux reaction in the course of his/her duties, and same having been certified by the medical superintendent or medical practitioner approved by the employer, shall receive full pay during the period of duty up to but not exceeding 12 weeks, and during this time shall be regarded as remaining in the employ of the employer.
- 25.3.4** An employee who is certified as unfit for duty because of personal illness by a medical practitioner approved by the employer during a period of paid recreational leave, shall be given credit for the time so certified and the paid recreational leave shall be extended by the number of days that the employee has been so certified as unfit for duty.
- 25.3.5** If an employee is absent on sick leave on the day immediately preceding or immediately following the accrued day off he/she shall provide a medical certificate in support of such absence.

25.3.6 Part-time employees

25.3.6(a) Sick leave shall be granted to part-time employees on the same basis as to full-time employees except that the employee shall not, other than as prescribed by 25.3.2 be entitled to paid leave in any one year in excess of the following:

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

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

25.3.6(c) Provided further that in determining the amount of leave to be accumulated for the purposes of 25.3.2 the entitlement shall be based on the average number of hours worked in the year (less the period of sick leave taken).

25.4 Bereavement leave

25.4.1 An employee shall on the death of a wife, husband, father, mother, child, stepchild, brother, sister, mother-in-law, father-in-law, stepmother, stepfather, grandfather, grandmother be entitled upon application being made to, and approved by the employer, to leave up to and including the day of the funeral of such relative and such leave will be without deduction of pay not exceeding the number of ordinary hours worked by the employee in three ordinary days, provided that no payment shall be made in respect of an employee's rostered days off.

25.4.2 Proof of such death, in the form of a death notice or other 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.

25.4.3 For the purpose of this clause the words **wife** and **husband** shall not include a wife or husband from whom the employee is separated, but shall include a person who lives with the employee as a de facto wife or husband.

25.4.4 The provisions of this clause shall also be extended to include an employee who has been living in an established homosexual relationship. The same burden of proof of death applies. For the purpose of this clause the homosexual partner of an employee shall not include a partner from whom the employee is separated.

25.5 Carer's leave

25.5.1 An employee with responsibilities in relation to either members of their immediate family or members of their household who need care and support shall be entitled to use, in accordance with this clause, any sick leave entitlement which accrues after the date of this order for absences to provide care and support such persons when they are ill.

25.5.2 Proof of illness

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

25.5.3 Entitlement

The entitlement to use sick leave in accordance with this subclause is subject to:

25.5.3(a) the employee being responsible for the care of the person concerned; and

25.5.3(b) the person concerned being either:

25.5.3(b)(i) a member of the employee's immediate family; or

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

25.5.4 The term **immediate family** includes:

25.5.4(a) a spouse (including a former spouse, a de facto and a former de facto spouse) of the employee. A de facto spouse, in relation to a person, means a person of the opposite sex to the first mentioned person who lives with the first mentioned persons as the husband or wife of that person on a bona fide domestic basis although not legally married to that person; and

25.5.4(b) a 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.

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

25.5.6 Unpaid leave for family purpose

An employee may elect, with the consent of the employer, to take unpaid leave for the purpose of providing care to a family member who is ill.

25.5.7 Annual leave

- 25.5.7(a)** Notwithstanding the provision of this clause, an employee may elect, with the consent of the employer, to take annual leave in single day periods not exceeding five days in any calendar year at a time or times agreed between them.
- 25.5.7(b)** Access to annual leave, as prescribed in 25.5.7(a) shall be exclusive of any shutdown period provided for elsewhere under this award.
- 25.5.7(c)** An employee and employer may agree to defer payment of the annual leave loading in respect of single day absences, until at least five consecutive annual leave days are taken.

25.5.8 Time off in lieu of payment for overtime

- 25.5.8(a)** An employee may elect, with the consent of the employer, to take time off in lieu of payment for overtime at a time or times agreed with the employer.
- 25.5.8(b)** Time off in lieu of overtime payments shall be proportionate to the payment which the employee is entitled under the overtime clause.
- 25.5.8(c)** An employer shall, if requested by an employee, provide payment, at the rate provided for the payment of overtime in 21.2, for any overtime worked under 25.5.8(a), where such time has not been taken within four weeks of accrual.

25.5.9 Make-up time

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

25.5.10 Grievance process

In the event of any dispute arising in connection with any part of this clause, such a dispute shall be processed in accordance with the dispute settling provisions.

- 25.5.11** An employee may take unpaid carer's leave by agreement with the employer.

26. PARENTAL LEAVE

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.

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

An **eligible casual employee** means a casual employee:

- (a) employed by an employer on a regular and systematic basis for several periods of employment or on a regular and systematic basis for an ongoing period of employment during a period of at least 12 months; and
- (b) who has, but for the pregnancy or the decision to adopt, a reasonable expectation of ongoing employment.

For the purposes of this clause, **continuous service** is work for an employer on a regular and systematic basis (including any period of authorised leave or absence).

An employer must not fail to re-engage a casual employee because:

- (a) the employee or employee's spouse is pregnant; or
- (b) the employee is or has been immediately absent on parental leave.

The rights of an employer in relation to engagement and re-engagement of casual employees are not affected, other than in accordance with this clause.

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 26.1.3, in this clause, **spouse** includes a de facto or former spouse.

