



## DECISION

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

**Hawkesbury District Health Service Limited**  
(AG2014/8172)

### **HAWKESBURY DISTRICT HEALTH SERVICE LIMITED AND NSWNMA / ANMF NURSING AND MIDWIFERY ENTERPRISE AGREEMENT 2014**

Health and welfare services

DEPUTY PRESIDENT BOOTH

SYDNEY, 8 DECEMBER 2014

*Application for approval of the Hawkesbury District Health Service Limited and NSWNMA / ANMF Nursing and Midwifery Enterprise Agreement 2014.*

[1] An application has been made for approval of an enterprise agreement known as the *Hawkesbury District Health Service Limited and NSWNMA / ANMF Nursing and Midwifery Enterprise Agreement 2014* (the Agreement). The application was made pursuant to s.185 of the *Fair Work Act 2009* (the Act). It has been made by Hawkesbury District Health Service Limited. The agreement is a single-enterprise agreement.

[2] The New South Wales Branch of the Australian Nursing and Midwifery Federation and the New South Wales Nurses and Midwives' Association, 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 these organisations.

[3] 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.

[4] The Agreement is approved and, in accordance with s.54 of the Act, will operate from 15 December 2014. The nominal expiry date of the Agreement is 30 June 2017.



DEPUTY PRESIDENT

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HAWKESBURY DISTRICT HEALTH SERVICE  
HAWKESBURY PRIVATE HOSPITAL

catholic healthcare

*Hawkesbury District Health Service  
Limited and NSWNMA/ANMF*

*Nursing and Midwifery  
Enterprise  
Agreement 2014*



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# **Hawkesbury District Health Service Limited and NSWNMA / ANF Nursing and Midwifery Enterprise Agreement 2014**

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## **A. GENERAL**

### **A1. OBJECTIVES**

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This Agreement encompasses the mission, vision and values of Catholic Healthcare in the workplace. The objectives of this Agreement are to create sustainable and vibrant ministries of care in the workplace by:

- a. ensuring compliance with the law;
- b. improving communication, flexibility, consultation and co-operation at the workplace level between management and staff;
- c. committing to workplace free from bullying and harassment
- d. providing straight-forward, consistent and flexible terms and conditions of employment;
- e. promoting work/life balance and family-friendly initiatives that maintain the Employer's reputation as an employer of choice;
- f. facilitating workplace change that improves the efficiency and effectiveness of service-provision and achieves the Employer's performance goals;
- g. demonstrating commitment to leadership and skills development that ultimately delivers excellence in care services and builds long-term workforce sustainability.

### **A2. NAME OF AGREEMENT**

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This Agreement is an enterprise agreement made under Part 2-4 of the Act and is called the "Hawkesbury District Health Service Limited and NSWNMA / ANMF Nursing and Midwifery Enterprise Agreement 2014".

### **A3. PERSONS BOUND BY THIS AGREEMENT**

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This Agreement will be binding on:

- a. Hawkesbury District Health Service Limited (Employer);
- b. Employees performing work within the Nursing Employment Classifications employed by Hawkesbury District Health Service Limited excluding the classification of Director Of Nursing and Employees employed under the Public Health System Nurses' and Midwives' (State) Award);
- c. the New South Wales Nurses and Midwives' Association; and
- d. the Australian Nursing and Midwifery Federation

### **A4. DATE AND DURATION**

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This Agreement will commence seven days after it is approved by the Fair Work Commission and will operate until its nominal expiry date on 30 June 2017. The parties will commence negotiations on a successor for this Agreement at least six months before its nominal termination date.

## **A5. RELATIONSHIP WITH POLICIES, LEGISLATION AND AWARDS**

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- a. This Agreement will be read as a stand-alone Agreement to the exclusion of all other Awards and Agreements.
- b. Employees are required to perform their duties in accordance with the Act, this Agreement, and policies and procedures determined by the Employer from time to time. Such policies and procedures do not form part of this Agreement.
- c. The National Employment Standards apply to Employees covered by this Agreement, except where this Agreement provides for a more favourable outcome for the Employee in a particular respect.

## **A6. CONSULTATION AND INTRODUCTION TO CHANGE**

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- a. This clause applies if the Employer proposes a change that is likely to have a significant effect on Employees of the enterprise
- a. The Employer must notify the relevant Employee of the decision to introduce major change
- b. The relevant Employees may appoint a representative including a union representative for the purposes of the procedures in this term.
- c. If a relevant Employee or relevant Employees;
  - (i) appoints a representative for the purposes of consultation; and
  - (ii) the Employee informs the Employer of the identity of the representative;The Employer must recognise the representative.
- d. As soon as practicable after the Employer decides to propose the change the Employer must:
  - (i) Discuss with the relevant Employees:
    - (a) the introduction of the change; and
    - (b) the effect the change is likely to have on the Employees; and
    - (c) measures the Employer is taking to avert or mitigate the adverse effect of the change on the Employees; and
  - (ii) for the purposes of the discussion — provide, in writing, to the relevant Employees:
    - (a) all relevant information about the change including the nature of the change proposed; and
    - (b) information about the expected effects of the change on the Employees; and
    - (c) any other matters likely to affect the Employees.
- e. However, the Employer is not required to disclose confidential or commercially sensitive information to the relevant Employees.
- f. The Employer must give prompt and genuine consideration to matters raised about the major change by the relevant Employees.
- g. If a clause 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 sub clauses (b), (c) and (e) are taken not to apply.

- h. In this term, a major change is **likely to have a significant effect on Employees** if it results in:
- i. the termination of the employment of Employees; or
  - ii. major change to the composition, operation or size of the Employer's workforce or to the skills required of Employees; or
  - iii. the elimination or diminution of job opportunities (including opportunities for promotion or tenure); or
  - iv. the alteration of hours of work and or remuneration
  - v. the need to retrain Employees; or
  - vi. the need to relocate Employees to other work or location
  - vii. the restructuring of jobs; or
  - viii. change to an Employee's classification or major change in their duties or roster pattern; or
  - ix. A change in the mode of engagement or status of employment; or removal of any positions due to redundancy; or
  - x. Any other restructuring process that impacts on their employment.

#### Consultation about changes to rosters or hours of work

- i. Where an employer proposes to change an employee's regular roster or ordinary hours of work, the employer must consult with the employee or employees affected and their representative, if any, about the proposed change, the Employer must:
- i. provide to the employee or employees affected and their representative, if any, information about the proposed change (for example, information about the nature of the change to the employee's regular roster or ordinary hours of work and when that change is proposed to commence);
  - ii. invite the employee or employees affected and their representatives, if any, to give their views about the impact of the proposed change (including any impact in relation to their family or caring responsibilities); and
  - iii. give consideration to any views about the impact of the proposed change that are given by the employee or employees concerned and/or their representatives.
- j. The requirement to consult under this clause does not apply where an employee has irregular, sporadic or unpredictable working hours.
- k. These provisions are to be read in conjunction with other Agreement provisions concerning the scheduling of work and notice requirements.

#### **A7. DISPUTE RESOLUTION**

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- a. In the event of a dispute in relation to any matter, under this Agreement or the NES, the agreed dispute resolution procedure is:

##### Step 1:

The parties to the dispute will attempt to genuinely resolve the dispute at the workplace level by discussions between the Employee/s concerned and the relevant Supervisor. If this does not resolve the dispute, the Employee/s concerned and more senior levels of management will attempt to genuinely resolve the dispute by discussions.

### Step 2:

If the dispute is unable to be resolved at the workplace, and all agreed steps for resolving it have been taken, the dispute may be referred by either party to the Fair Work Commission.

### Step 3:

The parties agree that the Fair Work Commission shall have the power to do all such things as are necessary for the just resolution of the dispute including mediation, conciliation and finally arbitration.

Where the matter in dispute remains unresolved, the FWC may exercise any method of dispute resolution permitted by the Act that it considers appropriate to ensure the settlement of the dispute.

The decision of the arbitrator will bind the parties, subject to either party exercising rights of appeal against the decision if the dispute has been arbitrated by Fair Work Commission.

- b. While the dispute resolution procedure is being conducted, work will continue as normal unless an Employee has a reasonable concern about an imminent risk to the employee's health or safety.
- c. The parties may appoint another person, union, organisation or association to accompany or represent them in relation to the dispute.
- d. The term "party" or "parties" referred to in this clause means the Employer and/or the Employee/s and their union representative, if any, as the context requires

## **A8. WORKLOAD MANAGEMENT PROCESS**

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- a. The Employer is committed to ensuring staffing levels are appropriate in order to ensure the delivery of quality patient care and a safe working environment.
- b. The parties agree that existing flexibility in respect to staffing will be maintained. The current practice of staffing based on collaboration between nursing administration and ward/unit management will continue on a shift by shift basis, reasonable workloads will be determined by taking into account occupancy, nursing hours per patient day, patient acuity and skill mix.
- c. Should a nurse in a ward or unit feel the workload is unreasonably heavy; the nurse should immediately discuss their concerns with their Nursing Unit Manager. Out of hours the matter should be referred to the After Hours Nurse Manager.
- d. If a solution cannot be identified by the NUM and the staff member or After Hours Nurse Manager, Deputy Director Clinical Operations and the staff member, the nurse should put their concerns in writing and refer the matter to the Director of Clinical Services for further discussion.
- e. Further communication and any proposed solution will be recorded in writing and provided to the employees within 72 hours

## **A9. NO EXTRA CLAIMS**

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This Agreement settles all claims in relation to the terms and conditions of employment of the Employees and the parties will not pursue any extra claims during the term of this Agreement.



## B. DEFINITIONS

### B1. GENERAL DEFINITIONS

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For the purposes of this Agreement:

**Act** means the *Fair Work Act 2009* (as amended) and includes the Regulations (or its replacement or successor).

**Agreement** means this Enterprise Agreement, that is, the Hawkesbury District Health Service Limited and NSWNMA / ANF Nursing and Midwifery Enterprise Agreement 2014.

**Average Occupied Beds** for the purpose of ascertaining the adjusted daily average of occupied beds of a hospital, each newly born baby will count as one half patient and 700 registered outpatients per annum will count as one occupied bed. The average will be taken for the twelve months ended on the 30 June in each and every year and such average will relate to the salary of the succeeding year. Each Employer will furnish to the Association, by prepaid letter posted on or before the 31 July in each year, a statement in writing showing the adjusted daily average of occupied beds for the twelve months ending on the preceding 30 June.

**Basic periodic rate of pay** means the Employee's contracted hourly rate of pay as varied from time to time and does not include loadings, allowances, penalty rates or any other similar separately identifiable entitlements.

**Board** means the Nurses' and Midwives' Board and shall also be taken to mean the Australian Health Practitioners Agency.

**Day Worker** means an Employee 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 10.00 am otherwise than as part of the shift system.

**Employee** means a person employed by the Employer and covered by this Agreement.

**Employer** means Hawkesbury District Health Service Limited.

**Employment Classifications** means the Employment Classifications set out in Section E of this Agreement.

**Experience** in relation to a trainee enrolled nurse, enrolled nurse, or assistant in nursing/midwifery means experience before and/or after the commencement of this Agreement whether within Australia or elsewhere and in the case of a trainee enrolled nurse, enrolled nurse or assistant in nursing/midwifery 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 will be 1976 hours of employment.

