



## DECISION

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

**Bathurst Private Hospital Pty Ltd T/A Bathurst Private Hospital**  
(AG2018/1916)

### **BATHURST PRIVATE HOSPITAL AND NSWNMA/ANMF ENTERPRISE AGREEMENT 2017 - 2020**

Health and welfare services

COMMISSIONER MCKINNON

MELBOURNE, 12 SEPTEMBER 2018

*Application for approval of the Bathurst Private Hospital and NSWNMA/ANMF Enterprise Agreement 2017 - 2020.*

[1] An application has been made for approval of an enterprise agreement known as the *Bathurst Private Hospital and NSWNMA/ANMF Enterprise Agreement 2017 - 2020* (the Agreement). The application was made pursuant to s.185 of the *Fair Work Act 2009* (the Act). It has been made by Bathurst Private Hospital Pty Ltd T/A Bathurst Private Hospital. The Agreement is a single enterprise agreement.

[2] Written undertakings have been given in accordance with s.190. A copy of the undertakings is attached in Annexure A. I am satisfied that the undertakings will not cause financial detriment to any employee covered by the Agreement and that the undertakings will not result in substantial changes to the Agreement.

[3] Subject to the undertakings referred to above, I am satisfied that each of the requirements of ss.186, 187, 188 and 190 as are relevant to this application for approval have been met.

[4] The Australian Nursing and Midwifery Federation (ANMF) being a bargaining representative for the Agreement, has given notice under s.183 of the Act that it wants the Agreement to cover it. In accordance with s.201(2) I note that the Agreement covers the organisation.

[5] The Agreement is approved and, in accordance with s.54 of the Act, will operate from 19 September 2018. The nominal expiry date of the Agreement is 1 September 2020.



COMMISSIONER

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Annexure A



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Wednesday 29<sup>th</sup> August 2018

Assistant to Commissioner McKinnon  
Fair Work Commission

**Applicant:** Bathurst Private Hospital Pty Ltd

Section 185- Application for approval of a single enterprise agreement

**Undertaking section 190**

**Re: Agreement no 2018/1916 Bathurst Private Hospital and  
NSWNMA/ANMF Enterprise Agreement 2017-2020**

I Jonathan Edelstein, Director, give the following undertaking with respect to the Bathurst Private Hospital and NSWNMA /ANMF Enterprise Agreement 2017-2020.

I undertake that pursuant to clause 26 of this Agreement, the higher duties allowance will be paid to any employee covered by this Agreement when they relieve in a higher classification for three (3) days or more.

A copy of this undertaking will be affixed to all copies of the Agreement distributed by the employer

This undertaking is provided on the basis of queries raised by the Commission in the application before the Commission.

Yours faithfully

A handwritten signature in black ink, appearing to read "Jonathan Edelstein".

Jonathan Edelstein  
Director

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



**BATHURST PRIVATE HOSPITAL**

**AND**

**NSWNMA/ANMF**

**ENTERPRISE AGREEMENT**

**2017 – 2020**



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## 1. Title and Intentions

This Agreement will be known as and referred to as the Bathurst Private Hospital and NSWNMA/ANMF Enterprise Agreement 2017 – 2020 (“the Agreement”).

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

## 2. Coverage

This Agreement shall cover the following parties:

- 2.1. Bathurst Private Hospital Pty Ltd (A.B.N 37 145 339 420) of Gorman’s Hill Road, Bathurst NSW 2795 (“the Employer”);
- 2.2. The Australian Nursing and Midwifery Federation New South Wales Branch (ANMF) A.B.N 63 398 164 405 (“the Association”) of 50 O’Dea Ave, Waterloo NSW 2017; and
- 2.3. All nursing employees of the employer performing work within the classifications contained in this agreement in classifications listed in Table 1 – Salaries.

## 3. Duration

This Agreement will commence seven days after it is approved by the Fair Work Commission and shall remain in force until its nominal expiry date of 1<sup>st</sup> September 2020

The parties will commence negotiations on a successor for this Agreement at least three months before its termination date.

## 4. Definitions

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

“**Act**” shall mean the *Fair Work Act 2009*.

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

“**Board**” means the Australian Health Practitioner Regulation Agency.

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

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

**"Day Worker"** means a worker who works their ordinary hours from Monday to Friday inclusive and who works between 6am and 6pm otherwise than as part of the shift system.

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

**"Enrolled Nurse "** ( previously referred to as an "enrolled Nurse – Medication Endorsement " ) means a nurse enrolled with the Board who is authorised to administer medications.

**"Enrolled nurse without medication qualification"** (previously referred to as an Enrolled Nurse) means a nurse enrolled with the Board who has the following notation on their licence "Does not hold Board approved qualification in administration of medications" attached to their enrolment.

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

For the purpose of determining the year of experience for part time or casual employment, a year of experience shall be 1786 hours of employment.

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

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

**"NES"** means the National Employment Standards as amended from time to time.

**"NSWNMA"** means the NSW Nurses and Midwives' Association/ Australian Nursing and Midwifery Federation New South Wales Branch (ANMF)

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

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

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

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



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

**"Clinical Co Ordinator"** means a registered nurse in charge of a ward or unit or group of wards or units in a hospital shall include:

(a) **"Clinical Co Ordinator" Level 2** whose responsibilities include:

(1) Co-ordination of Patient Services

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

(2) Unit Management

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

(3) Nursing Staff Management

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

**"Ordinary pay"** of an employee, unless otherwise specified in a particular clause, includes in addition to the basic periodic rate of pay and any applicable over-agreement payments for ordinary hours of work. It does not include shift or weekend penalties, overtime and allowances that do not form part of the employee's regular ordinary pay.

**"Registered Nurse"** means a person registered by the Board as a Registered Nurse.

**"Senior Nurse Educator"** means 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.

A Senior Nurse Educator shall be responsible for one or more Nurse Educators in the planning, co-ordination, delivery, and evaluation of educational programmes such as post registration certificate courses, continuing nurse 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 shall be on completion of 12 months' satisfactory service.

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

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

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

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

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

Certificate in Operating Theatre Management – NSW College of Nursing, Australia

Certificate in Operating Theatre Technique – NSW College of Nursing, Australia

Certificate in Coronary Care – NSW College of Nursing, Australia

Certificate in Orthopaedic Nursing – NSW College of Nursing, Australia

Certificate in Ward Management - NSW College of Nursing

Midwife Tutor Diploma – College of Nursing Australia or Central Midwives Board London

Occupational Health Nursing Certificate – NSW College of Nursing

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

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

For the purpose of determining the year of service for part time or casual employment a year of service shall be 1786 hours of employment. Only paid leave shall be counted as service.

**"Shift Worker"** means a worker who is not a day worker as defined and is regularly rostered over 7 days per week and works on weekends

**"Specified Responsibilities" for in charge;** means a registered nurse who accepts and takes on a clearly specified level of responsibility which includes, but is not limited to:

Making important clinical decisions, manages and/or replaces staff, deals with rostering issues, manages security and / or maintenance issues

“**NES**” means the National Employment Standard as determined by the *Fair Work Act 2009*.

“**Union**” means the NSW Nurses and Midwives’ Association/ Australian Nursing and Midwifery Federation New South Wales Branch.

## **5. National Employment Standards (NES)**

- 5.1. It is the intention of this Agreement that the NES, as it may be varied from time to time, shall apply to the employees the subject of this Agreement. Any provisions of the NES that are also referred to or set out in this Agreement are for the ease of the parties.
- 5.2. Where the NES provides, or is varied to provide, a condition or entitlement more favourable to the employee in a particular respect than that set out in this Agreement, the better entitlement will apply.
- 5.3. The minimum guarantees provided by the NES will override less favourable provisions in this Agreement.
- 5.4. Where this Agreement provides a condition or entitlement more favourable to the employee than that provided by the NES the better entitlement will apply.

## **6. Access to Copies of the Agreement and the NES**

Where practicable, a copy of this Agreement and the National Employment Standards will be made readily accessible to staff at each workplace covered by the Agreement. In all cases a copy of both documents will be available for inspection through the person responsible for personnel matters at the workplace.

## **7. Consultation Regarding Major Workplace Change**

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

### **Major change**

- 7.2. For a major change referred to in paragraph 7.1(a):
  - (a) the employer must notify the relevant employees of the decision to introduce the major change; and
  - (b) subclauses 7.3 to 7.9 apply.
- 7.3. The relevant employees may appoint a representative for the purposes of the procedures in this term.
- 7.4. If:

- (a) a relevant employee appoints, or relevant employees appoint, a representative for the purposes of consultation; and
- (b) the employee or employees advise the employer of the identity of the representative; the employer must recognise the representative.

7.5. As soon as practicable after making its decision, the employer must:

- (a) discuss with the relevant employees:
  - i. the introduction of the change; and
  - ii. the effect the change is likely to have on the employees; and
  - iii. measures the employer is taking to avert or mitigate the adverse effect of the change on the employees; and
- (b) for the purposes of the discussion—provide, in writing, to the relevant employees:
  - i. all relevant information about the change including the nature of the change proposed; and
  - ii. information about the expected effects of the change on the employees; and
  - iii. any other matters likely to affect the employees.

7.6. However, the employer is not required to disclose confidential or commercially sensitive information to the relevant employees.

7.7. The employer must give prompt and genuine consideration to matters raised about the major change by the relevant employees.

7.8. If a term in this agreement provides for a major change to production, program, organisation, structure or technology in relation to the enterprise of the employer, the requirements set out in subclause 7.2(a) and subclauses 7.3 and 7.5 are taken not to apply.

7.9. In this term, a major change is likely to have a significant effect on employees if it results in:

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

#### **Change to regular roster or ordinary hours of work**

7.10. For a change referred to in subclause 7.1(a):

- (a) the employer must notify the relevant employees of the proposed change; and
- (b) subclauses 7.11 to 7.15 apply.

7.11. The relevant employees may appoint a representative for the purposes of the procedures in this term.

- 7.12. If:
- (a) a relevant employee appoints, or relevant employees appoint, a representative for the purposes of consultation; and
  - (b) the employee or employees advise the employer of the identity of the representative; the employer must recognise the representative.
- 7.13. As soon as practicable after proposing to introduce the change, the employer must:
- (a) discuss with the relevant employees the introduction of the change; and
  - (b) for the purposes of the discussion—provide to the relevant employees:
    - i. all relevant information about the change, including the nature of the change; and
    - ii. information about what the employer reasonably believes will be the effects of the change on the employees; and
    - iii. information about any other matters that the employer reasonably believes are likely to affect the employees; and
  - (c) invite the relevant employees to give their views about the impact of the change (including any impact in relation to their family or caring responsibilities).
- 7.14. However, the employer is not required to disclose confidential or commercially sensitive information to the relevant employees.
- 7.15. The employer must give prompt and genuine consideration to matters raised about the change by the relevant employees.
- 7.16. In this term: relevant employees means the employees who may be affected by a change referred to in subclause 7.1.

## **8. Agreement Flexibility**

- 8.1. Notwithstanding any other provision of this agreement, an employer and an individual employee may agree to vary the application of certain terms of this agreement to meet the genuine individual needs of the employer and the individual employee. The terms the employer and the individual employee may agree to vary are those concerning:
- (d) arrangements for when work is performed;
  - (e) overtime rates;
  - (f) penalty rates;
  - (g) allowances and
  - (h) leave loading.
- 8.2. The employer and the individual employee must have genuinely made the agreement without coercion or duress.
- 8.3. The Agreement between the employer and the individual employee must:
- (a) be confined to a variation in the application of one or more of the terms listed in subclause 8.1; and
  - (b) result in the employee being better off overall than the employee would have been if no individual flexibility agreement had been agreed to.

