



DECISION

Fair Work Act 2009
s.185—Enterprise agreement

East Sydney Day Hospital Pty Ltd T/A East Sydney Private Hospital
(AG2014/3841)

EAST SYDNEY PRIVATE HOSPITAL NURSES' NSWNMA/ANF ENTERPRISE AGREEMENT 2013-2016

Health and welfare services

DEPUTY PRESIDENT BOOTH

SYDNEY, 10 MARCH 2014

Application for approval of the East Sydney Private Hospital Nurses' NSWNMA/ANF Enterprise Agreement 2013-2016.

[1] An application has been made for approval of an enterprise agreement known as the *East Sydney Private Hospital Nurses' NSWNMA/ANF Enterprise Agreement 2013-2016* (the Agreement). The application was made pursuant to s.185 of the *Fair Work Act 2009* (the Act). It has been made by East Sydney Day Hospital Pty Ltd T/A East Sydney Private Hospital. The agreement is a single-enterprise agreement.

[2] The New South Wales Nurses and Midwives' Association and the Australian Nursing and Midwifery Federation - New South Wales Branch, being bargaining representatives for the Agreement, have given notice under s.183 of the Act that they want the Agreement to cover them. In accordance with s.201(2) of the Act, I note that the Agreement covers the organisations.

[3] The Agreement does contain a consultation term, however, it is not a consultation term which complies with s.205(1) of the Act. I note that the model consultation term is taken, pursuant to s.205(2) of the Act, to be a term of the Agreement.

[4] I am satisfied that each of the requirements of ss.186, 187 and 188 of the Act as are relevant to this application for approval have been met.

[5] The Agreement is approved and, in accordance with s.54 of the Act, will operate from 17 March 2014. The nominal expiry date of the Agreement is 30 March 2016.



DEPUTY PRESIDENT

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EAST SYDNEY PRIVATE HOSPITAL NURSES'
NSWNMA/ANMF ENTERPRISE AGREEMENT 2013-2016



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1. Arrangement

- 1.1 This enterprise agreement will be known as and referred to as the East Sydney Private Hospital Nurses’ NSWNMA/ANF Enterprise Agreement 2013-2016 (“the Agreement”).
- 1.2 This agreement will be binding on –
- (a) East Sydney Day Hospital, Crown St, Woolloomooloo – trading as East Sydney Private Hospital (referred to as “the employer” or “the Hospital”), A.B.N 54 117 042 556;
 - (b) New South Wales Nurses and Midwives’ Association and Australian Nursing and Midwifery Federation (ANMF) of 50 O’Dea Avenue, Waterloo, Sydney, New South Wales, 2017 (“the Association”), A.B.N 63 398 164 405; and
 - (c) All nursing staff employed by the employer at East Sydney Day Hospital and within the classifications of work contained in the Agreement.
- 1.3 This Agreement will take effect 7 days from the date approved by Fair Work Australia and will remain in force until 30 March 2016.
- 1.4 Negotiations on terms and conditions of employment contained within this Agreement will commence 6 months before the nominal expiry date.
- 1.5 Should there be any inconsistency between any term of this Agreement and the Award then the terms of this Agreement will prevail.
- 1.6 This agreement shall not apply to:
- (a) agency nursing staff not employed by the employer (i.e. agency staff employed by other employers).

2. Definitions

Unless the context otherwise indicates or requires the several expressions hereunder defined shall have the respective meanings assigned to them:

"**Industry of Nursing**" means the industry of persons engaged in New South Wales in the profession of nursing in private hospitals.

"**Hospital**" means a private hospital as defined by the *Private Health Facilities Act 2007 (NSW)*.

"**Board**" means the Nursing and Midwifery Board of Australia and shall also be taken to mean a reference to Australian Health Practitioner Regulation Agency as appropriate.

"**Assistant in Nursing**" means a person, other than a registered nurse, student nurse, or enrolled nurse, who is employed in nursing duties in a hospital.

"**Nurse Undergoing Pre-Registration Training**" means an Assistant in Nursing in at least their second year of undergraduate nursing study or their final trimester/semester of the enrolled nurse course.

Enrolled Nurses

"**Enrolled Nurse**" means a person registered by the Board as an enrolled nurse.

"**Enrolled Nurse – "Without Medication Endorsement"**" means a person registered by the Board as an enrolled nurse with the notation "does not hold a Board approved qualification in medicines administration".

"**Enrolled Nurse – Special Grade**" means appointed to a position established by the Hospital.

"**Clinical Nurse Specialist**" means a registered nurse with relevant post-basic qualifications and 12 months' experience working in the clinical area of their specified post-basic qualification, or a minimum of 4 years' post-basic registration experience, including 3 years' experience in the relevant specialist field and is appointed.

"**National Employment Standard**" (NES) means the National Employment Standards as contained in sections 59 to 131 of the *Fair Work Act 2009 (Cth)*

"**Nursing Unit Manager**" means a registered nurse in charge of a ward or unit or group of wards or units in a hospital shall include:

"**Nursing Unit Manager Level 1**" whose responsibilities include:

(a) Co-ordination of Patient Services

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

- Monitoring catering and transport services.

(b) Unit Management

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

(c) Nursing Staff Management

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

"**Nursing Unit Manager Level 2**" whose responsibilities in relation to patient services, ward or unit management and staff management are in excess of those of a Nursing Unit Manager Level 1.

"**Nursing Unit Manager Level 3**" whose responsibilities in relation to patient services ward or unit management and staff are in excess of those of a Nursing Unit Manager Level 2.

"**Clinical Nurse Educator**" means a registered nurse with relevant post registration certificate qualifications or experience deemed appropriate by the employer, who is required to implement and evaluate educational programmes at the ward/unit level. The Clinical Nurse Educator shall cater for the delivery of clinical nurse education in the ward/unit level only.

A nurse will achieve Clinical Nurse Educator status on a personal basis by being required by the Hospital to provide the educational programmes detailed above.

Nothing in this clause shall affect the role carried out by the Clinical Nurse Specialist as a specialist resource and the Clinical Nurse Consultant in the primary role of clinical consulting, researching etc.

"Nurse Educator" means a registered nurse with a post registration certificate, who has relevant experience or other qualifications, deemed appropriate by the employer who is appointed to a position of Nurse Educator.

A Nurse Educator shall be responsible for the development, implementation and delivery of nursing education programmes within a hospital or group of hospitals. Nurse education programmes shall mean courses conducted such as post registration certificates, continuing nurse education, new graduate orientation, post registration enrolled nurses courses and where applicable general staff development courses.

A person appointed to a position of Nurse Educator who holds relevant tertiary qualification in education or tertiary postgraduate specialist clinical nursing qualifications shall commence on the 3rd year rate of the salary scale.

A person appointed as the sole nurse educator for a hospital or group of hospital shall be paid at the 3rd year rate of the salary scale.

Incremental progression for Nurse Educators' shall be on completion of 12 months' satisfactory service subject that progression shall not be beyond the 3rd year rate unless the person possesses the qualifications detailed in the 2 previous paragraphs. Persons appointed to the 3rd year rate by virtue of paragraphs 3 and 4 above shall progress to the 4th year rate after completion of 12 months' satisfactory full time service.

"Clinical Nurse Consultant" means a registered nurse appointed as such to a position approved by the Hospital, who has at least 5 years full time equivalent post registration experience and in addition has approved post registration nursing qualifications relevant to the field in which they are appointed, or such other qualifications or experience deemed appropriate by the employer.

"Day Worker" means a worker who works their ordinary hours from Monday to Friday inclusive and who commences work on such days at or after 6.00 am and before 12.00 pm otherwise than as part of the shift system.

"Deputy Director of Nursing" means a person appointed to that position or deemed to hold that position pursuant to Clause 27, Deputy Director of Nursing, of this Agreement. This position may be known by whatever title the Deputy Senior Nursing Administrator is known by in individual hospitals eg Deputy General Manager.

"Director of Nursing" includes a registered nurse who is registered by their employer with the Health Administration Corporation of New South Wales as the person in charge of the hospital. There shall be only one person in each hospital entitled to be classified as Director of Nursing or whatever title the Senior Nursing Administrator is known by in individual hospitals eg General Manager.

"Experience" in relation to an enrolled nurse, or assistant in nursing means experience before and/or after the commencement of this Agreement whether within New South Wales or elsewhere and in the case of an enrolled nurse or assistance in nursing who was formerly a student nurse includes experience as such student nurse.

For the purpose of determining the year of experience for part time or casual employment a year of experience shall be 1976 hours of employment.

"Service" for the purpose of clause 8, Salaries, means service before or after the commencement of this Agreement in New South Wales or elsewhere as a registered nurse, provided that all service recognised prior to the commencement of this Agreement shall continue to be recognised.

To the foregoing shall be added any actual periods on and from January 1971 during which a registered nurse undertook a post-basic course whilst an employee of and rendering service in an institution or hospital and such course is recognised by the Board or acceptable to the Health Administration Corporation of New South Wales, or is one of the following certificate or diploma courses:

Associate Diploma in Community Health - College of Nursing, Australia; NSW College of Nursing.

Associate Diploma in Nursing Administration - College of Nursing, Australia; NSW College of Nursing.

Associate Diploma in Nursing Education - College of Nursing, Australia; NSW College of Nursing; Newcastle College of Advanced Education.

Certificate in Operating Theatre Management - NSW College of Nursing, Australia.

Certificate in Operating Theatre Technique - College of Nursing, Australia.

Certificate in Coronary Care - NSW College of Nursing.

Certificate in Orthopaedic Nursing - NSW College of Nursing.

Certificate in Ward Management - NSW College of Nursing.

Midwife Tutor Diploma - College of Nursing, Australia, or Central Midwives Board, London.

Occupational Health Nursing Certificate - NSW College of Nursing.

Provided that no more than three such courses shall count as service.

A reference to the New South Wales College of Nursing in this Agreement shall be deemed to be a reference also to the School of Nursing Studies, Cumberland College of Health Sciences.

For the purpose of determining the year of service for part time or casual employment a “**year of service**” shall be 1976 hours of employment.

"Shift Worker" means a worker who is not a day worker as defined.

"Association" means the New South Wales Nurses and Midwives' Association and the Australian Nursing and Midwifery Federation, NSW Branch.

3. Agreement Flexibility

3.1 Notwithstanding any other provision of this Agreement, the Hospital and an individual employee may agree to vary the application of certain terms of this Agreement to meet the genuine individual needs of the Hospital and the individual employee. The term the Hospital and the individual employee may agree to vary the application of are those concerning:

(a) arrangements for when work is performed in relation to the timing of breaks and time off in lieu of overtime.

3.2 The Hospital and the individual employee must have genuinely made the agreement without coercion or duress.

3.3 The agreement between the Hospital and the individual employee must:

(a) be confined to a variation in the application of the term listed in clause 3.1; and

(b) result in the employee being better off overall than the employee would have been if no individual flexibility agreement had been agreed to.

3.4 The agreement between the Hospital and the individual employee must also:

(a) be in writing, name the parties to the agreement and be signed by the Hospital and the individual employee and, if the employee is under 18 years of age, the employee's parent or guardian;

(b) state each term of this agreement that the Hospital and the individual employee have agreed to vary;

(c) detail how the application of each term has been varied by agreement between the Hospital and the individual employee;

(d) detail how the agreement results in the individual employee being better off overall in relation to the individual employee's terms and conditions of employment; and

(e) state the date the agreement commences to operate.

- 3.5 The Hospital must give the individual employee a copy of the agreement and keep the agreement as a time and wages record.
- 3.6 Except as provided in clause 3.4 the agreement must not require the approval or consent of a person other than the Hospital and the individual employee.
- 3.7 The Hospital seeking to enter into an agreement must provide a written proposal to the employee. Where the employee's understanding of written English is limited the Hospital must take measures, including translation into an appropriate language, to ensure the employee understands the proposal.
- 3.8 The agreement may be terminated:
- (a) by the Hospital or the individual employee giving 14 days' notice of termination, in writing, to the other party and the agreement ceasing to operate at the end of the notice period; or
 - (b) at any time, by written agreement between the Hospital and the individual employee.
- 3.9 The right to make an agreement pursuant to this clause is in addition to, and is not intended to otherwise affect, any provision for an agreement between the Hospital and an individual employee contained in any other term of this agreement.

