



## DECISION

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

**St John of God Hawkesbury District Health Campus Ltd**  
(AG2017/3182)

**ST JOHN OF GOD HEALTH CARE HAWKESBURY DISTRICT  
HEALTH SERVICE AND NEW SOUTH WALES NURSES AND  
MIDWIVES' ASSOCIATION / ANMF NSW BRANCH NURSING AND  
MIDWIFERY ENTERPRISE AGREEMENT 2017**

Health and welfare services

COMMISSIONER JOHNS

SYDNEY, 18 OCTOBER 2017

*Application for approval of the St John of God Health Care Hawkesbury District Health Service and New South Wales Nurses and Midwives' Association / ANMF NSW Branch Nursing and Midwifery Enterprise Agreement 2017.*

[1] On 28 July 2017 St John of God Hawkesbury District Health Campus Ltd (Applicant) made an application for approval of the *St John of God Health Care Hawkesbury District Health Service and New South Wales Nurses and Midwives' Association / ANMF NSW Branch Nursing and Midwifery Enterprise Agreement 2017* (Agreement). The application was made pursuant to s 185 of the *Fair Work Act 2009* (Cth) (Act). The Agreement is a single-enterprise agreement.

[2] The Agreement was lodged within 14 days after it was made.

[3] The Commission is satisfied that each of the requirements of ss 186, 187 and 188 of the Act, as are relevant to this application for approval, has been met.

[4] Pursuant to s.202(4) of the Act, the model flexibility term prescribed by the *Fair Work Regulations 2009* is taken to be a term of the Agreement.

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

[6] The Agreement is approved. In accordance with s 54 of the Act the Agreement will operate from 25 October 2017. The nominal expiry date of the Agreement is 30 June 2019.



COMMISSIONER

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St John of God Health Care Hawkesbury District Health  
Service and New **South Wales Nurses and Midwives'**  
Association / ANMF NSW Branch Nursing and Midwifery  
Enterprise Agreement 2017

**Note - the model flexibility term is taken to be a term of this agreement and can be found at the end of the agreement.**

## TABLE OF CONTENTS

A. GENERAL .....	4
A1. INTRODUCTION .....	4
A2. NAME OF AGREEMENT .....	4
A3. PARTIES TO THE AGREEMENT.....	4
A4. DATE AND DURATION .....	4
A5. RELATIONSHIP WITH POLICIES, LEGISLATION AND AWARDS .....	4
A6. CONSULTATION AND INTRODUCTION TO CHANGE .....	5
A7. DISPUTE RESOLUTION.....	7
A8. SAFE STAFFING .....	7
A9. WORKPLACE DISCRIMINATION, BULLYING AND HARRASSMENT .....	8
A10. NO EXTRA CLAIMS.....	9
B. DEFINITIONS.....	10
B1. GENERAL DEFINITIONS .....	10
C. EMPLOYMENT RELATIONSHIP .....	13
C1. ENGAGEMENT.....	13
C2. EMPLOYMENT SCREENING.....	13
C3. MEDICAL EXAMINATION OF NURSES .....	13
C4. PROBATION.....	14
C5. EMPLOYMENT CATEGORIES.....	14
C6. ANNUAL REVIEW OF HOURS FOR PART-TIME AND CASUAL NURSE / MIDWIFE CAREGIVERS.....	15
C7. LABOUR FLEXIBILITY AND MIXED FUNCTIONS.....	16
C8. UNION WORKPLACE REPRESENTATIVES' LEAVE .....	16
D. FLEXIBLE WORK ARRANGEMENTS .....	18
D1. INTRODUCTION .....	18
D2. FLEXIBLE WORK ARRANGEMENTS .....	18
D3. FLEXIBLE WORK PATTERNS .....	18
D4. INDIVIDUAL FLEXIBILITY .....	19
E. EMPLOYMENT CLASSIFICATIONS.....	21
E1. INTRODUCTION .....	21
E2. RECOGNITION OF SERVICE AND EXPERIENCE .....	21
E3. CLASSIFICATION DESCRIPTORS .....	21
F. HOURS OF WORK .....	27
F1. ORDINARY HOURS OF WORK .....	27
F2. ARRANGEMENT OF HOURS.....	27
F3. MINIMUM HOURS FOR PART TIME AND CASUAL NURSE / MIDWIFE CAREGIVERS .....	27
F4. BANKING OF HOURS .....	28
F5. MINIMUM BREAKS BETWEEN SHIFTS .....	28
F6. BREAKS .....	29
F7. ALLOCATED DAYS OFF .....	30
F8. REASONABLE ADDITIONAL HOURS .....	31
F9. OVERTIME.....	31
F10. TIME IN LIEU OF OVERTIME.....	32
F11. SHIFT AND WEEKEND WORK.....	33
F12. PUBLIC HOLIDAYS .....	34
F13. ROSTERS.....	34
G. ALLOWANCES.....	36
G1. SHIFT, WEEKEND AND PUBLIC HOLIDAY ALLOWANCES .....	36
G2. IN-CHARGE ALLOWANCE .....	36
G3. VEHICLE/TRAVELLING ALLOWANCE .....	36
G4. UNIFORMS AND LAUNDRY ALLOWANCE .....	37
G5. ON CALL ALLOWANCE .....	37
G6. CONTINUING EDUCATION ALLOWANCE .....	38

G7.	HIGHER DUTIES ALLOWANCE.....	39
G8.	LEAD APRON ALLOWANCE .....	39
H.	REMUNERATION AND BENEFITS .....	40
H1.	REMUNERATION .....	40
H2.	SALARY INCREASES .....	40
H3.	SALARY PACKAGING.....	40
H4.	SUPERANNUATION.....	40
H5.	SALARY ADJUSTMENTS.....	41
I.	LEAVE .....	42
I1.	LEAVE ENTITLEMENTS .....	42
I2.	ANNUAL LEAVE .....	42
I3.	ANNUAL LEAVE LOADING.....	44
I4.	PAID PERSONAL LEAVE (SICK AND CARER'S LEAVE) .....	44
I5.	UNPAID PERSONAL LEAVE.....	44
I6.	SUPPORT FOR NURSE / MIDWIFE CAREGIVERS EXPERIENCING DOMESTIC VIOLENCE ...	45
I7.	COMPASSIONATE LEAVE.....	45
I8.	PARENTAL LEAVE .....	45
I9.	LONG SERVICE LEAVE.....	53
I10.	"PURCHASED" EXTRA LEAVE (PEL).....	54
I11.	LEAVE WITHOUT PAY .....	55
I12.	COMMUNITY SERVICES LEAVE .....	55
I13.	PAID EMERGENCY VOLUNTEER LEAVE.....	55
I14.	CEREMONIAL LEAVE .....	55
I15.	LEAVE FOR DEFENCE FORCE RESERVE SERVICE.....	55
J.	STAFFING AND DEVELOPMENT .....	57
J1.	TRAINING.....	57
J2.	PROFESSIONAL DEVELOPMENT AND STUDY LEAVE .....	57
K.	TERMINATION OF EMPLOYMENT .....	58
K1.	RESIGNATION .....	58
K1.	TERMINATION ON NOTICE.....	58
K3.	SUMMARY TERMINATION (WITHOUT NOTICE) .....	58
K4.	ABANDONMENT OF EMPLOYMENT .....	58
K5.	REDUNDANCY.....	59
	Schedule One – Minimum Hourly Pay Rates – Nursing and Midwifery Caregivers.....	61
	Schedule Two – Allowances and Other Rates – Nursing and Midwifery Caregivers .....	64
	Attachment 1 - Nursing & Midwifery Workload Review Request.....	66

## A. GENERAL

### A1. INTRODUCTION

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St John of God Health Care is committed to the dignity and worth of each person. We believe that work is a major forum in which we express and develop our dignity and grow towards fullness in human living.

We believe that conditions of work must be such that each person has the freedom and resources needed for growth and development towards wholeness.

St John of God Health Care is committed to the development and maintenance of an organisational culture that is person focused, committed to the Christian ministry of healing, and to the processes of Quality Caring.

St John of God Health Care has an organisational culture that promotes, encourages and facilitates individual and organisational growth and development towards quality service provision. It allows for flexibility and mutuality in the arrangements of working conditions.

It is a culture that leads to greater job satisfaction and ever improving quality of patient care and services.

### A2. NAME OF AGREEMENT

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This Agreement shall be called the St John of God Health Care Hawkesbury District Health Service and New South Wales Nurses and Midwives' Association / ANMF NSW Branch Nursing and Midwifery Enterprise Agreement 2017 ('the Agreement').

### A3. PARTIES TO THE AGREEMENT

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The parties to be covered this Agreement shall be:

- a. St John of God Health Care Hawkesbury District Health Service ('the Employer') and;
- b. The New South Wales Nurses and Midwives' Association ("NSWNMA") and;
- c. Australian Nursing and Midwifery Federation NSW Branch ("ANMF NSW Branch") and;
- d. Nurse / Midwife Caregivers employed by the Employer at St John of God Hawkesbury District Health Service excluding:
  - i. the classification of Director of Nursing; and
  - ii. Nurse / Midwife Caregivers employed under the Public Health System Nurses' and Midwives' (State) Award.

### A4. DATE AND DURATION

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This Agreement will commence seven days after it is approved by the Fair Work Commission and will operate until its nominal expiry date on 30 June 2019. The parties will commence negotiations on a successor for this Agreement at least six months before its nominal termination date.

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

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- a. This Agreement will be read as a stand-alone Agreement to the exclusion of all other Awards and Agreements.
- b. Nurse / Midwife Caregivers are required to perform their duties in accordance with the Fair Work Act 2009 ('the Act'), this Agreement, and policies and procedures determined by the Employer from time to time. Such policies and procedures do not form part of this Agreement.
- c. The National Employment Standards apply to Nurse / Midwife Caregivers covered by this Agreement, except where this Agreement provides for a more favourable outcome for the Nurse / Midwife Caregiver in a particular respect.

#### A6. CONSULTATION AND INTRODUCTION TO CHANGE

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- a. This clause applies if the Employer proposes a change that is likely to have a significant effect on Nurse / Midwife Caregivers of the enterprise.
- b. The Employer must notify the relevant Nurse / Midwife Caregiver of the decision to introduce major change.
- c. The relevant Nurse / Midwife Caregivers may appoint a representative including a union representative for the purposes of the procedures in this term.
- d. If a relevant Nurse / Midwife Caregiver or relevant Nurse / Midwife Caregivers;
  - i. appoints a representative for the purposes of consultation; and
  - ii. the Nurse / Midwife Caregiver(s) informs the Employer of the identity of the representative;

The Employer must recognise the representative.

- e. As soon as practicable after the Employer decides to propose the change the Employer must:
  - i. Discuss with the relevant Nurse / Midwife Caregivers:
    - (a) the introduction of the change; and
    - (b) the effect the change is likely to have on the Nurse / Midwife Caregivers; and
    - (c) measures the Employer is taking to avert or mitigate the adverse effect of the change on the Nurse / Midwife Caregivers; and
  - ii. for the purposes of the discussion — provide, in writing, to the relevant Nurse / Midwife Caregivers:
    - (a) all relevant information about the change including the nature of the change proposed; and
    - (b) information about the expected effects of the change on the Nurse / Midwife Caregivers; and
    - (c) any other matters likely to affect the Nurse / Midwife Caregivers.

- f. However, the Employer is not required to disclose confidential or commercially sensitive information to the relevant Nurse / Midwife Caregivers.
- g. The Employer must give prompt and genuine consideration to matters raised about the major change by the relevant Nurse / Midwife Caregivers.
- h. If a clause in this Agreement provides for a major change to production, program, organisation, structure or technology in relation to the enterprise of the Employer, the requirements set out in sub clauses (b), (c) and (e) are taken not to apply.
- i. In this term, a major change is likely to have a significant effect on Nurse / Midwife Caregivers if it results in:
  - i. the termination of the employment of Nurse / Midwife Caregivers; or
  - ii. major change to the composition, operation or size of the Employer's workforce or to the skills required of Nurse / Midwife Caregivers; or
  - iii. the elimination or diminution of job opportunities (including opportunities for promotion or tenure); or
  - iv. the alteration of hours of work and or remuneration; or
  - v. the need to retrain Nurse / Midwife Caregivers; or
  - vi. the need to relocate Nurse / Midwife Caregivers to other work or location; or
  - vii. the restructuring of jobs; or
  - viii. change to a Nurse / Midwife Caregiver's classification or major change in their duties or roster pattern; or
  - ix. A change in the mode of engagement or status of employment; or removal of any positions due to redundancy; or
  - x. Any other restructuring process that impacts on their employment.

