DECISION

*Fair Work Act 2009*

s.185 - Application for approval of a single-enterprise agreement

**Healthscope Limited**

(AG2012/13199)

**HEALTHSCOPE LIMITED AND NSWNMA/ANF ENTERPRISE AGREEMENT 2013-2015**

Health and welfare services

COMMISSIONER HAMPTON

ADELAIDE, 25 JANUARY 2013


[1] An application has been made for approval of an enterprise agreement known as the *Healthscope Limited and NSWNMA/ANF Enterprise Agreement 2013-2015* (the Agreement). The application was made pursuant to s.185 of the *Fair Work Act 2009* (the Act) by Healthscope Limited. The Agreement is a single-enterprise agreement.

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

[3] On 22 January 2013, following discussions between the parties, the employer provided clarification of their intentions and proposed formal written undertakings in relation to the application of Table 2 - *Other Rates and Allowances*. The undertakings are appended to the Agreement as approved.

[4] I have sought the views of the bargaining representatives and accepted the undertakings pursuant to s.190 of the Act. As a result, the undertakings are taken to be a term of the Agreement.

[5] 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.
[6] The Agreement is approved and, in accordance with s.54 of the Act, will operate from 1 February 2013. The nominal expiry date of the Agreement is 31 December 2015.

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HEALTHSCOPE LIMITED

AND

NSWNMA /ANF

ENTERPRISE AGREEMENT

2013 - 2015

Note - this agreement is to be read together with an undertaking given by the employer. The undertaking is taken to be a term of the agreement. A copy of it can be found at the end of this agreement.
PART A

1. Arrangement

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50. Intentions
51. Transmission of Business

PART B

MONETARY RATES

Healthscope Limited and NSWNMA/ANF Enterprise Agreement 2013-2015
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Table 1 - Salaries

Table 2 - Other Rates and Allowances

**SCHEDULE 1:** List of hospitals owned & operated by Healthscope Limited

**SCHEDULE 2:** Qualifications for Qualification Allowance

**PART A**

2. **Title**

This agreement will be known as and referred to as the Healthscope Limited and NSWNMA/ANF Enterprise Agreement 2013-2015 ("the Agreement")

3. **Parties**

This Agreement will be binding on:

(i) Healthscope Limited ACN 006 405 152 of Ground Floor, 312 St Kilda Road Melbourne Victoria ("Healthscope") in respect of hospitals owned or operated by Healthscope Limited in NSW as listed in Schedule 1.

(ii) All persons engaged ("the Employees") and employed in the industry of nursing employed in or in connection with hospitals owned or operated by Healthscope Limited in NSW as listed in Schedule 1.

The New South Wales Nurses and Midwives’ Association of 50 O’Dea Avenue Waterloo New South Wales, a bargaining representative under Section 176(1) of the *Fair Work Act 2009*, has indicated an intention to seek to be covered by the Agreement.

4. **Duration**

This agreement will commence operation from the 1 January 2013 and shall remain in force until 31 December 2015.

The parties agree that discussions shall commence for a new Agreement no later than three months prior to the expiry date of the Agreement.

5. **Definitions**

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

"**Assistant Director of Nursing/Midwifery**" means:

- A person appointed as such in a hospital where the adjusted daily average of occupied beds is not less than 150 and includes a person appointed as the nurse in charge during the evening or night in a hospital where the adjusted daily average of occupied beds is not less than 150.
- A person appointed to be a registered nurse in charge of all theatres in a hospital having four or more major theatres in regular use.
- A person appointed as such to a position approved by the employer including persons appointed to be in charge of the administration of a group of wards or department of a hospital including a community nursing department.
"Assistant in Nursing/Midwifery" means a person, other than a registered nurse, student nurse, trainee enrolled nurse, or enrolled nurse, who is employed in nursing/midwifery duties in a hospital.

"Average Occupied Beds" means calculating the adjusted daily average of occupied beds of a hospital, each newly born baby shall count as one half patient and 700 outpatients per annum shall count as one occupied bed. The average shall be taken for the twelve months ended on the 30 June in each and every year and such average shall relate to the salary of the succeeding year.

"Board" means the Nursing and Midwifery Board of Australia.

"Clinical Nurse Consultant/Clinical Midwifery Consultant Grade 1" means a Registered Nurse/Midwife appointed as such to a position approved by the employer, who has at least five years full time equivalent post registration experience and in addition who has approved post registration nursing/midwifery qualifications relevant to the field in which they are appointed or such other qualifications or experience deemed appropriate by the employer.

"Clinical Nurse Consultant/Clinical Midwife Consultant Grade 2" means: a registered nurse/midwife appointed as such to a position approved by the employer, who has at least 5 years full time equivalent post registration experience, with at least 3 years full time equivalent experience in the speciality field. In addition the employee must have approved postgraduate nursing/midwifery qualifications relevant to the field in which he/she is appointed or such other qualifications or experience deemed appropriate by the employer. An employer may also require a higher qualification in the specialist nursing field where such a qualification is considered essential for the performance of the individual position.

"Clinical Nurse Consultant/Clinical Midwife Consultant Grade 3" means: a registered nurse/midwife appointed as such to a position approved by the employer, who has at least 7 years full time equivalent post registration experience, with at least 5 years full time equivalent experience in the speciality field. In addition the employee must have approved postgraduate nursing/midwifery qualifications relevant to the field in which he/she is appointed or such other qualifications or experience deemed appropriate by the employer. An employer may also require a higher qualification in the specialist nursing field where such a qualification is considered essential for the performance of the individual position.

"Clinical Nurse Educator/Clinical Midwife Educator" means a Registered Nurse/Midwife appointed to a position classified as such and who holds relevant clinical or education post registration certificate qualifications or such education and clinical experience deemed appropriate by the employer.

The Clinical Nurse Educator/Clinical Midwife Educator is required to deliver and evaluate clinical education programs at the ward/unit level.

The Clinical Nurse Educator/Clinical Midwife Educator shall provide for the delivery of clinical nurse/midwifery education in the ward/unit level, and performs the following functions at that level:

- Delivers competent nursing education in the ward/unit;
- Contributes to the development of colleagues;
- Supports less experienced staff and acts as preceptor for new staff;
- Acts as the preceptor in orientations to the ward/unit;
- Provides day to day clinical education support in the ward/unit;
- Provides one on one informal education;
- Provides support for skill development in clinical procedures;
- Provides support for professional development;
- Provides support for clinical policy development;
- Provides a ward/unit based in-service program.

The provision of direct clinical care by Clinical Nurse Educator/Clinical Midwife Educator should be for the purpose of providing clinical education to other employees. Direct clinical care shall be limited to emergency circumstances only.

Incremental progression to the 2nd year and thereafter rate shall be upon completion of 12 months satisfactory full-time service.
“Clinical Nurse Specialist/Clinical Midwifery Specialist Grade 1” means a Registered Nurse/Midwife who applies higher level of clinical nursing knowledge, experience and skills in providing complex nursing/midwifery care directed towards a specific area of practice, a defined population or defined service area, with minimum supervision.

A Clinical Nurse Specialist/Clinical Midwife Specialist Grade 1 shall satisfy the following minimum criteria:

- Relevant post-registration qualifications and at least 12 months' experience working in the relevant clinical area of their post-registration qualification; or four years post-registration experience, including three years experience in the relevant specialist field.

A Clinical Nurse Specialist/Clinical Midwife Specialist Grade 1 is distinguished from an 8th Year Registered Nurse/Midwife by being required to satisfy 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.

Clinical Nurse Specialist/Clinical Midwife Specialist Grade 1 is a personal grading

“Clinical Nurse Specialist/Clinical Midwifery Specialist Grade 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 Midwifery 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
  - 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.

Incremental progression to the second year and thereafter rate shall be upon completion of 12 months satisfactory full-time service (or pro rata part time service).

Day Worker” means a worker who works their ordinary hours from Monday to Friday inclusive and who commences work on such days at or after 6.00 am and before 10.00 am otherwise than as part of the shift system.

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

"Enrolled Nurse" means a person enrolled by the Board as such.

"Enrolled Nurse – Medication Endorsement" means a person enrolled by the Board and endorsed to administer medications by the Board
"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 New South Wales 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 shall be 1976 hours of employment.

"Industry of Nursing" means the industry of persons engaged and employed in New South Wales in the profession or occupation of nursing including midwifery and employed in or in connection with in private hospitals and Day Procedure Centres.

"Hospital" means, a private hospital and a day procedure centre as defined by the Private Hospitals and Day Procedure Centres Act 1988.

"Nurse Educator/Midwifery Educator Grade 1" means a Registered Nurse/Midwife holding post registration nursing/midwifery clinical or education qualifications relevant to the clinical area in which he/she is appointed; and who is appointed to a position of Nurse Educator/Midwifery Educator Grade 1.

A Nurse Educator/Midwifery Educator Grade 1 shall be responsible for the development and delivery of nursing education courses/programs within a hospital.

Nurse/Midwife education programs shall mean courses/programs such as:

- post registration certificates;
- continuing nurse/midwife education;
- Transition programs for newly registered nurses and midwives and newly enrolled nurses;
- Trainee enrolled nurse programs;
- post- enrolment enrolled nurses' courses; and
- where applicable general staff development courses.

Incremental progression to the 2nd year and thereafter rate at this Grade shall be upon completion of 12 months satisfactory full-time service.

"Nurse Educator/Midwifery Educator Grade 2" means a Registered Nurse/Midwife with post registration nursing/midwifery clinical or education qualifications relevant to the clinical area in which he/she is appointed, or qualifications deemed equivalent by the employer; and who is appointed to a position of Nurse Educator/Midwifery Educator Grade 2.

A Nurse Educator/Midwifery Educator Grade 2 shall be responsible for one of the following:

- A nursing/midwifery education portfolio (including but not limited to a transition program, trainee enrolled nurse, enrolled nurse or registered nurse program) across a hospital or combination of hospitals within the Group;
- A nursing/midwifery education program for a clinical division or divisions across a hospital or combination of hospitals within the Group; or
- A nursing/midwifery- education program for outpatients based health service.

Incremental progression to the 2nd year and thereafter rate at this Grade shall be upon completion of 12 months satisfactory full-time service.

"Nurse Educator/Midwifery Educator Grade 3" means a Registered Nurse/Midwife holding post registration nursing/midwifery clinical or education qualifications relevant to the clinical area or areas in which he/she is appointed, or qualifications deemed equivalent by the employer; and who is appointed to a position of Nurse Educator/Midwifery Educator Grade 3.

A Nurse Educator/Midwifery Educator Grade 3 shall be responsible for one of the following:
- A comprehensive nursing/midwifery education program across a combination of hospitals within the Group, or for Healthscope Group of hospitals; or
- The nurse education service for a combination of hospitals within the Group or for the Healthscope Group of hospitals.

Incremental progression to the 2nd year and thereafter rate at this Grade shall be upon completion of 12 months satisfactory full-time service.

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

(a) "Nursing/Midwifery Unit Manager Level 1" whose responsibilities include:

(1) 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.

(2) 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.

(3) 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.

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

(c) "Nursing/Midwifery Unit Manager Level 3" whose responsibilities in relation to patient services, ward or unit management and staff are in excess of those of a Nursing/Midwifery Unit Manager Level 2.

"Nurse/Midwife Practitioner" means a registered nurse/midwife appointed as such to a position approved by the Board, to practice as a nurse practitioner.
“Nurse/Midwife Practitioner Year 3 and Thereafter” means a registered nurse/midwife appointed as such to a position approved by the Board to practice as a nurse practitioner.

Provided that a Nurse/Midwife Practitioner shall not progress or be appointed to Nurse/Midwife Practitioner Year 3 until completion of twelve months' service at the Year 2 rate, and to the Thereafter rate until completion of twelve months' service at the Year 3 rate. Accordingly, a Nurse/Midwife Practitioner cannot be appointed directly to Nurse/Midwife Practitioner Year 3 and Thereafter.

“Registered Nurse” means a person registered by the Board as a Registered Nurses and/or Registered Midwife.

“Service” for the purpose of Clause 9, Salaries, means service before or after the commencement of this Agreement in New South Wales or elsewhere as a registered nurse, provided that all service recognised prior to the commencement of this Agreement shall continue to be recognised.

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

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

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

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

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

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

Certificate in Coronary Care - NSW College of Nursing.

Certificate in Orthopaedic Nursing - NSW College of Nursing.

Certificate in Ward Management - NSW College of Nursing.

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

Occupational Health Nursing Certificate - NSW College of Nursing.

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

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

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

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

“Subsidiary Hospital Director of Nursing” means a person who is in charge of a subsidiary hospital which is under the management of the main hospital but which is detached there from and is substantially separately administered.

“Trainee Enrolled Nurse” means a person who is being trained to become an enrolled nurse in a hospital approved for this purpose by the Board.
“Workplace Representative(s)” means a person(s) nominated by an employee or employees to represent them in accordance with the provisions of this agreement.

6. Hours Of Work And Free Time Of Employees Other Than Directors Of Nursing

(i) The ordinary hours of work for day workers, other than Directors of Nursing, exclusive of meal times, shall be 152 hours per 28 calendar days to be worked Monday to Friday inclusive and to commence on such days at or after 6.00 am and before 10.00 am.

(ii) The ordinary hours of work for shift workers, other than Directors of Nursing, exclusive of meal times, shall not exceed an average of 38 hours per week in each roster cycle.

(iii) (a) The hours of work prescribed in subclauses (i) and (ii) of this clause shall, where possible, be arranged in such a manner, that in each roster cycle of 28 calendar days each employee shall not work their ordinary hours or work on more than nineteen days in the cycle, but this shall not apply to students in block.

(b) Notwithstanding the provision of paragraph (a) of this subclause, employees may, with the agreement of the employer work shifts of less than 8 hours each over 20 days in each cycle of 28 days.

(c) Provided that on the occasion of an employee’s written request, and with the consent of the employer, a 9.5 day fortnight may be worked instead of the 19-day month.

(iv) Except where authorised by subclause (xix) and (xx) of this clause, each shift shall consist of no more than 10 hours on a day shift or 11 hours on a night shift with not less than 8 hours break between each shift; provided that an employee shall not work more than 7 consecutive shifts unless the employee so requests and the Director of Nursing agrees. An employee shall not work more than two (2) quick shifts in any period of 7 days.

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

(v) The employer is to decide when employees take their additional days off duty prescribed by subclause (iii) of this clause (as a consequence of the implementation of the 38 hour week). Where necessary the employer must consult with the affected employees to ascertain the employees preferences and must take any such preferences into account when arriving at a decision. Where practicable additional days off duty shall be consecutive with the rostered days off duty prescribed in subclause (xiv) of this clause.

(vi) Once set, the additional days off may not be changed except in accordance with the provisions of Clause 8, Rosters.

(vii) Where the employer’s decision (in accordance with subclause (v) of this clause) is that an employee’s additional days off be accumulated, no more than 5 days may be accumulated in any one year of employment. By mutual agreement, this may be extended to no more than 12 days at any one time.

(viii) Except for breaks for meals the hours of duty each day shall be continuous. Provided, that in the case of permanent part-time employees, an employer will consult with employees and their workplace representative regarding the exemption from this provision, and from subclause (iv) of this clause with regard to the span of hours only, to enable an additional break of no more than 4 hours. In any event, the span of hours shall not exceed 12 hours.

(ix) (a) Each employee shall be allowed a break of not less than thirty minutes and not more than sixty minutes for each meal occurring on duty.

(b) Where practicable, employees shall not be required to work more than 5 hours without a meal break. Provided that where practicable an employee engaged to work for 5 hours or less in any one shift may elect not to take a meal break as otherwise provided for by this subclause without penalty to the employer. The term where practicable encompasses regard being paid to the service requirements of the employer.

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(x) Two separate ten-minute intervals (in addition to meal breaks) shall be allowed each employee on duty during each ordinary shift of 8 or 10 hours as the case may be. Subject to agreement between the employer and the employee, such intervals may alternatively be taken as one twenty-minute interval, or by one 10-minute interval with the employee allowed to proceed off duty 10 minutes before the completion of the normal shift finishing time. Such interval(s) shall count as working time.

(xi) (a) Subclauses (ix) and (x) of this clause shall not apply to an employee who, before going on night duty, is provided with a meal between 9.00 pm and 11.00 pm and who is allowed two intervals of twenty minutes each during the period of night duty but such intervals shall count as working time and shall be paid for as such.

(b) Where an employee is required to change into a uniform or a specified type of garment at the employer’s premises they shall be allowed ten minutes for such a purpose and such time shall be counted as working time and paid for as such.

(xii) (a) Except as provided for in paragraph (b) an employee shall not be employed on night duty for a longer period than 8 consecutive weeks. After having served a period of night duty an employee shall not be required to serve a further period on night duty until they have been off night duty for a period equivalent to the previous period on night duty.

(b) The provisions of paragraph (a) shall not apply to an Assistant Director of Nursing, a Nursing/Midwifery Unit Manager or a general nurse in charge, as the case may be, who is employed permanently in charge at night or to an employee who requests to be employed on night duty and the Director of Nursing consents.

(c) Moreover except in cases of emergency a trainee enrolled nurse shall not be employed on night duty for more than 10 weeks in any one year of training nor shall a trainee enrolled nurse who is sitting for his or her final examination be required to perform night duty during a period of at least two weeks prior to the respective examination or on the two nights following such examination.

(xiii) An employee changing from night duty to day duty or from day duty to night duty shall be free from duty during the twenty hours immediately preceding the commencement of the changed day.

(xiv) (a) Each employee shall be free from duty for not less than two full days in each week or four full days in each fortnight or eight full days in each twenty-eight (28) day cycle and no duties shall be performed by the employee on any of such free days except for overtime. Where practicable, days off shall be consecutive and shall not be preceded by an evening shift or a night shift unless an additional eight hours are granted as sleeping time. An evening shift shall be one which commences at or after 1.00 pm and before 4.00 pm.

(b) An employee, at her or his request, may be given free from duty time in one or more periods but no period shall be less than one full day.

(c) For the purpose of this subclause "full day" means from midnight to midnight or midday to midday.

(xv) (a) Employees may be required to remain on call. Any such time on call shall not be counted as time worked (except insofar as an employee may take up actual duty in response to a call), but shall be paid for in accordance with Clause 11, Special Allowances, of this Agreement. Provided, however, no employee shall be required to remain on call whilst on leave or on the day before entering upon leave.