4. Hours of Work and Free Time Of Employees

- 4.1 The ordinary hours of work for day workers, exclusive of meal times, shall be 152 hours per 28 calendar days to be worked Monday to Friday inclusive and to commence on such days at or after 6.00 am and before 12 pm.
- 4.2 The ordinary hours of work for shift workers, exclusive of meal times, shall not exceed an average of 38 hours per week in each roster cycle.
- 4.3 (a) The hours of work prescribed in clauses 4.1 and 4.2 of this clause shall, where possible, be arranged in such a manner, that in each roster cycle of 28 calendar days each employee shall not work their ordinary hours or work on more than 19 days in the cycle.
- (b) Notwithstanding the provision of paragraph (a) of this subclause, employees may, with the agreement of the employer work shifts of less than 8 hours each over 20 days in each cycle of 28 days.
- (c) Provided that on the occasion of an employee's written request, and with the consent of the employer, a 9.5 day fortnight may be worked instead of the 19-day month.
- 4.4 Except where authorised by clause 4.18 of this clause, each shift shall consist of no more than 10 hours on a day shift or 11 hours on a night shift with not less than 8 hours break between each shift. An employee shall not work more than 7 consecutive shifts unless the employee so

requests and the Director of Nursing agrees. An employee shall not work more than 2 quick shifts in any period of 7 days.

A quick shift is an evening shift which is followed by a morning shift.

- 4.5 The employer is to decide when employees take their additional days off duty prescribed by clause 4.3 of this clause (as a consequence of the implementation of the 38 hour week). Where necessary the employer must consult with the affected employees to ascertain the employees' preferences and must take any such preferences into account when arriving at a decision. Where practicable additional days off duty shall be consecutive with the rostered days off duty prescribed in clause 4.14 of this clause.
- 4.6 Once set, the additional days off may not be changed except in accordance with the provisions of Clause 7, Rosters.
- 4.7 Where the employer's decision (in accordance with clause 4.5 of this clause) is that an employee's additional days off be accumulated, no more than 6 days may be accumulated in any single year of employment. By mutual agreement this may be extended to no more than 12 days at any single time.
- 4.8 Except for breaks for meals the hours of duty each day shall be continuous.
- 4.9 (a) Each employee shall be allowed a break of not less than 30 minutes and not more than 60 minutes for each meal occurring on duty.
- (b) Where practicable, employees shall not be required to work more than 5 hours without a meal break. Provided that where practicable an employee engaged to work for 5 hours or less in any one shift may elect not to take a meal break as otherwise provided for by this subclause without penalty to the employer. The term 'where practicable' encompasses regard being paid to the service requirements of the employer.
- 4.10 Two separate 10 minute intervals (in addition to meal breaks) shall be allowed each employee on duty during each ordinary shift of 8 or 10 hours as the case may be. Subject to agreement between the employer and the employee, such intervals may alternatively be taken as one twenty minute interval, or by one ten minute interval with the employee allowed to proceed off duty ten minutes before the completion of the normal shift finishing time. Such interval(s) shall count as working time.
- 4.11 (a) Clauses 4.9 and 4.10 shall not apply to an employee who, before going on night duty, is provided with a meal between 9.00 pm and 11.00 pm and who is allowed 2 intervals of 20 minutes each during the period of night duty but such intervals shall count as working time and shall be paid for as such.

- (b) Where an employee is required to change into a uniform or a specified type of garment at the employer's premises they shall be allowed 10 minutes for such a purpose and such time shall be counted as working time and paid for as such.
- 4.12 (a) Except as provided for in paragraph (b) an employee shall not be employed on night duty for a longer period than 8 consecutive weeks. After having served a period of night duty an employee shall not be required to serve a further period on night duty until they have been off night duty for a period equivalent to the previous period on night duty.
- (b) The provisions of paragraph (a) shall not apply to a Nursing Unit Manager or a general nurse in charge, as the case may be, who is employed permanently in charge at night nor to an employee who requests to be employed on night duty and the Director of Nursing consents.
- 4.13 An employee changing from night duty to day duty or from day duty to night duty shall be free from duty during the 20 hours immediately preceding the commencement of the changed day.
- 4.14 (a) Each employee shall be free from duty for not less than 2 full days in each week or 4 full days in each fortnight or 8 full days in each 28 day cycle and no duties shall be performed by the employee on any of such free days except for overtime. Where practicable, days off shall be consecutive and shall not be preceded by an evening shift or a night shift unless an additional 8 hours are granted as sleeping time. An evening shift shall be one which commences at or after 1.00 pm and before 4.00 pm.
- (b) An employee, at their request, may be given free from duty time in one or more periods but no period shall be less than one full day.
 - (c) For the purpose of this subclause "full day" means from midnight to midnight or midday to midday.
- 4.15 (a) Employees may be required to remain on call. Any such time on call shall not be counted as time worked (except insofar as an employee may take up actual duty in response to a call), but shall be paid for in accordance with Clause 10 Special Allowances, of this Agreement: Provided, however, no employee shall be required to remain on call whilst on leave or on the day before entering upon leave.
- (b) No employee shall be required to remain on call whilst on a rostered day off nor on completion of the shift on the day preceding a rostered day off. This provision shall not apply where in special circumstances it is necessary for an employer to place staff on call on rostered days off or on completion of the shift on the day preceding a rostered day off in order to ensure the provision of services.
- 4.16 An employer shall not alter the period over which the ordinary hours of work of employees are balanced except upon giving one month's notice of their intention to do so to the Association.

4.17 The provisions of paragraphs (a) and (b) of clause 4.12 and 4.13 of paragraph (a) of clause 4.14, shall not apply if the employee is required to perform duty to enable the nursing service of the employer to be carried on or where another employee is absent from duty on account of illness or in an emergency.

4.18 12 hour shifts:

- (a) An employee may request to work 12 hour shifts. Where an employee makes such a request the provisions of Clause 16 Overtime will not apply in respect to the period after 10 hours.
- (b) An employee who does not wish to work under a 12 hour system will not be compelled to do so and will work a mutually agreed alternative shift system.
- (c) the span of hours must not exceed 12.5 hours;
- (d) there must be a maximum of 3 consecutive night shifts which include one or more 12 hour shifts;
- (e) there must be a minimum break of 11.5 hours rostered between each 12 hour shift;
- (f) employees must be allowed either two 30 minutes or one 60 minutes meal break. In addition to the meal breaks employees must be allowed either two 10 minute or one 20 minute paid tea break.

5. Hours of Work And Free Time Of Directors Of Nursing

- 5.1
- (a) A Director of Nursing shall be free from duty for not less than 9 days in each 28 consecutive days and such days free from duty may be taken in one or more periods.
 - (b) If any of the days mentioned in clause 5.1 cannot be taken by reason of emergency, such day or days shall be given and taken within 28 days of becoming due.
 - (c) A Director of Nursing shall, where practicable, inform the employer giving not less than 7 days' notice of the days they propose to be free from duty provided that such days shall be subject to the approval of the employer, and such approval shall not be unreasonably withheld.

6. Banking of Hours

- 6.1 A full time or part time employee may, by agreement made daily, weekly or fortnightly with their Nursing Unit Manager or the Director of Nursing:
- (a) work less than their daily, weekly or fortnightly rostered or contracted hours and work those hours at a later date; or

(b) work more than their daily, weekly or fortnightly rostered or contracted hours and take time off in lieu of payment, or may set off the additional hours worked against any owing under 6.1 above.

6.2 An employee who works less than their rostered or contracted hours shall be paid as if those hours had been worked during the relevant period, including payment for any weekend or shift penalties that would otherwise have been due for the time not worked.

6.3 An employee who works more than their rostered or contracted hours shall not receive payment for any weekend or shift penalties that would otherwise have been due for that extra time worked.

6.4 Time debited or credited under these arrangements shall all be at ordinary time, i.e. an hour for an hour.

6.5 An employee may not have more than 76 hours in debit or credit at any point in time

6.6 Employees who have hours in debit must be given first option to work additional hours prior to the use of casual employees.

6.7 Each hospital must keep detailed records of all hours credited and debited to employees under these arrangements. Employees must have full access to these records.

6.8 On termination of employment the employer must pay the employee for all hours in credit.

6.9 Either party shall have the right to terminate an agreement under this clause with 2 weeks notice.

7. Rosters

7.1 The ordinary hours of work for each employee, other than the Director of Nursing and casual employees, shall be displayed on a roster in a place conveniently accessible to employees.

7.2 The roster shall be displayed where practicable at least 2 weeks prior, but in any event not less than one week prior, to the commencing date of the first working period in the roster. Provided that in the case of a permanent part-time employee whose hours are balanced over 4 weeks, the roster shall be displayed where practicable, at least 4 weeks prior to the commencing date of the first working period in the roster but in any event not less than one week prior, to the commencing date of the first working period in the roster.

7.3 Notwithstanding the foregoing provisions of this clause, a roster may be altered at any time to enable the nursing service of the hospital to be carried on where another employee is absent from duty on account of illness or in an emergency provided that where any such alteration involves an employee working on a day which would otherwise have been such employee's day off, the day off in lieu thereof shall be as mutually arranged.

- 7.4 Prior to the date of the changed shift, such change of roster shall be notified verbally or in writing to the employee concerned.
- 7.5 An employee may change their roster at short notice, with the agreement of their Nursing Unit Manager or Director of Nursing for any reasonable ground.
- 7.6 An employer may change an employee's roster at short notice, with the agreement of the employee, for any reasonable ground including unexpected situations and unforeseen fluctuations in patient dependency.
- 7.7 Where an employee is entitled to an additional day off duty in accordance with Clause 4, Hours of Work and Free Time of Employees, of this Agreement, such day is to be shown on the roster of hours for that employee.
- 7.8 All rosters shall be retained for at least 6 years.

8. Salaries

- 8.1 The minimum salaries per week shall be as set out in Table 1- Salaries, of Part B, Monetary Rates.
- 8.2 In relation to the salaries of Deputy Director of Nursing and Director of Nursing, "beds" means adjusted daily average of occupied beds; in relation to the salary of Subsidiary Hospital Director of Nursing, "beds" means adjusted daily average of occupied beds in the subsidiary hospital.
- 8.3 The salaries set out in Table 1 – Salaries, of Part B, Monetary Rates reflect the current rates of pay and the following salary increase:
 - (a) 3% from the first full pay period commencing on or after 1 July 2015.

9. Recognition of Service and Experience

- 9.1 The employer shall notify each nurse in writing of the requirements of this clause at the time of the nurse's commencement of employment. If the employer does not so notify the nurse then the requirements of this clause shall not commence until the employer does so notify the nurse.
- 9.2 From the time of commencement of employment the nurse has 3 months in which to provide documentary evidence to their employer detailing any other 'service' or 'experience', as defined in Clause 2, Definitions, not disclosed at the time of commencement. This evidence, in the absence of other documentary evidence may take the form of a statutory declaration.
- 9.3 Until such time as the nurse furnishes any such documentation contemplated in clause 9.2 above the employer shall pay the nurse at the level for which documentary evidence has been provided.

- 9.4 If within 3 months of commencing employment a nurse does provide documentary evidence of other previous service or experience not disclosed at the time of commencement, the employer shall pay the nurse at the appropriate rate as and from the date of commencement that would have been paid from that date had the additional evidence been provided at that time.
- 9.5 If a nurse provides documentary evidence of other previous service or experience not disclosed at the time of commencement after the said 3 months period, the nurse shall be paid a rate appropriate for the previous service or experience then proved but only from the date of providing that evidence to the employer.
- 9.6 A nurse who is working as a nurse for more than one organisation shall notify the employer within one month of the end of each quarter of their hours of service or experience, as appropriate, worked with those other employers in the last quarter.
- 9.7 A nurse who is entitled to progress to the next year of service or experience (by reason of hours worked with other employers) as and from a particular date must provide documentary evidence of that entitlement within 3 months of that entitlement arising. If that proof is so provided the nurse shall be paid at the higher rate as and from the particular date. If the documentary evidence is provided outside that 3 month period the nurse shall be paid at the higher rate only from the date of proof.