Consultation about changes to rosters or hours of work

- j. Where an Employer proposes to change a Nurse / Midwife Caregiver's **regular roster** or ordinary hours of work, the Employer must consult with the Nurse / Midwife Caregiver or Nurse / Midwife Caregivers affected and their representative, if any, about the proposed change. The Employer must:
  - i. provide to the Nurse / Midwife Caregiver or Nurse / Midwife Caregivers affected and their representative, if any, information about the proposed change (for example, information about the nature of the change to the Nurse / Midwife Caregiver's **regular roster** or ordinary hours of work and when that change is proposed to commence);
  - ii. invite the Nurse / Midwife Caregiver or Nurse / Midwife Caregivers affected and their representatives, if any, to give their views about the impact of the proposed change (including any impact in relation to their family or caring responsibilities); and
  - iii. give consideration to any views about the impact of the proposed change that are given by the Nurse / Midwife Caregiver or Nurse / Midwife Caregivers concerned and/or their representatives.



- k. The requirement to consult under this clause does not apply where a Nurse / Midwife Caregiver has irregular, sporadic or unpredictable working hours.
- l. These provisions are to be read in conjunction with other Agreement provisions concerning the scheduling of work and notice requirements.

#### A7. DISPUTE RESOLUTION

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

Step 1:

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

Step 2:

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

Step 3:

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

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

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

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

#### A8. SAFE STAFFING

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- a. The Employer is committed and acknowledges a responsibility to ensure staffing levels are appropriate for the delivery of high quality patient care and a safe working environment.
- b. The parties agree that existing flexibility in respect of Nurse / Midwife patient ratios will be maintained. The current practice of staffing based on collaboration between

NUM/Ward/Unit Management and the Employer's Clinical Services Executive will continue on a shift by shift basis, taking into account occupancy and patient acuity.

#### Replacement of Absences

- c. Where a Nurse / Midwife Caregiver is absent and a replacement is needed, the level of skill of the replacement Nurse / Midwife Caregiver(s) will be determined based on the operational requirements of the Department, by the NUM/Ward/Unit Management. If a 'like for like' classification is warranted (e.g. Registered Nurse / Midwife for a Registered Nurse / Midwife) the Employer will attempt to exhaust all avenues to meet this requirement to ensure safe staffing and the delivery of high quality patient care.

#### Safe Staffing Principles

- d. Nursing staffing levels and skill mix at each ward/unit shall be determined on the basis of:
  - i. clinical assessment of patient needs (including patient acuity);
  - ii. the demands of the environment such as ward layout and other local requirements / resources;
  - iii. statutory obligations including workplace safety and health legislation;
  - iv. the requirements of nurse regulatory legislation and professional standards; and
  - v. reasonable workloads.
- e. Should any Nurse / Midwife Caregiver(s) in any department, ward or unit believe they have an unreasonable or excessive workload on a regular basis:
  - i. The Nurse / Midwife Caregiver(s) should attempt to resolve the matter with the appropriate Nurse Unit Manager or After Hours Nurse Manager.
  - ii. If appropriate action is not taken to address the workload issues within 72 hours the Nurse / Midwife Caregiver(s) should provide their concerns to the Director of Nursing (using Attachment 1 – Nursing / Midwifery Workload Review Request, if desired) setting out the details of the situation.
  - iii. The Executive shall respond in writing to the Nurse / Midwife Caregiver(s) within 7 days with a proposed solution.
  - iv. If the matter remains unresolved, the Nurse / Midwife Caregiver(s) may seek to resolve the matter using the steps outlined in Clause A7, Dispute Resolution of this Agreement.
- f. The Employer will ensure that responses to concerns raised by the Nurse / Midwife Caregiver(s) enable a better understanding of the Employer's staffing practices, and will include data relating to staffing and activity as necessary.

#### A9. WORKPLACE DISCRIMINATION, BULLYING AND HARRASSMENT

- a. The Employer maintains a zero tolerance policy in relation to discrimination, harassment and bullying.

- b. The Employer has in place policies and procedures that create a safe environment in which a Nurse / Midwife Caregiver(s) can appropriately raise and effectively resolve these issues. At all times the Employer's Human Resources or Industrial Relations representatives are able to provide support and advice to ensure the process works smoothly and the principles of natural justice are followed.
- c. The Employer will continue to ensure that these policies and procedures are at all times consistent with legislative requirements.

A10. NO EXTRA CLAIMS

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

## B. DEFINITIONS

### B1. GENERAL DEFINITIONS

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For the purposes of this Agreement:

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

Agreement means this Enterprise Agreement, that is, the St John of God Health Care Hawkesbury District Health Service and New South Wales Nurses and Midwives' Association / ANMF NSW Branch Nursing and Midwifery Enterprise Agreement 2017.

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

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

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

Day Worker means a Nurse / Midwife Caregiver 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.

Nurse / Midwife Caregiver means a person employed by the Employer and covered by this Agreement.

Employer means St John of God Health Care Hawkesbury District Health Service.

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

Experience in relation to a trainee enrolled nurse, enrolled nurse, or assistant in nursing/midwifery means experience before and/or after the commencement of this Agreement whether within Australia or elsewhere and in the case of a trainee enrolled nurse, enrolled nurse or assistant in nursing/midwifery who was formerly a student nurse includes experience as such student nurse.

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

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

- a. a spouse, de facto partner, child, parent, grandparent, grandchild or sibling of the Nurse / Midwife Caregiver including a former, de facto or former de facto spouse of the same or different sex), child (including a stepchild, or adopted, ex-nuptial or

adult child), parent (including foster parent, legal guardian), grandparent, grandchild or sibling of the Nurse / Midwife Caregiver;

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

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

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

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

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

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

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

Service for the purpose of Clauses E1(a) and E2, means service before or after the commencement of this Agreement in Australia or elsewhere in a relevant nursing or midwifery role, provided that all service recognised prior to the commencement of this Enterprise Agreement will continue to be recognised.

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

- Associate Diploma in Community Health - College of Nursing, Australia; NSW College of Nursing.
- Associate Diploma in Nursing Administration - College of Nursing, Australia; NSW College of Nursing.
- Associate Diploma in Nursing Education - College of Nursing, Australia; NSW College of Nursing; Newcastle College of Advanced Education.
- Certificate in Operating Theatre Management - NSW College of Nursing, Australia.
- Certificate in Operating Theatre Technique - College of Nursing, Australia.
- Certificate in Coronary Care - NSW College of Nursing.
- Certificate in Orthopaedic Nursing - NSW College of Nursing.
- Certificate in Ward Management - NSW College of Nursing.

- Midwife Tutor Diploma - College of Nursing, Australia, or Central Midwives Board, London.
- Occupational Health Nursing Certificate - NSW College of Nursing.

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

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

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

Shift Worker means a Nurse / Midwife Caregiver who is not a Day Worker as defined.

Standard means the National Employment Standards .

Shift definitions

Shift	Commencement Time
Early Morning Shift	From 4.00am and before 6.00am
Day Shift	From 6.00am and before 10.00am
Morning Shift	From 10.00am and before 1.00pm
Afternoon Shift	From 1.00pm and before 4.00pm
Night Shift	From 4.00pm and before 4.00am

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

## C. EMPLOYMENT RELATIONSHIP

### C1. ENGAGEMENT

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

### C2. EMPLOYMENT SCREENING

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

### C3. MEDICAL EXAMINATION OF NURSES

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- a. On commencement of employment the Nurse Caregiver shall be notified of the availability of the following provisions which the Employer shall provide at the request of the Nurse / Midwife Caregiver:
  - i. As soon as practicable after the Nurse / Midwife Caregiver commences duty, a Mantoux test on the Nurse / Midwife Caregiver.
    - (a) Where the Mantoux test is negative, immunisation with BCG vaccine will be administered;
    - (b) Where the Mantoux test is positive (otherwise than as a result of BCG vaccination), the Nurse Caregiver will be referred to a chest clinic for assessment.
- b. For protection against other communicable diseases:
  - i. Where a Nurse Caregiver has not had a complete course of immunisation against diphtheria, tetanus, poliomyelitis, measles, mumps and hepatitis, pertussis, influenza, immunisation against those diseases;
  - ii. Booster immunisation against tetanus at 10-year intervals will be administered;
  - iii. A rubella antibody test, and where a Nurse Caregiver has a negative result, rubella immunisation will be administered.
- c. The costs involved in the various screening and protection procedures will be borne by the Employer.

#### C4. PROBATION

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

#### C5. EMPLOYMENT CATEGORIES

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- a. Nurse / Midwife Caregivers may be employed in any of the following employment categories:
  - i. Permanent (Full-Time or Part-Time)
  - ii. Maximum Term (Full-Time or Part-Time)
  - iii. Casual

b. A Full-Time Nurse / Midwife Caregiver is employed to work either a full-time week of 38 hours or an average of 38 hours over a four-week period.

c. A Part-Time Nurse / Midwife Caregiver is employed to work a regular number of hours of less than 38 hours per week averaged over a fortnight. The Employer and the Nurse / Midwife Caregiver will agree in writing the guaranteed minimum hours.

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

d. A Maximum Term Nurse / Midwife Caregiver is employed for a maximum term for a specific task or project on either a full time or part time basis for a period of three months or more. Salary Packaging is available to Maximum Term Nurse / Midwife Caregivers (Refer to Clause H3).

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

- i. The temporary replacements of Nurse / Midwife Caregivers on leave (including parental leave);
- ii. Limited term funding arrangements;
- iii. Long-term relief;
- iv. Anticipated service reductions;
- v. The temporary provision of specialist skills that are required within the organisation;



- vi. To fill short-term vacancies during the recruitment and selection process resulting from the cessation of employment of a permanent Nurse / Midwife Caregiver.
- e. A Casual Nurse / Midwife Caregiver is employed on an hourly basis:
- i. will be paid for actual time worked;
  - ii. is not entitled to payment for public holidays not worked, nor payment for paid leave of any type (other than long service leave), nor leave loading and severance payments; and
  - iii. is not covered by Clause F13 - Rosters;
  - iv. is eligible in some limited circumstances for unpaid parental leave in accordance with the National Employment Standards (see section 67 of the Fair Work Act 2009 for more detail).
  - v. can be terminated by notice to the end of the current shift worked.
  - vi. Clause F3(a) – Minimum Hours and H1(c) – casual loading also apply.

C6. ANNUAL REVIEW OF HOURS FOR PART-TIME AND CASUAL NURSE / MIDWIFE CAREGIVERS

- a. A Part-Time Nurse / Midwife Caregiver may request the Employer to review their hours of work once each year. Where the Nurse / Midwife Caregiver is regularly working more than their specified contract hours at the request of the Employer, the contract hours will be reasonably adjusted by the Employer taking into account the following:
- i. the operational requirements;
  - ii. the pattern of hours;
  - iii. whether the increase in hours is as the direct result of a Nurse / Midwife Caregiver being absent on leave;
  - iv. whether the increase in hours is due to a temporary increase in hours, for example, because of the specific needs of a client or service.
- b. The need to review the minimum hours will be initiated by the Nurse / Midwife Caregiver in writing, based on their period of employment and their desire to have the contracted hours reviewed.
- c. A Casual Nurse / Midwife Caregiver who has worked on a regular and systematic basis over a period of 26 weeks has the right to request conversion to permanent employment:
- i. on a full-time basis where the Nurse / Midwife Caregiver has worked on a full-time basis throughout the period of casual employment; or
  - ii. on a part-time basis where the Nurse / Midwife Caregiver has worked on a part-time basis throughout the period of casual employment. Such contract would be on the basis of the same number of hours as previously worked, unless other arrangements are agreed between the Employer and the Nurse / Midwife Caregiver.
- d. The Employer may consent to or refuse the request, but must not unreasonably withhold agreement to such a request taking into account the following:

- i. the operational requirements;
- ii. the pattern of hours;
- iii. whether the increase in hours is as the direct result of a Nurse / Midwife Caregiver being absent on leave;
- iv. whether the increase in hours is due to a temporary increase in hours, for example, because of the specific needs of a resident, patient, service or client.

#### C7. LABOUR FLEXIBILITY AND MIXED FUNCTIONS

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- a. A Nurse / Midwife Caregiver may be directed to carry out duties that are within the limits of the Nurse / Midwife Caregiver's skill, competence and training, and use the tools and equipment required, provided the Nurse / Midwife Caregiver has the relevant skills and competence and has been properly trained. Any such direction issued by the Employer will be consistent with the Employer's responsibility to provide a safe and healthy working environment for Nurse / Midwife Caregivers and the Employer's duty of care to patients and clients.