26.1.3 In relation to 26.5, **spouse** includes a de facto spouse but does not include a former spouse.

26.1.4 **Primary care-giver** means a person who assumes the principal role of providing care and attention to a child.

26.1.5 **Continuous service** means service under an unbroken contract of employment and includes:

- Any period of leave taken in accordance with this clause;
- Any period of part-time employment worked in accordance with this clause; or
- Any period of leave or absence authorised by the employer or by the award.

26.2 Basic entitlement

26.2.1 After 12 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 10 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 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 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 10 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 10 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 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 Subject to 26.9.3, 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 26.8, the employee will be entitled to return to the position they held immediately before such transfer.

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.

26.9.3 An eligible casual employee who is employed by a labour hire company who performs work for a client of the labour hire company will be entitled to the position which they held immediately before proceeding on parental leave.

Where such a position is no longer available, but there are other positions available that the employee is qualified for and is capable of performing, the employer shall make all reasonable attempts to return the employee to a position comparable in status and pay to that of the employee's 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.

26.11 Part-time work

26.11.1 Definitions

For the purposes of this clause:

26.11.1(a) Male employee means an employed male who is caring for a child born of his spouse or a child placed with the employee for adoption purposes.

26.11.1(b) Female employee means an employed female who is pregnant or is caring for a child she has borne or a child who has been placed with her for adoption purposes.

26.11.1(c) Spouse includes a de facto or a former spouse.

26.11.1(d) Former position means the position held by a female or male employee immediately before proceeding on leave or part-time employment under this clause whichever first occurs or, if such position no longer exists but there are other positions available for which the employee is qualified and the duties of which he or she is capable of performing, a position as nearly comparable in status and pay to that of the position first mentioned in this definition.

26.11.1(e) Continuous service means service under an unbroken contract of employment and includes:

26.11.1(e)(i) Any period of leave taken in accordance with this clause;

26.11.1(e)(ii) Any period of part-time employment worked in accordance with this clause; or

26.11.1(e)(iii) Any period of leave or absence authorised by the employer or by the award.

26.11.2 Entitlement

With the agreement of the employer:

26.11.2(a) A male employee may work part-time in one or more periods at any time from the date of birth of the child until its second birthday or, in relation to adoption, from the date of placement of the child until the second anniversary of the placement.

26.11.2(b) A female employee may work part-time in one or more periods while she is pregnant where part-time employment is, because of the pregnancy, necessary or desirable.

26.11.2(c) A female employee may work part-time in one or more periods at any time from the seventh week after the date of birth of the child until its second birthday.

26.11.2(d) In relation to adoption a female employee may work part-time in one or more periods at any time from the date of the placement of the child until the second anniversary of that date.

26.11.3 Return to former position

26.11.3(a) An employee who has had at least 12 months continuous service with an employer immediately before commencing part-time employment after the birth or placement of a child has, at the expiration of the period of such part-time employment or the first period, if there is more than one, the right to return to his or her former position.

26.11.3(b) Nothing in 26.11.3(a) shall prevent the employer from permitting the employee to return to his or her former position after a second or subsequent period of part-time employment.

26.11.4 Effect of part-time employment on continuous service

Commencement on part-time work under this clause, and return from part-time work to full-time work under this clause, shall not break the continuity of service or employment.

26.11.5 Pro rata entitlements

Subject to the provisions of this clause and the matters agreed to in accordance with 26.11.8, part-time employment shall be in accordance with the provisions of this award which shall apply pro rata.

26.11.6 Transitional arrangements - annual leave

An employee working part-time under this clause shall be paid for and take any leave accrued in respect of a period of full-time employment, in such periods and manner as specified in the annual leave provisions of this award, as if the employee were working full-time in the class of work the employee was performing as a full-time employee immediately before commencing part-time work under this clause.

26.11.6(a) A full-time employee shall be paid for and take any annual leave accrued in respect of a period of part-time employment under this clause, in such periods and manner as specified in this award, as if the employee were working part-time in the class of work the employee was performing as a part-time employee immediately before resuming full-time work.

26.11.6(b) Provided that, by agreement between the employer and the employee, the period over which the leave is taken may be shortened to the extent necessary for the employee to receive pay at the employee's current full-time rate.

26.11.7 Transitional arrangements - sick leave

An employee working part-time under this clause shall have sick leave entitlements which have accrued under this award (including any entitlement accrued in respect of previous full-time employment) converted into hours. When this entitlement is used, whether as a part-time employee or as a full-time employee, it shall be debited for the ordinary hours that the employee would have worked during the period of absence.

26.11.8 Part-time work agreement

26.11.8(a) Before commencing a period of part-time employment under this clause the employee and the employer shall agree:

26.11.8(a)(i) That the employee may work part-time;

26.11.8(a)(ii) Upon the hours to be worked by the employee, the days upon which they will be worked and commencing times for the work;

26.11.8(a)(iii) Upon the classification applying to the work to be performed; and

26.11.8(a)(iv) Upon the period of part-time employment.

26.11.8(b) The terms of this agreement may be varied by consent.

26.11.8(c) The terms of this agreement or any variation to it shall be reduced to writing and retained by the employer. A copy of the agreement and any variation to it shall be provided to the employee by the employer.

26.11.8(d) The terms of this agreement shall apply to the part-time employment.

