



DECISION

Fair Work Act 2009
s.185—Enterprise agreement

St Vincent's Private Hospital Sydney
(AG2019/1461)

ST VINCENT'S PRIVATE HOSPITAL NURSES' ENTERPRISE AGREEMENT 2019

Health and welfare services

DEPUTY PRESIDENT MILLHOUSE

MELBOURNE, 26 AUGUST 2019

Application for approval of the St Vincent's Private Hospital Nurses' Enterprise Agreement 2019.

[1] An application has been made for approval of an enterprise agreement known as the *St Vincent's Private Hospital Nurses' Enterprise Agreement 2019* (Agreement). The application was made pursuant to s.185 of the *Fair Work Act 2009* (Act). It has been made by St Vincent's Private Hospital Sydney (Employer). The Agreement is a single enterprise agreement.

[2] The Employer has provided written undertakings. 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, 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] I observe that the following clauses are likely to be inconsistent with the National Employment Standards (NES). However, noting clause 6 of the Agreement, I am satisfied the more beneficial entitlements of the NES will prevail where there is an inconsistency between the Agreement and the NES:

- Clause 33(i) of the Agreement, which expresses the entitlement to personal/carer's leave in hours rather than days; and
- Clause 36(xvi) of the Agreement, which states that where, because of an illness or risk associated with pregnancy, an employee will be transferred to a position which is "as close as possible in status and salary" as the employee's substantive position.

[5] The Australian Nursing and Midwifery Federation, 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.

[6] The Agreement is approved and, in accordance with s.54 of the Act, will operate from 2 September 2019. The nominal expiry date of the Agreement is 31 December 2021.



DEPUTY PRESIDENT

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Annexure A

IN THE FAIR WORK COMMISSION

FWC Matter No:
AG2019/1461

Applicant:
St Vincent's Private Hospital Sydney (SVPS)

Section 185 – Application for approval of a single enterprise agreement

UNDERTAKINGS

I, Steve Ralphs, Manager Human Resources, for SVPS, give the following undertakings in accordance with section 190 of the *Fair Work Act 2009* with respect to the *St Vincent's Private Hospital Nurses' Enterprise Agreement 2019 (the Agreement)*:

1. In accordance with clause 3, the nominal expiry date for this Agreement is 31 December 2021
2. A new subclause will be included at 12.2 as follows
 - (vii) *A casual employee who works ordinary hours in accordance with clause 28 of the Agreement, thereby entitling the employee to payment of applicable shift penalties (excluding weekend work), will be entitled to payment of the casual loading in addition to the shift penalties.*
3. Clause 12.2(v) of the Agreement will be amended - as underlined:

For weekend work, casual employees shall in lieu of all other penalty rates and the prescribed casual loading in subclause (ii), receive the following loadings:

(1) Casuals (excluding AINs):

 - (1) *58.3% for work between midnight Friday and midnight Saturday;*
 - (2) *83.3% for work between midnight Saturday and midnight Sunday;*

(2) A casual AIN:

 - (1) *65% for work between midnight Friday and midnight Saturday;*
 - (2) *92% for work between midnight Saturday and midnight Sunday;*

in addition to their ordinary rate.
4. Clause 12.1(i)(a) of the Agreement will be amended - as underlined:

A part-time employee is one who is permanently appointed by the Employer to work a specified number of hours which are less than those prescribed for a full-time employee, to be worked in accordance with a roster. Before commencing part-time employment, the Employer and Employee will agree in writing on the specified number of hours.



Steve Ralphs
Manager Human Resources
22 August 2019

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.



ST VINCENT'S PRIVATE HOSPITAL NURSES' ENTERPRISE AGREEMENT 2019

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PART I – AGREEMENT

1. Name of the Agreement

This enterprise agreement will be known as and referred to as the St Vincent’s Private Hospital Nurses’ Enterprise Agreement 2019 (“the Agreement”).

2. Coverage

This agreement will cover:

- (i) St Vincent’s Private Hospital Sydney, Victoria Street, Darlinghurst (referred to as “the Employer” or “the Hospital”) (ABN: 99 269 630 262);
- (ii) in accordance with the requirements of the Fair Work Act 2009 the Australian Nursing and Midwifery Federation NSW Branch (“ANMF NSW Branch”) (ABN 63 398 164 405) (“the Association”) located at 50 O’Dea Avenue, Waterloo, Sydney, New South Wales, 2017; and
- (iii) all nursing staff employed by the employer at St Vincent’s Private Hospital Sydney and within the classifications of work contained in the Agreement.

3. Date and Period of Operation

- (i) This Agreement shall commence operation from the 7th day after the agreement is approved by the Fair Work Commission (“FWC”) and will remain in place until 31 December 2021 or thereafter in accordance with the Fair Work Act 2009.
- (ii) Discussions for a new agreement shall commence 6 months before the nominal expiry date of this Agreement.

4. Scope of Agreement

Except as otherwise indicated herein, this Agreement sets out and is intended to set out comprehensively, all of the terms and conditions of employment of the employees whose employment is subject to this Agreement.

5. Posting of the Agreement

A copy of this Agreement shall be displayed in a conspicuous and convenient place at the workplace, and made available on the Hospital Intranet so as to be easily read by all employees.

6. Relationship to the NES

Entitlements in accordance with the National Employment Standards (“NES”) are provided for under the *Fair Work Act 2009*. Where this Agreement also has provisions regarding matters dealt with under the NES and the provisions in the NES set out in the Act are more favourable to an Employee in a particular respect than those provisions, then the NES will prevail in that respect and the provisions dealing with that matter in this Agreement will have no effect in respect of that Employee. The provisions in this Agreement otherwise apply.

7. Definitions

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

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

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

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

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

"**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 1976 hours of employment.

"**Ordinary rate**" means the rate of pay payable to the employee for his or her ordinary hours of work, but does not include any loadings, penalties, allowances or overtime unless otherwise stated in this Agreement.

"**Service**" for the purpose of clause 16, Salaries, means service before or after the commencement of this Agreement in New South Wales or elsewhere as a registered nurse, provided that all service recognised prior to the commencement of this Agreement shall continue to be recognised.

To the foregoing shall be added any actual periods on and from January 1971 during which a registered nurse undertook a Diploma, Associate Diploma, Undergraduate or Postgraduate qualification in Nursing that is relevant to the employee's speciality or position and recognised by the Australian Qualification Framework (AQF).

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

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

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

"**Immediate family**" of an employee means:

- (i) a spouse, de facto partner, child, parent, grandparent, grandchild or sibling of the employee; or
- (ii) a child, parent, grandparent, grandchild or sibling of a spouse or de facto partner of the employee.
- (iii) spouse includes a former spouse.

- (iv) de facto partner of an employee:
 - (a) means a person who, although not legally married to the employee, lives with the employee in a relationship as a couple on a genuine domestic basis (whether the employee and the person are of the same sex or different sexes); and
 - (b) includes a former de facto partner of the employee.

8. Recognition of Service and Experience

- (i) The Employer shall notify each nurse in writing of the requirements of this clause at the time of the nurse's commencement of employment. If the Employer does not so notify the nurse then the requirements of this clause shall not commence until the employer does so notify the nurse.
- (ii) From the time of commencement of employment the nurse has 3 months in which to provide documentary evidence to their employer detailing any other 'service' or 'experience', as defined in Clause 7, Definitions, not disclosed at the time of commencement. This evidence, in the absence of other documentary evidence may take the form of a statutory declaration.
- (iii) Until such time as the nurse furnishes any such documentation contemplated in (ii) above the Employer shall pay the nurse at the level for which documentary evidence has been provided.
- (iv) If within 3 months of commencing employment a nurse does provide documentary evidence of other previous service or experience not disclosed at the time of commencement, the Employer shall pay the nurse at the appropriate rate as and from the date of commencement that would have been paid from that date had the additional evidence been provided at that time.
- (v) If a nurse provides documentary evidence of other previous service or experience not disclosed at the time of commencement after the said 3 months period, the nurse shall be paid a rate appropriate for the previous service or experience then proved but only from the date of providing that evidence to the Employer.
- (vi) A nurse who is working as a nurse for more than one organisation shall notify the Employer within one month of the end of each quarter of their hours of service or experience, as appropriate, worked with those other employers in the last quarter.
- (vii) A nurse who is entitled to progress to the next year of service or experience (by reason of hours worked with other employers) as and from a particular date must provide documentary evidence of that entitlement within 3 months of that entitlement arising. If that proof is so provided the nurse shall be paid at the higher rate as and from the particular date. If the documentary evidence is provided outside that 3 month period the nurse shall be paid at the higher rate only from the date of proof.

PART II – GENERAL TERMS

9. Agreement Flexibility

- (i) The Employer and an employee covered by this enterprise agreement may agree to make an individual flexibility arrangement to vary the effect of terms of the agreement where:
 - (a) the agreement deals with 1 or more of the following matters:

- (1) arrangements about when work is performed in relation to the timing of breaks and time off in lieu of overtime;
 - (2) the simplification of allowances and the inclusion of allowances in the ordinary rate; and
 - (3) the inclusion of leave loading in the ordinary rate,
 - (b) the arrangement meets the genuine needs of the employer and employee in relation to 1 or more of the matters mentioned in paragraph (a); and
 - (c) The Employer and the individual employee must have genuinely made the agreement without coercion or duress.
- (ii) The Employer must ensure that the terms of the individual flexibility arrangement:
- (a) are about permitted matters under section 172 of the *Fair Work Act 2009*; and
 - (b) are not unlawful terms under section 194 of the *Fair Work Act 2009*; and
 - (c) result in the employee being better off overall than the employee would be if no arrangement was made.
- (iii) The Employer must ensure that the individual flexibility arrangement:
- (a) is in writing; and
 - (b) includes the name of the employer and employee; and
 - (c) is signed by the employer and employee and if the employee is under 18 years of age, signed by a parent or guardian of the employee; and
 - (d) includes details of:
 - (1) the terms of the enterprise agreement that will be varied by the arrangement; and
 - (2) how the arrangement will vary the effect of the terms; and
 - (3) how the employee will be better off overall in relation to the terms and conditions of his or her employment as a result of the arrangement; and
 - (e) states the day on which the arrangement commences.
- (iv) The Employer must give the employee a copy of the individual flexibility arrangement within 14 days after it is agreed to.
- (v) The Employer or employee may terminate the individual flexibility arrangement:
- (a) by giving no more than 28 days written notice to the other party to the arrangement; or
 - (b) if the employer and employee agree in writing — at any time.

10. Resolution of Disputes

- (i) All parties must use their best endeavours to cooperate in order to avoid any grievances and/or disputes. A dispute may be about any matter.
- (ii) Where a dispute relating to any employment matter including the National Employment Standards and any matters under this Agreement, arises in the Hospital regardless of whether it relates to an individual nurse or to a group of nurses, the dispute must be discussed in the first instance by the nurse(s) (or the Association or another workplace representative on behalf of the nurse(s) if the nurse(s) so request(s)) and the immediate supervisor of that nurse(s).

- (iii) If the dispute is not resolved within a reasonable time it must be referred by the nurse(s)' immediate supervisor to more senior levels of management of the Hospital as appropriate. Discussions at this level must take place and be concluded within 2 working days of referral or such extended period as may be agreed.
- (iv) A party to the dispute may appoint another person, organisation or association, which may be the Association, to accompany or represent them in relation to the dispute.
- (v) If a dispute in relation to a matter arising under the agreement or the NES is unable to be resolved at the workplace, and all agreed steps for resolving it have been taken, the dispute may be referred to the Fair Work Commission (FWC) for resolution by conciliation and, where the matter in dispute remains unresolved, arbitration.
- (vi) It is a term of this agreement that while the dispute resolution procedure is being conducted work shall continue according to the custom and practice before the dispute arose unless an employee has a reasonable concern about an imminent risk to his or her health or safety.
- (vii) If arbitration is necessary the FWC may exercise the procedural powers in relation to hearings, witnesses, evidence and submissions which are necessary to make the arbitration effective.
- (viii) The above steps shall take place within seven days (health and safety matters are exempt from this clause).

11. Consultation Regarding Change

- (i) 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

- (ii) For a major change referred to in paragraph (i)(a):
 - (a) the employer must notify the relevant employees of the decision to introduce the major change; and
 - (b) subclauses (iii) to (ix) apply.
- (iii) The relevant employees may appoint a representative for the purposes of the procedures in this term.
- (iv) 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.

