

**SUBMISSION TO
FAIR WORK COMMISSION**

Matter No:

AM2014/198 and others – 4 Yearly Review of Modern Awards – Group 2 Awards

***NURSES AWARD 2010
(MA000034)
AM 2014/207***

August 2015

**Submission in reply regarding
Exposure Draft Technical and Drafting Matters and Outline
Submissions of Substantive Claim**

**SUBMISSION BY
PRIVATE HOSPITAL INDUSTRY EMPLOYER ASSOCIATIONS**

**Australian Day Hospital Association
Australian Private Hospitals Association
Australian Private Hospitals Association – South Australia
Australian Private Hospitals Association – Victoria
Australian Private Hospitals Association – Tasmania
Catholic Health Australia
Private Hospitals Association of Queensland
Private Hospitals Association of New South Wales
Private Hospitals Association of Western Australia**

Contact: **Lucy Fisher – Executive Director
Private Hospitals Association of Queensland
PO Box 370
Kenmore QLD 4069
Tel: (07) 3279 7600
Email: lucyf@phaq.org**

PARTIES TO THIS SUBMISSION

- [1] This submission is being lodged on behalf of the Private Hospital Industry Employers' Associations (PHIEA) which includes: Australian Day Hospital Association, Australian Private Hospitals Association (APHA), the Private Hospitals Association of Queensland (PHAQ), APHA – South Australia; APHA – Victoria; APHA – Tasmania, Private Hospitals Association of New South Wales, Private Hospitals Association of Western Australia and Catholic Health Australia. These organisations collectively represent approximately 95% of licensed private hospital beds in Australia and in addition, represent approximately 90% of all Free Standing Day Hospitals.

BACKGROUND

- [2] In amended Directions issued on 6 May 2015 – 4 yearly review of modern awards – Group 2 Awards (AM2014/198 and others), the President requested that each interested party '*file comprehensive written submissions in reply to the technical and drafting issues related to exposure drafts in Group 2, and written outline of submissions in reply in relation to any substantive claims or variations being pursued.*'

RESPONSE

- [3] In relation to technical and drafting issues in the *Exposure Draft Nurses Award 2014*, PHIEA wishes to advise that it refers to and relies on, its detailed written submissions previously lodged as under:
- **Response to Exposure Draft – Nurses Award 2014** (27 January 2015)
 - **Submission in Rely in Relation to Exposure Draft – Nurses Award 2014** (17 February 2015)
 - **Supplementary Submission regarding Exposure Draft – Nurses Award 2014** (July 2015)
- [4] The submissions of PHIEA to date have been based on the *Exposure Draft – Nurses Award 2014* as originally released. Given that a number of decisions have been made and may still be made in relation to the Group 1 Awards which may have broader application and give rise to new or amended clauses in the *Exposure Draft - Nurses Award 2014*, PHIEA would respectfully request that the parties be given an opportunity to review and make submissions in relation to a revised Exposure Draft, before any decisions are made to finalise the technical and drafting matters associated with the review of this award.

Response to Technical and Drafting Issues

- [5] Further to the table of *Agreed Matters* (a copy of which is included as Appendix 1) prepared by the ANMF and included in our July submissions, the parties have held further discussions and a number of additional items have now been agreed by some parties.

The majority of these additional items relate to the use of '*the minimum hourly rate*' versus '*their minimum hourly rate*' or '*the employee's minimum hourly rate*'.

As noted in our submission of 27 January 2015 there are a number of clauses where the terminology in the *Exposure Draft – Nurses Award 2014* is different to the existing modern award and refers to “*the minimum hourly rate for the classification in which they are employed.*” PHIEA considers that without amendment, the Exposure Draft wording in clauses 6.4 (Casual Loading); 14.2 (Shift Penalties); 15.1 (Overtime Penalty Rates); 15.3 (Rest Period after Overtime) and 18.2 (Payment for work done on Public Holidays) could result in a detrimental change for some employees.

For example, where a classification such as *Registered Nurse Level 1* has 8 pay points based on years of experience as a Registered Nurse Level 1, the minimum hourly rate for this classification of Registered Nurse is found at Pay Point 1.

However if the employee has the experience necessary to be paid at Pay Point 8 for example, then Pay Point 8 should be the minimum rate payable to that employee, not the minimum hourly rate for the classification.

[6] PHIEA is one of the parties which agrees with the additional amendments proposed in the table below. It should be stressed that in the interests of brevity, the focus of this table is merely to identify specific elements within a clause which some parties have agreed should be amended to provide greater clarity regarding the applicable rate of pay.

Unless identified via ‘strikethrough’ the omission of any other paragraphs or dot points does not mean they that they have been removed.

ADDITIONAL AMENDMENTS AGREED BY SOME PARTIES

NB: The table below only identifies the specific part of a clause which some parties have agreed should be amended – it should not be interpreted to suggest that other elements of the clause have been removed.