26.11.9 Termination of employment

26.11.9(a) The employment of a part-time employee under this clause, may be terminated in accordance with the provisions of this award but may not be terminated by the employer because the employee has exercised or proposes to exercise any rights arising under this clause or has enjoyed or proposes to enjoy any benefits arising under this clause.

26.11.9(b) Any termination entitlements payable to an employee whose employment is terminated while working part-time under this clause, or while working full-time after transferring from part-time work under this clause, shall be calculated by reference to the full-time rate of pay at the time of termination and by regarding all service as a full-time employee as qualifying for a termination entitlement based on the period of full-time employment and all service as a part-time employee on a pro rata basis.

26.11.10 Extension of hours of work

An employer may request, but not require, an employee working part-time under this clause to work outside or in excess of the employee's ordinary hours of duty provided for in accordance with 26.11.8.

26.11.11 Nature of part-time work

The work to be performed part-time need not be the work performed by the employee in his or her former position but shall be work otherwise performed under this award.

26.11.12 Replacement employees

26.11.12(a) A replacement employee is an employee specifically engaged as a result of an employee working part-time under this clause.

26.11.12(b) A replacement employee may be employed part-time. Subject to this clause, 26.11.5 to 26.11.9 and 26.11.11 apply to the part-time employment of replacement employee.

26.11.12(c) Before an employer engages a replacement employee under this clause, the employer shall inform the person of the temporary nature of the employment and of the rights of the employee who is being replaced.

26.11.12(d) Unbroken service as a replacement employee shall be treated as continuous service for the purposes of 26.11.1(e).

26.11.12(e) Nothing in this clause shall be construed as requiring an employer to engage a replacement employee.

27. PUBLIC HOLIDAYS

27.1 All employees, other than shift workers, (subject to the provisions of 24.2) casual employees and part-time employees engaged to work less than 20 hours per week shall be entitled to the following holidays without deduction from their weekly wages:

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

27.2 The half-day Cup Day shall mean one half of any 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 for the holidays mentioned in 27.1 which are taken and not worked, shall be at the normal rate of pay which would have applied to the employee concerned, when if it were not for such holiday, he/she had been at work.

27.5 Where an employee who is entitled to holidays in accordance with 27.1 is required to work on any day of the holidays mentioned in that subclause, either for part or the whole of such day he/she shall in the case of a shift worker be paid at the rate prescribed in 23.3 to 23.7 inclusive, and in the case of a day worker be paid at the overtime rate prescribed in clause 21 - Overtime.

27.6 An employee required to work on any of the holidays mentioned in 27.1, where such holiday applies at his/her normal place of work but because his/her duties requires the employee to work at a place where the holiday does not apply, shall have the time in lieu of such holiday added to his/her annual leave entitlement.

27.7 A part-time employee who receives a loading in lieu of sick leave, annual leave and public holidays shall be paid at the rate of 1.7 times the relevant award rate for work on a public holiday.

PART 8 - TRANSFERS, TRAVELLING AND WORKING AWAY FROM USUAL PLACE OF WORK

28. TRAVELLING AND EXCESS FARES

28.1 Travelling

- 28.1.1** An employee who is required to travel in the course of his/her duties shall be reimbursed economy-class fares and all reasonable out-of-pocket expenses.
- 28.1.2** Any employee engaged within Tasmania for employment or who is required to proceed to employment at a distant centre where the period of engagement is not stated shall be paid by his/her employer all fares necessarily incurred in such travelling as provided in the Nurses (Tasmanian Public Sector) Award 1992[Print K5346 [AW790770].
- 28.1.3** Any employee engaged within Tasmania for employment or who is required to proceed to employment at a distant centre for a definite period shall, when he/she completes the term of his/her engagement be paid by his/her employer all fares necessarily incurred in such travelling as provided in the Nurses (Tasmanian Public Sector) Award 1992.
- 28.1.4** A Director of Nursing required to travel on business in connection with the hospital shall be reimbursed all reasonable travelling expenses necessarily incurred.
- 28.1.5** Where an employee is required to use his/her own motor vehicle in connection with the business of the hospital, he/she shall be reimbursed on a per kilometre travelled basis in accordance with the current Nurses (Tasmanian Public Sector) Award 1992 rates.

28.2 Excess fares

- 28.2.1** Employees required to attend for work at a place other than their regular place of employment shall be reimbursed such additional fares as they may incur.
- 28.2.2** 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.
- 28.2.3** This provision does not apply to employees who utilise their own vehicle.

PART 9 - CLOTHING EQUIPMENT AND TOOLS

29. CLOTHING, EQUIPMENT AND TOOLS

29.1 Uniforms to be provided

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

29.1.2 If such uniform is not provided free of cost to the employee, he/she shall be paid either:

[29.1.2(a) substituted by [PR975745](#); [PR979702](#) ppc 01Oct07]

29.1.2(a) the sum of \$4.71 per week, except for periods of absence in excess of three working days, but inclusive of public holidays not worked; or

[29.1.2(b) substituted by [PR975745](#); [PR979702](#) ppc 01Oct07]

29.1.2(b) the sum \$4.08 per week, as an allowances not subject to premium or penalty addition, for each week or part thereof of paid employment including period of approved leave with pay; in lieu of the uniform being so provided.

in lieu of the uniform being so provided.

PART 10 - AWARD COMPLIANCE AND UNION RELATED MATTERS

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.