10. Special Allowances

- 10.1 The allowances contained in this clause will not apply to registered nurses holding classified positions of a higher grade than of a registered nurse.

In Charge Allowance

- 10.2 A registered nurse in charge during the day, evening or night of a hospital will be paid, in addition to their appropriate salary, whilst so in charge, the sum set out in Item 1 of Table 2 – Other Rates and Allowances, of Part B Monetary Rates, per shift.

On Call Allowance

- 10.3 (a) An employee required by the employer to be on call otherwise than as provided for in paragraph (b) will be paid the sum set out in Item 2 of Table 2 – Other Rates and Allowances, of Part B Monetary Rates, for each period of 24 hours or part thereof provided that only one allowance shall be payable in any period of 24 hours.
- (b) An employee required to be on call on rostered days off in accordance with clause 4 of the Agreement, will be paid a minimum of the sum set out in Item 3 of Table 2 – Other Rates and Allowances, of Part B Monetary Rates provided that, if the employee is required to remain on call for in excess of 14 hours, the employee shall be paid an

additional sum as set out in Item 4a of Table 2 – Other Rates and Allowances, of Part B Monetary Rates for each additional hour (or part thereof) worked.

Once an employee has been on call for more than 24 hours, any further period of on call on rostered days off shall be treated as a new on call event (i.e. the minimum payment set out in Item 4 of Table 2 – Other Rates and Allowances, of Part B Monetary Rates is payable).

- (c) An employee who is directed to remain on call during a meal break will be paid the sum set out in Item 5 of Table 2– Other Rates and Allowances, of Part B Monetary Rates, provided that no allowance will be paid if, during a period of on call, the employee is entitled to receive the allowance prescribed in (a) above. If an employee is recalled to duty during such meal break, they will be paid at overtime rates for the total period of the meal break.
- (d) The allowance prescribed by paragraph (a) of this subclause will apply to an employee who relieves the Director of Nursing for a period of one week or more.
- (e) The allowance prescribed by this subclause will be regarded as part of the salary for the purpose of this Agreement.

Lead apron allowance

10.4 An employee required to wear a lead apron will be paid an allowance of the sum set out in Item 9 of Table 2 – Other Rates and Allowances, of Part B Monetary Rates, for each hour or part thereof that they are required to wear the said apron.

11. Penalty Rates for Shift Work and Weekend Work

11.1 Employees working afternoon or night shift shall be paid the following percentages in addition to the ordinary rate for such shift. Provided that employees who work less than 38 hours per week shall only be entitled to the additional rates where their shifts commence prior to 6.00 am or finish subsequent to 6.00 pm.

Afternoon shift commencing at 12.00 pm and before 4.00 pm: 12.5%

Night shift commencing at 4.00 pm and before 4.00 am: 15%

Night shift commencing at 4.00 am and before 6.00 am: 10%

11.2 "**Ordinary rate**" and "**ordinary time**" shall not include any percentage addition by reason of the fact that an employee works less than 38 hours per week but shall include amounts payable under Clause 8, Salaries and Clause 10, Special Allowances.

11.3 For the purposes of this clause day, afternoon and night shifts shall be defined as follows:

"Day Shift" means a shift which commences at or after 6.00 am and before 12.00 pm.

"Afternoon Shift" means a shift which commences at or after 12.00 pm and before 4.00 pm.

"Night Shift" means a shift which commences at or after 4.00 pm and before 6.00 am on the day following.

11.4 Employees whose ordinary working hours include work on a Saturday and/or Sunday shall be paid for ordinary hours worked between midnight on Friday and midnight on Saturday at the rate of time and one half and for ordinary hours worked between midnight on Saturday and midnight on Sunday at the rate of time and three quarters. These extra rates shall be in substitution for and not cumulative upon the shift premiums prescribed in the clause 11.1 of this clause.

The foregoing paragraph shall apply to part-time employees who work less than 38 hours per week, but such employees shall not be entitled to be paid in addition any allowance prescribed by Clause 18, Part-time, Casual and Temporary Employees, of this Agreement in respect of their employment between midnight on Friday and midnight on Sunday.

This sub-clause shall not apply to casual employees. Casual Employees shall be paid in accordance with Part II Casual Employees of Clause 18 Part-Time, Casual Employees.

11.5 The additional payments prescribed by this clause shall not form part of the employee's ordinary pay for the purposes of this Agreement, except as provided in Clause 19, Annual Leave and Public Holidays, of this Agreement.

12. Fares, Expenses and Parking

12.1 An employee required to travel in the performance of duty shall be paid all reasonable out of pocket expenses (including fares).

12.2 Employees on night shift will be provided, free of charge, appropriate car parking facilities.

13. Telephone Allowance

13.1 If an employee is required, for the purposes of their employment, to be on call, the Hospital will reimburse the employee the cost of calls upon receipt of an itemised account from the employee.

14. Uniform and Laundry Allowances

14.1 The employer will provide employees with their uniforms such as scrubs, jacket and headwear. These shall be of a recognised acceptable standard for the performance of nursing duties

- 14.2 An employee, on leaving the service of an employer, shall return any uniform or part thereof supplied by that employer which is still in use immediately prior to leaving.
- 14.3 The employer will launder the uniforms at the expense of the hospital.
- 14.4 (a) In lieu of supplying uniforms and shoes to an employee, an employer shall pay the said employee the sum set out in Item 7 of Table 2 – Other Rates and Allowances, of Part B, Monetary Rates, for uniforms and the sum set out in Item 8 of Table 2 – Other Rates and Allowances, of Part B Monetary Rates, for shoes per week.
- (b) In lieu of supplying stockings to a female employee an employer shall pay the said employee the sum set out in Item 9 of Table 2 – Other Rates and Allowances, of Part B Monetary Rates, per week.
- (c) In lieu of supplying a cardigan or jacket to an employee an employer shall pay the said employee the sum set out in Item 10 of Table – Other Rates and Allowances, of Part B Monetary Rates, 3 per week.
- (d) In lieu of supplying socks to an employee the employer shall pay the said employee the sum set out in Item 11 of Table 2 – Other Rates and Allowances, of Part B Monetary Rates, per week.
- (e) The allowances referred to are also payable during any period of paid leave.

15. Higher Grade Duty

- 15.1 An employee who is called upon to relieve an employee in a higher classification or is called upon to act in a vacant position of a higher classification shall be entitled to receive for the period of relief or the period during which they act the minimum payment for such higher classification, for 3 consecutive days or more.

16. Overtime

- 16.1 Subject to clause 16.2 an employer may require an employee to work reasonable overtime.
- 16.2 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.
- 16.3 For the purposes of clause 16.2 what is unreasonable or otherwise will be determined having regard to:
- (a) the risk to the employee's health and safety;
 - (b) the employee's personal circumstances including any family and carer responsibilities;
 - (c) the needs of the facility;

- (d) the notice (if any) given by the employer of the overtime and by the employee of their intention to refuse it; and
- (e) any other relevant matter.

- 16.4 (a) Subject to paragraph (b) hereof all time worked by employees other than Directors of Nursing in excess of the rostered daily ordinary hours of work (10 hours except where an employee has requested 12 hour shifts) shall be overtime and shall be paid for at the rate of time and one half for the first 2 hours and double time thereafter in respect of each overtime shift worked or in respect of overtime worked prior to or at the conclusion of a normal shift. Provided that overtime worked on Sundays shall be paid for at the rate of double time and on public holidays at the rate of double time and one half.
- (b) All time worked by permanent part time employees, in excess of the rostered daily ordinary hours of work prescribed for the majority of full-time employees employed on that shift in the ward or section concerned shall be paid for at the rate of time and one half for the first 2 hours and double time thereafter except that on Sundays such overtime shall be paid for at the rate of double time and on public holidays at the rate of double time and one half.

Time worked up to the rostered daily ordinary hours of work prescribed for a majority of the full-time employees employed on that shift in the ward or section concerned shall not be regarded as overtime but an extension of the contract hours for that day and shall be paid at the ordinary rate of pay.

- 16.5 An employee recalled to work overtime after leaving the employer's premises shall be paid for a minimum of 4 hours work at the appropriate rate for each time so recalled. If the work required is completed in less than 4 hours, the employee shall be released from duty provided that this subclause does not apply to a Director of Nursing.
- 16.6 An employee required to work overtime following on the completion of their normal shift for more than 2 hours shall be allowed 20 minutes for the partaking of a meal and a further 20 minutes after each subsequent 4 hours overtime. All such time shall be counted as time worked provided that benefits of this subclause shall not apply to permanent part time employees, until the expiration of the normal shift for a majority of the full-time employees employed on that shift in the ward or section concerned.
- 16.7 An employee recalled to work overtime after leaving the employer's premises and who is required to work for more than 4 hours shall be allowed 20 minutes for the partaking of a meal and a further 20 minutes after each subsequent 4 hour's overtime. All such time shall be counted as time worked.
- 16.8 The meals referred to in clauses 16.6 and 16.7 shall be allowed to the employee free of charge. Where the hospital is unable to provide such meals, an allowance per meal of the sum set out

in Item 12 Table 2 – Other Rates and Allowances, of Part B, Monetary Rates, shall be paid to the employee concerned.

16.9 Where an employee is required to work an overtime shift on their rostered day off, the appropriate meal breaks for that shift, as prescribed by Clause 4, Hours of Work and Free Time of Employees, shall apply.

16.10 If an employee is recalled to duty during a meal break, they shall be paid at overtime rates for the total period of the meal break.

16.11 An employee who works so much overtime:

- (a) between the termination of their ordinary work on any day or shift and the commencement of their ordinary work on the next day or shift that they have not had at least 8 consecutive hours off duty between these times; or
- (b) on a Saturday, a Sunday and a holiday, not being ordinary working days, or on a rostered day off without having had 8 consecutive hours off duty in the 24 hours preceding their next day or shift; shall subject to this subclause, be released after completion of such overtime until they have had 8 consecutive hours off duty without loss of pay for ordinary working time occurring during such absence. If on the instruction of the employer such an employee resumes or continues to work without having such 8 consecutive hours off duty they shall be paid at double time of the appropriate rate applicable on such day until they are released from duty for such period and they then shall be entitled to be absent until they have had 8 consecutive hours off duty without loss of pay for ordinary working time occurring during such absence.

16.12 In lieu of receiving payment for overtime in accordance with this clause, employees may be compensated by way of time off in lieu of overtime on the following basis:

- (a) Time off in lieu accrues at time and one half;
- (b) Time off in lieu of overtime must be taken within 4 months of it being accrued;
- (c) An employee may not have more than 38 hours time off in lieu accrued at any point in time;
- (d) Where it is not possible for a nurse to take the time off in lieu of overtime within the 4 month period, it is to be paid out at the appropriate overtime rate based on the rates of pay applying at the time payment is made;
- (e) Nurses cannot be compelled to take time off in lieu of overtime; and
- (f) Records of all time off in lieu of overtime owing to nurses and taken by nurses must be maintained by the employer.

17. Payment and Particulars of Salaries

- 17.1 All salaries and other payments shall be paid fortnightly, provided that payment for any overtime worked may be deferred to the pay day next following the completion of the working cycle within which such overtime is worked, but for no longer, provided further that the payment of shift and weekend penalties relating to work performed in the second week of a fortnightly roster period may be deferred to the pay day next following the completion of the working cycle within which such shifts were worked, but for no longer.
- 17.2 Employees shall have their salary paid into one account with a bank or other financial institution as nominated by the employee. Salaries shall be deposited by hospitals in sufficient time to ensure that wages are available for withdrawal by employees by no later than pay day.
- 17.3 Notwithstanding the provisions of clause 17.2, an employee who has given or has been given the required notice of termination of employment, in accordance with Clause 31, Termination of Employment, of this Agreement, shall be paid all moneys due to them prior to ceasing duty on the last day of employment.