- (c) ensure that the terms in the agreement are about permitted matters under section 172 of the Fair Work Act 2009; and
  - (d) and those terms in the agreement are not unlawful terms under section 194 of the Fair Work Act 2009.
- 8.4. The Agreement between the employer and the individual employee must also:
- (a) be in writing, name the parties to the agreement and be signed by the employer and the individual employee and, if the employee is under 18 years of age, the employee's parent or guardian;
  - (b) state each term of this agreement that the employer and the individual employee have agreed to vary;
  - (c) detail how the application of each term has been varied by agreement between the employer and the individual employee;
  - (d) detail how the agreement results in the individual employee being better off overall in relation to the individual employee's terms and conditions of employment; and
  - (e) state the date the agreement commences to operate.
- 8.5. The employer must give the individual employee a copy of the agreement within 14 days after it is agreed to, and keep the agreement as a time and wages record.
- 8.6. Except as provided in clause 8.4(a) the agreement must not require the approval or consent of a person other than the employer and the individual employee.
- 8.7. An employer seeking to enter into an agreement must provide a written proposal to the employee. Where the employee's understanding of written English is limited the employer must take measures, including translation into an appropriate language, to ensure the employee understands the proposal.
- 8.8. The agreement may be terminated:
- (a) by the employer or the individual employee giving four weeks' notice of termination, in writing, to the other party and the agreement ceasing to operate at the end of the notice period; or
  - (b) at any time, by written agreement between the employer and the individual employee.
- 8.9. The right to make an agreement pursuant to this clause is in addition to, and is not intended to otherwise affect, any provision for an agreement between an employer and an individual employee contained in any other term of this agreement.

## **9. Resolution of Disputes**

- 9.1. In the event of a dispute about any matter, except the actual termination of employment, in the first instance the parties must attempt to resolve the matter at the workplace by discussions between the employee or employees concerned and the relevant supervisor. If such discussions do not resolve the dispute, the parties will endeavour to resolve the dispute in a timely manner by discussions between the employee or employees concerned and more senior levels of management as appropriate.
- 9.2. The parties agree that disputes in relation to requests for reasonable working arrangements and extending a period of unpaid parental leave may be dealt with under the terms of this clause.

- 9.3. An employer or employee may appoint another person or the Union to accompany and/or represent them for the purposes of this clause.
- 9.4. If a dispute is unable to be resolved at the workplace, and all appropriate steps under clause 9.1 have been taken, a party to the dispute may refer the dispute to the Fair Work Commission. This is not intended to prevent a party referring the dispute to another statutory tribunal if that is more appropriate.
- 9.5. 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.
- 9.6. 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 arbitration.
- 9.7. The Fair Work Commission shall be provided access to the workplace to inspect or view any work, material, machinery, appliance, article, document or other thing or interview any employee who is usually engaged in work at the workplace.
- 9.8. The parties agree that the Fair Work Commission may give all such directions and do all such things as are necessary for the just resolution, remedy and determination of the dispute.
- 9.9. Subject to any review of the Fair Work Commission's decision or direction relating to the dispute, the decision or direction shall be accepted by all affected parties as a settlement of the dispute and shall be implemented by them.
- 9.10. The parties agree to confer immunity on the Fair Work Commission for all matters relating to the dispute resolution between the parties.
- 9.11. While the dispute resolution procedure is being conducted, the status quo must remain and work must continue in accordance with this agreement and the Act. Subject to applicable occupational health and safety legislation, an employee must not unreasonably fail to comply with a direction by the employer to perform work, whether at the same or another workplace that is safe and appropriate for the employee to perform.

## **10. Anti-Discrimination**

It is the intention of the parties bound by this Agreement to achieve the object in clause 351 of the *Act* to prevent and eliminate discrimination in the workplace. This includes discrimination on the grounds of race, colour, sex, sexual preference, age, marital status, physical or mental disability, family responsibilities, pregnancy, religion, political opinion, national extraction or social origin, homosexuality, transgender identity and age.

## **11. Employment Categories**

- 11.1. Employees under this Agreement shall be employed on the following basis:
  - (a) full-time;
  - (b) part-time; or
  - (c) casual.

At the time of engagement an employer will inform each employee whether they are employed on a full-time, part-time or casual basis. An employer may direct an employee to carry out such duties

that are within the limits of the employee's skill, competence and training, consistent with the respective classification.

#### **11.2. Full-time employment**

A full-time employee is one who is engaged to work 38 hours per week or an average of 38 hours per week.

#### **11.3. Part-time employment**

- (a) A part-time employee is an employee who is engaged to work less than full-time hours of an average of 38 hours per week and has reasonably predictable hours of work.
- (b) Before commencing part-time employment, the employer and employee will agree in writing the guarantee minimum number of hours to be worked and the rostering arrangements which will apply to those hours.
- (c) A part-time employee will be paid a minimum of three hours pay for each engagement.
- (d) The guaranteed minimum number of hours referred to in (b) may be varied by mutual agreement and recorded in writing
- (e) Unless otherwise stated, the terms of this Agreement will apply on a pro rata basis to part-time employees on the basis that the ordinary weekly hours for full-time employees are 38.

#### **11.4. Casual employment**

- (a) A casual employee is an employee engaged as such on an hourly basis.
- (b) A casual employee will be paid an hourly rate equal to 1/38th of the weekly rate appropriate to the employee's classification plus a casual loading of 25%.
- (c) Casual employees will be paid a minimum of three hours each engagement:
- (d) A casual employee will be paid shift allowances calculated on the ordinary rate of pay excluding the casual loading with the casual loading component then added to the penalty rate of pay.

### **12. Part-time Employees**

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

12.2. Provided further that there shall be no interruption to the continuity of employment merely by reason of an employee, whose hours are balanced over a fortnight or over four weeks, not working in any one week in accordance with subclause 12.1.

12.3. Permanent part time employees shall be paid an hourly rate calculated on the basis of one thirty-eighth of the appropriate rate prescribed by Clause 20, Salaries, of this Agreement and, where applicable, one thirty-eighth of the appropriate allowance or allowances prescribed by Clause 22, Special Allowances, of this Agreement, with a minimum payment of three hours for each start, and one thirty-eighth of the appropriate allowances prescribed by Clause 25, Uniform and Laundry Allowances of this Agreement, but shall not be entitled to an additional day off or part thereof, as prescribed by Clause 14, Hours of Work and Free Time of Employees Other Than Directors of Nursing.

#### **12.4. Review of Part Time Hours**



- (a) At the request of the part-time employee, the hours worked by the employee will be reviewed annually.
- (b) Where the employee is regularly working more than their specified contracted hours, then it may be agreed that such contracted hours will be adjusted by the employer, to reflect the hours regularly worked. The agreement of WRH will not be unreasonably withheld.
- (c) Alternatively, if the employee wants a reduction in the number of hours due to a change in work and person commitments, the agreement of WRH will not be unreasonably withheld
- (d) The hours worked in the following circumstances will not be incorporated in the adjustment:
  - iv. if the increase in hours is a direct result of another employee being absent on leave, such as for example, annual leave, long service leave, parental leave, workers compensation; and
  - v. If the increase in hours is due to a temporary increase in hours only due, for example, to specific needs of a patient or workforce requirements in department.
- (e) Any adjusted contracted hours resulting from the review identified in this subclause should, however, be such as to reflect roster cycles and shift configurations utilised in the workplace

### **13. Casual Employees**

- 13.1. With respect to a casual employee the provisions of Clause 17, Hours of Work and Free Time of Directors of Nursing; Clause 19, Rosters;; Clause 30, Annual Leave, Clause 31, Annual Leave Loading, Clause 32, Public Holidays and Clause 24, Fares and Expenses of this Agreement and clause 41, Redundancy Application shall not apply. Further, casual employees shall not be entitled to an additional day off or part thereof as prescribed by Clause 14, Hours of Work and Free Time of Employees Other Than Directors of Nursing.
- 13.2. In accordance with the NES, casual employees have no entitlement to paid annual leave; paid personal/carer's or paid compassionate leave.
- 13.3. A casual employee who is required to and does work on a public holiday shall be paid for the time actually worked at the rate of double time and one-half such payment being in lieu of the casual loading, weekend or shift allowances which would otherwise be payable had the day not been a public holiday.
- 13.4. For the entitlement to payment in respect of long service leave, see the Long Service Leave Act 1955.
- 13.5. **Casual Conversion**

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

- (a) on a full-time basis where the employee has worked on a full-time basis throughout the period of casual employment; or
- (b) on a permanent part-time contract where the employee has worked on a part-time basis throughout the period of casual employment. Such contract would be on the basis of the same number of hours as previously worked, unless other arrangements are agreed between the employer and the employee.

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

#### **14. Hours of Work and Free Time of Employees Other than Directors of Nursing**

- 14.1. The ordinary hours of work for day workers, other than Directors of Nursing, exclusive of meal times, shall be 38 hours per week, or 76 hours per fortnight or 152 hours per 28 calendar days to be worked Monday to Friday inclusive and to commence on such days at or after 6.00 am and before 12.00 midday.
- 14.2. The ordinary hours of work for shift workers, other than Directors of Nursing, exclusive of meal times, shall not exceed an average of 38 hours per week in each roster cycle.
- 14.3. (a) The hours of work prescribed in sub-clauses 14.1 and 14.2 of this clause shall, where possible, be arranged in such a manner, that in each roster cycle of 28 calendar days each employee shall not work their ordinary hours or work on more than nineteen days in the cycle.
- (b) Notwithstanding the provision of paragraph (a) of this sub-clause, employees may, with the agreement of the employer work shifts of less than 8 hours each over 20 days in each cycle of 28 days.
- (c) Provided that on the occasion of an employee's written request, and with the consent of the employer, a 9.5 day fortnight may be worked instead of the 19-day month or the 38 hours per week, may be arranged in order that an employee shall not be required to work their ordinary hours in more than five days in one week or 10 days in one fortnight.
- 14.4. Except where mutually agreed and in accordance with Clause 16, "12 Hour Shifts", each shift shall consist of no more than 10 hours on a day shift or 11 hours on a night shift with not less than 8 hours break between each shift.
- 14.5. An employee shall not work more than 7 consecutive shifts unless the employee so requests and the Director of Nursing agrees. An employee shall not work more than two (2) quick shifts in any period of 7 days.
- A quick shift is an evening shift which is followed by a morning shift.
- 14.6. The employer is to decide when employees take their additional days off duty prescribed by sub-clause 14.3 of this clause (as a consequence of the implementation of the 38 hour week). Where necessary the employer must consult with the affected employees to ascertain the employees' preferences and must take any such preferences into account when arriving at a decision. Where practicable additional days off duty shall be consecutive with the rostered days off duty prescribed in sub-clause 14.13 of this clause.
- 14.7. Once set, the additional days off may not be changed except in accordance with the provisions of Clause 19, Rosters.
- 14.8. Where the employer's decision (in accordance with sub-clause 14.5 of this clause) is that an employee's additional days off be accumulated, no more than 6 days may be accumulated in any one year of employment. By mutual agreement this may be extended to no more than 12 days at any one time. Where the employee wants to accumulate more than 6 accumulated additional days off the Employee must apply and the Employer will not unreasonably decline the request Such accumulated additional days off may be taken in conjunction with the Employee's annual leave, or as otherwise agreed and may be used for absences included annual shutdown.

