



DECISION

Fair Work Act 2009
s.185—Enterprise agreement

East Sydney Day Hospital Pty Ltd T/A East Sydney Private Hospital
(AG2020/3923)

EAST SYDNEY PRIVATE HOSPITAL NURSES' NSWNMA/ANMF NSW BRANCH ENTERPRISE AGREEMENT 2020

Health and welfare services

DEPUTY PRESIDENT CROSS

SYDNEY, 22 JANUARY 2021

Application for approval of the East Sydney Private Hospital Nurses' NSWNMA/ANMF NSW Branch Enterprise Agreement 2020.

[1] An application has been made for approval of an enterprise agreement known as the *East Sydney Private Hospital Nurses' NSWNMA/ANMF NSW Branch Enterprise Agreement 2020* (the Agreement). The application was made pursuant to s.185 of the *Fair Work Act 2009* (the Act). It has been made by East Sydney Day Hospital Pty Ltd T/A East Sydney Private Hospital. 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. The undertakings are taken to be a term of the agreement.

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

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

[5] The Agreement is approved and, in accordance with s.54 of the Act, will operate from 29 January 2021. The nominal expiry date of the Agreement is 30 June 2022.



DEPUTY PRESIDENT

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Annexure A

IN THE FAIR WORK COMMISSION

FWC Matter No.:
AG2020/3923

Applicant:

East Sydney Private Hospital Pty Ltd

Section 185 – Application for approval of a single enterprise agreement

Undertaking-Section 190

I, Dane Browne, Director of Clinical Services for East Sydney Day Hospital Pty Ltd give the following undertakings with respect to the *East Sydney Private Hospital Nurses' NSWNMA/ANMF NSW Branch Enterprise Agreement 2020* ("the Agreement"):

1. I have the authority given to me by East Sydney Day Hospital Pty Ltd to provide this undertaking in relation to the application before the Fair Work Commission.
2. The undertaking is that East Sydney Day Hospital Pty Ltd clarifies and confirms that under clause 40.5(ii), any mandatory training that is attended outside of an employee's ordinary hours of work will be paid at the 'appropriate overtime rate of pay'.
3. The undertaking is provided on the basis of issues raised by the Fair Work Commission in the application before the Fair Work Commission.



Signature

21-1-21

Date

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.



EAST SYDNEY PRIVATE HOSPITAL NURSES'
NSWNMA-ANMF NSW BRANCH ENTERPRISE AGREEMENT
2020



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1 Arrangement

- 1.1 This enterprise agreement will be known as and referred to as the East Sydney Private Hospital Nurses’ NSWNMA/ANMF NSW Branch Enterprise Agreement 2020 (“this Agreement”).
- 1.2 The parties to this agreement are:
- (a) East Sydney Day Hospital Pty Ltd – trading as East Sydney Private Hospital (referred to as “the employer” or “the Hospital”), A.B.N 54 117 042 556;
 - (b) The Australian Nursing and Midwifery Federation (A.B.N. 41 816 898 298) of which NSW is a Branch (ANMF NSW Branch) (A.B.N 63 398 164 405) (the Union) located at 50 O’Dea Avenue, Waterloo, Sydney, New South Wales, 2017; and
 - (c) All nursing staff employed by the employer at East Sydney Day Hospital, Crown St, Wollomooloo and within the classifications of work contained in this Agreement.
- 1.3 This Agreement will take effect 7 days from the date approved by the Fair Work Commission and will remain in force until 30 June 2022.
- 1.4 Negotiations on terms and conditions of employment contained within this Agreement will commence by 1 March 2022.

2 Definitions

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

“Act” means the *Fair Work Act 2009*

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

“Immediate Family” means:

- (a) a spouse, a former 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 a former spouse or de facto partner of the employee.

Where a de facto partner is 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 includes a former de facto partner.

"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.

"Assistant in Nursing" means a person, other than one registered with the Nursing and Midwifery Board of Australia or its successor or one who is in training for the purpose of such registration, who is under the direct control and supervision of a Registered or Enrolled nurse and whose employment is solely to assist an RN or EN in the provision of nursing care to patients.

“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 Nurse” means a person registered by the Board as an enrolled nurse.