Such duties may include work which is incidental or peripheral to the Nurse / Midwife Caregiver's main tasks provided that such duties are not designed to promote deskilling nor are inconsistent with Clause C7. b (below).

- b. Except, as provided for in subclauses C7 c. and C7 d., Nurse / Midwife Caregivers will not be required to perform, as a matter of routine, the following duties, viz: washing, sweeping, polishing and/or dusting of floors, walls or windows of wards, corridors, annexes, bathrooms or verandas, nor any duties which are generally performed by classifications other than nursing staff: but this provision will not preclude the employment of Nurse / Midwife Caregivers on any of such duties in an isolation block or where the performance of those duties involves disinfection.
- c. Nothing in subclause C7a. of this clause will preclude a Nurse / Midwife Caregiver from being required to perform all or any of the specified duties during the first thirteen weeks of training or experience, as the case may be.
- d. Nothing in subclause a. of this clause will preclude any Nurse / Midwife Caregiver from being required to perform all or any of the specified duties at any time when domestic staff is not available to perform them; provided that the Employer has made all reasonable efforts to obtain domestic staff.

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

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- a. The Employer recognises the right of all Nurse / Midwife Caregivers to join a union, to access meaningful union representation, to participate collectively in workplace issues, and to collectively bargain through their union.
- b. The Employer will recognise workplace representatives from the Union.
- c. Upon application each workplace representative or delegate endorsed by the Union shall be released to attend the NSW Nurses and Midwives' Association Annual Conference, training or seminars to a maximum of three days paid leave in a calendar year with the following conditions:
  - i. two weeks period of notice provided to the Employer
  - ii. the taking of leave is arranged having regard to the operational requirements of the Employer

- iii. this leave shall be paid at the ordinary time rate of pay and shall count as service for all purposes for this Agreement

## D. FLEXIBLE WORK ARRANGEMENTS

### D1. INTRODUCTION

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

Work Life Balance initiatives include:

- i. Part-time work;
- ii. Career breaks;
- iii. Job-share;
- iv. 'Purchased' extra leave;
- v. Paid maternity and adoption leave;
- vi. Flexible return to work options;
- vii. Transition to retirement for mature-aged Nurse / Midwife Caregivers.

### D2. FLEXIBLE WORK ARRANGEMENTS

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A Nurse / Midwife Caregiver who is

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

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

### D3. FLEXIBLE WORK PATTERNS

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- a. Nurse / Midwife Caregivers who do not fit the eligibility criteria to request flexible working arrangements under the NES have the opportunity to request flexible working arrangements to suit their personal circumstances. After receiving a written

request, the Employer may agree to temporarily change the pattern of working hours of the Nurse / Midwife Caregiver on the following terms:

- i. The Employer cannot be compelled to agree to such a request;
  - ii. The arrangement must not change or affect any other Nurse / Midwife Caregiver's **number or pattern of working hours unless by mutual agreement** between the Nurse / Midwife Caregivers concerned;
- b. For operational reasons, the Employer may require the Nurse / Midwife Caregiver to revert to the original work pattern.

#### D4. INDIVIDUAL FLEXIBILITY

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- a. Notwithstanding any other provision of this Agreement, an Employer and an individual Nurse / Midwife Caregiver may agree to vary the application of certain terms of this Agreement to meet the genuine individual needs of the Employer and the individual Nurse / Midwife Caregiver. The terms the Employer and the individual Nurse / Midwife Caregiver may agree to vary the application of are those concerning:
- i. Arrangements for when work is performed in relation to:
    - (a) the timing of breaks;
    - (b) time off in lieu of overtime; and
    - (c) penalty rates.
  - ii. overtime and penalty rates in respect to DDON;
  - iii. the inclusion of allowances in base salary; and
  - iv. the inclusion of leave loading in base salary.
- b. It is anticipated that any agreement would result from the Nurse / Midwife Caregiver requiring the change to accommodate personal circumstances. Any such change will not financially disadvantage other Nurse / Midwife Caregivers.
- c. The Employer must ensure that the terms of the individual flexibility arrangements:
- i. are about permitted matters under Section 172 of the Act; and
  - ii. are not unlawful terms under Section 194 of the Act; and
  - iii. result in the Nurse / Midwife Caregiver being better off overall than the Nurse / Midwife Caregiver would be if no arrangement was made.
- d. The Employer and the individual Nurse / Midwife Caregiver must have genuinely made the agreement without coercion or duress.
- e. The agreement between the Employer and the individual Nurse / Midwife Caregiver must:
- i. be confined to a variation in the application of one or more of the terms listed in subclause (a) ; and

- ii. result in the Nurse / Midwife Caregiver being better off overall than the Nurse / Midwife Caregiver would have been if no individual flexibility agreement had been agreed to.
- f. The agreement between the Employer and the individual Nurse / Midwife Caregiver must also:
  - i. be in writing, name the parties to the agreement and be signed by the Employer and the individual Nurse / Midwife Caregiver and, if the Nurse / Midwife Caregiver is under 18 years of age, the Nurse / Midwife Caregiver's parent or guardian;
  - ii. state each term of this agreement that the Employer and the individual Nurse / Midwife Caregiver have agreed to vary;
  - iii. detail how the application of each term has been varied by agreement between the Employer and the individual Nurse / Midwife Caregiver;
  - iv. detail how the agreement results in the individual Nurse / Midwife Caregiver being better off overall in relation to the individual Nurse / Midwife Caregiver's terms and conditions of employment; and
  - v. state the date the agreement commences to operate.
- g. The Employer must give the individual Nurse / Midwife Caregiver a copy of the Agreement and keep the agreement as a time and wages record.
- h. Except as provided in subclause (a) the agreement must not require the approval or consent of a person other than the Employer and the individual Nurse / Midwife Caregiver.
- i. An Employer seeking to enter into an agreement must provide a written proposal to the Nurse / Midwife Caregiver. Where the Nurse / Midwife Caregiver's understanding of written English is limited the Employer must take measures, including translation into an appropriate language, to ensure the Nurse / Midwife Caregiver understands the proposal.
- i. The agreement may be terminated:
  - i. by the Employer or the individual Nurse / Midwife Caregiver 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
  - ii. at any time, by written agreement between the Employer and the individual Nurse / Midwife Caregiver.

## E. EMPLOYMENT CLASSIFICATIONS

### E1. INTRODUCTION

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

### E2. RECOGNITION OF SERVICE AND EXPERIENCE

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- a. The Employer will recognise service and experience with another Employer for the purposes of classifying Nurse / Midwife Caregivers in Employment Classifications where there are progression criteria. Progression criteria is defined in the definition of Service in Clause B1 and in Schedule One Minimum Hourly Pay Rates.
- b. The Employer will recognise the prior service and experience, and/or the concurrent service of a Nurse / Midwife Caregiver with other Employers, upon production of documentary evidence satisfactory to the Employer.

The Employer will notify Nursing Employment Classification Nurse / Midwife Caregivers in writing of the requirements of this clause at the time of commencement of employment. If the Employer does not so notify the Nurse / Midwife Caregiver then the requirements of this clause will not commence until the Employer does so notify the Nurse / Midwife Caregiver.

The Nurse / Midwife Caregiver's new classification will apply from the date the evidence is received by the Employer.

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

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

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

### E3. CLASSIFICATION DESCRIPTORS

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#### 1. GENERAL EMPLOYMENT CLASSIFICATIONS

The following employment classifications apply to this Agreement:

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

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

The following Employment Classifications and definitions apply to this Agreement:

Assistant in Nursing/Midwifery

A Nurse / Midwife Caregiver, other than a registered nurse, student nurse, or enrolled nurse, who is employed in nursing/midwifery duties in a hospital.

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

A Nurse / Midwife Caregiver enrolled by the Board as such.

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

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



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

Registered Nurse

A Nurse / Midwife Caregiver registered by the Board as a Registered Nurse and/or Registered Midwife.

Clinical Nurse/Midwifery Specialist

A Nurse / Midwife Caregiver registered nurse with relevant post-basic qualifications and 12 months' experience working in the clinical area of their specified post-basic qualification, or a minimum of four years' post-basic registration experience, including three years' experience in the relevant specialist field and who satisfies the following criteria:

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

The Clinical Nurse Specialist Grade 1 is a personal grading.

Clinical Nurse Specialist Level 2

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

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

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

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

Nursing/Midwifery Unit Manager

A Nurse / Midwife Caregiver who is a registered nurse in charge of a ward or unit or group of wards or units in a hospital will include:

Nursing/Midwifery Unit Manager Level 1

Responsibilities include:

Unit	Element
Co-ordination of Patient Services	Liaison with all health care disciplines for the provision of services to meet patient needs The orchestration of services to meet patient needs after discharge Monitoring catering and transport services
Unit Management	Implementation of hospital policy Dissemination of information to all personnel Ensuring environmental safety Monitoring the use and maintenance of equipment Monitoring the supply and use of stock and supplies Monitoring cleaning services
Nursing Staff Management	Direction, co-ordination and supervision of nursing activities Training, appraisal and counselling of nursing staff Rostering and/or allocation of nursing staff Development and/or implementation of new nursing practice according to patient need

Nursing/Midwifery Unit Manager Level 2

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

Nursing/Midwifery Unit Manager Level 3

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

Clinical Nurse/Midwifery Educator

A Nurse / Midwife Caregiver registered nurse with relevant post registration certificate qualifications or experience deemed appropriate by the Employer, who is required to implement and evaluate educational programmes at the ward level. The Clinical Nurse/Midwifery Educator may cater for the delivery of clinical nurse/midwifery education in the ward or within the education unit level.

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

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

#### Nurse/Midwifery Educator

A Nurse / Midwife Caregiver that is a registered nurse with a post registration certificate, who has relevant experience or other qualifications, deemed appropriate by the Employer who is appointed to a position of Nurse/Midwifery Educator.

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

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

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

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

#### Senior Nurse/Midwifery Educator

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

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

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

#### Clinical Nurse/Midwifery Consultant

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

Assistant Director of Nursing/Midwifery

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

A Nurse / Midwife Caregiver appointed to be a registered nurse in charge of all theatres, where there are four or more major theatres in regular use.

Deputy Director of Clinical Operations

A Nurse / Midwife Caregiver must be appointed in hospitals with adjusted daily averaged of occupied beds as specified hereunder:

Less than 40 beds - a Deputy Clinical Operations except where

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

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

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

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

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

## F. HOURS OF WORK

### F1. ORDINARY HOURS OF WORK

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

### F2. ARRANGEMENT OF HOURS

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- a. Nurse / Midwife Caregivers are entitled to be free from duty on four full days in each fortnight or two full days in each week. Every effort will be made for these days to be consecutive, unless otherwise agreed.
- b. Nurse / Midwife Caregivers must not work more than seven consecutive shifts. At the request of a Nurse / Midwife Caregiver, the Employer and the Nurse / Midwife Caregiver may agree to a Nurse / Midwife Caregiver working more than seven consecutive shifts.
- c. Nurse / Midwife Caregivers must not be employed on night duty for a longer period than eight consecutive weeks, unless agreed by the Employer. After having served a period of night duty a Nurse / Midwife Caregiver must not be required to serve a further period on night duty until they have been off night duty for a period equivalent to the previous period on night duty.

### F3. MINIMUM HOURS FOR PART TIME AND CASUAL NURSE / MIDWIFE CAREGIVERS

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

#### F4. BANKING OF HOURS

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- a. A full time or part time Nurse / Midwife Caregiver may, by agreement made daily, weekly or fortnightly with their Nurse/Midwifery Unit Manager :
  - i. work less than their daily, weekly or fortnightly rostered or contracted hours and work those hours at a later date; or
  - ii. work more than their daily, weekly or fortnightly rostered or contracted hours and take time off in lieu of payment, or may set off the additional hours worked against any owing under (i) above.
- b. A Nurse / Midwife Caregiver who works less than their rostered or contracted hours will be paid as if those hours had been worked during the relevant period, including payment for any weekend or shift penalties that would otherwise have been due for the time not worked.
- c. A Nurse / Midwife Caregiver who works more than their rostered or contracted hours will not receive payment for any weekend or shift penalties that would otherwise have been due for that extra time worked.
- d. Time debited or credited under these arrangements will all be at ordinary time, i.e. an hour for an hour.
- e. A Nurse / Midwife Caregiver may not have more than 76 hours in debit or credit at any point in time.
- f. Nurse / Midwife Caregivers who have hours in debit must be given first option to work additional hours prior to the use of casual Nurse / Midwife Caregivers.
- g. The Employer must keep detailed records of all hours credited and debited to Nurse / Midwife Caregivers under these arrangements. Nurse / Midwife Caregivers must have full access to these records.
- h. On termination of employment the Employer must pay the Nurse / Midwife Caregiver for all hours in credit and may deduct from termination pay the value of any hours in debit.
- i. Either party will have the right to terminate an agreement under this clause with two weeks' notice.