**Immediate family** means, consistent with the Fair Work Act 2009 (Cth):

- a. a spouse, de facto partner, child, parent, grandparent, grandchild or sibling of the employee including a former, de facto or former de facto spouse of the same or different sex), child (including a stepchild, or adopted, ex-nuptial or adult child), parent (including foster parent, legal guardian), grandparent, grandchild or sibling of the Employee;
- b. a child (including a stepchild, or adopted child, ex-nuptial or adult child), parent (including foster parent, legal guardian), grandparent, grandchild or sibling of a

spouse or de facto partner (including a former, de facto or former de facto spouse of the same or different sex of the Employee.

**National Employment Standards (NES)** means the National Employment Standards as contained in *Fair Work Act 2009 (Cth)*, as varied from time to time..

**Ordinary hours** means the hours specified in Clause F1 of this Agreement.

**Public Holidays** mean: New Years Day; Australia Day; Good Friday; Easter Saturday; Easter Monday; Easter Sunday; Anzac Day; Queen's Birthday; Labour Day; Christmas Day; Boxing Day; and

An additional public holiday at the election of the Employer to a day between Christmas and New Year or a suitable date agreed between the Employer and the NSW Nurses' Association; and

any other day or half day declared by or in accordance with the Public Holidays NSW Act 2010 (or its successor) as a public holiday or a local event day within the area in which the hospital is situated.

**Regulations** mean the *Fair Work Regulations 2009* (as amended) (or its replacement or successor).

**Service** for the purpose of Clauses E1(a) and E2, Salaries, means service before or after the commencement of this Agreement in Australia or elsewhere as a registered nurse, provided that all service recognised prior to the commencement of this Enterprise Agreement will continue to be recognised.

To the foregoing will 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 will count as service.

A reference to the New South Wales College of Nursing in this Enterprise Agreement will 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 will be 1976 hours of employment.

**Shift Worker** means an Employee who is not a Day Worker as defined.

**Standard** means the National Employment Standards .

**Shift definitions**

<b>Shift</b>	<b>Commencement Time</b>
Early morning shift	From 4.00am and before 6.00am
Day shift	From 6.00am and before 10.00am
Morning shift	From 10.00am and before 1.00pm
Afternoon shift	From 1.00pm and before 4.00pm
Night Shift	From 4.00pm and before 4.00am

**Union** means the New South Wales Nurses and Midwives' Association and the Australian Nursing and Midwifery Federation.

## **C. EMPLOYMENT RELATIONSHIP**

### **C1. ENGAGEMENT**

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The Employer must write to each Employee stating their terms of engagement, and in particular whether they are a full-time, part-time, casual or maximum term Employee.

### **C2. EMPLOYMENT SCREENING**

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- a. The Employee will participate in all relevant employment screening required to be undertaken due to legislative requirements, including, where applicable, National Criminal Record Checks and Working with Children Checks. The costs involved in any such screening procedures should be borne by the Employer with the exception of the costs associated with attaining a Working With Children Check after June 2013.
- b. The Employee will be required to disclose to the Employer all things that are required to be disclosed under Board registration requirements or other legislative requirements.
- c. The Employee will disclose to the Employer any notifiable disease or conditions that they are required to disclose under Board registration requirements or other legislative requirements.

### **C3. MEDICAL EXAMINATION OF NURSES**

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On commencement of employment the Employee will be notified of the availability of the following provisions which the Employer will provide at the request of the Employee:

- a. For protection against tuberculosis:
  - Before a nurse commences duty, a PA chest x-ray examination of the nurse unless a radiologist's report of a normal chest x-ray taken within the previous six months is available.
  - As soon as practicable after the nurse commences duty, a Mantoux test on the nurse, then where the Mantoux test is negative, immunisation with BCG vaccine; where the Mantoux test is positive (otherwise than as a result of BCG vaccination), referral to a chest clinic for assessment.
  - A Mantoux test annually to -
    - i. previously Mantoux-negative nursing staff;
    - ii. nursing staff whose Mantoux reaction has been converted by BCG vaccination.
  - A chest x-ray annually to nursing staff whose Mantoux reaction is positive (otherwise than as a result of BCG vaccination).
  - Where a nurse has been caring for open tuberculosis cases, a PA chest x-ray examination of the nurse one year after completion of employment.
- b. For protection against other communicable diseases:
  - where a nurse has not had a complete course of immunisation against diphtheria, tetanus, poliomyelitis, measles, mumps and hepatitis, immunisation against those diseases;
  - booster immunisation against tetanus at 10-year intervals;
  - a rubella antibody test and, where a nurse has a negative result, rubella immunisation.

- c. For protection against radiation exposure, nurses required to work in close proximity to a source of ionising radiation should be provided with a film badge or personal radiation dosimeter, and a record should be maintained of the radiation exposure measured by such film badge or dosimeter.
- d. In addition the employer will provide vaccinations for diseases such as influenza where required.
- e. The costs involved in the various screening and protection procedures should be borne by the Employer.

#### **C4. PROBATION**

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- a. Employees (other than casual Employees) will be subject to a three month probationary period.
- b. If an Employee is absent from work during the probationary period for any reason, the probationary period may be extended by a period equal to the period of the absence by notice in writing.
- c. If the Employer is not satisfied with the Employee's performance during the probationary period, the Employer may extend the probationary period for a further period of up to three months by notice in writing.
- d. Probationary periods do not affect, and are separate to, the minimum employment period in the Act.

#### **C5. EMPLOYMENT CATEGORIES**

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- a. Employees may be employed in any of the following employment categories:
  - Permanent (Full-Time or Part-Time)
  - Maximum Term (Full-Time or Part-Time)
  - Casual
- b. A **Full-Time Employee** is employed to work either a full-time week of 38 hours or an average of 38 hours over a four-week period.
- c. A **Part-Time Employee** is employed to work a regular number of hours of less than 38 hours per week averaged over a fortnight. The Employer and the Employee will agree in writing the guaranteed minimum hours.

A Part-Time Employee will accrue entitlements provided for in this Agreement, s on a pro-rata basis in the same proportion as their ordinary hours of work bear to full-time hours.

- d. A **Maximum Term Employee** is employed for a maximum term for a specific task or project on either a full time or part time basis for a period of three months or more. Salary Packaging is available to Maximum Term employees (Refer to Clause H3).

The Employer may employ Maximum-Term employees where such employment is necessary to meet the genuine operational requirements of the Employer, including, but not limited to:

- The temporary replacements of Employees on leave (including parental leave);
- Limited term funding arrangements;
- Long-term relief;
- Anticipated service reductions;

- The temporary provision of specialist skills that are required within the organisation;
  - To fill short-term vacancies during the recruitment and selection process resulting from the cessation of employment of a permanent Employee
- e. A **Casual Employee** is employed on an hourly basis:
- a. as and when required basis;
- will be paid for actual time worked;
  - is not entitled to payment for public holidays not worked, nor payment for paid leave of any type (other than long service leave), nor leave loading and severance payments; and
  - is not covered by Clause F13 - Rosters;
  - is eligible in some limited circumstances for unpaid parental leave in accordance with the National Employment Standards (see clause 67 of the *Fair Work Act 2009* for more detail).
  - can be terminated by notice to the end of the current shift worked.
  - Clause F3(a) – Minimum Hours and H1 (c) – casual loading also apply.

#### **C6. ANNUAL REVIEW OF HOURS FOR PART-TIME AND CASUAL EMPLOYEES**

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- a. A Part-Time Employee may request the Employer to review their hours of work once each year. Where the Employee is regularly working more than their specified contract hours at the request of the Employer, the contract hours will be reasonably adjusted by the Employer taking into account the following:
  - the operational requirements;
  - the pattern of hours;
  - whether the increase in hours is as the direct result of an Employee being absent on leave;
  - whether the increase in hours is due to a temporary increase in hours, for example, because of the specific needs of a client or service.

The need to review the minimum hours will be initiated by the Employee in writing, based on their period of employment and their desire to have the contracted hours reviewed.

- b. A Casual Employee who has worked on a regular and systematic basis over a period of 26 weeks has the right to request conversion to permanent employment:
  - on a full-time basis where the Employee has worked on a full-time basis throughout the period of casual employment; or
  - on a part-time basis where the Employee has worked on a part-time basis throughout the period of casual employment. Such contract 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.

The Employer may consent to or refuse the request, but must not unreasonably withhold agreement to such a request taking into account the following:

- the operational requirements;

- the pattern of hours;
- whether the increase in hours is as the direct result of an Employee being absent on leave;
- whether the increase in hours is due to a temporary increase in hours, for example, because of the specific needs of a resident, patient, service or client.

#### **C7. LABOUR FLEXIBILITY AND MIXED FUNCTIONS**

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- a. An Employee may be directed to carry out duties that are within the limits of the Employee's skill, competence and training, and use the tools and equipment required, provided the Employee has the relevant skills and competence and has been properly trained. Any such direction issued by the Employer will 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 and clients.

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 C7. b (below).

- b. Except, as provided for in subclauses C7 c. and C7 d., Employees will not be required to perform, as a matter of routine, the following duties, viz: 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 will not preclude the employment of Employees on any of such duties in an isolation block or where the performance of those duties involves disinfection.
- c. Nothing in subclause C7a. of this clause will preclude an Employee from being required to perform all or any of the specified duties during the first thirteen weeks of training or experience, as the case may be.
- d. Nothing in subclause a. of this clause will preclude any Employee from being required to perform all or any of the specified duties at any time when domestic staff is not available to perform them; provided that the Employer has made all reasonable efforts to obtain domestic staff.

#### **C8. UNION WORKPLACE REPRESENTATIVES' LEAVE**

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- a. The Employer 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.
- b. The Employer will recognise workplace representatives from the NSW Nurses and Midwives' Association.
- c. A workplace representative shall be released to attend the NSW Nurses and Midwives' Association Annual Conference, training or seminars to a maximum of three days paid leave in a calendar year with the following conditions:
- two weeks period of notice provided to the Employer
  - the taking of leave is arranged having regard to the operational requirements of the Employer
  - this leave shall be paid at the ordinary time rate of pay and shall count as service for all purposes for this Agreement

## **D. FLEXIBLE WORK ARRANGEMENTS**

### **D1. INTRODUCTION**

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The Employer is committed to being a responsive, flexible organisation providing excellent care to its residents, patients, and clients. Support will be given to Employees in balancing their work and life commitments as far as practicable, taking into consideration the Employee's personal situation and the operational needs of the Employer. It is recognised that balancing these needs will create a more effective, productive and harmonious workplace.

Work Life Balance initiatives include:

- Part-time work;
- Career breaks;
- Job-share;
- 'Purchased' extra leave;
- Paid maternity and adoption leave;
- Flexible return to work options;
- Transition to retirement for mature-aged Employees.