(b) No employee shall be required to remain on call whilst on a day on which they are not rostered nor on completion of the shift on the day preceding a day on which they are not rostered. This provision shall not apply where in special circumstances it is necessary for an employer to place staff on call on a day on which they are not rostered or on completion of the shift on the day preceding a day on which they are not rostered in order to ensure the provision of services. Provided, however, no employee shall be required to remain on call whilst their ward/unit is subject to a Shutdown in accordance with Clause 46 of the Agreement. This shall not prevent an employee from agreeing to be on call.
(c) No employee shall be required by the employer to be on call during periods of paid or unpaid leave. This shall not prevent an employee from agreeing to be on call.

(xvi) All rostered time off duty occupied by a trainee enrolled nurse in attendance at lectures and demonstrations given in the course of instruction in the theory and practice of nursing or during the time necessarily occupied in attending at and sitting for prescribed examinations shall be deemed to be time worked.

(xvii) An employer shall not alter the period over which the ordinary hours of work of employees are balanced except upon giving one month’s notice of their intention to do so to employees and their workplace representatives.

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

(xix) Notwithstanding any other provision of this Agreement, Pilot Roster Projects for the purposes of trialling flexible roster practices may be implemented on the following basis:

(a) The terms of the Pilot Roster Project shall be agreed in writing between the employer and the employees affected and their workplace representatives on behalf of the nurses participating in the project.

(b) The terms shall include

(1) the duration of the project; and
(2) the conditions of the project; and
(3) the Agreement provisions required to be overridden in order to implement the project; and
(4) review mechanisms to assess the effectiveness of the project.

(c) Whilst the Pilot Roster Project is being conducted according to its terms, the employer shall not be deemed to be in breach of the Agreement by reason alone of implementing the project.

(d) Any purported Pilot Roster Project which does not comply with this clause is not a Pilot Roster Project for the purposes of this clause and in particular no employer shall be able to claim the benefit of subclause (c) when implementing such project.

(e) Pilot 12 hour shift systems in place as at 1 July 2008 shall continue to operate in accordance with the provisions of the relevant pilot agreement.

(xx) The following criteria shall apply to the introduction of 12 hour shifts:

(a) 12 hour shifts will only be introduced in units where there has been full consultation with the staff affected and a majority of the staff affected agree to the introduction of the proposed 12 hour shift system;

(b) any employee who does not wish to work under the 12 hour shift system may work a mutually agreed alternative shift system in the unit affected or may transfer to another mutually agreed position within the facility with no loss of classification and contracted hours;

(c) the span of hours must not exceed 12.5 hours;

(d) there must be a maximum of three consecutive night shifts which include one or more 12 hour shifts;

(e) there must be a minimum break of 11.5 hours rostered between each 12 hour shift;

(f) employees must be allowed either two 30 minutes or one 60 minutes meal break. In addition to the meal breaks employees must be allowed either two 10 minute or one 20 minute paid tea break;
(g) The employer must notify the employees and their workplace representatives of the implementation of the 12 hour shifts at least one month prior to commencing the new arrangements. The details of that notification must indicate the number of staff involved, the section of the hospital involved and the Agreement provisions, which need to be overridden.

(h) There must be an evaluation process at the completion of the first 12 months, or sooner if the employer and affected employees agree. The evaluation process must involve representatives of employees and the employer. Aspects, which are to be considered in the evaluation process, are to include occupational health and safety data, sick leave patterns and the frequency of overtime.

(i) The employees and their workplace representatives are to be notified of the outcome of the evaluation process;

(j) Nothing contained in this subclause shall prevent an individual employee and their employer reaching mutual agreement to that individual working 12 hour shifts.

7. Banking of Hours

(i) A full time or part-time employee may, by agreement made daily, weekly or fortnightly with their Nurse/Midwifery Unit Manager or DON:

(a) work less than their daily, weekly or fortnightly rostered or contracted hours in a 4 week roster cycle and work those hours at a later date, provided such hours are worked within the same 4 week roster cycle; or

(b) work more than their daily, weekly or fortnightly rostered or contracted hours and take time off in lieu of payment, provided such hours are taken within the same 4 week roster cycle.

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

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

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

(v) Unless there is mutual agreement, an employee may not have banked or owe the employer more hours than they are contracted to work in a seven day period.

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

(vii) The hospital must keep detailed records of all hours credited and debited to employees under these arrangements. Employees must have full access to these records.

(viii) 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. Employers may negotiate a deduction payment plan with the employee for hours in credit.

(ix) Either party shall have the right to terminate an agreement under this clause with two weeks notice.

(x) For the avoidance of any doubt, any agreement made under (i)(b) of this clause does not constitute Overtime (Clause 19) or TOIL (Clause 19(xiii)).
8. Rosters

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

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

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

(iv) Prior to the date of the changed shift, such change of roster shall be notified verbally or in writing to the employee concerned.

(v) 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.

(vi) 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.

(vii) Where an employee is entitled to an additional day off duty in accordance with Clause 6, Hours of Work and Free Time of Employees other than Directors of Nursing, of this Agreement, such day is to be shown on the roster of hours for that employee.

(viii) All rosters shall be retained for at least six years.

9. Salaries

(i) The minimum salaries per week shall be as set out in Table 1 - Salaries, of Part B, Monetary Rates.

(ii) The quantum of allowances as set out in Table 2 – Other Rates and Allowances, of Part B Monetary Rates shall be increased in line with the percentage increases described above. The current rates are set out in Column 1 of Table 2 – Other Rates and Allowances. The parties have agreed to the increase as set out in Column 2 & Column 3 respectively.

(iii) An Enrolled Nurse who is endorsed to administer medication will be classified and paid as an Enrolled Nurses – Medication Endorsement from the commencement of the first full pay period following the issuing by the Board of their Letter of Endorsement to Administer Medication or Authority to Practice Certificate, Enrolled Nurse including Endorsement to Administer Medication, whichever is issued earlier. This provision will commence on or after the date of certification of this Agreement.

Provided that an Enrolled Nurse – Medication Endorsement 4th year shall not progress to Enrolled Nurse – Medication Endorsement 2nd year until completion of twelve months' service at the 1st year rate (or for part time employees the full time equivalent of 1,982 hours), and to the 3rd year rate until completion of twelve months' service at the 2nd year rate (or for part time employees the full time equivalent of 1,982 hours), and so on throughout the scale.

(iv) In relation to the salaries of Deputy Director of Nursing and Director of Nursing, "beds" means adjusted daily average of occupied beds; in relation to the salary of Subsidiary Hospital Director of Nursing, "beds" means the adjusted daily average of occupied beds in the subsidiary hospital.
(v) The wage increase specified above are inclusive of any wage increases; determination or award of Fair Work Australia or any other authorised tribunal or commission made during the period of this Agreement. Any increases in the Award rates of pay shall be absorbed into the wage rates paid under this Agreement. Should the application of any increases awarded by Fair Work Australia to the Nurses Award 2010 result in rates applicable to the employees that are greater than those applying in this Agreement, then the rates of pay the Nurses Award 2010 will be applied in lieu of the rates of pay in this Agreement.

10. Recognition of Service and Experience

(i) The employer shall notify each nurse in writing of the requirements of this clause at the time of the nurse's commencement of employment. If the employer does not so notify the nurse then the requirements of this clause shall not commence until the employer does so notify the nurse.

(ii) From the time of commencement of employment the nurse has three months in which to provide documentary evidence to their employer detailing any other 'service' or 'experience', as defined in Clause 5, Definitions, not disclosed at the time of commencement. This evidence, in the absence of other documentary evidence may take the form of a statutory declaration.

(iii) Until such time as the nurse furnishes any such documentation contemplated in (ii) above the employer shall pay the nurse at the level for which documentary evidence has been provided.

(iv) If within three months of commencing employment a nurse does provide documentary evidence of other previous service or experience not disclosed at the time of commencement, the employer shall pay the nurse at the appropriate rate as and from the date of commencement that would have been paid from that date had the additional evidence been provided at that time.

(v) If a nurse provides documentary evidence of other previous service or experience not disclosed at the time of commencement after the said three months period, the nurse shall be paid a rate appropriate for the previous service or experience then proved but only from the date of providing that evidence to the employer.

(vi) A nurse who is working as a nurse for more than one organisation shall notify each employer under this Agreement within one month of the end of each quarter of their hours of service or experience, as appropriate, worked with those other employers in the last quarter.

(vii) A nurse who is entitled to progress to the next year of service or experience (by reason of hours worked with other employers) as and from a particular date must provide documentary evidence of that entitlement within three months of that entitlement arising. If that proof is so provided the nurse shall be paid at the higher rate as and from the particular date. If the documentary evidence is provided outside that three month period the nurse shall be paid at the higher rate only from the date of proof.

11. Special Allowances

(i) (a) A registered nurse in charge during the day, evening or night of a hospital having a daily average of occupied beds of less than 100 shall be paid, in addition to her or his appropriate salary, whilst so in charge, the sum set out in Item 1 of Table 2 - Other Rates and Allowances, of Part B Monetary Rates, per shift.

(b) 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/Midwifery Unit Manager shall be paid, in addition to her or his appropriate salary whilst so in charge the sum set out in Item 2 of Table 2, per shift. This subclause shall only apply where the registered nurse is in charge of one or more other nurses in the ward or unit in question.

(c) This subclause shall not apply to registered nurses holding classified positions of a higher grade than that of registered nurse.

(ii) (a) An employee required by their employer to be on call otherwise than as provided for in paragraph (b) shall be paid the sum set out in Table 2 for each period of 24 hours or part thereof provided that only one allowance shall be payable in any period of 24 hours.
(b) An employee required to be on call on rostered days off in accordance with subclause (xv) (b) of Clause 6, Hours of Work and Free Time of Employees Other Than Directors of Nursing, shall be paid the sum set out in Table 2 for each period of 24 hours or part thereof provided that only one allowance shall be payable in any period of 24 hours.

(c) An employee who is directed to remain on call during a meal break shall be paid an allowance of the sum set out in Table 2 provided that no allowance shall be paid if, during a period of 24 hours including such period of on call, the employee is entitled to receive the allowance prescribed in (a) above. If an employee is recalled to duty during such meal break, they shall be paid at overtime rates for the total period of the meal break.

(d) Where an employee on call leaves the hospital and is recalled to duty, they shall be reimbursed all reasonable fares and expenses actually incurred provided that, where an employee uses a motor car in these circumstances the allowance payable shall be the rate set out in Item 19 of Table 2. This allowance will be varied where there is a movement in the Australian Tax Office rates. The provisions of this paragraph shall apply to all employees.

(e) This subclause shall not apply to a Director of Nursing, Subsidiary Hospital Director of Nursing, or Assistant Director of Nursing.

(iii) An employee who perform radiographic duties for a period of less than one week shall be paid in addition to their appropriate salary a daily allowance of the sum set out in Item 6 of Table 2; provided that the maximum allowance per week payable in accordance with this paragraph shall not exceed the sum set out in Item 7 of Table 2.

(iv) An employee required to wear a lead apron shall be paid an allowance of the sum set out in Item 8 of Table 2 for each hour or part thereof that they are required to wear the said apron.

(v) (a) A registered nurse who is designated to be in-charge of a ward or unit when the Nursing/Midwifery 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 shall be paid an allowance per shift of the sum set out in Item 9 of Table 2. This subclause shall only apply where the registered nurse is in charge of one or more other nurses in the ward or unit in question.

(b) This subclause shall not apply to registered nurses holding classified positions of a higher grade than of a registered nurse.

12. Staff Development

(i) Healthscope recognises that training/education is essential for the maintenance and development of nursing practice. Healthscope will continue to provide and support training/education opportunities were possible.

(ii) The responsibility for staff development is shared between employees and the employer. Employees are expected to participate in professional skill development to ensure that they perform at a standard consistent with nursing competencies relevant to their classification and registration.

(iii) On the basis of assessed needs, a range of programs/topics relevant to nursing/midwifery care delivery will be provided by the employer and nurses are encouraged to attend.

(iv) The provision of mandatory training and skills updates is a joint responsibility between the employer and employee. Attendance at mandatory training and skills update sessions provided by the employer is the responsibility of the employee. Mandatory training will be paid at the appropriate rate as per the applicable shift rate for those on duty and at the ordinary rate of pay for those attending in their own time.

(v) Healthscope Training/educational goals for nursing will be established and reviewed in consultation with employees. Individual training/educational goals and needs will be established and reviewed as part of Healthscope performance and competency appraisal system.

(vi) Employees are entitled to a maximum of three days paid leave for full-time staff and pro rata thereof for part-time staff, non-cumulative from year to year, subject to the training being of relevance to the nursing
profession, as determined by the Employer. This leave is in addition to other leave entitlements. 

To access the benefits of this provision it is the responsibility of the Employee to make an application for this leave.

An application for this leave, nominating the preferred date(s) will be made in writing providing a brief description of the nature of the professional development activity to be undertaken. The application may be for research, attendance at seminars and conferences. This application shall be made at least six weeks prior to the requested date(s) and shall be approved by the DON/Nurse Manager. The application shall not be unreasonably refused. The Nurses will be required to report on the seminar/conference etc to the DON/Nurse Manager.

13. Qualifications Allowance

(i) An employee employed in the classification of Registered Nurse/Midwife (years 1 to 8), Clinical Nurse Specialist/Clinical Midwife Specialist, Nursing/Midwifery Unit Manager, Nurse/Midwife Manager Grade 1, Nurse/Midwife Manager Grade 2 or Nurse/Midwife Manager Grade 3 and above (who satisfies the employer that she/he is engaged in clinical work for more than 50% of her/his time) who holds a continuing education qualification in a clinical field, in addition to the qualification leading to registration, shall be paid a continuing education allowance, subject to the following conditions set out below:

(a) the allowance is only payable where the qualification is accepted by the employer to be directly relevant to the competency and skills used by the nurse/midwife in the duties of the position. The allowance will be payable from the date of application by the employee;

(b) an employee holding more than one relevant qualification is only entitled to one allowance, being the allowance of the highest monetary value;

(c) the employee claiming entitlement to a qualification allowance must provide evidence to the employer that they hold that qualification;

(d) An allowance shall be absorbed into any over agreement rate being paid to an employee;

(e) No allowance is payable before the first pay period to commence on or after 1 March 2009;

(f) An allowance shall only be payable in the areas of intensive care, coronary care, cardiac or cardiothoracic nursing, midwifery, mental health, rehabilitation, perioperative nursing, anaesthetics and recovery. Emergency will be recognised in the relevant corresponding work area; and

(g) Any such areas as may be agreed between the employee and if requested by the employee a workplace representative and the employer.

(ii) Subject to the provisions in subclause (i) of this clause, an employee who holds a post-registration hospital certificate listed in Schedule 2 shall be paid an allowance of an amount set out in Item 20 Table 2 – Other Rates and Allowances, of Part B, Monetary Rates. In addition the following criteria will apply:

(a) The course of study successfully undertaken is assessed by the employer as being of an equivalent standard to a post graduate certificate. This will include that the certificate course curriculum is/was accredited with College of Nursing or registered Training facility and was of a least 160 hours of lecture/tutorial content;

(b) If the certificate was achieved prior to 1 January 1990 the employee will also need to produce evidence in accordance with the above.

(iii) Subject to the provisions in subclause (i) of this clause, an employee who holds a post-graduate certificate listed in Schedule 2 shall be paid an allowance of an amount set out in Item 21 Table 2 – Other Rates and Allowances, of Part B, Monetary Rates.
(iv) Subject to the provisions in subclause (i) of this clause, an employee who holds a post-graduate diploma or degree listed in Schedule 2 (other than an undergraduate nursing degree) shall be paid an allowance of an amount set out in the said Item 22 Table 2.

(v) Subject to the provisions in subclause (i) of this clause, an employee who holds a masters degree or doctorate shall be paid an allowance of an amount set out in of the said Item 23 Table 2.

(ix) A Clinical Nurse Educator/Clinical Midwife Educator who holds a post graduate diploma, degree, Masters or Doctorate in education or a clinical field in addition to the qualification leading to registration, or a Clinical Nurse Specialist/Clinical Midwife Specialist Grade 2 who holds a post graduate diploma, degree, Masters or Doctorate in a clinical field in addition to the qualification leading to registration, shall be paid a continuing education allowance, subject to the following conditions set out below:

(a) the allowance is only payable where the qualification is accepted by the employer to be directly relevant to the competency and skills used by the registered nurse/midwife in the duties of the position;

(b) an employee holding more than one relevant qualification is only entitled to one allowance, being the allowance of the highest monetary value;

(c) the employee claiming entitlement to a qualification allowance must provide evidence to the employer that they hold that qualification.

(x) Subject to the provisions in subclause (ix) of this clause, a Clinical Nurse Educator/Clinical Midwife Educator who holds a post graduate diploma, degree, Masters or Doctorate in education or a clinical field, or a Clinical Nurse Specialist/Clinical Midwife Specialist Grade 2 who holds a post graduate diploma, degree, Masters or Doctorate in a clinical field, shall be paid an allowance of the relevant amount set out at either Item of the said Table 2.

(xi) An Endorsed Enrolled Nurse who holds an advanced diploma in a clinical field shall be paid an EEN Continuing Education Allowance set out in Table 2, subject to the following conditions set out below:

(a) the allowance is only payable where the qualification is accepted by the employer to be directly relevant to the competency and skills used by the EEN in the duties of the position;

(b) an employee holding more than one relevant qualification is only entitled to one allowance, being the allowance of the highest monetary value;

(c) the employee claiming entitlement to the EEN Continuing Education Allowance must provide evidence to the employer that they hold that qualification; and

(d) provided the qualification is deemed relevant, the allowance will be payable from the first full pay period to commence after the employee provides the necessary evidence to the employer.

(xii) The above allowances are not to be included in the employee's ordinary rate of pay. The allowances are not payable during periods of paid leave taken by an employee, but they will be paid on ADO's.

(xiii) The continuing education allowances shall be considered salary-related allowances for the purpose of salary and salary related allowance increases that may occur from the first full pay period commencing on or after 30 June 2012.

(xiv) Where a dispute arises concerning the eligibility for payment of a Continuing Education Allowance that is not resolved by the process contained in subclauses (i) to (iv) of clause 39, Resolution of Disputes, negotiations between the Employer and the Association must occur prior to referral to Fair Work Australia for determination.

14. **Penalty Rates for Shift Work and Weekend Work**

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

Afternoon shift commencing at 10.00 am and before 1.00 pm - 10%

Afternoon shift commencing at 1.00 pm and before 4.00 pm - 12.5%

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

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

Further, the parties agree that during the life of the Agreement, the penalty rate for night shift may be discussed and by agreement increased.