- 14.9. (a) Each employee shall be allowed a break of not less than thirty minutes and not more than sixty minutes for each meal occurring on duty.
- (b) Where practicable, employees shall not be required to work more than 5 hours without a meal break. Provided that where practicable an employee engaged to work for 5 hours or less in any one shift may elect not to take a meal break as otherwise provided for by this sub-clause without penalty to the employer. The term "where practicable" encompasses regard being paid to the service requirements of the employer.
- 14.10. Two separate ten-minute intervals (in addition to meal breaks) shall be allowed each employee on duty during each ordinary shift of 8 or 10 hours as the case may be. Subject to agreement between the employer and the employee, such intervals may alternatively be taken as one twenty-minute interval, or by one 10-minute interval with the employee allowed to proceed off duty 10 minutes before the completion of the normal shift finishing time. Such interval(s) shall count as working time.
- 14.11. Sub-clauses 14.8 and 14.9 of this clause shall not apply to an employee who, before going on night duty, is provided with a meal between 9.00 pm and 11.00 pm and who is allowed two intervals of twenty minutes each during the period of night duty but such intervals shall count as working time and shall be paid for as such.
- 14.12. (a) Except as provided for in paragraph (b) an employee shall not be employed on night duty for a longer period than 8 consecutive weeks. After having served a period of night duty an employee shall not be required to serve a further period on night duty until they have been off night duty for a period equivalent to the previous period on night duty.
- (b) The provisions of paragraph (a) shall not apply to an Assistant Director of Nursing, a Nursing Unit Manager or a general nurse in charge, as the case may be, who is employed permanently in charge at night, or to an employee who requests to be employed on night duty and the Director of Nursing consents.
- 14.13. An employee changing from night duty to day duty or from day duty to night duty shall be free from duty during the twenty hours immediately preceding the commencement of the changed day.
- 14.14. (a) Each employee shall be free from duty for not less than two full days in each week or four full days in each fortnight or eight full days in each twenty-eight (28) day cycle and no duties shall be performed by the employee on any of such free days except for overtime. Where practicable, days off shall be consecutive and shall not be preceded by an evening shift or a night shift unless an additional eight hours are granted as sleeping time. An evening shift shall be one which commences at or after 1.00 pm and before 4.00 pm.
- (b) An employee, at her or his request, may be given free from duty time in one or more periods but no period shall be less than one full day.
- (c) For the purpose of this sub-clause "full day" means from midnight to midnight or midday to midday.
- 14.15. The employer shall not alter the period over which the ordinary hours of work of employees are balanced except upon giving one month's notice of their intention to do so to affected employees and if requested by the employee, any nominated representative which may be a union representative.
- 14.16. The provisions of paragraphs (a) and (b) of sub-clause 14.11 and of sub-clause 14.12 and of paragraph (a) of sub-clause 14.13 of this clause, shall not apply if the employee is required to perform duty to enable the nursing service of the employer to be carried on or where another employee is absent from duty on account of illness or in an emergency.

#### 14.17. Requests for flexible working arrangements

Employees are entitled to request flexible working arrangements in accordance with the provisions of the NES. An employee may request a change to working arrangements if the following circumstances apply to the employee:

- a) the employee is the parent, or has responsibility for the care, of a child who is of school age or younger;
- b) the employee is a carer (within the meaning of the Carer Recognition Act 2010);
- c) the employee has a disability;
- d) the employee is 55 or older;
- e) the employee is experiencing violence from a member of the employee's family;
- f) the employee provides care or support to a member of the employee's immediate family, or a member of the employee's household, who requires care or support because the member is experiencing violence from the member's family.

Examples of changes in working arrangements include changes in hours of work, changes in patterns of work and changes in location of work.

The employee must make such request in writing outlining the details and reasons for the change.

The employer must provide their response to grant or refuse the request within 21 days.

### 15. On Call

- 15.1. Employees may be required to remain on call. Any such time on call shall not be counted as time worked (except insofar as an employee may take up actual duty in response to a call), but shall be paid for in accordance with Clause 22, Special Allowances and Payments, of this Agreement: Provided, however, no employee shall be required to remain on call whilst on leave or on the day before entering upon leave.
- 15.2. No employee shall be required to remain on call while on a rostered day off, or on completion of the shift on the day preceding a rostered day off. This provision shall not apply where in special circumstances it is necessary for an employer to place staff on call on rostered days off or on completion of the shift on the day preceding a rostered day off in order to ensure the provision of services.

### 16. 12 Hour Shifts

- 16.1. The following criteria shall apply to the introduction of 12 hour shifts:
  - (a) 12 hour shifts will only be introduced in units where there has been full consultation with the staff affected and a majority of the staff affected agree to the introduction of the proposed 12 hour shift system;
  - (b) any employee who does not wish to work under the 12 hour shift system may work a mutually agreed alternative shift system in the unit affected or may transfer to another mutually agreed position within the facility with no loss of classification and contracted hours;
  - (c) the span of hours must not exceed 12.5 hours;

- (d) there must be a maximum of three consecutive night shifts which include one or more 12 hour shifts;
- (e) there must be a minimum break of 11.5 hours rostered between each 12 hour shift;
- (f) employees must be allowed either two 30 minutes or one 60 minutes meal break. In addition to the meal breaks employees must be allowed either two 10 minute or one 20 minute paid tea break;
- (g) the employer must notify the employees, and if requested by the employee any nominated employee representative, which may be a union representative, of the implementation of the 12 hour shifts at least one month prior to commencing the new arrangements. The details of that notification must indicate the number of staff involved, the section of the hospital involved, and the Agreement provisions which need to be overridden.
- (h) there must be an evaluation process at the completion of the first 12 months, or sooner if the employer and affected employees agree. The evaluation process must involve representatives of employees and the employer. Aspects which are to be considered in the evaluation process are to include occupational health and safety data, sick leave patterns and the frequency of overtime.
- (i) the employees and if requested by the employee any nominated employee representative which may be a union representative are to be notified of the outcome of the evaluation process;
- (j) nothing contained in this sub-clause shall prevent an individual employee and their employer reaching mutual agreement to that individual working 12 hour shifts.

## **17. Hours of Work and Free Time of Directors of Nursing**

This clause does not apply to part-time employees.

- 17.1. The Director of Nursing shall be free from duty for not less than 9 days in each 28 consecutive days and such days free from duty may be taken in one or more periods.
- 17.2. If any of the days mentioned in sub-clause 17.1 of this clause cannot be taken by reason of emergency, such day or days shall be given and taken within 28 days of becoming due.
- 17.3. A Director of Nursing shall, where practicable, inform the employer giving not less than seven days' notice of the days the employee proposes to be free from duty; provided that such days shall be subject to the approval of the employer, and such approval shall not be unreasonably withheld.

## **18. Banking of Hours**

- 18.1. A full time or part time employee may, by agreement made daily, weekly, or fortnightly with their Clinical co-ordinator or DON:
  - (a) work less than their daily, weekly or fortnightly rostered or contracted hours and work those hours at a later date; or
  - (b) work more than their daily, weekly or fortnightly rostered or contracted hours and take time off in lieu of payment, or may set off the additional hours worked against any owing under (a) above.
- 18.2. An employee who works less than their rostered or contracted hours shall be paid as if those hours had been worked during the relevant period, including payment for any weekend or shift penalties that would otherwise have been due for the time not worked.

- 18.3. An employee who works more than their rostered or contracted hours shall not receive payment for any weekend or shift penalties that would otherwise have been due for that extra time worked.
- 18.4. Time debited or credited under these arrangements shall all be at ordinary time, i.e. an hour for an hour.
- 18.5. An employee may not have more than 76 hours in debit or credit at any point in time.
- 18.6. Employees who have hours in debit must be given first option to work additional hours prior to the use of casual employees.
- 18.7. The hospital must keep detailed records of all hours credited and debited to employees under these arrangements. Employees must have full access to these records.
- 18.8. On termination of employment the employer must pay the employee for all hours in credit and may deduct from termination pay the value of any hours in debit.
- 18.9. Either party shall have the right to terminate an agreement under this clause with two weeks' notice.

## **19. Rosters**

- 19.1. The ordinary hours of work for each employee, other than the Director of Nursing and casual employees, shall be displayed on a roster in a place conveniently accessible to employees.
- 19.2. The roster shall be displayed where practicable at least two weeks prior, but in any event not less than one week prior, to the commencing date of the first working period in the roster. Provided that in the case of a permanent part-time employee whose hours are balanced over 4 weeks, the roster shall be displayed where practicable, at least 4 weeks prior to the commencing date of the first working period in the roster but in any event not less than one week prior, to the commencing date of the first working period in the roster.
- 19.3. Notwithstanding the foregoing provisions of this clause, a roster may be altered at any time to enable the nursing service of the hospital to be carried on where another employee is absent from duty on account of unforeseen circumstances or illness or in an emergency: Provided that where any such alteration involves an employee working on a day which would otherwise have been such employee's day off, the day off in lieu thereof shall be as mutually arranged.
- 19.4. Prior to the date of the changed shift, such change of roster shall be notified verbally or in writing to the employee concerned.
- 19.5. An employee may change their roster at short notice, with the agreement of their Nurse Unit Manager or Director of Nursing for any reasonable ground.
- 19.6. An employer may change an employee's roster at short notice, with the agreement of the employee, for any reasonable ground including unexpected situations and unforeseen fluctuations in patient dependency.
- 19.7. Where an employee is entitled to an additional day off duty in accordance with Clause 14, Hours of Work and Free Time of Employees other than Directors of Nursing, of this Agreement, such day is to be shown on the roster of hours for that employee.
- 19.8. All rosters shall be retained for at least six years.

## **20. Salaries**

- 20.1. The minimum salaries per week shall be as set out in Table 1 – Salaries. The parties have agreed that the following wage increases will apply:
- (a) 3.75% from the FFPP to commence on or after the making of the agreement after a successful ballot, and
  - (b) 2.25% from FFPP on or after 1 January 2019;and
  - (c) 2% from FFPP on or after 1 January 2020

Notwithstanding, where an employee is already in receipt of wages that are in excess of those specified for their particular classification, the Employer reserves the right to off-set a part or whole of the applicable increase. Where this occurs, the employee shall be advised in writing and if requested by either party, meet with the Employer for further discussions.

- 20.2. The allowances as set out in Table 2 – Other Rates and Allowances shall be paid. The parties have agreed to the rates as set out in Columns 2 and 3 of that table.
- 20.3. Where an employee receives a rate of pay in excess of the rates set out in Table 1, the employee will maintain their above Agreement wage and will not be disadvantaged.
- 20.4. An Enrolled Nurse who is endorsed to administer medication will be classified and paid as an Enrolled Nurses – Medication Endorsement from the commencement of the first full pay period following the issuing by the Board of their Letter of Endorsement to Administer Medication or Authority to Practice Certificate, Enrolled Nurse including Endorsement to Administer Medication, whichever is issued earlier. This provision will commence on or after the date of certification of this Agreement.
- 20.5. An Assistant in Nursing with an appropriate Certificate III will be commenced at the AIN 2nd Year level, or where the employee's years of service are higher, the incremental point relevant to their years of service.