- (v) As soon as practicable after making its decision, the employer must:
 - (a) discuss with the relevant employees:
 - (1) the introduction of the change; and
 - (2) the effect the change is likely to have on the employees; and
 - (3) 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:
 - (1) all relevant information about the change including the nature of the change proposed; and
 - (2) information about the expected effects of the change on the employees; and
 - (3) any other matters likely to affect the employees.
- (vi) However, the employer is not required to disclose confidential or commercially sensitive information to the relevant employees.
- (vii) The employer must give prompt and genuine consideration to matters raised about the major change by the relevant employees.
- (viii) If a term in this agreement provides for a major change to production, program, organisation, structure or technology in relation to the enterprise of the employer, the requirements set out in paragraph (ii)(a) and subclauses (iii) and (v) are taken not to apply.
- (ix) 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

- (x) For a change referred to in paragraph (i)(b):
 - (a) the employer must notify the relevant employees of the proposed change; and

- (b) subclauses (xi) to (xv) apply.
- (xi) The relevant employees may appoint a representative for the purposes of the procedures in this term.
- (xii) 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.
- (xiii) 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:
- (1) all relevant information about the change, including the nature of the change; and
- (2) information about what the employer reasonably believes will be the effects of the change on the employees; and
- (3) 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).
- (xiv) However, the employer is not required to disclose confidential or commercially sensitive information to the relevant employees.
- (xv) The employer must give prompt and genuine consideration to matters raised about the change by the relevant employees.
- (xvi) In this term:

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

PART III – EMPLOYMENT MATTERS

12. Part-Time and Casual Employees

12.1 Part-time Employees

- (i)

- (a) A part-time employee is one who is permanently appointed by the Employer to work a specified number of hours which are less than those prescribed for a full-time employee, to be worked in accordance with a roster.
 - (b) By agreement between the Employer and employee, the specified number of hours may be balanced over a week, a fortnight or 4 weeks.
 - (c) An employee whose hours are averaged over 4 weeks shall be paid each week or fortnight according to the employee's average weekly or fortnightly hours as is appropriate.
 - (d) Provided further that there shall be no interruption to the continuity of employment merely by reason of an employee whose hours are balanced over a fortnight or over 4 weeks not working in any one week in accordance with paragraph (b).
- (ii) Part time employees shall be paid an hourly rate calculated on the basis of one thirty-eighth of the appropriate rate prescribed by Clause 16, Salaries, of this Agreement and, where applicable, one thirty-eighth of the appropriate allowance or allowances prescribed by Clause 17, Special Allowances, of this Agreement, with a minimum payment of 4 hours for each start, and one thirty-eighth of the appropriate allowances prescribed by Clause 20, Uniform and Laundry Allowances of this Agreement, but shall not be entitled to an additional day off or part thereof, as prescribed by subclauses (iii) and (v) of Clause 25, Hours of Work and Free Time of Employees.
 - (iii) Four weeks' Annual Leave at the employee's ordinary rate is to be granted per annum. Annual leave shall accrue progressively during a year of service according to the employee's ordinary hours of work and accumulates from year to year. The provisions of subclauses (v) to (x), (xii) and (xiii) of Clause 30, Annual Leave and Public Holidays, and Clause 31, Annual Leave Loading, of this Agreement shall apply to employees engaged under 12.1 of this clause. The remaining provisions of Clause 30, Annual Leave and Public Holidays, shall not apply.
 - (iv) A public holiday occurring on an ordinary working day shall be allowed to employees without loss of pay provided that an employee who is required to and does work on a public holiday will be paid for the time actually worked at the rate of time and one half in addition to their weekly ordinary rate for a minimum of four (4) hours work, and any balance of the day or shift not worked will be paid at ordinary rates.
 - (v) To the leave prescribed by subclause (iv) of 12.1 –Part-time Employees, of this clause there shall be added one working day for each public holiday or one half working day for each half public holiday which occurs on what would have been an ordinary working day during a period of annual leave.
 - (vi) Public holidays observed under this Agreement are:
 - (a) 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 or half day declared under the *Public Holidays Act 2010 (NSW)* (or its successor) as a public holiday or a local event day within the area in which the Hospital is situated, and
 - (b) In addition to those public holidays prescribed in subclause (a), there will be an extra public holiday each year. This additional day's holiday will occur between Christmas Day and New Years' Day on a date nominated by the employer.

This extra public holiday does not apply in areas where in each year:

- a local event day is declared and observed under the *Public Holidays Act 2010 (NSW)* (or its successor), or
 - 2 half local event days are declared and observed,
- (c) in areas where in each year only one local event is declared and observed the whole day is to be regarded and observed as a public holiday, and no extra (August Bank holiday) public holiday in accordance with (b) above will be observed.
- (vii) Employees engaged under 12.1 –Part-time Employees, of this clause shall be entitled to all other benefits of this Agreement not otherwise expressly provided for herein in the same proportion as their ordinary hours of work bear to full-time hours.
- (viii) Where the employee is regularly working more than their specified contract hours they may request that their contracted hours are reviewed by their Manager. The Manager will formally respond to the request by the employee stated the reasons if the request is not agreed to. The Manager will not unreasonably reject the request. The Manager will also take into account that the hours worked in the following circumstances will not be incorporated to any adjustment made:
- (1) if the increase in hours is as a direct result of an employee being absent on leave, such as for example, annual leave, long service leave, maternity leave, workers compensation; and
 - (2) if the increase in hours is due to a temporary increase in hours only due, for example, to the specific needs of the organisation; and
 - (3) any adjusted contracted hours resulting from a review by the employer should however, be such as to readily reflect roster cycles and shift configuration utilised at the workplace.

12.2 Casual Employees

- (i) A casual employee is one engaged on an hourly basis otherwise than as a part-time or full-time employee.
- (ii) A casual employee shall be paid an hourly rate calculated on the basis of one thirty-eighth of the appropriate rate, prescribed by Clause 16, Salaries, of this Agreement and where applicable one thirty-eighth of the appropriate allowance or allowances prescribed by Clause 17, Special Allowances, of this Agreement plus 25 per cent thereof, with a minimum payment of 4 hours for each start, and one thirty-eighth of the appropriate allowances prescribed by Clause 20, Uniform and Laundry Allowances, of this Agreement.
- (iii) With respect to a casual employee the provisions of Clause 26 Banking of Hours, Clause 27 Rosters, Clause 30 Annual Leave and Public Holidays, and subclauses (i) to (vii) inclusive of Clause 18, Fares, Expenses and Parking of this Agreement, shall not apply. Further, casual employees shall not be entitled to an additional day off or part thereof as prescribed by subclauses (iii) and (v) of Clause 25, Hours of Work and Free Time of Employees.
- (iv) A casual employee who is required to and does work on a public holiday as defined in subclauses (iii) and (iv) of Clause 30, Annual leave and Public Holidays, shall be paid for the time actually worked at the rate of double time and one-half such payment being in lieu of weekend or shift allowances which would otherwise be payable had the day not been a public holiday provided that a casual employee shall not be entitled to be paid in addition the casual loading prescribed in subclause (ii) of 12.2 Casual Employees in respect of such work.

- (v) For weekend work, casual employees shall in lieu of all other penalty rates and the prescribed casual loading in subclause (ii), receive the following loadings:
 - (1) 58.3% for work between midnight Friday and midnight Saturday;
 - (2) 83.3% for work between midnight Saturday and midnight Sunday;in addition to their ordinary rate.

13. Secure Employment

13.1 Objective of this Clause

The objective of this clause is for the employer to take all reasonable steps to provide its employees with secure employment by maximising the number of permanent positions in the employer's workforce, in particular by ensuring that casual employees have an opportunity to elect to become full-time or part-time employees.

13.2 Casual Conversion

- (i) A casual employee engaged by the Hospital on a regular and systematic basis for a sequence of periods of employment under this Agreement during a calendar period of 6 months shall thereafter have the right to elect to have his or her ongoing contract of employment converted to permanent full-time employment or part-time employment if the employment is to continue beyond the conversion process prescribed by this subclause.
- (ii) The employer of such a casual employee shall give the employee notice in writing of the provisions of this subclause within four weeks of the employee having attained such period of 6 months. However, the employee retains his or her right of election under this subclause if the employer fails to comply with this notice requirement.
- (iii) Any casual employee who has a right to elect under paragraph 13.2(i), upon receiving notice under paragraph 13.2(ii) or after the expiry of the time for giving such notice, may give 4 weeks' notice in writing to the employer that he or she seeks to elect to convert his or her ongoing contract of employment to full-time or part-time employment, and within 4 weeks of receiving such notice from the employee, the employer shall consent to or refuse the election, but shall not unreasonably so refuse. Where an employer refuses an election to convert, the reasons for doing so shall be fully stated and discussed with the employee concerned, and a genuine attempt shall be made to reach agreement. Any dispute about a refusal of an election to convert an ongoing contract of employment shall be dealt with as far as practicable and with expedition through the disputes settlement procedure.
- (iv) Any casual employee who does not, within 4 weeks of receiving written notice from the employer, elect to convert his or her ongoing contract of employment to full-time employment or part-time employment will be deemed to have elected against any such conversion.
- (v) Once a casual employee has elected to become and been converted to a full-time employee or a part-time employee, the employee may only revert to casual employment by written agreement with the employer.
- (vi) If a casual employee has elected to have his or her contract of employment converted to full-time or part-time employment in accordance with paragraph 13.2(iii), the employer and

employee shall, in accordance with this paragraph, and subject to paragraph 13.2(iii), discuss and agree upon:

- (1) whether the employee will convert to full-time or part-time employment; and
- (2) if it is agreed that the employee will become a part-time employee, the number of hours and the pattern of hours that will be worked either consistent with any other part-time employment provisions of this Agreement or pursuant to a part time work agreement.

Provided that an employee who has worked on a full-time basis throughout the period of casual employment has the right to elect to convert his or her contract of employment to full-time employment and an employee who has worked on a part-time basis during the period of casual employment has the right to elect to convert his or her contract of employment to part-time employment, on the basis of the same number of hours and times of work as previously worked, unless other arrangements are agreed between the employer and the employee.

- (vii) Following an agreement being reached pursuant to paragraph (vi), the employee shall convert to full-time or part-time employment. If there is any dispute about the arrangements to apply to an employee converting from casual employment to full-time or part-time employment, it shall be dealt with as far as practicable and with expedition through the disputes settlement procedure.
- (viii) An employee must not be engaged and re-engaged, dismissed or replaced in order to avoid any obligation under this subclause.

13.3 Disputes Regarding the Application of this Clause

Where a dispute arises as to the application or implementation of this clause, the matter shall be dealt with pursuant to Clause 10, Resolution of Disputes, of this Agreement.

14. Termination of Employment

Notice of termination by the Employer

- (i) In order to terminate the employment of the Employee, where employed on a full-time or part-time basis, the Employer shall give to the Employee the period of notice specified in the table below:

Period of continuous service	Period of notice
1 year or less	1 week
Over 1 year and up to the completion of 3 years	2 weeks
Over 3 years and up to the completion of 5 years	3 weeks
Over 5 years of completed service	4 weeks

- (ii) In addition to this notice, where the Employee is over 45 years of age at the time of the giving of the notice with not less than two years continuous service, they will be entitled to an additional week's notice.
- (iii) Payment in lieu of the notice will be made if the appropriate notice period is not required to be worked. Employment may be terminated by the Employer payment for the remainder of the period of notice.

- (iv) In calculating any payment in lieu of notice, the wages the Employee would have received in respect of the ordinary time they would have worked during the period of notice had their employment not been terminated will be used.
- (v) The period of notice in this Clause shall not apply in the case of dismissal for serious misconduct, or in the case of casual employees or employees engaged for a specific period of time or for a specific task or tasks.
- (vi) Notice of termination by the Employee
 - (a) The notice of termination required to be given by the 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.
 - (b) If an employee does not give the period of notice required under subclause (a), then the Employer may deduct from wages due to the employee under this Agreement an amount that is no more than one week's wages for the employee. If the Employer has agreed to a shorter period of notice than that required under subclause (a), then no deduction will be made under subclause (b).
 - (c) If the Employer has agreed to a shorter period of notice than that required under subclause (a), then no deduction can be made under subclause (b).
 - (d) Any deduction made under paragraph (b) must not be unreasonable in the circumstances.
 - (e) Notwithstanding (vi)(a), Director of Nursing shall give 4 weeks' notice of termination in writing.

15. Redundancy

- (i) Where the Employer has made a definite decision to introduce a major change to production, program, organisation, structure, or technology in relation to its enterprise; and the change is likely to have a significant effect on employees of the Employer, the Employer shall consult with affected employees and/or the Association in accordance with the consultation regarding change provision of this Agreement.

Transfer to lower paid duties

- (ii) Where an employee is transferred to lower paid duties for reasons set out in paragraph (i) the employee shall be entitled to the same period of notice of transfer as she/he would be entitled to if her/his 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 rate and the new lower ordinary rate for the number of weeks' notice still owing.

Severance pay

- (iii) Where the Employer has made a definite decision in accordance with clause (i) to terminate the employee's employment because the Employer no longer requires the job done by the employee to be done by anyone, the employee will be paid, in addition to the period of notice

prescribed for termination, the following amount of severance pay in respect of a period of continuous service:

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

Years of Service	Entitlement - Under 45 years of age
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

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

Years of Service	Entitlement —45 years of age and over
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

Definitions

- (iv) "Week's" Pay' means the all-purpose rate of pay for the employee concerned at the date of termination, and shall include, in addition to the ordinary rate, over-Agreement payments, shift / weekend penalties and allowances provided for in accordance with this Agreement.

Notice for Technological Change

- (v) This subclause sets out the notice provisions to be applied to terminations by the Hospital for reasons arising from "technology" in accordance with Clause 15, subclause (iii) of this clause.
- (a) In order to terminate the employment of an employee the Hospital shall give to the employee 3 months' notice of termination.
- (b) 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.
- (c) The period of notice required by this subclause to be given shall be deemed to be service with the Hospital for the purposes of the *Long Service Leave Act 1955 (NSW)*, the *Annual Holidays Act 1944 (NSW)*, or any Act amending or replacing either of these Acts.

Employee Leaving During Notice Period

- (vi) An employee whose employment is terminated for reasons set out in paragraph (iii) may terminate her/his employment during the period of notice and, if so, shall be entitled to the same benefits and payments under this clause had she/he remained with the employer until the expiry of such notice. Provided in such circumstances the employee shall not be entitled to payment in lieu of notice.

Alternative Employment

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

Time off Period of Notice

- (viii) 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 for the purpose of seeking other employment.
- (ix) 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, produce proof of attendance at an interview or she/he shall not receive payment for the time absent.
- (x) For this purpose a statutory declaration will be sufficient.

Statement of Employment

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

Notice to Centrelink

- (xii) 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.

Centrelink Separation Certificate

- (xiii) 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.

Employees with Less Than One Year's Continuous Service

- (xiv) Clause (iii) does not apply to employees with less than one year's continuous service.

Employees Exempted

- (xv) This clause shall not apply where employment has been terminated because the conduct of an employee justifies instant dismissal or in the case of casual employees, or employees engaged for a specific period of time or for a specified task or tasks.