### **D2. FLEXIBLE WORK ARRANGEMENTS**

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An employee who is

- a parent, or who has the responsibility for the care, of a child under school age or child with a disability, or
- has a disability
- a primary carer
- is 55 years or older
- experiencing family or domestic violence, or
- caring for or supporting an immediate family or household member or household member who requires care and support because of family or domestic violence

has a right to request Flexible Working Arrangements as outlined in the NES. These flexible working arrangements may include changes in the hours of work, request to work part time, changes in the patterns of work and changes in the location of work

### **D3. FLEXIBLE WORK PATTERNS**

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Employees who do not fit the eligibility criteria to request flexible working arrangements under the NES have the opportunity to request flexible working arrangements to suit their personal circumstances. After receiving a written request, the Employer may agree to temporarily change the pattern of working hours of the Employee on the following terms:

1. The Employer cannot be compelled to agree to such a request;
2. The arrangement must not change or affect any other Employee's number or pattern of working hours unless by mutual agreement between the Employees concerned;

For operational reasons, the Employer may require the Employee to revert to the original work pattern.

### **D4. INDIVIDUAL FLEXIBILITY**

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- a. Notwithstanding any other provision of this Agreement, an Employer and an individual Employee may agree to vary the application of certain terms of this Agreement to meet



the genuine individual needs of the Employer and the individual Employee. The terms the Employer and the individual Employee may agree to vary the application of are those concerning:

- Arrangements for when work is performed in relation to:
  - i.the timing of breaks;
  - ii.time off in lieu of overtime; and
  - iii.penalty rates.
- overtime and penalty rates in respect to DDON;
- the inclusion of allowances in base salary; and
- the inclusion of leave loading in base salary.

It is anticipated that any agreement would result from the Employee requiring the change to accommodate personal circumstances. Any such change will not financially disadvantage other Employees.

- b. The Employer must ensure that the terms of the individual flexibility arrangements:
  - are about permitted matters under Section 172 of the Act; and
  - are not unlawful terms under Section 194 of the Act; and
  - result in the Employee being better off overall than the Employee would be if no arrangement was made.
- c. The Employer and the individual Employee must have genuinely made the agreement without coercion or duress.
- d. The agreement between the Employer and the individual Employee must:
  - be confined to a variation in the application of one or more of the terms listed in subclause (a) ; and
  - result in the Employee being better off overall than the Employee would have been if no individual flexibility agreement had been agreed to.
- e. The agreement between the Employer and the individual Employee must also:
  - be in writing, name the parties to the agreement and be signed by the Employer and the individual Employee and, if the Employee is under 18 years of age, the Employee's parent or guardian;
  - state each term of this agreement that the Employer and the individual Employee have agreed to vary;
  - detail how the application of each term has been varied by agreement between the Employer and the individual Employee;
  - 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
  - state the date the agreement commences to operate.
- f. The Employer must give the individual Employee a copy of the Agreement and keep the agreement as a time and wages record.
- g. Except as provided in sub clause (a) the agreement must not require the approval or consent of a person other than the Employer and the individual Employee.
- h. An Employer 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 Employer

must take measures, including translation into an appropriate language, to ensure the Employee understands the proposal.

- i. The agreement may be terminated:
  - by the Employer 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
  - at any time, by written agreement between the Employer and the individual Employee.

## **E. EMPLOYMENT CLASSIFICATIONS**

### **E1. INTRODUCTION**

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- a. Where classification levels are divided into increments, Employees may progress through these increments upon meeting the set criteria.
- b. The Employer must advise Employees of their Employment Classification at the commencement of this Agreement, at the start of their employment and upon appointment to a different Employment Classification.

### **E2. RECOGNITION OF SERVICE AND EXPERIENCE**

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- a. The Employer will recognise service and experience with another Employer for the purposes of classifying Employees in Employment Classifications where there are progression criteria. Progression criteria is defined in the definition of Service in Clause B2 and in Schedule Two Rates of Pay.
- b. The Employer will recognise the prior service and experience, and/or the concurrent service of an Employee with other employers, upon production of documentary evidence satisfactory to the Employer.

The Employer will notify Nursing Employment Classification Employees in writing of the requirements of this clause at the time of commencement of employment. If the Employer does not so notify the Employee then the requirements of this clause will not commence until the Employer does so notify the Employee.

The Employee's new classification will apply from the date the evidence is received by the Employer.

An Employee 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 three months of that entitlement arising. If that proof is so provided the nurse will be paid at the higher rate as and from the particular date. If the documentary evidence is provided outside that three month period the Employee will be paid at the higher rate only from the date of proof.

The Employee's classification will be back-dated for prior service if the evidence is received by the Employer within three months of the Employee's initial engagement.

- c. A Registered Nurse or Enrolled Nurse who has trained outside Australia will be paid as a Registered Nurse or Enrolled Nurse as from the date the Employee notifies the Employer in writing that the Employee is eligible for registration or enrolment as a Registered Nurse or Enrolled Nurse. An Employee seeking recognition of training outside Australia must make application for registration within seven days after being notified that the Employee is eligible for registration.

### E3. CLASSIFICATION DESCRIPTORS

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#### 1. GENERAL EMPLOYMENT CLASSIFICATIONS

The following employment classifications apply to this Agreement:

Nursing	
Assistant in Nursing	
Enrolled Nurse – without Medication qualifications	
Enrolled Nurse	
Enrolled Nurse- Special Grade	
Nurse undergoing pre-registration training	
Registered Nurse/Midwife	
Clinical Nurse/Midwifery Specialist	Level 1
	Level 2
Clinical Nurse/Midwifery Educator	
Nurse/Midwifery Educator	
Nursing/Midwifery Consultant	
Nursing/Midwifery Unit Manager	Level 1
	Level 2
	Level 3
Senior Nurse/Midwifery Educator	
Deputy Director of Clinical Operations	

The Employment Classifications are not intended to, and do not constitute the full position descriptions for each position. Position requirements, and not individual qualifications, will be the primary determination of an Employee's appropriate Employment Classification.

The following Employment Classifications and definitions apply to this Agreement:

#### **Assistant in Nursing/Midwifery**

An Employee, other than a registered nurse, student nurse, or enrolled nurse, who is employed in nursing/midwifery duties in a hospital.

#### **Enrolled Nurse (previously known as Enrolled Nurse (Medication Endorsed))**

An Employee enrolled by the Board as such.

#### **Enrolled Nurse without medication qualification (previously known as Enrolled Nurse)**

An Employee on enrolled by the Board as such but who has the following notation on their license: "does not hold Board approved qualifications in the administration of medications" attached to their enrolment.

**Enrolled Nurse (Special Grade)** means an Enrolled Nurse with an Advanced Certificate qualification and a minimum of six years full time equivalent post enrolment experience in the relevant clinical area. Such a nurse is appointed to a position established by the Employer.

#### **Registered Nurse**

An Employee registered by the Board as a Registered Nurses and/or Registered Midwife.

#### **Clinical Nurse/Midwifery Specialist**

An Employee 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 four years' post-basic registration experience, including three years' experience in the relevant specialist field and who satisfies the following criteria:

- Actively contributes to the development of clinical practice in the ward/unit/service
- Acts as a resource and mentor to others in relation to clinical practice; and
- Actively contributes to their own professional development

The Clinical Nurse Specialist Grade 1 is a personal grading.

### **Clinical Nurse Specialist Level 2**

Means: a Registered Nurse/Midwife appointed to a position classified as such with relevant post-registration qualifications and at least 3 years experience working in the clinical area of their specified post-graduate qualification.

The Clinical Nurse Specialist/Clinical Midwife Specialist Grade 2 classification encompasses the Clinical Nurse Specialist/Clinical Midwife Specialist Grade 1 role criteria and is distinguished from a Clinical Nurse Specialist/Clinical Midwife Specialist Grade 1 by the following additional role characteristics:

- Exercises extended autonomy of decision making;
- Exercises professional knowledge and judgement in providing complex care requiring advanced clinical skills and undertakes one of the following roles:
  - leadership in the development of nursing specialty clinical practice and service delivery in
  - the ward/unit/service; or a specialist clinical practice across a small or medium sized health facility/sector/service; or
  - primary case management of a complete episode of care; or
  - primary case management of a continuum of specialty care involving both inpatient and
  - community based services; or
  - an authorised extended role within the scope of Registered Nurse/Midwifery practice.

The CNS/CMS Grade 2 is an established position which must be created and filled on merit with adherence to the role, education, experience and performance criteria as defined in the Agreement.

### **Nursing/Midwifery Unit Manager**

An Employee who is a registered nurse in charge of a ward or unit or group of wards or units in a hospital will include:

#### **Nursing/Midwifery Unit Manager Level 1**

Responsibilities include:

<b>Unit</b>	<b>Element</b>
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
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
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/Midwifery Unit Manager Level 2**

Responsibilities in relation to patient services, ward or unit management and staff management are in excess of those of a Nursing/Midwifery Unit Manager Level 1.

#### **Nursing/Midwifery Unit Manager Level 3**

Responsibilities in relation to patient services ward or unit management and staff are in excess of those of a Nursing/Midwifery Unit Manager Level 2.

### **Clinical Nurse/Midwifery Educator**

An Employee 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 level. The Clinical Nurse/Midwifery Educator may cater for the delivery of clinical nurse/midwifery education in the ward or within the education unit level.

A nurse will achieve Clinical Nurse/Midwifery 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/Midwifery Specialist as a specialist resource and the Clinical Nurse/Midwifery Consultant in the primary role of clinical consulting, researching etc.

### **Nurse/Midwifery Educator**

An Employee that is 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/Midwifery Educator.

A Nurse/Midwifery Educator is responsible for the development, implementation and delivery of nursing education programmes within a hospital or group of hospitals. Nurse education programmes means 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.

An Employee appointed to a position of Nurse/Midwifery Educator who holds relevant tertiary qualification in education or tertiary postgraduate specialist clinical nursing/midwifery qualifications must commence on the 3rd year rate of the salary scale.

An Employee appointed as the sole nurse/midwifery educator for a hospital or group of hospital shall be paid at the 3rd year rate of the salary scale.

Incremental progression for Nurse/Midwifery Educators' must be on completion of 12 months' satisfactory service subject that progression must not be beyond the 3rd year rate unless the Employee possesses the qualifications detailed in the two previous paragraphs. Employee's appointed to the 3rd year rate by virtue of paragraphs 3 and 4 above may progress to the 4th year rate after completion of 12 months' satisfactory full time service.

### **Senior Nurse/Midwifery Educator**

An Employee that is a registered nurse with a post registration certificate or appropriate qualifications, who has, or is working towards recognised tertiary qualifications in education or equivalent and has demonstrated experience and skills in the field of education appointed to a position of Senior Nurse/Midwifery Educator.

A Senior Nurse/Midwifery Educator is responsible for one or more Nurse/Midwifery Educators in the planning, co-ordination, delivery, and evaluation of educational programmes such as post registration certificate courses, continuing nurse/midwifery education, new graduate orientation, post registration enrolled nurses courses and where applicable general staff development courses either on a hospital or group of hospitals basis.

Incremental progression will be on completion of 12 months' satisfactory service.

### **Clinical Nurse/Midwifery Consultant**

An Employee that is a registered nurse appointed as such to the position, who has at least five years post-basic registration experience and who has in addition approved post-basic nursing/midwifery qualifications relevant to the field in which they are appointed or such other qualifications or experience deemed appropriate by the Employer.