Where an employee is summarily dismissed or their services are terminated without due notice, any monies due to them shall be paid as soon as possible after such dismissal or termination but in any case not more than 3 days thereafter.

- 17.4 On each payday an employee, in respect of the payment then due, shall be furnished with a written statement containing the following particulars: name, the amount of ordinary salary, the total number of hours or overtime worked, if any, the amount of any overtime payment, the amount of any other monies paid and the purpose for which they are paid, and the amount of the deductions made from the total earnings and the nature thereof.

18. Part-Time and Casual and Employees

PART I - Permanent Part-time Employees

- 18.1 (a) A permanent part-time employee is one who is permanently appointed by a facility to work a specified number of hours which are less than those prescribed for a full-time employee.
- (b) By agreement between employer and employee, the specified number of hours may be balanced over a week, a fortnight or 4 weeks. Provided that the average weekly hours shall be deemed to be the specified number of hours for the purposes of accrual of annual leave.
- (c) An employee whose hours are averaged over 4 weeks shall be paid each week or fortnight according to the employee's average weekly or fortnightly hours as is appropriate.

(d) Provided further that there shall be no interruption to the continuity of employment merely by reason of an employee, whose hours are balanced over a fortnight or over 4 weeks, not working in any one week in accordance with paragraph (b).

18.2 Permanent part time employees shall be paid an hourly rate calculated on the basis of one thirty-eighth of the appropriate rate prescribed by Clause 8, Salaries, of this Agreement and, where applicable, one thirty-eighth of the appropriate allowance or allowances prescribed by Clause 10, Special Allowances, of this Agreement, with a minimum payment of 4 hours for each start, and one thirty-eighth of the appropriate allowances prescribed by Clause 14, Uniform and Laundry Allowances of this Agreement, but shall not be entitled to an additional day off or part thereof, as prescribed by clauses 4.3 and 4.5 of Clause 4, Hours of Work and Free Time of Employees.

18.3 4 weeks' Annual Leave on ordinary pay is to be granted. The provisions of clauses 19.5 to 19.10 of Clause 19, Annual Leave and Public Holidays, and Clause 20, Annual Leave Loading, of this Agreement shall apply to employees engaged under Part I of this clause. The remaining provisions of Clause 19, Annual Leave and Public Holidays, shall not apply.

Where an employee has any period of permanent part-time employment, payment for such annual leave shall be calculated on the basis of the proportion that the average number of hours worked each week bears to 38 hours.

18.4 A public holiday occurring on an ordinary working day shall be allowed to employees without loss of pay provided that an employee who is required to and does work on a public holiday shall have one day or one half day, as appropriate, added to their period of annual leave and be paid at the rate of one half time extra to the time actually worked. Such payment is in lieu of any additional rate for shift work or weekend work which would otherwise be payable had the day not been a public holiday. In lieu of adding to annual leave under this paragraph an employee may elect to be paid for the time actually worked at the rate of time and one half in addition to their ordinary weekly rate.

Such election shall be made on the commencement of employment and then on the anniversary date each year. The employee may not alter such election during the year except with the agreement of the employer. Where payment is made in lieu of leave in respect of time worked on a public holiday, payment shall be made for a minimum of 4 hours work, and any balance of the day or shift not worked shall be paid at ordinary rates.

18.5 To the leave prescribed by clause 18.4 of Part I – Permanent Part-time Employees, of this clause there shall be added one working day for each public holiday or one half working day for each half public holiday which occurs on what would have been an ordinary working day during a period of annual leave.

18.6 Public holidays observed under this Agreement are:

- (a) New Year's Day, Australia Day, Good Friday, Easter Saturday, Easter Monday, Anzac Day, Queen's Birthday, Local Labour Day, Christmas Day, Boxing Day and any other day or half day declared under the *Public Holidays Act 2010 (NSW)* (or its successor) as a public holiday or a local event day within the area in which the Hospital is situated, and
- (b) An extra public holiday each year on the August Bank holiday or on a date agreed by the respective employees and if requested by an employee any nominated representative which may be a union representative. This additional day may be taken by agreement between Christmas and the 5th day of the new calendar year, provided that such day is placed between Monday and Friday (inclusive) which is not gazetted as a public holiday.

This extra (August Bank holiday) public holiday does not apply in areas where in each year:

- a local event day is declared and observed under the *Public Holidays Act 2010 (NSW)*(or its successor), or
 - 2 half local event days are declared and observed,
- (c) In areas where in each year only one local event is declared and observed the whole day is to be regarded and observed as a public holiday, and no extra (August Bank holiday) public holiday in accordance with (b) above will be observed.

18.7 Employees engaged under Part I – Permanent Part-time Employees, of this clause shall be entitled to all other benefits of this Agreement not otherwise expressly provided for herein in the same proportion as their ordinary hours of work bear to full-time hours.

Annual Review of Part-Time Hours

18.8 Where the employee is regularly working more than their specified contract hours they may request that their contracted hours are reviewed by their Manager. The Manager will formally respond to the request by the employee stated the reasons if the request is not agreed to. The Manager will not unreasonably reject the request. The Manager will also take into account that the hours worked in the following circumstances will not be incorporated to any adjustment made:

- (1) if the increase in hours is as a direct result of an employee being absent on leave, such as for example, annual leave, long service leave, parental leave, workers compensation; and
- (2) if the increase in hours is due to a temporary increase in hours only due, for example, to the specific needs of the hospital; and
- (3) any adjusted contracted hours resulting from a review by the employer should however, be such as to readily reflect roster cycles and shift configuration utilised at the workplace.

PART II - Casual Employees

18.9 A casual employee is one engaged on an hourly basis otherwise than as a permanent part-time or full-time employee.

18.10A casual employee shall be paid an hourly rate calculated on the basis of one thirty-eighth of the appropriate rate, prescribed by Clause 8, Salaries, of this Agreement and where applicable one thirty-eighth of the appropriate allowance or allowances prescribed by Clause 10, Special Allowances, of this Agreement plus 25 per centum thereof, with a minimum payment of 3 hours for each start, and one thirty-eighth of the appropriate allowances prescribed by Clause 14, Uniform and Laundry Allowances, of this Agreement. In addition, a casual employee will be entitled to the provisions in Clause 12 Fares, Expenses and Parking.

18.11 With respect to a casual employee the provisions of Clause 27, Deputy Directors of Nursing, Clause 4, Hours of Work and Free Time of Directors of Nursing; Clause 7, Rosters, Clause 16, Overtime, Clause 19, Annual Leave and Public Holidays inclusive of Clause 12, Fares, Expenses and Parking of this Agreement, shall not apply. Further, casual employees shall not be entitled to an additional day off or part thereof as prescribed by Clause 4, Hours of Work and Free Time of Employees.

18.12 Casual employees are not entitled to annual leave.

18.13A casual employee who is required to and does work on a public holiday as defined in clauses 19.3 and 19.4 of Clause 19, Annual leave and Public Holidays, shall be paid for the time actually worked at the rate of double time and one-half such payment being in lieu of weekend or shift allowances which would otherwise be payable had the day not been a public holiday provided that a casual employee shall not be entitled to be paid in addition the allowance of 25 per centum prescribed in 18.2 of Part II Casual Employees in respect of such work.

18.14 For the entitlement to payment in respect of long service leave, see the Long Service Leave Act 1955 (NSW).

18.15 For weekend and public holiday work, casual employees shall in lieu of all other penalty rates and the 25% casual allowance, receive the following loadings:

- (1) 55% for work between midnight Friday and midnight Saturday;
- (2) 80% for work between midnight Saturday and midnight Sunday;
- (3) 150% for work on a public holiday.

in addition to their ordinary pay.

18.16 Where overtime rates are payable, they shall be paid in lieu of the 25% casual loading.

Casual Conversion

18.17 A casual employee who has been rostered on a regular and systematic basis over a period of 26 weeks has the right to request conversion to permanent employment:

- (i) on a full-time basis where the employee has worked 38 hours per week or an average of 38 hours per week (excluding overtime) throughout the period of casual employment; or
- (ii) on a permanent part-time basis where the employee has worked a regular number of hours each week or fortnight (depending upon the roster) throughout the period of casual employment. Such part-time engagement would be on the basis of the same number of hours as previously worked, unless other arrangements are agreed between the employer and the employee.

18.18 The employer may consent to or refuse the request, but shall not unreasonably withhold agreement to such a request.

18.19 Casual conversion will not apply where a casual has covered absences of permanent employees who are expected to return to work.

19. Annual Leave and Public Holidays

19.1 Annual leave will accrue progressively and is granted on full pay:

- (a) Employees required to work on a 7 day basis will be given 6 weeks annual leave;
- (b) All other employees will be given 4 weeks.

19.2 (a) An employee to whom paragraph (a) of clause 19.1 applies and who is required to and does work on a public holiday shall be paid, in addition to the appropriate ordinary weekly rate of pay, at the rate of one half time extra for the time actually worked on such holiday. Such payment shall be in lieu of any additional rate for shift work or weekend work which would otherwise be payable had the day not been a public holiday.

(b) To leave prescribed by paragraph (a) of clause 19.1 there shall be added one working day or one half working day for each special public holiday or half public holiday (not being one of the 10 specifically named public holidays prescribed by clause 19.3 of this clause, or a special day proclaimed in lieu of any of them) which may occur during the accrual period for annual leave or during the period of annual leave.

(c) A public holiday occurring on an ordinary working day shall be allowed to employees covered by paragraph (b) of clause 19.1 on full pay provided that an employee who is required to and does work on a public holiday shall have one day or one half day, as appropriate, added to their period of annual leave and be paid at the rate of one half time extra for the time actually worked. Such payment is in lieu of any additional rate for shift

work or weekend work which would otherwise be payable had the day not been a public holiday. In lieu of adding to annual leave under this paragraph an employee may elect to be paid for the time actually worked at the rate of time and one half in addition to their ordinary weekly rate. Such election shall be made on the commencement of employment and then on the anniversary date each year.

The employee may not alter such election during the year except with the agreement of the employer. Where payment is made in lieu of leave in respect of the time worked on a public holiday payment shall be made for a minimum of 4 hours work, and any balance of the day or shift not worked shall be paid at ordinary rates.

- (d) Where a public holiday falls on a rostered day off of a shift worker as defined in Clause 2, Definitions, of this Agreement, and who receives 4 weeks annual leave in accordance with paragraph (b) of clause 19.1, such shift worker shall be paid one day's pay in addition to the weekly rate or if the employee so elects shall have one day added to the period of annual leave.
- (e) To the leave prescribed by paragraph (b) of clause 19.1 there shall be added one working day for each public holiday or one half working day for each half public holiday which occurs on what would have been an ordinary working day during a period of annual leave provided that in the case of a shift worker referred to in paragraph (d) of this subclause, the provision of this paragraph shall apply to any public holidays falling during the period of annual leave.

19.3 Public holidays observed under this Agreement are:

- (a) New Year's Day, Australia Day, Good Friday, Easter Saturday, Easter Monday, Anzac Day, Queen's Birthday, Local Labour Day, Christmas Day, Boxing Day and any other day or half day declared under the *Public Holidays Act 2010 (NSW)* (or its successor) as a public holiday or a local event day within the area in which the Hospital is situated, and
- (b) An extra public holiday each year on the August Bank holiday or on a date agreed by the respective employees and if requested by an employee any nominated representative which may be a union representative. This additional day may be taken by agreement between Christmas and the 5th day of the new calendar year, provided that such day is placed between Monday and Friday (inclusive) which is not gazetted as a public holiday.

This extra (August Bank holiday) public holiday does not apply in areas where in each year:

- a local event day is declared and observed under the *Public Holidays Act 2010 (NSW)*(or its successor), or
- 2 half local event days are declared and observed,

- (c) In areas where in each year only one local event is declared and observed the whole day is to be regarded and observed as a public holiday, and no extra (August Bank holiday) public holiday in accordance with (b) above will be observed.