SCHEDULE A - RESPONDENTS

Adaihi Nursing Home (Mr JF & Mrs GM Richardson), Elizabeth Street, Ulverstone, 7315
Adards Nursing Home (Board of Management), C/- 169 Campbell Street, Hobart, 7000
Ainslie House Nursing Home, The (The Ainslie House Association), Low Head, 7252
Aldersgate Home for the Aged (The Proprietor(s)), 14-18 Hobart Road, Launceston, 7250
Alzheimers Disease & Related Orders Association Tasmania (President), 169 Campbell Street, Hobart, 7000
Aralee Nursing Home (The Proprietor(s)), Aralee Nursing Home, 44 Bay Road, New Town, 7008
Australian Hospital Care Group, C/- St Helens Private Hospital, 186 Macquarie Street, Hobart, 7000
Australian Hospital Care Group Pty Ltd, 1st Floor, 50 Camberwell Road, East Hawthorn, 3123

Baldwin Care Group Vaucluse Gardens Nursing Home Gore Street South Hobart, 7004 [C31807/96]
Bethlehem House (The Proprietor), 56 Warwick Street, Hobart, 7000
Bethshalom Nursing Home (The Board of Management), 10 Croydon Avenue, Launceston, 7250
Board, The, Rehabilitation Tasmania, 31 Tower Road, New Town, 7008

Caroline House Inc (The Proprietor), 17 Carr Street, North Hobart, 7000
Citizens Residence, PO Box 21, South Launceston, 7249
Corumbene Nursing Home (The Proprietor(s)), 41 Montagu Street, New Norfolk, 7140
Cosgrove and Tamar Park (The Employer), PO Box 198, Kings Meadows, 7249
Cottage Nursing Home Association, The (The Committee of Management), Franklin Street, Swansea, 7275

Derwent Court Nursing Home (The Proprietor(s)), 20 Fitzroy Place, Dynnyrne, 7005
Dr Mark Bryce, St Helens Hospital, 186 Macquarie Street, Hobart, 7000

Emerton Park Inc (The Committee of Management), Elliot Street, West Ulverstone, 7315
Eskleigh Memorial Home (The Proprietor(s)), Perth, 7300

Fred French Masonic Nursing Home (The Proprietor(s)), 9 Amy Road, Launceston, 7250
Freemasons Homes of Southern Tasmania (The Proprietor(s)), 7 Ballawinne Road, Lindisfarne, 7015

Gardens, The (The Employer), PO Box 208, Claremont, 7011
Glenview Home for the Aged (The Proprietor(s)), 306 Main Road, Glenorchy, 7010
Grenoch Home for the Aged (The Proprietor(s)), Barrack Street, Deloraine, 7304

Hathaway Nursing Home (Mr AJ & Mrs BJ Smith), 15 Fitzroy Place, Hobart, 7000
Healthscope Pty Ltd, North-West Private Hospital, Brickport Road, Burnie, 7320
Healthscope Pty Ltd (Ulverstone Community Hospital), Water Street, Ulverstone, 7315
Hobart Clinic, Duntroon Drive, Rokeby, 7018
Hobart District Nursing Service

Homes for the Aged Inc (Beaconsfield Park Inc), Belton Street, Beaconsfield, 7270
Huon District Eldercare Homes Association (Huon District Eldercare Home), Main Road, Franklin, 7113

Independent Health Care Services (The Employer), 21 Lewis Street, North Hobart, 7000
Jadwin Pty Ltd (Derwent Court Nursing Home), 20 Fitzroy Place, Dynnyrne, 7005

Karingal Home for the Aged Inc (Karingal Home for the Aged), Lovett Street, Devonport, 7310
Kingborough Nursing Home Pty Ltd (The Director(s)), 27 Redwood Road, Kingston, 7150

Launceston Presbyterian Home for the Aged (The Proprietor(s)), 8 Blenheim Street, Launceston, 7250
Levenbank Senior Citizens Village (The Proprietor), 8 Grove Street, Ulverstone, 7315
Lillian Martin Presbyterian Homes Inc, 281 Cambridge Road, Warrane, 7018
Little Company of Mary Calvary Hospital, The, 49 Augusta Road, Lenah Valley, 7008
Lord Fraser Home for the Aged Blind (The Proprietor(s)), Lewis Street, North Hobart, 7000

Maranatha Retirement Home (The Proprietor(s)), Leura Street, Rosny, 7018
Marian House (The Proprietor(s)), 49 Augusta Road, Lenah Valley, 7018
Mary Ogilvy Home Society (Committee of Management), 51 Pirie Street, New Town, 7008
Mary's Grange Home for the Aged (Committee of Management), 3 Grange Avenue, Tarooma, 7006
Masonic Peace Haven of Northern Tasmania Inc (Masonic Peace Memorial Haven), 185 Penquite Road, Launceston, 7250
MBF Board of Management, St Johns Hospital, 30 Cascade Road, Hobart, 7000
Medea Park Association Inc, Medea Park Nursing Home, 17 Circassion Street, St Helens, 7216
Meercroft Home for the Aged Inc (The Committee of Management), PO Box 82, Devonport, 7310
Melaleuca Home for the Aged Inc (Melaleuca Home for the Aged), 73 Mary Street, Devonport, 7310
Mersey Community Hospital
Montagu Medical Union, Roseberry Community Health Centre, Roseberry, 7470
Mt St Vincent Nursing Home (The Employer), Cameron Street, Scottsdale, 7260
Multicap Inc (Panorama Nursing Home), West Mooreville Road, Burnie, 7320