Item	Exposure draft – Nurses Award 2014	Agreed by some parties
16	<p>6.4 Casual employment</p> <p>(b) Casual loading</p> <p>(i) For each ordinary hour worked, a casual employee must be paid</p> <ul style="list-style-type: none"> • the minimum hourly rate; and • a loading of 25% of the minimum hourly rate, <p>for the classification in which they are employed.</p>	<p>6.4 Casual employment</p> <p>(b) Casual loading</p> <p>(ii) For each ordinary hour worked, a casual employee must be paid</p> <ul style="list-style-type: none"> • the minimum hourly rate <u>applicable to their classification and paypoint</u>; and • a loading of 25% <u>of the minimum hourly rate</u>; <p><u>for the classification in which they are employed.</u></p>
19	<p>6.4 Casual employment</p> <p>(d) A casual employee will be paid shift allowances calculated on the minimum rate of pay excluding the casual loading with the casual loading component then added to the penalty rate of pay.</p>	<p>6.4 Casual employment</p> <p>(d) A casual employee will be paid shift allowances calculated on their <u>ir</u> minimum rate of pay excluding the casual loading with the casual loading component then added to the penalty rate of pay.</p>

5, 48	<p>14.2 Shift penalties</p> <p>(a) Where an employee works a rostered afternoon shift between Monday and Friday, the employee will be paid a loading of 112.5% of their minimum hourly rate.</p> <p>(b) Where an employee works a rostered night shift between Monday and Friday, the employee will be paid a loading of 115% of their minimum hourly rate.</p> <p>.....</p> <p>(f) Shift allowances for a casual employee will be calculated in accordance with clause 6.4(d)</p>	<p>14.2 Shift penalties</p> <p>(a) Where an employee works a rostered afternoon shift between Monday and Friday, the employee will be paid a loading of 112.5% of their minimum hourly rate.</p> <p>(b) Where an employee works a rostered night shift between Monday and Friday, the employee will be paid a loading of 115% of their minimum hourly rate.</p> <p>.....</p> <p>(f) Shift allowances for a casual employee will be calculated in accordance with clause 6.4(d)</p>
51	<p>15. Overtime</p> <p>15.1 Overtime penalty rates</p> <p>(a) Hours worked in excess of the ordinary hours on any day or shift prescribed in clause 8 are to be paid as follows:</p> <p>(i) Monday to Saturday (inclusive) – 150% of the minimum hourly rate for the first two hours and double time thereafter;</p> <p>(ii) Sunday – 200% of the minimum hourly rate; and</p> <p>(iii) Public holidays – 250% of the minimum hourly rate.</p>	<p>15. Overtime</p> <p>15.1 Overtime penalty rates</p> <p>(b) Hours worked in excess of the ordinary hours on any day or shift prescribed in clause 8 are to be paid as follows:</p> <p>(i) Monday to Saturday (inclusive) – 150% of the <u>employee's</u> minimum hourly rate for the first two hours and double time thereafter;</p> <p>(ii) Sunday – 200% of the <u>employee's</u> minimum hourly rate; and</p> <p>(iii) Public holidays – 250% of the <u>employee's</u> minimum hourly rate.</p>
53	<p>15.3 Rest period after overtime</p> <p>(iii) If, on the instructions of the employer, an employee referred to in clause 15.3(b) does not receive 10 consecutive hours off duty, the employee is entitled:</p> <p>(i) To be paid at a rate of 200% of the minimum hourly rate for their classification until being released from duty; and</p>	<p>15.3 Rest period after overtime</p> <p>(a) If, on the instructions of the employer, an employee referred to in clause 15.3(b) does not receive 10 consecutive hours off duty, the employee is entitled:</p> <p>(ii) To be paid at a rate of 200% of <u>thei</u>r minimum hourly rate for their classification until being released from duty; and</p>
65	<p>18.2 Payment for work done on public holidays</p> <p>(a) All work done by an employee during their ordinary shifts on a public holiday, including a substituted day, will be paid at 200% of the minimum hourly rate.</p>	<p>18.2 Payment for work done on public holidays</p> <p>(a) All work done by an employee during their ordinary shifts on a public holiday, including a substituted day, will be paid at 200% of <u>thei</u>r minimum hourly rate.</p>
68,	<p>18.6 Additional leave days by mutual agreement</p> <p>(a) Instead of being paid 200% of the minimum hourly rate under clause 18.2(a), where the</p>	<p>18.6 Additional leave days by mutual agreement</p> <p>(a) Instead of being paid 200% of the minimum hourly rate under clause 18.2(a), where the</p>

69	<p>employer and employee mutually agree in writing at the time the public holiday is worked, an employee may be paid their ordinary rate of pay for time worked on a public holiday and have the same number of hours worked accrued, to be taken as leave. This leave may be taken in conjunction with a period of annual leave.</p>	<p>employer and employee mutually agree in writing at the time the public holiday is worked, an employee may be paid their ordinary rate of pay for time worked on a public holiday and have the same number of hours worked accrued, to be taken as leave. This leave may be taken in conjunction with a period of annual leave.</p>
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[7] At this stage PHIEA relies on its previous submissions and apart from the additional amendments noted in the table above, has no further comment to make in relation to technical and drafting matters associated with this Award.

Response to Outline Submissions of Substantive Claim

[8] Please refer to the attached table which summarises the outline submissions of substantive claim and the PHIEA preliminary response.

PHIEA understands that a separate Full Bench constituted to hear substantive matters will issue its own directions in due course, therefore it is not our intent to respond in detail at this stage, but merely to provide an indication as to whether or not we would be likely to support a proposed variation.

[9] In summary, PHIEA considers that the following matters raised by the various parties should be considered substantive and referred to a separately constituted Full Bench.