PART IV – PAYMENT

16. Salaries

- (i) The minimum salaries per week shall be as set out in Table 1- Salaries, of Schedule 1: Wages and Allowances.
- (ii) The salaries set out in Table 1 – Salaries, of Schedule 1: Wages and Allowances reflect the following salary increases:
- (a) 2.5% from the first full pay period commencing on or after 1 January 2019
 - (b) 2.5% from the first full pay period commencing on or after 1 January 2020;
 - (c) 2.5% from the first full pay period commencing on or after 1 January 2021.
- (iii) Employees employed by the Hospital on or before 27 May 2005 shall be paid the allowances set out in Table 2 – Darlinghurst Allowance, of Schedule 1: Wages and Allowances. This is calculated at 2.5% of the total weekly rate, and is in addition to the salaries prescribed in (ii) above. Such allowance shall continue to be paid whilst the employee remains employed by the Hospital, and will be paid for all purposes, unless the employee’s salary is progressed under the accelerated progression program set out in the Hospital’s Magnet Professional Practice Program.
- (iv) Employees employed after 27 May 2005 will be paid the weekly rates set out in Table 1 of Schedule 1: Wages and Allowances, but shall not be paid the Darlinghurst Allowance set out in Table 2 of Schedule 1: Wages and Allowances.

17. Special Allowances

- (i)
- (a) A registered nurse in charge during the day, evening or night of a hospital having a daily average of occupied beds of less than 100 will be paid, in addition to her or his appropriate salary, whilst so in charge, the sum set out in Item 1 of Table 3 – Other Allowances, Rates and Deductions, of Schedule 1: Wages and Allowances, per shift.
 - (b) A registered nurse in charge of a shift in a ward or unit during the day, evening or night in the absence of the Nursing Unit Manager will be paid, in addition to her or his appropriate salary, whilst so in charge, the sum set out in Item 2 of Table 3 – Other Allowances, Rates and Deductions, of Schedule 1: Wages and Allowances, per shift. This subclause will only apply where the registered nurse is in charge of one or more other nurses in the ward or unit in question.
 - (c) This subclause will not apply to registered nurses holding classified positions of a higher grade than that of a registered nurse.
- (ii) On call
- (a) An employee required by the employer to be on call otherwise than as provided for in paragraph (b) will be paid the sum set out in Item 3 of Table 3 – Other Allowances, Rates and Deductions, of Schedule 1: Wages and Allowances for each period of 24 hours or

part thereof provided that only one allowance shall be payable in any period of 24 hours.

- (b) An employee required to be on call on rostered days off in accordance with subclause (xv)(b) of Clause 25 of the Agreement, will be paid a minimum of the sum set out in Item 4 of Table 3 – Other Allowances, Rates and Deductions, of Schedule 1: Wages and Allowances provided that, if the employee is required to remain on call for in excess of 14 hours, the employee shall be paid an additional sum as set out in Item 5 of Table 3 – Other Allowances, Rates and Deductions, of Schedule 1: Wages and Allowances for each additional hour (or part thereof) worked.

Once an employee has been on call for more than 24 hours, any further period of on call on rostered days off shall be treated as a new on call event (i.e. the minimum payment set out in Item 4 of Table 3 – Other Allowances, Rates and Deductions, of Schedule 1: Wages and Allowances is payable).

- (c) An employee who is directed to remain on call during a meal break will be paid the sum set out in Item 6 of Table 3– Other Allowances, Rates and Deductions, of Schedule 1: Wages and Allowances, provided that no allowance will be paid if, during a period of on call, the employee is entitled to receive the allowance prescribed in (a) above. If an employee is recalled to duty during such meal break, they will be paid at overtime rates for the total period of the meal break.
 - (d) Where an employee on remote call leaves the hospital and is recalled to duty, they will be reimbursed all reasonable fares and expenses actually incurred provided that where an employee uses a motor car in these circumstances the allowance payable will be the transport rate prescribed from time to time by the Australian Taxation Office. The provisions of this paragraph will apply to all employees.
 - (e) The provisions dealing with recall arrangements and payments are set out at Clause 29 Overtime.
 - (f) This subclause will not apply to a Director of Nursing, Deputy Director of Nursing or Assistant Director of Nursing.
- (iii) An employee required to wear a lead apron will be paid an allowance of the sum set out in Item 7 of Table 3 – Other Allowances, Rates and Deductions, of Schedule 1: Wages and Allowances, for each hour or part thereof that they are required to wear the said apron.

18. Fares, Expenses and Parking

- (i) An employee required to travel in the performance of duty shall be paid all reasonable out of pocket expenses (including fares).
- (ii) Subclause (ii) of this clause shall not apply to nurses travelling to a hospital for post-graduate training.
- (iii) 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.
- (iv)

- (a) Employees on night shift will be provided, free of charge, appropriate car parking facilities.
- (b) The employer will ensure that there are sufficient parking allocations for nursing staff employed at the Hospital.
- (c) Where employees are required to pay for parking, the sum set in Item 18, of Table 3 – Other Allowances, Rates and Deductions, of Schedule 1: Wages and Allowances, will apply.
- (d) Employees will be permitted to pay for parking by salary sacrifice.

19. Telephone Allowance

- (i) If an employee requires a phone or pager for the execution of their substantive duties, they will be provided with one at the cost of the employer.
- (ii) If an employee is required, for the purposes of their employment, to be on call, the Hospital will reimburse the employee the cost of calls upon receipt of an itemised account from the employee.

20. Uniform and Laundry Allowances

- (i) Subject to subclause (iii) of this clause, sufficient, suitable and serviceable uniforms, including one pair of shoes per annum which shall be of a recognised acceptable standard for the performance of nursing duties, and one cardigan or jacket shall be supplied free of cost to each employee required to wear a uniform. An employee to whom a new uniform or part of a uniform has been issued who, without good reason, fails to return the corresponding article last supplied shall not be entitled to have such article replaced without payment (at a reasonable price).
- (ii) An employee, on leaving the service of an employer, shall return any uniform or part thereof supplied by that employer which is still in use immediately prior to leaving.
- (iii)
 - (a) In lieu of supplying uniforms and shoes to an employee, an employer shall pay the said employee the sum set out in Item 12 of Table 3 – Other Allowances, Rates and Deductions, of Schedule 1: Wages and Allowances, for uniforms and the sum set out in Item 13 of Table 3 – Other Allowances, Rates and Deductions, of Schedule 1: Wages and Allowances, for shoes per week.
 - (b) In lieu of supplying stockings to a female employee an employer shall pay the said employee the sum set out in Item 14 of Table 3 – Other Allowances, Rates and Deductions, of Schedule 1: Wages and Allowances, 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 15 of Table – Other Allowances, Rates and Deductions, of Schedule 1: Wages and Allowances, 3 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 16 of Table 3 – Other Allowances, Rates and Deductions, of Schedule 1: Wages and Allowances, 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 17 of Table 3 – Other Allowances, Rates and Deductions, of Schedule 1: Wages and Allowances, per week.
- (g) The allowances referred to subclause (iii) are also payable during any period of paid leave, with the exception of the laundry allowance which is not paid on absences exceeding one week.

21. Higher Grade Duty

- (i) An employee who is called upon to relieve an employee in a higher classification or is called upon to act in a vacant position of a higher classification shall be entitled to receive for the period of relief or the period during which they act the minimum payment for such higher classification.
- (ii) The provisions of subclause (i) shall not apply where the employee being relieved is absent from duty for a period of 3 consecutive working days or less which have been rostered in advance, except where the duties of the higher position involve being in charge of the facility during the period in question.
- (iii) Further, the provisions of subclause (i) shall not apply where a Director of Nursing is absent from duty for a period of 3 working days or less for any reason.

22. Payment of Wages

- (i) Wages must be paid weekly or fortnightly unless otherwise mutually agreed between the Employer and employee.
- (ii) Employees will be paid by electronic funds transfer into the bank or financial institution account nominated by the employee.
- (iii) When notice of termination of employment has been given by an employee or an employee's services have been terminated by the employer, payment of all wages and other monies owing to an employee will be made to the employee on next pay cycle.
- (iv) On each payday an employee, in respect of the payment then due, shall be furnished with a statement containing the following particulars: name, the amount of ordinary salary, the total number of hours or overtime worked, if any, the amount of any overtime payment, the amount of any other monies paid and the purpose for which they are paid, and the amount of the deductions made from the total earnings and the nature thereof.
- (v) If a public holiday falls on a normal payroll processing day, the employer shall make payment on the working day proceeding the public holiday.

23. Salary Packaging

- (i) Permanent employees may be able to make voluntary pre-tax contributions or payments through a written salary sacrifice agreement between the employer and the employee. The employer will pay the salary sacrifice amount in accordance with the salary sacrifice agreement.

- (ii) An employee may apply to have their ordinary time earnings reduced by an amount nominated by them as a salary sacrifice contribution for their benefit.
- (iii) The total value of the reduced salary and the agreed value of the benefits provided will not be less than the amount that would otherwise be paid if the salary sacrifice arrangement was not in place.
- (iv) The Employer recognises the need for employees to consider independent financial and taxation advice and recommend that employees consider such advice prior to entering into salary sacrifice arrangements.
- (v) In the event that the law governing superannuation and/or taxation make the objective of this clause ineffective, unattainable or illegal, the employer will advise the employee concerned. The salary sacrifice contribution arrangement will be terminated or amended to comply with such laws.
- (vi) Unless otherwise agreed by the employer, an employee may revoke or vary their salary sacrifice contribution/payment by giving not less than one month's written notice, provided the terms of any other agreement relating to the salary sacrifice benefit are met.

24. Superannuation

- (i) The subject of superannuation is dealt with extensively by 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, governs the superannuation rights and obligations of the parties.
- (ii) "The Fund" for the purpose of this Agreement shall mean:
 - (1) the Health Employees' Superannuation Trust Australia (H.E.S.T.A.);
 - (2) the Prime Super (Prime).
- (iii) In addition to the Organisation's statutory contributions to the Fund an employee may make additional contribution from their salary, and on receiving written authorisation from the employee the Organisation must commence making contributions to the Fund in accordance with the Superannuation Guarantee Charge Act 1992.
- (iv) Upon commencement of employment, the organisation shall provide each employee with a membership form for their preferred fund and shall forward the completed membership forms for the employee's choice of fund within 28 days. In the event that the employee had not completed an application form within 28 days, the Organisation shall forward contributions and employee details to HESTA (Default Fund). The Default Fund offers a MySuper Product.
- (v) Superannuation fund payments will be made in accordance with trust fund deeds.
- (vi) Where an Employee salary packages their wages in accordance with this Agreement, superannuation shall be paid on the pre-packaged wages.

PART V – HOURS OF WORK

25. Hours of Work And Free Time Of Employees

- (i) The ordinary hours of work for day workers, exclusive of meal times, shall be 152 hours per 28 calendar days to be worked Monday to Friday inclusive and to commence on such days at or after 6.00 am and before 10.00 am.
- (ii) The ordinary hours of work for shift workers, exclusive of meal times, shall not exceed an average of 38 hours per week in each roster cycle.
- (iii)
 - (a) The hours of work prescribed in subclauses (i) and (ii) of this clause shall, where possible, be arranged in such a manner, that in each roster cycle of 28 calendar days each employee shall not work their ordinary hours or work on more than 19 days in the cycle.
 - (b) Notwithstanding the provision of paragraph (a) of this subclause, employees may, with the agreement of the employer work shifts of less than 8 hours each over 20 days in each cycle of 28 days.
 - (c) Provided that on the occasion of an employee's written request, and with the consent of the employer, a 9.5 day fortnight may be worked instead of the 19-day month.
- (iv) Except where authorised by subclause (xviii) of this clause, each shift shall consist of no more than 10 hours on a day shift with not less than 9 hours break between each shift, provided that on call theatre staff shall be entitled to a 10 hour break between shifts. An employee shall not work more than 7 consecutive shifts unless the employee so requests and the Director of Nursing agrees. An employee shall not work more than 2 quick shifts in any period of 7 days.

A quick shift is an afternoon shift which is followed by a morning shift.
- (v) The employer is to decide when employees take their additional days off duty prescribed by subclause (iii) of this clause. Where necessary the employer must consult with the affected employees to ascertain the employees' preferences and must take any such preferences into account when arriving at a decision. Where practicable additional days off duty shall be consecutive with the rostered days off duty prescribed in subclause (xiv) of this clause.
- (vi) Once set, the additional days off may not be changed except in accordance with the provisions of Clause 27, Rosters.
- (vii) Where the employer's decision (in accordance with subclause (v) of this clause) is that an employee's additional days off be accumulated, no more than 6 days may be accumulated in any single year of employment. If an employee accumulates more than six (6) days, any additional days off accumulated will be paid to the employee at the ordinary rate. By mutual agreement this may be extended to no more than 12 days at any single time. An employee may elect to have their accumulated ADOs paid to the employee at ordinary rates at any time with the approval of the Employer.
- (viii) Except for breaks for meals the hours of duty each day shall be continuous.
- (ix)

- (a) Each employee shall be allowed a break of not less than 30 minutes and not more than 60 minutes for each meal occurring on duty.
 - (b) Where practicable, employees shall not be required to work more than 5 hours without a meal break. Provided that where practicable an employee engaged to work for 5 hours or less in any one shift may elect not to take a meal break as otherwise provided for by this subclause without penalty to the employer. The term 'where practicable' encompasses regard being paid to the service requirements of the employer.
- (x) Two separate 10 minute intervals (in addition to meal breaks) shall be allowed each employee on duty during each ordinary shift of 8 or 10 hours as the case may be. Subject to agreement between the employer and the employee, such intervals may alternatively be taken as one twenty minute interval, or by one ten minute interval with the employee allowed to proceed off duty ten minutes before the completion of the normal shift finishing time. Such interval(s) shall count as working time.
- (xi)
- (a) Subclauses (ix) and (x) of this clause shall not apply to an employee who, before going on night duty, is provided with a meal between 9.00 pm and 11.00 pm and who is allowed 2 intervals of 20 minutes each during the period of night duty but such intervals shall count as working time and shall be paid for as such.
 - (b) Where an employee is required to change into a uniform or a specified type of garment at the employer's premises they shall be allowed 10 minutes for such a purpose and such time shall be counted as working time and paid for as such. An employee changing from night duty to day duty or from day duty to night duty shall be free from duty during the 20 hours immediately preceding the commencement of the changed day.
- (xii)
- (a) Each employee shall be free from duty for not less than 2 full days in each week or 4 full days in each fortnight or 8 full days in each 28 day cycle and no duties shall be performed by the employee on any of such free days except for overtime. Where practicable, days off shall be consecutive and shall not be preceded by an evening shift or a night shift unless an additional 8 hours are granted as sleeping time. An afternoon shift shall be one which commences at or after 1.00 pm and before 4.00 pm.
 - (b) An employee, at her or his request, may be given free from duty time in one or more periods but no period shall be less than one full day.
 - (c) For the purpose of this subclause "full day" means from midnight to midnight or midday to midday.
- (xiii) On call
- (a) Employees may be required to remain on call. Any such time on call shall not be counted as time worked (except insofar as an employee may take up actual duty in response to a call), but shall be paid for in accordance with Clause 17(ii)(b), Special Allowances, of this Agreement. However, no employee shall be required to remain on call whilst on leave or on the day before entering upon leave.