“Enrolled Nurse – with notation means a person registered by the Board as an enrolled nurse with the notation “does not hold a Board approved qualification in medicines administration”.

“Enrolled Nurse – Special Grade” means appointed to a position established by the Hospital.

“Clinical Nurse Specialist” means a registered nurse with relevant post-basic qualifications and 12 months’ experience working in the clinical area of their specified post-basic qualification, or a minimum of 4 years’ post-basic registration experience, including 3 years’ experience in the relevant specialist field and is appointed.

“National Employment Standard” (NES) means the National Employment Standards as contained in sections 59 to 131 of the *Fair Work Act 2009* (Cth)

"Nursing 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 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 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.

"Clinical Nurse Consultant" 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.

"Day Worker" means a worker who works their ordinary hours between 6am and 6pm Monday to Friday.

"Deputy Director of Nursing" however titled means a person appointed to that position or deemed to hold that position.

"Director of Nursing" however titled 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.

"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.

"**Service**" for the purpose of clause 8, 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.

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.

"**Ordinary rate of pay**" means the rate of pay set out in Table 1 Part B as applicable to an Employee, as adjusted in accordance with clause 7, but does not include overtime, penalty rates, allowances, loadings, shift penalties, incentives, bonuses and other ancillary payments of a like nature.

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

"**Union**" means the Australian Nursing and Midwifery Federation (ANMF), of which New South Wales is a Branch (ANMF NSW Branch). The NSWNMA is the commonly recognised reference in NSW.

3 Agreement Flexibility

3.1 Notwithstanding any other provision of this Agreement, the Hospital and an individual employee may agree to make an Individual Flexibility Arrangement (IFA) to vary the effect of certain terms of this Agreement to meet the genuine individual needs of the Hospital and the individual employee. The term the Hospital and the individual employee may agree to vary the application of are those concerning:

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

3.2 The Hospital and the individual employee must have genuinely made the IFA without coercion or duress.

3.3 The IFA between the Hospital and the individual employee must:

(a) be confined to a variation in the application of the term listed in clause 3.1; and

(b) be about permitted matters under section 172 of the Act; and

(c) not include unlawful terms under section 194 of the Act; and

(d) result in the employee being better off overall than the employee would have been if no IFA had been agreed to.

3.4 The IFA between the Hospital and the individual employee must also:

- (a) be in writing, name the parties to the IFA and be signed by the Hospital and the individual employee and, if the employee is under 18 years of age, the employee's parent or guardian;
 - (b) state each term of this Agreement that the Hospital and the individual employee have agreed to vary;
 - (c) detail how the application of each term has been varied by agreement between the Hospital and the individual employee;
 - (d) detail how the IFA results in the individual employee being better off overall in relation to the individual employee's terms and conditions of employment; and
 - (e) state the date the IFA commences to operate.
- 3.5 The Hospital must give the individual employee a copy of the IFA within 14 days after it is agreed to, and must keep the agreement as a time and wages record.
- 3.6 Except as provided in clause 3.4 the IFA must not require the approval or consent of a person other than the Hospital and the individual employee.
- 3.7 The Hospital seeking to enter into an IFA must provide a written proposal to the employee. Where the employee's understanding of written English is limited the Hospital must take measures, including translation into an appropriate language, to ensure the employee understands the proposal.
- 3.8 The agreement may be terminated:
- (a) by the Hospital or the individual employee giving no more than 28 days' notice of termination, in writing, to the other party and the agreement ceasing to operate at the end of the notice period; or
 - (b) at any time, by written agreement between the Hospital and the individual employee.