(ii) "Ordinary rate" and "ordinary time" shall not include any percentage addition by reason of the fact that an employee works less than 38 hours per week but shall include amounts payable under Clause 9, Salaries; and subclause (iii) of .Clause 11, Special Allowances

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

"Day Shift" means a shift which commences at or after 6.00 am and before 10.00 am.

"Afternoon shift" means a shift which commences at or after 10.00 am and before 4.00 pm.

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

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

The foregoing paragraph shall apply to employees who work less than 38 hours per week, but such employees shall not be entitled to be paid in addition any allowance prescribed by Clause 23, Part-time, Casual and Temporary Employees, of this Agreement in respect of their employment between midnight on Friday and midnight on Sunday.

(v) The additional payments prescribed by this clause shall not form part of the employee's ordinary pay for the purposes of this Agreement, except as provided in Clause 24, Annual Leave and Public Holidays, of this Agreement.

(vi) (a) This subclause shall only apply to nurses who work an entire ordinary time shift in a discrete designated day procedure ward or unit which routinely functions between the hours of 7.00 am and 6.00 pm.

(b) This subclause shall not apply to any nurse whose employment commenced prior to 15 December 1994 and who has been employed on a continuous basis since that date.

(c) A nurse to whom this subclause applies shall not be entitled to an additional penalty rate payment for ordinary time worked prior to 6.00 pm on any week day

(d) A nurse to whom this subclause applies shall be paid, in addition to their ordinary rate, a penalty payment at the rate of 15% for all ordinary time worked after 6.00 pm on any week day.
15. Fares and Expenses

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

(ii) An employee who claims reimbursement of fares, pursuant to this clause, shall furnish to the employer, if so required, satisfactory proof that they have not received from another employer reimbursement in respect of those fares.

16. Telephone Allowance

If an employee is required, for the purpose of their employment, to be on call, he/she shall be reimbursed for all telephone calls made by the employee in responding to a call to the hospital, upon productions of satisfactory evidence to the employer.

17. Uniform and Laundry Allowances

(i) Subject to subclause (iii) of this clause, sufficient, suitable and serviceable uniforms, including one pair of shoes per annum which shall be of a recognised acceptable standard for the performance of nursing duties, and one cardigan or jacket shall be supplied free of cost to each employee required to wear a uniform. An employee to whom a new uniform or part of a uniform has been issued who, without good reason, fails to return the corresponding article last supplied shall not be entitled to have such article replaced without payment therefore at a reasonable price.

(ii) An employee, on leaving the service of an employer, shall return any uniform or part thereof supplied by that employer which is still in use immediately prior to leaving.

(iii) (a) In lieu of supplying uniforms and shoes to an employee, an employer shall pay the said employee the sum set out in Item 10 of Table 2 - Other Rates and Allowances, of Part B, Monetary Rates, for uniforms and the sum set out in Item 11 of Table 2 for shoes per week.

(b) In lieu of supplying stockings to a female employee, an employer shall pay the said employee the sum set out in Item 12 of Table 2 per week.

(c) In lieu of supplying a cardigan or jacket to an employee, an employer shall pay the said employee the sum set out in Item 13 of Table 2 per week.

(d) If, in any hospital, the uniforms of an employee are not laundered at the expense of the hospital an allowance of the sum set out in Item 14 of Table 2 shall be paid to the said employee; provided that the payment of such laundry allowance shall not be made to any employee on absences exceeding one week.

(e) Where the employer requires any employee to wear headwear, the hospital shall provide headwear free of charge to the employee.

(f) In lieu of supplying socks to an employee, the employer shall pay the said employee the sum set out in Item 15 of Table 2 per week.

(g) The allowances referred to subclause (iii) are also payable during any period of paid leave.

18. Higher Grade Duty

(i) An employee who is called upon to relieve an employee in a higher classification or is called upon to act in a vacant position of a higher classification shall be entitled to receive for the period of relief or the period during which they act the minimum payment for such higher classification.
(ii) The provisions of subclause (i) shall not apply where the employee being relieved is absent from duty for a period of three consecutive working days or less which have been rostered in advance, except where the duties of the higher position involve being in charge of the facility during the period in question.

(iii) Further, the provisions of subclause (i) shall not apply where a Director of Nursing is absent from duty for a period of three working days or less.

19. Overtime

(i) Subject to subclause (ii) an employer may require an employee to work reasonable overtime.

(ii) An employee may refuse to work overtime in circumstances where the working of such overtime would result in the employee working hours which are unreasonable.

(iii) For the purposes of subclause (ii) what is unreasonable or otherwise will be determined having regard to:
   (a) the risk to the employee's health and safety;
   (b) the employee's personal circumstances including any family and carer responsibilities;
   (c) the needs of the facility;
   (d) the notice (if any) given by the employer of the overtime and by the employee of his or her intention to refuse it; and
   (e) any other relevant matter.

(iv) (a) Subject to paragraph (b) hereof all time worked by employees other than Directors of Nursing in excess of the rostered daily ordinary hours of work shall be overtime and shall be paid for at the rate of time and one half for the first two hours and double time thereafter in respect of each overtime shift worked or in respect of overtime worked prior to or at the conclusion of a normal shift. Provided that overtime worked on Sundays shall be paid for at the rate of double time and on public holidays at the rate of double time and one half.

   (b) All time worked by permanent part time employees, in excess of the rostered daily ordinary hours of work prescribed for the majority of full-time employees employed on that shift in the ward or section concerned shall be paid for at the rate of time and one half for the first two hours and double time thereafter except that on Sundays such overtime shall be paid for at the rate of double time and on public holidays at the rate of double time and one half.

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

(vi) An employee recalled to work overtime after leaving the employer's premises shall be paid for a minimum of four hours work at the appropriate rate for each time so recalled. If the work required is completed in less than four (4) hours, the employee shall be released from duty provided that this subclause does not apply to a Director of Nursing.

(vii) An employee required to work overtime following on the completion of their normal shift for more than two (2) hours shall be allowed twenty minutes for the partaking of a meal and a further twenty (20) minutes after each subsequent four hours overtime. All such time shall be counted as time worked; provided that benefits of this subclause shall not apply to permanent part time employees, until the expiration of the normal shift for a majority of the full-time employees employed on that shift in the ward or section concerned.

(viii) An employee recalled to work overtime after leaving the employer's premises and who is required to work for more than four hours shall 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.

(ix) The meals referred to in subclauses (vii) and (viii) of this clause shall be allowed to the employee free of charge. Where the hospital is unable to provide such meals, an allowance per meal of the sum set out in
Item 16 Table 2 - Other Rates and Allowances, of Part B, Monetary Rates, shall be paid to the employee concerned.

(x) Where an employee is required to work an overtime shift on his or her rostered day off, the appropriate meal breaks for that shift, as prescribed by Clause 6, Hours of Work and Free Time of Employees Other Than Directors of Nursing shall apply.

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

(xii) An employee who works so much overtime:

(a) between the termination of their ordinary work on any day or shift and the commencement of their ordinary work on the next day or shift that they have not had at least eight consecutive hours off duty between these times; or

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

(xiii) In lieu of receiving payment for overtime in accordance with this clause 19, where the employer and employee mutually agree, an employee may be compensated by way of time off in lieu of overtime on the following basis:

(a) Time off in lieu of overtime must be taken within three (3) months of it being accrued at applicable overtime rates.

(b) Where it is not possible for a nurse to take the time off in lieu of overtime within the three (3) month period, it is to be paid out at the appropriate overtime rate based on the rates of pay applying at the time payment is made.

(c) Nurses cannot be compelled to take time off in lieu of overtime.

(d) Records of all time off in lieu of overtime owing to nurses and taken by nurses must be maintained by the employer.

(e) If the employer and employee do not mutually agree to time off in lieu of overtime in accordance with clause 19 (xiii) above, then overtime will be paid.

20. Payment and Particulars of Salaries

(i) All salaries and other payments shall be paid weekly or fortnightly, provided that payment for any overtime worked may be deferred to the pay day next following the completion of the working cycle within which such overtime is worked, but for no longer; provided further that the payment of shift and weekend penalties relating to work performed in the second week of a fortnightly roster period may be deferred to the pay day next following the completion of the working cycle within which such shifts were worked, but for no longer.

(ii) Employees shall have their salary paid into one account with a bank or other financial institution in New South Wales as nominated by the employee. Wages may be initially deposited into the hospital's own local bank and transferred to each employee's requested financial institution. Salaries shall be deposited by hospitals in sufficient time to ensure that wages are available for withdrawal by employees by no later than pay day, provided that this requirement shall not apply where employees nominate accounts with

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non-bank financial institutions, but in such cases facilities shall take all reasonable steps to ensure that the wages of such employees are available for withdrawal by no later than pay day.

(iii) Notwithstanding the provisions of subclause (ii) of this clause, an employee who has given or has been given the required notice of termination of employment, in accordance with Clause 37, Termination of Employment, of this Agreement, shall be paid all moneys due to them prior to ceasing duty on the last day of employment.

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

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

21. Remuneration Packaging

(i) No employee or employer shall be compelled to enter into a remuneration packaging arrangement.

(ii) Where an employer makes a decision to offer remuneration packaging the employer shall provide details of the proposed remuneration packaging to the employees and their workplace representatives 28 days before the introduction of the proposal.

(iii) The terms and conditions of a package offered to an employee shall not, when viewed objectively, be less favourable than the entitlements otherwise available under the Agreement and shall be subject to the following provisions:

(a) The employer shall ensure that the structure of any package complies with taxation and other relevant laws.

(b) Employees will have the Superannuation Guarantee Contribution (SGC) calculated on their Agreement salary prior to the application of any remuneration packaging arrangements.

(iv) A copy of the agreement shall be made available to the employee.

(v) The employee shall be entitled to inspect details of payments made under the terms of this agreement.

(vi) The configuration of the remuneration package shall remain in force for the period agreed between the employee and the employer.

(vii) Where at the end of the Fringe Benefit Tax year the full amount allocated to a specific benefit has not been utilised, it will be paid as salary, which will be subject to appropriate taxation requirements. By agreement between the employer and the employee, any unused benefit may be carried forward to the next period on the basis that any FBT obligation is accepted by the employee.

(viii) In the event that the employer ceases to attract exemption from payment of Fringe Benefit Tax, the employer may terminate all remuneration-packaging arrangements and the employee's salary will revert to the applicable Agreement classification rate the employee would have been entitled to receive but for the remuneration packaging agreement.

(ix) One month's notice by either party is required for change or termination of a remuneration packaging agreement, unless the change or termination is brought about by legislation or an increase to the Agreement wage.

(x) In the event that the employee ceases to be employed by the employer this agreement will cease to apply as at the date of termination. Benefits not paid on or before the date of termination shall be treated as salary and the appropriate tax deducted.
(xi) Pay increases granted to employees in accordance with this Agreement shall also apply to employees subject to remuneration packaging arrangements.

(xii) Any allowance, penalty rate, overtime, payment for unused leave entitlements, other than any payments for leave taken whilst employed, shall be calculated by reference to the salary which would have applied to the employee in the absence of any remuneration packaging arrangements.

22. Registration or Enrolment Pending

(i) A student or trainee enrolled nurse who has completed the course of training prescribed by the Board and applied for registration or enrolment shall, upon registration or enrolment, be paid as from the date of registration or enrolment the salary to which they would have been entitled if registered or enrolled.

(ii) A nurse or enrolled nurse who has trained outside New South Wales shall be paid as a registered nurse or enrolled nurse as from date of registration.

23. Part-Time, Casual and Temporary Employees

PART I - Permanent Part-time Employees

(i) (a) A permanent part-time employee is one who is permanently appointed by a facility to work a specified number of hours which are less than those prescribed for a full-time employee.

(b) By agreement between employer and employee, the specified number of hours may be balanced over a week, a fortnight or four weeks. Provided that the average weekly hours shall be deemed to be the specified number of hours for the purposes of accrual of annual leave.

(c) An employee whose hours are averaged over 4 weeks shall be paid each week or fortnight according to the employee’s average weekly or fortnightly hours as is appropriate.

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

(ii) Permanent part time employees shall be paid an hourly rate calculated on the basis of one thirty-eighth of the appropriate rate prescribed by Clause 9, Salaries, of this Agreement and, where applicable, one thirty-eighth of the appropriate allowance or allowances prescribed by Clause 11, Special Allowances, of this Agreement, with a minimum payment of 2 hours for each start, and one thirty-eighth of the appropriate allowances prescribed by Clause 17, Uniform and Laundry Allowances of this Agreement, but shall not be entitled to an additional day off or part thereof, as prescribed by subclauses (iii) and (v) of Clause 6, Hours of Work and Free Time of Employees Other Than Directors of Nursing.

(iii) Four weeks’ Annual Leave on ordinary pay is to be granted per annum. The provisions of subclauses (v) to (xi) of Clause 24, Annual Leave and Public Holidays, and Clause 25, Annual Leave Loading, of this Agreement shall apply to employees engaged under Part I of this clause. The remaining provisions of Clause 24, Annual Leave and Public Holidays shall not apply.

Where an employee has any period of permanent part-time employment during any 12 months qualifying period for annual leave, payment for such annual leave shall be calculated on the basis of the proportion that the average number of hours worked each week bears to 38 hours.

(iv) A public holiday occurring on an ordinary working day shall be allowed to employees without loss of pay; provided that an employee who is required to and does work on a public holiday shall have one day or one half day, as appropriate, added to their period of annual leave and be paid at the rate of one half time extra to the time actually worked. Such payment is in lieu of any additional rate for shift work or weekend work which would otherwise be payable had the day not been a public holiday. In lieu of adding to annual leave under this paragraph an employee may elect to be paid for the time actually worked at the rate of time and one half in addition to their ordinary weekly rate.
Such election shall be made on the commencement of employment and then on the anniversary date each year. The employee may not alter such election during the year except with the agreement of the employer. Where payment is made in lieu of leave in respect of time worked on a public holiday, payment shall be made for a minimum of four hours work, and any balance of the day or shift not worked shall be paid at ordinary rates.

(v) To the leave prescribed by subclause (iv) of part I of this clause there shall be added one working day for each public holiday or one half working day for each half public holiday which occurs on what would have been an ordinary working day during a period of annual leave.

(vi) For the purpose of Part I of this clause the following are to be public holidays, viz: New Year’s Day, Australia Day, Good Friday, Easter Saturday, Easter Monday, Anzac Day, Queen’s Birthday, Local Labour Day, Christmas Day, Boxing Day and any other day duly proclaimed and observed as a public holiday within the area in which the hospital is situated.

(vii) In addition to those public holidays prescribed in subclause (vi) of Part I of this clause, there shall be an extra public holiday each year. This additional public holiday will occur on the August Bank Holiday or on a date agreed by the respective employees and or their workplace representatives. This additional day may be taken by agreement between Christmas and New Year, provided that, such day is placed between Monday to Friday (inclusive) which is not gazetted as a public holiday.

(viii) The foregoing does not apply in areas where, in each year:

(a) a day in addition to the ten named public holidays specified in subclause (vi) Part I of this clause is proclaimed and observed as a public holiday; or

(b) two half days in addition to the ten named public holidays specified in subclause (vi) of Part I of this clause are proclaimed and observed as half public holidays.

(ix) In areas where in each year one half day in addition to the ten named public holidays specified in subclause (vi) of Part I of this clause is proclaimed and observed as a half public holiday, for the purposes of this Agreement the whole day is to be regarded and observed as a public holiday, and no additional public holiday which would otherwise apply as a result of this subclause will be observed.

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

(xi) Annual Review of Part-Time Hours

(a) A permanent part-time employee is one who was engaged as such and who is appointed to work for a specified number of hours, which are less than those prescribed for a full-time employee.

(b) At the request of an employee, the hours worked by the employee will be reviewed annually.

(c) Where the employees is regularly working more than their specified contracted hours, then it may be agreed that such contracted hours will be adjusted by the employer, to reflect the hours regularly worked. The agreement of Healthscope will not be unreasonably withheld. Such agreement will have regard to operational requirements, both present and projected.

(d) The hours worked in the following circumstances will not be incorporated in the adjustment:

(1) if the increase in hours is as a direct result of an employee being absent on leave, such as for example, annual leave, long service leave, maternity leave, workers compensation; and

(2) if the increase in hours is due to a temporary increase in hours only due, for example, to the specific needs of a patient.
(e) Any adjusted contracted hours resulting from the review identified in this subclause should, however, be such as to reflect roster cycles and shift configurations utilised in the workplace.

PART II - Casual Employees

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

(ii) A casual employee shall be paid an hourly rate calculated on the basis of one thirty-eighth of the appropriate rate, prescribed by Clause 9, Salaries, of this Agreement and where applicable one thirty-eighth of the appropriate allowance or allowances prescribed by Clause 11 Special Allowances, of this Agreement plus 20 per centum thereof, with a minimum payment of 2 hours for each start, and one thirty-eighth of the appropriate allowances prescribed by Clause 17, Uniform and Laundry Allowances, of this Agreement.

(iii) With respect to a casual employee the provisions of Clause 33, Deputy Directors of Nursing, Assistant Directors of Nursing; Clause 8, Rosters; Clause 19, Overtime; Clause 31, Special Provisions Relating to Trainee Enrolled Nurses; Clause 24, Annual Leave and Public Holidays and Clause 15, Fares and Expenses of this Agreement, shall not apply. Further, casual employees shall not be entitled to an additional day off or part thereof as prescribed by subclauses (iii) and (v) of Clause 6, Hours of Work and Free Time of Employees Other Than Directors of Nursing.

(iv) Casual employees have no entitlement to annual leave.

(v) A casual employee who is required to and does work on a public holiday as defined in sub-clauses (iii) and (iv) of Clause 24, Annual Leave and Public Holidays, shall be paid for the time actually worked at the rate of double time and one-half such payment being in lieu of weekend or shift allowances which would otherwise be payable had the day not been a public holiday; provided that a casual employee shall not be entitled to be paid in addition the allowance of 20 per centum prescribed in subclause (ii) of Part II in respect of such work.

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

(vii) Casual Conversion

(a) A casual employee who has been rostered on a regular and systematic basis over a period of 6 months has the right to request conversions to permanent employment:

(1) on a full time contract where the employee has worked on a full time basis throughout the period of casual employment; or

(2) on a permanent part time contract where the employee has worked on a permanent 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.

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

(c) Casual conversions will not apply where a casual covered absences of permanent staff that are expected to return to work.