**Assistant Director of Nursing/Midwifery**

An Employee that is a registered nurse appointed as such in a hospital where the adjusted daily average of occupied beds is more than 99 and includes a person appointed as the nurse in charge during the evening, night, weekends and public holidays.

An Employee appointed to be a registered nurse in charge of all theatres, where there are four or more major theatres in regular use.

**Deputy Director of Clinical Operations**

An Employee must be appointed in hospitals with adjusted daily averaged of occupied beds as specified hereunder:

Less than 40 beds - a Deputy Clinical Operations except where

- the Registered Nurses at the hospital are all given the same duties and no Registered Nurse is delegated Deputy Director of Clinical Operations duties; and
- the Director of Nursing perceives no requirement for a Deputy Director of Clinical Operations to be employed.

40 beds and over but less than 75 beds - a Deputy Director of Clinical Operations except where

- at least two full time equivalent Nursing Unit Managers are employed; and
- the Director of Nursing perceives no requirement for a Deputy Director of Clinical Operations to be employed.

75 beds and over but less than 150 beds - a Deputy Director of Clinical Operations.

150 beds and over - a Deputy Director of Clinical Operations Nursing, and one or more Assistant Directors of Nursing.

## F. HOURS OF WORK

### F1. ORDINARY HOURS OF WORK

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- a. The ordinary hours of work for Day Workers must not be worked over more than:
- 76 hours per fortnight on more than 10 days; or
  - 152 hours per four weeks on more than 19 days;
- and are to be worked Monday to Friday inclusive and to commence at or after 6.00 am and before 10.00 am.
- b. The ordinary hours of work for Shift Workers in each roster cycle must not exceed:
- 76 hours per fortnight; or
  - 152 hours per four weeks.
- c. The shift length or ordinary hours of work per day will be a maximum of ten hours exclusive of meal breaks.
- d. Except for breaks for meals the hours of duty each day will be continuous.

### F2. ARRANGEMENT OF HOURS

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- a. Employees are entitled to be free from duty on four full days in each fortnight or two full days in each week. Every effort will be made for these days to be consecutive, unless otherwise agreed.
- b. Employees must not work more than seven consecutive shifts. At the request of an Employee, the Employer and the Employee may agree to an Employee working more than seven consecutive shifts.
- c. Employees must not be employed on night duty for a longer period than eight consecutive weeks, unless agreed by the Employer. After having served a period of night duty an Employee must 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.

Applies to:
<input checked="" type="checkbox"/> Full-Time
<input checked="" type="checkbox"/> Part-Time
<input type="checkbox"/> Casual

### F3. MINIMUM HOURS FOR PART TIME AND CASUAL EMPLOYEES

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- a. Casual Employees will receive a minimum payment of two hours at the employee's basic periodic rate of pay for each start in respect of ordinary hours of work.
- b. Part Time Employees will receive a minimum payment of three hours at the employee's basic periodic rate of pay for each start in respect of ordinary hours of work
- c. The Employer will ensure there is provision for handover between Registered Nurses at the commencement of each shift to inform of any changes to a resident's or patient's health status.

Applies to:
<input checked="" type="checkbox"/> Part-Time
<input checked="" type="checkbox"/> Casual

### F4. BANKING OF HOURS

---

- a. A full time or part time Employee may, by agreement made daily, weekly or fortnightly with their Nurse/Midwifery Unit Manager :



- i. work less than their daily, weekly or fortnightly rostered or contracted hours and work those hours at a later date; or
  - ii. 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 (i) above.
- b. An Employee who works less than their rostered or contracted hours will 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.
  - c. An Employee who works more than their rostered or contracted hours will not receive payment for any weekend or shift penalties that would otherwise have been due for that extra time worked.
  - d. Time debited or credited under these arrangements will all be at ordinary time, i.e. an hour for an hour.
  - e. An Employee may not have more than 76 hours in debit or credit at any point in time.
  - f. Employees who have hours in debit must be given first option to work additional hours prior to the use of casual Employees.
  - g. The Employer must keep detailed records of all hours credited and debited to Employees under these arrangements. Employees must have full access to these records.
  - h. On termination of Employment the employer must pay the Employee for all hours in credit and may deduct from termination pay the value of any hours in debit.
  - i. Either party will have the right to terminate an agreement under this clause with two weeks' notice.

**F5. MINIMUM BREAKS BETWEEN SHIFTS**

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- a. Unless otherwise agreed, Employees must receive a minimum break of eight hours between shifts.
- b. Employees must not work more than two quick shifts within a period of seven days. A quick shift is an evening shift which is followed by a morning shift.
- c. Where an Employee has not been provided with the appropriate break between shifts and the Employee's next rostered shift is due to commence:
  - without loss of pay the Employee will be released either before or after their shift so they have the appropriate break; or
  - if the Employee agrees to work without the appropriate break, the Employee will be paid until they are released from duty at overtime rates as set out in clause F.F9.
  - once released from duty the Employee will be entitled to be absent from work until they have had their appropriate break without loss of pay for the working time occurring during such an absence.

<b>Applies to:</b>	
<input checked="" type="checkbox"/>	Full-Time
<input checked="" type="checkbox"/>	Part-Time
<input checked="" type="checkbox"/>	Casual

**F6. BREAKS**

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a. Employees are entitled to paid rest breaks each working day as follows:

- An employee who works less than 7.6 hours is entitled to one 10 minute break in each four hours , or
- An employee who works more than 7.6 hours is entitled to two 10 minute breaks. With the agreement of the Employer, an employee may take this time as a single twenty minute break, or one ten minute break and be allowed to proceed off duty 10 minutes before the completion of the normal shift finishing time.

<b>Applies to:</b>
<input checked="" type="checkbox"/> Full-Time
<input checked="" type="checkbox"/> Part-Time
<input checked="" type="checkbox"/> Casual

Rest breaks will count as working time.

b. Employees are entitled to an unpaid meal break of between 30 and 60 minutes each working day.

Employees must not be required to work more than five hours before taking the meal break. Individual Employees may request to extend this limit to six hours

Meal breaks will not count as time worked.

c. An Employer must provide the Employee with either a meal or a meal allowance (as set out in Schedule Three) if the Employee is required to work overtime for more than two hours and such overtime goes beyond:

- 7:00am on a Night Shift;
- 1:00pm on an Early morning shift, Morning shift or Day shift;
- 6:00pm on an Afternoon Shift.

d. An Employee required to work overtime following on the completion of their normal shift for more than two hours must be allowed twenty minutes for the partaking of a meal and a further twenty minutes after each subsequent four hours of overtime. All such time must be counted as time worked; provided that benefits of this subclause must 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.

e. An Employee recalled to work overtime after leaving the Employer's premises and who is required to work for more than four hours will be allowed twenty minutes for the partaking of a meal and a further twenty minutes after each subsequent four hour's overtime; all such time shall be counted as time worked.

f. The meals referred to in subclauses F6 c. & F6 d. will 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 Schedule Two will be paid to the Employee concerned.

g. 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 this Clause will apply.

h. If an Employee is recalled to duty during a meal break, they will be paid at overtime rates for the total period of the meal break.

**F7. ALLOCATED DAYS OFF**

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a. The Employer will provide the opportunity for Full-Time Employees to access Allocated Days Off (ADOs) by accruing:

- 0.4 of an hour for every eight hours worked per day; or

<b>Applies to:</b>
<input checked="" type="checkbox"/> Full-Time
<input type="checkbox"/> Part-Time
<input type="checkbox"/> Casual

- 0.5 of an hour for every ten hours worked per day.

The Employee will be entitled to 12 ADOs each year.

- b. The Employee is entitled to be paid their basic periodic rate of pay on the ADO on the basis of 7.6 hours per day.
- c. The Employer will grant an ADO at a time requested by the Employee and having regard to the operational needs of the Employer.
- d. Where possible and by mutual agreement:
  - the ADO will be consecutive with the days not rostered for duty (but will not be rostered on public holidays);
  - the ADO must be taken as one whole day and not a part thereof, preferably one ADO per month;
  - no more than five ADOs may be accumulated and taken in conjunction with the Employee's annual leave or at another agreed time.
- e. The Employer values its Employees' work-life balance and encourages Employees to use ADOs for the purposes of rest and recreational pursuits. When six ADOs are accrued, the Employer may direct the Employee to take an ADO in the following period after consulting with the Employee about a suitable time. If the Employer does direct an Employee to take an ADO, the Employee may request that an ADO be included in the roster for the next period. The Employer will not refuse such a request.
- f. ADOs are accrued, at the normal rate, for the following:
  - personal/carer's leave;
  - public holidays;
  - compassionate leave;
  - study leave;
  - time in lieu.
- g. The following types of leave or absence *do not* accrue ADOs:
  - ADO
  - annual leave (the base four weeks);
  - long service leave;
  - paid and unpaid parental leave;
  - leave without pay;
  - workers compensation.
- h. Once set, the additional days off may not be changed except in accordance with the provisions of Clause F13, Rosters.

#### **F8. REASONABLE ADDITIONAL HOURS**

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- a. The operational requirements of the Employer will, on occasion, require some Employees to work reasonable additional hours.
- b. All hours worked over an average of 76 ordinary hours per fortnight will be additional hours.
- c. All hours worked by Part-Time Employees beyond their contracted number of hours will be additional hours for the purpose of this clause.

- d. All additional hours worked by the Employee and approved by the Employer will be paid in accordance with this Agreement.
- e. An Employee may be required to work the additional hours unless the hours are unreasonable taking into account:
  - any risk to the Employee's health and safety that might reasonably be expected to arise if the Employee worked the additional hours;
  - the Employee's personal circumstances including any family responsibilities;
  - the operational requirements of the workplace of the Employer;
  - the notice (if any) given by the Employer of the additional hours and by the Employee of their intention to refuse to work the additional hours;
  - whether any of the additional hours are on a public holiday;
  - the Employee's hours of work over the four weeks ending immediately before the Employee is required or requested to work the additional hours; and
  - any other relevant matter.

**F9. OVERTIME**

- a. All overtime (including time in lieu of overtime) must be agreed to by the Employer prior to such overtime being worked.
- b. All hours worked by Employees outside the ordinary hours will be paid at their basic periodic rate of pay at:
  - time and one-half (150%) for the first two hours and then double time (200%);
  - double time (200%) for all overtime worked on Sunday; or
  - double time and one-half (250%) for all overtime worked on Public Holidays.
- c. Casual Employees will be entitled to overtime for hours in excess of 76 hours per fortnight. The payments for overtime are inclusive of the casual loading and not in addition to the casual loading as set out in clause H1.
- d. Part-Time Employees will be entitled to overtime for work in excess of the rostered daily ordinary hours of work prescribed for the majority of full time Employees on that shift. Where there are no Full Time Employees on that shift, the rostered ordinary hours of work will be eight hours.
- e. An Employee , other than a casual employee, who works so much overtime between the termination of their ordinary work on one day and the commencement of their ordinary work on the next day, that they have not had at least 8 consecutive hours off duty between those times, will 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.
- f. If, on the instruction of the Employer, an Employee , resumes or continues to work without having had 8 consecutive hours off duty, they will be paid at the rate of double time until released from duty for such period. The Employee will then be entitled to be absent until they have had 8 consecutive hours off duty without loss of pay for rostered ordinary hours during the absence.
- g. Employees who are recalled to work overtime after leaving the Employer's place of work must be paid:

<b>Applies to:</b>
<input checked="" type="checkbox"/> Full-Time
<input checked="" type="checkbox"/> Part-Time
<input checked="" type="checkbox"/> Casual

- a minimum of four hours at the applicable overtime rate (and Employees will not be required to work the full four hours if work is completed earlier); and
  - the lesser of the actual travel expenses incurred to return to work or the allowance set out in Item 7 of Schedule Two where the Employee elects to use the Employee's own vehicle.
- h. For the purposes of assessing overtime:
- each day stands alone; and
  - where overtime worked is continuous and extends beyond midnight, all overtime hours will be considered as one day.