4 Hours of Work and Free Time Of Employees other than Directors of Nursing

- 4.1 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 between 6am and 6pm.
- 4.2 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.
- 4.3 (a) The hours of work prescribed in clauses 4.1 and 4.2 of this clause shall, where possible, be arranged in such a manner, that in each roster cycle of 28 calendar days each employee shall not work their ordinary hours or work on more than 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.
- 4.4 Except where authorised by clause 4.18 of this clause, each shift shall consist of no more than 10 hours on a day shift or 11 hours on a night shift with not less than 8 hours break between each shift. However, notwithstanding any other provision of this Agreement, the maximum ordinary hours in a day / shift for an Assistant in Nursing shall not exceed 10 hours.
- 4.5 If, on the instruction of the employer, an employee resumes or continues to work without having had 8 hours off duty, they will be paid at the rate of double time until released from duty for such period.
- 4.6 An employee shall not work more than 7 consecutive shifts unless the employee so requests and the Director of Nursing agrees.
- 4.7 An employee shall not work more than 2 quick shifts in any period of 7 days. A quick shift is an evening shift which is followed by a morning shift.
- 4.8 The employer is to decide when employees take their additional days off duty prescribed by clause 4.3 of this clause (as a consequence of the implementation of the 38 hour week). Where necessary the employer must consult with the affected employees to ascertain the employees' preferences and must take any such preferences into account when arriving at a decision. Where practicable additional days off duty shall be consecutive with the rostered days off duty prescribed in clause 4.16 of this clause.
- 4.9 Once set, the additional days off may not be changed except in accordance with the provisions of Clause 7, Rosters.
- 4.10 Where the employer's decision (in accordance with clause 4.7 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. By mutual agreement this may be extended to no more than 12 days at any single time. An employee will be paid for any accumulated additional days off at ordinary rates on the termination of their employment for any reason.
- 4.11 Except for breaks for meals the hours of duty each day shall be continuous.
- 4.12 (a) An employee who works in excess of five hours shall be entitled to an unpaid 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. Such meal break will be taken between the fourth and the sixth hour after beginning work, where reasonably practicable. Provided that where practicable an employee engaged to work for 6 hours or less in any one shift may elect, if the employer agrees, 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.

(c) Where an employee is required to be on duty during a meal break, the employee will be paid overtime for all time worked until the meal break is taken.

(d) Where an employee is required by the employer to remain available during a meal break, but is free from duty, the employee will be paid at ordinary rates for a 30 minute meal break. This period will not count as time worked when calculating ordinary hours for the purposes of overtime or penalties. If the employee is recalled to perform duty during this period the employee will be paid overtime for all time worked until the balance of the meal break is taken.

4.13 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.

4.14 (a) Clauses 4.11 and 4.12 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.

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

(b) The provisions of paragraph (a) shall not apply to a Nursing Unit Manager or a general nurse in charge, as the case may be, who is employed permanently in charge at night nor to an employee who requests to be employed on night duty and the Director of Nursing consents.

4.16 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.

- 4.17 (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 evening shift shall be one which commences at or after 1.00 pm and before 4.00 pm.
- (b) An employee, at their 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.
- 4.18 (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 10 Special Allowances, of this Agreement: Provided, however, no employee shall be required to remain on call whilst on leave or on the day before entering upon leave.
- (b) No employee shall be required to remain on call whilst on a 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.
- 4.19 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.
- 4.20 The provisions of paragraphs (a) and (b) of clause 4.14, 4.15 or paragraph (a) of clause 4.16, 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.
- 4.21 12 hour shifts:
- (a) An employee may request to work 12 hour shifts. Where an employee makes such a request the provisions of Clause 16 Overtime will not apply in respect to the period between 10 hours and 12 hours.
- (b) An employee who does not wish to work under a 12 hour system will not be compelled to do so and will work a mutually agreed alternative shift system.
- (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.

4.22 Reasonable Additional Hours

- (a) All hours worked over an average of 38 ordinary hours per week, will be deemed to be additional hours. All hours worked by part-time employees beyond their guaranteed minimum number of hours will be treated as additional hours for the purpose of this subclause. From time to time, full time employees may be required to work a reasonable amount of additional hours. Part time employees may be asked, but not required, to work a reasonable number of additional hours. All additional hours worked will be paid in accordance with this Agreement.
- (b) An employee may not be required to work additional hours in circumstances where the working of additional hours would result in the employee working hours which are unreasonable having regards to (refer to section 62 of the Act):
 - (i) any risk to employee health and safety from working the additional hours;
 - (ii) the employee's personal circumstances, including family responsibilities;
 - (iii) the needs of the workplace or enterprise in which the employee is employed;
 - (iv) whether the employee is entitled to receive overtime payments, penalty rates or other compensation for, or a level of remuneration that reflects an expectation of, working additional hours;
 - (v) any notice given by the employer of any request or requirement to work the additional hours;
 - (vi) any notice given by the employee of his or her intention to refuse to work the additional hours;
 - (vii) the usual patterns of work in the health industry, or the part of the industry, in which the employee works;
 - (viii) the nature of the employee's role, and the employee's level of responsibility;
 - (ix) whether the additional hours are in accordance with averaging terms included in subclause 4.3 of this Agreement;
 - (x) any other relevant matter.