## **21. Recognition of Service and Experience**

- 21.1. The employer shall notify each nurse in writing of the requirements of this clause at the time of the nurse's commencement of employment. If the employer does not so notify the nurse then the requirements of this clause shall not commence until the employer does so notify the nurse.
- 21.2. From the time of commencement of employment the nurse has three months in which to provide documentary evidence to their employer detailing any other 'service' or 'experience', as defined in Clause 4, Definitions, not disclosed at the time of commencement. This evidence, in the absence of other documentary evidence may take the form of a statutory declaration.
- 21.3. Until such time as the nurse furnishes any such documentation contemplated in 21.2 above the employer shall pay the nurse at the level for which documentary evidence has been provided.
- 21.4. If within three months of commencing employment a nurse does provide documentary evidence of other previous service or experience not disclosed at the time of commencement, the employer shall pay the nurse at the appropriate rate as and from the date of commencement that would have been paid from that date had the additional evidence been provided at that time.
- 21.5. If a nurse provides documentary evidence of other previous service or experience not disclosed at the time of commencement after the said three months period, the nurse shall be paid a rate

appropriate for the previous service or experience then proved but only from the date of providing that evidence to the employer.

- 21.6. A nurse who is working as a nurse for more than one organisation shall notify each employer under this Agreement within one month of the end of each quarter of their hours of service or experience, as appropriate, worked with those other employers in the last quarter.
- 21.7. A nurse who is entitled to progress to the next year of service or experience (by reason of hours worked with other employers) as and from a particular date must provide documentary evidence of that entitlement within three months of that entitlement arising. If that proof is so provided the nurse shall be paid at the higher rate as and from the particular date. If the documentary evidence is provided outside that three month period the nurse shall be paid at the higher rate only from the date of proof.

## **22. Special Allowances and Payments**

### **In-charge Allowance**

- 22.1. (a) A registered nurse appointed in charge of the hospital when the DON appoints them in charge (on the roster, by email, or otherwise in writing) and the nurse accepts and undertakes additional specified responsibilities, as set out in clause 4, Definitions :
1. On night shift;
  2. On weekend shifts;
  3. On afternoon shift; or
  4. When the DON is not otherwise onsite and deems an in charge is required

Shall be paid, in addition to their appropriate salary whilst so in charge the sum set out in Item 1 of Table 2 per shift.

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

### **On-call Allowance**

- 22.2. (a) An employee required by their employer to be on call otherwise than as provided for in paragraph (b) shall be paid the sum set out in Item 2 of Table 2 for each period of 24 hours or part thereof provided that only one allowance shall be payable in any period of 24 hours.
- (b) An employee required to be on call on rostered days off shall be paid the sum set out in Item 3 of Table 2 for each period of 24 hours or part thereof provided that only one allowance shall be payable in any period of 24 hours.
- (c) An employee who is directed to remain on call during a meal break shall be paid an allowance of the sum set out in Item 4 of Table 2 provided that no allowance shall be paid if, during a period of 24 hours including such period of on call, the employee is entitled to receive the allowance prescribed in 22.2(a) above. If an employee is recalled to duty during such meal break, and cannot have a substitute meal break during the same shift they shall be paid at overtime rates for the total period of the meal break.



- (d) Where an employee on call leaves the hospital and is recalled to duty, they shall be reimbursed all reasonable fares and expenses actually incurred provided that where an employee uses a motor car in these circumstances the allowance payable shall be the rate recommended by the ATO. The provisions of this paragraph shall apply to all employees.
- (e) This sub-clause shall not apply to a Director of Nursing.

### **Lead Apron Allowance**

- 22.3. An employee required to wear a lead apron shall be paid an allowance of the sum set out in Item 5 of Table 2 for each hour or part thereof that they are required to wear the said apron.

### **23. Penalty Rates for Shift Work and Weekend Work**

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

Afternoon shift- 12.5%

Night shift - 15%

- 23.2. "**Ordinary rate**" and "**Ordinary time**" shall not include any percentage addition by reason of the fact that an employee works less than 38 hours per week but shall include amounts payable under Clause 20, Salaries and Clause 22 and Special Allowances and Payments where the allowance makes up part of the employee's regular weekly earnings.

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

"**Afternoon shift**" means any shift commencing not earlier than 12 noon and finishing after 6.pm on the same day.

"**Night Shift**" means any shift commencing on or after 6pm and finishing before 7.30 am on the following day.

- 23.4. Employees whose ordinary working hours include work on a Saturday and/or Sunday shall be paid for ordinary hours worked between midnight on Friday and midnight on Saturday at the rate of time and one half and for ordinary hours worked between midnight on Saturday and midnight on Sunday at the rate of time and three quarters.

These extra rates shall be in substitution for and not cumulative upon the shift premiums prescribed in the sub-clause 23.1 of this clause.

- 23.5. The additional payments prescribed by this clause shall not form part of the employee's ordinary pay for the purposes of this Agreement, except as provided in Clause 30, Annual Leave, of this Agreement.

### **24. Fares and Expenses**

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

- 24.2. (a) An employee who is engaged for an indefinite period and who remains in the employment for at least six months shall be reimbursed forward fares from the place of engagement; provided that the distance of normal travel there from to the employment exceeds 40 kilometres.
- (b) An employee who is engaged for an indefinite period and who is dismissed within six months for any reason other than misconduct or inefficiency shall be reimbursed forward fares from the place of engagement; provided that the distance of normal travel there from to the employment exceeds 40 kilometres; and shall also be reimbursed return fares to such place of engagement or the employee's immediate destination, whichever is the cheaper.
- 24.3. An employee who is engaged for a definite period and who completed the period of engagement or who is dismissed before completing such period for any reason other than misconduct or inefficiency shall be reimbursed also return fares to such place of engagement or to the employee's immediate destination, whichever is the cheaper.
- 24.4. Fares within the meaning of this clause shall include only fares incurred in respect to travel within New South Wales.
- 24.5. An employee who claims reimbursement of fares, pursuant to this clause, shall furnish to the employer, if so required, satisfactory proof that they have not received from another employer reimbursement in respect of those fares.

## **25. Uniform and Laundry Allowances**

- 25.1. Subject to sub-clause 25.3 of this clause, sufficient, suitable and serviceable uniforms, including one pair of shoes per annum which shall be of a recognised acceptable standard for the performance of nursing duties, and one cardigan or jacket shall be supplied free of cost to each employee required to wear a uniform. An employee, to whom a new uniform or part of a uniform has been issued who, without good reason, fails to return the corresponding article last supplied shall not be entitled to have such article replaced without payment therefore at a reasonable price.
- 25.2. An employee, on leaving the service of an employer, shall return any uniform or part thereof supplied by that employer which is still in use immediately prior to leaving.
- 25.3. (a) In lieu of supplying uniforms and shoes to an employee, an employer shall pay the said employee the sum set out in Item 7 of Table 2, for uniforms and the sum set out in Item 8 of Table 2 for shoes per week.
- (b) In lieu of supplying stockings to an employee the employer shall pay the said employee the sum set out in Item 9 of Table 2 per week.
- (c) In lieu of supplying a cardigan or jacket to an employee an employer shall pay the said employee the sum set out in Item 10 of Table 2 per week.
- (d) If, in any hospital, the uniforms of an employee are not laundered at the expense of the hospital an allowance of the sum set out in Item 11 of Table 2 shall be paid to the said employee; provided that the payment of such laundry allowance shall not be made to any employee on absences exceeding one week.
- (e) Where the employer requires any employee to wear headwear, the hospital shall provide headwear free of charge to the employee.
- (f) In lieu of supplying socks to an employee the employer shall pay the said employee the sum set out in Item 12 of Table 2 per week.
- (g) Except for the laundering allowance at (d), the allowances referred to in sub-clause 25.3 are also payable during any period of paid leave.

## **26. Higher Grade Duty**

- 26.1. An employee who is called upon to relieve an employee in a higher classification or is called upon to act in a vacant position of a higher classification shall be entitled to receive for the period of relief or the period during which they act the minimum payment for such higher classification.
- 26.2. The provisions of sub-clause 26.1 shall not apply where the employee being relieved is absent from duty for a period of three consecutive working days or less which have been rostered in advance, except where the duties of the higher position involve being in charge of the facility during the period in question.
- 26.3. Further, the provisions of sub-clause 26.1 shall not apply where a Director of Nursing is absent from duty for a period of three working days or less for any reason other than Clause 17, Hours of Work and Free Time of Directors of Nursing.

## **27. Overtime**

- 27.1. Subject to sub-clause 27.2 an employer may require an employee to work reasonable overtime
- 27.2. An employee may refuse to work overtime in circumstances where the working of such overtime would result in the employee working hours which are unreasonable.
- 27.3. For the purposes of sub-clause 27.2 what is unreasonable or otherwise will be determined having regard to:
  - (a) the risk to the employee's health and safety;
  - (b) the employee's personal circumstances including any family and carer responsibilities;
  - (c) the needs of the facility;
  - (d) the notice (if any) given by the employer of the overtime and by the employee of their intention to refuse it; and
  - (e) any other relevant matter.
- 27.4.
  - (a) Subject to paragraph (b) hereof all time worked by full time employees other than the Director of Nursing in excess of the rostered daily ordinary hours of work shall be overtime and shall be paid for at the rate of time and one half for the first two hours and double time thereafter in respect of each overtime shift worked or in respect of overtime worked prior to or at the conclusion of a normal shift. Provided that overtime worked on Sundays shall be paid for at the rate of double time and on public holidays at the rate of double time and one half.
  - (b) All time worked by part-time or casual employees in excess of the rostered daily full time ordinary hours of work, or in excess of 38 hours per week or 76 hours per fortnight, will be paid for at the rate of time and a half for the first two hours and double time thereafter, except that on Sundays such overtime will be paid for at the rate of double time and on public holidays at the rate of double time and a half.

Time worked up to eight ordinary hours of work shall not be regarded as overtime but an extension of the contract hours for that day and shall be paid at the ordinary rate of pay, except where a 10 hour shift is rostered in advance in which case the 10 hour shift will be the ordinary hours of work.
- 27.5. An employee recalled to work overtime after leaving the employer's premises shall be paid for a minimum of four hours work at the appropriate rate for each time so recalled. If the work required is

completed in less than four hours, the employee shall be released from duty provided that this sub-clause does not apply to a Director of Nursing.

- 27.6. An employee required to work overtime following on the completion of their normal shift for more than two hours shall 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 shall be counted as time worked; provided that benefits of this sub-clause shall not apply to permanent part time employees, until the expiration of the normal shift for a majority of the full-time employees employed on that shift in the ward or section concerned.
- 27.7. An employee recalled to work overtime after leaving the employer's premises and who is required to work for more than four hours shall be allowed twenty minutes for the partaking of a meal and a further twenty minutes after each subsequent four hour's overtime; all such time shall be counted as time worked.
- 27.8. The meals referred to in sub-clauses 27.6 and 27.7 of this clause shall be allowed to the employee free of charge. Where the hospital is unable to provide such meals, an allowance per meal of the sum set out in Items 13, 14 and 15 of Table 2, shall be paid to the employee concerned.
- 27.9. Where an employee is required to work an overtime shift on their rostered day off, the appropriate meal breaks for that shift, as prescribed by Clause 14, Hours of Work and Free Time of Employees Other Than Directors of Nursing shall apply.
- 27.10. If an employee is recalled to duty during a meal break, they shall be paid at overtime rates for the total period of the meal break.
- 27.11. An employee who works so much overtime:
  - (a) between the termination of their ordinary work on any day or shift and the commencement of their ordinary work on the next day or shift that they have not had at least ten (10) consecutive hours off duty between these times; or
  - (b) on a Saturday, a Sunday and a holiday, not being ordinary working days, or on a rostered day off without having had ten consecutive hours off duty in the twenty-four hours preceding their next day or shift; shall subject to this sub-clause, be released after completion of such overtime until they have had ten consecutive hours off duty without loss of pay for ordinary working time occurring during such absence. If on the instruction of the employer such an employee resumes or continues to work without having such ten consecutive hours off duty they shall be paid at double time of the appropriate rate applicable on such day until they are released from duty for such period and they then shall be entitled to be absent until they have had ten consecutive hours off duty without loss of pay for ordinary working time occurring during such absence.
- 27.12. In lieu of receiving payment for overtime in accordance with this clause, by mutual agreement employees may be compensated by way of time off in lieu of overtime on the following basis:
  - (a) The employee may take one hour of time off for each hour of overtime plus a period of time equivalent to the overtime penalty incurred.
  - (b) Where it is not possible for a nurse to take the time off in lieu of overtime within the four month period, it is to be paid out at the appropriate overtime rate based on the rates of pay applying at the time payment is made.
  - (c) Nurses cannot be compelled to take time off in lieu of overtime.
  - (d) Records of all time off in lieu of overtime owing to nurses and taken by nurses must be maintained by the employer.