- (b) No employee shall be required to remain on call whilst on a rostered day off nor on completion of the shift on the day preceding a rostered day off. This provision shall not apply where in special circumstances it is necessary for an employer to place staff on call on rostered days off or on completion of the shift on the day preceding a rostered day off in order to ensure the provision of services.
- (xiv) An employer shall not alter the period over which the ordinary hours of work of employees are balanced except upon giving one month's notice of their intention to do so to the Association.
- (xv) The provisions of paragraphs (a) and (b) of subclause (xii) and of subclause (xiii) and of paragraph (a) of subclause (xiv) of this clause, shall not apply if the employee is required to perform duty to enable the nursing service of the employer to be carried on or where another employee is absent from duty on account of illness or in an emergency.
- (xvi) 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 3 consecutive night shifts which include one or more 12 hour shifts;
 - (e) there must be a minimum break of 11.5 hours rostered between each 12 hour shift;
 - (f) employees must be allowed either two 30 minutes or one 60 minutes meal break. In addition to the meal breaks employees must be allowed either two 10 minute or one 20 minute paid tea break;
 - (g) the employer must notify the Association 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 and the section of the hospital.
 - (h) nothing contained in this subclause (h) shall prevent an individual employee and their employer reaching mutual agreement to that individual working 12 hour shifts.

26. Banking Of Hours

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

- (b) work more than their daily, weekly or fortnightly rostered or contracted hours and take time off in lieu of payment, or may set off the additional hours worked against any owing under (i) above.
- (ii) An employee who works less than their rostered or contracted hours shall be paid as if those hours had been worked during the relevant period, including payment for any weekend or shift penalties that would otherwise have been due for the time not worked.
- (iii) An employee who works more than their rostered or contracted hours shall not receive payment for any weekend or shift penalties that would otherwise have been due for that extra time worked.
- (iv) Time debited or credited under these arrangements shall all be at ordinary time, i.e. an hour for an hour.
- (v) An employee may not have more than 76 hours in debit or credit at any point in time
- (vi) Employees who have hours in debit must be given first option to work additional hours prior to the use of casual employees.
- (vii) Each hospital must keep detailed records of all hours credited and debited to employees under these arrangements. Employees must have full access to these records.
- (viii) On termination of employment the employer must pay the employee for all hours in credit.
- (ix) Either party shall have the right to terminate an agreement under this clause with 2 weeks' notice.

27. Rosters

- (i) The ordinary hours of work for each employee, other than the Director of Nursing and casual employees, shall be displayed on a roster in a place conveniently accessible to employees.
- (ii) The roster shall be displayed where practicable at least 2 weeks prior, but in any event not less than one week prior, to the commencing date of the first working period in the roster. Provided that in the case of a permanent part-time employee whose hours are balanced over 4 weeks, the roster shall be displayed where practicable, at least 4 weeks prior to the commencing date of the first working period in the roster but in any event not less than one week prior, to the commencing date of the first working period in the roster.
- (iii) Notwithstanding the foregoing provisions of this clause, a roster may be altered at any time to enable the nursing service of the hospital to be carried on where another employee is absent from duty on account of illness or in an emergency provided that where any such alteration involves an employee working on a day which would otherwise have been such employee's day off, the day off in lieu thereof shall be as mutually arranged.
- (iv) Prior to the date of the changed shift, such change of roster shall be notified verbally or in writing to the employee concerned.
- (v) An employee may change their roster at short notice, with the agreement of their Nursing Unit Manager or Director of Nursing for any reasonable ground.
- (vi) An employer may change an employee's roster at short notice, with the agreement of the employee, for any reasonable ground including unexpected situations and unforeseen fluctuations in patient dependency.

- (vii) Where an employee is entitled to an additional day off duty in accordance with Clause 25, Hours of Work and Free Time of Employees, of this Agreement, such day is to be shown on the roster of hours for that employee.
- (viii) All rosters shall be retained for at least 6 years.

28. Penalty Rates for Shift Work and Weekend Work

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

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

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

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

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

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

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

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

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

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

Paragraph (iii) shall apply to part-time employees who work less than 38 hours per week.

Paragraph (iii) shall not apply to casual employees. Casual Employees shall be paid in accordance with sub-clause (v) of 12.2 Casual Employees of Clause 12 Part-Time, and Casual Employees.

- (iv) The additional payments prescribed by this clause shall not form part of the employee's ordinary rate for the purposes of this Agreement, except as provided in Clause 30, Annual Leave and Public Holidays, of this Agreement.

- (v)

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

- (b) This subclause shall not apply to any nurse whose employment commenced prior to 15 December 1994 and who has been employed on a continuous basis since that date.
- (c) A nurse to whom this subclause applies shall not be entitled to an additional penalty rate payment for ordinary time worked prior to 6.00 pm on any week day.
- (d) A nurse to whom this subclause applies shall be paid, in addition to their ordinary rate, a penalty payment at the rate of 15% for all ordinary time worked after 6.00 pm on any week day.

29. Overtime

- (i) Subject to subclause (ii) an employer may require an employee to work reasonable overtime.
- (ii) An employee may refuse to work overtime in circumstances where the working of such overtime would result in the employee working hours which are unreasonable.
- (iii) For the purposes of subclause (ii) what is unreasonable or otherwise will be determined having regard to:
 - (a) the risk to the employee's health and safety;
 - (b) the employee's personal circumstances including any family and carer responsibilities;
 - (c) the needs of the facility;
 - (d) the notice (if any) given by the employer of the overtime and by the employee of his or her intention to refuse it; and
 - (e) any other relevant matter.
- (iv)
 - (a) Subject to paragraph (b) hereof all time worked by employees other than Directors of Nursing in excess of the rostered daily ordinary hours of work shall be overtime and shall be paid for at the rate of time and one half for the first 2 hours and double time thereafter in respect of each overtime shift worked or in respect of overtime worked prior to or at the conclusion of a normal shift. Provided that overtime worked on Sundays shall be paid for at the rate of double time and on public holidays at the rate of double time and one half.
 - (b) All time worked by part time employees, in excess of the rostered daily ordinary hours of work prescribed for the majority of full-time employees employed on that shift in the ward or section concerned shall be paid for at the rate of time and one half for the first 2 hours and double time thereafter except that on Sundays such overtime shall be paid for at the rate of double time and on public holidays at the rate of double time and one half.

Time worked up to the rostered daily ordinary hours of work prescribed for a majority of the full-time employees employed on that shift in the ward or section concerned shall not be regarded as overtime but an extension of the contract hours for that day and shall be paid at the ordinary rate
 - (c) All time worked by casual employees, in excess of 10 hours on any day or 38 hours in any week shall be paid for at the rate of time and one half for the first 2 hours and

double time thereafter except that on Sundays such overtime shall be paid for at the rate of double time and on public holidays at the rate of double time and one half.

- (v) An employee recalled to work overtime after leaving the employer's premises shall be paid for a minimum of 4 hours work at the appropriate rate for each time so recalled. If the work required is completed in less than 4 hours, the employee shall be released from duty provided that this subclause does not apply to a Director of Nursing.
- (vi) An employee required to work overtime following on the completion of their normal shift for more than 2 hours shall be allowed 20 minutes for the partaking of a meal and a further 20 minutes after each subsequent 4 hours overtime. All such time shall be counted as time worked provided that benefits of this subclause shall not apply to permanent part time employees, until the expiration of the normal shift for a majority of the full-time employees employed on that shift in the ward or section concerned.
- (vii) An employee recalled to work overtime after leaving the employer's premises and who is required to work for more than 4 hours shall be allowed 20 minutes for the partaking of a meal and a further 20 minutes after each subsequent 4 hour's overtime. All such time shall be counted as time worked.
- (viii) The meals referred to in subclauses (vi) and (vii) of this clause shall be allowed to the employee free of charge. Where the hospital is unable to provide such meals, an allowance per meal of the sum set out in Item 9 Table 3 – Other Allowances, Rates and Deductions, of Schedule 1: Wages and Allowances, shall be paid to the employee concerned.
- (ix) Where an employee is required to work an overtime shift on his or her rostered day off, the appropriate meal breaks for that shift, as prescribed by Clause 25, Hours of Work and Free Time of Employees, shall apply.
- (x) 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.
- (xi) 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 9 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 9 consecutive hours off duty in the 24 hours preceding their next day or shift; shall subject to this subclause, be released after completion of such overtime until they have had 9 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 9 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 9 consecutive hours off duty without loss of pay for ordinary working time occurring during such absence.
- (xii) In lieu of receiving payment for overtime in accordance with this clause, employees may be compensated by way of time off in lieu of overtime on the following basis:
 - (a) Time off in lieu of overtime must be taken within nominated accrual periods and accrues at overtime rates.

- (b) The maximum accrual is 76 hours in any nominated four month period.
- (c) Where it is not possible for a nurse to take the time off in lieu of overtime within the nominated accrual 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.
- (d) A nurse with an annual leave balance of more than 8 weeks, pro-rata for part-time employees, will be paid for their overtime and time in lieu will not be available to them.
- (e) Records of all time off in lieu of overtime owing to nurses and taken by nurses must be maintained by the employer.
- (f) If, on the termination of the employee's employment, time off in lieu of payment for overtime has not been taken, the Employer must pay the employee for the overtime at the overtime rate applicable to the overtime when worked.
- (g) The accrual periods, mentioned above, will be:
 - 1 February – 31 May;
 - 1 June – 30 September;
 - 1 October – 31 January.

PART VI – LEAVE AND PUBLIC HOLIDAYS

30. Annual Leave and Public Holidays

- (i) Annual leave shall accrue progressively during a year of service according to the employee's ordinary hours of work and accumulates from year to year.
 - (a) Shiftworkers shall accrue six (6) weeks annual leave per annum. This entitlement includes the additional week of annual leave provided by the NES.
 - (1) For the purposes of the NES, a shiftworker is defined as an employee who is regularly rostered to work over seven days of the week and regularly works on weekends.
 - (b) All other employees – shall accrue four (4) weeks annual leave per annum.
- (ii)
 - (a) An employee to whom paragraph (a) of subclause (i) applies and who is required to and does work on a public holiday shall be paid, in addition to the appropriate weekly ordinary rate, at the rate of one half time extra for the time actually worked on such holiday. Such payment shall be in lieu of any additional rate for shift work or weekend work which would otherwise be payable had the day not been a public holiday.
 - (b) To leave prescribed by paragraph (a) of subclause (i) there shall be added one working day or one half working day for each special public holiday or half public holiday (not being one of the 11 specifically named public holidays prescribed by subclause (iii) of this clause, or a special day proclaimed in lieu of any of them) which may occur during the accrual period for annual leave or during the period of annual leave.
 - (c) Employees covered by paragraph (b) of subclause 30(i), will be paid the following for a public holiday occurring on an ordinary working day:

- (1) Where an employee does not work on the public holiday, they will be paid their ordinary rate for their ordinary hours of work on that day.
 - (2) Where an employee does work on the public holiday, the employee will be paid for the time actually worked at the rate of time and one half in addition to their weekly ordinary rate. Where payment is made in accordance with this subsection (2), payment shall be made for a minimum of 4 hours work, and any balance of the day or shift not worked shall be paid at ordinary rates.
 - (3) Where the employee elects, and the Employer agrees, instead of the payment set out in subclause (2), the employee will have one day or one half day, as appropriate, added to their period of annual leave and be paid at the rate of one half time extra for the time actually worked.
 - (4) The payment set out in subclauses (2) and (3) is in lieu of any additional rate for shift work or weekend work which would otherwise be payable had the day not been a public holiday.
- (d) Where a public holiday falls on a rostered day off of a shift worker as defined in Clause 7, Definitions, of this Agreement, and who receives 4 weeks annual leave in accordance with paragraph (b) of subclause (i) of this clause, such shift worker shall be paid one day's pay in addition to the weekly rate or if the employee so elects shall have one day added to the period of annual leave.(e) To the leave prescribed by paragraph (b) of subclause (i) there shall be added one working day for each public holiday or one half working day for each half public holiday which occurs on what would have been an ordinary working day during a period of annual leave provided that in the case of a shift worker referred to in paragraph (d) of this subclause, the provision of this paragraph shall apply to any public holidays falling during the period of annual leave.
- (iii) Public holidays observed under this Agreement are:
- (a) 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 or half day declared under the *Public Holidays Act 2010 (NSW)* (or its successor) as a public holiday or a local event day within the area in which the Hospital is situated, and
 - (b) An extra public holiday each year on the August Bank holiday or on a date agreed by the respective employees and if requested by an employee any nominated representative which may be a union representative. This additional day may be taken by agreement between Christmas and the 5th day of the new calendar year, provided that such day is placed between Monday and Friday (inclusive) which is not gazetted as a public holiday.
- This extra (August Bank holiday) public holiday does not apply in areas where in each year:
- a local event day is declared and observed under the *Public Holidays Act 2010 (NSW)*(or its successor), or
 - 2 half local event days are declared and observed.
- (c) In areas where in each year only one local event is declared and observed the whole day is to be regarded and observed as a public holiday, and no extra (August Bank holiday) public holiday in accordance with (b) above will be observed.