#### **F10. TIME IN LIEU OF OVERTIME**

- a. Time off in lieu of overtime (Time in Lieu) must be agreed to and pre-approved before being worked, by the Employer.
- b. Instead of receiving payment for authorised overtime, Employees may be compensated by way of Time in Lieu on the following basis:

<b>Applies to:</b>
<input checked="" type="checkbox"/> Full-Time
<input checked="" type="checkbox"/> Part-Time
<input checked="" type="checkbox"/> Casual

- Employees cannot be compelled to take Time in Lieu and an Employer cannot be compelled to agree to provide the Employee with Time in Lieu;
- Time in Lieu is taken on the basis of one hour for each hour of overtime worked;
- Payment for Time in Lieu is to be paid at the basic periodic rate of pay plus applicable shift and weekend allowances in accordance with Clause F11 as if the time was worked when taking such Time in Lieu;
- The Employer must maintain records of all Time in Lieu owing and taken by Employees.
- Where no election is made, the Employee will be paid overtime rates in accordance with this Agreement.
- Time in Lieu must be taken within four months of it being accrued at a mutually agreed time. Where it is not possible to take Time in Lieu within the four month period, it is to be paid out at the appropriate overtime rate based on the rates applying at the time payment is made. The Employer can compel an Employee to take TIL before four months has passed from the date when TIL was accrued.

#### **F11. SHIFT AND WEEKEND WORK**

- a. Full Time Employees, (and Part Time or Casual Employees where their rostered shifts commence prior to 6.00am or finish after 6.00pm) are entitled to the following **shift allowances** calculated on their basic periodic rate of pay for shifts rostered:

<b>Applies to:</b>
<input checked="" type="checkbox"/> Full-Time
<input checked="" type="checkbox"/> Part-Time*
<input checked="" type="checkbox"/> Casual*

\*Applies to some Part-Time and Casual Employees

<b>Shift</b>	<b>Commencement Time</b>	<b>Allowance</b>
Early morning shift	From 4.00am and before 6.00am	10%
Day shift	From 6.00am and before 10.00am	No allowance
Morning shift	From 10.00am and before 1.00pm	10%
Afternoon shift	From 1.00pm and before 4.00pm	12.5%

Shift	Commencement Time	Allowance
Night Shift	From 4.00pm and before 4.00am	15%

Casual Employees are entitled to the casual loading in clause H1 and the allowances above, where applicable.

- b. Employees are entitled to the following weekend allowances calculated on their basic periodic rate of pay for ordinary hours worked on a weekend:

Day	Allowance
Saturday (midnight Friday to midnight Saturday)	Time and one-half (150%)
Sunday (midnight Saturday to midnight Sunday)	Time and three-quarters (175%)

Weekend allowances are paid instead of shift allowances and casual loadings, where applicable.

- c. Where an Employee works hours which would entitle that Employee to payment for more than one of the allowances payable in accordance with the overtime, public holidays, shift and penalty provisions of this Agreement, only the highest of any such allowance will be payable.

## F12. PUBLIC HOLIDAYS

- a. The parties acknowledge that the nature of the work performed by the Employee, the type of employment and the nature of the Employer's workplace will require some Employees to work on Public Holidays.

Applies to:
<input checked="" type="checkbox"/> Full-Time
<input checked="" type="checkbox"/> Part-Time
<input checked="" type="checkbox"/> Casual

- b. Public Holidays will be observed on the following days:
- New Years Day; Australia Day; Good Friday; Easter Saturday; Easter Sunday; Easter Monday; Anzac Day; Queen's Birthday; Labour Day; Christmas Day; Boxing Day; and
  - An additional public holiday at the election of the Employer on a day between Christmas and New Year or a suitable date agreed between the Employer and the NSW Nurses Association; and
  - any other day or half day declared by or in accordance with the Public Holidays Act 2010 (or its successor) as a public holiday or a local event day within the area in which the hospital is situated.
- c. Ordinarily, an Employee, other than a Full Time Shift Worker, is entitled to a day off on a Public Holiday. However, an Employee who is required to and does work on any Public Holiday, will be paid double time and a half (250%) of their basic periodic rate of pay for the hours worked. This amount is instead of all other applicable allowances and loadings.
- d. A Full Time Shift Worker who is required to work on a public holiday will be paid, in addition to the to the appropriate ordinary rate of pay, one half time extra for the time actually worked on such a holiday. Such payment will 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.
- e. An Employee other than one covered by subclause c. directly above who is required to and does work on any Public Holiday will be paid double time and a half (250%) of their basic periodic rate of pay for the hours worked. This amount is instead of all other applicable allowances and loadings. Alternatively, if the employee elects, the employee will be paid half-time extra (50%) for all time worked in addition to the weekly rate and have one ordinary working day added to the period of annual leave. This additional annual leave shall not attract the annual leave loading.
- f. This request must be made on each Employee's anniversary date and cannot be changed during that year.

- g. Where a Public Holiday falls on a rostered day off of a Shift Worker, the Employee will be paid one day's pay in addition to the basic periodic rate of pay.

### **F13. ROSTERS**

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- a. At least two weeks prior to the start of the roster period, the ordinary hours of work including commencement and finishing times for Shift Workers must be:
- displayed on a roster in a place accessible to Employees (including by electronic means); or
  - communicated to the Employee in writing
- b. Wherever possible and taking into account operational requirements, the Employer will ensure that a Part-Time Employee's hours are evenly spread. In the case of a permanent part-time Employee whose hours are balanced over four weeks, the roster will be displayed where practicable, at least four 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.
- c. The Employer is not obliged to display or communicate any roster of ordinary hours of work for Casual Employees or relieving staff.
- d. 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 will be as mutually arranged.
- e. Prior to the date of the changed shift, such change of roster will be notified verbally or in writing to the Employee concerned.
- f. An Employee may change their roster at short notice, with the agreement of their nurse/midwifery unit manager or Director of Nursing for any reasonable ground.
- g. 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.
- h. Where an Employee is entitled to an allocated day off duty, such day is to be shown on the roster of hours for that Employee.
- i. All rosters will be retained for at least seven years.
- j. Where the alteration requires a Full-Time Employee to work on a day which would have been the Employee's day off, the Employee may elect to;
- be paid at overtime rates; or
  - take time in lieu at a time agreed between the Employee and the Employer.

<b>Applies to:</b>
<input checked="" type="checkbox"/> Full-Time
<input checked="" type="checkbox"/> Part-Time
<input checked="" type="checkbox"/> Casual

## **G. ALLOWANCES**

### **G1. SHIFT, WEEKEND AND PUBLIC HOLIDAY ALLOWANCES**

---

- a. The allowances applicable to shift work and work on weekends are set out in Clause F11 above.
- b. The allowance applicable to work on public holidays is set out in clause F12 above.

<b>Applies to:</b>
<input checked="" type="checkbox"/> Full-Time
<input checked="" type="checkbox"/> Part-Time
<input checked="" type="checkbox"/> Casual



### **G2. IN-CHARGE ALLOWANCE**

---

- a. A Registered Nurse in charge of a shift in a ward or unit during the day, evening or night in the absence of the Nursing Unit Manager, will be paid an amount as set out in Item 5. An Employee who is designated to be in charge during a shift will be paid the allowance set out in Item 5 of Schedule Two, per shift.
- b. A Registered Nurse in charge of a hospital having a daily average of occupied beds of less than 100 beds during the day, evening or night, must be paid an amount as set out in Item 4 of Schedule Two per shift.
- c. A Registered Nurse who is designated to be in-charge of a ward or unit when the Nursing Unit Manager is not rostered for duty and who is also designated to be in-charge of a hospital with less than 100 beds during the day, evening or night on the same shift will be paid an allowance per shift of the sum set out in Item 6 of Schedule Two. This subclause will only apply where the registered nurse is in charge of one or more other nurses in the ward or unit in question.
- d. In the Emergency Department only, the Registered Nurse who is designated the responsibility of Team Leader on the roster will be paid an allowance per shift of the sum set out in Item 24 of Schedule Two.
- e. This subclause will not apply to registered nurses holding classified positions of a higher grade than that of registered nurse.
- f. An Employee who receives the In-charge Allowance is not eligible for the Higher Duties Allowance.

### **G3. VEHICLE/TRAVELLING ALLOWANCE**

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- a. Subject to the Employer being satisfied that the Employee has incurred the expenses:
- Where an Employee is called upon and agrees to use the Employee's private vehicle for work-related travel, the Employee will be paid the allowance set out in Item 7 of Schedule Two; or
  - Where an Employee is required to use public transport for work-related travel, the Employee is to be reimbursed the actual expenses reasonably incurred for such travel.
- b. An Employee sent for duty to a place other than the Employee's regular place of duty must be paid for all excess travelling time at the appropriate rate of pay and reimbursed excess travelling expenses.
- c. In accordance with the Employer's Motor Vehicle Policy, the Employer will provide reimbursement up to the amount specified in the policy in the event of loss or damage to their vehicle that was sustained while it was being used for work purposes.

### **G4. UNIFORMS AND LAUNDRY ALLOWANCE**

---

- a. Subject to (c) below, sufficient suitable and serviceable uniforms will be supplied free of cost, to each Employee required to wear them. An Employee to whom a new uniform or part of a uniform has been supplied by the Employer, who fails to return the



corresponding article last supplied, will not be entitled to have such article replaced without payment for it at a reasonable price, in the absence of a satisfactory reason for the loss of such article or failure to produce such uniform or part thereof.

- b. Upon termination, an Employee will return any uniform or part thereof supplied by the Employer, which is still in use by the Employee, immediately prior to leaving.
- c. In lieu of supplying a uniform or uniform item where required to an Employee, the Employer will pay the Employee the weekly allowance set out in Items 8 to 12 of Schedule Two to this Agreement according to the applicable item number as and when required. Uniform items include shoes, cardigan or jacket, stockings and socks.
- d. If the uniforms of an Employee are not laundered at the expense of the Employer, the sum per week set out in Item 13 of Schedule Two to this Agreement will be paid to the said Employee. Provided that the payment of such laundry allowance will not be made to any Employee on absences exceeding one week.
- e. An Employee who works less than 38 hours per week will be entitled to the allowances prescribed by this clause in the same proportion as the average hours worked each week bears to 38 ordinary hours.
- f. Each Employee whose duties require them to work in a hazardous situation with or near machinery will be supplied with appropriate protective clothing and equipment.
- g. Where an Employee is required to change into a uniform or a specified type of garment at the Employer's premises they will be allowed ten minutes for such a purpose and such time will be counted as working time and paid for as such.