#### F5. MINIMUM BREAKS BETWEEN SHIFTS

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

- iii. Once released from duty the Nurse / Midwife Caregiver will be entitled to be absent from work until they have had their appropriate break without loss of pay for the working time occurring during such an absence.

#### F6. BREAKS

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- a. Nurse / Midwife Caregivers are entitled to paid rest breaks each working day as follows:
  - i. A Nurse / Midwife Caregiver who works less than 7.6 hours is entitled to one 10 minute break in each four hours , or
  - ii. A Nurse / Midwife Caregiver who works more than 7.6 hours is entitled to two 10 minute breaks. With the agreement of the Employer, a Nurse / Midwife Caregiver may take this time as a single twenty minute break, or one ten minute break and be allowed to proceed off duty 10 minutes before the completion of the normal shift finishing time.
  - iii. Rest breaks will count as working time.
- b. Nurse / Midwife Caregivers are entitled to an unpaid meal break of between 30 and 60 minutes each working day.

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

Meal breaks will not count as time worked.
- c. The Employer must provide the Nurse / Midwife Caregiver with either a meal or a meal allowance (as set out in Schedule Two) if the Nurse / Midwife Caregiver is required to work overtime for more than two hours and such overtime goes beyond:
  - i. 7:00am on a Night Shift;
  - ii. 1:00pm on an Early morning shift, Morning shift or Day shift;
  - iii. 6:00pm on an Afternoon Shift.
- d. A Nurse / Midwife Caregiver required to work overtime following on the completion of their normal shift for more than two hours must be allowed twenty minutes for the partaking of a meal and a further twenty minutes after each subsequent four hours of overtime. All such time must be counted as time worked; provided that benefits of this subclause must not apply to permanent part time Nurse / Midwife Caregivers, until the expiration of the normal shift for a majority of the full time Nurse / Midwife Caregivers employed on that shift in the ward or section concerned.
- e. A Nurse / Midwife Caregiver recalled to work overtime after leaving the Employer's premises and who is required to work for more than four hours will be allowed twenty minutes for the partaking of a meal and a further twenty minutes after each subsequent four hour's overtime; all such time shall be counted as time worked.
- f. The meals referred to in subclauses F6 c. & F6 d. will be allowed to the Nurse / Midwife Caregiver free of charge. Where the hospital is unable to provide such meals, an allowance per meal of the sum set out in Schedule Two will be paid to the Nurse / Midwife Caregiver concerned.

- g. Where a Nurse / Midwife Caregiver is required to work an overtime shift on their rostered day off, the appropriate meal breaks for that shift, as prescribed by this Clause will apply.
- h. If a Nurse / Midwife Caregiver is recalled to duty during a meal break, they will be paid at overtime rates for the total period of the meal break.

#### F7. ALLOCATED DAYS OFF

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- a. The Employer will provide the opportunity for Full-Time Nurse / Midwife Caregivers to access Allocated Days Off (ADOs) by accruing:
  - i. 0.4 of an hour for every eight hours worked per day; or
  - ii. 0.5 of an hour for every ten hours worked per day.
- b. The Nurse / Midwife Caregiver is entitled to be paid their basic periodic rate of pay on the ADO on the basis of 7.6 hours per day.
- c. The Employer will grant an ADO at a time requested by the Nurse / Midwife Caregiver and having regard to the operational needs of the Employer.
- d. Where possible and by mutual agreement:
  - i. the ADO will be consecutive with the days not rostered for duty (but will not be rostered on public holidays);
  - ii. the ADO must be taken as one whole day and not a part thereof, preferably one ADO per month;
  - iii. no more than five ADOs may be accumulated and taken in conjunction with the Nurse / Midwife Caregiver's **annual leave** or at **another agreed** time.
- e. Nurse / Midwife Caregivers must take an amount of ADO leave during a particular period should the Employer direct them to do so. If the Employer does direct a Nurse / Midwife Caregiver to take an ADO, the Nurse / Midwife Caregiver may request that the ADO leave be included in the roster for the next period. The Employer will not unreasonably refuse such a request.
- f. ADOs are accrued, at the normal rate, for the following:
  - i. **personal/carer's leave;**
  - ii. public holidays;
  - iii. compassionate leave;
  - iv. study leave;
  - v. time in lieu.
- g. The following types of leave or absence *do not* accrue ADOs:
  - i. ADO
  - ii. annual leave (the base four weeks);
  - iii. long service leave;



- iv. paid and unpaid parental leave;
  - v. leave without pay;
  - vi. workers compensation.
- h. Once set, the additional days off may not be changed except in accordance with the provisions of Clause F13, Rosters.

#### F8. REASONABLE ADDITIONAL HOURS

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- a. The operational requirements of the Employer will, on occasion, require some Nurse / Midwife Caregivers to work reasonable additional hours.
- b. All hours worked over an average of 76 ordinary hours per fortnight will be additional hours.
- c. All hours worked by Part-Time Nurse / Midwife Caregivers beyond their contracted number of hours will be additional hours for the purpose of this clause.
- d. All additional hours worked by the Nurse / Midwife Caregiver and approved by the Employer will be paid in accordance with this Agreement.
- e. A Nurse / Midwife Caregiver may be required to work the additional hours unless the hours are unreasonable taking into account:
  - i. any risk to the Nurse / Midwife Caregiver's health and safety that might reasonably be expected to arise if the Nurse / Midwife Caregiver worked the additional hours;
  - ii. the Nurse / Midwife Caregiver's personal circumstances including any family responsibilities;
  - iii. the operational requirements of the workplace of the Employer;
  - iv. the notice (if any) given by the Employer of the additional hours and by the Nurse / Midwife Caregiver of their intention to refuse to work the additional hours;
  - v. whether any of the additional hours are on a public holiday;
  - vi. the Nurse / Midwife Caregiver's hours of work over the four weeks ending immediately before the Nurse / Midwife Caregiver is required or requested to work the additional hours; and
  - vii. any other relevant matter.

#### F9. OVERTIME

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- a. All overtime (including time in lieu of overtime) must be agreed to by the Employer prior to such overtime being worked.
- b. All hours worked by Nurse / Midwife Caregivers outside the ordinary hours will be paid at their basic periodic rate of pay at:
  - i. time and one-half (150%) for the first two hours and then double time (200%);
  - ii. double time (200%) for all overtime worked on Sunday; or

- iii. double time and one-half (250%) for all overtime worked on Public Holidays.
- c. Casual Nurse / Midwife Caregivers will be entitled to overtime for hours in excess of 76 hours per fortnight and 10 hours per shift (exclusive of meal breaks). The payments for overtime are inclusive of the casual loading and not in addition to the casual loading as set out in clause H1.
- d. Part-Time Nurse / Midwife Caregivers will be entitled to overtime for work in excess of the rostered daily ordinary hours of work prescribed for the majority of full time Nurse / Midwife Caregivers on that shift. Where there are no Full Time Nurse / Midwife Caregivers on that shift, the rostered ordinary hours of work will be eight hours.
- e. A Nurse / Midwife Caregiver, other than a casual Nurse / Midwife Caregiver, who works so much overtime between the termination of their ordinary work on one day and the commencement of their ordinary work on the next day, that they have not had at least 8 consecutive hours off duty between those times, will be released after completion of such overtime, until they have had 8 consecutive hours off duty without loss of pay for ordinary working time occurring during such absence.
- f. If, on the instruction of the Employer, a Nurse / Midwife Caregiver resumes or continues to work without having had 8 consecutive hours off duty, they will be paid at the rate of double time until released from duty for such period. The Nurse / Midwife Caregiver will then be entitled to be absent until they have had 8 consecutive hours off duty without loss of pay for rostered ordinary hours during the absence.
- g. Nurse / Midwife Caregivers who are recalled to work overtime after leaving the Employer's place of work must be paid:
  - i. a minimum of four hours at the applicable overtime rate (and Nurse / Midwife Caregivers will not be required to work the full four hours if work is completed earlier); and
  - ii. the lesser of the actual travel expenses incurred to return to work or the allowance set out in Item 7 of Schedule Two where the Nurse / Midwife Caregiver elects to use the Nurse / Midwife Caregiver's own vehicle.
- h. For the purposes of assessing overtime:
  - i. each day stands alone; and
  - ii. where overtime worked is continuous and extends beyond midnight, all overtime hours will be considered as one day.

#### F10. TIME IN LIEU OF OVERTIME

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- a. Time off in lieu of overtime (Time in Lieu) must be agreed to and pre-approved before being worked, by the Employer.
- b. Instead of receiving payment for authorised overtime, Nurse / Midwife Caregivers may be compensated by way of Time in Lieu on the following basis:
  - i. Nurse / Midwife Caregivers cannot be compelled to take Time in Lieu rather than receive payment for overtime; and
  - ii. the Employer cannot be compelled to agree to provide Nurse / Midwife Caregivers with Time in Lieu;

- iii. Time in Lieu shall accrue at the appropriate overtime rate (e.g. if the overtime rate was 150% of the ordinary rate of pay, the Nurse / Midwife Caregiver shall accrue 1.5 hours Time in Lieu for every 1 hour worked).
- iv. The Employer must maintain records of all Time in Lieu owing and taken by Nurse / Midwife Caregivers.
- v. Where no election is made, the Nurse / Midwife Caregiver will be paid overtime rates in accordance with this Agreement.
- vi. Time in Lieu must be taken within four months of it being accrued at a mutually agreed time. Time in Lieu not taken within that period may be paid out.
- vii. The Employer can compel a Nurse / Midwife Caregiver to take Time In Lieu before four months has passed from the date when Time in Lieu was accrued.

**F11. SHIFT AND WEEKEND WORK**

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

Shift	Commencement Time	Allowance
Early morning shift	From 4.00am and before 6.00am	10%
Day shift	From 6.00am and before 10.00am	No allowance
Morning shift	From 10.00am and before 1.00pm	10%
Afternoon shift	From 1.00pm and before 4.00pm	12.5%
Night shift	From 4.00pm and before 4.00am	15%

Casual Nurse / Midwife Caregivers are entitled to the casual loading in clause H1 and the allowances above, where applicable.

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

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

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

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

#### F12. PUBLIC HOLIDAYS

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- a. The parties acknowledge that the nature of the work performed by the Nurse / Midwife Caregiver, the type of employment and the nature of the Employer's workplace will require some Nurse / Midwife Caregivers to work on Public Holidays.
- b. Public Holidays will be observed on the following days:
  - i. New Years Day; Australia Day; Good Friday; Easter Saturday; Easter Sunday; Easter Monday; Anzac Day; Queen's Birthday; Labour Day; Christmas Day; Boxing Day; and
  - ii. An additional public holiday at the election of the Employer on a day between Christmas and New Year or a suitable date agreed between the Employer and the Union; and
  - iii. any other day or half day declared by or in accordance with the Public Holidays Act 2010 (or its successor) as a public holiday or a local event day within the area in which the hospital is situated.
- c. A Full Time Shift Worker who is required to work on a public holiday will be paid , in addition to the to the appropriate ordinary rate of pay, one half time extra for the time actually worked on such a holiday. Such payment will be in lieu of any additional rate for shift work or weekend work which would otherwise be payable had the day not been a public holiday.
- d. A Nurse / Midwife Caregiver other than one covered by subclause c. directly above who is required to and does work on any Public Holiday will be paid double time and a half (250%) of their basic periodic rate of pay for the hours worked. This amount is instead of all other applicable allowances and loadings. Alternatively, if the Nurse / Midwife Caregiver elects, the Nurse / Midwife Caregiver will be paid half-time extra (50%) for all time worked in addition to the weekly rate and have one ordinary working day added to the period of annual leave. This additional annual leave shall not attract the annual leave loading.
- e. This request must be made on each Nurse / Midwife Caregiver's anniversary date and cannot be changed during that year.
- f. Where a Public Holiday falls on a rostered day off of a Shift Worker, the Nurse / Midwife Caregiver will be paid one day's pay in addition to the basic periodic rate of pay.

#### F13. ROSTERS

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- a. At least two weeks prior to the start of the roster period, the ordinary hours of work including commencement and finishing times for Shift Workers must be:
  - i. Displayed on a roster in a place accessible to Nurse / Midwife Caregivers (including by electronic means); or
  - ii. Communicated to the Nurse / Midwife Caregiver in writing.