- Annual Leave Loading for shift workers
- In charge and leading hand allowances
- Recall to Work and On-call (remotely)
- Excessive On Call
- Rest breaks between rostered work
- Meal breaks
- Schedule B – Classification Definitions – Nursing Assistant
- Overtime penalty rates
- Shift Allowances
- Ceremonial Leave
- Rostering
- Remote communication allowance

The following matters are considered substantive but will be heard by the relevant Common Issue Full Bench

- Minimum engagement provisions – Part Time and Casual employees
- Public Holidays and part time employees

ORGANISATION	Summary of Position and Outline Substantive Claims	PHIEA COMMENTS/ PROVISIONAL RESPONSE								
UNION SUBMISSIONS										
<p>Australian Nursing and Midwifery Federation</p>	<p><u>Substantive Matters</u></p> <p>Annual Leave Loading – payable on 6 weeks AL</p> <ul style="list-style-type: none"> Noted that the parties had been asked to clarify whether 17.5% annual leave loading is payable on 4, 5, or 6 weeks leave and that discussions had failed to reach an agreed position. ANMF considers that given its complexity it would be more conveniently dealt with along with other substantive matters rather than as a technical issue. <p>In Charge and Leading Hand Allowances</p> <p><u>Extracts from ANMF Draft Determination</u></p> <ul style="list-style-type: none"> <i>In charge of facility of less than 100 beds \$22.82 per shift</i> <i>In charge of facility with 100 beds or more \$36.77 per shift</i> <i>In charge of a section of a facility - \$22.82 per shift</i> <i>Clause will not apply to RNs L3 or above</i> <p>Leading hand is an EN or AIN who is placed in charge of not less than 2 other employees of the classification of EN or AIN. Weekly allowance as under:</p> <p><i>Leading hand in charge of:</i></p> <table border="0"> <tr> <td>• 2-5 other employees</td> <td>2.67% of standard rate</td> </tr> <tr> <td>• 6-10 other employees</td> <td>3.81% of standard rate</td> </tr> <tr> <td>• 11-15 other employees</td> <td>4.81% of standard rate</td> </tr> <tr> <td>• 16 or more other employees</td> <td>5.88% of standard rate</td> </tr> </table> <ul style="list-style-type: none"> <i>Allowance will be part of salary for all purposes of this award</i> <i>Employees working less than 38 hours per week will be entitled to the allowances in the same proportion as the average hours worked each week bears to 38 hours.</i> 	• 2-5 other employees	2.67% of standard rate	• 6-10 other employees	3.81% of standard rate	• 11-15 other employees	4.81% of standard rate	• 16 or more other employees	5.88% of standard rate	<p>Given the lack of consensus between the parties, PHIEA considers that this matter should be considered by a separately constituted Full Bench along with other substantive matters rather than being treated as a 'technical' issue.</p> <p>PHIEA will be opposing this proposal</p>
• 2-5 other employees	2.67% of standard rate									
• 6-10 other employees	3.81% of standard rate									
• 11-15 other employees	4.81% of standard rate									
• 16 or more other employees	5.88% of standard rate									

ORGANISATION	Summary of Position and Outline Substantive Claims	PHIEA COMMENTS/ PROVISIONAL RESPONSE
<p>Australian Nursing and Midwifery Federation (continued)</p>	<p>Recall to Work and On-Call</p> <p><u>ANMF Draft Determination:</u></p> <p>Recall to work when on call</p> <p><i>(a) an employee who is required to be on call and who is recalled to work, will be paid for a minimum of three hours at the appropriate overtime rate. To avoid doubt this includes any occasion where the work can be managed without the employee having to return to the workplace such as by telephone.</i></p> <p>Recall to work when not on call</p> <p><i>(a) An employee who is not required to be on call and who is recalled to work after leaving the employer's premises will be paid for a minimum of three hours' work at the appropriate overtime rate. To avoid doubt this includes any occasion where the work can be managed without the employee having to return to the workplace such as by telephone.</i></p> <p><i>(b) The time spent travelling to and from the place of duty will be deemed to be time worked. Except that, where an employee is recalled within three hours of their rostered commencement time, and the employee remains at work, only the time spent in travelling to work will be included with the actual time worked for the purposes of the overtime payment.</i></p> <p><i>(c) An employee who is recalled to work will not be obliged to work for 3 hours if the work for which the employee was recalled is completed within a shorter period.</i></p> <p><i>(d) If an employee is recalled to work, the employee will be provided with transport to and from their home or will be refunded the cost of such transport.</i></p>	<p>PHIEA will be opposing the substantive changes contained within this proposal</p>