#### **G5. ON CALL ALLOWANCE**

---

- a. An Employee is on call if the Employee agrees to make themselves ready and available to return to work at short notice while off duty.
- b. For hours on-call on a day before an employee is scheduled to have a day off or on a day when they are rostered off, he or she will be paid the greater of:
  - A minimum amount for the whole period of on-call (less than 24 hours) shown as Item 16 in Schedule Two or
  - An amount calculated by multiplying the number of hours on-call by the hourly rate shown as Item 17 in Schedule Two).
- c. For hours on-call on a day other than as described in b. above an Employee will be paid the greater of :
  - A minimum amount for the whole period of on-call (less than 24 hours) shown as Item 14 in Schedule Two ; or
  - An amount calculated by multiplying the number of hours on-call by the hourly rate shown in Item 15 in Schedule Two.
- d. An Employee who is directed to remain on call during a meal break will be paid the meal break allowance in Item 18 of Schedule Two.
- e. Where an Employee is on call, leaves the workplace and is recalled to duty, the Employee shall be reimbursed reasonable travel expenses incurred or the allowance in Item 7 of Schedule Two where the Employee elects to use the Employee's own vehicle.
- f. Where an Employee on call leaves the workplace and is recalled to duty, the Employee must be paid a minimum of four hours at the applicable overtime rate. Employees will not be required to work the full four hours if work is completed earlier.
- g. On Call Allowance will not be payable for same time period where the Employee is paid overtime.

#### **G6. CONTINUING EDUCATION ALLOWANCE**

---

- a. An Employee who has completed a higher education qualification that is additional to the qualification relevant for registration or enrolment, will be paid the allowance in Items 19 to 22 of Schedule Two subject to the following:

- Allowances will be payable as follows:

<b>Classification</b>	<b>Qualification</b>	<b>Allowance</b>
Registered Nurse	Post-graduate certificate (not a hospital certificate)	Item 19
Registered Nurse	Post-graduate diploma or degree (not nursing undergraduate)	Item 20
Registered Nurse	Master's degree or doctorate	Item 21
Enrolled Nurse	Certificate IV qualification (unless this upgrades the qualification leading to enrolment)	Item 22

- The Employer must accept that the qualification is directly relevant to the competency and skills used by the Employee in the duties of their position;
  - An Employee is only entitled to one allowance, being the allowance of the highest monetary value;
  - An Employee must provide evidence to the Employer that they hold that qualification;
  - The allowance is not included in the Employee's basic periodic rate of pay;
  - Part-Time and Casual Employees are entitled to the allowance on a pro-rata basis.
- b. This clause applies to Enrolled Nurses, Registered Nurses, Nurse Educator and Clinical Nurse Educators, but does not apply to:
- Clinical Nurse Specialist or Clinical Nurse Consultants.

#### **G7. HIGHER DUTIES ALLOWANCE**

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- a. An Employee who is called upon to:
- fully relieve an employee in a higher classification (unless the Employee is a Day Worker absent for less than three consecutive days or the Employee is on an ADO); or
  - act in a vacant position of a higher classification;
- is entitled to receive a higher duty allowance equal to the minimum payment for the higher classification for the period.
- b. The provisions above will not apply where the duties of the position involve being in charge of the facility during the period in question.

#### **G8. LEAD APRON ALLOWANCE**

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An Employee required to wear a lead apron must be paid an allowance as set out in Item 23 of Schedule Two for each hour or part thereof that they are required to wear the said apron.

## H. REMUNERATION AND BENEFITS

### H1. REMUNERATION

---

- a. An Employee's remuneration will be paid fortnightly in arrears by electronic transfer in accordance with the Act and Regulations.
- b. Full-Time and Part-Time Employees are entitled to be paid the basic periodic rate of pay in Schedule Two for the appropriate Employment Classification for all ordinary hours worked.
- c. Subject to clause H1.d below, Casual Employees are entitled to be paid the basic periodic rate of pay in Schedule Two for the appropriate Employment Classification plus casual loading of 25% for all hours worked
- d. The casual loading is paid in lieu of, and to compensate for, all benefits such as leave, notice, redundancy and other entitlements that do not apply to casual employees.
- e. The exception is for weekends and public holidays, where allowances listed under F11.b (for weekends) and F12.d (public holidays) are payable.

Applies to:
<input checked="" type="checkbox"/> Full-Time
<input checked="" type="checkbox"/> Part-Time
<input checked="" type="checkbox"/> Casual
<input type="checkbox"/> Trainees

### H2. SALARY INCREASES

---

- a. The Employer is committed to providing salary increases that reward Employees for their efforts and that are aligned to industry standards.
- b. Salary increases for the life of the Agreement are defined in Schedule One.

Applies to:
<input checked="" type="checkbox"/> Full-Time
<input checked="" type="checkbox"/> Part-Time
<input type="checkbox"/> Casual

### H3. SALARY PACKAGING

---

- a. The Employer has made salary packaging arrangements available for those Employees who wish to take advantage of the benefits.
- b. Employees (except Casual Employees) are able to package and structure their remuneration in accordance with the Employer's Salary Packaging Policy.
- c. If existing taxation law is changed and that change impacts salary packaging arrangements, the Employer may decide to discontinue the arrangements.
- d. The Employer will give at least three months written notice of any change or cancellation to the salary packaging arrangements.
- e. Employees will have the Superannuation Guarantee Contribution (SGC) calculated on their gross salary prior to the application of any remuneration packaging arrangements.

Applies to:
<input checked="" type="checkbox"/> Full-Time
<input checked="" type="checkbox"/> Part-Time
<input type="checkbox"/> Casual

### H4. SUPERANNUATION

---

- a. The Employer will make superannuation contributions to an approved complying superannuation fund nominated by the Employee in accordance with the Superannuation Guarantee (SG) legislation as varied from time to time.
- b. Should an Employee fail to nominate a fund, the Employer will make superannuation contributions into the My Super Product provided by the Health Employees Superannuation Trust Australia (HESTA).
- c. The Employer supports those Employees who wish to make voluntary contributions to superannuation. Employees may contribute an agreed portion or an agreed amount of their pre-tax salary to their nominated superannuation fund.

Applies to:
<input checked="" type="checkbox"/> Full-Time
<input checked="" type="checkbox"/> Part-Time
<input checked="" type="checkbox"/> Casual

### H5. SALARY ADJUSTMENTS

---

On termination, the Employer may withhold from any payment due to the Employee any amount owed by the Employee to the Employer with the written agreement of the relevant Employee. The withholding or deduction must be authorised in writing by the Employee. The Employer will notify the Employee in writing of the amount owed and the recovery process.

Applies to:
<input checked="" type="checkbox"/> Full-Time
<input checked="" type="checkbox"/> Part-Time
<input checked="" type="checkbox"/> Casual

# I. LEAVE

## 11. LEAVE ENTITLEMENTS

- a. Employees are entitled to the leave provided in the Act and this Agreement (as set out below) and such leave will be administered in accordance with the Employer's policies.
- b. For all periods of authorised paid leave, Employees are entitled to be paid their basic periodic rate of pay.
- c. Part-Time Employees are entitled to leave on a pro-rata basis.
- d. Casual Employees have no entitlement to leave other than unpaid personal leave, long service leave and eligible casual employees as defined by the Act have an entitlement to unpaid parental leave.

<b>Applies to:</b>
<input checked="" type="checkbox"/> Full-Time
<input checked="" type="checkbox"/> Part-Time
<input checked="" type="checkbox"/> Casual

## 12. ANNUAL LEAVE

- a. Full Time Shift Workers are entitled to six weeks annual leave.
  - For the purpose of the additional weeks of annual leave provided by the NES, a shiftworker is defined as : an employee who is not a Day Worker as defined in Section B Definitions of this Agreement:
- b. All other Employees are entitled to four weeks annual leave to be taken at a time that is mutually agreeable between the Employee and the Employer.
- c. If the Employee is rostered to work their ordinary hours of work on Sundays and/or public holidays is entitled to additional paid leave ("counter leave") per annum as follows:

<b>Applies to:</b>
<input checked="" type="checkbox"/> Full-Time
<input checked="" type="checkbox"/> Part-Time
<input type="checkbox"/> Casual

Shifts worked on Sundays and/or public holidays per annum	Additional Paid Leave ("counter leave")
3 shifts or less	Nil
4-10 shifts	one day
11-17 shifts	two days
18-24 shifts	three days
25-31 shifts	four days
32 or more	five days

provided that an Employee may elect to be paid, when proceeding on annual leave, 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.

- d. The Employer may direct an Employee to:
- take two weeks annual leave where they have accrued a balance of more than eight weeks; or
  - take leave during a period of low patient activity or in the event of an emergency affecting continuity of hospital operation.

If directed to take excessive leave, the Employer will provide the Employee with written notification of their leave balance and will be asked how and when they will take leave to reduce this balance, including by the submission of an annual leave form. Alternative arrangements may be put in place by the Employer if an Employee is building leave balances in planning for a significant personal occasion or event (such as travel, maternity, or another special occasion).

- e. Annual leave credited to an Employee may be cashed out as per the NES and is subject to the following conditions
- the Employee must elect in writing to receive pay in lieu of an amount of annual leave;
  - the Employee must be paid at least the full amount that would have been payable to the Employee had the employee taken the leave including annual leave loading that the Employee has forgone; and
  - the Employee's remaining accrued annual leave entitlement is at least four weeks.

### 13. ANNUAL LEAVE LOADING

- a. Full-Time and Part Time Employees are entitled to annual leave loading of the greater of:

- 17.5% of the Employees basic periodic rate of pay on a maximum of 152 hours / four weeks annual leave per annum; or
- any shift and weekend allowances that they would have been paid had they not been on leave.

Applies to:
<input checked="" type="checkbox"/> Full-Time
<input checked="" type="checkbox"/> Part-Time
<input type="checkbox"/> Casual

- b. Upon termination, an Employee is entitled to be paid leave loading for any accrued but untaken leave. .
- c. Annual leave loading is payable for periods of cashed out Annual Leave.

### 14. PAID PERSONAL LEAVE (SICK AND CARER'S LEAVE)

- a. Full-Time Employees are entitled to 10 days paid personal leave in accordance with the NES.

- b. Personal leave is either:

- sick leave taken by an Employee who is not fit for work because of a personal illness or injury affecting an employee, or
- carer's leave taken by an Employee to provide care or support to a member of the Employee's immediate family or household who requires care or support because of an illness or injury of the member or an unexpected emergency affecting the member.

- c. Any unused personal leave accrues each year.
- d. An Employee may apply to access sick leave to be paid the difference between the amount received as workers compensation and basic periodic rate of pay for a period of 26 weeks. Accrued sick leave will be reduced by the same proportion as the difference between the worker's compensation payment and full pay. Upon the conclusion of 26

Applies to:
<input checked="" type="checkbox"/> Full-Time
<input checked="" type="checkbox"/> Part-Time
<input type="checkbox"/> Casual

week, the Employee's entitlement to workers compensation will be that provided in worker's compensation legislation.