North - East Aminya Hostel Inc Cameron Street Scottsdale, 7260 [C31807/96]
North-West Private Hospital, Brickport Road, Burnie, 7320
Northbourne Park Inc (Northbourne Park Nursing Home), Northbourne Avenue, Scottsdale, 7254
Nursing Home (Mr C Wells), C/- Tasman Municipality, Nubeena, 7184

Orana Respite Care Centre (Mesdames NM Jamieson & MJ Bower), 41 Esplanade, East Devonport, 7310
Orana Respite Care Centre (The Proprietor(s)), 41 Esplanade, East Devonport, 7310

Presentation Sisters (Presentation Home), 57 Bourke Street, Launceston, 7250

Queen Victoria Home for the Aged (The Employer), Milford Street, Lindisfarne, 7015
Queenstown Medical Union, Sticht Street, Queenstown, 7467
Royal Tasmanian Society for the Blind and Deaf (Committee of Management), 8 Lewis Street, North Hobart, 7000

Salvation Army, The (Tas Property Trust), (Levenbank Senior Citizens Village), 8 Grove Street, Ulverstone, 7315

Salvation Army, The (Tas), (Tyler House Senior Citizens Residence), 10 Morris Street, Prospect, 7250

Sisters of Charity, The, St Vincents Hospital, 5 Frederick Street, Launceston, 7250

Sisters of Nazareth (Nazareth House), Station Road, St Leonards, 7250

Sisters of St Joseph, The (St Joseph's Nursing Home), 20 Thirza Street, New Town, 7008

Society for the Care of Crippled Children, The A(St Gilles Home), 65 Amy Road, Launceston, 7250

Society of St Vincent De Paul, The (Mt St Vincent Nursing Home), 75 South Road, Ulverstone, 7315

South Eastern Nursing and Home Care Association Inc, 44 Cole Street, Sorell, 7172

Southern Cross Homes Association (Guilford Young Grove), 13 St Canice Avenue, Sandy Bay, 7005

Southern Cross Homes (Tasmania) Inc Garden Units, St Johns Park St Johns Avenue New Town, 7008 [C31807/96]

Spencer Nursing Home (Proprietors and Employers), PO Box 297, 2072

Spencer Park Inc (The Employer), Dodgin Street, Wynyard, 7325

Springslade Nursing Home (Mr RR & Mrs JE Archer), Legana, West Tamar, 7251

St Ann's Rest Home Inc ('Hawthornden'), 142 Davey Street, Hobart, 7000

St Anna's Private Nursing Home (The Employer), Morris Street, Prospect, 7250

St Helens Private Hospital, 186 Macquarie Street, Hobart, 7000

St Lukes Anglican Association (Bishop Davies Court Nursing Home), Guy Street, Kings Meadows, 7250

St Lukes Private Hospital Ltd, 24 Lyttleton Street, Launceston, 7250

Strathaven Lodge (Strathaven Home for the Aged), 899 Brooker Avenue, Berriedale, 7011

Strathcare Chardonnay Drive Berrieale, 7011 [C31807/96].

Sunnybrae Nursing Home (Ms DM Morse), 47 Mary Street, Launceston, 7250

Swansea Cottage Homes (The Proprietor), Franklin Street, Swansea, 7190

Tamar Nursing Home (The Proprietors), 704 West Tamar Highway, Legana, 7250

Tandara Lodge Nursing Home Inc (The Proper Officer/Director(s)), Nightingale Avenue, Sheffield, 7306

Tara Nursing Home (Ms K Davison), 36 Proctors Road, Dynnyrne, 7005

Tasman District Nursing Centre (The Council Clerk), Municipality of Tasman, Nubeena, 7184

Tasmanian Conference of the Seventh Day Adventist Church (Maranatha Retirement Home), Leura Street, Rosny, 7018

Tasmanian Nursing Home (The Proprietors), PO Box 138, Legana, 7277

Umina Park Home for the Aged (The Proprietor(s)), Mooreville Road, Burnie, 7320

Yalabee Hostel (The Employer), 195A Tolosa Street, Glenorchy, 7010

Zeehan Medical Union, PO Box 197, Zeehan, 7469

ROPING-IN AWARD NO. 1 OF 2005

[Roping-in award No. 1 of 2005 inserted by [PR957994](#) from 12May05]

1. TITLE

This award shall be known as the *Nurses (Tasmanian Private Sector) Award (Roping-In No. 1) 2005*.

2. ARRANGEMENT

This award is arranged as follows:

1. Title
2. Arrangement
3. Incidence and Application
4. Parties Bound
5. Supersession
6. Date and Period of Operation
7. Definition
8. Conditions of Employment

Schedule A: Employer Parties

3. INCIDENCE AND APPLICATION

This award shall apply to the work and employment in Tasmania of registered and enrolled nurses employed by any employer bound by this award.

4. PARTIES BOUND

This award shall be binding upon:

- (a) the Australian Nursing Federation and its officers and members;
- (b) The employers referred to in Schedule A hereto in respect of all their employees to which the award applies.