- b. Wherever possible and taking into account operational requirements, the Employer will ensure that a Part-Time Nurse / Midwife Caregiver's hours are evenly spread. In the case of a permanent part-time Nurse / Midwife Caregiver whose hours are balanced over four weeks, the roster will be displayed where practicable, at least four weeks prior to the commencing date of the first working period in the roster but in any event not less than one week prior, to the commencing date of the first working period in the roster.
- c. The Employer is not obliged to display or communicate any roster of ordinary hours of work for Casual Nurse / Midwife Caregivers or relieving staff.
- d. Notwithstanding the foregoing provisions of this clause, a roster may be altered at any time to enable the nursing service of the hospital to be carried on where another Nurse / Midwife Caregiver is absent from duty on account of illness or in an emergency: Provided that where any such alteration involves a Nurse / Midwife Caregiver working on a day which would otherwise have been such Nurse / Midwife Caregiver's day off, the day off in lieu thereof will be as mutually arranged.
- e. Prior to the date of the changed shift, such change of roster will be notified verbally or in writing to the Nurse / Midwife Caregiver concerned.
- f. A Nurse / Midwife Caregiver may change their roster at short notice, with the agreement of their nurse/midwifery unit manager or Director of Nursing for any reasonable ground.
- g. An Employer may change a Nurse / Midwife Caregiver's roster at short notice, with the agreement of the Nurse / Midwife Caregiver, for any reasonable ground including unexpected situations and unforeseen fluctuations in patient dependency.
- h. Where a Nurse / Midwife Caregiver is entitled to an allocated day off duty, such day is to be shown on the roster of hours for that Nurse / Midwife Caregiver.
- i. All rosters will be retained for at least seven years.
- j. Where the alteration requires a Full-Time Nurse / Midwife Caregiver to work on a day which would have been the Nurse / Midwife Caregiver's day off, the Nurse / Midwife Caregiver may elect to;
  - i. be paid at overtime rates; or
  - ii. take time in lieu at a time agreed between the Nurse / Midwife Caregiver and the Employer.

## G. ALLOWANCES

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

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

### G2. IN-CHARGE ALLOWANCE

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

### G3. VEHICLE/TRAVELLING ALLOWANCE

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- a. Subject to the Employer being satisfied that the Nurse / Midwife Caregiver has incurred the expenses:
  - i. Where a Nurse / Midwife Caregiver is called upon and agrees to use the Nurse / Midwife Caregiver's private vehicle for work-related travel, the Nurse / Midwife Caregiver will be paid the allowance set out in Item 7 of Schedule Two; or
  - ii. Where a Nurse / Midwife Caregiver is required to use public transport for work-related travel, the Nurse / Midwife Caregiver is to be reimbursed the actual expenses reasonably incurred for such travel.
- b. A Nurse / Midwife Caregiver sent for duty to a place other than the Nurse / Midwife Caregiver's regular place of duty must be paid for all excess travelling time at the appropriate rate of pay and reimbursed excess travelling expenses.

- c. In accordance with the Employer's Motor Vehicle Policy, the Employer will provide reimbursement up to the amount specified in the policy in the event of loss or damage to their vehicle that was sustained while it was being used for work purposes.

#### G4. UNIFORMS AND LAUNDRY ALLOWANCE

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- a. Subject to (c) below, sufficient suitable and serviceable uniforms will be supplied free of cost, to each Nurse / Midwife Caregiver required to wear them. A Nurse / Midwife Caregiver to whom a new uniform or part of a uniform has been supplied by the Employer, who fails to return the corresponding article last supplied, will not be entitled to have such article replaced without payment for it at a reasonable price, in the absence of a satisfactory reason for the loss of such article or failure to produce such uniform or part thereof.
- b. Upon termination, a Nurse / Midwife Caregiver will return any uniform or part thereof supplied by the Employer, which is still in use by the Nurse / Midwife Caregiver, immediately prior to leaving.
- c. In lieu of supplying a uniform or uniform item where required to a Nurse / Midwife Caregiver, the Employer will pay the Nurse / Midwife Caregiver the weekly allowance set out in Items 8 to 12 of Schedule Two to this Agreement according to the applicable item number as and when required. Uniform items include shoes, cardigan or jacket, stockings and socks.
- d. If the uniforms of a Nurse / Midwife Caregiver are not laundered at the expense of the Employer, the sum per week set out in Item 13 of Schedule Two to this Agreement will be paid to the said Nurse / Midwife Caregiver. Provided that the payment of such laundry allowance will not be made to any Nurse / Midwife Caregiver on absences exceeding one week.
- e. A Nurse / Midwife Caregiver who works less than 38 hours per week will be entitled to the allowances prescribed by this clause in the same proportion as the average hours worked each week bears to 38 ordinary hours.
- f. Each Nurse / Midwife Caregiver whose duties require them to work in a hazardous situation with or near machinery will be supplied with appropriate protective clothing and equipment.
- g. Where a Nurse / Midwife Caregiver is required to change into a uniform or a specified type of garment at the Employer's premises they will be allowed ten minutes for such a purpose and such time will be counted as working time and paid for as such.

#### G5. ON CALL ALLOWANCE

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- a. Nurse / Midwife Caregivers may be required to participate in on-call arrangements.
- b. Nurse / Midwife Caregivers working within the Hospital's Perioperative Service shall be required to participate in on-call arrangements from the commencement of this Agreement. Should the Employer require other Nurse / Midwife Caregivers to participate in on-call arrangements the provisions outlined in Clause A6 - Consultation and Introduction to Change, shall be followed.
- c. For hours on-call on a day before a Nurse / Midwife Caregiver is scheduled to have a day off or on a day when they are rostered off, he or she will be paid the greater of:

- i. A minimum amount for the whole period of on-call (less than 24 hours) shown as Item 16 in Schedule Two or
  - ii. An amount calculated by multiplying the number of hours on-call by the hourly rate shown as Item 17 in Schedule Two).
- d. For hours on-call on a day other than as described in c. above a Nurse / Midwife Caregiver will be paid the greater of :
  - i. A minimum amount for the whole period of on-call (less than 24 hours) shown as Item 14 in Schedule Two ; or
  - ii. An amount calculated by multiplying the number of hours on-call by the hourly rate shown in Item 15 in Schedule Two.
- e. A Nurse / Midwife Caregiver who is directed to remain on call during a meal break will be paid the meal break allowance in Item 18 of Schedule Two.
- f. Where a Nurse / Midwife Caregiver is on call, leaves the workplace and is recalled to duty, the Nurse / Midwife Caregiver shall be reimbursed reasonable travel expenses incurred or the allowance in Item 7 of Schedule Two where the Nurse / Midwife Caregiver elects to use the Nurse / Midwife Caregiver's own vehicle.
- g. Where a Nurse / Midwife Caregiver on call leaves the workplace and is recalled to duty, the Nurse / Midwife Caregiver must be paid a minimum of four hours at the applicable overtime rate. Nurse / Midwife Caregivers will not be required to work the full four hours if work is completed earlier.
- h. On Call Allowance will not be payable for the same time period where the Nurse / Midwife Caregiver is paid overtime.

G6. CONTINUING EDUCATION ALLOWANCE

- a. A Nurse / Midwife Caregiver who has completed a higher education qualification that is additional to the qualification relevant for registration or enrolment, will be paid the allowance in Items 19 to 22 of Schedule Two subject to the following:
  - i. Allowances will be payable as follows:

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



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

#### G7. HIGHER DUTIES ALLOWANCE

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

#### G8. LEAD APRON ALLOWANCE

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A Nurse / Midwife Caregiver required to wear a lead apron must be paid an allowance as set out in Item 23 of Schedule Two for each hour or part thereof that they are required to wear the apron.

## H. REMUNERATION AND BENEFITS

### H1. REMUNERATION

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

### H2. SALARY INCREASES

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- a. The Employer is committed to providing salary increases that reward Nurse / Midwife Caregivers for their efforts and that are aligned to industry standards.
- b. Salary increases for the life of the Agreement are defined in Schedule One.
- c. Nurse / Midwife Caregivers who are covered by this Agreement but receive a salary exceeding the rates defined in Schedule One will receive a 2.5% per annum increase from the first full pay period on or after 1 July 2017 and the first full pay period on or after 1 July 2018.

### H3. SALARY PACKAGING

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- a. The Employer has made salary packaging arrangements available for those Nurse / Midwife Caregivers who wish to take advantage of the benefits.
- b. Nurse / Midwife Caregivers are able to package and structure their remuneration in accordance with the Employer's **Salary Packaging Policy**.
- c. If existing taxation law is changed and that change impacts salary packaging arrangements, the Employer may decide to discontinue the arrangements.
- d. The Employer will give at least three months written notice of any change or cancellation to the salary packaging arrangements. This notice period may be less in the event that a tax law change does not allow the Employer to provide three months notice prior to it taking effect.
- e. Nurse / Midwife Caregivers will have the Superannuation Guarantee Contribution calculated on their gross salary prior to the application of any remuneration packaging arrangements.

### H4. SUPERANNUATION

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

#### H5. SALARY ADJUSTMENTS

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

# I. LEAVE

## 11. LEAVE ENTITLEMENTS

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

## 12. ANNUAL LEAVE

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

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

provided that a Nurse / Midwife Caregiver 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 Nurse / Midwife Caregiver at the commencement of each year of employment and is irrevocable during the currency of that year of employment.

d. Direction to Take Annual Leave

- i. Annual leave must be taken within 18 months following the date of accrual.
- ii. The Employer may direct the Nurse / Midwife Caregiver to take a period of annual leave provided that the Employer must first meet with the Nurse / Midwife Caregiver to genuinely attempt to agree on ways to reduce the amount of untaken accrued leave.
- iii. If agreement cannot be reached, an Employer can then give a written direction to a Nurse / Midwife Caregiver to take a period (or periods) of annual leave, subject to the following requirements:
  - (a) The direction must be in writing and must not result in the Nurse / Midwife Caregiver retaining less than the Nurse / Midwife Caregiver's **annual entitlement after the directed annual leave** is taken. For example, a Nurse / Midwife Caregiver who is entitled to 4 weeks annual leave, with a balance of 6 weeks, may be directed to take up to 2 weeks. A Nurse / Midwife Caregiver who is entitled to 4 weeks annual leave and 1 week additional annual leave for working Sundays and/or Public Holidays, with a balance of 7.5 weeks, may be directed to take up to 2.5 weeks.
  - (b) The Nurse / Midwife Caregiver cannot be directed to take any period of leave of less than one week;
  - (c) The leave cannot commence less than 4 weeks or more than 12 months after the date of the direction; and
  - (d) The direction cannot otherwise be inconsistent with any leave arrangements already in place, such as leave already agreed to;
  - (e) After a direction is given, the Nurse / Midwife Caregiver can still request a period of annual leave as if the direction had not been made. If this happens, the Employer cannot unreasonably refuse this request.
  - (f) The direction will be automatically deemed withdrawn where a separate period of annual leave is agreed after a direction is made, if the period of leave would then result in the Nurse / **Midwife Caregiver's** remaining annual leave entitlement falling below the threshold specified in (iii)(a) above.

Notwithstanding the above, the Employer may also direct a Nurse / Midwife Caregiver to take annual leave during a period of low patient activity or in the event of an emergency affecting continuity of hospital operation.

e. Cashing out Annual Leave

- i. Upon request by the Nurse / Midwife Caregiver annual leave credited may be cashed out as per the NES and is subject to the following conditions.
  - (a) the Nurse / Midwife Caregiver must elect in writing to receive pay in lieu of an amount of annual leave;

- (b) the Nurse / Midwife Caregiver must be paid at least the full amount that would have been payable to the Nurse / Midwife Caregiver had the Nurse / Midwife Caregiver taken the leave including annual leave loading that the Nurse / Midwife Caregiver has foregone; and
- (c) the Nurse / Midwife Caregiver's **remaining accrued annual** leave entitlement is at least four weeks.

### 13. ANNUAL LEAVE LOADING

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- a. Full-Time and Part Time Nurse / Midwife Caregivers are entitled to annual leave loading of the greater of:
  - i. 17.5% of the Nurse / Midwife Caregivers basic periodic rate of pay on a maximum of 152 hours / four weeks annual leave per annum; or
  - ii. any shift and weekend allowances that they would have been paid had they not been on leave.
- b. Upon termination, a Nurse / Midwife Caregiver is entitled to be paid leave loading for any accrued but untaken leave.
- c. Annual leave loading is payable for periods of cashed out Annual Leave.