- (e) Where on the termination of the employee's employment, time off in lieu of overtime has not been taken, it is to be paid out at the appropriate overtime rate based on the rates of pay applying at the time payment is made.

## **28. Payment and Particulars of Salaries**

- 28.1. All salaries and other payments shall be paid weekly or fortnightly, provided that payment for any overtime worked may be deferred to the pay day next following the completion of the working cycle within which such overtime is worked, but for no longer; provided further that the payment of shift and weekend penalties relating to work performed in the second week of a fortnightly roster period may be deferred to the pay day next following the completion of the working cycle within which such shifts were worked, but for no longer.
- 28.2. Employees shall have their salary paid into one account with a bank or other financial institution in New South Wales as nominated by the employee. Wages may be initially deposited into the hospital's own local bank and transferred to each employee's requested financial institution. Salaries shall be deposited in sufficient time to ensure that wages are available for withdrawal by employees by no later than pay day, provided that this requirement shall not apply where employees nominate accounts with non-bank financial institutions, but in such cases the Employer shall take all reasonable steps to ensure that the wages of such employees are available for withdrawal by no later than pay day.
- 28.3. Notwithstanding the provisions of sub-clause 28.2 of this Clause, an employee who has given or has been given the required notice of termination of employment, in accordance with Clause 40, Termination of Employment, of this Agreement, shall be paid all moneys due to them prior to ceasing duty on the last day of employment.
- 28.4. Where an employee is dismissed or terminated by the employer, any moneys due to them shall be paid as soon as possible after such dismissal or termination but in any case not more than three days thereafter.
- 28.5. On each payday an employee, in respect of the payment then due, shall be furnished with a written statement containing the following particulars, namely: name, the amount of ordinary salary, the total number of hours or overtime worked, if any, the amount of any overtime payment, the amount of any other moneys paid and the purpose for which they are paid, and the amount of the deductions made from the total earnings and the nature thereof.

## **29. Registration or Enrolment Pending**

- 29.1. A student who has completed the course of training prescribed by the Board and applied for registration or enrolment shall, upon registration or enrolment, be paid as from the date of application for registration or enrolment the salary to which they would have been entitled if registered or enrolled.
- 29.2. They shall notify the employer as soon as possible after they have so applied.

## **30. Annual Leave**

- 30.1. Annual leave is provided for in the NES and will accrue progressively during a year of service in accordance with the provisions of the NES. This clause contains additional provisions.

- (a) In addition to the entitlements in the NES, as employee is entitled to an additional week of annual leave on the same terms and conditions. A part time employee is entitled to the additional week of annual leave on a pro rata basis.
- (b) For the purpose of the additional weeks annual leave provided for in the NES, a shift worker is defined as an employee who:
  - i. regularly rostered over seven (7) days of the week; and
  - ii. regularly works on weekends.
- (c) To avoid any doubt, this means that an employee who is not a shift worker for the purposes of clause 30.1(b) above is entitled to five weeks of paid annual leave for each year of service with their employer, and an employee who is a shift worker for the purposes of clause 30.1(b) above is entitled to six weeks of paid annual leave for each year of service with the employer. A part time employee is entitled to this leave on a pro rata basis.

### **Taking of Annual Leave**

- 30.2. (a) An employee is entitled to take an amount of annual leave during a particular period if:
- i. at least that amount if annual leave is credited to the employee; and
  - ii. the employer has authorised the employee to take the annual leave during that period.
- (b) An employee will request annual leave, in writing, where practicable with one months' notice but in any event with no less than two (2) weeks' notice prior to the date on which the leave would commence.
- (c) Credit of time towards an allocated day off duty shall not accrue when an employee is on annual leave.
- 30.3. Annual leave shall be taken in an amount and at a time which is approved by the employer subject to the operational requirements of the workplace. The employer shall not unreasonably withhold or revoke such approval.

### **Extensive accumulated Annual Leave**

- 30.4. An employee must take an amount of annual leave during a particular period if:
- (a) the employee is directed to do so by the employer. The employer shall give the employee at least one months' notice.
  - (b) if at the time that the direction is given, the employee has in excess of 8 weeks annual leave accrued and
  - (c) the amount of annual leave that the employee is directed to take is less than, or equal to,  $\frac{1}{4}$  of the amount of credited annual leave of the employee at the time that the direction is given.

### **Cashing out of Annual Leave**

- 30.5. Annual leave already accrued by an employee may be cashed out, subject to the following conditions:
- (a) the employee must elect in writing to receive payment in lieu of an amount of annual leave on each occasion on which annual leave is cashed out;

- (b) cashing out may occur only once per anniversary year and only if the cashing out does not result in the employee's remaining leave balance being reduced to less than 4 weeks
- (c) the employer has agreed to the employee cashing out the annual leave; and
- (d) the employee must be paid at least the full amount of ordinary pay that would have been payable to the employee had they taken the leave.

30.6. Where the employment of an employee is terminated the employee shall be entitled to receive payment for all accrued annual leave.

### **Annual Leave and service**

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

## **31. Annual Leave Loading**

31.1. For the period of leave taken, in addition to their ordinary pay, an employee, other than a shiftworker, will be paid an annual leave loading of 17.5% of their ordinary pay on a maximum of 152 hours/four weeks annual leave per annum.

31.2. Shiftworkers, in addition to their ordinary pay, for a maximum of 152 hours/4 weeks per annum, will be paid the higher of:

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

31.3. Where at the conclusion of an anniversary year an employee has not taken some or all of their annual leave and therefore has not been paid the whole amount leave loading owed for that anniversary year, the Employer shall pay to the employee as a lump sum, the amount of leave loading outstanding.

31.4. Annual Leave Loading is payable to an employee who takes an annual holiday either wholly or partly in advance.

31.5. When the employment of an employee is terminated by their employer and at the time of termination the employee has not been given and has not taken the whole of an annual holiday to which the employee is entitled, the employee shall be paid a loading calculated in accordance with sub-clause 31.1 or 31.2 for the period not taken.

## **32. Public Holidays**

32.1. Public Holidays shall be in accordance with the NSW Public Holidays Act 2010: New Year's Day, Australia Day, Good Friday, Easter Saturday, Easter Sunday, Easter Monday, Anzac Day, Queen's Birthday, Local Labour Day, Christmas Day, Boxing Day and any other day duly proclaimed and observed as a public holiday within the area in which the hospital is situated.

32.2. Payment for work done on public holidays

- (a) All work done by an employee during their ordinary shifts on a public holiday or substituted day, will be paid at 200% of their ordinary rate of pay.

- (b) Payments and entitlement under this clause are instead of any additional rate for shift or weekend work which would otherwise be payable had the shift not been a public holiday.

32.3. Public Holiday Substitution and local Public Holidays

In accordance with the NES, if under (or in accordance with a procedure under) a law of a State or Territory, a day or part-day is substituted for a day or part-day that would otherwise be a public holiday, then the substituted day or part-day is the public holiday. In addition, any relevant local public holidays proclaimed by State law or by local council will also be observed.

- 32.4. In addition to those named public holidays specified at subclause 32.1, employees shall be entitled to an extra public holiday each year. Such public holiday shall occur on a day between Christmas and New Year within the days Monday to Friday inclusive and not coinciding with a date that is already a gazetted public holiday for that calendar year;

32.5. Public holiday substitution by the Employer and Employee

An employer and the employees may, by agreement, substitute another day for a public holiday.

32.6. Public holidays occurring on rostered days off

All full-time employees will receive a day's ordinary pay for public holidays that occur on their rostered day off except where the public holidays fall on Saturday or Sunday with respect to Monday–Friday employees.

32.7. Part-time employees

- (a) A part-time employee will only be entitled to payment for those public holidays that fall on days they are normally rostered to work.
- (b) A part-time employee who is rostered off on a public holiday they would ordinarily work will be paid their ordinary pay for that day.

32.8. Casual employees

- (a) A casual employee will be paid only for those public holidays they work as per clause 13.3.

**33. Long Service Leave**

- 33.1. Employees are entitled to long service leave after completing ten (10) of continuous service.

33.2. Employees are entitled to:

<b>Length of continuous service</b>	<b>Entitlements</b>
10 years	Two months
15 years	One month
Each 5 years thereafter	One and one half months

- 33.3. Further to clauses 33.1 and 33.2, an employee may elect to take pro-rata long service leave after seven (7) years of continuous service.

- 33.4. To avoid any doubt, if an employee resigns with at least seven (7) years continuous service and less than ten (10) years of continuous service, the employer is not obliged to pay as specified in clause 33.3 unless the employer is obliged to under the Long Service Act 1955



- 33.5. When an Employee takes a period of long service leave, the Employer will pay the Employee their basic periodic rate of pay in respect of the period of leave.
- 33.6. Employees are required to give the Employer four weeks' written notice of their intention to take their long service leave entitlement.
- 33.7. After the Employee has more than 10 weeks long service leave, the Employer may direct the Employee to commence a period of long service leave due to them on the provision of four weeks' written notice and regards to the needs of the workplace.
- 33.8. The Employee may take a period of long service leave due to them either in a lump sum or in separate periods.
- 33.9. Employees who have accrued long service leave prior to this Agreement will retain that accrued long service entitlement.
- 33.10. Casual Employees are entitled to access these provisions in accordance with Long Service Leave Act 1955 (as amended).

#### **34. Personal/carer's leave and compassionate leave**

- 34.1. Paid and Unpaid Personal/carer's leave and compassionate leave are provided for in the NES.
- 34.2. In addition, an employee may use accumulated personal/carer's leave when on workers compensation only where their workers compensation payments are less than their ordinary pay. In this case a personal/carer's leave entitlement may be used to make up the difference between the full normal pay and the workers compensation payment.

Casual employees have no entitlement to paid personal/carer's leave or compassionate leave, but do have an entitlement to unpaid leave.

#### **34.3. Entitlement to paid Personal/Carers Leave.**

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

#### **34.4. Taking of Personal/Carer's Leave**

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

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

#### **34.5. Payment of Paid Personal/Carer's Leave**

If an employee takes a period of paid personal/carer's leave, the employer must pay the employee at the employee's base rate of pay for the employee's ordinary hours of work in the period.

#### **34.6. Personal/Carers Leave on Public Holidays**

If the period during which an employee takes paid personal/carer's leave includes a day or part-day that is a public holiday in the place where the employee is based for work purposes, the employee is taken not to be on paid personal/carer's leave on that public holiday.

#### **34.7. Cashing out of Paid Personal/Carer's Leave**

- (a) An employee is entitled to cash out an amount of paid personal/carer's leave credited to the employee provided:
  - (i) the employer authorises the employee to forgo the amount of paid personal/carer's leave. The employer has complete discretion.
  - (ii) paid personal/carer's leave must not be cashed out if the cashing out would result in the employee's remaining accrued entitlement to paid personal/carer's leave being less than 15 days; and
  - (iii) each cashing out of a particular amount of paid personal/carer's leave must be by a separate agreement in writing between the employer and the employee; and
  - (iv) the employee must be paid at least the full amount that would have been payable to the employee had the employee taken the leave that the employee has forgone.