(iv) Credit of time towards an allocated day off duty shall not accrue when an employee is absent in accordance with subclause (i) of this clause. Employees entitled to allocated days off duty in accordance with Clause 25, Hours of Work and Free Time of Employees, of this Agreement shall accrue credit towards an allocated day off duty in respect of each day those employees are absent on additional annual leave in accordance with subclauses (ii)(b) and subclause (ii)(c) of the Agreement.

(v)

(a) Each employee shall be paid in accordance with the regular pay cycle for the period of the leave at the ordinary rate to which she or he is entitled under this Agreement.

(vi) Annual leave credited to an employee in accordance with paragraph (a) and (b) of subclause (i), paragraph (c) of subclause (ii), paragraph (a) of subclause (viii) and paragraph (a) of subclause (ix) of this clause may be cashed out by agreement, subject to the following conditions:

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

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

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

(d) the cashing out of annual leave may occur at any time, providing the request complies with this clause and the employee and employer agree.

(vii) On termination of their employment, an employee will be paid their untaken annual leave, together with payment for any days added to annual leave in accordance with subclause (ii) of this clause, and pro rata leave.

(viii) Additional Annual Leave

(a) In addition to the leave prescribed by subclause (i) of this clause and clause 12.1(iii), employees who work their ordinary hours on Sundays and/or public holidays are entitled to receive additional annual leave as follows:

No. of ordinary shifts worked on Sundays and/or public holidays during a qualifying period of employment for annual leave purposes

Additional Annual Leave

4 - 10

1 day

11 - 17

2 days

18 - 24

3 days

25 - 31

4 days

32 or more

5 days

(b) Provided that, in the case of a part-time employee, such employee shall be entitled to additional annual leave in accordance with:

(i) subclause (a) above; or

(ii) the definition of a shiftworker (for the purposes of the additional week of annual leave provided by the NES), as set out at subclause 30(i)(a)(1);

whichever gives rise to the greater entitlement for the part-time employee.

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

(ix) Night Duty Additional Leave

- (a) In addition to the leave prescribed anywhere else in this Clause, employees who work their ordinary hours on night shifts are entitled to receive Night Duty leave as follows:

No of night duty hours worked on Night Duty during a qualifying period of employment for annual leave purposes	Night Duty Leave
60 – 169	1 day
170 – 319	2 days
320 – 449	3 days
450 - 599	4 days
600 or more	5 days

Accrual of Night Duty leave under this subclause will be credited to the employee on the first full pay period on or after 1 July each year.

- (c) Employees will be entitled to take the Night Duty leave accrued under this subclause on the first full pay period on or after 1 July, each year, provided that the maximum number of days an employee may accrue under this subclause is 5.
- (d) On termination of employment employees are to be paid for any untaken Night Duty leave due under this subclause together with payment for any leave in respect of an uncompleted year of employment calculated in accordance with this subclause together with payment for any untaken Night Duty leave due in accordance with subclause (vii).

(x) Taking Annual Leave

- (a) Paid annual leave may be taken for a period agreed between an employee and the Employer. The Employer must not unreasonably refuse to agree to a request by the employee to take paid annual leave. Notwithstanding the provisions of this subclause, the Employer may direct an employee to take a period of annual leave in accordance with subclause (xi) and (xii).

(xi) Excessive accumulated annual leave

- (a) If an employee has accrued more than two years' annual leave entitlement, the Employer may direct the employee to take annual leave after not less than eight weeks' and not more than 12 months' notice to the employee, provided:
 - (1) the employee will first be given a reasonable opportunity to submit a plan to reduce their total annual leave accrued balance to not more than six weeks within a period of six months (**leave reduction plan**);
 - (2) the employer will not unreasonably refuse to agree to an employee's annual leave reduction plan which includes saving leave for an extended vacation within 12 months of the date of agreement to the leave reduction plan. The agreement is to be in writing and signed by both the Employer and Employee;

- (3) the employee cannot be directed to take annual leave where such direction would result in the employee being directed to reduce the accrued leave to less than six weeks.
- (xii) Shutdown during periods of low occupancy
- (a) The employer may temporarily close a part or the whole of the hospital not more than once every twelve months in the event of low occupancy and/or downturn (e.g. Christmas)
 - (b) The employer will normally give three months' written notice, of the dates of the shutdown.
 - (c) An employee with an entitlement to annual leave and / or accumulated Additional Days Off (ADOs) sufficient to cover the shutdown period will be required to access their accumulated annual leave and / or ADOs for the period of the shutdown. The employee may choose the combination of annual leave, accrued ADOs that she or he will use to cover the shutdown period.
 - (d) Where an employee has an entitlement to annual leave which is less than the period of the shutdown, she or he will have to choose one of the following options to cover the difference between their current annual leave entitlement and the length of the shutdown:
 - (1) temporary reassignment to another part of the Hospital; or
 - (2) access any accrued ADOs; or
 - (3) take annual leave in advance; or
 - (4) take leave without pay
 - (5) take Special Leave.

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

31. Annual Leave Loading

- (i) In addition to their ordinary rate, an employee, other than a shiftworker, will be paid an annual leave loading of 17.5% of their ordinary rate on annual leave taken by the employee.
- (ii) Shiftworkers, in addition to their ordinary rate, will be paid the higher of:
 - (a) an annual leave loading of 17.5% of their ordinary rate; or
 - (b) the weekend and shift penalties the employee would have received had they not been on leave during the relevant period.
- (iii) No loading is payable to an employee who takes an annual holiday wholly or partly in advance provided that, if the employment of such an employee continues until the day when he would have become entitled pursuant to Clause 30 Annual Leave and Public Holidays and Clause 37 Special Leave to an annual holiday, the loading then becomes payable in respect of the period of such holiday and is to be calculated in accordance with subclause (iv) of this clause applying the Agreement rates and wages payable on that day.

- (iv) When the employment of an employee is terminated 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 became entitled, the employee shall be paid a loading calculated in accordance with subclause (iii) of the period not taken.

32. Ceremonial Leave

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

33. Personal Leave

- (i) Subject to the following limitations and conditions, a full time employee is entitled to 91.2 hours of personal leave, which includes the 10 days personal/carer's leave set out in the NES, for each completed year of service.

- (ii) Accrual of Paid Personal/Carer's Leave

An employee's entitlement to paid personal leave accrues progressively during a year of service according to the employee's ordinary hours of work, and accumulates from year to year.

- (iii) An employee shall not be entitled to sick leave on full pay for any period in respect of which such employee is entitled to workers' compensation provided, however, that an employer shall pay to an employee, with the employee's agreement, who has sick leave entitlement under this clause the difference between the amount received as workers' compensation and the employee's ordinary rate. The employee's sick leave entitlement under this clause shall, for each week during which such difference is paid, be reduced by that proportion of 38 hours which the difference paid bears to full pay.

- (iv) All periods of sickness shall be certified by a registered health practitioner, or where this is not reasonably practicable, by a statutory declaration. The employer may dispense with the requirements of a certificate from a registered health practitioner or statutory declaration when the absence does not exceed two consecutive days or where, in the employer's opinion, the circumstances are such as not to warrant such requirement.

- (v) Each employee shall notify her/his employer of an absence from work due to illness or injury 2 hours prior to the commencement of her/his rostered shift or as soon as reasonably practicable thereafter and shall, as far as reasonably practicable, inform the employer of the estimated duration of the absence.

Part-time Employees - A part-time employee shall accrue personal leave progressively during a year of service according to the employee's ordinary hours of work and such leave accumulates from year to year. Such entitlements shall be subject to all the above conditions applying to full-time employees.

- (vi) With respect to an employee who is eligible for sick leave and who produces a satisfactory certificate from a registered health practitioner or where this is not reasonably practicable, by a statutory declaration to the effect that he/she has been incapacitated for a period while on annual leave, the employer may re-credit such employee with an equivalent period of annual leave.

- (vii) Subject to the provision of a satisfactory certificate from a registered health practitioner or where this is not reasonably practicable, by a statutory declaration and sick leave being due,

long service leave shall be re-credited where an illness of at least one week's duration occurs during the period of long service leave.

(viii) Carer's Leave

- (a) An employee, other than a casual employee, with responsibilities in relation to a member of their immediate family or household as defined, who requires the employee's care or support because of a personal illness or injury affecting the member or there is an unexpected emergency affecting the member, shall be entitled to use, in accordance with this subclause, any current or accrued personal leave entitlement, provided for under this Clause, for such absences. Such leave may be taken for part of a single day.
- (b) The employee shall, if required, establish, either by production of a certificate from a registered health practitioner or statutory declaration, the illness/ injury of the person concerned (may be termed a "medical condition") and that the illness/ injury is such as to require care by another person.
- (c) An employee shall, wherever practicable, give the employer notice, prior to the absence, of the intention to take leave, the name of the person requiring care and that person's relationship to the employee, the reasons for taking such leave and the estimated length of absence. If it is not practicable for the employee to give prior notice of absence, the employee shall notify the employer by telephone of such absence at the first opportunity on the day of absence.

(ix) Unpaid Leave for Family Purpose

Where an employee has exhausted all paid personal leave entitlements, an employee, including a casual employee, is entitled to unpaid carer's leave for each permissible occasion when a member of the employee's immediate family, or a member of the employee's household, requires care or support because of a personal illness or injury affecting the member or an unexpected emergency affecting the member. The employer and the employee shall agree on the period. In the absence of agreement, the employee is entitled to take up to two days of unpaid leave per occasion, provided the requirements of (viii)(b) and (c) are met.

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

(xi) Make-up time

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

34. Long Service Leave

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

- (i) For long service leave falling due prior to 20th February 1981, see *Long Service Leave Act 1955 (NSW)*.
- (ii) For long service leave falling due after 20th February 1981 the following provisions shall apply:
 - (a)
 - (1) Every employee after 10 years' continuous service with the same employer shall be entitled to 2 months' long service leave on full pay; after 15 years' continuous service to an additional one month's long service leave on full pay; and for each 5 years' continuous service thereafter to an additional one and one half months' long service leave on full pay. Such leave shall be taken at a time to be mutually arranged between the employer and the employee.
 - (2) Employees are entitled to access their pro-rata long service leave entitlements after 5 years' service.
 - (3) An employee with an entitlement to long service leave may elect to access their entitlement:
 - (a) on full pay, or
 - (b) on half pay, or
 - (c) on double pay.
 - (4) Where the service of an employee with at least 5 years' service is terminated, the employee shall be entitled for five years' service to one month's long service leave on full pay and for service after 5 years to a proportionate amount of such leave on full pay calculated on the basis of 2 months' long service leave for 10 years' service.
 - (b) Where an employee has acquired a right to long service leave under subclause (a) of this clause, then and in every such case:
 - (1) If before such leave has been entered upon the employment of such employee has been terminated such employee shall be entitled to receive the monetary value of the leave to which such employee has been entitled computed at the rate of salary which such employee had been receiving immediately prior to the termination of employment.
 - (2) If such employee dies before entering upon such long service leave, or if after having entered upon the same dies before its termination, the employer shall upon request by the employee's personal representative pay to the employee's personal representative in full the ordinary pay that would have been payable to the employee in respect of the long service leave less any amount already paid to the employee in respect of that leave.

- (c) For the purpose of this clause:
 - (1) Continuous service in the same Hospital prior to the coming into force of this Agreement shall be taken into account.
 - (2) One month equals 4 and one-third weeks.
 - (3) Continuous service shall be deemed not to have been broken by:
 - (i) any period of absence on leave without pay not exceeding 6 months;
 - (ii) absence of an employee from the hospital whilst a member of the Defence Forces of the Commonwealth in time of war.
- (d) Each period of long service leave accessed by an employee must be for a period of one week or more.
- (e) Where any employee has been granted a period of long service leave prior to the coming into force of this Agreement the amount of such leave shall be debited against the amount of leave due under this Agreement.
- (f) Any period(s) of part-time employment with the same employer shall count towards long service leave as provided for in paragraph (ii)(a) of this clause. Such long service leave shall be paid for on the basis of the proportion that the average number of hours worked per week bears to 38 hours.
- (g) Where an employee has accrued a right to an allocated day off duty on pay prior to entering a period of long service leave such day shall be taken on the next working day immediately following the period of long service leave.

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

35. Compassionate Leave

- (i) An employee is entitled to 2 days of compassionate leave for each occasion (a *permissible occasion*) when a member of the employee's immediate family, or a member of the employee's household:
 - (a) contracts or develops a personal illness that poses a serious threat to his or her life; or
 - (b) sustains a personal injury that poses a serious threat to his or her life; or
 - (c) dies.
- (ii) An employee may take compassionate leave for a particular permissible occasion if the leave is taken:
 - (a) to spend time with the member of the employee's immediate family or household who has contracted or developed the personal illness, or sustained the personal injury, referred to in subclause (i); or

- (b) after the death of the member of the employee's immediate family or household referred to in subclause (i).
- (iii) An employee may take compassionate leave for a particular permissible occasion as a single continuous 2 day period; or 2 separate periods of 1 day each; or any separate periods to which the employee and the employer agree.
- (iv) Where the employee is involved in funeral arrangements, travelling etc., leave may be allowed for up to three days for each permissible occasion.
- (v) If the permissible occasion is the contraction or development of a personal illness, or the sustaining of a personal injury, the employee may take the compassionate leave for that occasion at any time while the illness or injury persists.
- (vi) The above situations are not intended to codify completely purposes for which compassionate leave with pay may be allowed. The element of unforeseen emergency could be present in other situations, e.g. floods and bushfires, which may prevent attendance for duty.
- (vii) If, in accordance with this Clause, an employee, other than a casual employee, takes a period of compassionate leave, the employer must pay the employee at the employee's ordinary rate for the employee's ordinary hours of work in the period. For casual employees, compassionate leave is unpaid leave.
- (viii) The employee, if required by the employer, shall supply relevant evidence of the requirement for such leave.