ORGANISATION	Summary of Position and Outline Substantive Claims	PHIEA COMMENTS/ PROVISIONAL RESPONSE
<p>Australian Nursing and Midwifery Federation (continued)</p>	<p>be paid overtime for all time worked until the meal break is taken</p> <p>(c) Where an employee is required by the employer to remain available during a meal break, but is free from duty, the employee will be paid at ordinary rates for a 30 minute meal break. If the employee is recalled to perform duty during this period the employee will be paid overtime for all time worked until the balance of the meal break is taken.</p> <p>Public Holidays</p> <ul style="list-style-type: none"> ANMF proposes to extend existing clause 32.3 which currently provides that full time employees will receive a day's ordinary pay for public holidays that occur on their rostered day off, to at least some part time employees (<i>detail not specified</i>) ANMF noted that this claim will be heard by the Public Holidays Common Issue Full Bench <p>Schedule B – Classification Definitions – Nursing Assistant</p> <p>ANMF proposes to vary the definition of Nursing Assistant contained in clause B.1 of Schedule B to remove the words 'or Enrolled'. The rationale for the variation is that under NMBA rules, enrolled nurses cannot supervise Nursing Assistants and therefore the definition requires amendment to reflect the current state of the law.</p> <p>ANMF considers that all matters noted as “substantive” should be referred to a separately constituted Full Bench</p>	<p>PHIEA agrees that this matter is being dealt with by the Public Holidays Full Bench and will participate in this common issue in accordance with published timeframes</p> <p>Agree</p> <p>Agree that all matters flagged by ANMF as 'substantive' should be referred to separately constituted Full Bench</p>

ORGANISATION	Summary of Position and Outline Substantive Claims	PHIEA COMMENTS/ PROVISIONAL RESPONSE
<p>HEALTH SERVICES UNION (HSU)</p>	<p><u>Substantive Matters</u></p> <p>Ceremonial Leave</p> <p>During the consultation process, the HSU provided the parties with the proposed wording for a variation to the current Ceremonial Leave clause – which has been agreed as under:</p> <p>19 – Ceremonial Leave</p> <p><i>An employee who is legitimately required by Aboriginal or Torres Strait Islander tradition to be absent from work for Aboriginal ceremonial purposes will be entitled to up to 10 working days unpaid leave in any one year, with the approval of the employer.</i></p> <p>Overtime</p> <p>HSU has proposed the following variation:</p> <p>15.1 –Overtime Penalty Rates</p> <p>(a) <i>Hours worked in excess of the ordinary hours on any day or shift described in clause 8 are to be paid as follows:</i></p> <p>(i) <i>Monday to Saturday (inclusive) – 150% of the minimum hourly rate for the first two hours and double time thereafter</i></p> <p>(ii) <i>Sunday – 200% of the minimum hourly rate and</i></p> <p>(iii) <i>Public holidays – 250% of the minimum hourly rate</i></p> <p>(b) <i>Overtime penalties as prescribed in clause 15.1 (a) do not apply to Registered Nurses Levels 4 & 5.</i></p> <p>(c) <i>Overtime rates under this clause will be in substitution for and not cumulative upon the shift and weekend premiums prescribed in clause 14 – Shiftwork and Clause 16 – Saturday and Sunday work</i></p>	<p>PHIEA has agreed to this change</p> <p>PHIEA will be opposing this variation</p>

ORGANISATION	Summary of Position and Outline Substantive Claims	PHIEA COMMENTS/ PROVISIONAL RESPONSE
<p>HEALTH SERVICES UNION (HSU) (continued)</p>	<p>(d) <i>For the purposes of overtime each shift, day, week or averaged roster period stands alone. All work beyond these hours will be overtime and paid as prescribed in clause 15.1</i> (a)</p> <p>(e) <i>All work beyond 10 hours in a day, whether in a single shift or not, will be overtime and paid as prescribed in clause 15.1(a)</i></p> <p>(f) <i>Overtime is payable to all employees, other than those specifically excluded by clause 15.1</i> (b)</p> <p>Shift Allowances</p> <ul style="list-style-type: none"> • HSU is of the view that weekend and public holiday rates of pay are intended to compensate an employee for the loss of social and family time and that shift work allowances are intended to compensate for working hours late in the evening or overnight and in the HSU’s opinion are not interchangeable and both should be paid where both detriments/disadvantages are suffered. <p>HSU proposes the following variations:</p> <p>14.2 – Shift Work</p> <p>(a) <i>Where an employee works a rostered afternoon shift on any day the employee will be paid an additional 12.5% of their minimum hourly rate for each hour they work</i></p> <p>(b) <i>Where an employee works a rostered night shift on any day the employee will be paid an additional 15% of their minimum hourly rate for each hour they work</i></p> <p>(c) <i>The provisions of this clause do not apply where an employee commences their ordinary hours of work after 12 noon and completes those hours at or before 6.00 p.m. on that day</i></p> <p>(d) <i>The provisions of this clause will not apply to Registered Nurses Levels 4 ad 5.</i></p> <p>(e) <i>Shift allowances for a casual employee will be added to the casual loading in accordance with clause 6.4 (d)</i></p>	<p>PHIEA will be opposing this proposal</p> <p>PHIEA will be opposing all or part of this proposal and agree that as a substantive matter it should be referred to a separately constituted Full Bench.</p>