#### **34.8. Unpaid Carer's Leave**

- (a) An employee is entitled to 2 days unpaid carer's leave for each occasion when a member of the employee's immediate family, or a member of the employee's household, requires care or support because of:
  - (i) a personal illness, or personal injury, affecting the member; or
  - (ii) an unexpected emergency affecting the member.
- (b) An employee may take unpaid carer's leave as:
  - (i) a single continuous period of up to 2 days: or
  - (ii) any separate periods agreed with the employer.
- (c) An employee is entitled to unpaid carer's leave for a particular occasion only if the employee cannot take an amount of paid personal/carer's leave.

#### **34.9. Compassionate Leave**

- (a) An employee is entitled to 2 days of compassionate leave for each occasion when a member of the employee's immediate family, or a member of the employee's household:
  - (i) contracts or develops a personal illness that poses a serious threat to his or her life; or
  - (ii) sustains a personal injury that poses a serious threat to his or her life; or

- (iii) dies.
- (b) An employee may take compassionate leave as:
  - (i) a single continuous period of 2 days; or
  - (ii) 2 separate periods of 1 day each; or
  - (ii) any separate periods agreed with the employer.

#### 34.10. **Payment for Compassionate Leave**

- (a) If an employee takes a period of paid compassionate leave, the employer must pay the employee, other than a casual employee, at the employee's base rate of pay for the employee's ordinary hours of work in the period.
- (b) Casual employees are entitled to unpaid compassionate leave

#### 34.11. **Notice and Evidence Requirements**

- (a) To be entitled to leave under this clause an employee must give the employer notice of the period, or expected period of the leave:
  - (i) as soon as reasonably practicable (which may be at a time before or after the leave has started) that the employee is (or will be) absent from his or her employment;
- (b) An employer may require an employee to give the employer evidence that would satisfy a reasonable person that the leave was taken for a permissible reason or occasion.
- (c) To be entitled to personal leave during the period, the employee may be required to give the employer as soon as reasonably practicable (which may be at a time before or after the personal leave has started) either:
  - (i) a medical certificate from a medical practitioner stating that in their opinion, the employee was, is, or will be unfit for work during the period because of a personal illness or injury; or
  - (ii) a statutory declaration made by the employee stating that the employee was, is, or will be unfit for work during the period because of a personal illness or injury.
- (d) To be entitled to carer's leave during the period, the employee may be required to give the employer as soon as reasonably practicable (which may be at a time before or after the carer's leave has started) either:
  - (i) a medical certificate from a medical practitioner stating that in their opinion the member requires or required care and support during the period due to personal illness or injury; or
  - (ii) a statutory declaration made by the employee stating that the employee requires or required leave during the period to provide care or support to the member because the member requires or required care or support during the period because of personal illness, or injury, of the member or an unexpected emergency affecting the member.
- (e) To be entitled to compassionate leave during the period, the employee may be required to give the employer as soon as reasonably practicable (which may be at a time before or after the compassionate leave has started):

- (i) a medical certificate from a medical practitioner stating that in their opinion the member is suffering from an illness or injury that poses a serious threat to the member's life; or
- (ii) a statutory declaration made by the employee stating that the employee requires or required leave during the period due to the death of the member.

#### **34.12. Special Personal/ Carers Leave**

- (a) An employee may make application to access personal/carers leave in extenuating circumstances not covered by person carers leave. This may include leave for matters arising from family and domestic violence as per clause 50.
- (b) Each application will be judged on its merits

#### **34.13. Service**

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

### **35. Parental Leave**

- 35.1 Employees are entitled to parental leave in accordance with the provisions of the NES. The employer will top up the federal governments paid parental leave scheme to the ordinary hourly rate of the employee.
- 35.2 In addition to the above entitlements, the employer will provide a further three (3) weeks paid parental leave.

### **36. Community Service Leave**

Community Service Leave shall be provided to employees where applicable in accordance with the NES

### **37. Ceremonial Leave**

Ceremonial leave shall be provided to employees where applicable in accordance with the NES

### **38. Superannuation**

- 38.1. The subject of superannuation is dealt with extensively by federal legislation including the Superannuation Guarantee (Administration) Act 1992, The Superannuation Guarantee Charge Act 1992, the Superannuation Industry (Supervision) Act 1993, and the Superannuation (Resolution of Complaints) Act 1993. This legislation, as varied from time to time, shall govern the superannuation rights and obligations of the parties.
- 38.2. MySuper product has the meaning given by the Superannuation Industry (Supervision) Act 1993 (Cth). Clause 20.4 of the Nurses Award 2010 will form part of this Agreement.

## Definitions

- 38.3. (a) **"Default fund"** means the Health Employees' Superannuation Trust Australia (H.E.S.T.A.)
- Should an employee fail to nominate a fund, the employer will choose the above approved fund as the default fund into which contributions shall be paid under this Agreement.
- (b) **"Complying Regulated fund"** means a superannuation fund that is regulated under the Superannuation Industry (Supervision) Act 1993 and has been issued with a Certificate of Compliance by the Australian Prudential Regulation Authority.
- (c) **"Ordinary-time earnings"** means remuneration for an employee's weekly number of hours of work, excluding overtime hours, calculated at the ordinary-time rate of pay, including the following when they make up the employee's regular weekly earnings:
- i. Monday to Friday shift premiums for ordinary hours of work;
  - ii. Weekend shift premiums for ordinary hours of work;
  - iii. Public holiday loadings;
  - iv. Any percentage addition payable to casual employees for ordinary hours or work;
  - v. Ordinary time allowances (not including expense related allowances);
  - vi. Payments made above the base rate for ordinary hours of work.
- (d) **"Qualified employee"** means:
- i. a full-time or part-time employee who has completed at least four weeks service in the industry of nursing. Provided that once this period has elapsed, payments shall be made for the entire period of service with the employer;
  - ii. a casual employee who has earned in excess of \$2,000.00 ordinary-time earnings during their employment with an employer in the course of any one year (1 July to 30 June). Provided further that any casual employee who is deemed to be a qualified employee prior to 8 July 1997 will continue to be qualified.

## Contributions

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

## 39. Salary Sacrifice to Superannuation

- 39.1. Salary Sacrifice to Superannuation means the option of making additional superannuation contributions by electing to sacrifice a portion of the gross earnings (pre tax dollars) under the

parent awards. This will give the effect of reducing the taxable income by the amount for salary sacrifice.

- 39.2. Salary sacrifice to superannuation shall be offered to employees by mutual agreement between the employee and employer.
- 39.3. Such election must be made prior to the commencement of the period of service to which the earnings relate.
- 39.4. One change of a sacrificed amount will be permitted in an employee's anniversary year, which is 12 months from the date of commencement of employment, without incurring an administration charge (\$50). Changing from full-time to part-time or part-time to full-time employment will not be classified as a change for administration charge purposes.
- 39.5. The amount sacrificed must not exceed any relevant superannuation guarantee contribution limit.
- 39.6. The sacrificed portion of salary reduces the salary subject to PAYG Taxation deductions.
- 39.7. Any allowance, penalty rate, overtime payment for unused leave entitlements, other than any payments for leave taken whilst employed, shall be calculated by reference to the salary which would have applied to the employee in the absence of any salary sacrifice to superannuation. Payment for leave taken whilst employed will be at the post salary sacrificed amount.
- 39.8. Salary sacrifice arrangements can be cancelled by either the employer or employee at any time provided either party gives one months notice. The employer has the right to withdraw from offering salary sacrifice to employees without notice if there is any alteration to relevant Australian Taxation legislation.
- 39.9. Contributions payable by the employer in relation to the Superannuation Guarantee Legislation shall be calculated by reference to the salary which would have applied to the employee under this Agreement in the absence of any salary sacrifice.
- 39.10. Employers will not use any amount that is salary sacrificed by an employee to negate contributions payable under the Superannuation Guarantee Legislation.
- 39.11. The employee shall have the portion of payable salary that is sacrificed paid as additional employer superannuation contributions into the same superannuation fund that receives the employer's SGC contributions.
- 39.12. Nothing in this clause shall affect the right of an employer to maintain alternate arrangements with respect to salary sacrifice for employees.

#### **40. Termination of Employment**

- 40.1. Employment, other than of a casual, will be terminated only by appropriate notice on either side or by the payment by the employer or forfeiture by the employee of wages in lieu of notice. Provided that employment may be terminated by part of the period of notice specified, and part payment or forfeiture, in lieu of the period of notice specified.
- 40.2. Notice of termination by the employer:

(a)	(i)	Period of Continuous Service	Minimum Period of Notice
		1 year or less	1 week
		More than 1 year but not more than 3 years	2 weeks

More than 3 years but not more than 5 years 3 weeks

More than 5 years 4 weeks

ii) A Director of Nursing shall be entitled to four weeks notice.

(b) Employees (other than casuals) aged 45 years or older will be entitled to an additional one week's notice if the employee has completed at least two years continuous service for the employer.

(c) Casuals are to be given notice to the end of the current shift worked.

#### 40.3. Notice by employee

(a) Other than the Clinical Co Ordinator /Director of Nursing , the notice of termination required to be given by an employee is the same as that required of the employer except that there is no requirement on the employee to give additional notice based on the age of the employee concerned. If an employee fails to give the required notice the employee may forfeit any monies due to the employee on termination under this Agreement or the NES, an amount not exceeding the amount the employee would have been paid under this Agreement in respect of the period of notice required by this clause less any period of notice actually given by the employee.

(b) A Director of Nursing shall give four (4) weeks' notice of termination in writing.

(c) Casuals shall only be required to give notice to the end of the current shift worked.

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

40.5. Employees who have accrued additional days off duty pursuant Clause 14, Hours of Work and Free Time of Employees Other Than Directors of Nursing, shall be paid for such accrued time at ordinary rate of pay upon termination.

## 41. Redundancy Application

41.1. (a) In accordance with the NES, the following employees are exempted from this clause:

- i. an employee employed for a specified period of time, for a specified task, or for the duration of a specified season;
- ii. an employee whose employment is terminated because of serious misconduct;
- iii. a casual employee;
- iv. an employee (other than an apprentice) to whom a training arrangement applies and whose employment is for a specified period of time or is, for any reason, limited to the duration of the training arrangement;
- v. an employee prescribed by the regulations as an employee to whom Division 11 of Part 2-2 of the Fair Work Act 2009 does not apply.

(b) Sub clause 41.1(a)(i) does not prevent this clause from applying to an employee if a substantial reason for employing the employee as described in that paragraph was to avoid the application of this clause.

## Redundancy

### 41.2. (a) Discussions Before Terminations

- i. Where the employer has made a decision that they no longer wish the job an employee has been doing to be done by anyone and that decision may lead to the termination of employment, the employer shall hold discussions with the employees directly affected and their workplace representatives.
- ii. The discussions shall take place as soon as practicable after the employer has made a definite decision which will invoke the provisions of subclause 41.2 (a) (i) and shall cover, and shall include any reasons for the proposed terminations, measures to avoid or minimise the terminations and measures to mitigate any adverse effects of any termination on the employees concerned.
- iii. For the purpose of the discussion the employer shall, as soon as practicable, provide to the employees concerned and if requested by the employee, any nominated employee representative which may be a union representative, all relevant information about the proposed terminations including the reasons for the proposed terminations, the number and categories of employees likely to be affected, and the number of employees normally employed and the period over which the terminations are likely to be carried out. Provided that any employer shall not be required to disclose confidential information the disclosure of which would adversely affect the employer.