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

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- a. Full-Time Nurse / Midwife Caregivers are entitled to 10 days paid personal leave in accordance with the NES. Part Time Nurse / Nurse Midwife Caregivers will receive paid personal leave on a pro-rata basis.
- b. Personal leave is either:
  - i. sick leave taken by a Nurse / Midwife Caregiver who is not fit for work because of a personal illness or injury affecting a Nurse / Midwife Caregiver, or
  - ii. carer's leave taken by a Nurse / Midwife Caregiver to provide care or support to a member of the Nurse / Midwife Caregiver's immediate family or household who requires care or support because of an illness or injury of the member or an unexpected emergency affecting the member.
- c. Any unused personal leave accrues each year.
- d. A Nurse / Midwife Caregiver may apply to access sick leave to be paid the difference between the amount received as workers compensation and basic periodic rate of pay for a period of 26 weeks. Accrued sick leave will be reduced by **the same proportion as the difference between the worker's compensation payment and full pay**. Upon the conclusion of 26 week, the Nurse / Midwife Caregiver's **entitlement to workers compensation will be that provided in worker's compensation legislation**.

### 15. UNPAID PERSONAL LEAVE

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Once a Nurse / Midwife Caregiver's entitlement to paid personal leave has been exhausted, Nurse / Midwife Caregivers are entitled to up to two days unpaid carer's leave per occasion in accordance with the NES.

## 16. SUPPORT FOR NURSE / MIDWIFE CAREGIVERS EXPERIENCING DOMESTIC VIOLENCE

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- a. The Employer will exercise compassion, flexibility and confidentiality in considering requests from Nurse / Midwife Caregivers who are seeking support during a situation of family and/or domestic violence.
- b. Nurse / Midwife Caregivers can apply to access their accrued leave, including personal leave, or access unpaid leave as necessary to assist them.
- c. Nurse / Midwife Caregivers will be able to access free independent counselling assistance, and may apply for additional financial assistance through the St John of God Health Care Caregivers Facing Hardship Policy.
- d. Nurse / Midwife Caregivers can also make a request to the Employer for flexible work practices. Flexible work practices may include but are not limited to:
  - i. changes to the Nurse / Midwife Caregiver's span of hours or pattern or hours and/or shift patterns;
  - ii. job redesign or changes to duties;
  - iii. relocation to suitable employment within the organisation;
  - iv. a change to their telephone number or email address to avoid harassing contact;
  - v. any other appropriate measure including those available under existing provisions for family friendly and flexible work arrangements.

## 17. COMPASSIONATE LEAVE

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- a. Nurse / Midwife Caregivers are entitled to compassionate leave for the purposes of spending time with a person who is a member of the Nurse / Midwife Caregiver's immediate family or household and has a personal illness, or injury, that poses a serious threat to their life; or after the death of a member of the Nurse / Midwife Caregiver's immediate family or household.
- b. Full Time or Part Time Nurse / Midwife Caregivers are eligible for up to three day's paid compassionate leave per permissible occasion.
- c. Casual Nurse / Midwife Caregivers are entitled to unpaid compassionate leave of up to 3 days per permissible occasion.
- d. If any additional compassionate leave is required, then Nurse / Midwife Caregivers may apply to utilise any other form of leave as appropriate or apply for leave without pay.

## 18. PARENTAL LEAVE

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- a. Except as hereinafter provided, Nurse / Midwife Caregivers shall be entitled to parental leave in accordance with the provisions of the NES. A summary of the entitlement is provided below.

### Interpretation

- b. In this Clause:

- i. 'adoption', in relation to a child, is a reference to a child who:
  - ii. is, or will be, under 16 as at the day of placement, or the expected day of placement, of the child; and
  - iii. has not, or will not have, lived continuously with the employee for a period of 6 months or more as at the day of placement, or the expected day of placement, of the child; and
  - iv. is not (otherwise than because of the adoption) a child of the employee or the employee's spouse or de facto partner.
- v. 'continuous service' means service under an unbroken contract of employment and includes:
  - vi. any period of parental leave; and
  - vii. any period of authorised leave or absence.
- viii. 'expected date of birth' means the day certified by a medical practitioner to be the day on which the medical practitioner expects the Nurse / Midwife Caregiver or the Nurse / Midwife Caregiver's spouse, as the case may be, to give birth to a child;
- ix. 'parental leave' means leave provided for by subclause (c) of this clause;
- x. 'spouse' includes a de facto partner.

#### Entitlement to Unpaid Parental Leave

c.

- i. Subject to this subclause and to subclauses (e) and (f) hereof, a Nurse / Midwife Caregiver is entitled to take up to 52 consecutive weeks of unpaid leave in respect of -
  - (a) the birth of a child to the Nurse / Midwife Caregiver or the Nurse / Midwife Caregiver's spouse; or
  - (b) the placement of a child with the Nurse / Midwife Caregiver with a view to the adoption of the child by the Nurse / Midwife Caregiver; or
  - (c) the Nurse / Midwife Caregiver has or will have responsibility for the care of the child.
- ii. A Nurse / Midwife Caregiver is not entitled to take parental leave unless they:
  - (a) have, before the expected date of birth or placement, completed at least 12 months' continuous service with the Employer;
  - (b) have given the Employer at least 10 weeks' written notice of their intention to take the leave or 4 weeks in the event of concurrent leave that is to be taken in separate periods and is not the first of those periods. Provided that if it is not practicable



to do so, then as soon as practicable which may be a time after the leave has started; and

(c) has notified the Employer of the dates on which they wish to start and finish the leave.

iii. A Nurse / Midwife Caregiver shall not be in breach of this Clause as a consequence of failure to give the required notice if such failure is occasioned by the confinement or adoption placement occurring earlier than the expected date.

#### Concurrent Leave

iv. A Nurse / Midwife Caregiver is not entitled to take parental leave at the same time as the Nurse / Midwife Caregiver's spouse, except to the extent of concurrent leave of up to eight weeks authorised under the *Fair Work Act 2009*.

v. Concurrent leave may be taken in separate periods and must not be taken in a period of less than 2 weeks unless otherwise agreed by the Employer.

vi. Concurrent leave must not start before the date of birth of the child if the leave is birth-related leave, or the day of placement of the child if the leave is adopted-related leave unless otherwise agreed by the Employer.

vii. The entitlement to parental leave is reduced by any period of parental leave taken by the Nurse / Midwife Caregiver's spouse in relation to the same child.

#### Entitlement to Paid Parental Leave

d. Nurse / Midwife Caregivers shall be entitled to paid parental leave in accordance with this Clause subject to:

i. Meeting the requirements for parental leave as specified in subclause (c) of this clause.

ii. The period of paid parental leave shall coincide with a period of parental leave.

iii. The entitlement to paid parental leave shall be:

(a) 14 week's paid parental leave for the primary carer, which may be taken at half pay over 28 weeks, or

(b) 1 week's paid leave in the case of leave taken by the spouse as concurrent leave.

iv. The rate of pay for parental leave shall be based on the Nurse / Midwife Caregiver's ordinary rate of pay prior to proceeding on leave.

v. The period of paid parental leave is reduced by any period of paid parental leave taken by the Nurse / Midwife Caregiver's spouse in relation to the same child, **except the period of one week's leave referred to in subclause (d)(iii)(b) hereof.**

- vi. Paid parental leave must be taken in accordance with subclause (h), or consecutive with any period of paid parental leave taken by the Nurse / Midwife Caregiver's spouse.
- vii. The amount of paid parental leave provided in this Agreement shall not be reduced in terms of its monetary value by the Commonwealth Government's scheme of publically funded paid parental leave (however titled or styled). For avoidance of doubt, the value of the paid parental leave provided under this Agreement will be in addition to the value of the leave provided by the Commonwealth scheme.

#### Certification

- e.
  - i. A Nurse / Midwife Caregiver who has given notice of his or her intention to take parental leave, other than for adoption, is to provide to the Employer a certificate from a medical practitioner stating that the Nurse / Midwife Caregiver or the Nurse / Midwife Caregiver's spouse, as the case may be, is pregnant and the expected date of birth.
  - ii. A Nurse / Midwife Caregiver who has given notice of his or her intention to take parental leave for adoption, is to provide to the Employer:
    - (a) a statement from an adoption agency or other appropriate body of the presumed date of placement of the child with the Nurse / Midwife Caregiver for adoption purposes; or
    - (b) a statement from the appropriate government authority confirming that the Nurse / Midwife Caregiver is to have custody of the child pending an application for an adoption order.

#### **Notice of spouse's parental leave**

- f.
  - i. A Nurse / Midwife Caregiver who has given notice of his or her intention to take parental leave or who is actually taking parental leave is to notify the Employer of particulars of any period of parental leave taken or to be taken by the Nurse / Midwife Caregiver's spouse in relation to the same child.
  - ii. Any notice given is to be supported by a statutory declaration by the Nurse / Midwife Caregiver as to the particulars notified.

#### Transfer to a safe job

- g.
  - i. Where in the opinion of a duly qualified medical practitioner, illness or risks arising out of the pregnancy or hazards connected with the work assigned to the Nurse / Midwife Caregiver make it inadvisable for the Nurse / Midwife Caregiver to continue in her present position during a stated period (the risk period), the Nurse / Midwife Caregiver shall, if the Employer deems it practicable, be transferred to a safe job with no other change to the Nurse / Midwife Caregiver's terms and conditions of employment, and the Nurse / Midwife Caregiver shall be paid for the safe job at the Nurse / Midwife Caregiver's full rate of pay (for the

position she was in before the transfer) for the hours that she works in the risk period.

- ii. If the transfer to a safe job is not practicable, the Nurse / Midwife Caregiver shall **be entitled to 'no safe job leave' where the Employer shall pay the Nurse / Midwife Caregiver at the Nurse / Midwife Caregiver's base rate of pay for the Nurse / Midwife Caregiver's ordinary hours of work during the risk period, but the Employer may require further medical certificates to be provided in accordance with the provisions of the NES. Provided that 'no safe job leave' will cease when parental leave commences.**

#### When leave must commence

- h.
  - i. A female Nurse / Midwife Caregiver who has given notice of her intention to take parental leave, other than for an adoption, is to start the leave 6 weeks before the expected date of birth unless in respect of any period closer to the expected date of birth a medical practitioner has certified that the Nurse / Midwife Caregiver is fit to work.
  - ii. If the leave is birth-related leave but subclause (h)(i) does not apply, the period of leave must start on the date of birth of the child.
  - iii. If the leave is adoption-related leave, the period of leave must start on the day of placement of the child.
  - iv. Provided that leave may start at any time within 12 months after the date of birth or day of placement of the child if the Nurse / Midwife Caregiver has a spouse who is not an employee and the spouse has a responsibility for the care of the child for the period between the date of birth or day of placement of the child and the start date of the leave.

#### Right to request variation of Period of Parental Leave

- i.
  - i. Provided the aggregate of any leave does not exceed the period to which the Nurse / Midwife Caregiver is entitled under subclause (c) hereof:
    - (a) the period of parental leave may be lengthened once only by the Nurse / Midwife Caregiver giving the Employer written notice of the proposed extension at least 4 weeks before the end date of the original leave period;
    - (b) the period may be further lengthened only by agreement between the Nurse / Midwife Caregiver and the Employer.
  - ii. The period of parental leave may, with the consent of the Employer, be shortened by the Nurse / Midwife Caregiver **giving not less than 14 days'** notice in writing stating the period by which the leave is to be shortened.
  - iii. Notwithstanding provisions in subclause (c), a Nurse / Midwife Caregiver may seek an extension of parental leave from 12 months to 24 months, provided that the total leave of a Nurse / Midwife Caregiver couple shall not exceed 24 months. Such a request shall be in writing and may not be unreasonably refused.

## Cancellation of Parental Leave

j.

- i. Parental leave, other than adoption leave, applied for but not commenced, shall be cancelled when the pregnancy of the Nurse / Midwife Caregiver or the Nurse / Midwife Caregiver's spouse terminates other than by the birth of a living child.
- ii. Where the pregnancy of a Nurse / Midwife Caregiver on maternity leave terminates other than by the birth of a living child, or the placement of child for adoption with a Nurse / Midwife Caregiver does not proceed or continue, the Employer **must give at least 4 weeks' notice to the caregiver to resume work** or where a female Nurse / Midwife Caregiver who has given birth, not earlier than 6 weeks after the date of birth of the child.

## Special Maternity Leave and Sick Leave

k.