#### **15. UNPAID PERSONAL LEAVE**

---

Once an Employee's entitlement to paid personal leave has been exhausted, Employees are entitled to up to two days unpaid carer's leave per occasion in accordance with the NES.

<b>Applies to:</b>
<input checked="" type="checkbox"/> Full-Time
<input checked="" type="checkbox"/> Part-Time
<input checked="" type="checkbox"/> Casual

#### **16. FAMILY VIOLENCE LEAVE**

---

a. The Employer is committed to providing workplace support to Employees experiencing Family Violence.

- The leave entitlements provided in Clauses 14 and 15, Paid Personal Leave and Unpaid Personal Leave, may be used by Employees experiencing family violence.
- The Employee may request flexible working arrangements subject to operational requirements, including changes to working times and leave without pay.
- Family Violence means Domestic Violence as defined in the Crimes (Domestic and Personal Violence) Act 2007.

<b>Applies to:</b>
<input checked="" type="checkbox"/> Full-Time
<input checked="" type="checkbox"/> Part-Time
<input type="checkbox"/> Casual

#### **17. COMPASSIONATE LEAVE**

---

a. Employees are entitled to compassionate leave for the purposes of spending time with a person who is a member of the Employee's immediate family or household and has a personal illness, or injury, that poses a serious threat to their life; or after the death of a member of the Employee's immediate family or household.

<b>Applies to:</b>
<input checked="" type="checkbox"/> Full-Time
<input checked="" type="checkbox"/> Part-Time
<input checked="" type="checkbox"/> Casual

b. Full Time or Part Time Employees are eligible for up to three day's paid compassionate leave per permissible occasion.

c. Casual Employees are entitled to unpaid compassionate leave of up to 3 days per permissible occasion.

d. If any additional compassionate leave is required, then Employees may apply to utilise any other form of leave as appropriate or apply for leave without pay.

#### **18. UNPAID PARENTAL LEAVE**

---

a. Parental leave comprises maternity leave, paternity leave and adoption leave.

b. The NES provides Employees with an entitlement to 12 months unpaid parental leave with the ability to request an extension of unpaid parental leave for a further period of up to 12 months immediately following the end of the available parental leave period. In addition this Agreement provides for paid parental leave which can be taken within the period of 12 months that the NES proscribes for unpaid parental leave.

<b>Applies to:</b>
<input checked="" type="checkbox"/> Full-Time
<input checked="" type="checkbox"/> Part-Time
<input checked="" type="checkbox"/> Casual*

\*Applies to eligible casual employees

#### **19. PAID PARENTAL LEAVE**

---

a. Employees are entitled to paid parental leave in accordance with the Employer's policy and with the Federal Government's Paid Parental Scheme.

b. The Employer will provide an eligible employee with the following paid parental leave:

- nine weeks paid leave to the birth mother or to the initial primary carer of an adopted child; or

<b>Applies to:</b>
<input checked="" type="checkbox"/> Full-Time
<input checked="" type="checkbox"/> Part-Time
<input type="checkbox"/> Casual

- one week paid leave to the partner of a birth mother or partner of an initial primary carer of an adopted child; as appropriate, at the Employee's basic periodic rate of pay from the date the leave commences.
- c. Superannuation Guarantee payments will be paid on all periods of paid parental leave.
- d. Employees are eligible for paid parental leave if they have completed at least 12 months continuous service prior to the expected date of birth, or prior to taking custody of the child.
- e. Paid parental maternity and adoption leave may be paid in advance in a lump sum, paid fortnightly or may be paid as half-pay over eighteen weeks or may be taken as half-pay over eighteen weeks.
- f. The period of parental leave will be less than 52 weeks if the Employee, or the Employee's spouse, takes any other authorised leave such as authorised parental leave.
- g. The employee may request an extension of parental leave of up to 12 months.

#### **110. LONG SERVICE LEAVE**

- a. An Employee's entitlement to long service leave shall be in accordance with the provisions of this Agreement and the *Long Service Leave Act 1955 (NSW)* provided that should this Agreement provide less than the legislation, the legislation will apply.
- b. Employees are entitled to long service leave after completing seven years of continuous service.
- c. Employees are entitled to:

<b>Applies to:</b>
<input checked="" type="checkbox"/> Full-Time
<input checked="" type="checkbox"/> Part-Time
<input checked="" type="checkbox"/> Casual

<b>Completed years of continuous service</b>	<b>Long Service Leave Entitlement</b>
7 years	6.066 weeks
10 years	8.66 weeks
15 years	An additional 4.33 weeks
Each 5 years thereafter	An additional 6.5 weeks

- d. If an Employee has completed seven but less than 10 years of continuous service, the Employee is entitled to a proportionate amount of long service leave on the basis of 4.333 weeks for each five years of service.
- e. When an Employee takes a period of long service leave, the Employer will pay the Employee their basic periodic rate of pay in respect of the period of leave.
- f. Employees are required to give the Employer four weeks' written notice of their intention to take their long service leave entitlement.
- g. After the Employee has more than 10 weeks long service leave, the Employer may direct the Employee to commence a period of long service leave due to them on the provision of four weeks' written notice and having regard to the needs of the workplace

- h. The Employee may take a period of long service leave due to them either in a lump sum or in separate periods. The minimum period of long service leave is one week. Long service must be taken as whole week
- i. An Employee with an entitlement to long service leave may elect to access their entitlement on double pay. Where an Employee does elect to take long service leave at double pay, then for the period so elected, twice the number of weeks in that period will be deducted from the long service leave entitlement.
- j. When an Employee elects to access their long service leave on double pay, all other leave entitlements will accrue at the Employee's ordinary rate during that period.
- k. If an Employee's employment is terminated and the Employee has completed five or more years continuous service with the Employer, the employee will be entitled to be paid a proportionate amount of their Long Service Leave entitlement.
- l. Employees who have accrued long service leave prior to this Agreement will retain that accrued long service leave entitlement.
- m. Casual Employees are entitled to access these provisions in accordance with the *Long Service Leave Act 1955 NSW* (as amended).

#### **111. "PURCHASED" EXTRA LEAVE (PEL)**

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- a. The Employer may offer Permanent Employees the opportunity to "purchase" up to an additional two weeks of leave each year. Purchased leave enables an Employee to access additional leave in a given year in exchange for a proportional reduction in their salary over 12 months and is treated as leave without pay.
- b. An Employee wishing to purchase leave must elect in writing by 1 June each year, if they wish to purchase extra leave and, if so, whether the leave purchased will be one or two weeks. Under such an agreement the Employee's salary will be reduced at the rate of 1.92% for each week of leave purchased.
- c. Annual leave entitlements will always be exhausted before the Employee's purchased leave will be accessed.
- d. All purchased leave must be accessed over the 12 month period (i.e. by 30 June each year). If any leave purchased is not used at the end of a 12 month period, or the Employee wishes to cease the arrangement, the foregone salary (if any) will be re-credited and paid to the Employee.
- e. Superannuation entitlements will be calculated on the pre-reduction salary and leave loading does not apply to purchased leave.
- f. Any overpayment of purchased leave may be withheld as a salary adjustment under clause H6 of this Agreement.

<b>Applies to:</b>
<input checked="" type="checkbox"/> Full-Time
<input checked="" type="checkbox"/> Part-Time
<input type="checkbox"/> Casual

#### **112. LEAVE WITHOUT PAY**

---

- a. Leave without pay is available only in exceptional circumstances when all accrued leave has been exhausted. The requirements and circumstances for leave without pay must be discussed with, and approved by, the Employer, whose approval may be withheld at their absolute discretion.
- b. If a period of leave without pay exceeds fourteen days, the entire period of leave without pay will not count for service-based entitlements including long service, personal, annual leave or redundancy.

<b>Applies to:</b>
<input checked="" type="checkbox"/> Full-Time
<input checked="" type="checkbox"/> Part-Time
<input type="checkbox"/> Casual



### **113. COMMUNITY SERVICES LEAVE**

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Community service leave (including jury service) and voluntary emergency management is provided for in the National Employment Standards.

### **114. EMERGENCY VOLUNTEER LEAVE**

---

Where an Employee is a volunteer of a recognised emergency management body, including State Emergency Services and the Rural Fire Service, and is called upon as an emergency volunteer where a declared emergency or natural disaster occurs, the Employee is entitled to up to three days paid leave in any period of twelve months.

<b>Applies to:</b>
--------------------

- |   |
|---|
| <input checked="" type="checkbox"/> Full-Time |
| <input checked="" type="checkbox"/> Part-Time |
| <input type="checkbox"/> Casual               |

- a. An Employee is required to provide notice of the absence as soon as practicable and provide evidence of attendance from the emergency organisation
- b. Leave in excess of three days as above will be determined in accordance with the entitlements in the **National Employment Standards**
- c. Employees may utilise any other forms of leave as appropriate or apply for leave without pay

### **115. CEREMONIAL LEAVE**

---

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

### **116. LEAVE FOR DEFENCE FORCE RESERVE SERVICE**

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- a. The Employer supports employees who are members of the Australian Defence Force (ADF) Reserves and will grant leave without pay for up to ten working days in each calendar year. Such leave will not break continuity of service.
- b. The Employee will notify the Employer at the earliest practicable opportunity, with written ADF notification of the training or activity together with an application for leave.

<b>Applies to:</b>
--------------------

- |   |
|---|
| <input checked="" type="checkbox"/> Full-Time |
| <input checked="" type="checkbox"/> Part-Time |
| <input type="checkbox"/> Casual               |

## **J. STAFFING AND DEVELOPMENT**

### **J1. TRAINING**

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- a. Employees will be given ongoing training as necessary, relevant to their roles and responsibilities.
- b. Where practicable, training must be provided to Employees during their normal rostered hours of work. Where it is not:
  - Employees will attend training outside their normal rostered working hours when required to do so by the Employer;
  - The Employer must provide Employees with two (2) weeks notice of the requirement to attend training outside of their normal rostered working hours;
  - Where an Employee attends training they will be paid in accordance with this Agreement, together with the Vehicle/Travelling Allowance (Clause G3) for the travel time that is in excess of the time normally taken for the Employee to attend work.
  - Any fulltime or part time employee required to work outside the ordinary hours of work shall be paid at overtime rates.
  - Training must be arranged so Full-Time Employees receive a minimum break as set out in Clause F5. Where practicable, similar arrangements should also be made available to all other Employees.

### **J2. PROFESSIONAL DEVELOPMENT AND STUDY LEAVE**

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- a. The Employer is committed to providing and supporting training and educational opportunities to ensure that Employees are able to meet the Employer's best practice objectives.
- b. Further staff development can be achieved through a formal course of study at a recognised institution, or developmental activities such as management or executive programs, conferences and seminars.
- c. Consistent with the above, Employees can make application for up to five days paid study leave per year for courses related to work and approved by the Employer. Such leave is not applicable to Casual Employees, will not accrue year to year and will be pro-rated for Part-Time Employees.