36. Parental Leave

- (i) Employees are entitled to parental leave in accordance with the provisions of the *Fair Work Act 2009*, as amended from time to time.
 - (a) Parental leave consists of primary carer leave, secondary carer/partner leave and adoption-related leave.
 - (b) An employee, other than a casual employee, is not entitled to unpaid leave (other than unpaid pre-adoption leave) unless the employee has, or will have, completed at least 40 weeks of continuous service with the employer.
 - (c) A casual employee is entitled to 12 months unpaid parental leave only if the employee has completed at least 12 months of continuous service with the employer as per the provisions of the *Fair Work Act 2009*.
- (ii) Permanent employees eligible for parental/primary care giver leave in accordance with subclause (a) shall be entitled to the following paid parental leave:
 - (a) Twelve weeks' paid maternity/primary care giver leave or one week paid partner leave at the ordinary rate will be made to any employee who qualifies under the Agreement. This leave may commence up to 9 weeks prior to the expected date of birth.
 - (b) The paid maternity/ primary care giver parental leave may be paid in accordance with the normal fortnightly pay period, in advance in a lump sum, or at the rate of half pay over a period of 24 weeks per fortnightly pay period.
 - (c) Annual leave and/or long service leave credits can be combined with periods of parental leave on half pay to enable an employee to remain on full pay for that period.

- (d) The amount of paid leave provided in this Agreement shall not be reduced in terms of its monetary value by the current 18 weeks' paid parental leave prescribed under the Paid Parental Leave Act 2010. For the avoidance of doubt the value of the paid parental leave provided under this Agreement will be in addition to the value of the 18 weeks paid parental leave paid at the Federal minimum wage.
- (iii) An employee (including casuals) who has once met the conditions for paid parental leave will not be required to meet the eligibility requirements of subclause (i) of this clause in order to qualify for a further period of paid parental leave, unless:
 - (a) there has been a break in service due to termination of employment for any reason, or
 - (b) the employee has completed a period of leave without pay of more than 40 weeks. In this context leave without pay does not include sick leave without pay, parental leave without pay, or leave without pay associated with illness or injury compensable under the Workers' Compensation Act 1987 (NSW).
- (iv) An employee who intends to proceed on primary carer parental leave should make application to the Hospital as early as possible, and not less than 8 weeks prior to the commencement of the leave. Written notice must include:
 - (a) a medical certificate stating the expected date of birth, and
 - (b) the period of leave desired.
- (v) In the event of a miscarriage any absence from work is to be covered by the current sick leave provisions.
- (vi) In the case of a stillbirth (as classified by the Registry of Births, Deaths and Marriages) an employee may elect to take sick leave, subject to production of a medical certificate, or maternity leave. She may resume duty at any time provided she produces a doctor's certificate as to her fitness.
- (vii) An employee who gives birth prematurely and prior to proceeding on primary carer parental leave will be treated as being on parental leave from the date leave is commenced to have the child. Should an employee return to duty during the period of paid primary carer parental leave, such paid leave ceases from the date duties are resumed.
- (viii) If, because of an illness associated with her pregnancy an employee is unable to continue to work then she can elect to use any available paid leave (sick, annual and/or long service leave) or to take sick leave without pay.
- (ix) Where an employee is entitled to paid primary carer parental leave, but because of illness is on sick leave, or on recreation leave, long service leave, or sick leave without pay prior to the birth, such leave ceases 12 weeks prior to the expected date of birth. The employee then commences primary carer parental leave with the normal provisions applying.
- (x) A female employee shall be entitled to work until the expected date of birth of the child. At six weeks from the date of the expected date of birth of the child, if requested by the Employer or nominee, the employee shall provide a statement from her medical practitioner to the effect that continuing employment until the expected date of birth is not a risk to the employee or the unborn child.
- (xi) Effect of Parental Leave on Accrual of Leave, Increments etc.

- (a) When the employee has resumed duties, any period of full pay leave is counted in full for the accrual of recreation leave and any period of parental leave on half pay is taken into account to the extent of one half thereof when determining the accrual of recreation leave.
 - (b) Except in the case of employees who have completed 10 years' service the period of parental leave without pay does not count as service for long service leave purposes. Where the employee has completed 10 years' service the period of parental leave without pay will count as service provided such leave does not exceed 6 months.
 - (c) Parental leave without pay does not count as service for incremental purposes. Periods of parental leave at full pay and at half pay are to be regarded as service for incremental progression on a pro-rata basis.
- (xii) Right to request
- (a) An employee entitled to parental leave pursuant to the provisions of this clause may request the employer to allow the employee:
 - (1) to extend the 52 weeks of unpaid parental leave by a further continuous period of leave not exceeding 12 months;
 - (2) to return from a period of parental leave on a part-time basis until the child reaches school age;

to assist the employee in reconciling work and parental responsibilities.
 - (b) The employer shall consider the request having regard to the employee's circumstances and, provided the request is genuinely based on the employee's parental responsibilities, may only refuse the request on reasonable grounds related to the effect of the workplace or the employer's business.
 - (c) Employee's request and the employer's decision to be in writing

The employee's request and the employer's decision made under (a) and (b) must be recorded in writing.
 - (d) Request to return to work part-time

Where an employee wishes to make a request under (xii)(a)(2), such a request must be made as soon as possible but no less than four weeks prior to the date upon which the employee is due to return to work from parental leave.
- (xiii) Communication during parental leave
- (a) Where an employee is on parental leave and a definite decision has been made to introduce significant change at the workplace, the employer shall take reasonable steps to:
 - (1) make information available in relation to any significant effect the change will have on the status or responsibility level of the position the employee held before commencing parental leave; and

- (2) provide an opportunity for the employee to discuss any significant effect the change will have on the status or responsibility level of the position the employee held before commencing parental leave.
- (b) The employee shall take reasonable steps to inform the employer about any significant matter that will affect the employee's decision regarding the duration of parental leave to be taken, whether the employee intends to return to work and whether the employee intends to request to return to work on a part-time basis.
- (c) The employee shall also notify the employer of changes of address or other contact details which might affect the employer's capacity to comply with paragraph (xiii)(a) of this subclause.
- (xiv) Lactation provisions

Employees who are lactating will be entitled to one paid break of 30 minutes per shift for the purpose of expressing their milk or breast feeding their child. The employer will provide access to suitable facilities for such purpose.
- (xv) Portability of service for parental leave

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

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

37. Flexible Working Arrangements

- (i) The NES provides particular employees with an entitlement to request a flexible working arrangement. In addition to the NES, if the employer does not agree to the employee's request, the employer must discuss the request with the employee to better understand the employee's circumstances and then the employer must provide any available counter-proposals to the employee in writing. Any agreed arrangement must be recorded in writing.

38. Special Leave

- (i) Employees shall be entitled to access their personal leave accrued pursuant to this Agreement for special purposes that require them to be absent from duty. Such leave is referred to in this Agreement as Special Leave.
- (ii) Subject to subclause (v), the employer shall grant Special Leave to an employee for the following special purposes:
 - (a) care for family or friends when Personal Carer's Leave does not apply;

- (b) attendance at a funeral or memorial service (where not provided for under Clause 38, Compassionate Leave);
 - (c) moving between residences;
 - (d) attendance at courses, assessments and graduations conducted by officially recognised organisations;
 - (e) attendance at court as a witness;
 - (f) attendance at emergency incidents and training associated with membership of emergency organisations (e.g. . NSW Rural Fire Service, NSW Fire Brigades, SES, St Johns, SLSA etc);
 - (g) acting as a blood donor or bone marrow donor;
 - (h) participation in retirement preparation seminars;
 - (i) attendance at professional or learned society conferences;
 - (j) participation in recognised days of cultural or religious significance; or
 - (k) acceptance of an award for outstanding community service or academic work;
- (iii) A request from an employee to access Special Leave for other special purposes (other than those prescribed in subclause (ii)) may be granted by the employer. Such a request from an employee to access Special Leave shall not be unreasonably withheld.
- (iv) An employee may take up to 3 days of their personal leave as Special Leave in any one year (or 24 working hours where employees are working other than 8 hour shifts). For the purposes of this clause, the year shall commence from the date of operation of this Agreement; or for future employees their starting date of employment.
- (v) As far as practicable and where possible Special Leave shall be applied for one week in advance. This notice period can be waived in exceptional circumstances.
- (vi) Part-time employees shall be entitled to Special Leave on a pro rata basis.
- (vii) An employee may request Special Leave to be taken during any other period of leave.
- (viii) Special Leave is in addition to community services leave as provided by the NES.
- (ix) In the event that request for Special Leave is withheld the employee has the right to invoke the provisions of Clause 10, Resolution of Disputes, of this Agreement.

39. Jury Service

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

40. Sabbatical Leave

- (i) An employee who has had at least 5 years continuous service with the employer is entitled to take 3 months leave without pay at any time agreed between the employer and the employee.
- (ii) An employee who has had at least 10 years continuous service with the employer is entitled to take 6 months leave without pay at any time agreed between the employer and the employee, if they have not taken any other leave without pay under sub-clause (i) of this clause. If they have taken leave under sub-clause (i) of this clause they are entitled to take an additional 3 months leave without pay at any time agreed between the employer and the employee.
- (iii) During the period of Sabbatical Leave, the employee will not be required to meet the employer's superannuation liability.

PART VII – OTHER MATTERS

41. Magnet Professional Practice Program

- (i) The Magnet Professional Practice Program operates at the Hospital and provides for further remuneration in addition to that paid pursuant to Clause 16, Salaries.
- (ii) It is the intention of the parties that the Magnet Professional Practice Program:
 - Be an employee driven reward and recognition program for demonstrated competency;
 - Provide self paced learning and improved skill development;
 - Provide individual autonomy over career and remuneration;
 - Promote recruitment and retention; and
 - Promote clinical excellence and best practice.
- (iii) Magnet Professional Practice Program and the allowances associated with such accelerated progression are subject to the provisions outlined in Hospital Policy: Magnet Professional Practice Program.
- (iv) Magnet Professional Practice Program allowances are paid weekly and for all purposes of the Agreement.

42. Staff Amenities

The employer shall provide for the use of employees:

- (i) A suitable changing room and adequate washing and toilet facilities;
- (ii) A secure locker or other suitable place for the safe keeping of clothing and personal effects of such employee;

- (iii) The employer shall provide for an employee morning and afternoon tea, supper and early morning tea (which shall include tea or coffee together with milk and sugar) when the employee is on duty, at times appropriate for the partaking thereof, and shall provide also for such an employee, who requires them, meals of a reasonable standard, which fall due during the duty period, and for such meals so provided may make a charge, provided that the charge for breakfast shall be the sum set out in Item 10 of Table 3 – Other Allowances, Rates and Deductions, of Schedule 1: Wages and Allowances and the sum set out in Item 11 of Table 3 – Other Allowances, Rates and Deductions, of Schedule 1: Wages and Allowances, for other meals. The charges referred to in this subclause are to be adjusted in accordance with the movement in wage rates following State Wage Case decisions. The employers are entitled to set prices for meals at a level to cover labour and ingredient costs.

43. Nurses' and Midwives' Association /Australian Nursing and Midwifery Federation (NSW) Branch Representatives

- (i) The NSWNMA/ANMF – NSW Branch representatives shall be allowed to approach or be approached by a member of the Association to discuss any matter related to the member's employment, at any time during working hours, taking into account patient care.
- (ii) NSWNMA/ANMF – NSW Branch representatives shall also be granted reasonable time during working hours to:
 - (a) consult with union members and with officials of the Association;
 - (b) represent the interests of Association members to the employer; and
 - (c) participate in the affairs of the Association.
- (iii) The NSWNMA/ANMF – NSW Branch representatives will be entitled to confer with management during working hours, without loss of pay, on any matter affecting members of the Association employed by the employer.
- (iv) The employer shall recognise NSWNMA/ANMF – NSW Branch representatives at the workplace, and undertakes to permit such NSWNMA/ANMF – NSW Branch representatives to perform their role without discrimination and victimisation in their employment.
- (v) The employer will consult with NSWNMA/ANMF – NSW Branch representatives prior to introducing any significant change which will impact on nursing employees.
- (vi) The employer will allow NSWNMA/ANMF – NSW Branch representatives to address new employees about the benefits of union membership during the Hospital orientation process. An Association membership form will be provided to each new nursing employee upon commencing employment with the employer.
- (vii) The employer will allow NSWNMA/ANMF – NSW Branch representatives reasonable access to the use of hospital facilities for the purpose of carrying out work as a NSWNMA/ANMF – NSW Branch representative and consulting with workplace colleagues and the Association.
- (viii) The employer shall provide a notice board in a prominent location in the workplace on which Branch officials and accredited delegates may place notices relevant to Association activities.

- (ix) In addition to any entitlement to paid leave, the employer will give Branch representatives trade union paid leave of up to 5 days per annum per employee to attend the Association's Branch Officials Training program, and the Association Annual Conference.

In those instances where a branch representative has exhausted their 5 days trade union paid leave they may request additional trade union paid leave. Such requests will not be unreasonably refused.

- (x) The employer will allow reasonable time subject to mutual agreement for Branch representatives to attend the Association's Committee of Delegates and/or Council.
- (xi) The NSWNMA/ANMF – NSW Branch representatives shall be entitled to facilitate up to 4 paid union meetings per year to discuss issues with nursing employees.