## Termination of Employment due to Redundancy

### 41.3. (a) Notice for Changes in Production, Programme, Organisation or Structure

This sub-clause sets out the notice provisions to be applied to terminations by the employer for reasons arising from production, programme, organisation or structure.

- i. In order to terminate the employment of an employee the employer shall give to the employee the following notice:

<u>Period of continuous service</u>	<u>Period of notice</u>
Less than 1 year	1 week
1 year and less than 3 years	2 weeks
3 years and less than 5 years	3 weeks
5 years and over	4 weeks

- ii. In addition to the notice above, employees over 45 years of age at the time of the giving of the notice, with not less than two years continuous service, shall be entitled to an additional week's notice.
- iii. Payment in lieu of the notice above shall be made if the appropriate notice period is not given. Provided that employment may be terminated by part of the period of notice specified and part payment in lieu thereof.

### (b) Notice for Technological Change

This sub-clause sets out the notice provisions to be applied to terminations by the employer for reasons arising from "technology".



- i. In order to terminate the employment of an employee the employer shall give to the employee three months notice of termination.
- ii. Payment in lieu of the notice above shall be made if the appropriate notice period is not given. Provided that employment may be terminated by part of the period of notice specified and part payment in lieu thereof.
- iii. The period of notice required by this sub-clause to be given shall be deemed to be service with the employer for the purposes of the *Long Service Leave Act 1955*, or any Act amending or replacing the Act and Clause 30 Annual Leave.

(c) Time Off During the Notice Period

- i. During the period of notice of termination given by the employer, an employee shall be allowed up to one day's time off without loss of pay during each week of notice, to a maximum of five weeks, for the purpose of seeking other employment.
- ii. If the employee has been allowed paid leave for more than one day during the notice period for the purpose of seeking other employment, the employee shall, at the request of the employer, be required to produce proof of attendance at an interview or the employee shall not receive payment for the time absent.

(d) Employee Leaving During the Notice Period

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

(e) Statement of Employment

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

(f) Notice to Centrelink

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

(g) Centrelink Employment Separation Certificate

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

(h) Transfer to Lower Paid Duties

Where an employee is transferred to lower paid duties as a consequence of their position being made redundant, the employee shall be entitled to the same period of notice of transfer as the employee would have been entitled to if the employee's employment had been terminated, and the employer may at the employer's option make payment in lieu

thereof of an amount equal to the difference between the former ordinary-time rate of pay and the new ordinary-time rate for the number of weeks notice still owing.

### Severance Pay

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

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

<u>Years of Service</u>	<u>Entitlement</u>
Less than 1 year	Nil
1 year and less than 2 years	4 weeks
2 years and less than 3 years	7 weeks
3 years and less than 4 years	10 weeks
4 years and less than 5 years	12 weeks
5 years and less than 6 years	14 weeks
6 years and over	16 weeks

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

<u>Years of Service</u>	<u>Entitlement</u>
Less than 1 year	Nil
1 year and less than 2 years	5 weeks
2 years and less than 3 years	8.75 weeks
3 years and less than 4 years	12.5 weeks
4 years and less than 5 years	15 weeks
5 years and less than 6 years	17.5 weeks
6 years and over	20 weeks

iii. "**Week's pay**" means the all-purpose rate of pay for the employee concerned at the date of termination. For the purposes of this clause, in addition to the ordinary rate of pay and over-agreement payments, all allowances, penalties or shift payment to which the nurse would be entitled shall form part of an employee's regular "week's pay".

For the purpose of this subparagraph the following allowances in Clause 22 Special Allowances shall form part of the employee's "week's pay"; sub-clauses 22.1(a) and 22.1(b), 22.2 (a) and (c).

iv. A "**week's pay**" for a particular employee shall be determined according to the average week's pay received by the employee in the period immediately prior to their last date of employment equal to the number of weeks of severance pay to which the employee is entitled under (a) (1) and (2) of this sub-clause.

v. The employer shall also pay the following amounts to any employee terminated pursuant to this clause:

- A Pro rata long service leave; and
- B Accrued annual leave.

(b) Incapacity to Pay

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

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

(c) Alternative Employment

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

## **42. Staff Amenities**

The employer shall provide for the use of employees:

- 42.1. A suitable changing room and adequate washing and toilet facilities;
- 42.2. A locker fitted with lock and key or other suitable place for the safe keeping of clothing and personal effects of such employee;
- 42.3. The Employer shall provide the employee with tea, coffee, milk and sugar for the employee's consumption during meal and tea breaks.

## **43. Nurses Education**

- 43.1. The Employer recognises that training/education is essential for the maintenance and development of knowledge and skills. The Employer will continue to provide and support training/education opportunities where possible.

### **43.2. Mandatory Professional Development**

Employees are required to complete compulsory and/or mandatory training relevant to their role and work area by the employer. To complete compulsory and/or mandatory training or attend internal or external professional development training, workshops or programs at the direction of the employer, the employer shall be responsible for the cost of the program and employees are considered to be 'on duty'.

It is the intention of the employer that all compulsory and or mandatory training will be completed in work hours. Where an employee is required to attend compulsory training outside of the ordinary hours of work there will be a minimum engagement of 4 hours.

### **43.3. Study/Professional Development Leave**

Employees may make application to the employer to access study/professional development leave. Each application will be assessed on its merits in the context of the applicability of the conference/seminar.

Reasonable travel, accommodation and registration costs may be paid by the employer where the employee's attendance is approved.

#### **43.4. Maintenance of Professional Registration**

In order to assist with the continuing professional development requirements of the Board, Registered Nurses and Enrolled Nurses may be provided access to training and reimbursement of costs associated with the training. This training may involve any combination of the following and must be approved by management:

- Writing or reviewing workplace education sessions
- Presenting or attending at workplace education sessions
- Attendance or presentation at external conferences, lectures, seminars or professional meetings
- Undertaking relevant online or face to face undergraduate or post graduate studies which are relevant to their clinical practice.

#### **44. Medical Examination of Nurses**

On commencement of employment the employee shall be notified of the availability of the following provisions which the employer shall provide at the request of the employee:

44.1. For protection against communicable diseases:

- (a) where a nurse has not had a complete course of immunisation against diphtheria, tetanus, poliomyelitis, measles, mumps and hepatitis, immunisation against those diseases;
- (b) booster immunisation against tetanus at 10-year intervals;
- (c) a rubella antibody test and, where a nurse has a negative result, rubella immunisation.

44.2. For protection against radiation exposure, nurses required to work in close proximity to a source of ionising radiation should be provided with a film badge or personal radiation dosimeter, and a record should be maintained of the radiation exposure measured by such film badge or dosimeter.

44.3. The costs involved in the above and other mandatory screening and protection procedures should be borne by the employer.

#### **45. Labour Flexibility**

45.1. An employer may direct an employee to carry out duties as are within the limits of the employee's skill, competence and training. Such duties may include work which is incidental or peripheral to the employee's main tasks provided that such duties are not designed to promote deskilling.

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

45.3. Except as hereinafter provided, nurses, enrolled nurses and assistants-in-nursing shall not be required to perform, as a matter of routine, the following duties: washing, sweeping, polishing and/or dusting of floors, walls or windows of wards, corridors, annexes, bathrooms or verandas, nor any duties which are generally performed by classifications other than nursing staff: but this provision shall not preclude the employment of nurses, enrolled nurses and assistants-in-nursing

on any of such duties in an isolation block or where the performance of those duties involves disinfection.

- 45.4. Nothing in sub-clause 45.1 of this clause shall preclude an enrolled nurse or an assistant-in-nursing from being required to perform all or any of the specified duties during the first thirteen weeks of training or experience, as the case may be.
- 45.5. Nothing in sub-clause 45.1 of this clause shall preclude any employee from being required to perform all or any of the specified duties at any time when domestic staff is not available to perform them; provided that the employer has made all reasonable efforts to obtain domestic staff.

#### **46. Attendance at Meetings and Fire Drills**

- 46.1. Any employee required to work outside the ordinary hours of work in satisfaction of the requirements of fire safety and emergency response procedures required by the Private Health Facilities Act Regulations 2010 shall be entitled to be paid the "ordinary rate" for the actual time spent in meeting such requirements. In lieu of receiving payment employees may, with the agreement of the employer, be permitted to be free from duty for a period of time equivalent to the period spent in attendance on such duties. Such time spent in attendance shall not be viewed as overtime for the purposes of this Agreement.
- 46.2. Any employee required to attend Occupational Health and Safety Committee meetings in the capacity of employee representative shall, if such meetings are held outside the ordinary hours of work, be entitled to receive payment at the "ordinary rate" for the actual time spent in attendance at such meetings. In lieu of receiving payment, employees may with the agreement of the employer be permitted to be free from duty for a period of time equivalent to the period spent in attendance at such meetings. Such time spent in attendance shall not be viewed as overtime for the purposes of this Agreement.
- 46.3. For the purposes of this clause "ordinary rate" shall include amounts payable under Clause 20, Salaries, and regularly paid under Clause 22, Special Allowances, sub-clauses 22.1 and 22.2, of this Agreement; plus, where appropriate, the casual loading, for employees engaged otherwise than as a full-time or part-time employee.

#### **47. Workload Management**

- 47.1. The Employer has a responsibility to provide reasonable workloads for nurses.
- 47.2. Reasonable workload principles

The following principles shall be applied in determining or allocating a reasonable workload for a nurse:

- (a) the workload assessment, will take into account demand by way of clinical assessment, including acuity; skill mix, including specialisation where relevant; and geographical and other local requirements/resources;
- (b) the work performed by the Employee will be able to be satisfactorily completed within the ordinary hours of work assigned to the Employee in their roster cycle;
- (c) the work will be consistent with the duties within the Employee's classification description and at a professional standard so that the care provided or about to be provided to a patient or client shall be adequate, appropriate and not adversely affect the rights, health or safety of the patient, client or nurse;

- (d) the workload expected of an Employee will not be unfair or unreasonable having regard to the skills, experience and classification of the Employee for the period in which the workload is allocated;
- (e) an Employee will not be allocated an unreasonable or excessive nursing workload or other responsibilities except in emergency or extraordinary circumstances of an urgent nature;
- (f) an Employee shall not be required to work an unreasonable amount of overtime; and
- (g) an Employee's workload will not prevent reasonable and practicable access to Study Leave, together with 'in-house' courses or activities, and mandatory training and education.

47.3. Any dispute will be settled in accordance with clause 9, Dispute Resolution Procedure.

## **48. Annual Closedown Provision**

The employer may temporarily close part or the whole of the hospital during the Christmas/New Year period (unless there are exceptional circumstances) subject to the following:

- 48.1. (a) Where practicable, the employer will give at least three (3) months, but in any event no less than six weeks, notice of the dates of the closedown; all prospective employees will be advised of any closedown in the letter offering them employment.
- (b) The period of closedown is no greater than 4 weeks of annual leave ie twenty working days.
- (c) The employer shall advise staff of the close down as soon as they become aware of the need for one.
- (d) Employees shall be notified in writing
- 48.2. An employee with an entitlement to annual leave and / or accumulated Additional Days Off (ADOs) sufficient to cover the closedown period will be required to access their accumulated annual leave and / or ADOs for the period of the closedown. The employee may choose the combination of annual leave and accrued ADOs to use to cover the closedown period.
- 48.3. Where an employee has an entitlement to annual leave which is less than the period of the closedown, the employee will have to choose one the following four options to cover the difference between their current annual leave entitlement and the length of the closedown:
  - (a) subject to Employer approval temporary reassignment to another part of the Hospital; or
  - (b) access any accrued ADOs; or
  - (c) take annual leave or Long Service Leave accrued; or
  - (d) take leave without pay.