## K. TERMINATION OF EMPLOYMENT

### K1. RESIGNATION

Employees may resign from their employment by giving the following notice:

Employee	Notice
Casual Employee	To the end of the current shift
All other Employees	Two weeks

**Applies to:**

- Full-Time
- Part-Time
- Casual

### K2. TERMINATION ON NOTICE

a. The Employer may terminate the Employee's employment by giving the following written notice or payment in lieu, of such notice:

Employee's period of continuous service	Notice
Not more than 1 year	At least one week
More than 1 year but not more than 3 years	At least two weeks
More than 3 years but not more than 5 years	At least three weeks
More than 5 years	At least four weeks

**Applies to:**

- Permanent
- Fixed Term
- Casuals

If the Employee is over 45 year of age and has completed at least two years of continuous service with the Employer, the Employee is entitled to an additional 1 week's notice.

b. The Employer may terminate the employment of a Casual Employee by giving notice to the end of the current shift worked.

c. The Employer may terminate the employment of an Employee during the probationary period by giving one week's written notice, or payment in lieu, of such notice.

### K3. SUMMARY TERMINATION (WITHOUT NOTICE)

The Employer may, without notice, summarily dismiss an Employee at any time for serious misconduct or wilful disobedience. Payment is up to the time of dismissal only.

**Applies to:**

- Permanent
- Fixed Term
- Casual

### K4. ABANDONMENT OF EMPLOYMENT

a. Where an Employee is absent from work, the onus is on the Employee to notify the Employer as soon as possible on the day of absence.

b. Where the Employee is absent from work for a continuous period of two working days without the consent of, and without notification to the Employer, the Employer may inform the Employee in writing that unless the Employee provides a satisfactory explanation for her or his absence within two days of the receipt of such a request, the Employee will be considered to have abandoned their employment.

**Applies to:**

- Permanent
- Fixed Term
- Casuals

**K5. REDUNDANCY**

a. Redundancy occurs where the Employer has made a definite decision that the Employer no longer wishes the job the Employee has been doing to be done by anyone and this is not due to the ordinary and customary turnover of labour.

<b>Applies to:</b>
<input checked="" type="checkbox"/> Full-Time
<input checked="" type="checkbox"/> Part-Time
<input type="checkbox"/> Casual

b. Upon termination of the Employee's employment due to redundancy, the Employer will pay the Employee the following severance payment:

- Where the Employee is under 45 years of age:

Minimum years of service	Severance 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

- Where the Employee is 45 years of age or over:

Minimum years of service	Severance 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. The Employee is not entitled to notice or severance pay where:

- the Employee's position is redundant and the Employee is offered employment in another position comparable in status and remuneration to their position; or
- part or all of the Employer's business is transmitted by way of sale, assignment or succession and the Employee is offered employment with the purchaser, assignee or successor of the business (or part) on terms that overall are no less favourable than provided for in this Agreement.

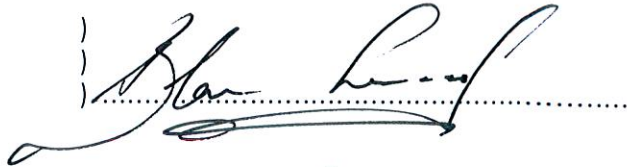
d. For the purposes of this clause "continuous service" means an Employee's service with the Employer during the whole of the period, including a period of authorised paid leave. Periods of leave without pay, including parental leave without pay, do not break the continuity of service of an Employee but are not to be taken into account.

e. For the purpose of this clause, a "weeks pay" means the greater of :

- The Employee's basic periodic rate of pay (excluding overtime) plus the shift and weekend allowances , or
- The Employee's average actual weekly earnings over the twelve months preceding the date of termination.

**EXECUTED by the parties**

**EXECUTED** by HAWKESBURY DISTRICT HEALTH SERVICE LIMITED (**THE EMPLOYER**) by being signed by those persons who are authorised to sign on its behalf:



Witness

PETER BLANCHARD  
Name of Authorised Officer

ROSS PINKERTON  
Name of Witness

GENERAL MANAGER  
Position of Authorised Officer

2 Jay Street Windsor NSW  
Address of Witness

2. JAY ST. WINDSOR  
Address of Authorised Officer

71 11.1 2014

**DATED**

*Brett Holmes*

Brett Howard Holmes  
General Secretary  
New South Wales Nurses and  
Midwives' Association; and

Branch Secretary  
Australian Nursing Federation  
New South Wales Branch  
50 O'Dea Ave  
WATERLOO NSW 2017

*Margaret Potts*

WITNESS

Margaret Mary Potts  
50 O'Dea Ave, Waterloo

*Coral Levett*

Coral Vicky Levett  
President  
New South Wales Nurses and  
Midwives' Association, and;

President  
Australian Nursing Federation  
New South Wales Branch  
50 O'Dea Ave  
WATERLOO NSW 2017

*Margaret Potts*

WITNESS

Margaret Mary Potts  
50 O'Dea Ave, Waterloo

*Authority to sign Agreement on behalf of employees is in accordance with Rule 34 of the Rules of the New South Wales Nurses and Midwives' Association and Rule 40 of the Rules of the Australian Nursing Federation and as bargaining representative in accordance with the Fair Work Act 2009.*

## Schedule One

### Minimum Hourly Pay Rates – Nursing Employees

Classification	Hourly rate of pay from the first full pay period on or after 1 July 2014	Hourly rate of pay from the first full pay period on or after 1 July 2015	Hourly rate of pay from the first full pay period on or after 1 July 2016
<b>Assistant in Nursing, Assistant in Midwifery</b>			
1st year of experience	19.9625	20.5115	21.1268
2nd year of experience	20.6018	21.1683	21.8033
3rd year of experience	21.2476	21.8319	22.4869
Thereafter	21.9122	22.5148	23.1902
<b>Enrolled Nurse without medication qualification</b>			
1st year of experience	24.5013	25.1751	25.9304
2nd year of experience	25.0394	25.7280	26.4998
3rd year of experience	25.5805	26.2840	27.0725
4th year of experience	26.1249	26.8433	27.6486
Thereafter	26.6662	27.3995	28.2215
<b>Enrolled Nurse</b>			
1st year of experience	24.9918	25.6791	26.4495
2nd year of experience	25.5425	26.2449	27.0322
3rd year of experience	26.0902	26.8077	27.6119
4th year of experience	26.6473	27.3801	28.2015
Thereafter	27.2011	27.9491	28.7876
<b>Enrolled Nurse Special Grade</b>	28.0391	28.8102	29.6745
<b>Nurse Undergoing pre-registration training</b>			
	23.9536	24.6123	25.3507
<b>Registered Nurse/Midwife</b>			
1st year of experience	27.7835	28.5475	29.4039
2nd year of experience	29.2932	30.0988	31.0018
3rd year of experience	30.8063	31.6535	32.6031
4th year of experience	32.4234	33.3150	34.3145
5th year of experience	34.0314	34.9673	36.0163
6th year of experience	35.6423	36.6225	37.7212
7th year of experience	37.4719	38.5024	39.6575
8th year of experience	39.0165	40.0895	41.2922
<b>Clinical Nurse/Midwifery Specialist</b>			
Level I	40.6054	41.7220	42.9737
Level II	44.6658	45.8941	47.2709



<b>Classification</b>	<b>Hourly rate of pay from the first full pay period on or after 1 July 2014</b>	<b>Hourly rate of pay from the first full pay period on or after 1 July 2015</b>	<b>Hourly rate of pay from the first full pay period on or after 1 July 2016</b>
<b>Clinical Nurse/Midwifery Educator</b>			
Year 1	40.6054	41.7220	42.9737
Year 2 (from 1.07.2014)	41.9251	43.0780	44.3703
<b>Nurse/Midwifery Educator</b>			
1st year	45.0428	46.2815	47.6699
2nd year	46.3121	47.5857	49.0133
3rd year	47.4483	48.7531	50.2157
4th year	49.9235	51.2964	52.8353
<b>Clinical Nurse / Midwifery Consultant</b>			
Year 1	49.9235	51.2964	52.8353
Year 2 (from 1.07.2014)	51.2805	52.6907	54.2714
<b>Nursing/Midwifery Unit Manager</b>			
Level I	48.9424	50.2883	51.7969
level II	51.2656	52.6754	54.2557
Level III	52.6392	54.0868	55.7094
<b>Senior Nurse/Midwifery Educator</b>			
1st year	51.1325	52.5386	54.1148
2nd year	52.1832	53.6182	55.2267
3rd year	53.9306	55.4137	57.0761
<b>Assistant Director of Nursing - More than 99 beds</b>	52.6392	54.0868	55.7094
<b>Deputy Director of Nursing</b>			
Less than 100 beds	51.2656	52.6754	54.2557
100 beds, less than 200 beds	52.6581	54.1062	55.7294
200 beds, less than 250 beds	53.9306	55.4137	57.0761
250 beds, less than 350 beds	55.9468	57.4853	59.2099
350 beds, less than 450 beds	57.9471	59.5406	61.3268
450 beds, less than 750 beds	60.0867	61.7391	63.5913
750 beds and over	62.4258	64.1425	66.0668

## Schedule Two

### Allowances and Other Rates – Nursing Employees

Item	Clause	Category	Per	FFPP after 1 July 2014	FFPP after 1 July 2015	FFPP after 1 July 2016
1	F6.c	Meal Allowance Breakfast	Meal	4.03	4.14	4.26
2	F6.c	Meal Allowance Other Meals	Meal	7.34	7.54	7.77
3	F6.c	Meal Allowance on Overtime	Meal	19.81	20.35	20.96
4	G2.b	In Charge-of hospital	Shift	25.79	26.50	27.30
5	G2.a	In Charge-ward/unit in absence of NUM	Shift	25.79	26.50	27.30
6	G2.c	In Charge-ward/unit & hospital	Shift	52.47	53.91	55.53
7	G3	Vehicle/Travelling allowance	klm	0.78	TBA	TBA
8	G4.c	Uniform Allowance	Week	6.98	7.17	7.39
9	G4.c	Shoes	Week	2.15	2.21	2.28
10	G4.c	Stockings	Week	3.61	3.71	3.82
11	G4.c	Cardigan or Jacket	Week	2.11	2.17	2.24
12	G4.c	Socks	Week	0.72	0.74	0.76
13	G4.d	Laundry	Week	5.80	5.96	6.14
14	G5.c	On Call Allowance	Day	23.19	23.83	24.54
15	G5.c	On Call Allowance	Hour	2.90	2.98	3.07
16	G5.b	On Call Allowance on RDO	Day	45.79	47.05	48.46
17	G5.b	On Call Allowance on RDO	Hour	5.72	5.88	6.06
18	G5.d	On Call during meal break	Shift	12.88	13.23	13.63
19	G6.a	CEA-RN Post grad cert (not hospital cert)	Week	23.34	23.98	24.70
20	G6.a	CEA-RN post grad dip or degree (not nursing undergrad)	Week	29.19	29.99	30.89
21	G6.a	CEA-RN masters or doctorate	Week	29.19	29.99	30.89
22	G6.a	CEA-EN Cert 1V	Week	17.52	18.00	18.54
23	G8	Lead Apron Allowance	Hour	1.82	1.87	1.93
24	G2.d	Emergency Department Team Leader Allowance	Shift	25.79	26.50	27.30

Note: Item 7 Vehicle/Travelling allowance rate to apply from July 2014 will be set as the same rate approved by the Fair Work Commission as an adjustment to the rate at Clause 16.5 of the Nurses Award 2010 for each year of this Agreement.