- 19.4 Credit of time towards an allocated day off duty shall not accrue when an employee is absent in accordance with clause 19.1. Employees entitled to allocated days off duty in accordance with Clause 4, Hours of Work and Free Time of Employees, of this Agreement shall accrue credit towards an allocated day off duty in respect of each day those employees are absent on additional annual leave in accordance with clauses 19.2(b) and 19.3(c) of the Agreement.
- 19.5 Annual leave shall be given and shall be taken either in one consecutive period or 2 periods neither of which shall be less than one week, or if the employer and employee so agree in either 2, 3 or 4 separate periods, but not otherwise.
- 19.6 The employer shall give each employee, where practicable, 3 months notice of the date upon which she or he shall enter upon leave, and in any event such notice shall not be less than 28 days.
- 19.7 (a) Each employee before going on leave shall be paid for the period of the leave at the ordinary rate of salary to which she or he is entitled under this Agreement. Where an employee has any period of permanent part-time employment during any 12 month qualifying period for annual leave, payment for such annual leave shall be calculated on the basis of the proportion that the average number of hours worked each week bears to 38 hours.
- (b) An employee to whom paragraph (a) of clause 19.1 applies shall be paid during the first 28 consecutive days whilst on annual leave their ordinary rate of salary plus shift allowances and weekend penalties relating to ordinary time the employee would have worked if they had not been on annual leave. Additional annual leave accrued under clause 19.9 attracts shift allowances and weekend penalties relating to ordinary time the employee would have worked if they had not been on annual leave provided that the provisions of the preceding paragraphs of this subclause shall not apply to public holidays which occur during a period of annual leave or days which have been added to annual leave in accordance with paragraph (b) of clause 19.2 and 19.4.
- 19.8 Where the employment of an employee is terminated the employee shall be entitled to receive, in addition to all other amounts due, their ordinary pay for that period of employment together with payment for any days added to annual leave in accordance with clause 19.2.

19.9 (a) In addition to the leave prescribed by clause 19.1 employees who work their ordinary hours on Sundays and/or public holidays are entitled to receive additional annual leave as follows:

No. of ordinary shifts worked on Sundays and/or public holidays during a qualifying period of employment for annual leave purposes	Additional Annual Leave
4 - 10	1 day
11 - 17	2 days
18 - 24	3 days
25 - 31	4 days
32 or more	5 days

provided that an employee may elect to be paid an amount equivalent to the value of their additional leave entitlement in lieu of taking the additional leave. Such election is to be made in writing by the employee at the commencement of each year of employment and is irrevocable during the currency of that year of employment.

(b) On termination of employment employees are to be paid for any untaken annual leave due under this subclause together with payment for any leave in respect of an uncompleted year of employment calculated in accordance with this subclause together with payment for any untaken annual leave due in accordance with clause 19.8.

20. Annual Leave Loading

20.1 In addition to their ordinary pay, an employee, other than a shiftworker, will be paid an annual leave loading of 17.5% of their ordinary pay on a maximum of 152 hours/four weeks annual leave per annum.

20.2 Shiftworkers, in addition to their ordinary pay, will be paid the higher of:

- (a) an annual leave loading of 17.5% of ordinary pay; or
- (b) the weekend and shift penalties the employee would have received had they not been on leave during the relevant period.

Payment of annual leave on termination

20.3 On the termination of their employment, an employee will be paid their untaken annual leave, loading and pro rata leave.

Christmas Closedown

20.4 The employer may temporarily close part or the whole of the hospital subject to the following:

- (a) Where practicable, the employer will give at least three (3) months, but in any event no less than six weeks, notice of the dates of the closedown;
- (b) The period of closedown is no greater than 3 weeks of annual leave ie fifteen working days.
- (c) The employer shall advise staff of the close down as soon as they become aware of the need for one.
- (d) Employees shall be notified in writing

20.5 An employee with an entitlement to annual leave and / or accumulated Additional Days Off (ADOs) sufficient to cover the closedown period will be required to access their accumulated annual leave and / or ADOs for the period of the closedown. The employee may choose the combination of annual leave and accrued ADOs that she or he will use to cover the closedown period.

20.6 Where an employee has an entitlement to annual leave which is less than the period of the closedown, they will choose from the following options to cover the difference between their current annual leave entitlement and the length of the closedown:

- (a) temporary reassignment to another part of the Hospital; or
- (b) access any accrued ADOs; or
- (c) take annual leave or Long Service Leave accrued; or
- (d) take leave without pay.

20.7 Employees will continue to be able to access annual leave throughout the year. They will not be required to store their annual leave for use during a closedown.

21. Ceremonial Leave

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

22. Cultural Leave

The employer recognises an employee's right to apply for cultural leave (eg Jewish High Holy Days) using their accrued leave, with the approval of the employer

23. Personal / Carer's and Compassionate Leave

- (a) Employees are entitled to personal/carer's leave and compassionate leave in accordance with the provisions of the NES (refer to Chapter 2, Part 2-2, Division 7 of the Act).
- (b) Personal/carer's and compassionate leave entitlements for casual employees are as set out in the NES.

23.1 Entitlement to Paid Personal/Carer's Leave

- (a) For each year of service with the employer, an employee is entitled to 10 days of paid personal/carer's leave.
- (b) An employee's entitlement to paid personal/carer's leave accrues progressively during a year of service according to the employee's ordinary hours of work, and accumulates from year to year.

23.2 Taking of Personal/Carer's Leave

An employee may take paid personal/carer's leave:

- (a) where the employee is not fit for work because of a personal illness, or personal injury, affecting the employee; or
- (b) to provide care or support to a member of the employee's immediate family, or a member of the employee's household, who requires care or support because of:
 - (i) a personal illness, or personal injury, affecting the member; or
 - (ii) an unexpected emergency affecting the member.

23.3 Notice and Evidence Requirements

- (a) To be entitled to leave under this clause an employee must give the employer notice of the period, or expected period of the leave:
 - (i) as soon as reasonably practicable (which may be at a time before or after the leave has started) that the employee is (or will be) absent from their employment.
- (b) To be entitled to personal leave during the period, the employee may be required to give the employer as soon as reasonably practicable (which may be at a time before or after the personal leave has started) either:
 - (i) a medical certificate from a medical practitioner stating that in their opinion, the employee was, is, or will be unfit for work during the period because of a personal illness or injury; or

- (ii) a statutory declaration made by the employee stating that the employee was, is, or will be unfit for work during the period because of a personal illness or injury; or
 - (iii) evidence that would satisfy a reasonable person that the leave was taken for a permissible reason or occasion.
- (c) To be entitled to carer's leave during the period, the employee may be required to give the employer as soon as reasonably practicable (which may be at a time before or after the carer's leave has started) either:
- (i) a medical certificate from a medical practitioner stating that in their opinion the member requires or required care and support during the period due to personal illness or injury; or
 - (ii) a statutory declaration made by the employee stating that the employee requires or required leave during the period to provide care or support to a member of the employee's immediate family or household because of personal illness, or injury, or an unexpected emergency; or
 - (iii) evidence that would satisfy a reasonable person that the leave was taken for a permissible reason or occasion
- (d) To be entitled to compassionate leave during the period, the employee may be required to give the employer as soon as reasonably practicable (which may be at a time before or after the compassionate leave has started):
- (i) a medical certificate from a medical practitioner stating that in their opinion the member is suffering from an illness or injury that poses a serious threat to the member's life; or
 - (ii) a statutory declaration made by the employee stating that the employee requires or required leave during the period due to the death of the member.
 - (iii) evidence that would satisfy a reasonable person that the leave was taken for a permissible reason or occasion

23.4 Payment of Paid Personal/Carer's Leave

- (a) If an employee takes a period of paid personal/carers leave and meets the notice requirements set out in this clause the employer must pay the employee at the employee's base rate of pay for the employee's ordinary hours of work in the period.
- (b) In addition, an employee may use accumulated personal/carers leave when on workers compensation only where their workers compensation payments are less than their

normal full pay. In this case a personal/carer's leave entitlement may be used to make up the difference between the full normal pay and the workers compensation payment.

23.5 Service

- (a) A period of paid personal/carer's leave or compassionate leave does not break an employee's continuity of service and counts as service for all purposes.
- (b) A period of unpaid personal/carer's leave does not break an employee's continuity of service, but does not count as service.

24. Long Service Leave

The provisions of this clause shall apply for long service leave. Where the provisions of this clause are more beneficial this clause applies. Where this clause is silent, the provisions of the Long Service Leave Act 1955 (NSW) apply:

24.1 For long service leave falling due after 20th February 1981 the following provisions shall apply:

- (a) (1) Every employee after 10 years' continuous service with the same employer shall be entitled to 2 months' long service leave on full pay; after 15 years' continuous service to an additional one month's long service leave on full pay; and for each 5 years' continuous service thereafter to an additional one and one half months' long service leave on full pay. Such leave shall be taken at a time to be mutually arranged between the employer and the employee.
 - (2) Employees are entitled to access their pro-rata long service leave entitlements after 5 years service.
 - (3) An employee with an entitlement to long service leave may elect to access their entitlement:
 - (a) on full pay, or
 - (b) on half pay, or
 - (c) on double pay.
 - (4) Where the service of an employee with at least 5 years' service is terminated, the employee shall be entitled for five years' service to one month's long service leave on full pay and for service after 5 years to a proportionate amount of such leave on full pay calculated on the basis of 2 months' long service leave for 10 years' service.
- (b) Where an employee has acquired a right to long service leave under subclause (a) of this clause, then and in every such case:

- (1) If before such leave has been entered upon the employment of such employee has been terminated such employee shall be entitled to receive the monetary value of the leave to which such employee has been entitled computed at the rate of salary which such employee had been receiving immediately prior to the termination of employment.
 - (2) If such employee dies before entering upon such long service leave, or if after having entered upon the same dies before its termination, the employer shall upon request by the employee's personal representative pay to the employee's personal representative in full the ordinary pay that would have been payable to the employee in respect of the long service leave less any amount already paid to the employee in respect of that leave.
- (c) For the purpose of this clause:
- (1) Continuous service in the same Hospital prior to the coming into force of this Agreement shall be taken into account.
 - (2) One month equals 4 and one-third weeks.
 - (3) Continuous service shall be deemed not to have been broken by:
 - (i) any period of absence on leave without pay not exceeding 6 months;
 - (ii) absence of an employee from the hospital whilst a member of the Defence Forces of the Commonwealth in time of war.
- (d) Where any employee has been granted a period of long service leave prior to the coming into force of this Agreement the amount of such leave shall be debited against the amount of leave due under this Agreement.
- (e) Any period(s) of part-time employment with the same employer shall count towards long service leave as provided for in paragraph 2(a) of this clause. Such long service leave shall be paid for on the basis of the proportion that the average number of hours worked per week bears to 38 hours.
- (f) Where an employee has accrued a right to an allocated day off duty on pay prior to entering a period of long service leave such day shall be taken on the next working day immediately following the period of long service leave.

An employee returning to duty from long service leave shall be given the next allocated day off duty in sequence irrespective of whether sufficient credits have been accumulated or not.

25. Staff Amenities

The employer shall provide for the use of employees:

- (a) A suitable changing room and adequate washing and toilet facilities;
- (b) A locker fitted with lock and key or other suitable place for the safe keeping of clothing and personal effects;
- (c) An employer shall provide for an employee morning and afternoon tea, supper and early morning tea (which shall include tea or coffee together with milk and sugar) when the employee is on duty, and shall provide also for such an employee, who requires them, meals of a reasonable standard, which fall due during the duty period.

26. Patient Transport

- (i) Periods during which an employee is engaged in nursing duties, in attendance on a patient, shall be paid as working time under this Agreement. Where applicable, overtime shall be payable.
- (ii) All reasonable out-of-pocket expenses shall be reimbursed.

28. Medical Examination of Nurses

- (i) Medical examination of nurses will be in accordance with hospital policy.