By mutual agreement between the employer and employee, more than one of the options available under this sub-clause 48.3 may be used to cover the difference between an employee's current annual leave entitlement and the length of the closedown.

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

## **49. Recognition of Union Representatives**

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

- 49.2. The employer will recognise two union representatives from the NSW Nurses' and Midwives' Association, upon receipt of written notification.
- 49.3. Union representatives will be released from work in paid time to attend union business in accordance with the following:
- (a) up to three (3) days per calendar year to be shared by the two appointed representatives to attend training facilitated by the Union to increase awareness and knowledge of workplace issues and/or consultative mechanisms and/or statutory entitlements and obligations, which will contribute to a more productive, aware and harmonious workplace environment; or
  - (b) up to three (3) days leave to be shared by two representatives to attend either; the NSWNMA Annual Conference;
  - (c) a minimum of four (4) weeks' written notice, or less by agreement, must be provided to the employer of a request to attend such union business. The notice must specify the time and nature of the union business; and
  - (d) subject to operational requirements an employer shall not unreasonably refuse such a request .
- 49.4. A union representative will be provided with reasonable access to telephone, internet, email, facsimile, photocopying, notice boards and meeting facilities (where available) for the purpose of carrying out work as a Union representative.

## **50. Family and Domestic Violence**

### **50.1 Definitions**

- (a) Family and Domestic Violence includes acts or threats of violence, not including acts of self-defence, committed by a current or former spouse of the victim, by a person with whom the victim shares a child in common, by a person who is cohabitating with or has cohabitated with the victim, by a person who is or has been in a continuing social relationship of a romantic or intimate nature with the victim, or a person who is or has continually or at regular intervals lived in the same household as the victim.
- (b) Family and Domestic Violence includes physical, sexual, financial, verbal, psychological or emotional abuse by a family member.
- (c) An employee may, for the purposes of this clause, be required to produce suitable evidence of Family and Domestic Violence, such as documents issued by the Police Service, a Court, a Doctor, a Domestic Violence Support Service, a Lawyer or counselling professional or by statutory declaration.

### **50.2 Measures**

- (a) No adverse action will be taken against an employee on the basis of being the victim of Family and Domestic Violence.
- (b) All personal information concerning Family and Domestic Violence will be kept confidential in line with the Employer's Privacy Policy and relevant legislation.
- (c) The employer will identify a contact within the organisation with whom the employee can make contact for the purposes of this clause.
- (d) Upon receipt of a reasonable request from an employee who has satisfied the criteria of this clause, the Employer, will, subject to operational requirements facilitate flexible working arrangements, which may include:

- (i) changes to working times and to work location;
  - (ii) changes to telephone numbers and/or email addresses.
  - (iii) any other appropriate measure including those available under existing provisions for family friendly and flexible work arrangements.
- (e) An employee experiencing family and domestic violence may be referred to the Employee Assistance Program (EAP) and/or other local resources that include professionals trained specifically in family and domestic violence.

### **50.3 Family and Domestic Violence Leave**

- (a) A full time or part time employee who has established evidence of being the victim of Family or Domestic Violence with their employer may utilise the following leave entitlements for medical appointments, legal proceedings and other activities related to Family and Domestic Violence.
- (i) Personal/Carer's Leave provided the employee maintains a reserve of at least 1 week;
  - (ii) Where leave entitlements in sub-clause (i) above are exhausted the employer shall grant up to 5 days' special leave on ordinary pay per calendar year to be used for absences from the workplace;
  - (iii) Where leave entitlements in sub-clauses (i) & (ii) above are exhausted the employer shall permit access to unused Annual Leave and when exhausted unpaid leave.
- (b) Casual employees will be entitled to unpaid Family and Domestic leave.
- (c) This leave may be taken as consecutive or single days or as a fraction of a day:
- (d) An employee who supports a person experiencing family and domestic violence may use their existing carer's leave, and if exhausted, annual leave and if exhausted unpaid leave to accompany the person on activities related to the family and domestic violence, or to mind the children of the person.



**Table 1 – Salaries**

Classification	CURRENT RATE	Column 2	Column 3	Column 4
	Column 1			
	Current	FFPP When Agreement is made	FFPP on and after 1 <sup>st</sup> January 2019	FFPP on after 1 <sup>st</sup> January 2020
	\$ Per Week	3.75%	2.25%	2%
	\$ Per Week	\$ Per Week	\$Per Week	
<b>Assistant in Nursing and Trainee Enrolled Nurse</b>				
First year of experience	\$771.49	\$800.42	\$818.43	\$834.80
Second year of experience	\$796.19	\$826.05	\$844.63	\$861.53
Third year of experience	\$820.88	\$851.66	\$870.83	\$888.24
Thereafter	\$846.83	\$878.59	\$898.35	\$916.32
<b>Enrolled Nurse</b>				
First year of experience	\$946.90	\$982.41	\$1,004.51	\$1,024.60
Second year of experience	\$967.70	\$1,003.99	\$1,026.58	\$1,047.11
Third year of experience	\$988.61	\$1,025.68	\$1,048.76	\$1,069.74
Fourth year of experience	\$1,009.65	\$1,047.51	\$1,071.08	\$1,092.50
Thereafter	\$1,030.57	\$1,069.22	\$1,093.27	\$1,115.14
<b>Enrolled Nurse – Medication Endorsed</b>				
First year of experience	\$965.86	\$1,002.08	\$1,024.63	\$1,045.12
Second year of experience	\$987.13	\$1,024.15	\$1,047.19	\$1,068.13
Third year of experience	\$1,008.30	\$1,046.11	\$1,069.65	\$1,091.04
Fourth year of experience	\$1,029.83	\$1,068.45	\$1,092.49	\$1,114.34
Thereafter	\$1,051.23	\$1,090.65	\$1,115.19	\$1,137.49
<b>Nurse Undergoing pre-registration training</b>	\$925.73	\$960.44	\$982.05	\$1,001.70
<b>Registered Nurse</b>				
First year of experience	\$1,073.73	\$1,113.99	\$1,139.06	\$1,161.84
Second year of experience	\$1,132.09	\$1,174.54	\$1,200.97	\$1,224.99
Third year of experience	\$1,190.56	\$1,235.21	\$1,263.00	\$1,288.26
Fourth year of experience	\$1,253.07	\$1,300.06	\$1,329.31	\$1,355.90
Fifth year of service	\$1,315.20	\$1,364.52	\$1,395.22	\$1,423.13
Sixth year of service	\$1,377.47	\$1,429.13	\$1,461.28	\$1,490.51
Seventh year of service	\$1,448.17	\$1,502.48	\$1,536.28	\$1,567.01
Eighth year of service	\$1,507.93	\$1,564.48	\$1,599.68	\$1,631.67
Clinical Nurse Co Ordinator				
Level I	\$1,569.27	\$1,628.12	\$1,664.75	\$1,698.05
Level II	\$1,726.20	\$1,790.93	\$1,831.23	\$1,867.85

<b>Clinical Nurse Educator -</b>				
First year of experience	\$1,740.77	\$1,806.05	\$1,846.68	\$1,883.62
Second year of experience	\$1,789.82	\$1,856.94	\$1,898.72	\$1,936.69
Third year of experience	\$1,833.73	\$1,902.49	\$1,945.30	\$1,984.21
Fourth year of experience	\$1,929.39	\$2,001.74	\$2,046.78	\$2,087.72
Fifth year of experience	\$2,034.35	\$2,110.64	\$2,158.13	\$2,201.29
<b>Director of Nursing</b>				
Less than 100 beds	\$1,981.25	\$2,055.55	\$2,101.80	\$2,143.83

**Table 2 – Other Rates and Allowances**

Item No	Clause No.	Brief Description	CURRENT RATE			
			Column 1	Column 2	Column 3	Column 4
				FFPP on after Agreement is made	FFPP on after 1/1/19	FFPP on after 1/1/20
1	22.1(a)	In charge of hospital	\$25.22	\$26.17	\$26.76	\$27.29
2	22.2(a)	On call	\$22.67	\$23.52	\$24.05	\$24.53
3	22.2(b)	On call on rostered days off	\$44.76	\$46.44	\$47.48	\$48.43
4	22.2(c)	On call during meal break	\$12.59	\$12.59	\$12.59	\$12.59
5	22.3	Lead apron allowance	\$1.79	\$1.86	\$1.90	\$1.94
6	22.2(d)	Use of Private Vehicle	\$0.83	\$0.86	\$0.88	\$0.90
7	25.3(a)	Uniforms	\$6.88	\$6.88	\$6.88	\$6.88
8	25.3(a)	Shoes	\$2.12	\$2.20	\$2.25	\$2.29
9	25.3(b)	Stockings	\$3.57	\$3.70	\$3.79	\$3.87
10	25.3(c)	Cardigan or jacket	\$2.08	\$2.16	\$2.21	\$2.25
11	25.3(d)	Laundry	\$5.72	\$5.93	\$6.07	\$6.19
12	25.3(f)	Socks	\$0.71	\$0.74	\$0.76	\$0.78
13	27.8	Meal on overtime	\$19.55	\$20.28	\$20.74	\$21.15
14	27.9	Breakfast	\$3.98	\$4.13	\$4.23	\$4.31
15	27.9	Other meals	\$7.23	\$7.50	\$7.67	\$7.82

**EMPLOYER: BATHURST PRIVATE HOSPITAL PTY LTD**

Signature Page for the Bathurst Private Hospital and NSWNMA/ANMF

Enterprise Agreement 2017-2020



.....

Mr Jonathan Edelstein

Director : Bathurst Private Hospital Pty Ltd T/A Bathurst Private Hospital

75-85 Crown St

WOOLLOOMOO NSW 2012

Witness Name: NICCI TAYLOR  
.....

Witness Address 15 MENDEL DR KESO  
.....

Date. 29.8.2018  
.....

As the Director of Bathurst Private Hospital Pty Ltd T/A Bathurst Private Hospital Mr Edelstein is authorized to sign this Agreement on behalf of the employer

*Brett Holmes*

Brett Howard Holmes  
Branch Secretary  
Australian Nursing and 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  
Australian Nursing and 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 40 of the Rules of the Australian Nursing and Midwifery Federation and as bargaining representative in accordance with the Fair Work Act 2009.*



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Wednesday 29<sup>th</sup> August 2018

Assistant to Commissioner McKinnon  
Fair Work Commission

**Applicant:** Bathurst Private Hospital Pty Ltd

Section 185- Application for approval of a single enterprise agreement

**Undertaking section 190**

**Re: Agreement no 2018/1916 Bathurst Private Hospital and  
NSWNMA/ANMF Enterprise Agreement 2017-2020**

I Jonathan Edelstein, Director, give the following undertaking with respect to the Bathurst Private Hospital and NSWNMA /ANMF Enterprise Agreement 2017-2020.

I undertake that pursuant to clause 26 of this Agreement, the higher duties allowance will be paid to any employee covered by this Agreement when they relieve in a higher classification for three (3) days or more.

A copy of this undertaking will be affixed to all copies of the Agreement distributed by the employer

This undertaking is provided on the basis of queries raised by the Commission in the application before the Commission.

Yours faithfully

A handwritten signature in black ink, appearing to read "Jonathan Edelstein". The signature is fluid and cursive, with a large initial "J" and "E".

Jonathan Edelstein  
Director