5. SUPERSESSION

This award supersedes for the employees to which it applies the *Nurses (Tasmanian Private Sector) Award 2005*.

PROVIDED that no right, obligation or liability accrued or incurred under those awards shall be affected by such supersession.

6. DATE AND PERIOD OF OPERATION

This award shall come into operation on 12 May 2005 and shall remain in force for a period of one year.

7. DEFINITION

The term “parent award” in this award shall mean the *Nurses (Tasmanian Private Sector) Award 2005* [AW838634] as varied and in force from time to time or any award expressed to supersede that award.

8. TERMS AND CONDITIONS OF EMPLOYMENT

The salaries, allowances and other terms and conditions of employment of employees to whose employment this award applies shall be those provided for in the parent award as defined.

SCHEDULE A: EMPLOYER PARTIES

Parties	Address
Anglicare Tasmania Incorporated	18 Watchorn Street, Hobart TAS 7001
Cadorna House	91a Cormiston Road, Riverside TAS 7250
Epilepsy Association	88 Bathurst Street, Hobart TAS 7000
Hobart Day Surgery	National Day Surgeries 18 North Terrace, Adelaide SA 5000
The Eye Hospital	262 Charles Street, Launceston TAS 7250
Asthma Foundation of Tasmania Inc	Box 5, McDougall Building Ellerslie Road, Battery Point TAS 7000

SCHEDULE B - NURSING HOMES (TASMANIA)

1. TITLE

This schedule shall be known as the Nursing homes (Tasmania) Schedule.

2. ARRANGEMENT

1. Title
2. Arrangement
3. Application
4. Parties bound
5. Date and period of operation
6. Relationship to the award
7. Purpose of the schedule
8. Productivity, efficiency and flexibility
9. No extra claims
10. Wage increases

Appendix A - Nursing homes

Appendix B - Salaries etc - Nursing homes as listed in Appendix A

3. APPLICATION

This schedule shall apply to those employers listed in Appendix A of this schedule in respect of the employment by the employers of Registered Nurses and enrolled nurses.

4. PARTIES BOUND

4.1 This schedule shall be binding upon:

4.1.1 Employers listed in Appendix A (the employers) in respect of its employees;

4.1.2 The Australian Nursing Federation; and

4.1.3 Health Services Union of Australia.

5. DATE AND PERIOD OF OPERATION

This schedule shall operate from the beginning of the first full pay period on or after 16 February 1996 and shall operate until 31 December 1997.

6. RELATIONSHIP TO THE AWARD

Employees covered by this schedule are, except for this schedule, subject to the Health and Welfare Services - Private Sector - Nurses - Tasmania -Award 1996. Where any inconsistency occurs between this schedule and the award, this schedule shall prevail to the extent of the inconsistency.

7. PURPOSE OF THE SCHEDULE

7.1 The purpose of this schedule is to:

- 7.1.1** enable residential aged care facilities to recruit and retain the services of sufficient numbers of competent professional and para-professional staff to be able to provide, as a minimum, levels of direct care necessary to comply with Commonwealth Outcome Standards;
- 7.1.2** increase productivity, efficiency, flexibility and competitiveness;
- 7.1.3** ensure continuous improvement in the quality of service delivered to residents;
- 7.1.4** reduce lost time through injury by the promotion of safe work practices within a safer and better work environment; and
- 7.1.5** ensure the ongoing stable industrial relations framework that exists at enterprises operated by employers party to this agreement.

8. PRODUCTIVITY, EFFICIENCY AND FLEXIBILITY

8.1 The parties to this schedule are committed to positively identifying and implementing measures to improving productivity and efficiency at the enterprise level during the life of this schedule.

8.2 Throughout the life of the schedule a review may be undertaken of all aspects of work organisation process to identify for implementation where agree, optimum productive, efficient and flexible practices including, but not limited to, the following crucial success factors:

- 8.2.1** work organisation;
- 8.2.2** stock and waste management;
- 8.2.3** skill utilisation and development;
- 8.2.4** occupation health and safety;
- 8.2.5** flexibility of work patterns;
- 8.2.6** absenteeism and staff turnover;
- 8.2.7** application of award facilitative clauses;
- 8.2.8** hours of work, annual leave and time off arrangements;

- 8.2.9 overtime work;
 - 8.2.10 shift arrangements and RDO's;
 - 8.2.11 affirmative action reporting; and
 - 8.2.12 funding arrangements.
- 8.3 Provided that where agreement cannot be reached, clause 10 - Procedure for the avoidance of industrial disputes, may be utilised including, where necessary, reference to the Australian Industrial Relations Commission.

9. NO EXTRA CLAIMS

- 9.1 The parties undertake that during the life of this schedule there shall be no further wage increases sought or granted except as provided under the terms of this schedule. The employers reserve the right to make additional payments to individuals where it deems appropriate.
- 9.2 The third safety net adjustment arising from any decision of the Australian Industrial Relations Commission will not be payable by employers listed in Appendix A of this schedule as a consequence of the operation of this schedule.
- 9.3 Nothing in this shall limit the right of the unions to seek commencement of negotiations for a schedule to replace this schedule upon its expiry.

10. WAGE INCREASES

- 10.1 The following wage increases are payable in respect to employees rates of pay contained in the Health and Welfare Services - Private Sector - Nurses - Tasmania - Award 1996

The percentage increases are calculated on the rate of pay contained in the Health and Welfare Services - Private Sector - Nurses - Tasmania - Award 1996 on 1 November 1995.