29. Domestic Work

29.1 Nurses shall not be required to perform, as a matter of routine, the following duties: washing, sweeping, polishing and/or dusting of floors, walls or windows of wards, corridors, annexes, bathrooms or verandas, nor any duties which are generally performed by classifications other than nursing staff, but this provision shall not preclude the employment of nurses in any such duties in an isolation block or where the performance of those duties involves disinfection.

30. Labour Flexibility

30.1 An employer may direct an employee to carry out duties as are within the limits of the employee's skill, competence and training. Such duties may include work which is incidental or peripheral to the employee's main tasks provided that such duties are not designed to promote deskilling nor are inconsistent with Clause 29, Domestic Work.

30.2 Any employer may direct an employee to carry out duties and use such equipment as may be required provided that the employee has been properly trained or has otherwise acquired the necessary skills in the use of such equipment. Any such direction issued by the employer shall be consistent with the employer's responsibility to provide a safe and healthy working environment for employees and the employer's duty of care to patients.

31. Termination of Employment

- 31.1 Notice of termination is provided for in the NES.
- 31.2 Except for misconduct justifying summary dismissal, the services of an employee shall be terminated only by 14 days notice or by the payment of 14 days salary in lieu thereof in the case of an employee other than a Director of Nursing, and by 28 days notice or by the payment of 28 days salary in lieu thereof in the case of a Director of Nursing.
- 31.3 No employee shall, without the consent of the employer, resign without having given 14 days notice (or in the case of a Director of Nursing, 28 days notice) of intention so to do or forfeiting salary earned during the pay period current at the time of resignation provided that in no circumstances shall the employee other than a Director of Nursing forfeit more than 14 days pay, and a Director of Nursing more than 28 days pay at the rates prescribed for their classification by Clause 8, Salaries, of this Agreement.
- 31.4 Upon the termination of the services of an employee the employer shall furnish the employee with a written statement, signed by or on behalf of the employer, setting out the period of the employment and the capacity in which the employee was employed.
- 31.5 Employees who have accrued additional days off duty pursuant to clause 4.7 of Clause 4, Hours of Work and Free Time of Employees, shall be paid for such accrued time at ordinary rate of pay upon termination.
- 31.6 The first 6 months of employment will be on a probationary basis during which time either party may terminate the contract by giving one week's notice in writing.

32. Redundancy

- 32.1 Redundancy is provided for in the NES.
- 32.2 An employee is entitled to be paid redundancy pay by the employer if the employee's employment is terminated:
- (a) at the employer's initiative because the employer no longer requires the job done by the employee to be done by anyone, except where this is due to the ordinary and customary turnover of labour; or
 - (b) because of the insolvency or bankruptcy of the employer.

32.3 Minimum Payments

- (a) Where the employee is under 45 years of age, the employer shall pay the employee

Minimum Years of Service	Retrenchment Pay
Less than 1 year	Nil
1 year and less than 2 years	4 weeks pay
2 years and less than 3 years	7 weeks pay
3 years and less than 4 years	10 weeks pay
4 years and less than 5 years	12 weeks pay
5 years and less than 6 years	14 weeks pay
6 years and over	16 weeks pay.

- (b) Where the employee is 45 years of age or over, the employer shall pay the employee in accordance with the following scale:

Minimum Years of Service	Retrenchment Pay
Less than 1 year	Nil
1 year and less than 2 years	5 weeks pay
2 years and less than 3 years	8.75 weeks pay
3 years and less than 4 years	12.5 weeks pay
4 years and less than 5 years	15 weeks pay
5 years and less than 6 years	17.5 weeks pay
6 years and over	20 weeks pay

- (c) "Week's pay" means the Employee's average actual weekly earnings over the preceding twelve months from the date of termination, and shall include in addition to the ordinary pay any over-agreement payments and the following, if applicable:

- (i) shift allowances;
- (ii) weekend penalties;
- (iii) TAFE examination allowances;
- (iv) climatic and isolation allowances;
- (v) broken shift allowance;
- (vi) sleepover allowance;
- (vii) any other entitlements.

32.4 Transfer to Lower Paid Duties

Where an employee is transferred to lower paid duties, the same period of notice must be given as the employee would have been entitled to if the employment had been terminated and the employer may, at the employer's option, make payment instead of an amount equal to the difference between the former ordinary time rate of pay and the ordinary time rate of pay for the number of weeks of notice still owing.

32.5 Employee Leaving During Notice Period

An employee given notice of termination in circumstances of redundancy may terminate their employment during the period of notice. The employee is entitled to receive the benefits and payments they would have received under this clause had they remained in employment until the expiry of the notice, but is not entitled to any payment in lieu of any remaining notice.

32.6 Job Search Entitlement

- (a) An employee given notice of termination in circumstances of redundancy must be allowed up to one day's time off without loss of ordinary pay during each week of notice for the purpose of seeking other employment.
- (b) If the employee has been allowed paid leave for more than one day during the notice period for the purpose of seeking other employment, the employee must, at the request of the employer, produce proof of attendance at an interview or they will not be entitled to payment for any time absent. For this purpose a statutory declaration is sufficient.

33. Agreement Benefits to Be Continuous

33.1 In the event of any change in ownership licensee or management of any hospital or institution covered by this Agreement, all employee rights and benefits provided by this Agreement shall continue as if no such change in ownership, licensee or management had taken place.

Where such changes do occur, no employee shall be paid out for accrued annual leave, long service leave or any other benefit, but such benefits shall be continuous.

33.2 No employee, full-time or part-time, shall be terminated or required to take leave without pay where such termination or leave is used to avoid the requirements of any Act or to avoid payment of any rights or benefits provided by this Agreement.

34. Nurses and Midwives' Association (NSWNMA) Members

34.1 The hospital recognises the right of all employees to join a Union, to access meaningful Union representation, to participate collectively in workplace issues, and to collectively bargain through their Union.

34.2 The hospital may provide new employees with an Association membership form upon commencing employment with the employer.

34.3 Without limiting the role of officers, delegates or members of the Union, in assisting workers to take an active role in their workplace, the employer will:

- (a) Permit branch or workplace representatives to provide new employees during their official induction with an explanation of how this agreement operates and information about Union membership;
- (b) Encourage all employees to take an interest in collective bargaining; and
- (c) Grant reasonable time during working hours to consult with union members and with officials of the Association; represent the interests of Association members to the employer and participate in the affairs of the Association.

35. Superannuation

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

Definitions

- (a) **"Default fund"** means the Health Employees' Superannuation Trust Australia (H.E.S.T.A.) Should an employee fail to nominate a fund, the employer will choose the above approved fund as the default fund into which contributions shall be paid under this Agreement.
- (b) **"Complying Regulated fund"** means a superannuation fund that is regulated under the Superannuation Industry (Supervision) Act 1993 and has been issued with a Certificate of Compliance by the Australian Prudential Regulation Authority.
- (c) **"Ordinary-time earnings"** means remuneration for an employee's weekly number of hours of work, excluding overtime hours, calculated at the ordinary-time rate of pay, including the following when they make up the employee's regular weekly earnings:
 - i. Monday to Friday shift premiums for ordinary hours of work;
 - ii. Weekend shift premiums for ordinary hours of work;
 - iii. Public holiday loadings;
 - iv. Any percentage addition payable to casual employees for ordinary hours or work;
 - v. Ordinary time allowances (not including expense related allowances);
 - vi. Payments made above the base rate for ordinary hours of work.
- (d) **"Qualified employee"** means:
 - i. a full-time or part-time employee who has completed at least four weeks service in the industry of nursing. Provided that once this period has elapsed, payments shall be made for the entire period of service with the employer;

- ii. a casual employee who has earned in excess of \$2,000.00 ordinary-time earnings during their employment with an employer in the course of any one year (1 July to 30 June).

Contributions

- (a) For qualified employees the employer shall, in respect of each employee, pay a sum equal to the Superannuation Guarantee legislation, as amended from time to time, of the employee's gross ordinary time earnings into a complying fund. Such contributions shall be remitted to the complying fund as required by law. With respect to casual employees, contributions shall be remitted at the time that employees receive their annual group certificates
- (b) An employee may nominate one complying fund to which all Agreement and statutory superannuation contributions shall be paid, subject to employer approval of the fund nominated by the employee. Provided that the employer shall not unreasonably withhold agreement unless it establishes good and proper reasons for the withholding of the agreement.
- (c) Where no such nomination is made before any such contributions become payable, the contributions referred to in this clauses will be paid to the default fund for that place of employment.

36. Attendance at Meetings and Fire Drills

- 36.1 Any employee required to work outside the ordinary hours of work in satisfaction of the requirements for compulsory fire safety practices (fire drill and evacuation procedures) contained from time to time within the Private Health Facilities Act 2007 (NSW) and the regulations made there under, shall be entitled to be paid the "ordinary rate" for the actual time spent in attendance at such practices. In lieu of receiving payment, employees may with the agreement of the employer be permitted to be free from duty for a period of time equivalent to the period spent in attendance at such meetings. Such time spent in attendance shall not be viewed as overtime for the purposes of this Agreement.
- 36.2 Any employee required to attend Work Health and Safety Committee and/or Board of Management meetings in the capacity of employee representative shall, if such meetings are held outside the ordinary hours of work, be entitled to receive payment at the "ordinary rate" for the actual time spent in attendance at such meetings. In lieu of receiving payment, employees may with the agreement of the employer be permitted to be free from duty for a period of time equivalent to the period spent in attendance at such meetings. Such time spent in attendance shall not be viewed as overtime for the purposes of this Agreement.
- 36.3 For the purposes of this clause "ordinary rate" shall include amounts payable under Clause 8, Salaries, and Clause 10 Special Allowances of this Agreement.

37. Resolution of Disputes

- 37.1 In the event of a dispute about any matter under this agreement, or a dispute in relation to the NES, in the first instance the parties must attempt to resolve the matter at the workplace by discussions between the employee or employees concerned and the relevant supervisor. If such discussions do not resolve the dispute, the parties will endeavour to resolve the dispute in a timely manner by discussions between the employee or employees concerned and more senior levels of management as appropriate.
- 37.2 If a dispute about a matter arising under this award or a dispute in relation to the NES is unable to be resolved at the workplace, and all appropriate steps under this clause have been taken, a party to the dispute may refer the dispute to the Fair Work Commission.
- 37.3 The parties may agree on the process to be utilised by the Fair Work Commission including mediation, conciliation and arbitration.
- 37.4 Where the matter in dispute remains unresolved, the Fair Work Commission may exercise any method of dispute resolution permitted by the Act that it considers appropriate to ensure the settlement of the dispute.
- 37.5 An employer or employee may appoint another person, organisation or association to accompany and/or represent them for the purposes of this clause.
- 37.6 While the dispute resolution procedure is being conducted, work must continue in accordance with this award and the Act. Subject to applicable work health and safety legislation, an employee must not unreasonably fail to comply with a direction by the employer to perform work, whether at the same or another workplace, that is safe and appropriate for the employee to perform.

38. Anti-Discrimination

- 38.1 It is the intention of the parties bound by this Agreement to prevent and eliminate discrimination in the workplace. This includes discrimination on the grounds of race, sex, marital status, disability, homosexuality, transgender identity and age.
- 38.2 It follows that in fulfilling their obligations under the dispute resolution procedure by this Agreement the parties have obligations to take all reasonable steps to ensure that the operation of the provisions of this Agreement are not directly or indirectly discriminatory in their effects. It will be consistent with the fulfilment of these obligations for the parties to make application to vary any provision of the Agreement which, by its terms or operation, has a direct or indirect discriminatory effect.
- 38.3 Under the Anti-Discrimination Act 1977 (NSW), it is unlawful to victimise an employee because the employee has made or may make or has been involved in a complaint of unlawful discrimination or harassment.

38.4 Nothing in this clause is to be taken to affect:

- (a) any conduct or act which is specifically exempted from anti-discrimination legislation;
- (b) any act or practice of a body established to propagate religion which is exempted under section 56(d) of the *Anti-Discrimination Act 1977 (NSW)*;
- (c) a party to this Agreement from pursuing matters of unlawful discrimination in any state or federal jurisdiction.