PART III - Temporary Employees

(i) A temporary employee is one engaged for a set period not exceeding 13 weeks.

(ii) A temporary employee shall be paid, in addition to all rates and allowances to which the said employee is entitled under this Agreement, an allowance equal to 10 per centum of the rates prescribed for his or her
classification by Clause 9, Salaries, of this Agreement, provided that this subclause shall cease to apply upon:

(a) The said period of engagement being extended after the said period of 13 weeks;

(b) The employer and the employee agreeing during the said period of 13 weeks, that the employee shall be employed on a permanent part-time or full-time basis.

(iii) For entitlement to payment in respect of annual leave, refer to Clause 24, Annual Leave and Public Holidays.


(i) Annual leave will accrue on a pro rata basis and be credited to the employee monthly in accordance with the provisions of the National Employment Standards (NES) contained in the Fair Work Act 2009.

(a) Employees required to work on a seven (7) day basis - six (6) weeks annual leave per annum

(b) All other employees - four (4) weeks annual leave per annum.

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

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

(c) A public holiday occurring on an ordinary working day shall be allowed to employees covered by paragraph (b) of subclause (i) on full pay; provided that an employee who is required to and does work on a public holiday shall have one day or one half day, as appropriate, added to their period of annual leave and be paid at the rate of one half time extra for the time actually worked. Such payment is in lieu of any additional rate for shift work or weekend work which would otherwise be payable had the day not been a public holiday. In lieu of adding to annual leave under this paragraph an employee may elect to be paid for the time actually worked at the rate of time and one half in addition to their ordinary weekly rate. Such election shall be made on the commencement of employment and then on the anniversary date each year.

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

(d) Where a public holiday falls on a rostered day off of a shift worker as defined in Clause 5, Definitions, of this Agreement, and who receives four (4) weeks annual leave in accordance with paragraph (b) of subclause (i) of this clause, such shift worker shall be paid one day’s pay in addition to the weekly rate or if the employee so elects shall have one day added to the period of annual leave.

(e) To the leave prescribed by paragraph (b) of subclause (i) there shall be added one working day for each public holiday or one half working day for each half public holiday which occurs on what would have been an ordinary working day during a period of annual leave; provided that in the case of a shift worker referred to in paragraph (d) of this subclause the provision of this paragraph shall apply to any public holidays falling during the period of annual leave.
(iii) For the purpose of this subclause the following are to be public holidays, viz: New Year’s Day, Australia Day, Good Friday, Easter Saturday, Easter Monday, Anzac Day, Queen’s Birthday, Local Labor Day, Christmas Day, Boxing Day and any other day duly proclaimed and observed as a public holiday within the area in which the hospital is situated.

(iv) (a) In addition to those public holidays prescribed in subclause (iii) of this clause, employees are entitled to an extra public holiday each year. Such public holiday will occur

1. on the August Bank Holiday; or

2. on a date which is agreed upon by the respective employees and or their workplace representatives and the respective employers;

3. as an additional public holiday between Christmas and New Year; provided that such day is placed between Monday to Friday (inclusive) which is not gazetted as a public holiday.

The foregoing does not apply in areas where in each year:

1. a day in addition to the ten (10) named public holidays specified in subclause (iii) is proclaimed and observed as a public holiday; or

2. two half days in addition to the ten (10) named public holidays specified in subclause (i) are proclaimed and observed as half public holidays.

(b) In areas where in each year only one half day in addition to the ten (10) named public holidays specified in subclause (iii) is proclaimed and observed as a half public holiday for the purposes of this Agreement the whole day is to regarded and observed as a public holiday and no additional public holiday which would otherwise apply as a result of this subclause will be observed.

(v) (a) **Taking of Annual Leave** – An employee is entitled to take an amount of annual leave during a particular period if:

1. at least that amount if annual leave is credited to the employee; and

2. the employer has authorised the employee to take the annual leave during that period.

(b) Credit of time towards an allocated day off duty shall not accrue when an employee is absent in accordance with subclause (i) of this clause. Employees entitled to allocated days off duty in accordance with Clause 6, Hours of Work and Free Time of Employees Other Than Directors of Nursing, of this Agreement shall accrue credit towards an allocated day off duty in respect of each day those employees are absent on additional annual leave in accordance with subclauses (ii)(b) and subclause (ii)(c) of the Agreement.

(vi) Annual leave shall be taken in an amount and at a time which is approved by the employer subject to the operational requirements of the workplace. The employer shall not unreasonably withhold or revoke such approval.

(vii) **Extensive accumulated annual leave:** An employee must take an amount of annual leave during a particular period if:

(a) the employee is directed to do so by the employer, and

(b) at the time that the direction is given, the employee has annual leave credited to him or her of more than 1/13 of the number of ordinary hours worked by the employee for the employer during the period of 104 weeks ending at the time that the direction is given; and

(c) the amount of annual leave that the employee is directed to take is less than, or equal to, ¼ of the amount of credited annual leave of the employee at the time that the direction is given.
(viii) (a) Each employee before going on leave shall be paid for the period of the leave at the ordinary rate of salary to which she or he is entitled under this Agreement. Where an employee has any period of permanent part-time employment payment for such annual leave shall be calculated on the basis of the proportion that the average number of hours worked each week bears to 38 hours.

(b) An employee to whom paragraph (a) of subclause (i) applies shall be paid during the first twenty eight (28) consecutive days whilst on annual leave her or his ordinary rate of salary plus shift allowances and weekend penalties relating to ordinary time the employee would have worked if they had not been on annual leave; additional annual leave accrued under subclause (xi) attracts shift allowances and weekend penalties relating to ordinary time the employee would have worked if they had not been on annual leave; provided that the provisions of the preceding paragraphs of this subclause shall not apply to public holidays which occur during a period of annual leave or days which have been added to annual leave in accordance with paragraph (b) of subclause (ii) and subclause (iv) of this clause.

(ix) Cashing out of Annual Leave

Annual leave credited to an employee may be cashed out, subject to the following conditions:

(a) paid annual leave must not be cashed out if the cashing out would result in the employee’s remaining accrued entitlement to paid annual leave being less than 4 weeks; and

(b) each cashing out of a particular amount of paid annual leave must be by a separate agreement in writing between the employer and the employee; and

(c) the employee must be paid at least the full amount that would have been payable to the employee had the employee taken the leave that the employee has forgone.

(x) Where the employment of an employee is terminated the employee shall be entitled to receive, in addition to all other amounts due, in respect of service of less than one year an amount equal to one-twelfth (6/46ths in respect of employees rostered to work on a seven (7) day basis) of her or his ordinary pay for that period of employment together with payment for any days added to annual leave in accordance with subclause (ii) of this clause, and in calculating such payment no deduction is to be made for accommodation or board.

(xi) (a) In addition to the leave prescribed by subclause (i) employees who work their ordinary hours on Sundays and/or public holidays are entitled to receive additional annual leave as follows.

<table>
<thead>
<tr>
<th>Number of ordinary shifts worked on Sundays and/or public holidays during a qualifying period of employment for annual leave purposes</th>
<th>Additional Annual Leave</th>
</tr>
</thead>
<tbody>
<tr>
<td>4 - 10</td>
<td>1 day</td>
</tr>
<tr>
<td>11 - 17</td>
<td>2 days</td>
</tr>
<tr>
<td>18 - 24</td>
<td>3 days</td>
</tr>
<tr>
<td>25 - 31</td>
<td>4 days</td>
</tr>
<tr>
<td>32 or more</td>
<td>5 days</td>
</tr>
</tbody>
</table>

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.

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

(xii) Annual Leave and Service

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A period of annual leave does not break an employee's continuity of service and annual leave counts as service for all purposes.

25. Annual Leave Loading

(i) Before an employee is given and takes an annual holiday, or where by agreement between the employer and the employee the annual holiday is given and taken in more than one separate period, then before each of such separate periods the employer shall pay the employee a loading determined in accordance with this clause.

(ii) The loading is payable in addition to the pay for the period of holiday given and taken due to the employee under subclauses (i)(b) and (ii)(c) of Clause 24, Annual Leave and Public Holidays, of this Agreement, or in the case of part-time employees for the period of holiday given and taken and due to the employee.

(iii) The loading is to be calculated in relation to any period of annual holiday to which the employee becomes or has become entitled since 31 December 1973 and which commences on or after 11 July 1974 or, where such a holiday is given and taken in separate periods, then in relation to each such separate period.

(iv) The loading is the amount payable for the period or the separate periods, as the case may be, stated in subclause (iii) of the rate per week of 17½% of the appropriate ordinary weekly time rate of pay prescribed by this Agreement for the classification in which the employee was employed immediately before commencing by the employee's annual holiday together with any allowances prescribed by subclause (iii) of Clause 11, Special Allowances, of this Agreement.

(v) No loading is payable to an employee who takes an annual holiday wholly or partly in advance; provided that, if the employment of such an employee continues until the day when the employee would have become entitled under the said Clause 24, Annual Leave and Public Holidays, to an annual holiday, the loading then becomes payable in respect of the period of such holiday and is to be calculated in accordance with subclause (iv) of this clause applying the Agreement rates and wages payable on that day. This subclause applies where an annual holiday has been taken wholly or partly in advance after 31 December 1973 and the entitlement to the holiday arises on or after 11 July 1974.

(vi) (a) When the employment of an employee is terminated by his employer after 11 July 1974 for a cause other than misconduct, and at the time of termination the employee has not been given and has not taken the whole of an annual holiday to which he became entitled after 31 December 1973, he shall be paid a loading calculated in accordance with subclause (iv) of the period not taken.

(b) Except as provided by paragraph (a) of this subclause no loading is payable on the termination of an employee's employment.

(vii) This clause extends to an employee who is given and takes an annual holiday and who would have worked as a shift worker if the employee had not been on holidays; provided that, if the amount to which the employee would have been entitled by way of shift work allowances and weekend penalty rates to the ordinary time (not including time on a public or special holiday) which the employee would have worked during the period of the holiday exceeds the loading calculated in accordance with this clause, then that amount shall be paid to the employee in lieu of the loading.

26. Sick Leave

(i) Subject to the following limitations and conditions an employee shall be entitled to sick leave on full pay calculated by allowing 76 rostered ordinary hours of work for each year of continuous service less any sick leave on full pay already taken.

(a) An employee during the first year of employment with an employer shall be entitled to sick leave at the rate of 7½ hours at the end of each of the first five months continuous service. Upon completion of six months continuous service the employee shall be entitled to a further 3½ hours sick leave. For the purpose of this subclause, where service is continuous, each new entitlement will accrue at the monthly anniversary date of the commencement of employment (i.e., A person starting on 6 March would be entitled to their first 7½ hours on 6 April).
(b) An employee shall not be entitled to sick leave on full pay for any period in respect of which such employee is entitled to workers' compensation; provided, however, that an employer shall pay to an employee who has sick leave entitlement under this clause the difference between the amount received as workers' compensation and ordinary pay as defined in Clause 14 Penalty Rates for Shift Work and Weekend Work. The employee's sick leave entitlement under this clause shall, for each week during which such difference is paid, be reduced by that proportion of 38 hours which the difference paid bears to full pay.

(c) **Documentary evidence for sick leave purposes:** the employee must give the employer documentary evidence which may be in the form of either:

1. If is reasonably practicable to do so – a medical certificate from a registered health practitioner;
2. If it is not reasonably practicable for the employee to give the employer a medical certificate – a statutory declaration made by the employee

(d) The employer may dispense with the requirements of a medical certificate or statutory declaration when the absence does not exceed two consecutive days or where, in the employer's opinion, the circumstances are such as not to warrant such requirement.

(e) Each employee shall, as soon as reasonably practicable and in any case within 24 hours of the commencement of such absence, inform the employer of their inability to attend for duty and as far as possible state the nature of the injury or illness and the estimated duration of the absence.

(f) For the purpose of determining a full-time employee's sick leave credit as at 19 September 1986, sick leave entitlement shall be proportioned on the basis of 78:80

(ii) The employer shall not change the rostered hours of an employee fixed by the roster or rosters applicable to the fourteen days immediately following the commencement of sick leave merely by reason of the fact that they are on sick leave.

(iii) **Part-time employees:** A permanent part-time employee shall be entitled to sick leave in the same proportion of 76 hours as the average weekly hours worked over the preceding 12 months of from the time of the commencement of employment, whichever is the lesser, bears to 38 ordinary hours. Such entitlements shall be subject to all the above conditions applying to full-time employees.

(iv) With respect to an employee who is eligible for sick leave and who produces satisfactory documentary evidence to the effect that they have been incapacitated for a period of at least one week's duration while on annual leave, the employee may re-credit such employee with an equivalent period of annual leave.

(v) Subject to the provision of satisfactory documentary evidence and sick leave being due, extended or long service leave shall be re-credited where an illness of at least one-week's duration occurs during the period of extended or long service leave.

27. **Long Service Leave**

(i) For long service leave falling due prior to 20th February 1981, see Long Service Leave Act 1955.

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

(a) (1) Every employee after ten years' continuous service with the same employer shall be entitled to two months' long service leave on full pay; after fifteen years' continuous service to an additional one month's long service leave on full pay; and for each five years' continuous service thereafter to an additional one and one half months' long service leave on full pay. Such leave shall be taken at a time to be mutually arranged between the employer and the employee.

(2) Where the service of an employee with at least five years' service is terminated, the employee shall be entitled for five years' service to one month's long service leave on full
pay and for service after 5 years to a proportionate amount of such leave on full pay calculated on the basis of 2 months' long service leave for 10 years' service.

(b) Where an employee has acquired a right to extended leave under subclause (a) of this clause, then and in every such case:

(1) If before such leave has been entered upon the employment of such employee has been terminated such employee shall be entitled to receive the monetary value of the leave to which such employee has been entitled computed at the rate of salary which such employee had been receiving immediately prior to the termination of employment.

(2) If such employee dies before entering upon such extended leave, or if after having entered upon the same dies before its termination, his widow, or in the case of a widower leaving children his children or their guardians or other dependent relatives or their legal representatives, shall be entitled to receive the monetary value of the leave not taken or not completed, as the case may be, and computed at the rate of salary which the employee had been receiving at the time of death.

(c) For the purpose of this clause:

(1) Continuous service in the same hospital prior to the coming into force of this Agreement shall be taken into account.

(2) One month equals four and one-third weeks.

(3) Continuous service shall be deemed not to have been broken by:

(i) any period of absence on leave without pay not exceeding six months;

(ii) absence of an employee from the hospital whilst a member of the Defence Forces of the Commonwealth in time of war.

(d) Where any employee has been granted a period of long service leave prior to the coming into force of this Agreement the amount of such leave shall be debited against the amount of leave due under this Agreement.

(e) Any period(s) of part-time employment with the same employer shall count towards long service leave as provided for in paragraph 2(a) of this clause. Such long service leave shall be paid for on the basis of the proportion that the average number of hours worked per week bears to 38 hours.

(f) Where an employee has accrued a right to an allocated day off duty on pay prior to entering a period of long service leave such day shall be taken on the next working day immediately following the period of long service leave.

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

(g) Employees with ten or more year's service with the employer may request in writing to have all or part of their long service leave entitlement paid out in cash or contributed into superannuation instead of taking leave.

(h) Long service leave is to be taken by mutual agreement. Failing agreement, the employer may give the employer six months notice of the intent of the employee to take leave.

Provided that, where an employee makes a written request to take long service leave which has not been approved by the employer, that employee shall not be directed to take long service leave for a period of 12 months after that request.

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28. Compassionate Leave

(a) An employee shall be entitled to up to two days compassionate leave without deduction of pay, where a person described in 28(c) contracts or develops a personal illness or injury that poses a serious threat to life or dies.

(b) The employee must notify the employer as soon as practicable of the intention to take Compassionate Leave and will, if required by the employer, provide to the satisfaction of the employer proof of death or life threatening illness or injury.

(c) Compassionate leave shall be available to the employee in respect to a person prescribed for the purposes of personal/carer’s leave as set out in Clause 29(i)(c)(2) provided that, for the purpose of bereavement leave, the employee need not have been responsible for the care of the person concerned.

(d) Compassionate Leave may be taken in conjunction with other leave available under subclauses (ii), (iii), (iv), (v) and (vi) of Clause 29, Personal/Carer’s Leave. In determining such a request, the employer will give consideration to the circumstances of the employee and the reasonable requirements of the business.

(ii) The above principles are not intended to codify completely purposes for which compassionate leave with pay may be allowed. The element of unforeseen emergency could be present in other situations, eg: floods and bushfires, which clearly prevent attendance for duty.

29. Personal/Carer’s Leave

(i) Use of Sick Leave

(a) An employee, other than a casual employee, with responsibilities in relation to a class of person set out subparagraph (2) of paragraph (c) of subclause (i) Use of Sick Leave, of Clause 29, Personal/Carer’s Leave, who needs the employee’s care and support, shall be entitled to use, in accordance with this subclause, any current or accrued sick leave entitlement, provided for at Clause 26, Sick Leave for absences to provide care and support for such persons when they are ill, or who require care due to an unexpected emergency. Such leave may be taken for part of a single day.

Where the parties are unable to reach agreement the disputes procedure at Clause 39, Resolution of Disputes should be followed.

(b) Documentary evidence for personal/carer leave purposes: in accordance with the Fair Work Act, the employee shall, if required by the employer provide documentary evidence in relation to a period of carer’s leave taken or to be taken by the employee to provide care or support to a member of the employee’s immediate family or a member of the employee’s household. The employee shall, if required,

(1) establish either by production of satisfactory documentary evidence, the illness of the person concerned and that the illness is such as to require care by another person, or

(2) establish by production of documentation acceptable to the employer or a statutory declaration, the nature of the emergency and that such emergency resulted in the person concerned requiring care by the employee.

(3) In normal circumstances, an employee must not take carer’s leave under this subclause where another person had taken leave to care for the same person.

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

(1) the employee being responsible for the care of the person concerned; and
(2) the person concerned being:

(i) a spouse of the employee; or

(ii) a de facto spouse, who, in relation to a person, is a person of the opposite sex to the first mentioned person who lives with the first mentioned person as the husband or wife of that person on a bona fide domestic basis although not legally married to that person; or

(iii) a child or an adult child (including an adopted child, a step child, a foster child or an ex-nuptial child), parent (including a foster parent and legal guardian), grandparent, grandchild or sibling of the employee or spouse or de facto spouse of the employee; or

(iv) a same sex partner who lives with the employee as the de facto partner of that employee on a bona fide domestic basis; or

(v) a relative of the employee who is a member of the same household, where for the purposes of this paragraph:

(a) "relative" means a person related by blood, marriage or affinity;

(b) "affinity" means a relationship that one spouse because of marriage has to blood relatives of the other; and

(c) "household" means a family group living in the same domestic dwelling.