- 10.2 8% payable from the first full pay period on or after 1 April 1996.

- 10.3 2% payable from the first full pay period on or after 1 July 1997.

APPENDIX A - NURSING HOMES

Abbyfield
Adaihi Nursing Home
Adards Nursing Home
Ainslie House - Launceston
Ainslie House - Low Head
Aldersgate

Bishop Davies Court

Corumbene Nursing Home

Eliza Purton Home
Emmerton Park

Fred French
Freemasons Homes of Southern Tas

Glenview Homes
Grenoch Home for the Aged
Guilford Young Grove

Huon Eldercare

Karingal Home for the Aged

Launceston Presbyterian Home
Levenbank Senior Citizens Residence
Lillian Martin Home
Lord Fraser Home

Maranatha Retirement Homes
Mary Ogilvy Homes
Marys Grange
Masonic Peace Haven
Medea Park
Meercroft Home for the Aged
Melaleuca Home for the Aged
Mt St Vincent Nursing Home

Nazareth House
North East Aminya

Orana Respite Care Center

Queen Victoria Home

Rosary Gardens Nursing Home

St Ann's Rest Home - Compton Downs
St Ann's Rest Home - Hobart
Strathcare Aged Services
Strathdevon
Sunny Brae Nursing Home

Tamar Valley
Tandara Lodge Nursing Home
Tasman District Nursing Home
The Gardens
The Manor
The Park Group Pty Ltd (Cosgrove Park and Tamar Park)
Tyler House

Umina Park Homes for Aged

Vaucluse Gardens Nursing Home

Yaraandoo Southern Cross Homes

APPENDIX B—SALARIES ETC. - NURSING HOMES AS LISTED IN APPENDIX A

1. An employee appointed or promoted to a position within a classification or level prescribed by this award shall be paid at the salary rate determined for the relevant classification or level, as hereinafter set forth.

1.1 Enrolled/auxiliary/mothercraft nurse

	Amount per annum	
	8%	2%
	Effective 1.4.96	Effective 1.7.97
	\$	\$
1st year of service	25075	25577
2nd year of service	25607	26119
3rd year of service	26138	26661
4th year of service	26670	27203
5th year of service	27201	27745

1.2 Registered Nurse - Level 1

1st year of service	27467	28016
2nd year of service	28795	29371
3rd year of service	30123	30726
4th year of service	31452	32081
5th year of service	32780	33436
6th year of service	34109	34791
7th year of service	35437	36146
8th year of service and thereafter	36765	37501

1.3 Nurse undertaking Post Graduate Training

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

1.4 Registered Nurse - Level 2

	Amount per annum	
	8%	2%
	Effective 1.4.96	Effective 1.7.97
	\$	\$
1st year of service	38094	38856
2nd year of service	38979	39759
3rd year of service	39865	40662
4th year of service	40751	41566

A Registered Nurse Level 1 or Level 2 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 \$8.30 for each shift worked. Provided that such payment shall not be made if any employee classified as Registered Nurse Level 3 or above is rostered for duty at the same time in such unit.

1.5 Registered Nurse - Level 3

1st year of service	42412	43260
2nd year of service	43407	44276
3rd year of service	44404	45292
4th year of service	45400	46308

1.6 Registered Nurse - Level 4

Grade 4 (121 beds and above)	54589	55680
Grade 3 (91 - 120 beds)	50714	51728
Grade 2 (61 - 90 beds)	50714	51728
Grade 1 (0 - 60 beds)	50714	51728

1.7 Registered Nurse - Level 5

Grade 4 - Bed capacity 91 - 120	62891	64148
Grade 3 - Bed capacity 61 - 90	58463	59632
Grade 3 - Bed capacity 61 - 90	54589	55680
Grade 2 - Bed capacity 31 - 60	50714	51728

SCHEDULE C—NURSING HOMES (TASMANIA) DISABILITY SERVICES SCHEDULE

1. TITLE

This schedule shall be known as the Nursing homes (Tasmania) Disability Services Schedule.

2. ARRANGEMENT

1. Title
2. Arrangement
3. Application
4. Parties bound
5. Date and period of operation
6. Relationship to the award
7. Purpose of the schedule
8. Productivity, efficiency and flexibility
9. No extra claims
10. Wage increases

Appendix A

Appendix B

3. APPLICATION

This schedule shall apply to those employers listed in Appendix A of this schedule in respect of the employment by the employer of Registered Nurses and Enrolled Nurses.

4. PARTIES BOUND

This schedule shall be binding upon:

- 4.1 Employers listed in Appendix A (the employer) in respect of its employees;
- 4.2 Australian Nursing Federation; and
- 4.3 Health Services Union of Australia.

5. DATE AND PERIOD OF OPERATION

This schedule shall operate from the beginning of the first full pay period on or after the date of certification and shall operate until 31 December 1997.

6. RELATIONSHIP TO THE AWARD

Employees covered by this schedule are, except for this schedule, subject to the Health and Welfare Services - Private Sector - Nurses - Tasmania - Award 1996. Where any inconsistency occurs between this schedule and the award, this schedule shall prevail to the extent of the inconsistency.