38.5 This clause does not create legal rights or obligations in addition to those imposed upon the parties by legislation referred to in this clause.

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- (a) Employers and employees may also be subject to Commonwealth anti-discrimination legislation.
- (b) Section 56(d) of the *Anti-Discrimination Act 1977 (NSW)* provides:

"Nothing in this Act affects ...any other act or practice of a body established to propagate religion that conforms to the doctrines of that religion or is necessary to avoid injury to the religious susceptibilities of the adherents of that religion".

39. Parental Leave

(A) Parental Leave consists of:

- (i) Primary Carer Parental Leave; and
- (ii) Secondary Carer Parental Leave; or
- (iii) Adoption Leave taken by an employee in connection with adoption of a child.

(B) Eligibility for Parental Leave

- (i) Full Time Employees - To be eligible for paid parental leave, a full time employee must have completed at least 12 months of continuous service prior to the expected date of birth or prior to the date of taking custody of the adopted child.
- (ii) Part-Time Employees – To be eligible for paid parental leave a part-time employee must have completed at least 12 months of continuous service prior to the expected date of birth or prior to the date of taking custody of the adopted child.

(iii) Regular Casual Employees – a regular casual employee is entitled to 12 months unpaid parental leave only if the employee has had at least 12 months of continuous service with the Hospital.

(C) Eligibility for a further period of Parental Leave

An employee (including casuals) who has once met the conditions for paid parental leave will not be required to meet again the eligibility requirements of sub-clause (B) of this clause in order to qualify for a further period of paid parental leave, unless:

- (i) there has been a break in service where the employee has been re-employed or re-appointed after a resignation, medical retirement, or after their services have been otherwise dispensed with; or
- (ii) the employee has completed a period of leave without pay of more than 1 year. In this context, leave without pay does not include sick leave without pay, parental leave without pay, or leave without pay associated with an illness or injury compensable under *Work Health and Safety* legislation.

(D) Portability of service for Parental Leave

Portability of service for parental leave involves the recognition of service with the Hospital for the purpose of determining an employee's eligibility to receive paid parental leave. For example, where an employee moves between facilities owned by the Hospital, previous continuous service will be counted towards the service prerequisite for parental leave.

(E) Primary Carer Parental Leave

Eligible employees are entitled to paid parental leave as follows:

- (i) Paid Primary Carer Parental Leave - an employee is entitled to 12 weeks at the ordinary rate of pay from the date parental leave commences. This leave may commence up to 9 weeks prior to the expected date of birth.

It is not compulsory for an employee to take this period off work. However, if an employee decides to work during this period it is subject to the employee being able to perform satisfactorily the full range of normal duties.

Paid primary carer parental leave may be paid:

- on a normal fortnightly basis;
- in advance in a lump sum;
- at the rate of half pay over a period of 24 weeks on a regular fortnightly basis.

Annual and/or long service leave credits can be combined with periods of maternity leave on half pay to enable an employee to remain on full pay for that period.

- (ii) Unpaid Primary Carer Parental Leave - an employee is entitled to a further period of unpaid primary carer parental leave of not more than 12 months after the actual date of birth.

- (iii) Applications for Primary Carer Parental Leave-

An employee who intends to proceed on primary carer parental leave should formally notify the Hospital of such intention as early as possible, so that arrangements associated with her absence can be made.

Written notice of not less than 8 weeks prior to the commencement of the leave should accordingly be given. This notice must include a medical certificate stating the expected date of birth and should also indicate the period of leave desired.

- (iv) Miscarriages

In the event of a miscarriage any absence from work is to be covered by the current sick leave provisions.

- (v) Stillbirth

In the case of a stillbirth (as classified by the Registry of Births, Deaths and Marriages) an employee may elect to take sick leave, subject to production of a medical certificate, or maternity leave. She may resume duty at any time provided she produces a doctor's certificate as to her fitness.

- (vi) Effect of premature birth on payment of Primary Carer Parental Leave

An employee who gives birth prematurely and prior to proceeding on primary carer parental leave will be treated as being on maternity leave from the date leave is commenced to have the child. Should an employee return to duty during the period of paid primary carer parental leave, such paid leave ceases from the date duties are resumed.

- (vii) Illness associated with pregnancy -

If, because of an illness associated with her pregnancy an employee is unable to continue to work then she can elect to use any available paid leave (sick, annual and/or long service leave) or to take sick leave without pay.

Where an employee is entitled to paid primary carer parental leave, but because of illness is on sick leave, or on recreation leave, long service leave, or sick leave without pay prior to the birth, such leave ceases 12 weeks prior to the expected date of birth. The employee then commences primary carer parental leave with the normal provisions applying.

(viii) Transfer to a more suitable position

Where, because of an illness or risk associated with her pregnancy, an employee cannot carry out the duties of her position, the Hospital is obliged, as far as practicable, to provide employment in some other position that she is able to satisfactorily perform. A position to which an employee is transferred under these circumstances must be as close as possible in status and salary to her substantive position.

(ix) Further pregnancy while on Primary Carer Parental Leave

Where an employee becomes pregnant whilst on primary carer parental leave, a further period of primary carer parental leave may be granted. Should this second period of primary carer parental leave commence during the currency of the existing period of primary carer parental leave, then any residual primary carer parental leave from the existing entitlement lapses.

(F) Secondary Carer Parental Leave

Eligible employees are entitled to paid secondary carer parental leave as follows:

- (i) Paid Secondary Carer Parental Leave - an employee is entitled to an unbroken period of up to one week of paid secondary carer parental leave at the time of the birth of the child.

Annual and/or long service leave credits can be combined with periods of maternity leave on half pay to enable an employee to remain on full pay for that period.

- (ii) Unpaid Secondary Carer Parental Leave - an employee is entitled to a further period of unpaid paternity leave of not more than 12 months after the actual date of birth to be the primary care giver of the child.
- (iii) Applications - an employee who intends to proceed on secondary carer parental leave should formally notify the employer of such intention as early as possible, so that arrangements associated with their absence can be made.

Written notice not less than 8 weeks prior to the commencement of the leave should accordingly be given. This notice must include a medical certificate stating the expected date of birth and should also indicate the period of leave desired.

(G) Adoption Leave -

- (i) Paid Adoption Leave – an eligible employee is entitled to paid adoption leave of 12 weeks at the ordinary rate of pay to be taken within 12 months of the date of taking custody of the child.

Paid adoption leave may be paid:

- on a normal fortnightly basis;
- in advance in a lump sum; and
- at the rate of half pay over a period of 24 weeks on a regular fortnightly basis.

Annual and/or long service leave credits can be combined with periods of adoption leave at half pay to enable an employee to remain on full pay for that period.

- (ii) Unpaid Adoption Leave

Eligible employees are entitled to unpaid adoption leave as follows:

- where the child is under the age of 12 months - a period of not more than 12 months from the date of taking custody;
- where the child is over the age of 12 months - a period of up to 12 months, such period to be agreed upon by both the employee and the employer.

- (iii) Applications

Due to the fact that an employee may be given little notice of the date of taking custody of a child, employees who believe that, in the reasonably near future, they will take custody of a child, should formally notify the Hospital as early as practicable of the intention to take adoption leave. This will allow arrangements associated with the adoption leave to be made.

(H) General Conditions

- (i) Variation after Commencement of Primary Carer Parental Leave

After commencing primary carer parental leave, an employee may vary the period of her primary carer parental leave, once without the consent of her employer and

otherwise with the consent of her employer. A minimum of 4 weeks notice must be given, although the employer may accept less notice if convenient.

(ii) Staffing Provisions

Any person who occupies the position of an employee on parental leave must be informed that the employee has the right to return to their former position.

Additionally, since an employee has the right to vary the period of their parental leave, offers of temporary employment should be in writing, stating clearly the temporary nature of the contract of employment. The duration of employment should be also set down clearly; to a fixed date or until the employee elects to return to duty, whichever occurs first.

(iii) Effect of Parental Leave on Accrual of Leave, Increments etc.

When the employee has resumed duties, any period of full pay leave is counted in full for the accrual of recreation leave and any period of parental leave on half pay is taken into account to the extent of one half thereof when determining the accrual of recreation leave.

Except in the case of employees who have completed 10 years' service the period of parental leave without pay does not count as service for long service leave purposes. Where the employee has completed 10 years' service the period of parental leave without pay will count as service provided such leave does not exceed 6 months.

Parental leave without pay does not count as service for incremental purposes. Periods of parental leave at full pay and at half pay are to be regarded as service for incremental progression on a pro-rata basis.

Where public holidays occur during the period of paid parental leave, payment is at the rate of parental leave received i.e., public holidays occurring in a period of full pay primary carer parental leave are paid at full rate and those occurring during a period of half pay leave are paid at half rate.

(iv) Right to Return to Previous Position

An employee returning from parental leave has the right to resume their former position.

Where this position no longer exists the employee is entitled to be placed in a position nearest in status and salary to that of their former position and for which the employee is capable or qualified.

(v) Return for Less than Full Time Hours

Employees may make application to their employer to return to duty for less than the full time hours they previously worked by taking weekly leave without pay. Such return to work is to be according to the following principles:

The period is to be limited to 12 months after which full time duties must be resumed unless otherwise negotiated between the Hospital and employee.

The employee is to make an application for leave without pay to reduce her/his full time weekly hours of work. This application should be made as early as possible to enable the employer to make suitable staffing arrangements. At least 4 weeks notice must be given.

The quantum of leave without pay to be granted to individual employees is to be by mutual agreement with the Hospital.

Salary and other conditions of employment are to be adjusted on a basis proportionate to the employee's full time hours of work, i.e. for long service leave the period of service is to be converted to the full-time equivalent, and credited accordingly.

It should be noted that employees who return from primary carer parental leave under this arrangement remain full-time employees. Therefore the payment of any part-time allowance to such employees does not arise.

(vi) Liability for Superannuation Contributions

During a period of unpaid parental leave, the employee will not be required to meet the employer's superannuation liability.

(I) Lactation Provisions

Employees who are lactating will be entitled to one paid break of 30 minutes per shift for the purpose of expressing their milk or breast feeding their child. The employer will provide access to suitable facilities for such purpose, in accordance with the Hospital's policy.

(J) ADDITIONAL PROVISIONS

(i) An employer must not fail to re-engage a regular 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.

(ii) Right to Request

(a) An employee entitled to parental leave may request the employer to allow the employee:

- (1) to extend the period of simultaneous unpaid parental leave use up to a maximum of 8 weeks;
- (2) to extend the period of unpaid parental leave for a further continuous period of leave not exceeding 12 months;
- (3) to return from a period of parental leave on a part-time basis until the child reaches school age;

to assist the employee in reconciling work and parental responsibilities.

(b) The employer shall consider the request having regard to the employee's circumstances and, provided the request is genuinely based on the employee's parental responsibilities, may only refuse the request on reasonable grounds related to the effect on the workplace or the employer's business. Such grounds might include cost, lack of adequate replacement staff, loss of efficiency and the impact on customer service.

(c) Employee's request and the employer's decision to be in writing.

The employee's request and the employer's decision made pursuant to the Right to Request provisions Clause must be recorded in writing.

(d) Request to return to work part-time

Where an employee wishes to make a request pursuant to the Right to Request provisions such a request must be made as soon as possible but no less than 7 weeks prior to the date upon which the employee is due to return to work from parental leave.

(iii) Communication during Parental Leave

- (a) Where an employee is on parental leave and a definite decision has been made to introduce significant change at the workplace, the employer shall take reasonable steps to:
 - (1) make information available in relation to any significant effect the change will have on the status or responsibility level of the position the employee held before commencing parental leave; and
 - (2) provide an opportunity for the employee to discuss any significant effect the change will have on the status or responsibility level of the position the employee held before commencing parental leave.
- (b) The employee shall take reasonable steps to inform the employer about any significant matter that will affect the employee's decision regarding the duration of parental leave to be taken, whether the employee intends to return to work and whether the employee intends to request to return to work on a part-time basis.
- (c) The employee shall also notify the employer of changes of address or other contact details which might affect the employer's capacity to comply with paragraph (a) of this subclause.