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

(ii) Unpaid leave for family purpose

An employee may elect, with the consent of the employer, to take unpaid leave for the purpose of providing care and support to a class of person set out in subparagraph (2) of paragraph (c) of subclause (i) Use of Sick Leave of this clause who is ill or who requires care due to an unexpected emergency.

(iii) Annual Leave

(a) An employee may elect, with the consent of the employer to take annual leave not exceeding ten days in single-day periods, or part thereof, in any calendar year at a time or times agreed by the parties

(b) Access to annual leave, as prescribed in paragraph (a) of this subclause, shall be exclusive of any shutdown period provided for elsewhere under this Agreement.

(c) An employee and employer may agree to defer payment of the annual leave loading in respect of single day absences, until at least five consecutive annual leave days are taken.

(d) An employee may elect with the employers agreement to take annual leave at any time within a period of 24 months from the date at which it falls due.

(iv) Time Off in Lieu of Payment for Overtime

(a) For the purpose only of providing care and support for a person in accordance with subclause (i) of this clause, and despite the provisions of Clause 19, Overtime, the following provisions shall apply.
(b) An employee may elect, with the consent of the employer, to take time off in lieu of payment for overtime at a time or times agreed with the employer within 12 months of the said election.

(c) Overtime taken as time off during ordinary time hours shall be taken at the ordinary time rate, that is an hour for each hour worked.

(d) If, having elected to take time as leave in accordance with paragraph (a) of this subclause, the leave is not taken for whatever reason payment for time accrued at overtime rates shall be made at the expiry of the 12-month period or on termination.

(e) Where no election is made in accordance with the said paragraph (a), the employee shall be paid overtime rates in accordance with the Agreement.

(v) Make-up time

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

(b) An employee on shift work may elect, with the consent of the employer, to work "make-up time" (under which the employee takes time off ordinary hours and works those hours at a later time), at the shift work rate which would have been applicable to the hours taken off.

(vi) Rostered Days Off

(a) An employee may elect, with the consent of the employer, to take a rostered day off at any time.

(b) An employee may elect, with the consent of the employer, to take rostered days off in part day amounts.

(c) An employee may elect, with the consent of the employer, to accrue some or all rostered days off for the purpose of creating a bank to be drawn upon at a time mutually agreed between the employer and employee, or subject to reasonable notice by the employee or the employer.

(d) This subclause is subject to the employer informing the affected employees and their workplace representatives of its intention to introduce an enterprise system of RDO flexibility, and providing a reasonable opportunity for the affected employees and their workplace representatives to participate in negotiations.

(vii) Personal Carer's Entitlement for Casual Employees

(a) Subject to the evidentiary and notice requirements in subparagraph (1) of paragraph (b) of subclause (i) Use of Sick Leave casual employees are entitled to not be available to attend work, or to leave work if they need to care for a person prescribed in subparagraph (2) of paragraph (c) of subclause (i) Use of Sick Leave of this clause who are sick and require care and support, or who require care due to an unexpected emergency, or the birth of a child.

(b) The employer and the employee shall agree on the period for which the employee will be entitled to not be available to attend work. In the absence of agreement, the employee is entitled to not be available to attend work for up to 48 hours (i.e. two days) per occasion. The casual employee is not entitled to any payment for the period of non-attendance.

(c) An employer must not fail to re-engage a casual employee because the employee accessed the entitlements provided for in this clause. The rights of an employer to engage or not to engage a casual employee are otherwise not affected.

30. Staff Amenities

The employer shall provide for the use of employees:
(i) A suitable changing room and adequate washing and toilet facilities;

(ii) An employer will provide a secure area which may include a locker for the keeping of personal affects of such employee in each ward area.

(iii) An employer shall provide for an employee morning and afternoon tea, supper and early morning tea (which shall include tea or coffee together with milk and sugar) when the employee is on duty, at times appropriate for the partaking thereof, and shall provide also for such an employee, who requires them, meals of a reasonable standard, which fall due during the duty period, and for such meals so provided may make a charge, provided that the charge for breakfast shall be the sum set out in Item 17 of Table 2 - Other Rates and Allowances, of Part B, Monetary Rates and the sum set out in Item 18 of Table 2 for other meals. The charges referred to in this subclause are to be adjusted in accordance with the movement in Consumer Price Index All Groups Weighted Average eight (8) Capital Cities. The employers are entitled to set prices for meals at a level to cover labour and ingredient costs.

31. Special Provisions Relating To Trainee Enrolled Nurses

(This clause does not apply to part-time employees.)

(i) Where a trainee enrolled nurse has transferred from one training school to another, the time allowed by the Board in the first training school shall be counted in computing salary.

(ii) A trainee enrolled nurse, who is absent from training for not more than two weeks, exclusive of annual leave, in any period of twelve months training shall, for the purpose of annual increase in salary under Clause 9, Salaries, of this Agreement, be deemed to have completed the particular year of training twelve calendar months after the commencement thereof notwithstanding such absence, but if absent for more than the aforesaid time in any such period the particular year of training shall not be deemed to have been completed until the employee has served the actual period of excess of such time.

32. Escort Duty

(i) Periods during which an employee, other than Director of Nursing, is engaged in nursing duties, viz, in attendance on a patient, shall be paid as working time under this Agreement. Where applicable, overtime shall be payable.

(ii) All reasonable out-of-pocket expenses shall be reimbursed.

(iii) Rostered time shall be paid as such even though an employee may be travelling, in hotel/motel accommodation, or waiting for transport.

(iv) In respect of non-rostered time not spent in nursing duties:

   (a) Periods in hotel/motel accommodation or waiting for transport shall not be counted as working time;

   (b) Periods in travelling shall count as working time.

33. Deputy Directors of Nursing, Assistant Directors Of Nursing

(i) The following appointments shall be made in hospitals with adjusted daily averages of occupied beds as specified hereunder:

   Less than 40 beds - a Deputy Director of Nursing except where

   (a) the Registered Nurses at the hospital are all given the same duties and no Registered Nurse is delegated Deputy Director of Nursing duties; and

   (b) the Director of Nursing perceives no requirement for a Deputy Director of Nursing to be employed.
40 beds and over but less than 75 beds - a Deputy Director of Nursing except where
(a) at least two full time equivalent Nursing Unit Managers are employed; and
(b) the Director of Nursing perceives no requirement for a Deputy Director of Nursing to be employed.
75 beds and over but less than 150 beds - a Deputy Director of Nursing
150 beds and over - a Deputy Director of Nursing, and one or more Assistant Directors of Nursing.

Provided that no Deputy Director of Nursing employed as at 1 January 1998 shall be dismissed or
demoted as a result of the implementation of this clause.

(ii) Appointments under subclause (i) of this clause shall be made within two calendar months of the date this
Agreement becomes operative and thereafter within two calendar months of the occurrence of a vacancy.
In default of appointment within the said period of two calendar months of the occurrence of a vacancy,
the registered nurse employed as such or in a higher classification who has customarily relieved, in the
vacant position, or if no one has so customarily relieved, the registered nurse employed in the same or the
next senior classification at the hospital, shall be deemed to be appointed until such time as another
appointment is made by the hospital.

34. Medical Examination of Nurses

(i) Medical examination of nurse will be in accordance with Healthscope policy as varied from time

(ii) The costs involved in the various screening and protection procedure shall be borne by the employer

35. Domestic Work

(i) Except as hereinafter provided, nurses, student nurses, trainee enrolled nurses, enrolled nurses and
assistants-in-nursing shall 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 shall not preclude the employment of nurses, student nurses, trainee
enrolled nurses, enrolled nurses and assistants-in-nursing on any of such duties in an isolation block or
where the performance of those duties involves disinfection.

(ii) Nothing in subclause (i) of this clause shall preclude a student nurse, trainee enrolled nurse, enrolled
nurse or an assistant-in-nursing 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.

(iii) Nothing in subclause (i) of this clause shall 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.

36. Labour Flexibility

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

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

(i) Except for misconduct justifying summary dismissal, subject to 37(ii) below, the following notice periods will apply upon termination of employment:

<table>
<thead>
<tr>
<th>Employee's period of continuous service with the employer at the end of the day the notice is given</th>
<th>Period</th>
</tr>
</thead>
<tbody>
<tr>
<td>Not more than 1 year</td>
<td>1 week</td>
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<tr>
<td>More than 1 year but not more than 3 years</td>
<td>2 weeks</td>
</tr>
<tr>
<td>More than 3 years but not more than 5 years</td>
<td>3 weeks</td>
</tr>
<tr>
<td>More than 5 years</td>
<td>4 weeks</td>
</tr>
</tbody>
</table>

(ii) An employee who is a Director of Nursing, will be entitled to 4 weeks' notice or by the payment of twenty eight days salary in lieu thereof regardless of length of service.

(iii) If an employee is over 45 years old and has completed at least 2 years of continuous service with the employer at the end of the day the notice is given the employee is entitled to 1 weeks' additional leave.

(iv) No employee shall, without the consent of the employer, resign without having given fourteen days' notice (or in the case of a director of nursing, twenty eight days' notice weeks' notice) of intention so to do or forfeiting salary earned during the pay period current at the time of resignation; provided that in no circumstances shall the employee other than a Director of Nursing forfeit more than fourteen days' pay, and a director of nursing more than twenty eight days pay at the rates prescribed for her or his classification by Clause 9, Salaries, of this Agreement.

(v) Upon the termination of the services of an employee, the employer shall furnish the employee with a written statement, surely signed by or on behalf of the employer, setting out the period of the employment and the capacity in which the employee was employed.

(vi) Employees who have accrued additional days off duty pursuant to subclause (vii) of Clause 6, Hours of Work and Free Time of Employees Other Than Directors of Nursing, shall be paid for such accrued time at ordinary rate of pay upon termination.

(vii) Prior to reaching any decision to terminate the employment of an employee on grounds other than would justify summary dismissal, the employer will:

(a) Inform the employee that the termination of their employment is being considered;

(b) Advise the employee of the reasons for termination; and

(c) Provide the employee with an opportunity to show cause why their employment should not be terminated.

(viii) An employee shall be given reasonable time to respond, and shall be provided with details of any relevant material. An employee who wishes to be represented may, at the request of the employee, be represented by a workplace representative.

38. **Attendance at Meetings And Fire Drills**

(i) Any employee required to work outside the ordinary hours of work in satisfaction of the requirements for compulsory fire safety practices (fire drill and evacuation procedures) contained from time to time within the Private Hospitals and Day Procedure Centres Act 1988, and the regulations made there under, shall be entitled to be paid the "ordinary rate" for the actual time spent in attendance at such practices. In lieu of receiving payment, employees may with the agreement of the employer be permitted to be free from duty for a period of time equivalent to the period spent in attendance at such meetings. Such time spent in attendance shall not be viewed as overtime for the purposes of this Agreement.
(ii) Any employee required to attend Occupational Health and Safety Committee and/or Board of Management meetings in the capacity of employee representative shall, if such meetings are held outside the ordinary hours of work, be entitled to receive payment at the "ordinary rate" for the actual time spent in attendance at such meetings. In lieu of receiving payment, employees may with the agreement of the employer be permitted to be free from duty for a period of time equivalent to the period spent in attendance at such meetings. Such time spent in attendance shall not be viewed as overtime for the purposes of this Agreement.

(iii) For the purposes of this clause "ordinary rate" shall include amounts payable under Clause 9, Salaries, and Clause 11, Special Allowances, subclauses (i) and (ii), of this Agreement; plus, where appropriate, the 20% loading prescribed in Clause 23 Part-time, Casual and Temporary Employees of this Agreement for employees engaged otherwise than as a full-time or permanent part-time employee.

39. Resolution of Disputes

(i) With a view to an amicable and speedy settlement of all disputes, including about any matter in this agreement or the NES, which cannot be resolved between the employees and/or their workplace representatives and the supervising staff, such dispute shall be referred to the management of the facility who will arrange for the matter to be discussed with the employee concerned and/or their workplace representative.

(ii) Failing settlement of the issue at this level the matter shall be submitted to a committee consisting of not more than four members, two of whom shall be appointed by the employer and two elected by employees.

(iii) For the purposes of paragraph (ii) herein, the employer shall convene a meeting or meetings of all employees, on the first available date after 1 February each year, for the election by employees of two employee representatives on the Disputes Committee. The elected workplace representatives shall continue to hold those positions until the election the following year.

(iv) Should the steps set out in paragraphs (i) and (ii) above fail to result in a resolution of the dispute, the employees concerned, the workplace representatives or the employer may refer the matter to Fair Work Australia or its successor ("FWA") for resolution by conciliation and, where the matter in dispute remains unresolved, arbitration.

(v) It is a term of this Agreement that while the dispute resolution procedure is being conducted work shall continue normally unless an employee has a reasonable concern about the imminent risk to their healthy or safety.

(vi) Any dispute referred to FWA under this clause should be dealt with by a member agreed to by the parties at the time or, in default of such agreement, a member nominated by either the head of the relevant panel or the President.

(vii) Powers of Fair Work Australia

(a) The parties agree that the Arbitrator shall have the power to do all such things as are necessary for the just resolution of the dispute.

(b) The Arbitrator shall be provided access to the workplace to inspect or view any work, material, machinery, appliance, article, document or other thing or interview any employee who is usually engaged in work at the workplace.

(c) The parties agree that the Arbitrator may give all such directions and do all such things as are necessary for the just resolution and determination of the dispute, including, but not limited to those things set out in Chapter 5, Part 5-1 Division 3 (s585-611) of the Fair Work Act as at the time of making the agreement.

(d) The parties agree that the Arbitrator shall have the power to decide on appropriate remedies to resolve the dispute.
(e) Subject to any review of the Arbitrator’s decision or direction relating to the dispute, the decision or direction shall be accepted by all affected parties as a settlement of the dispute and shall be implemented by them.

(f) The parties agree to confer immunity on the Arbitrator for all matters relating to the dispute resolution between the parties.

(vii) This clause shall not be a vehicle for the improvement or alteration to the terms of this Agreement including wages and conditions or the reopening of this agreement except where there is mutual agreement to do so. Nothing in this subclause limits the rights of either party to access the relevant court.

(viii) To avoid any doubt employees may be represented at any stage of this dispute resolution procedure.

40. Nursing Workloads

(i) The employer is committed to ensuring that staffing levels are appropriate, in order to ensure the delivery of high quality patient care and a safe working environment for nurses.

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

(iii) Healthscope will endeavour to ensure that unexpected admissions do not prohibit the delivery of good nursing care.

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

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

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

(vii) The employee may be represented by their workplace representatives.

(viii) If the matter is not settled with a reasonable period of time, subclauses (iii) – (vii) of Clause 39 Resolution of Disputes will apply.

(ix) In determining workloads the employer is entitled to take into account the needs of the workplace including patient care and the need to roster employees at short notice in accordance with subclause (vi) of Clause 8, Rosters of this Agreement.

41. Parental Leave

(i) The entitlements of employees to parental leave are governed by the National Employment Standards (the NES) as detailed in Division 5, Part 2-2 in Chapter 2 of the Fair Work Act 2009. The following provisions shall also apply in addition to those set out in the NES:

The Basic Entitlement

(a) After 12 months continuous service parents are entitled to a combined total of 52 weeks unpaid parental leave on a shared basis in relation to the birth of a child of the employee, or the employee’s spouse or de facto partner or the placement of a child with the employee for adoption.

(b) Parents may simultaneously take an unbroken period of one week of leave at the time of the birth of the child (or up to three weeks in the case of an adoption).
(c) Return to work after parental leave:

(1) An employee returning to work after a period of parental leave is entitled to be employed in:
   (i) the position held by the employee immediately before proceeding on that leave, or
   (ii) if the employee worked part-time or on a less regular casual basis because of the
        pregnancy before proceeding on maternity leave—the position held immediately before
        commencing that part-time work or less regular casual work, or
   (iii) if the employee was transferred to a safe job before proceeding on maternity leave—the
        position held immediately before the transfer.

(2) If the position no longer exists but there are other positions available that the employee is
    qualified for and is capable of performing, the employee is entitled to be employed in a position
    as nearly as possible comparable in status and pay to that of the employee's former position.

(3) In this section, a reference to employment in a position includes, in the case of a casual
    employee, a reference to work for an employer on a regular and systematic basis.

(d) Transfer to a safe job

(1) This section applies whenever the present work of a female employee is, because of her
    pregnancy or breastfeeding, a risk to the health or safety of the employee or of her unborn or
    new born child. The assessment of such a risk is to be made on the basis of a medical certificate
    supplied by the employee and of the obligations of the employer under the Occupational Health

(2) The employer is to temporarily adjust the employee's working conditions or hours of work to
    avoid exposure to that risk.

(3) If such an adjustment is not feasible or cannot reasonably be required to be made, the employer
    is to transfer the employee to other appropriate work that:
       (i) will not expose her to that risk, and
       (ii) is as nearly as possible comparable in status and pay to that of her present work.

(4) If such a transfer is not feasible or cannot reasonably be required to be made, the
    employer is to grant the employee maternity leave (or any available paid sick leave) for as long
    as is necessary to avoid exposure to that risk, as certified by a medical practitioner.

(ii) An employer must not fail to re-engage a regular casual employee because:

   (a) the employee or employee's spouse, de facto or same sex partner is pregnant; or

   (b) the employee is or has been immediately absent on parental leave.

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

(iii) Right to request

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

      (1) to extend the period of simultaneous unpaid parental leave use up to a maximum of eight
          weeks;

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

to assist the employee in reconciling work and parental responsibilities.

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

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

The employee's request and the employer's decision made pursuant to subparagraph (2) of paragraph (a) of subclause (iii) Right to Request and subparagraph (3) of paragraph (a) of subclause (iii) Right to Request of this clause must be recorded in writing.

(d) Request to return to work part-time

Where an employee wishes to make a request pursuant subparagraph (3) of paragraph (a) of subclause (iii) Right to Request of this clause such a request must be made as soon as possible but not less than seven weeks prior to the date upon which the employee is due to return to work from parental leave.

(iv) Communication during parental leave

(a) Where an employee is on parental leave and a definite decision has been made to introduce significant change at the workplace, the employer shall take reasonable steps to:

(1) make information available in relation to any significant effect the change will have on the status or responsibility level of the position the employee held before commencing parental leave; and

(2) provide an opportunity for the employee to discuss any significant effect the change will have on the status or responsibility level of the position the employee held before commencing parental leave.