- i. A female Nurse / Midwife Caregiver is entitled to a period of unpaid special maternity leave if she is not fit for work during that period because:
  - (a) she has a pregnancy-related illness; or
  - (b) She has been pregnant, and the pregnancy ends within 28 weeks of the expected date of birth of the child otherwise than by the birth of a living child.
- ii. If a Nurse / Midwife Caregiver has an entitlement to paid sick leave she may take that leave instead of taking unpaid special maternity leave under this subclause.
- iii. The above period of leave shall be supported by a certificate from a duly qualified medical practitioner.
- iv. Special Maternity Leave (including paid sick leave accessed in accordance with this subclause) does not reduce the amount of unpaid parental leave available to a Nurse / Midwife Caregiver.
- v. A Nurse / Midwife Caregiver returning to work after the completion of a period of leave taken pursuant to this subclause shall be entitled to the position which she held immediately before proceeding on such leave or, in the case of a Nurse / Midwife Caregiver who was transferred to a safe job pursuant to subclause (g) to the position she held immediately before such transfer.
- vi. Where such position no longer exists but there are other positions available, for which the Nurse / Midwife Caregiver is qualified and the duties of which she is capable of performing, she shall be entitled to a position as nearly comparable in status and salary or wage to that of her former position.

## Special Parental Leave for Adoption Purposes

l.

- i. A Nurse / Midwife Caregiver seeking to adopt a child is entitled to unpaid leave for the purpose of attending any compulsory interviews or examinations as are necessary as part of the adoption procedure. The Nurse / Midwife Caregiver and the Employer should agree on the length of the unpaid leave. Where agreement cannot be reached, the Nurse / Midwife Caregiver is entitled to take up to two days unpaid leave. Where paid leave is available to the Nurse / Midwife Caregiver, the Employer may require the Nurse / Midwife Caregiver to take such leave instead.

#### Parental Leave and Other Leave Entitlements

m.

- i. A Nurse / Midwife Caregiver may take any annual leave, long service leave, accrued time off or time off in lieu to which he or she is then entitled, in lieu of or in conjunction with parental leave, provided that it does not extend the period to which the Nurse / Midwife Caregiver is entitled under subclause (c) hereof.
- ii. Paid authorised absences other than those referred to in subclause (m)(i) above shall not be available to a Nurse / Midwife Caregiver during his or her absence on parental leave.

#### Return to work after parental leave

n.

- i. A Nurse / Midwife Caregiver shall confirm his or her intention of returning to work by notice in writing to the Employer given not less than four weeks prior to the expiration of the period of parental leave.
- ii. On finishing parental leave, a Nurse / Midwife Caregiver is entitled to the position he or she held immediately before starting parental leave.
- iii. If the position referred to in subclause (n)(ii) is not available, the Nurse / Midwife Caregiver is entitled to an available position:
  - (a) for which the Nurse / Midwife Caregiver is qualified; and
  - (b) that the Nurse / Midwife Caregiver is capable of performing, most comparable in status and pay to that of his or her former position.
- iv. Where, immediately before starting parental leave, a Nurse / Midwife Caregiver was acting in, or performing on a temporary basis the duties of, the position referred to in subclause (n)(ii), that subsection applies only in respect of the position held by the Nurse / Midwife Caregiver immediately before taking the acting or temporary position.
- v. Notwithstanding the provisions of this clause, a Nurse / Midwife Caregiver may request to return to work on a part time basis (or reduced part time basis in the case of an existing part time Nurse / Midwife Caregiver) where the Nurse / Midwife Caregiver is the parent, or has responsibility for the care of the child who is of school age or younger to enable the Nurse / Midwife Caregiver to care for the child. Such a request may not be unreasonably refused.

#### Effect of Parental Leave on Employment

o. Absence on parental leave:

- i. does not break the continuity of service of a Nurse / Midwife Caregiver; and
- ii. is not to be taken into account when calculating the period of service for a purpose of this Agreement or a relevant contract of employment.

Termination of Employment

p.

- i. A Nurse / Midwife Caregiver on parental leave may terminate his or her employment at any time during the period of leave by notice given in accordance with this Agreement.
- ii. The Employer shall not terminate the employment of a Nurse / Midwife Caregiver on the grounds of pregnancy or absence on parental leave, but otherwise the rights of the Employer in relation to termination of employment are not hereby affected.

Replacements

q.

- i. A replacement is a person specifically engaged as a result of a Nurse / Midwife Caregiver proceeding on parental leave.
- ii. The Employer shall, before engaging a replacement under this subclause, inform that person of the temporary nature of the employment and of the rights of the Nurse / Midwife Caregiver who is being replaced.
- iii. The Employer shall, before engaging a person to replace a Nurse / Midwife Caregiver temporarily promoted or transferred in order to replace a Nurse / Midwife Caregiver exercising his or her rights under this clause, inform that person of the temporary nature of the promotion or transfer and of the rights of the Nurse / Midwife Caregiver who is being replaced.
- iv. Provided that nothing in this subclause shall be construed as requiring the Employer to engage a replacement.

Casual Employment

- r. A Nurse / Midwife Caregiver may elect to cease parental and adoption leave, subject to any mandatory period of absence, in order to return to employment with the Employer as a casual Nurse / Midwife Caregiver for the duration of the period of absence that would otherwise have applied.
- s. Provided that it is the Nurse / Midwife Caregiver's responsibility to determine if working as a casual Nurse / Midwife Caregiver during this period may affect other parental leave statutory entitlements.

Keeping in Touch Days

- t. A Nurse / Midwife Caregiver may access, subject to agreement by the Employer, up to 10 keeping in touch days during the period of parental leave in accordance with the provisions of section 79A of the *Fair Work Act 2009* (as amended).

Nurse / Midwife Caregiver Leave for Pre-Natal or Parenting Classes

- u. If a Nurse / Midwife Caregiver is required to attend pre-natal appointments or parenting classes and such appointments or classes are only available or can only be attended during the ordinary rostered shift of a Nurse / Midwife Caregiver, then on production of satisfactory evidence of attendance, the Nurse / Midwife Caregiver may access personal leave. The Nurse / Midwife Caregiver must give the Employer prior notice of the Nurse / Midwife Caregiver's intention to take such leave.

19. LONG SERVICE LEAVE

---

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

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

- d. If a Nurse / Midwife Caregiver has completed seven but less than 10 years of continuous service, the Nurse / Midwife Caregiver is entitled to a proportionate amount of long service leave on the basis of 4.333 weeks for each five years of service.
- e. When a Nurse / Midwife Caregiver takes a period of long service leave, the Employer will pay the Nurse / Midwife Caregiver their basic periodic rate of pay in respect of the period of leave.
- f. Nurse / Midwife Caregivers are required to give the Employer **four weeks' written** notice of their intention to take their long service leave entitlement.
- g. Direction to Take Long Service Leave
  - i. The Employer will consult with the Nurse / Midwife Caregiver regarding the taking of long service leave after the Nurse / Midwife Caregiver reaches their entitlement to access, which is at 7 years of continuous service.
  - ii. If the Nurse / Midwife Caregiver reaches 10 years of continuous service and a mutually agreeable time to take long service leave has not been determined, the Employer may direct the Nurse / Midwife Caregiver to take long service leave.

- iii. The Employer can only direct up to a maximum of 4 weeks of a Nurse / Midwife Caregiver's balance in any 12 months period, inclusive of up to five, non-consecutive single day absences.
  - iv. The direction must be in writing and the Employer must give the following notice;
    - (a) for single day absences, no less than 48 hours' notice is provided;
    - (b) for any other period, no less than 4 weeks' notice is provided.
  - v. The direction cannot otherwise be inconsistent with any leave arrangements already in place, such as leave already agreed to;
  - vi. After a direction is given, the Nurse / Midwife Caregiver can still request a period of long service leave as if the direction had not been made. If this happens, the Employer cannot unreasonably refuse this request.
  - vii. The direction will be automatically deemed withdrawn where a separate period of long service leave is agreed after a direction is made.
- h. A Nurse / Midwife Caregiver with an entitlement to long service leave may elect to access their entitlement on double pay. Where a Nurse / Midwife Caregiver does elect to take long service leave at double pay, then for the period so elected, twice the number of weeks in that period will be deducted from the long service leave entitlement.
  - i. When a Nurse / Midwife Caregiver elects to access their long service leave on double pay, all other leave entitlements will accrue at the Nurse / Midwife Caregiver's ordinary rate during that period.
  - j. If a Nurse / Midwife Caregiver's employment is terminated and the Nurse / Midwife Caregiver has completed five or more years continuous service with the Employer, the Nurse / Midwife Caregiver will be entitled to be paid a proportionate amount of their Long Service Leave entitlement.
  - k. Nurse / Midwife Caregivers who have accrued long service leave prior to this Agreement will retain that accrued long service leave entitlement.
  - l. Casual Nurse / Midwife Caregivers are entitled to access these provisions in accordance with the *Long Service Leave Act 1955 NSW* (as amended).

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

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- a. The Employer may offer Permanent Nurse / Midwife Caregivers the opportunity to "purchase" up to an additional two weeks of leave each year. Purchased leave enables a Nurse / Midwife Caregiver to access additional leave in a given year in exchange for a proportional reduction in their salary over 12 months and is treated as leave without pay.
- b. A Nurse / Midwife Caregiver wishing to purchase leave must complete an application for purchased leave and indicate whether the leave purchased will be one or two weeks. Under such an agreement the Nurse / Midwife Caregiver's salary will be reduced at the rate of 1.9165% for each week of leave purchased.



- c. All purchased leave is to be used within 12 months from the date of accrual. Any leave not used within this period will be re-credited and paid to the Nurse / Midwife Caregiver.
- d. Superannuation entitlements will be calculated on the pre-reduction salary and leave loading does not apply to purchased leave.
- e. Any overpayment of purchased leave may be withheld as a salary adjustment under clause H6 of this Agreement.
- f. Purchased leave is subject to annual review and may be discontinued by the Employer at any time.

#### I11. LEAVE WITHOUT PAY

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

#### I12. COMMUNITY SERVICES LEAVE

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

#### I13. PAID EMERGENCY VOLUNTEER LEAVE

- a. Where a Nurse / Midwife Caregiver is a volunteer of a recognised emergency management body, including State Emergency Services and the Rural Fire Service, and is called upon as an emergency volunteer where a declared emergency or natural disaster occurs, the Nurse / Midwife Caregiver is entitled to up to three days paid leave in any period of twelve months.
- b. A Nurse / Midwife Caregiver is required to provide notice of the absence as soon as practicable and provide evidence of attendance from the emergency organisation
- c. Leave in excess of three days as above will be determined in accordance with the entitlements in the NES.
- d. Nurse / Midwife Caregivers may utilise any other forms of leave as appropriate or apply for leave without pay

#### I14. CEREMONIAL LEAVE

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

#### I15. LEAVE FOR DEFENCE FORCE RESERVE SERVICE

- a. The Employer supports Nurse / Midwife Caregivers who are members of the Australian Defence Force (ADF) Reserves and will grant leave without pay for up to ten working days in each calendar year. Such leave will not break continuity of service.

- b. The Nurse / Midwife Caregiver will notify the Employer at the earliest practicable opportunity, with written ADF notification of the training or activity together with an application for leave.

## J. STAFFING AND DEVELOPMENT

### J1. TRAINING

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

### J2. PROFESSIONAL DEVELOPMENT AND STUDY LEAVE

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

## K. TERMINATION OF EMPLOYMENT

### K1. RESIGNATION

---

Nurse / Midwife Caregivers may resign from their employment by giving the following notice:

Nurse / Midwife Caregiver	Notice
Casual Nurse / Midwife Caregiver	To the end of the current shift
All other Nurse / Midwife Caregivers	Two weeks

### K1. TERMINATION ON NOTICE

---

- a. The Employer may terminate the Nurse / Midwife Caregiver's employment by giving the following written notice or payment in lieu, of such notice:

<b>Nurse / Midwife Caregiver's</b> period of continuous service	Notice
Not more than 1 year	At least one week
More than 1 year but not more than 3 years	At least two weeks
More than 3 years but not more than 5 years	At least three weeks
More than 5 years	At least four weeks

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

- b. The Employer may terminate the employment of a Casual Nurse / Midwife Caregiver by giving notice to the end of the current shift worked.
- c. The Employer may terminate the employment of a Nurse / Midwife Caregiver during the probationary period by giving one week's written notice, or payment in lieu, of such notice.

### K3. SUMMARY TERMINATION (WITHOUT NOTICE)

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The Employer may, without notice, summarily dismiss a Nurse / Midwife Caregiver at any time for serious misconduct or wilful disobedience. Payment is up to the time of dismissal only.