40. Jury Service

40.1 An employee required to attend jury service during the employee's ordinary working hours will be reimbursed by the Hospital an amount equal to the difference between the amount in respect of the employee's attendance for such jury service and the amount of salary the employee would have received in respect of the ordinary time the employee would have worked had the employee not been on jury service.

41. Learning and Development

- 41.1 Managers and supervisors are responsible for promoting and supporting learning activities for employees in their area of responsibility.
- 41.2 Professional development shall be identified on an annual basis through the employees' annual performance appraisal.
- 41.3 Leave for learning or development will be negotiated between the employee and the employer, based on the requirements of the course and the needs of the employer.
- 41.4 Study leave for the purposes of learning and development will be negotiated between the employer and the employees.

41.5 When an employee is required by the employer to undertake training outside ordinary working hours, the employee will be paid at their ordinary rate of pay for the time spent in training.

42. Nursing Workloads

42.1 The employer is committed to ensuring that staffing levels are appropriate, in order to ensure the delivery of high quality patient care and a safe working environment for nurses. The parties to this agreement recognise that reasonable workloads are determined by a range of factors including skill mix, acuity, specialisation, geography and supervisory responsibilities.

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

42.3 The employer will endeavour to ensure that unexpected admissions do not prohibit the delivery of good nursing care.

42.4 Should any nurse in any one ward or unit feel the workloads are unreasonably heavy, on a regular basis, then they have a responsibility to discuss their concerns with their nurse manager.

42.5 The nurse manager shall investigate any issue that is raised within 48 hours and provide a response to the issues.

42.6 It is the intent of the parties that the issue be initially dealt with as close to the source as possible, with graduated steps for further discussion and resolution at higher authority levels where necessary.

42.7 The employee may be represented by their workplace representatives.

42.8 If the matter is not settled with a reasonable period of time, Clause 37, Resolution of Disputes will apply.

42.9 In determining workloads the employer is entitled to take into account the needs of the workplace including patient care and the need to roster employees at short notice in accordance with this Agreement.

43. Copy of Agreement & NES

43.1 A copy of this Agreement & NES will be made available to each nursing employee covered by this Agreement.

43.2 A copy of this Agreement & NES will also be made available to all new nurses upon induction.

43.3 A copy of the Agreement & NES will be displayed where it can be easily read by all employees.

44. Consultation Regarding Major Workplace Change

44.1 In addition to any other consultative arrangements contained in this Agreement, the provisions contained in this clause will also apply.

44.2 Employer to notify

- (a) Where an employer has made a definite decision to introduce major changes in production, program, organisation, structure or technology that are likely to have significant effects on employees, the Hospital must notify the employees who may be affected by the proposed changes and their workplace representatives.
- (b) Significant effects include termination of employment, major changes in the composition, operation or size of the employer's workforce or in the skills required, the elimination or diminution of job opportunities, promotion opportunities or job tenure, the alteration of hours of work, the need for retraining or transfer of employees to other work or locations, and the restructuring of jobs.

Provided that where this Agreement makes provision for alteration of any of these matters an alteration is deemed not to have significant effect.

44.3 Employer to discuss change

- (a) The Hospital must discuss with the employees affected and their representatives, if any, the introduction of the changes referred to in clause 44.2 the effects the changes are likely to have on employees and measures to avert or mitigate the adverse effects of such changes on employees and must give prompt consideration to matters raised by the employees and their workplace representatives in relation to the changes.
- (b) The discussions must commence as early as practicable after a definite decision has been made by the Hospital to make the changes referred to in clause 44.2.
- (c) For the purposes of such discussion, the Hospital must provide in writing to the employees concerned and their workplace representatives, all relevant information about the changes including the nature of the changes proposed, the expected effects of the changes on employees and any other matters likely to affect employees provided that the Hospital is not required to disclose confidential information that the disclosure of which would be contrary to the Hospital's interests.

45. Continuing Professional Development

45.1 In order to fulfil the continuing professional development requirements of the Nursing and Midwifery Board of Australia and Australian Health Practitioner Regulation Agency, registered nurses and enrolled nurses will be provided access to appropriate training. This training may involve any combination of the following and is subject to management approval:

- (a) writing or reviewing nursing educational materials;
- (b) presenting at or attending workplace education sessions;
- (c) attendance or presentation at external conferences, lectures, seminars or professional meetings; and
- (d) undertaking relevant online or face to face undergraduate or post graduate studies which are relevant to their clinical practice.

46. No Extra Claims

46.1 There shall be no extra claims in relation to wages and conditions for the term of this Agreement.

PART B - MONETARY RATES

Table 1 - Salaries

Column	A	A1	B	B1
First full pay period on or after	Current	Current Hrly Rate	Payable from 1 st pay period on or after 1 st July 2015 (3% increase)	Payable from 1 st pay period on or after 1 st July 2015 Hrly Rate
Assistant In Nursing				
Year 1	776.59	20.4366	799.89	21.0497
Year 2	801.41	21.0897	825.45	21.7224
Year 3	826.51	21.7503	851.31	22.4028
Thereafter	852.38	22.4311	877.95	23.1040
Enrolled Nurse (Without Medication)	975.64	25.6747	1004.91	26.4450
Enrolled Nurse				
Year 1	974.37	25.6413	1003.60	26.4106
Year 2	995.60	26.2000	1025.47	26.9860
Year 3	1016.90	26.7605	1047.41	27.5633
Year 4	1035.65	27.2539	1066.72	28.0716
Year 5 Thereafter	1057.38	27.8258	1089.10	28.6606
Enrolled Nurse – Special Grade	1079.76	28.4147	1112.15	29.2672
Nurse-Undergoing Pre Registration training/ AIN in 3 rd yr of U/G study	931.38	24.5100	959.32	25.2453
Registered Nurse Yr 1	1082.99	28.4997	1115.48	29.3547
Year 2	1139.41	29.9845	1173.59	30.8840
Year 3	1198.28	31.5337	1234.23	32.4797
Year 4	1261.39	33.1945	1299.23	34.1903
Year 5	1323.77	34.8361	1363.48	35.8811
Year 6	1386.53	36.4876	1428.13	37.5823
Year 7	1457.57	38.3571	1501.30	39.5078
Year 8 Thereafter	1517.75	39.9408	1563.28	41.1390
Clinical Nurse Educator	1579.53	41.5666	1626.92	42.8136
Nurse Educator Yr 1	1751.99	46.1050	1804.55	47.4882
YR2	1816.08	47.7916	1870.56	49.2253
YR3	1877.63	49.4113	1933.96	50.8937

Column	A	A1	B	B1
First full pay period on or after	Current	Current Hrly Rate	Payable from 1 st pay period on or after 1 st July 2015 (3% increase)	Payable from 1 st pay period on or after 1 st July 2015 Hrly Rate
YR4	1957.68	51.5179	2016.41	53.0634
Clinical Nurse Specialist	1602.73	42.1771	1650.81	43.4424
Clinical Nurse Consultant	1950.98	51.3416	2009.51	52.8818
NUM Level 1	1914.27	50.3755	1971.70	51.8868
NUM Level 2	2004.75	52.7566	2064.89	54.3393
NUM Level 3	2058.24	54.1642	2119.99	55.7891
Deputy DON	2161.35	56.8776	2226.19	58.5840
DON	2289.31	60.2450	2357.99	62.0524

Table 2 - Other Rates and Allowances

Item	Clause	Allowance	Current	Payable from 1 st pay period on or after 1 st July 2015
		Increase		3 %
1	10.2	In charge hospital day, evening or night shift	35.00	36.05
2	10.3 (a)	On Call (per 24hrs)	28.00	28.84
3	10.3 (b)	On Call – Rostered off (per 24hrs)	48.00	49.44
4	10.3 (c)	On Call during meal break	12.50	12.88
5	10.4	Lead apron allowance (per Hr)	1.80	1.85
6	10.2	In charge ward/unit & hospital	26.00	26.78
7	14.4	Uniforms	5.76	5.93
8	14.4	Shoes	1.98	2.04
9	14.4	Stockings	3.29	3.39
10	14.4	Cardigan or jacket	1.91	1.97
11	14.4	Socks	0.64	0.66
12	16.8	Meal on overtime	16.50	17.00
13	14.4	Laundry (per week)	2.64	2.72

Schedule 2.3 Model consultation term

(regulation 2.09)

Model consultation term

- (1) This term applies if the employer:
 - (a) has made a definite decision to introduce a major change to production, program, organisation, structure or technology in relation to its enterprise that is likely to have a significant effect on the employees; or
 - (b) proposes to introduce a change to the regular roster or ordinary hours of work of employees.

Major change

- (2) For a major change referred to in paragraph (1)(a):
 - (a) the employer must notify the relevant employees of the decision to introduce the major change; and
 - (b) subclauses (3) to (9) apply.
- (3) The relevant employees may appoint a representative for the purposes of the procedures in this term.
- (4) If:
 - (a) a relevant employee appoints, or relevant employees appoint, a representative for the purposes of consultation; and
 - (b) the employee or employees advise the employer of the identity of the representative; the employer must recognise the representative.
- (5) As soon as practicable after making its decision, the employer must:
 - (a) discuss with the relevant employees:
 - (i) the introduction of the change; and
 - (ii) the effect the change is likely to have on the employees; and
 - (iii) measures the employer is taking to avert or mitigate the adverse effect of the change on the employees; and
 - (b) for the purposes of the discussion—provide, in writing, to the relevant employees:
 - (i) all relevant information about the change including the nature of the change proposed; and
 - (ii) information about the expected effects of the change on the employees; and
 - (iii) any other matters likely to affect the employees.
- (6) However, the employer is not required to disclose confidential or commercially sensitive information to the relevant employees.
- (7) The employer must give prompt and genuine consideration to matters raised about the major change by the relevant employees.
- (8) If a term in this agreement provides for a major change to production, program, organisation, structure or technology in relation to the enterprise of the employer, the requirements set out in paragraph (2)(a) and subclauses (3) and (5) are taken not to apply.
- (9) In this term, a major change is *likely to have a significant effect on employees* if it results in:
 - (a) the termination of the employment of employees; or

- (b) major change to the composition, operation or size of the employer's workforce or to the skills required of employees; or
- (c) the elimination or diminution of job opportunities (including opportunities for promotion or tenure); or
- (d) the alteration of hours of work; or
- (e) the need to retrain employees; or
- (f) the need to relocate employees to another workplace; or
- (g) the restructuring of jobs.

Change to regular roster or ordinary hours of work

- (10) For a change referred to in paragraph (1)(b):
 - (a) the employer must notify the relevant employees of the proposed change; and
 - (b) subclauses (11) to (15) apply.
- (11) The relevant employees may appoint a representative for the purposes of the procedures in this term.
- (12) If:
 - (a) a relevant employee appoints, or relevant employees appoint, a representative for the purposes of consultation; and
 - (b) the employee or employees advise the employer of the identity of the representative; the employer must recognise the representative.
- (13) As soon as practicable after proposing to introduce the change, the employer must:
 - (a) discuss with the relevant employees the introduction of the change; and
 - (b) for the purposes of the discussion—provide to the relevant employees:
 - (i) all relevant information about the change, including the nature of the change; and
 - (ii) information about what the employer reasonably believes will be the effects of the change on the employees; and
 - (iii) information about any other matters that the employer reasonably believes are likely to affect the employees; and
 - (c) invite the relevant employees to give their views about the impact of the change (including any impact in relation to their family or caring responsibilities).
- (14) However, the employer is not required to disclose confidential or commercially sensitive information to the relevant employees.
- (15) The employer must give prompt and genuine consideration to matters raised about the change by the relevant employees.
- (16) In this term:

relevant employees means the employees who may be affected by a change referred to in subclause (1).