(b) The employee shall take reasonable steps to inform the employer about any significant matter that will affect the employee’s decision regarding the duration of parental leave to be taken, whether the employee intends to return to work and whether the employee intends to request to return to work on a part-time basis.

(c) The employee shall also notify the employer of changes of address or other contact details which might affect the employer’s capacity to comply with paragraph (a) of this subclause.

(v) Paid Parental Leave

(a) An employee who commences maternity leave will be entitled to either:

(1) nine (9) weeks paid maternity leave which shall be inclusive of her parental leave entitlement to be paid at the commencement of the parental leave period; or

(2) At the request of the employee, eighteen (18) weeks paid maternity leave at half pay.

The period of paid maternity leave will be based on average hours worked in the preceding 12 months prior to preceding on maternity leave.

(b) Paid maternity leave will be reviewed following any change implemented on a national basis, such that the employer will not be liable for any cost in excess of that prescribed above.
42. Superannuation

(i) Definitions

(a) "Approved fund" means the:
(1) Health Employees' Superannuation Trust Australia (HESTA)
(2) Health Industry Plan (HIP)
(3) Health Super (for employees transferring from Victoria)

(b) "Complying regulated fund" means a superannuation fund that is regulated under the Superannuation Industry (Supervision) Act 1993 and has been issued with a Certificate of Compliance by the Australian Prudential Regulation Authority.

(c) "Ordinary-time earnings" means remuneration for an employee's weekly number of hours of work, excluding overtime hours, calculated at the ordinary-time rate of pay, including the following:
(1) Monday to Friday shift premiums for ordinary hours of work;
(2) Weekend shift premiums for ordinary hours of work;
(3) Public holiday loadings;
(4) Any percentage addition payable to casual employees for ordinary hours or work;
(5) Ordinary time allowances (not including expense related allowances);
(6) Overaward payments for ordinary hours of work

(d) "Qualified employee" means:
(1) a full-time or part-time employee who has completed at least four weeks service in the industry of nursing. Provided that once this period has elapsed, payments shall be made for the entire period of service with the employer;
(2) a casual employee who has earned in excess of $2,000.00 ordinary-time earnings during their employment with an employer in the course of any one year (1 July to 30 June).

(ii) Superannuation Legislation

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

(iii) Contributions

(a) For qualified employees the employer shall, in respect of each employee, pay a sum equal to the Superannuation Guarantee legislation, as amended from time to time, of the employee's gross ordinary time earnings into an approved fund. Such contributions shall be remitted to the approved fund on a monthly basis. With respect to casual employees, contributions shall be remitted at the time that employees receive their annual group certificates.

(b) An employee may nominate one complying fund to which all Agreement and statutory superannuation contributions shall be paid, subject to employer approval of the fund nominated by the employee. Provided that the employer shall not unreasonably withhold agreement unless it establishes good and proper reasons for the withholding of the agreement.
(c) Where no such nomination is made before any such contributions become payable, the contributions referred to in this clauses will be paid to the approved fund nominated by the Employer for that place of employment.

(iv) **Salary Sacrifice to Superannuation**

(a) Salary Sacrifice to Superannuation means the option of making additional superannuation contributions by electing to sacrifice a portion of the gross earnings (pre tax dollars) under the parent awards. This will give the effect of reducing the taxable income by the amount for salary sacrifice.

(b) Salary sacrifice to superannuation shall be offered to employees by mutual agreement between the employee and employer.

(c) Such election must be made prior to the commencement of the period of service to which the earnings relate.

(d) Changes to a sacrificed amount will be permitted in the months of February and September without incurring an administration charge. Changing from full-time to part-time or part-time to full-time employment will not be classified as a change for administration charge purposes.

(e) The amount sacrificed must not exceed any relevant superannuation guarantee contribution limit.

(f) The sacrificed portion of salary reduces the salary subject to PAYG Taxation deductions.

(g) Any allowance, penalty rate, overtime payment for unused leave entitlements, other than any payments for leave taken whilst employed, shall be calculated by reference to the salary which would have applied to the employee in the absence of any salary sacrifice to superannuation. Payment for leave taken whilst employed will be at the post salary sacrificed amount.

(h) Salary sacrifice arrangements can be cancelled by either the employer or employee at any time provided either party gives one months notice. The employer has the right to withdraw from offering salary sacrifice to employees without notice if there is any alteration to relevant Australian Taxation legislation.

(i) Contributions payable by the employer in relation to the Superannuation Guarantee Legislation shall be calculated by reference to the salary which would have applied to the employee under this Agreement in the absence of any salary sacrifice.

(j) Employers will not use any amount that is salary sacrificed by an employee to negate contributions payable under the Superannuation Guarantee Legislation.

(k) The employee shall have the portion of payable salary that is sacrificed paid as additional employer superannuation contributions into the same superannuation fund that receives the employer’s SGC contributions.

(l) Nothing in this clause shall affect the right of an employer to maintain alternate arrangements with respect to salary sacrifice for employees.

(m) Long service leave accruals can be paid into superannuation at the employees election

(v) **Grievance Procedure**

Refer to Clause 39, Resolutions of Disputes contained in this Agreement.

43. **Introduction of Change and Redundancy**

(i) **Introduction of Change**

(a) Employer’s Duty to Notify
(1) Where an employer has made a definite decision to introduce major changes in production, programme, organisation, structure or technology that are likely to have significant effects on employees, the employer shall notify the employees who may be affected by the proposed changes, and if requested by the employees their workplace representatives.

(2) "Significant effects" include termination of employment, major changes in the composition, operation or size of the employer's workforce or in the skills required, the elimination or diminution of job opportunities, promotion opportunities or job tenure, the alteration of hours of work, the need for retraining or transfer of employees to other work or locations and the restructuring of jobs.

(b) Employer's Duty to Discuss Change

(1) The employer shall discuss with the employees affected and their workplace representatives, inter alia, the introduction of the changes referred to in subclause (i) of this clause, the effects the changes are likely to have on employees and measures to avert or mitigate the adverse effects of such changes on employees, and shall give prompt consideration to matters raised by the employees and if requested by the employees, their workplace representatives in relation to the changes.

(2) The discussion shall commence as early as practicable after a definite decision has been made by the employer to make the changes referred to in the said subclause (i).

(3) For the purpose of such discussion, the employer shall provide to the employees concerned and their workplace representatives, all relevant information about the changes including the nature of the changes proposed, the expected effects of the changes on employees and any other matters likely to affect employees, provided that any employer shall not be required to disclose confidential information the disclosure of which would adversely affect the employer.

(ii) Redundancy

(a) Discussions Before terminations

(1) Where the employer has made a decision that they no longer wish the job an employee has been doing to be done by anyone and pursuant to subparagraph (1) of paragraph (a) of subclause (i) of this clause, and that decisions may lead to the termination of employment, the employer shall hold discussions with the employees directly affected and if requested by the employees, their workplace representatives.

(2) The discussions shall take place as soon as practicable after the employer has made a definite decision which will invoke the provisions of subparagraph (1) of paragraph (a) of this clause and shall cover, inter alia, any reasons for the proposed terminations, measures to avoid or minimise the terminations and measures to mitigate any adverse effects of any termination on the employees concerned.

(3) For the purpose of the discussion the employer shall, as soon as practicable, provide to the employees concerned and their workplace representatives, all relevant information about the proposed terminations including the reasons for the proposed terminations, the number and categories of employees likely to be affected, and the number of employees normally employed and the period over which the terminations are likely to be carried out. Provided that any employer shall not be required to disclose confidential information the disclosure of which would adversely affect the employer.

(iii) Termination of Employment

(a) Notice for Changes in Production, Programme, Organisation or Structure
This subclause sets out the notice provisions to be applied to terminations by the employer for reasons arising from production, programme, organisation or structure in accordance with subparagraph (1) of paragraph (a) of subclause (i) Introduction of Change:

(1) In order to terminate the employment of an employee the employer shall give to the employee the following notice:

<table>
<thead>
<tr>
<th>Period of continuous service</th>
<th>Period of notice</th>
</tr>
</thead>
<tbody>
<tr>
<td>Less than 1 year</td>
<td>1 week</td>
</tr>
<tr>
<td>1 year and less than 3 years</td>
<td>2 weeks</td>
</tr>
<tr>
<td>3 years and less than 5 years</td>
<td>3 weeks</td>
</tr>
<tr>
<td>5 years and over</td>
<td>4 weeks</td>
</tr>
</tbody>
</table>

(2) In addition to the notice above, employees over 45 years of age at the time of the giving of the notice, with not less than two years continuous service, shall be entitled to an additional week's notice.

(c) Payment in lieu of the notice above shall be made if the appropriate notice period is not given. Provided that employment may be terminated by part of the period of notice specified and part payment in lieu thereof.

(b) Notice for Technological Change

This subclause sets out the notice provisions to be applied to terminations by the employer for reasons arising from "technology" in accordance subparagraph (1) of paragraph (a) of subclause (i) Introduction of Change:

(1) In order to terminate the employment of an employee the employer shall give to the employee three months notice of termination.

(2) Payment in lieu of the notice above shall be made if the appropriate notice period is not given. Provided that employment may be terminated by part of the period of notice specified and part payment in lieu thereof.

(3) The period of notice required by this subclause to be given shall be deemed to be service with the employer for the purposes of the Long Service Leave Act 1955, the Annual Leave Provisions of the NES, or any Act amending or replacing either of the Acts.

(c) Time Off During the Notice Period

(1) During the period of notice of termination given by the employer, an employee shall be allowed up to one day's time off without loss of pay during each week of notice, to a maximum of five weeks, for the purpose of seeking other employment.

(2) If the employee has been allowed paid leave for more than one day during the notice period for the purpose of seeking other employment, the employee shall, at the request of the employer, be required to produce proof of attendance at an interview or the employee shall not receive payment for the time absent.

(d) Employee Leaving During the Notice Period

If the employment of an employee is terminated (other than for misconduct) before the notice period expires, the employee shall be entitled to the same benefits and payments under this clause had the employee remained with the employer until the expiry of such notice. Provided that in such circumstance the employee shall not be entitled to payment in lieu of notice.

(e) Statement of Employment

The employer shall, upon receipt of a request from an employee whose employment has been terminated, provide to the employee a written statement specifying the period of the employee's employment and the classification of or the type of work performed by the employee.
(f) **Notice to Centrelink**

Where a decision has been made to terminate the employment of employees, the employer shall notify Centrelink thereof as soon as possible giving relevant information including the number and categories of the employees likely to be affected and the period over which the terminations are intended to be carried out.

(g) **Centrelink Employment Separation Certificate**

The employer shall, upon receipt of a request from an employee whose employment has been terminated, provide to the employee an "Employment Separation Certificate" in the form required by Centrelink.

(h) **Transfer to Lower Paid Duties**

Where an employee is transferred to lower paid duties, for reasons set out in subparagraph (1) of paragraph (a) of subclause (ii) Redundancy – Discussions before termination the employee shall be entitled to the same period of notice of transfer as the employee would have been entitled to if the employee’s employment had been terminated, and the employer may at the employer’s option make payment in lieu thereof of an amount equal to the difference between the former ordinary-time rate of pay and the new ordinary-time rate for the number of weeks notice still owing.

(vi) **Severance Pay**

(a) Where the employment of an employee is to be terminated, the employer shall pay the following severance pay in respect of a continuous period of service.

(1) If an employee is under 45 years of age, the employer shall pay in accordance with the following scale:

<table>
<thead>
<tr>
<th>Years of Service</th>
<th>Entitlement</th>
</tr>
</thead>
<tbody>
<tr>
<td>Less than 1 year</td>
<td>Nil</td>
</tr>
<tr>
<td>1 year and less than 2 years</td>
<td>4 weeks</td>
</tr>
<tr>
<td>2 years and less than 3 years</td>
<td>7 weeks</td>
</tr>
<tr>
<td>3 years and less than 4 years</td>
<td>10 weeks</td>
</tr>
<tr>
<td>4 years and less than 5 years</td>
<td>12 weeks</td>
</tr>
<tr>
<td>5 years and less than 6 years</td>
<td>14 weeks</td>
</tr>
<tr>
<td>6 years and over</td>
<td>16 weeks</td>
</tr>
</tbody>
</table>

(2) Where an employee is 45 years of age or over, the entitlement shall be in accordance with the following scale:

<table>
<thead>
<tr>
<th>Years of Service</th>
<th>Entitlement</th>
</tr>
</thead>
<tbody>
<tr>
<td>Less than 1 year</td>
<td>Nil</td>
</tr>
<tr>
<td>1 year and less than 2 years</td>
<td>5 weeks</td>
</tr>
<tr>
<td>2 years and less than 3 years</td>
<td>8.75 weeks</td>
</tr>
<tr>
<td>3 years and less than 4 years</td>
<td>12.5 weeks</td>
</tr>
<tr>
<td>4 years and less than 5 years</td>
<td>15 weeks</td>
</tr>
<tr>
<td>5 years and less than 6 years</td>
<td>17.5 weeks</td>
</tr>
<tr>
<td>6 years and over</td>
<td>20 weeks</td>
</tr>
</tbody>
</table>

(3) “Week’s pay” means the all-purpose rate of pay for the employee concerned at the date of termination. For the purposes of this clause, in addition to the ordinary rate of pay and over-agreement payments, all allowances, penalties or shift payment to which the nurse would be entitled shall form part of an employee’s “week’s pay”. For the purpose of this subparagraph the following allowances in Clause 11 Special Allowances shall form part of the employee’s “week’s pay”:

- paragraph (a) and (b) of subclause (i);
- paragraphs (a) and (c) of subclause (ii);
- paragraph (a) of subclause (v).
(4) A "week's pay" for a particular employee shall be determined according to the average week's pay received by the employee in the period immediately prior to their last date of employment equal to the number of weeks of severance pay to which the employee is entitled under subparagraphs (1) and (2) of paragraph (a) this subclause.

(5) The employer shall also pay the following amounts to any employee terminated pursuant to this clause:

(a) Pro rata long service leave; and

(b) Accrued annual leave.

(b) Incapacity to Pay

Subject to an application by the employer and further order of Fair Work Australia, an employer may pay a lesser amount (or no amount) of severance pay than that contained in subparagraphs (1) and (2) of paragraph (a) of this subclause.

Fair Work Australia shall have regard to such financial and other resources of the employer concerned as the Commission thinks relevant, and the probable effect paying the amount of severance pay in the said subclause (a) will have on the employer.

(c) Alternative Employment

Subject to an application by the employer and further order of Fair Work Australia, or its successor, an employer may pay a lesser amount (or no amount) of severance pay than that contained in paragraph (a) of this subclause if the employer obtains acceptable alternative employment for an employee.

(vii) Grievance Procedure

Refer to Clause 39, Resolutions of Disputes contained in this Agreement.

44. Traineeships

(i) Application

(a) This clause shall only apply to persons who are undertaking training as an Assistant in Nursing under a Traineeship (as defined in this clause) and are employed as Trainee Assistants in Nursing.

(b) These provisions do no apply to the apprenticeship system or any training programme, which applies to the same occupation and achieves essentially the same training outcome as an existing apprenticeship.

(c) At the conclusion of the Traineeship, this award shall cease to apply to the employment of the Trainee and the relevant other provisions of this Agreement shall apply to the formed trainee.

(ii) Objective

The objective of this clause is to assist with the establishment of a system of traineeships, which provides approved training in conjunction with employment in order to enhance the skill levels and future employment prospects of trainees, particularly young people, and the long term unemployed. The system is neither designed nor intended for those who are already trained and job ready. It is not intended that trainees shall displace existing employees from employment. It is intended to apply only to the employment of Trainees as assistants in nursing. Except as provided for in
subclause (iv), nothing in this clause shall be taken to replace the prescription of training requirements in Agreement.

(iii) Definitions

(a) "Appropriate State Legislation" - means the Industrial & Commercial Training Act 1989, or any successor legislation.

(b) "Structured Training" means that training which is specified in the Training Plan, which is part of the Training Agreement registered with the relevant NSW Training Authority. It includes training undertaken both on and off-the-job in a Traineeship and involves formal instruction, both theoretical and practical, and supervised practice in accordance with a Traineeship Scheme approved by the relevant NSW Training Authority. The training will be accredited and lead to qualifications as set out in paragraph (f) of subclause (iv).

(c) "Relevant NSW Training Authority" means the Department of Education and Training, or successor organisation.

(d) "School Based Trainee" means a student enrolled in the Higher School Certificate, or equivalent qualification, who is undertaking a traineeship which forms part of a recognised component of their HSC curriculum, and is endorsed by the relevant NSW Training Authority and the NSW Board of Studies as such.

(e) "Trainee" means an employee, employed for training as an assistant in nursing, who is bound by a Traineeship Agreement made in accordance with this clause.

(f) "Traineeship" means a system of training which has been approved by the relevant NSW Training Authority or which meets the requirement of a National Training Package developed by the relevant NSW Training Authority and endorsed by the National Training Framework Committee, which leads to an Australian Qualifications Framework qualification specified by that National Training Package, until final approval is granted by the relevant NSW Training Authority and includes full time traineeships, part-time traineeships and school based traineeships.

(g) "Traineeship Agreement" means an agreement made subject to the terms of this clause between the employer and the Trainee for a Traineeship and which is registered with the relevant NSW Training Authority. A Traineeship Agreement shall be made in accordance with the relevant approved Traineeship Scheme and shall not operate unless this condition is met.

(h) "Traineeship Scheme" means an approved Traineeship applicable to a group or class of employees or to an industry or sector of an industry or an enterprise which has been approved by the NSW Training Authority. A Traineeship Scheme shall include a standard format which may be used for a Traineeship Agreement.

(i) "Year 10" means for the purposes of this award any person leaving school before completing Year 10 shall be deemed to have completed Year 10.

(iv) Training Conditions

(a) The Trainee shall attend an approved training course or training programme prescribed in the Traineeship Agreement or as notified to the Trainee by the relevant NSW Training Authority in accredited and relevant Traineeship Schemes.

(b) A Traineeship shall not commence until the relevant Traineeship Agreement, made in accordance with a Traineeship Scheme, has been signed by the employer and the Trainee and lodged for registration with the relevant NSW Training Authority, provided that if the Traineeship Agreement is not in a standard format a Traineeship shall not commence until the Traineeship Agreement has been registered with the relevant NSW Training Authority.
(c) The employer shall ensure that the Trainee is permitted to attend the training course or programme provided for in the Traineeship Agreement and shall ensure that the Trainee receives the appropriate on-the-job training.