44. Attendance at Meetings And Fire Drills

- (i) Any employee required to work outside the ordinary hours of work in satisfaction of the requirements for compulsory fire safety practices (fire drill and evacuation procedures) contained from time to time within the *Private Health Facilities Act 2007 (NSW)* and the regulations made there under, shall be entitled to be paid the ordinary rate for the actual time spent in attendance at such practices. In lieu of receiving payment, employees may with the agreement of the employer be permitted to be free from duty for a period of time equivalent to the period spent in attendance at such meetings. Such time spent in attendance shall not be viewed as overtime for the purposes of this Agreement.
- (ii) Any employee required to attend Occupational Health and Safety Committee and/or Board of Management meetings in the capacity of employee representative shall, if such meetings are held outside the ordinary hours of work, be entitled to receive payment at the ordinary rate for the actual time spent in attendance at such meetings. In lieu of receiving payment, employees may with the agreement of the employer be permitted to be free from duty for a period of time equivalent to the period spent in attendance at such meetings. Such time spent in attendance shall not be viewed as overtime for the purposes of this Agreement.
- (iii) For the purposes of this clause ordinary rate shall include amounts payable under Clause 16, Salaries, and Clause 17 Special Allowances, subclauses (i) and (ii), of this Agreement plus, where appropriate, the casual loading prescribed in Clause 12 Part-time and Casual Employees of this Agreement for employees engaged otherwise than as a full-time or permanent part-time employee.
- (iv) Where reasonably practicable, the Employer will deliver, or in the case of meetings set out at subclause (ii) will conduct, the above compulsory training/ meetings within an employee's ordinary hours of work.
 - (a) In the case of employees classified as an AIN/ Trainee Enrolled Nurse, where it is not practicable to undertake the compulsory training/ meetings in accordance with subclause (iv), up to 8 hours of such compulsory training/ meetings per year may be held outside of an employee's ordinary hours and be paid at the ordinary rate. Such compulsory training/ meetings that fall outside an employee's ordinary hours and are in excess of 8 hours per year will be paid at the applicable overtime penalty rate. The payment arrangements set out in this subclause will also apply to the compulsory training set out at clause 46(v) (Learning and Development).

45. Nursing Workloads

- (i) The employer is committed to ensuring that staffing levels are appropriate, in order to ensure the delivery of high quality patient care and a safe working environment for nurses. The parties to this agreement recognise that reasonable workloads are determined by a range of factors including skill mix, acuity, specialisation, geography and supervisory responsibilities.
- (ii) The parties agree that existing flexibility in respect of staffing will be maintained. In determining whether staffing levels are appropriate, the current practice of staffing based on collaboration between Nursing Administration and Ward/Unit management will continue on a shift basis, taking into account the following factors:
 - (a) occupancy;
 - (b) patient acuity;
 - (c) the skill level of staff;
 - (d) the availability of support staff, including educators;
 - (e) patient movements;
 - (f) access to training, including e-learning;
 - (g) workplace health and safety;
 - (h) practice with comparative wards/units within the Employer's other facilities;
 - (i) obligations arising from professional registration; and
 - (j) professional nursing standards, where appropriate.
- (iii) All rostered and unplanned leave will be replaced with a nurse of the same classification level wherever reasonably practicable, taking into account the factors outlined above at subclause (ii).

Monitoring staffing at ward/unit meetings

- (iv) Staffing will be reviewed collaboratively at monthly meetings where practicable. These meetings will be minuted with the minutes displayed in a prominent place.

Resolving staffing issues

- (v) Should any nurse or group of nurses in any one ward or unit feel the workloads are unreasonably heavy, on a regular basis, then they have a responsibility to raise their concerns in writing with their nurse manager.
- (vi) The nurse manager shall investigate any issue that is raised within 48 hours, where practicable, and provide a response to the issues.
- (vii) If the nurse manager is unable to resolve the workload issue or respond within this period, the issue is to be referred to the Director of Nursing.
- (viii) The employee may be represented by their NSWNMA branch representatives.
- (ix) If the matter is not settled with a reasonable period of time, Clause 10 Resolution of Disputes will apply.
- (x) In determining workloads the employer is entitled to take into account the needs of the workplace including patient care and the need to roster employees at short notice in accordance with this Agreement.

Process to adjust staffing

- (xi) When a nurse manager considers additional nursing hours should be provided in order to meet clinical needs, they will inform their immediate supervisor.
- (xii) Where it is determined to backfill an absence, the default position is to fill the absence with a nurse of the same classification as the absent nurse, wherever reasonably practicable.
- (xiii) The Employer will collaboratively consider a solution(s) including, but not limited to, the following options:
 - (a) deployment of appropriately skilled nurses from other wards/units;
 - (b) additional hours for part-time staff;
 - (c) engagement of casual or agency nursing staff;
 - (d) overtime;
 - (e) prioritisation of nursing activities on the ward/unit;
 - (f) reallocation of patients.
- (xiv) The Employer's decision will be recorded in writing.

46. Learning and Development

- (i) Managers and supervisors are responsible for promoting and supporting learning activities for employees in their area of responsibility.
- (ii) Professional development shall be identified on an annual basis through the employees' annual performance appraisal.
- (iii) Leave for learning or development will be negotiated between the employee and the employer, based on the requirements of the course and the needs of the employer.
- (iv) Study leave for the purposes of learning and development will be negotiated between the employer and the employees.
- (v) When an employee is required by the employer to undertake training outside ordinary working hours, the employee will be paid at their ordinary rate for the time spent in training.

47. Continuing Professional Development

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

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

48. Purchased Leave (48/52)

- (i) Staff shall have the option of applying for an additional four weeks paid annual leave with a proportionate reduction in the hourly rate of pay to take into account the increase in both annual leave and annual leave loading entitlements.
- (ii) Upon application, management may approve in writing a total of four weeks' additional paid annual leave with a proportionate reduction in the hourly rate of pay to take into account the increase in both annual leave and annual leave loading entitlements. When reviewing the application, management will take into consideration the role and responsibilities of the applicant's position.
- (iii) Where employees elect to take additional annual leave as specified in the above sub clauses existing annual leave entitlements would be increased in proportion to the reduction in the hourly rate of pay.
- (iv) Employees may not alter such election as specified in the above sub clauses during the year except with the agreement of the employer. Where the employee ceases to receive additional annual leave, the employee will revert back to the normal rate of pay and annual leave entitlement.
- (v) Any additional annual leave accrued under this clause shall not be subject to annual leave loading.
- (vi) Purchased leave must be utilised within the 12 months in which it is purchased. If purchased leave is not utilised within the 12 months in which it is purchased, the employee will be paid the purchased leave unless an extension to the purchased leave period is agreed to by the Employer.
- (vii) Where an employee leaves the Employer during a year in which purchased leave has been approved, final payment will be adjusted to take account of deductions made and leave not taken.

49. Leave to deal with Family and Domestic Violence

- (i) Leave to deal with Family and Domestic Violence

This clause applies to all employees, including casuals.

- (ii) Definitions

In this clause:

family and domestic violence means violent, threatening or other abusive behaviour by a family member of an employee that seeks to coerce or control the employee and that causes them harm or to be fearful.

family member means:

- (a) a spouse, de facto partner, child, parent, grandparent, grandchild or sibling of the employee; or
- (b) a child, parent, grandparent, grandchild or sibling of a spouse or de facto partner of the employee; or
- (c) a person related to the employee according to Aboriginal or Torres Strait Islander kinship rules.

A reference to a spouse or a de facto partner in the definition of family member in this clause includes a former spouse or de facto partner.

(iii) Entitlement to leave

An employee is entitled to 10 days' leave to deal with family and domestic violence, as follows:

- (a) The entitlement to leave is paid for full time and part time employees and unpaid for casual employees;
- (b) the leave is available in full at the start of each 12 month period of the employee's employment; and
- (c) the leave does not accumulate from year to year; and
- (d) is available in full to part-time and casual employees.

A period of leave to deal with family and domestic violence may be less than a day by agreement between the employer and employee. The Employer and the employee may agree that the employee may take additional unpaid leave to deal with family and domestic violence.

(iv) Taking leave to deal with family and domestic violence

An employee may take unpaid leave to deal with family and domestic violence if the employee:

- (a) is experiencing family and domestic violence; and
- (b) needs to do something to deal with the impact of the family and domestic violence and it is impractical for the employee to do that thing outside their ordinary hours of work.

The reasons for which an employee may take leave include making arrangements for their safety or the safety of a family member (including relocation), attending urgent court hearings, or accessing police services.

(v) Service and continuity

The time an employee is on unpaid leave to deal with family and domestic violence does not count as service but does not break the employee's continuity of service.

(vi) Notice and evidence requirements

An employee must give the Employer notice of the taking of leave by the employee under this clause. The notice:

- (a) must be given to the employer as soon as practicable (which may be a time after the leave has started); and
- (b) must advise the employer of the period, or expected period, of the leave.

An employee who has given the Employer notice of the taking of leave under this clause must, if required by the Employer, give the Employer evidence that would satisfy a reasonable person that the leave is taken for the purpose specified in this clause. Depending on the circumstances such evidence may include a document issued by the police service, a court or a family violence support service, or a statutory declaration.

(vii) Confidentiality

The Employer will take steps to ensure information concerning any notice an employee has given, or evidence an employee has provided under clause 49(vi), is treated confidentially, as far as it is reasonably practicable to do so.

Nothing in clause 4 prevents the Employer from disclosing information provided by an employee if the disclosure is required by an Australian law or is necessary to protect the life, health or safety of the employee or another person.

The Employer acknowledges that information concerning an employee's experience of family violence is sensitive and if mishandled can have adverse consequences for the employee. The Employer and employee may consult about the handling of sensitive information.

(viii) Compliance

An employee is not entitled to take leave under clause 49 unless the employee complies with clause 49.

SCHEDULE 1 – WAGES AND ALLOWANCES

TABLE 1: Salaries
(per week)

First full pay period on or after	1/01/2018	1/01/2019	1/01/2020	1/01/2021
Increase	<i>Current</i>	2.50%	2.50%	2.50%
Assistant In Nursing				
Year 1	\$873.12	\$894.95	\$917.32	\$940.25
Year 2	\$901.16	\$923.69	\$946.78	\$970.45
Year 3	\$929.32	\$952.55	\$976.37	\$1,000.78
Thereafter	\$958.36	\$982.32	\$1,006.88	\$1,032.05
Enrolled Nurse				
Year 1	\$1,072.02	\$1,098.82	\$1,126.29	\$1,154.45
Year 2	\$1,095.37	\$1,122.75	\$1,150.82	\$1,179.59
Year 3	\$1,118.96	\$1,146.93	\$1,175.61	\$1,205.00
Year 4	\$1,142.56	\$1,171.12	\$1,200.40	\$1,230.41
Thereafter	\$1,157.27	\$1,186.20	\$1,215.86	\$1,246.25
Special Grade	\$1,203.19	\$1,233.27	\$1,264.10	\$1,295.70
Enrolled Nurse Endorsed to Administer Medication				
Year 1	\$1,095.37	\$1,122.75	\$1,150.82	\$1,179.59
Year 2	\$1,119.42	\$1,147.41	\$1,176.09	\$1,205.49
Year 3	\$1,142.56	\$1,171.12	\$1,200.40	\$1,230.41
Year 4	\$1,157.27	\$1,186.20	\$1,215.86	\$1,246.25
Year 5	\$1,182.39	\$1,211.95	\$1,242.25	\$1,273.30
Nurse-Undergoing Pre Registration training/ AIN in 3rd yr of U/G study				
	\$1,047.67	\$1,073.86	\$1,100.71	\$1,128.23
Registered Nurse/ Midwife				
Year 1	\$1,215.25	\$1,245.63	\$1,276.77	\$1,308.69
Year 2	\$1,281.45	\$1,313.49	\$1,346.32	\$1,379.98
Year 3	\$1,347.42	\$1,381.11	\$1,415.63	\$1,451.02
Year 4	\$1,418.34	\$1,453.80	\$1,490.14	\$1,527.40
Year 5	\$1,488.73	\$1,525.95	\$1,564.10	\$1,603.20
Year 6	\$1,559.13	\$1,598.11	\$1,638.06	\$1,679.01
Year 7	\$1,638.92	\$1,679.89	\$1,721.89	\$1,764.94
Year 8	\$1,706.67	\$1,749.34	\$1,793.07	\$1,837.90
Clinical Nurse/ Midwife Educator				
	\$1,776.44	\$1,820.85	\$1,866.37	\$1,913.03
Nurse/ Midwife Educator				
Year 1	\$2,003.57	\$2,053.66	\$2,105.00	\$2,157.63
Year 2	\$2,058.89	\$2,110.36	\$2,163.12	\$2,217.20
Year 3	\$2,108.99	\$2,161.71	\$2,215.76	\$2,271.15
Year 4	\$2,250.76	\$2,307.03	\$2,364.70	\$2,423.82
Clinical Nurse/ Midwife Specialist				
Grade 1	\$1,854.20	\$1,900.56	\$1,948.07	\$1,996.77
Grade 2	\$1,927.00	\$1,975.18	\$2,024.55	\$2,075.17
Grade 3	\$2,060.71	\$2,112.23	\$2,165.03	\$2,219.16
Clinical Nurse/ Midwife Consultant				
Grade 1 Yr 1	\$2,170.30	\$2,224.56	\$2,280.17	\$2,337.18

First full pay period on or after	1/01/2018	1/01/2019	1/01/2020	1/01/2021
Grade 1 Yr 2	\$2,213.81	\$2,269.16	\$2,325.88	\$2,384.03
Grade 2 Yr 1	\$2,256.95	\$2,313.37	\$2,371.21	\$2,430.49
Grade 2 Yr 2	\$2,300.83	\$2,358.35	\$2,417.31	\$2,477.74
Grade 3 Yr 1	\$2,422.34	\$2,482.90	\$2,544.97	\$2,608.60
Grade 3 Yr 2	\$2,465.97	\$2,527.62	\$2,590.81	\$2,655.58
Nurse/ Midwifery Unit Manager				
Level 1	\$2,176.02	\$2,230.42	\$2,286.18	\$2,343.34
Level 2	\$2,278.09	\$2,335.04	\$2,393.42	\$2,453.25
Level 3	\$2,372.36	\$2,431.67	\$2,492.46	\$2,554.77
Senior Nurse/ Midwife Educator				
Year 1	\$2,271.79	\$2,328.58	\$2,386.80	\$2,446.47
Year 2	\$2,317.83	\$2,375.78	\$2,435.17	\$2,496.05
Year 3	\$2,394.33	\$2,454.19	\$2,515.54	\$2,578.43
Nurse Practitioner				
Year 1	\$2,492.10	\$2,554.40	\$2,618.26	\$2,683.72
Year 2	\$2,537.76	\$2,601.20	\$2,666.23	\$2,732.89
Year 3	\$2,601.61	\$2,666.65	\$2,733.32	\$2,801.65
Year 4	\$2,665.95	\$2,732.60	\$2,800.91	\$2,870.94
Assistant DON 100 Beds & Over				
	\$2,372.36	\$2,431.67	\$2,492.46	\$2,554.77
Deputy DON				
200 less than 250	\$2,428.68	\$2,489.40	\$2,551.63	\$2,615.42
250 less than 350	\$2,518.91	\$2,581.88	\$2,646.43	\$2,712.59
DON				
200 less than 250	\$2,870.39	\$2,942.15	\$3,015.70	\$3,091.10
250 less than 350	\$2,975.80	\$3,050.20	\$3,126.45	\$3,204.61