### K4. ABANDONMENT OF EMPLOYMENT

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- a. Where a Nurse / Midwife Caregiver is absent from work, the onus is on the Nurse / Midwife Caregiver to notify the Employer as soon as possible on the day of absence.

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

K5. REDUNDANCY

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- a. Redundancy occurs where the Employer has made a definite decision that the Employer no longer wishes the job the Nurse / Midwife Caregiver has been doing to be done by anyone and this is not due to the ordinary and customary turnover of labour
- b. Upon termination of the Nurse / Midwife Caregiver's employment due to redundancy, the Employer will pay the Nurse / Midwife Caregiver the following severance payment:
- i. Where the Nurse / Midwife Caregiver is under 45 years of age:

Minimum years of service	Severance pay
Less than 1 year	Nil
1 year and less than 2 years	4 weeks pay
2 years and less than 3 years	7 weeks pay
3 years and less than 4 years	10 weeks pay
4 years and less than 5 years	12 weeks pay
5 years and less than 6 years	14 weeks pay
6 years and over	16 weeks pay

- ii. Where the Nurse / Midwife Caregiver is 45 years of age or over:

Minimum years of service	Severance pay
Less than 1 year	Nil
1 year and less than 2 years	5 weeks pay
2 years and less than 3 years	8.75 weeks pay
3 years and less than 4 years	12.5 weeks pay
4 years and less than 5 years	15 weeks pay
5 years and less than 6 years	17.5 weeks pay
6 years and over	20 weeks pay

- c. The Nurse / Midwife Caregiver is not entitled to notice or severance pay where:
- i. the Nurse / Midwife Caregiver's position is redundant and the Nurse / Midwife Caregiver is offered employment in another position comparable in status and remuneration to their position; or
  - ii. part or all of the Employer's business is transmitted by way of sale, assignment or succession and the Nurse / Midwife Caregiver is offered employment with the purchaser, assignee or successor of the business (or part) on terms that overall are no less favourable than provided for in this Agreement.
- d. For the purposes of this clause "continuous service" means a Nurse / Midwife Caregiver's service with the Employer during the whole of the period, including a period of authorised paid leave. Periods of leave without pay, including parental leave without pay, do not break the continuity of service of a Nurse / Midwife Caregiver but are not to be taken into account.
- e. For the purpose of this clause, a "weeks pay" means the greater of :
- i. The Nurse / Midwife Caregiver's basic periodic rate of pay (excluding overtime) plus the shift and weekend allowances , or
  - ii. The Nurse / Midwife Caregiver's average actual weekly earnings over
  - iii. the twelve months preceding the date of termination.

## Schedule One – Minimum Hourly Pay Rates – Nursing and Midwifery Caregivers

Classification	Current Rate	Hourly rate of pay from the first full pay period on or after 1 July 2017	Hourly rate of pay from the first full pay period on or after 1 December 2017	Hourly rate of pay from the first full pay period on or after 1 July 2018	Hourly rate of pay from the first full pay period on or after 1 December 2018
		3.00%	0.50%	3.00%	0.50%
Assistant in Nursing, Assistant in Midwifery					
1st year of experience	21.1268	21.7606	21.8694	22.5255	22.6381
2nd year of experience	21.8033	22.4574	22.5697	23.2468	23.3630
3rd year of experience	22.4869	23.1615	23.2773	23.9756	24.0955
Thereafter	23.1902	23.8859	24.0053	24.7255	24.8491
Enrolled Nurse without medication qualification					
1st year of experience	25.9304	26.7083	26.8419	27.6471	27.7853
2nd year of experience	26.4998	27.2948	27.4313	28.2542	28.3955
3rd year of experience	27.0725	27.8847	28.0241	28.8648	29.0091
4th year of experience	27.6486	28.4781	28.6204	29.4791	29.6265
Thereafter	28.2215	29.0681	29.2135	30.0899	30.2403
Enrolled Nurse					
1st year of experience	26.4495	27.2430	27.3792	28.2006	28.3416
2nd year of experience	27.0322	27.8432	27.9824	28.8219	28.9660
3rd year of experience	27.6119	28.4403	28.5825	29.4399	29.5871
4th year of experience	28.2015	29.0475	29.1928	30.0686	30.2189
Thereafter	28.7876	29.6512	29.7995	30.6935	30.8469
Enrolled Nurse Special Grade	29.6745	30.5647	30.7176	31.6391	31.7973

Nurse Undergoing pre-registration training	25.3507	26.1112	26.2418	27.0290	27.1642
Registered Nurse/Midwife					
1st year of experience	29.4039	30.2860	30.4374	31.3506	31.5073
2nd year of experience	31.0018	31.9319	32.0915	33.0543	33.2195
3rd year of experience	32.6031	33.5812	33.7491	34.7616	34.9354
4th year of experience	34.3145	35.3439	35.5207	36.5863	36.7692
5th year of experience	36.0163	37.0968	37.2823	38.4007	38.5927
6th year of experience	37.7212	38.8528	39.0471	40.2185	40.4196
7th year of experience	39.6575	40.8472	41.0515	42.2830	42.4944
8th year of experience	41.2922	42.5310	42.7436	44.0259	44.2461
Clinical Nurse/Midwifery Specialist					
Level I	42.9737	44.2629	44.4842	45.8188	46.0478
Level II	47.2709	48.6890	48.9325	50.4004	50.6524
Clinical Nurse/Midwifery Educator					
Year 1	42.9737	44.2629	44.4842	45.8188	46.0478
Year 2 (from 1.07.2014)	44.3703	45.7014	45.9299	47.3078	47.5444
Nurse/Midwifery Educator					
1st year	47.6699	49.1000	49.3455	50.8259	51.0800
2nd year	49.0133	50.4837	50.7361	52.2582	52.5195
3rd year	50.2157	51.7222	51.9808	53.5402	53.8079
4th year	52.8353	54.4204	54.6925	56.3332	56.6149



Clinical Nurse / Midwifery Consultant					
Year 1	52.8353	54.4204	54.6925	56.3332	56.6149
Year 2	54.2714	55.8995	56.1790	57.8644	58.1537
Nursing/Midwifery Unit Manager					
Level I	51.7969	53.3508	53.6176	55.2261	55.5022
level II	54.2557	55.8834	56.1628	57.8477	58.1369
Level III	55.7094	57.3807	57.6676	59.3976	59.6946
Senior Nurse/Midwifery Educator					
1st year	54.1148	55.7382	56.0169	57.6974	57.9859
2nd year	55.2267	56.8835	57.1679	58.8830	59.1774
3rd year	57.0761	58.7884	59.0823	60.8548	61.1591
Assistant Director of Nursing - More than 99 beds	55.7094	57.3807	57.6676	59.3976	59.6946
Deputy Director of Nursing					
Less than 100 beds	54.2557	55.8834	56.1628	57.8477	58.1369
100 beds, less than 200 beds	55.7294	57.4013	57.6883	59.4189	59.7160
200 beds, less than 250 beds	57.0761	58.7884	59.0823	60.8548	61.1591
250 beds, less than 350 beds	59.2099	60.9862	61.2911	63.1299	63.4455
350 beds, less than 450 beds	61.3268	63.1666	63.4824	65.3869	65.7138
450 beds, less than 750 beds	63.5913	65.4990	65.8265	67.8013	68.1403
750 beds and over	66.0668	68.0488	68.3890	70.4407	70.7929

## Schedule Two – Allowances and Other Rates – Nursing and Midwifery Caregivers

Item	Clause	Category	Per	Current rate	FFPP after 1 July 2017	FFPP after 1 July 2018
					2.50%	2.50%
1	F6.c	Meal Allowance Breakfast	Meal	4.26	4.37	4.48
2	F6.c	Meal Allowance Other Meals	Meal	7.77	7.96	8.16
3	F6.c	Meal Allowance on Overtime	Meal	20.96	21.48	22.02
4	G2.b	In Charge-of hospital	Shift	27.3	27.98	28.68
5	G2.a	In Charge-ward/unit in absence of NUM	Shift	27.3	27.98	28.68
6	G2.c	In Charge-ward/unit & hospital	Shift	55.53	56.92	58.34
7	G3	Vehicle/Travelling allowance	km	0.78	TBA	TBA
8	G4.c	Uniform Allowance	Week	7.39	7.57	7.76
9	G4.c	Shoes	Week	2.28	2.34	2.40
10	G4.c	Stockings	Week	3.82	3.92	4.01
11	G4.c	Cardigan or Jacket	Week	2.24	2.30	2.35
12	G4.c	Socks	Week	0.76	0.78	0.80
13	G4.d	Laundry	Week	6.14	6.29	6.45
14	G5.d	On Call Allowance	Day	24.54	25.15	25.78
15	G5.d	On Call Allowance	Hour	3.07	3.15	3.23
16	G5.c	On Call Allowance on RDO	Day	48.46	49.67	50.91
17	G5.c	On Call Allowance on RDO	Hour	6.06	6.21	6.37
18	G5.e	On Call during meal break	Shift	13.63	13.97	14.32
19	G6.a	CEA-RN Post grad cert (not hospital cert)	Week	24.7	25.32	25.95
20	G6.a	CEA-RN post grad dip or degree (not nursing undergrad)	Week	30.89	31.66	32.45
21	G6.a	CEA-RN masters or doctorate	Week	30.89	31.66	32.45

22	G6.a	CEA-EN Cert 1V	Week	18.54	19.00	19.48
23	G8	Lead Apron Allowance	Hour	1.93	1.98	2.03
24	G2.d	Emergency Department Team Leader Allowance	Shift	27.3	27.98	28.68

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



EXECUTED by ST JOHN OF GOD HEALTH  
CARE HAWKESBURY DISTRICT HEALTH  
SERVICE by being signed by those persons  
who are authorised to sign on its behalf:

Hicks  
.....  
Witness

SONIA HICKS  
.....  
Name of Witness

10/454 SCARBOROUGH BEACH RD.  
.....  
Address of Witness OSBORNE PARK  
WA 6017

DATED  
28/7/2017

)  
) Juengling  
)  
...

BENJAMIN JUENGLING  
.....  
Name of Authorised Officer

SENIOR IR OFFICER / ADVISOR  
.....  
Position of Authorised Officer

10/454 SCARBOROUGH BEACH ROAD,  
.....  
Address of Authorised Officer OSBORNE PARK  
WA 6017  
28 / 7 / 2017

*Brett Holmes*

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

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

*Margaret Potts*

.....  
WITNESS

Margaret Mary Potts  
50 O'Dea Ave, Waterloo

*Coral Levett*

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

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

*Margaret Potts*

.....  
WITNESS

Margaret Mary Potts  
50 O'Dea Ave, Waterloo

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

## **Schedule 2.2—Model flexibility term**

(regulation 2.08)

### **Model flexibility term**

- (1) An employer and employee covered by this enterprise agreement may agree to make an individual flexibility arrangement to vary the effect of terms of the agreement if:
  - (a) the agreement deals with 1 or more of the following matters:
    - (i) arrangements about when work is performed;
    - (ii) overtime rates;
    - (iii) penalty rates;
    - (iv) allowances;
    - (v) leave loading; and
  - (b) the arrangement meets the genuine needs of the employer and employee in relation to 1 or more of the matters mentioned in paragraph (a); and
  - (c) the arrangement is genuinely agreed to by the employer and employee.
- (2) The employer must ensure that the terms of the individual flexibility arrangement:
  - (a) are about permitted matters under section 172 of the *Fair Work Act 2009*; and
  - (b) are not unlawful terms under section 194 of the *Fair Work Act 2009*; and
  - (c) result in the employee being better off overall than the employee would be if no arrangement was made.
- (3) The employer must ensure that the individual flexibility arrangement:
  - (a) is in writing; and
  - (b) includes the name of the employer and employee; and
  - (c) is signed by the employer and employee and if the employee is under 18 years of age, signed by a parent or guardian of the employee; and
  - (d) includes details of:

- (i) the terms of the enterprise agreement that will be varied by the arrangement; and
  - (ii) how the arrangement will vary the effect of the terms; and
  - (iii) how the employee will be better off overall in relation to the terms and conditions of his or her employment as a result of the arrangement; and
- (e) states the day on which the arrangement commences.
- (4) The employer must give the employee a copy of the individual flexibility arrangement within 14 days after it is agreed to.
- (5) The employer or employee may terminate the individual flexibility arrangement:
  - (a) by giving no more than 28 days written notice to the other party to the arrangement; or
  - (b) if the employer and employee agree in writing—at any time.