ORGANISATION	Summary of Position and Outline Substantive Claims	PHIEA COMMENTS/ PROVISIONAL RESPONSE
EMPLOYER SUBMISSIONS		
AGED CARE EMPLOYERS	<p><u>Technical Matters</u></p> <p>Annual Leave Loading for Shiftworkers (Item 62 of the FWC summary table)</p> <ul style="list-style-type: none"> Noted that the method of calculation for annual leave loading for employees who are not shiftworkers is as confusing as it would be for employees who are shiftworkers – i.e. non-shiftworkers receive 5 weeks annual leave under the award but only receive loading on 4 weeks. <p><u>Substantive Matters</u></p> <p>Rostering – Clause 8.2 of the Award</p> <p><i>Propose to vary clause 8.2 (e) as under:</i></p> <p><i>Subject to clause 8.2(f) <u>unless the employee otherwise agrees</u>, seven days’ notice of a change of roster will be given by the employer to an employee.</i></p> <p><i>(f) The employer may alter a roster at any time to enable the functions of the hospital or facility to be carried out where another employee is absent from work due to illness or in an emergency.</i></p> <p>ACE submit that without the variation to 8.2 (e) an employer cannot alter an employee’s roster without 7 days’ notice – even where the employee agrees to a roster change. Clause 8.2 (f) is limited to ‘illness’ or ‘emergency’ and there may be many other circumstances where an employer might require a roster to be altered – i.e. employee’s car may have broken down, employee may have taken leave at short notice for a family matter etc.</p>	<p>PHIEA agrees with ANMF that this issue should be considered in conjunction with the substantive matters by a separately constituted Full Bench</p> <p>PHIEA does not object to this proposal</p>

ORGANISATION	Summary of Position and Outline Substantive Claims	PHIEA COMMENTS/ PROVISIONAL RESPONSE
AGED CARE EMPLOYERS (continued)	<p>New Clause – Remote Communication Allowance</p> <p><i>ACE propose that a new clause 11.3 (b) be inserted into the Award as follows:</i></p> <p>(b) Remote Communication Allowance</p> <p><i>(i) This clause applies to an employee who is on call to provide advice or assistance remotely, including via telephone, text, web chat or email.</i></p> <p><i>(ii) Where an employee is required to be on call to provide advice or assistance remotely they will receive:</i></p> <p><i>(a) 50 percent of the on call allowance as specified in clause 11.3 (a) for the relevant call period and</i></p> <p><i>(b) remote communication allowance equivalent to the employee’s ordinary hourly rate of pay for time actually worked, with a minimum payment of one hour, irrespective of the number of calls/communications received during the on call period.</i></p> <p><i>(Note: The on call and remote communication allowances do not apply to Registered Nurses Levels 4 and 5.</i></p>	<p>PHIEA will oppose this proposal as it is currently written</p>
AUSTRALIAN INDUSTRY GROUP (AIG)	<p><u>Substantive Matters</u></p> <p>Proposed variation to Clause 27.1 – Meal Breaks</p> <p><i>27.1 (a) An employee who works in excess of five hours will be entitled to an unpaid meal break of not less than 30 minutes and not more than 60 minutes. Provided that, an employee who works not more than six hours may elect to forgo the meal break with the consent of the employer.</i></p>	<p>PHIEA is of the view that this is similar to part of the proposal put forward by the ANMF on the same issue which is agreed as being a substantive matter and as such should be referred to a separately constituted Full Bench.</p>

APPENDIX 1 Agreed Matters

(PHIEA confirms its support of these proposed changes which were submitted to FWC in July 2015, however it should be noted that as a consequence of further discussion between the parties in August 2015, a few additional amendments have been agreed by some parties which are noted on page XX of this submission)

Note this table includes only those items agreed between the parties that require *changes* to the Nurses Award exposure draft wording. It does *not*, however, include any changes that result from FWC decisions that have been made or may be made regarding Group 1 exposure drafts.

Item No	Exposure Draft <i>Nurses Award</i>	Agreed Wording or Outcome																		
12, 13	<p>5.2 Facilitative provisions in this award are contained in the following clauses:</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: center;">Clause</th> <th style="text-align: center;">Provision</th> <th style="text-align: center;">Agreement between an employer and:</th> </tr> </thead> <tbody> <tr> <td style="text-align: center;">9.2(b)</td> <td>Paid tea breaks</td> <td>An individual</td> </tr> <tr> <td style="text-align: center;">10.7(a)</td> <td>Payment of wages</td> <td></td> </tr> <tr> <td style="text-align: center;">15.2</td> <td>Time off instead of payment for overtime</td> <td>An individual</td> </tr> <tr> <td style="text-align: center;">18.3</td> <td>Public holiday substitution</td> <td>The majority of employees</td> </tr> <tr> <td style="text-align: center;">18.6</td> <td>Additional leave days by mutual agreement</td> <td>An individual</td> </tr> </tbody> </table>	Clause	Provision	Agreement between an employer and:	9.2(b)	Paid tea breaks	An individual	10.7(a)	Payment of wages		15.2	Time off instead of payment for overtime	An individual	18.3	Public holiday substitution	The majority of employees	18.6	Additional leave days by mutual agreement	An individual	Parties recommend that last column re payment of wages remain blank or a dash be inserted.
Clause	Provision	Agreement between an employer and:																		
9.2(b)	Paid tea breaks	An individual																		
10.7(a)	Payment of wages																			
15.2	Time off instead of payment for overtime	An individual																		
18.3	Public holiday substitution	The majority of employees																		
18.6	Additional leave days by mutual agreement	An individual																		
14	6.1(b) At the time of engagement an employer will inform each employee of the terms of their engagement and in particular whether they are to be employed on a full-time, part-time or casual basis. An employer may direct an employee to carry out such duties that are within the limits of the employee’s skill, competence and training, consistent with the respective classification	6.1(b) At the time of engagement an employer will inform each employee of the terms of their engagement and in particular whether they are to be employed on a full-time, part-time or casual basis. An employer may direct an employee to carry out such duties that are within the limits of the employee’s skill, competence and training, consistent with the respective classification																		
15	<p>6.3(a) A part-time employee:</p> <ul style="list-style-type: none"> (i) is engaged to work less than an average of 38 ordinary hours per week; (ii) has reasonably predictable hours of work; and (iii) receives, on a pro rata basis, pay and conditions equivalent to those of full-time employees who do the same kind of work. <p>(b) Before commencing part-time employment, the employer and employee will agree in writing to the guaranteed minimum number of hours to be worked and the rostering arrangements which will apply to those hours.</p> <p>(c) The terms of the agreement in clause 6.3(b) may be varied by agreement and recorded in writing.</p>	<p>6.3(a) A part-time employee <u>is engaged to work less than an average of 38 ordinary hours per week and has reasonably predictable hours of work.:</u></p> <p>(i) — has reasonably predictable hours of work; and</p> <p>— (ii) — receives, on a pro rata basis, pay and conditions equivalent to those of full-time employees who do the same kind of work.</p> <p>(b) Before commencing part-time employment, the employer and employee will agree in writing to the guaranteed minimum number of hours to be worked and the rostering arrangements which will apply to those hours.</p> <p>(c) The terms of the agreement in clause 6.3(b) may be varied by agreement and recorded in writing.</p> <p><u>(d) The terms of this award will apply on a pro rata basis to part-time employees on the basis that the ordinary weekly hours for full-</u></p>																		