(d) The employer shall provide a level of supervision in accordance with the Traineeship Agreement during the traineeship period.

(e) The employer agrees that the overall training programme will be monitored by officers of the relevant NSW Training Authority and training records or work books may be utilised as part of this monitoring process.

(f) Training shall be directed at:

(1) the achievement of key competencies required for successful participation in the workplace (where these have not been achieved) (eg. literacy, numeracy, problem solving, team work, using technology), and as are proposed to be included in the Australian Vocational Certificate Level I qualification.

This could be achieved through foundation competencies which are part of endorsed competencies for an industry or enterprise; and/or

(2) the achievement of competencies required for successful participation in an industry or enterprise (where there are endorsed national standards these will define these competencies), as are proposed to be included in the Australian Vocational Certificate Level II qualification or above.

(v) Employment Conditions

(a) A Trainee shall be engaged as a full-time employee for a maximum of one year's duration or a part time trainee for a maximum period of 2 years, unless the relevant NSW Training Authority directs, the maximum duration for a traineeship shall be thirty six months.

(b) A Trainee shall be subject to a satisfactory probation period of up to one month which may be reduced at the discretion of the employer.

(c) By agreement in writing, and with the consent of the relevant NSW Training Authority, the relevant employer and the Trainee may vary the duration of the Traineeship and the extent of approved training provided that any agreement to vary is in accordance with the relevant Traineeship.

(d) Where the trainee completes the qualification, in the Traineeship Agreement, earlier than the time specified in the Traineeship Agreement then the traineeship may be concluded by mutual agreement.

(e) An employer shall not terminate the employment of a Trainee without firstly having provided written notice of termination to the Trainee concerned and the relevant NSW Training Authority in accordance with the Traineeship Agreement or the Industrial and Commercial Training Act 1989.

An employer who chooses not to continue to the employment of a Trainee upon the completion of the traineeship shall notify, in writing, the relevant NSW Training Authority of their decision.

(f) (1) The Traineeship Agreement may restrict the circumstances under which the Trainee may work overtime and shiftwork in order to ensure the training programme is successfully completed.

(2) No Trainee shall work overtime or shiftwork on their own unless consistent with the provisions of this Agreement.

(3) No Trainee shall work shiftwork unless the parties to a Traineeship Scheme agree that such shiftwork makes satisfactory provision for approved training. Such training
may be applied over a cycle in excess of a week, but must average over the relevant period no less than the amount of training required for non-shiftwork Trainees.

(4) The Trainee wages shall be the basis for the calculation of overtime and/or shift penalty rates prescribed by Agreement.

(g) All other terms and conditions of this Agreement are applicable to the Trainee or would be applicable to the Trainee but for this clause shall apply unless specifically varied by this clause.

(h) A Trainee who fails to either complete the Traineeship or who cannot for any reason be placed in full time employment with the employer on successful completion of the Traineeship shall not be entitled to any severance payments.

(i) The trainee shall be permitted to be absent from work without loss of continuity of employment and/or wages to attend Structured Training in accordance with the Training Agreement.

(j) Where the employment of a Trainee by an employer is continued after the completion of the traineeship period, such traineeship period shall be counted as service for the purposes of this Agreement.

(vi) Part-Time Traineeships

This clause shall apply to trainees who undertake a traineeship on a part-time basis by working less than full-time ordinary hours and by undertaking the approved training at the same or lesser training time than a full-time trainee.

(a) The wage rate shall be pro rata the full-time rates based on variation in the amount of training and/or the amount of work over the period of the traineeship, which may also be varied on the basis of the following formula:

\[
\text{trainee hours} \times \frac{\text{average weekly training time}}{30.4^*}
\]

*Note: 30.4 in the above formula represents 38 ordinary full-time hours less the average training time for full-time trainees (i.e. 20%). A pro rata adjustment will need to be made in the case where the relevant award specifies different ordinary full-time hours; for example, where the ordinary weekly hours are 40, 30.4 will be replaced by 32.

(b) “Full-time wage rate” means the appropriate rates as set out in Table 1 – Monetary Rates for Trainees, of Part B and School Based Traineeships in Table 2 of Part B.

(c) “Trainee hours” shall be the hours worked per week including the time spent in approved vocational training. For the purpose of this definition, the time spent in approved vocational training may be taken as an average for that particular year of the Traineeship.

(d) “Average weekly training time” is based upon the length of the traineeships specified in the Traineeship agreement or Training agreement as follows:

\[
\frac{7.6 \times 12}{\text{Length of the traineeship in months}}
\]

Note 1: 7.6 in the above formula represents the average weekly training time for a full-time trainee whose ordinary hours are 38 per week. A pro rata adjustment will need to be made in the case where the relevant award specifies different ordinary-time hours; for example, where the ordinary weekly hours are 40, 7.6 will be replaced by 8.

Note 2: The parties note that the traineeship agreement will require a trainee to be employed for sufficient hours to complete all requirements of the traineeship, including the on-the-job work experience and demonstration of competencies.
The parties also note that this would normally result in the equivalent of a full
day’s on-the-job work per week.

(e) A part-time trainee shall receive, on a pro rata basis, all employment conditions applicable
to a full-time trainee. All the provisions of this clause shall apply to part-time trainees
except as specified in this subclause.

(f) A part-time trainee may, by agreement, transfer from a part-time to a full-time traineeship
position should one become available.

(g) The minimum engagement periods specified in the Agreement shall also be applicable to
part-time trainees.

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**Example**

Example of the calculation for the wage rate for a part-time traineeship:
A school student leaver (Year 10) commences a traineeship in Year 11 (plus one year out of
school).
The ordinary hours of work in the relevant award are 38. The training agreement specifies two
years (24 months) as the length of the traineeship.
"Average weekly training time" is therefore 7.6 x \(\frac{12}{24}\) = 3.8 hours
"Trainee hours" totals 15 hours. These are made up of 11 hours work, which is worked over two
days of the week plus 1½ hours on the job training plus 2½ hours off the job approved training at
school and at TAFE.
So the wage rate for a school leaver plus one year out of school is:

\[
\begin{align*}
$187 & \times 15 = \quad \$68.90 \text{ plus any applicable penalty rates under the relevant award} \\
38 & \quad \\
\end{align*}
\]

The wage rate varies when the student completes Year 11 and passes the anniversary date of 1
January the following year to begin Year 12 and/or if "trainee hours" changes.

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(vii) **School-Based Traineeships**

(a) School-Based Trainees shall not be required to attend work during the interval starting four
weeks prior to the commencement of the final Higher School Certificate examination period
and ending upon the completion of the individual’s last examination period.

(b) For the purposes of this clause, a School-Based Trainee shall become an ordinary Trainee
as at January 1 of the year following in which they cease to be a school student.

(c) An employer shall not terminate the employment of a Trainee without firstly having
provided written notice of termination to the Trainee, and to the relevant NSW Training
Authority in accordance with the Traineeship Agreement or the Industrial and Commercial
Training Act 1989.

An employer who chooses not to continue the employment of a Trainee upon
the completion of the traineeship shall notify, in writing, the relevant NSW Training Authority of
their decision.

(d) The Trainee will be permitted to be absent from work without loss of continuity of
employment and/or wages to attend the training in accordance with the Traineeship
Agreement.

(e) Where the employment of a Trainee by an employer is continued after the completion of the
Traineeship period, such traineeship period shall be counted as service for the purposes of
the relevant Award or any other legislative entitlements.

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(f) The Traineeship Agreement may restrict the circumstances under which the Trainee may work overtime and shiftwork in order to ensure that the training program is successfully completed.

(g) No Trainee shall work overtime or shiftwork on their own unless consistent with the provisions of this Agreement.

(h) No Trainee shall work shiftwork unless the parties to a Traineeship Scheme agree that such shiftwork makes satisfactory provision for approved training. Such training may be applied over a cycle in excess of a week, but must average over the relevant period no less than the amount of training required for non-shiftwork Trainees.

(i) The Trainee wage shall be the basis for the calculation of overtime and/or shift penalty rates prescribed by this clause, unless otherwise agreed by the parties to a Traineeship Scheme.

(j) All other terms and conditions of this Agreement are applicable to the Trainee or would be applicable to the Trainee but for this clause shall apply unless specifically varied by this clause.

(k) A Trainee who fails to complete the Traineeship or who is not offered employment with the employer on successful completion of the Traineeship shall not be entitled to any severance payments.

(viii) Wages

(a) (1) The weekly wages payable to full time trainees shall be in accordance with Table 1 of subclause (ix) Monetary Rates and school based trainees will be paid in accordance with Table 2 of subclause (ix) Monetary Rates

(2) These wage rates will only apply to Trainees while they are undertaking an approved Traineeship which includes approved training as defined in this clause.

(3) The wage rates prescribed by this clause do not apply to complete trade level training which is covered by the Apprenticeship system.

(b) For the purposes of Table 1 “out of school” shall refer only to periods out of school beyond Year 10, and shall be deemed to:

(1) include any period of schooling beyond Year 10 which was not part of nor contributed to a completed year of schooling;

(2) include any period during which a Trainee repeats in whole or part a year of schooling beyond Year 10; and

(3) not include any period during a calendar year in which a year of schooling is completed; and

(4) have effect on an anniversary date being January 1 in each year.

(c) At the conclusion of the Traineeship, this ceases to apply to the employment of the Trainee and this Agreement shall apply to the former Trainee.

(ix) Monetary Rates

The Parties agree that wages rates shall be in accordance with the National Training Wage Award as amended from time to time.

(x) Grievance Procedures

Refer to Clause 39, Resolution of Disputes contained in this Agreement.
45. **Union Recognition**

(i) Subject to operational requirements, paid leave of absence of up to five (5) days per calendar year, non-cumulative will be granted to formally appointed union delegates, whose appointment has been previously formally advised to Healthscope, to:

(a) attend industrial relations training leave, ACTU or specific union training courses approved by the Executive of the Association; &/or

(b) attend annual or biennial conferences of the Association as an accredited delegate.

(ii) Reasonable notice of requests for such leave shall be given and prior approval shall be obtained from the Hospital. In the event that such attendances create or potentially create operational difficulties at the Hospital, the Hospital will notify the Association of such difficulty. Approval of such leave shall not be unreasonably withheld.

(iii) Leave of absence granted pursuant to this clause shall count as service for all purposes.

46. **Shutdowns**

(i) Healthscope Ltd may temporarily close a part or whole of a hospital not more than once every 12 months for a period not exceeding two weeks. During such a close down, an employee may be required to take paid annual leave during part or all of this period. Where an employee does not have sufficient accrued annual leave for this period, they may take annual leave in advance.

(ii) Healthscope will give a minimum of two months notice in writing of the temporary closure to the affected employees.

(iii) An employee, instead of taking annual leave or annual leave in advance, may elect to utilise the following alternative options for dealing with the shutdown:

(a) by mutual agreement an employee may elect to be temporarily reassigned to another part of the hospital or an adjacent Healthscope private hospital or another adjacent Healthscope facility. During any such agreed temporary re-assignment, the employee will be covered by the relevant classification and the conditions applicable in this agreement; and/or

(b) an employee may elect to bank hours and/or accrued time off in lieu for the purpose of covering likely shutdown period. Where an employee proposes to bank hours or accrued time off in lieu to cover the shutdown period, Healthscope will agree to such arrangements wherever possible; and/or

(c) an employee may seek to take another form of leave during a period of close down including a period of leave without pay.

47. **Agreement Flexibility**

47.1 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:

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

(b) the simplification of allowances and the inclusion of allowances in base salary; and

(c) the inclusion of leave loading in base salary.

47.2 The employer and the individual employee must have genuinely made the agreement without coercion or duress.

Healthscope Limited and NSWNMA/ANF Enterprise Agreement 2013-2015

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47.3 The agreement between the employer and the individual employee must:

(a) be confined to a variation in the application of one or more of the terms listed in 48.1; and

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

47.4 The agreement between the employer and the individual employee must also:

(a) 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;

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

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

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

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

47.5 The employer must give the individual employee a copy of the agreement and keep the agreement as a time and wages record.

47.6 Except as provided in subclause the agreement must not require the approval or consent of a person other than the employer and the individual employee.

47.7 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.

47.8 The agreement may be terminated:

(a) 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

(b) at any time, by written agreement between the employer and the individual employee.

47.9 The right to make an agreement pursuant to this clause is in addition to, and is not intended to otherwise affect, any provision for an agreement between an employer and an individual employee contained in any other term of this agreement.

48. No Extra Claims

(i) The parties agree not to pursue any extra claims except where provided for under this Agreement. Further, this provision will not apply to any improvements in conditions that may arise from any consolidation of Healthscope Limited policies.

49. National Employment Standards (“NES”)

(i) It is the intention of this Agreement that the National Employment Standards (NES), as it may be varied from time to time, shall apply to the employees the subject of this Agreement. Any provisions of the NES that are also referred to or set out in this Agreement are for the ease of the parties.

(ii) Where the NES provides, or is varied to provide, a condition or entitlement more favourable to the employee in a particular respect than that set out in this Agreement, then the better entitlement will apply.
(iii) The minimum guarantees provided by the NES will override less favourable provisions in this Agreement.

50. Intentions

This Agreement is entered into on the understanding that it does not contravene any aspect of the *Fair Work Act 2009* and relevant Regulations. Where any term of this Agreement contravenes legislation, such term shall not apply.

51. Transmission of Business

In the event of transmission of business, if a transferring employee is terminated during the qualifying or probationary period, except for serious misconduct, the employee shall be paid equivalent to the amount an employee would have received as redundancy pay if the employee had not become a transferring employee.
### NSW Nurses Wage Schedule

<table>
<thead>
<tr>
<th>General Classifications</th>
<th>Wage rate at time of lodgment of agreement - 2/1/2012</th>
<th>Wage rate FFPP* on or after 01/1/2013</th>
<th>Wage rate FFPP* on or after 01/1/2014</th>
<th>Wage rate FFPP* on or after 01/1/2015</th>
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<tbody>
<tr>
<td></td>
<td>HSP Hosp $</td>
<td>HSP Hosp Per hour</td>
<td>HSP Hosp $ Per hour</td>
<td>HSP Hosp $ Per hour</td>
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<tr>
<td><strong>Enrolled Nurses</strong></td>
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<tr>
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<td>$24.4273</td>
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<th>General Classifications</th>
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<th>Wage rate FFPP* on or after 01/1/2013</th>
<th>Wage rate FFPP* on or after 01/1/2014</th>
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<tr>
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<td>HSP Hosp $ Per hour</td>
<td>HSP Hosp $ Per hour</td>
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Healthscope Limited and NSWNMA/ANF Enterprise Agreement 2013-2015
57 of 85
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**Clinical Nurse Specialist**

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**Clinical Nurse Consultant**

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**Nurse Unit Manager**

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**Clinical Nurse Educator**

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<tr>
<td>1st Year of Service</td>
<td>$39.3026</td>
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**Nurse Educator**

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<tbody>
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**Nurse Educator Senior**

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<td>3rd Year of Service</td>
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Table 2 – Other rates and Allowances

**ALLOWANCES**

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<tr>
<th>Allowances</th>
<th>Wage rate at time of lodgement of agreement - 2/1/2012</th>
<th>Wage rate FFPP* on or after 01/1/2013</th>
<th>Wage rate FFPP* on or after 01/1/2014</th>
<th>Wage rate FFPP* on or after 01/1/2015</th>
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<tbody>
<tr>
<td></td>
<td>HSP Hosp $ Per hour</td>
<td>HSP Hosp $ Per hour</td>
<td>HSP Hosp $ Per hour</td>
<td>HSP Hosp $ Per hour</td>
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<tr>
<td><strong>In Charge</strong></td>
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<tr>
<td>In charge hospital, day, evening or night shift</td>
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<td>$25.63</td>
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<td>In charge ward/unit in absence of Nursing Unit Manager</td>
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<td>In charge of ward/unit and hospital no NUM less than 100 beds</td>
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<td><strong>On Call – See Transition Table Below</strong></td>
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<td>Radiographic allowance hourly</td>
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Healthscope Limited and NSWNMA/ANF Enterprise Agreement 2013-2015
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### Travel Allowance

**Engine capacity**
- Over 2700 cc
- 1600 - 2700 cc
- Under 1600 cc

**Subject to ATO increase**

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<th>Current Rate FFP 1/1/13</th>
<th>Current Rate FFP 1/1/14</th>
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<td>Post Graduate Certificate (per week)</td>
<td>$36.10</td>
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<td>Post Graduate Diploma or Degree (per week)</td>
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<td>$56.22</td>
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<td>Masters Degree or Doctorate (per week)</td>
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### On Call Allowance

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<thead>
<tr>
<th>Hospital</th>
<th>Per Call Allowance 2/1/12</th>
<th>Per Call Allowance 1/1/13</th>
<th>Per Call Allowance 1/1/14</th>
<th>Per Call Allowance 1/1/15</th>
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<tbody>
<tr>
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<td>$18.48</td>
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<tr>
<td>Norwest (per 6 hours)</td>
<td>$28.74</td>
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</tr>
<tr>
<td>POW - Theaters</td>
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<td>$50.00</td>
<td>$50.00</td>
</tr>
<tr>
<td>POW - Cardiac</td>
<td>$50.00</td>
<td>$50.00</td>
<td>$50.00</td>
<td>$50.00</td>
</tr>
<tr>
<td>POW - Cardiac (W/E)</td>
<td>$100.00</td>
<td>$100.00</td>
<td>$100.00</td>
<td>$100.00</td>
</tr>
<tr>
<td>Nepean Theatres</td>
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<td>$44.56</td>
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<tr>
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</tr>
<tr>
<td>Lady Davidson</td>
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<tr>
<td>Mosman</td>
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<tr>
<td>Newcastle</td>
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<td>$23.95</td>
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<td>$27.03</td>
</tr>
<tr>
<td>The Hills</td>
<td>$22.41</td>
<td>$23.95</td>
<td>$25.49</td>
<td>$27.03</td>
</tr>
<tr>
<td>Sydney Clinic</td>
<td>$22.41</td>
<td>$23.95</td>
<td>$25.49</td>
<td>$27.03</td>
</tr>
</tbody>
</table>