**TABLE 2: Darlinghurst Allowance
(per week)**

First full pay period on or after	Current	1/01/2019	1/01/2020	1/01/2021
Assistant in Nursing		2.50%	2.50%	2.50%
Year 1	\$21.83	\$22.38	\$22.94	\$23.51
Year 2	\$22.53	\$23.09	\$23.67	\$24.26
Year 3	\$23.23	\$23.81	\$24.41	\$25.02
Thereafter	\$23.95	\$24.55	\$25.16	\$25.79
Enrolled Nurse				
Year 1	\$26.80	\$27.47	\$28.16	\$28.86
Year 2	\$27.38	\$28.06	\$28.77	\$29.49
Year 3	\$27.98	\$28.68	\$29.40	\$30.13
Year 4	\$28.57	\$29.28	\$30.02	\$30.77
Thereafter	\$28.93	\$29.65	\$30.39	\$31.15
Special Grade	\$30.08	\$30.83	\$31.60	\$32.39
Enrolled Nurse Endorsed to Administer Medication				
Year 1	\$27.38	\$28.06	\$28.77	\$29.49
Year 2	\$27.99	\$28.69	\$29.41	\$30.14
Year 3	\$28.57	\$29.28	\$30.02	\$30.77
Year 4	\$28.93	\$29.65	\$30.39	\$31.15
Year 5	\$29.56	\$30.30	\$31.06	\$31.83
Registered Nurse/ Midwife				
Year 1	\$30.38	\$31.14	\$31.92	\$32.72
Year 2	\$32.03	\$32.83	\$33.65	\$34.49
Year 3	\$33.68	\$34.52	\$35.39	\$36.27
Year 4	\$35.46	\$36.35	\$37.26	\$38.19
Year 5	\$37.21	\$38.14	\$39.09	\$40.07
Year 6	\$38.98	\$39.95	\$40.95	\$41.98
Year 7	\$40.97	\$41.99	\$43.04	\$44.12
Year 8	\$42.67	\$43.74	\$44.83	\$45.95
Clinical Nurse/ Midwife Educator				
	\$44.41	\$45.52	\$46.66	\$47.82
Nurse/ Midwife Educator				
Year 1	\$50.09	\$51.34	\$52.63	\$53.94
Year 2	\$51.53	\$52.82	\$54.14	\$55.49
Year 3	\$52.73	\$54.05	\$55.40	\$56.78
Year 4	\$56.16	\$57.56	\$59.00	\$60.48
Clinical Nurse/ Midwife Specialist				
Grade 1	\$46.35	\$47.51	\$48.70	\$49.91
Grade 2	\$48.17	\$49.37	\$50.61	\$51.87
Grade 3	\$51.52	\$52.81	\$54.13	\$55.48
Clinical Nurse/ Midwife Consultant				

First full pay period on or after	Current	1/01/2019	1/01/2020	1/01/2021
Grade 1 Year 1	\$54.25	\$55.61	\$57.00	\$58.42
Grade 1 Year 2	\$55.35	\$56.73	\$58.15	\$59.61
Grade 2 Year 1	\$56.42	\$57.83	\$59.28	\$60.76
Grade 2 Year 2	\$57.52	\$58.96	\$60.43	\$61.94
Grade 3 Year 1	\$60.56	\$62.07	\$63.63	\$65.22
Grade 3 Year 2	\$61.65	\$63.19	\$64.77	\$66.39
Nurse/ Midwifery Unit Manager				
NUM Level 1	\$54.40	\$55.76	\$57.15	\$58.58
NUM Level 2	\$56.95	\$58.37	\$59.83	\$61.33
NUM Level 3	\$59.31	\$60.79	\$62.31	\$63.87
Senior Nurse/ Midwife Educator		\$0.00	\$0.00	\$0.00
Year 1	\$56.80	\$58.22	\$59.68	\$61.17
Year 2	\$57.94	\$59.39	\$60.87	\$62.40
Year 3	\$59.85	\$61.35	\$62.88	\$64.45
Assistant DON 100 Beds & Over				
	\$59.31	\$60.79	\$62.31	\$63.87
Deputy DON				
200 less than 250	\$60.72	\$62.24	\$63.79	\$65.39
250 less than 350	\$62.91	\$64.48	\$66.09	\$67.75
DON				
200 less than 250	\$71.76	\$73.55	\$75.39	\$77.28
250 less than 350	\$74.39	\$76.25	\$78.16	\$80.11

TABLE 3: Other Allowances, Rates and Deductions

		FFPPOOA 1/01/2018	FFPPOOA 1/01/2019	FFPPOOA 1/01/2020	FFPPOOA 1/01/2021	Frequency of payment of allowance
	Allowance Type	<i>Current</i>	<i>2.50%</i>	<i>2.50%</i>	<i>2.50%</i>	
1	In charge hospital day, evening or night shift	\$42.64	\$43.71	\$44.80	\$45.92	per shift
2	In charge ward/unit in absence of NUM	\$42.64	\$43.71	\$44.80	\$45.92	per shift
3	On Call	\$37.95	\$38.90	\$39.87	\$40.87	per 24 hours or part there of
4	On Call – Rostered off (min)	\$73.80	\$75.65	\$77.54	\$79.47	Up to first 14 hours
5	On Call – Rostered off (Hr)	\$5.28	\$5.41	\$5.55	\$5.69	per hour
6	On Call during meal break	\$21.23	\$21.76	\$22.30	\$22.86	per break
7	Lead apron allowance	\$1.97	\$2.02	\$2.07	\$2.12	per hour or part
8	In charge ward/unit & hospital	\$63.80	\$65.40	\$67.03	\$68.71	per shift
9	Meal on overtime	\$19.87	\$20.37	\$20.88	\$21.40	per meal
10	Breakfast	\$4.05	\$4.15	\$4.26	\$4.36	per meal
11	Other meals	\$7.35	\$7.53	\$7.72	\$7.92	per meal
12	Uniforms	\$7.28	\$7.46	\$7.65	\$7.84	per week
13	Shoes	\$2.24	\$2.30	\$2.35	\$2.41	per week
14	Stockings	\$3.77	\$3.86	\$3.96	\$4.06	per week
15	Cardigan or Jacket	\$2.19	\$2.24	\$2.30	\$2.36	per week
16	Laundry	\$6.05	\$6.20	\$6.36	\$6.52	per week
17	Socks	\$0.73	\$0.75	\$0.77	\$0.79	per week

		FFPPOOA 1/01/2018	FFPPOOA 1/01/2019	FFPPOOA 1/01/2020	FFPPOOA 1/01/2021	Frequency of payment
	Deductions					
18	Car Parking	\$6.50	\$6.50	\$6.50	\$8.00	per day

APPENDIX 1: CLASSIFICATIONS

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

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

Enrolled Nurses

"Enrolled Nurse" means a nurse enrolled with the Nursing and Midwifery Board of Australia who:

- a) prior to July 1, 2010 held an endorsement for medication administration, or
- b) subsequent to July 1, 2010 has completed the Board's required approved qualifications in order to have the notation on their licence removed. For a nurse who applies to have their enrolment notation removed, this classification shall also apply from the date upon which the Board so removes the notation, or
- c) has been enrolled for the first time subsequent to July 1, 2010.

"Enrolled Nurse – Special Grade" means an enrolled nurse with an Advanced Certificate qualification and a minimum of 3 years equivalent post enrolment experience. Such a nurse is appointed to a position established by the Hospital which satisfies the criteria as agreed between the Association and the Hospital from time to time.

"Enrolled Nurse – 'Endorsed'" means an enrolled nurse who has successfully completed an appropriately accredited course that includes a medication component and the Nursing and Midwifery Board of Australia has issued the enrolled nurse with an endorsement for the administration of medications either by:

- a) a notation on the enrolled nurse's Authority to Practise certificate; or
- b) a letter (original) from the Board stating that the enrolled nurse has successfully completed an accredited medication course and that the nurse is endorsed for this practice.

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

Clinical Nurse Specialists

"Clinical Nurse/ Midwife Specialist Grade 1" means a registered nurse with relevant post-basic qualifications and 12 months' experience working in the clinical area of his/her specified post-basic qualification, or a minimum of 4 years' post-basic registration experience, including 3 years' experience in the relevant specialist field and who satisfies the local criteria.

"Clinical Nurse/ Midwife Specialist Grade 2" means a registered nurse appointed as such who has been appointed as a Clinical Nurse Specialist Grade 1, and who has relevant post-basic qualifications and 2 years experience working in the clinical area of his/her specified post-basic qualification, or a

minimum of 5 years' post-basic registration experience, including 4 years' experience in the relevant specialist field and who satisfies the local criteria.

"Clinical Nurse/ Midwife Specialist Grade 3" means a registered nurse appointed as such who has been appointed as a Clinical Nurse Specialist Grade 2, and who is working towards a relevant Masters Degree or who acts as a clinical mentor in the development of the unit's nursing staff, and routinely and competently practises at an advanced level and demonstrates improved patient outcomes.

"Nurse/Midwife Practitioner" means a registered nurse who is endorsed by the Board to practise as a nurse practitioner and appointed to such a position by the employer.

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

"Nursing Unit Manager Level 1" whose responsibilities include:

(a) Co-ordination of Patient Services

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

(b) Unit Management

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

(c) Nursing Staff Management

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

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

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

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

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

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

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

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

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

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

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

"Senior Nurse/ Midwife 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 Educator.

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.

Clinical Nurse/ Midwife Consultant

"Clinical Nurse Consultant Grade 1" means a registered nurse appointed as such to a position approved by the Hospital, who has at least 5 years full time equivalent post registration experience and in addition has approved post registration nursing qualifications relevant to the field in which they are appointed, or such other qualifications or experience deemed appropriate by the employer.

"Clinical Nurse Consultant Grade 2" means a registered nurse appointed as such to a position approved by the Hospital, who has at least 5 years full time equivalent post registration experience, with at least 3 years

full time equivalent experience in the specialty field. In addition the nurse must have approved postgraduate nursing qualifications relevant to the field in which they are appointed or such other qualifications or experience deemed appropriate by the Hospital. The employer may also require a higher qualification in the specialist nursing field where such a qualification is considered essential for the performance of the individual position.

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

"Assistant Director of Nursing" means:

- (a) A person appointed as such in a hospital where the adjusted daily average of occupied beds is not less than 150 and includes a person appointed as the nurse in charge during the evening or night in a hospital where the adjusted daily average of occupied beds is not less than 150.
- (b) A person appointed to be a registered nurse in charge of all theatres in a hospital having 4 or more major theatres in regular use.
- (c) A person appointed as such to a position approved by the employer including persons appointed to be in charge of the administration of a group of wards or department of a hospital including a community nursing department.

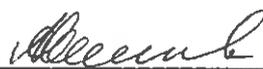
"Subsidiary Hospital Director of Nursing" means a person who is in charge of a subsidiary hospital which is under the management of the main hospital but which is detached there from and is substantially separately administered.

"Deputy Director of Nursing" means a person appointed to that position or deemed to hold that position pursuant to Clause 47, Deputy Director of Nursing and Assistant Director of Nursing, of this Agreement.

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

EXECUTION OF AGREEMENT

I am authorised to sign this Agreement on behalf of St Vincent's Private Hospital Sydney:

Signature: 

Name: ANNA CLARKE

Title: DIRECTOR OF HUMAN RESOURCES
PRIVATE HOSPITAL DIVISION

Address: LEVEL 5, 340 ALBERT ST
EAST MELBOURNE VIC 3002

Date: 1/5/19

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

O'Bray Smith

O'Bray Smith
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.

IN THE FAIR WORK COMMISSION

FWC Matter No:
AG2019/1461

Applicant:
St Vincent's Private Hospital Sydney (**SVPS**)

Section 185 – Application for approval of a single enterprise agreement

UNDERTAKINGS

I, Steve Ralphs, Manager Human Resources, for SVPS, give the following undertakings in accordance with section 190 of the *Fair Work Act 2009* with respect to the *St Vincent's Private Hospital Nurses' Enterprise Agreement 2019 (the Agreement)*:

1. In accordance with clause 3, the nominal expiry date for this Agreement is 31 December 2021
2. A new subclause will be included at 12.2 as follows
 - (vii) *A casual employee who works ordinary hours in accordance with clause 28 of the Agreement, thereby entitling the employee to payment of applicable shift penalties (excluding weekend work), will be entitled to payment of the casual loading in addition to the shift penalties.*
3. Clause 12.2(v) of the Agreement will be amended - as underlined:

For weekend work, casual employees shall in lieu of all other penalty rates and the prescribed casual loading in subclause (ii), receive the following loadings:

(1) Casuals (excluding AINs):

 - (1) *58.3% for work between midnight Friday and midnight Saturday;*
 - (2) *83.3% for work between midnight Saturday and midnight Sunday;*

(2) A casual AIN:

 - (1) *65% for work between midnight Friday and midnight Saturday;*
 - (2) *92% for work between midnight Saturday and midnight Sunday;*

in addition to their ordinary rate.
4. Clause 12.1(i)(a) of the Agreement will be amended - as underlined:

A part-time employee is one who is permanently appointed by the Employer to work a specified number of hours which are less than those prescribed for a full-time employee, to be worked in accordance with a roster. Before commencing part-time employment, the Employer and Employee will agree in writing on the specified number of hours.



Steve Ralphs
Manager Human Resources
22 August 2019