		<u>time employees are 38.</u>
17 18	<p>6.4 Casual employment</p> <p>(a) A casual employee is an employee engaged on an hourly basis.</p> <p>(b) Casual loading</p> <p>(i) For each ordinary hour worked, a casual employee must be paid:</p> <ul style="list-style-type: none"> • The minimum hourly rate; and • A loading of 25% of the minimum hourly rate, for the classification in which they are employed. <p>(ii) The casual loading is paid instead of annual leave, paid person/carer's leave, notice of termination, redundancy benefits and other entitlements of full time or part time employment.</p> <p>(iii) The following provisions of this award do not apply to casual employees:</p> <p>(c) A casual employee will be paid a minimum of two hours pay for each engagement.</p> <p>(d) A casual employee will be paid shift allowances calculated on the minimum rate of pay excluding the casual loading with the casual loading component then added to the penalty rate of pay.</p>	<p>6.4 Casual employment</p> <p>(a) A casual employee is an employee engaged on an hourly basis.</p> <p>(b) Casual loading</p> <p>(i) For each ordinary hour worked, a casual employee must be paid:</p> <ul style="list-style-type: none"> • The minimum hourly rate; and • A loading of 25% of the minimum hourly rate, for the classification in which they are employed. <p>(ii) The casual loading is paid instead of annual leave, paid person/carer's leave, notice of termination, redundancy benefits and other entitlements of full time or part time employment.</p> <p>(iii) The following provisions of this award do not apply to casual employees.</p> <p>(c) A casual employee will be paid a minimum of two hours pay for each engagement.</p> <p>(d) A casual employee will be paid shift allowances calculated on the minimum rate of pay excluding the casual loading with the casual loading component then added to the penalty rate of pay.</p>
24	<p>8.1(e) An accrued day off (ADO) system of work may be implemented where an employee works no more than 19 days in a four week period of 152 hours.</p> <p>8.3(a) Where an employee is entitled to an ADO, in accordance with the arrangement of ordinary hours of work as set out in clause 8, the ADO will be taken within 12 months of the date on which the first full ADO accrued.</p>	<p>8.1(e) An accrued day off (ADO) system of work may be implemented where an <u>a full-time</u> employee works no more than 19 days in a four week period of 152 hours.</p> <p>8.3(a) Where an <u>a full-time</u> employee is entitled to an ADO, in accordance with the arrangement of ordinary hours of work as set out in clause 8, the ADO will be taken within 12 months of the date on which the first full ADO accrued.</p>
25	<p>8.1(c) The ordinary hours of work for a full-time employee will be:</p> <p>(i) 38 hours per week;</p> <p>(ii) 76 hours per fortnight; or</p> <p>(iii) 152 hours over 28 days.</p> <p>(f) Each employee must be free from duty for not less than:</p> <p>(i) two full days in each week;</p> <p>(ii) four full days in each fortnight; or</p> <p>(iii) eight full days in each 28-day cycle.</p>	<p>8.1(c) The ordinary hours of work for a full-time employee will be:</p> <p>(i) 38 hours per week; <u>or</u></p> <p>(ii) 76 hours per fortnight; or</p> <p>(iii) 152 hours over 28 days.</p> <p>(f) Each employee must be free from duty for not less than:</p> <p>(i) two full days in each week; <u>or</u></p> <p>(ii) four full days in each fortnight; or</p> <p>(iii) eight full days in each 28-day cycle.</p>