### On Call Allowance - Rostered Day Off

<table>
<thead>
<tr>
<th>Hospital</th>
<th>Rostered Day Off Rate 2/1/12</th>
<th>Rostered Day Off Rate 1/1/13</th>
<th>Rostered Day Off Rate 1/1/14</th>
<th>Rostered Day Off Rate 1/1/15</th>
</tr>
</thead>
<tbody>
<tr>
<td>Brisbane Waters</td>
<td>$36.96</td>
<td>$42.66</td>
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</tr>
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<td>$42.66</td>
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<td>$54.05</td>
</tr>
<tr>
<td>Norwest (per 6 hours)</td>
<td>$28.74</td>
<td>$43.56</td>
<td>$48.81</td>
<td>$54.05</td>
</tr>
<tr>
<td>POW - Theaters</td>
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<td>$54.05</td>
</tr>
<tr>
<td>POW - Cardiac</td>
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<td>$52.70</td>
<td>$54.05</td>
</tr>
<tr>
<td>POW - Cardiac (W/E)</td>
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<td>$100.00</td>
<td>$100.00</td>
<td>$100.00</td>
</tr>
<tr>
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<tr>
<td>Lady Davidson</td>
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<tr>
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<td>$50.79</td>
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</tr>
<tr>
<td>Newcastle</td>
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<td>$50.79</td>
<td>$54.05</td>
</tr>
<tr>
<td>The Hills</td>
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<td>$47.53</td>
<td>$50.79</td>
<td>$54.05</td>
</tr>
<tr>
<td>Sydney Clinic</td>
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</table>

### On Call Allowance - Meal Break

<table>
<thead>
<tr>
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<th>Meal Break 1/1/13</th>
<th>Meal Break 1/1/14</th>
<th>Meal Break 1/1/15</th>
</tr>
</thead>
<tbody>
<tr>
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<td>$36.96</td>
<td>$42.66</td>
<td>$48.35</td>
<td>$54.05</td>
</tr>
<tr>
<td>Sydney South West</td>
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<td>$42.66</td>
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</tr>
<tr>
<td>Norwest (per 6 hours)</td>
<td>$28.74</td>
<td>$43.56</td>
<td>$48.81</td>
<td>$54.05</td>
</tr>
<tr>
<td>POW - Theaters</td>
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<td>$51.35</td>
<td>$52.70</td>
<td>$54.05</td>
</tr>
<tr>
<td>POW - Cardiac</td>
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<td>$52.70</td>
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</tr>
<tr>
<td>POW - Cardiac (W/E)</td>
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</tr>
<tr>
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<td>The Hills</td>
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<td>Sydney Clinic</td>
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<td>Location</td>
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<td>Rate 2</td>
<td>Rate 3</td>
<td>Rate 4</td>
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</tr>
<tr>
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<tr>
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<td>$13.31</td>
</tr>
<tr>
<td>POW - Theatres</td>
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<td>$12.82</td>
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<td>POW - Cardiac</td>
<td>$12.58</td>
<td>$12.82</td>
<td>$13.07</td>
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</tr>
<tr>
<td>POW - Cardiac (W/E)</td>
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<td>$13.07</td>
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<td>Nepean Theatres</td>
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<td>$13.07</td>
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<tr>
<td>Cambeltown</td>
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<tr>
<td>Lady Davidson</td>
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<td>$12.82</td>
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<tr>
<td>Mosman</td>
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<tr>
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<tr>
<td>The Hills</td>
<td>$12.58</td>
<td>$12.82</td>
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</tr>
<tr>
<td>Sydney Clinic</td>
<td>$12.58</td>
<td>$12.82</td>
<td>$13.07</td>
<td>$13.31</td>
</tr>
</tbody>
</table>

**Schedule 1: List of hospitals owned or operated by Healthscope Group**

Brisbane Waters Private Hospital
Mosman Private Hospital
Sydney Southwest Private Hospital
The Sydney Clinic
Tweed Day Surgery
Campbelltown Private Hospital
Nepean Private Hospital
Lady Davidson Private Hospital
Newcastle Private Hospital
Prince of Wales Private Hospital
The Hills Private Hospital
Norwest Private Hospital
### Schedule 2: Qualifications for Qualification Allowance

**QUALIFICATION ALLOWANCE** – major functional groupings enabling payment for nurses holding a clinical qualification from a recognised educational institution and practising in any speciality field under that functional grouping.

<table>
<thead>
<tr>
<th>Critical Care/High Dependency</th>
<th>Medical/Surgical</th>
<th>Mental Health</th>
<th>Paediatric</th>
<th>Midwifery</th>
</tr>
</thead>
<tbody>
<tr>
<td>Bariatric</td>
<td>High Dependency</td>
<td>Child &amp; Adolescent Mental Health</td>
<td>Paediatric</td>
<td>Midwifery</td>
</tr>
<tr>
<td>Acute Care</td>
<td>Acute Care</td>
<td>Community Psychiatric Nursing Practice (also recognised for Emergency Departments)</td>
<td>Family, Child and Adolescent Health</td>
<td>Midwifery Continuity of Care</td>
</tr>
<tr>
<td>Cardiac Nursing</td>
<td>Surgical Nursing</td>
<td>Mental Health/Psychiatric Nursing Practice (also recognised for Emergency Departments)</td>
<td>Neonatology/Neonatal</td>
<td>Midwifery Practice in Risk-Associated Pregnancy</td>
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<tr>
<td>Cardiothoracic</td>
<td>Burns and Plastics</td>
<td>Alcohol and Other Drugs</td>
<td>Paediatric &amp; Child Health</td>
<td>Infertility and Associated Reproduction</td>
</tr>
<tr>
<td>Coronary care</td>
<td>Gastroenterology</td>
<td>Psycho-geriatric Nursing</td>
<td>Child and Family Health</td>
<td>Lactation and Infant Feeding</td>
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<tr>
<td>Critical Care</td>
<td>Paediatric</td>
<td>Rural Mental Health (based on geographic location)</td>
<td>Parenting Education</td>
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</tr>
<tr>
<td>Emergency/Trauma</td>
<td>Infection Control</td>
<td>Remote Mental Health (based on geographic location)</td>
<td>Lactation and Infant Feeding</td>
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</tr>
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<td>Intensive Care</td>
<td>Medical Nursing</td>
<td>Alcohol and Other Drugs</td>
<td>Women's Health</td>
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<td>Neonatal Intensive Care</td>
<td>Cancer Nursing</td>
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<td>Paediatric Oncology</td>
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<tr>
<td>Paediatric Critical Care</td>
<td>Breast Cancer Nursing</td>
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<td>Pain Management</td>
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<tr>
<td>Perioperative Nursing</td>
<td>Oncology</td>
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<td>Enrolled Nurse</td>
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</tr>
<tr>
<td>Anaesthetics and Recovery</td>
<td>Palliative Care</td>
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<td>Parentcraft Nursing</td>
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<tr>
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<td>Stomal Therapy Nursing</td>
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<tr>
<td><strong>Enrolled Nurse</strong></td>
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</tr>
<tr>
<td>Perioperative Nursing</td>
<td>Diabetes/Endocrinology</td>
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<tr>
<td>Critical Care nursing</td>
<td>Neuroscience</td>
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<tr>
<td>Alcohol and Other Drugs</td>
<td>Pain management</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Wound Management</td>
<td></td>
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</tr>
</tbody>
</table>

Enrolled Nurse: Parentcraft Nursing, Paediatric, Palliative Care.
<table>
<thead>
<tr>
<th>Critical Care/High Dependency</th>
<th>Medical/Surgical</th>
<th>Mental Health</th>
<th>Paediatric</th>
<th>Midwifery</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Ophthalmology</td>
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</tr>
<tr>
<td></td>
<td>Cardio-Thoracic</td>
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<td></td>
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</tr>
<tr>
<td></td>
<td>Bariatric</td>
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<td></td>
<td></td>
</tr>
<tr>
<td><strong>Enrolled Nurse</strong></td>
<td>Wound Care</td>
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<tr>
<td></td>
<td>Chronic Illness</td>
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<tr>
<td></td>
<td>Alcohol and Other Drugs</td>
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</tr>
<tr>
<td></td>
<td>Palliative Care</td>
<td></td>
<td></td>
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<tr>
<td></td>
<td>Critical Care</td>
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</tbody>
</table>

<table>
<thead>
<tr>
<th>Rehabilitation and Habilitation</th>
<th>Aged Care</th>
<th>Rural and Remote Health</th>
<th>Generic Courses</th>
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<tr>
<td><strong>Developmental Disability</strong></td>
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<td>Advanced Nursing Practice</td>
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<td><strong>Other Disability</strong></td>
<td>Continence</td>
<td>Remote Health</td>
<td>Clinical Practice</td>
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<td><strong>Rehabilitation</strong></td>
<td>Gerontology</td>
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<td>Transcultural Nursing</td>
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<td><strong>Respiratory</strong></td>
<td>Dementia Care</td>
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<td>Clinical Care</td>
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<td><strong>Dementia Care</strong></td>
<td>Psycho-geriatric Nursing</td>
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<td>Infection Control</td>
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<tr>
<td><strong>Pain Management</strong></td>
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<td></td>
<td>Indigenous Health</td>
</tr>
</tbody>
</table>

**Enrolled Nurse**
- Rehabilitation Nursing
- Aged Care
- Chronic Illness
- Disability

**Enrolled Nurse**
- Rehabilitation Nursing
- Aged Care
- Chronic Illness
- Disability

**Enrolled Nurse**
- Rural & Remote area nursing

**Enrolled Nurse**
- Pathology

*(to be recognised in rural/remote locations)*
EXECUTION OF AGREEMENT

Signed for and on behalf of Healthscope Limited:

Signature: [Signature]
Print Full Name: JENNIFER WILLIAMS
Position: GM Human Resources
Address: 1/312 St Kilda Rd, Melbourne 3004
Date: 21 December 2012

In the presence of:

Signature: [Signature]
Print Full Name: DAVID O'BORPRBY TUPOND
Date: 21/12/2012

Signed for and on behalf of the New South Wales Nurses and Midwives' Association:

Signature: [Signature]
Print Full Name: BRETT HOLMES
Position: General Secretary
Address: 50 O'Dea Ave Waterloo NSW 2017
Date: 21 December 2012

In the presence of:

Signature: [Signature]
Print Full Name: Alicia McCosker
Date: 21 December 2012

Signature: [Signature]
Print Full Name: CORAL LEVETT
Position: President
Address: 50 O'Dea Ave Caringbah 2229
Date: 24/12/2012

In the presence of:
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.
22 January 2013

Commissioner Hampton  
Fair Work Commission  
Level 6, Riverside Centre  
North Terrace, Adelaide 5000  

By email: Chambers.Hampton.C@fwc.gov.au  

Dear Commissioner Hampton

Matter Number AG2012/13199

Request to Correct Ambiguities

Proposed Healthscope Group and NSWNMA / ANF Enterprise Agreement 2013-2015

Reference is made to previous correspondence lodged with the Commission on 24 December 2012 related to the Application to approve the proposed Healthscope Group and NSWNMA / ANF Enterprise Agreement 2013-2015 (‘proposed Agreement’).

As the Commission may note, at the time an Application was made by Healthscope Limited to Approve the proposed Agreement, a request was made to correct an ambiguity in the proposed Agreement. This ambiguity related to the heading in Table 2 of the proposed Agreement.

Since making the Application to approve the proposed Agreement, Healthscope Limited has identified a further ambiguity that requires clarification.

Following consultation with your Chambers, Healthscope Limited is now detailing below both ambiguities (i.e., the matter raised in correspondence on 24 December 2012 and the subsequent ambiguity) that require clarification.

Ambiguity – Heading in Table 2

The first ambiguity relates to the two parts of Table 2 on Pages 59-60 of the proposed Agreement.

The Commission may note that included in the heading of each column in the first part of Table 2 are the words ‘per hour’ and in the second part of Table 2 (related to On-Call Allowances) are the words ‘8 Hours’ and ‘Per 8 Hours’.

The unit for measuring the relevant allowances (as stated as ‘per hours’ or ‘Per 8 Hours’) in Table 2 is generally incorrect.

The correct unit for paying the relevant allowances is:

- In charge Allowance – ‘Per shift’ (as specified at 11(i)(a) of the proposed Agreement);
- Uniform Allowance – ‘Weekly’ (as specified at 17(iii) of the proposed Agreement);
- On-Call Allowance – ‘Per 24 hours’ (as specified at 11(ii)(a, b & c) of the proposed Agreement); and
- Meal Allowances – ‘Per occasion’ (as specified at 19(ix) for Meal on Overtime and 30(iii) for Breakfast and Other Meals).
As the Commission may note from the clause references above, the intention to pay the specified allowances on a ‘Per Shift’ (In Charge Allowance), ‘Weekly’ (Uniform Allowance), ‘Per 24 hours’ (On-Call Allowance) and ‘Per Occasion’ (Meal Allowances) basis is clear from the text within the body of the proposed Agreement. Therefore, Healthscope Limited respectfully submits that the units of time applicable for measuring the various allowances is applied as per the corrections above rather than the incorrect table headings.

**Ambiguity – On-Call Allowances**

The second ambiguity relates to On-Call Allowances as detailed in the second part of Table 2 on Page 60 of the proposed Agreement.

To provide some background to the requested clarification, the Commission may wish to note that during negotiations for the proposed new Agreement, Healthscope Limited and the New South Wales Nurses’ and Midwives’ Association (the only nominated bargaining representative) agreed to transition towards paying the same On-Call Allowances in most Hospitals covered by the proposed Agreement. Historically some Hospitals had had local arrangements that differed on the quantum of the Allowances and how the Allowances were paid. In order to move towards common On-Call Allowance rates, it was necessary to put in place transition arrangements. However, some of the necessary detail related to how the On-Call Allowance rates would transition was accidently omitted from the proposed Agreement as submitted recently to the Commission.

Detail related to the ambiguity in the current content of Table 2 on Page 60 of the proposed Agreement and how this ambiguity may be alleviated follows.

The ‘On-Call Allowance’ and ‘On-Call Allowance – Rostered Days Off’ specified for Norwest Private Hospital, Prince of Wales (POW) Private Hospital and Nepean Private Hospital in Table 2 should apply only on some weekends and on public holidays. At all other times (with the exception of Prince of Wales – Cardiac), typically on weekdays, the on-call rates are to be paid as per most other hospitals (e.g., $23.95 and $47.53 from 1 January 2013).

The current content of Table 2 on Page 60 of the proposed Agreement does not clarify that the higher On-Call Allowances referred to above are only payable on some weekend days and public holidays. Without clarification of this matter, it is open for the proposed Agreement to be interpreted as requiring the higher On-Call Allowances to be payable on all days of the week. Such an interpretation would be incorrect and would not reflect past practice or the intention of the negotiating parties.

To avoid any doubt, extracted below is a part of the On-Call Allowance table from Page 60 of the proposed Agreement. Extracts are included below showing the current Table content and the necessary Table content that include clarifications of when the higher allowances payments are paid (see nominated days in brackets in each row of the table).

**Current Table Extract**

<table>
<thead>
<tr>
<th>Norwest (per 6 hours)</th>
</tr>
</thead>
<tbody>
<tr>
<td>POW – Theatres</td>
</tr>
<tr>
<td>POW – Cardiac</td>
</tr>
<tr>
<td>POW – Cardiac (W/E)</td>
</tr>
<tr>
<td>Nepean Theatres</td>
</tr>
</tbody>
</table>

**Necessary Correction**

<table>
<thead>
<tr>
<th>Norwest (Sat./Sun./Public Holidays)</th>
</tr>
</thead>
<tbody>
<tr>
<td>POW Private Hospital – Theatres (Sat./Sun./Public Holidays)</td>
</tr>
<tr>
<td>POW Private Hospital – Cardiac (Mon-Fri)</td>
</tr>
</tbody>
</table>
The necessary corrections relate to when (i.e., nominated weekends and public holidays) the higher On-Call Allowances are paid. Also, to avoid any confusion between the public and private hospitals which have a similar name, we also suggest adding the words ‘Private Hospital’ after the reference to Prince of Wales.

As noted above, outside of the weekend days nominated in the table extract above and public holidays, Norwest, Prince of Wales (excluding Cardiac) and Nepean Private Hospitals will pay On-Call Allowances in line with Campbelltown, Lady Davidson, Mosman, Newcastle, The Hills and Sydney Clinic Private Hospitals (e.g., $23.95 and $47.53 from 1 January 2013). On-Call Allowances paid at Nepean Private Hospital (other than Theatres on Sunday/Public Holidays), where applicable, are also paid in line with that paid in most other Private Hospitals (e.g., $23.95 and $47.53 from 1 January 2013).

Although all Hospitals will pay On-Call Allowances for 24 hour periods (see correction of ambiguity above), for the life of the proposed Agreement (i.e., until 31 December 2015), at Norwest Private Hospital, on Saturday/Sunday/Public Holidays, the ‘On-Call Allowance’ and ‘On-Call Allowance – Rostered Day Off’ will continue to be paid for a 6 hour period at $28.74.

In seeking to address the ambiguities detailed above, Healthscope Limited has also discussed these matters with the New South Wales Nurses and Midwives Association. The Association is supportive of the submissions above and I understand that the Association plans to also write to the Commission with respect to the matters detailed above.

Based on the submission above, Healthscope Limited respectfully requests, that if the Commission determines that the proposed Agreement meets all the statutory tests for Approval, that the Commission note in its Decision approving the Agreement, that the clarifications detailed above are inserted into the Agreement.

Yours sincerely

[Signature]

David Twyford
General Manager – Workplace Relations
Commissioner Hampton  
Fair Work Commission  
Level 6, Riverside Centre  
North Terrace, Adelaide 5000

By email: Chambers.Hampton.C@fwc.gov.au

Dear Commissioner Hampton

Matter Number AG2012/13199

Request to Correct Ambiguities

Proposed Healthscope Group and NSWNMA / ANF Enterprise Agreement 2013-2015

The Association has been in discussion with David Twyford, Manager – Workplace Relations of the Healthscope Group on the ambiguities in the Healthscope Group and NSWNMA / ANF Enterprise Agreement 2013-2015. In particular the Association has reviewed Mr Twyford’s letter to you dated 22 January 2013.

The Association supports the requests made in Mr Twyford’s letter to remove the ambiguities from the proposed agreement. The Association accepts that the ambiguities arose in error in the drafting of Table 2 and that there was no intention in the negotiation process to make such changes.

Please contact Brian Mason, Industrial Officer, on 02 8595 1234 or bmason@nswnma.asn.au on this matter.

Yours sincerely

BRETT HOLMES
General Secretary