7. PURPOSE OF THE SCHEDULE

The purpose of this schedule is to:

- 7.1** enable employers listed in Appendix A to recruit and retain the services of sufficient numbers of competent professional and para-professional staff to be able to provide, as a minimum, levels of direct care necessary to comply with Commonwealth Outcome Standards;
- 7.2** increase productivity, efficiency, flexibility and competitiveness;
- 7.3** ensure continuous improvement in the quality of service delivered to residents;
- 7.4** reduce lost time through injury by the promotion of safe work practices within a safer and better work environment; and
- 7.5** ensure the ongoing stable industrial relations framework that exists at enterprises operated by employers party to this agreement.

8. PRODUCTIVITY, EFFICIENCY AND FLEXIBILITY

The parties to this schedule are committed to positively identifying and implementing measures to improving productivity and efficiency at the enterprise level during the life of this schedule.

Throughout the life of the schedule a review may be undertaken of all aspects of the work organisation process to identify for implementation where agreed, optimum productive, efficient and flexible practices including, but not limited to, the following crucial success factors:

- 8.1** work organisation;
- 8.2** stock and waste management;
- 8.3** skill utilisation and development;
- 8.4** Occupational Health and Safety;
- 8.5** flexibility of work patterns;
- 8.6** absenteeism and staff turnover;
- 8.7** application of award facilitative clauses;
- 8.8** hours of work, annual leave and time off arrangements;
- 8.9** overtime work;
- 8.10** shift arrangements and RDOs;

8.11 affirmative action reporting;

8.12 funding arrangements.

Provided that where agreement cannot be reached, clause 8 - Productivity, efficiency and flexibility of this schedule may be utilised including, where necessary, reference to the Australian Industrial Relations Commission.

9. NO EXTRA CLAIMS

The parties undertake that during the life of this schedule there shall be no further wage increases sought or granted except as provided under the terms of this schedule. The employers reserve the right to make additional payments to individuals where it deems appropriate.

The third safety net adjustment arising from any decision of the Australian Industrial Relations Commission will not be payable by employers listed in Appendix A of this schedule as a consequence of the operation of this schedule.

Nothing in this clause shall limit the right of the unions to seek commencement of negotiations for a schedule to replace this schedule upon its expiry.

10. WAGE INCREASES

10.1 The following pay increases are payable in respect to employee rates of pay contained in the Health and Welfare Services - Private Sector - Nurses - Tasmania - Award 1996.

The percentage increases are calculated on the rate of pay contained in Health and Welfare Services - Private Sector - Nurses - Tasmania - Award 1996 on the 1st November 1995.

10.2 5% payable from the first full pay period on or after the 1st July 1996.

10.3 3% payable from the first full pay period on or after the 1st October 1996.

10.4 2% payable from the first full pay period on or after 1st July 1997.

APPENDIX A - EMPLOYERS

Eskleigh Memorial Home
The Society for the Care of Crippled Children (St Giles Home)
Multicap Inc. (Panorama Nursing Home)

APPENDIX B - SALARIES ETC - NURSING HOMES AS LISTED IN APPENDIX A

1. An employee appointed or promoted to a position within a classification or level prescribed by this award shall be paid at the salary rate determined for the relevant classification or level as hereinafter set forth.

1.1 Enrolled/auxiliary/mothercraft nurse

	Amount per annum		
	\$		
	5% effective FFPP 1/7/96	3% effective FFPP 1/10/96	2% effective FFPP 1/7/97
1st year of service	24379	25110	25612
2nd year of service	24896	25643	26156
3rd year of service	25412	26174	26697
4th year of service	25929	26707	27241
5th year of service	26445	27238	27783

PROVIDED THAT employees in receipt of a rate of pay attaching to a year of service provided by this award immediately prior to the first pay period to commence on or after 10 July 1992 shall from that date be paid at the salary attaching to the year of service identified in Schedule B to this award in accordance with the translation provided for in Schedule B.

1.2 Registered Nurse - Level 1

	Amount per annum		
	\$		
	5% effective FFPP 1/7/96	5% effective FFPP 1/7/96	5% effective FFPP 1/7/96
1st year of service	26704	27505	28055
2nd year of service	27995	28835	29412
3rd year of service	29287	30166	30769
4th year of service	30578	31495	32125
5th year of service	31870	32826	33483
6th year of service	33161	34156	34839
7th year of service	34453	35487	36197
8th year of service and thereafter	35744	36816	37552

1.3 Registered Nurse - Level 2

	Amount per annum		
	\$		
	5% effective FFPP 1/7/96	5% effective FFPP 1/7/96	5% effective FFPP 1/7/96
1st year of service	37036	38147	38910
2nd year of service	37897	39034	39815
3rd year of service	38758	39921	40719
4th year of service	39619	40808	41624

A Registered Nurse Level 1 or Level 2 required to assume charge of a clinical or management unit (where a Level 3 nurse is normally employed) for more than half a shift be paid \$8.30 for each shift worked. Provided that such payment shall not be made if any employee classified as Registered Nurse Level 3 or above is rostered for duty at the same time in such unit.

1.4 Registered Nurse - Level 3

1st year of service	41234	42471	43320
2nd year of service	42202	43468	44337
3rd year of service	43171	44466	45355
4th year of service	44139	45463	46372

1.5 Registered Nurse - Level 5

Grade 1	49305	50784	51800
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