30	<p>9.3 Rest breaks between rostered work An employee will be allowed a rest break of eight hours between the completion of one ordinary work period or shift and the commencement of another ordinary work period or shift.</p>	<p>9.3 Rest breaks between rostered work An employee will be allowed a rest break of eight hours between the completion of one ordinary work period or shift and the commencement of another ordinary work period or shift.</p> <p>8.34 Accumulation and taking of accrued days off (ADOs)</p>
32, 33, 34	<p>10. Minimum weekly wages An employer must pay adult employees the following minimum wages for ordinary hours worked by the employee:</p> <p>Columns in clauses 10.1, 10.2, 10.3, 10.4, 10.5, B.1.3, B.2.3, B.3.3, B.4.3, and B.5.3 are headed "Casual hourly rate"</p>	<p>10. Minimum weekly wages wage rates An employer must pay adult employees the following minimum wages for ordinary hours worked by the employee:</p> <p>Change headings of columns in clauses 10.1, 10.2, 10.3, 10.4, 10.5, B.1.3, B.2.3, B.3.3, B.4.3, and B.5.3 to "<u>Minimum</u> casual hourly rate"</p>
37	<p>10.6 Progression through pay points</p> <p>(a) Progression to the next pay point for all classifications for which there is more than one pay point will have regard to</p> <p>(i) the acquisition and use of skills described in the definitions contained in Schedule A – Classification Definitions; and</p> <p>(ii) knowledge gained through experience in the practice settings over such a period.</p> <p>(b) Progression will be:</p> <p>(i) for full time employees – by annual movement; or</p> <p>(ii) for part-time or casual employees – 1786 hours of experience.</p>	<p>10.6 Progression through pay points</p> <p>(a) <u>Progression will be:</u></p> <p>(i) <u>for full time employees – by annual movement; or</u></p> <p>(ii) <u>for part time or casual employees – 1786 hours of experience.</u></p> <p>(a) Progression to the next pay point for all classifications for which there is more than one pay point will have regard to</p> <p>(i) the acquisition and use of skills described in the definitions contained in Schedule A – Classification Definitions; and</p> <p>(ii) knowledge gained through experience in the practice settings over such a period.</p> <p>(b) <u>Progression will be:</u></p> <p>(i) <u>for full time employees – by annual movement; or</u></p> <p>(ii) <u>for part time or casual employees – 1786 hours of experience.</u></p>
39	<p>11.2 The following allowances do not apply to employees classified at Registered nurse levels 4 or 5.</p>	<p>Parties agree RN 4 & 5 are not entitled to any of the allowances in clause 11.</p>
43	<p>11.4 (a) Clothing and equipment</p> <p>(i) Employees required to wear uniforms will be supplied with an adequate number of uniforms appropriate to the occupation free of cost. Uniforms are to remain the property of the employer and be laundered and maintained by the employer free of cost to</p>	<p>11.4 (a) Clothing and equipment</p> <p>(i) Employees required <u>by the employer</u> to wear uniforms will be supplied with an adequate number of uniforms appropriate to the occupation free of cost. Uniforms are to remain the property of the employer and be laundered and maintained by the</p>

	the employee.	employer free of cost to the employee.
50	<p>15. Overtime</p> <p>15.1 Overtime penalty rates</p> <p>(a) Hours worked in excess of the ordinary hours on any day or shift prescribed in clause 8 are to be paid as follows:</p> <p>(i) Monday to Saturday (inclusive) – 150% of the minimum hourly rate for the first two hours and double time thereafter.</p> <p>(ii) Sunday – 200% of minimum hourly rate; and</p> <p>(iii) Public holidays – 250% of the minimum hourly rate.</p>	<p>15. Overtime</p> <p>15.1 Overtime penalty rates</p> <p>(a) Hours worked in excess of the ordinary hours on any day or shift prescribed in clause 8 are to be paid as follows:</p> <p>(i) Monday to Saturday (inclusive) – 150% of the minimum hourly rate for the first two hours and double time <u>200%</u> thereafter.</p> <p>(ii) Sunday – 200% of minimum hourly rate; and</p> <p>(iii) Public holidays – 250% of the minimum hourly rate</p>
54	<p>15.3 Rest period after overtime</p> <p>(a) When overtime work is necessary, it will, wherever reasonably practicable, be so arranged that employees have at least 10 consecutive hours off duty between the work of successive days or shifts, including overtime.</p> <p>(b) An employee working overtime, other than a casual employee, is entitled to 10 consecutive hours off duty between the termination of work on one day and the commencement of work on the next day, without loss of pay for ordinary hours.</p> <p>(c) If on the instructions of the employer, an employee referred to in clause 15.3(b) does not receive 10 consecutive hours off duty, the employee is entitled:</p> <p>(i) to be paid at a rate of 200% of the minimum hourly rate for their classification until being released from duty; and</p> <p>(ii) upon being released from duty, to be absent until they have had at least 10 consecutive hours off duty, without loss of pay for rostered ordinary hours during their absence.</p>	<p>15.3 Rest period after overtime</p> <p>(a) When overtime work is necessary, it will, wherever reasonably practicable, be so arranged that employees have at least 10 consecutive hours off duty between the work of successive days or shifts, including overtime.</p> <p>(b) An employee working overtime, other than a casual employee, is entitled to 10 consecutive hours off duty between the termination of work on one day and the commencement of work on the next day, without loss of pay for ordinary hours.</p> <p>(c) If on the instructions of the employer, an employee referred to in clause 15.3(b) does not receive 10 consecutive hours off duty, the employee is entitled:</p> <p>(i) to be paid at a rate of 200% of the minimum hourly rate for their classification until being released from duty; and</p> <p>(ii) upon being released from duty, to be absent until they have had at least 10 consecutive hours off duty, without loss of pay for rostered ordinary hours during their absence.</p> <p><u>(b) An employee, other than a casual employee, who works so much overtime between the termination of their ordinary work on one day and the commencement of their ordinary work on the next day, that they have not had at least 10 consecutive hours off duty between those times, will be released after completion of such overtime,</u></p>

		<p><u>until they have had 10 consecutive hours off duty without loss of pay for ordinary working time occurring during such absence.</u></p> <p><u>(c) If, on the instruction of the employer, an employee resumes or continues to work without having had 10 consecutive hours off duty, they will be paid at the rate of double time until released from duty for such period. The employee will then be entitled to be absent until they have had 10 consecutive hours off duty without loss of pay for rostered ordinary hours occurring during the absence.</u></p>
61	17.2(b) A shiftworker , for the purposes of the additional week’s annual leave provided by the NES and referred to in clause 17.1, is an employee who:...	17.2(b) A shiftworker, for the purposes of the additional week’s annual leave provided by the NES and referred to in clause 17.1 , is an employee who:...
66	<p>18.2 Payment for work done on public holidays</p> <p>(a) All work done by an employee during their ordinary shifts on a public holiday, including a substituted day, will be paid at 200% of the minimum hourly rate.</p> <p>(b) Where 25 December falls on a weekend and, because of substitution, is not a public holiday within the meaning of the NES, an employer conducting a business that operates seven days a week will pay to an employee the following rates for each hour worked:</p> <p>(i) Where the employee works on 25 December and that day is:</p> <ul style="list-style-type: none"> • A Saturday – 200% of the employee’s minimum hourly rate; or • A Sunday – 225% of the employee’s minimum hourly rate. <p>(ii) Where the employee works on the substitute day – 150% of the employee’s minimum hourly rate.</p>	<p>18.2 Payment for work done on public holidays</p> <p>(a) All work done by an employee during their ordinary shifts on a public holiday, including a substituted day, will be paid at 200% of the minimum hourly rate.</p> <p><u>(b) Businesses that operate seven days a week shall recognise work performed on 25 December which falls on a Saturday or Sunday and, where because of substitution, is not a public holiday within the meaning of the NES with the Saturday or Sunday payment (as appropriate) plus an additional loading of 50% of the employee’s ordinary time rate for the hours worked on that day. All work performed on the substitute day by an employee will receive an additional loading of 50% of the ordinary time rate for the hours worked on that day instead of the rate referred to in clause 18.2(a).</u></p> <p>(b) Where 25 December falls on a weekend and, because of substitution, is not a public holiday within the meaning of the NES, an employer conducting a business that operates seven days a week will pay to an employee the following rates for each hour worked:</p> <p>(i) ——— Where the employee works on 25 December and that day is: A Saturday — 200% of the employee’s minimum hourly rate; or A Sunday — 225% of the employee’s minimum hourly rate.</p> <p>(ii) ——— Where the employee works on the substitute day — 150% of the employee’s minimum hourly rate.</p>

70	<p>19. Ceremonial leave</p> <p>An employee who is legitimately required by Aboriginal tradition to be absent from work for Aboriginal ceremonial purposes will be entitled to up to ten working days' unpaid leave in any one year, with the approval of the employer.</p>	<p>19. Ceremonial leave</p> <p>An employee who is legitimately required by Aboriginal <u>or Torres Strait Islander</u> tradition to be absent from work for Aboriginal ceremonial purposes will be entitled to up to ten working days' unpaid leave in any one year, with the approval of the employer.</p>																														
75	Schedule B – Summary of Hourly Rates of Pay	Columns in all tables should be in the same order																														
78	<p>C.1 Wage related allowances ...</p> <table border="1" data-bbox="357 640 783 954"> <tr> <td>On-call allowance</td> <td>11.3(a)</td> <td></td> </tr> <tr> <td>Between rostered shifts or ordinary hours on:</td> <td></td> <td></td> </tr> <tr> <td>Monday to Friday inclusive</td> <td></td> <td>2.35</td> </tr> <tr> <td>Saturday</td> <td></td> <td>3.45</td> </tr> <tr> <td>Sunday, public holiday or non-rostered day</td> <td></td> <td>4.13</td> </tr> </table>	On-call allowance	11.3(a)		Between rostered shifts or ordinary hours on:			Monday to Friday inclusive		2.35	Saturday		3.45	Sunday, public holiday or non-rostered day		4.13	<p>C.1 Wage related allowances ...</p> <table border="1" data-bbox="959 640 1390 983"> <tr> <td>On-call allowance</td> <td>11.3(a)</td> <td></td> </tr> <tr> <td>Between rostered shifts or ordinary hours on:</td> <td></td> <td></td> </tr> <tr> <td>Monday to Friday inclusive</td> <td></td> <td>2.35</td> </tr> <tr> <td>Saturday</td> <td></td> <td><u>3.4554</u></td> </tr> <tr> <td>Sunday, public holiday or non-rostered day</td> <td></td> <td>4.13</td> </tr> </table>	On-call allowance	11.3(a)		Between rostered shifts or ordinary hours on:			Monday to Friday inclusive		2.35	Saturday		<u>3.4554</u>	Sunday, public holiday or non-rostered day		4.13
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END OF SUBMISSION