5 Banking of Hours

- 5.1 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 clause 5.1 above.

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

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

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

5.5 An employee may not have more than 76 hours in debit or credit at any point in time

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

5.7 The employer must keep detailed records of all hours credited and debited to employees under these arrangements. Employees must have full access to these records.

5.8 On termination of employment the employer must pay the employee for all hours in credit.

5.9 Either party shall have the right to terminate an agreement under this clause with 2 weeks notice.

6 Rosters

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

6.2 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 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.

- 6.3 Notwithstanding the foregoing provisions of this clause, a roster may be altered at any time to enable the nursing service of the hospital to be carried on where another employee is absent from duty on account of 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.
- 6.4 Prior to the date of the changed shift, such change of roster shall be notified verbally or in writing to the employee concerned.
- 6.5 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.
- 6.6 An employer may change an employee's roster at short notice, with the agreement of the employee, for any reasonable ground including unexpected situations and unforeseen fluctuations in patient dependency.
- 6.7 Where an employee is entitled to an additional day off duty in accordance with Clause 4, 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.
- 6.8 All rosters shall be retained for at least 6 years.

7 Salaries

- 7.1 The minimum salaries per week shall be as set out in Table 1- Salaries, of Part B, Monetary Rates.
- 7.2 The salaries set out in Table 1 – Salaries, of Part B, Monetary Rates reflect the current rates of pay and the following salary increase:
- (a) 3% from the first full pay period commencing on or after 1 July 2020.
 - (b) 2% from the first full pay period commencing on or after 1 January 2021.
 - (c) 2.5% from the first full pay period commencing on or after 1 July 2021.
 - (d) 2.5% from the first full pay period commencing on or after 1 January 2022.

8 Recognition of Service and Experience

- 8.1 The employer shall notify each nurse in writing of the requirements of this clause at the time of the nurse's commencement of employment. If the employer does not so notify the nurse then the requirements of this clause shall not commence until the employer does so notify the nurse.
- 8.2 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 2, 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.

- 8.3 Until such time as the nurse furnishes any such documentation contemplated in clause 8.2 above the employer shall pay the nurse at the level for which documentary evidence has been provided.
- 8.4 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.
- 8.5 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.
- 8.6 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.
- 8.7 A nurse who is entitled to progress to the next year of service or experience (by reason of hours worked with other employers) as and from a particular date must provide documentary evidence of that entitlement within 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.

9 Special Allowances

- 9.1 The allowances contained in this clause will not apply to registered nurses holding classified positions of a higher grade than of a registered nurse.

In Charge Allowance

- 9.2 A registered nurse in charge during the day, evening or night of a hospital will be paid, in addition to their appropriate salary, whilst so in charge, the sum set out in Item 1 of Table 2 – Other Rates and Allowances, of Part B Monetary Rates, per shift.

On Call Allowance

- 9.3 (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 2 of Table 2 – Other Rates and Allowances, of Part B Monetary Rates, for each period of 24 hours or part thereof provided that only one allowance shall be payable in any period of 24 hours.

- (b) (i) An employee required to be on call on rostered days off in accordance with clause 4 of this Agreement, will be paid the hourly rate set out in Item 3 of Table 2 – Other Rates and Allowances, of Part B Monetary Rates for each hour or part thereof.
- (ii) An employee who is required to be on call and who is required to perform work by the employer via telephone or other electronic communication away from the workplace will be paid at the appropriate overtime rate for a minimum of one hours work. Multiple electronic requests made and concluded within the same hour shall be compensated within the same one hour’s overtime payment. Time worked beyond one hour will be rounded to the nearest 15 minutes.
- (d) The allowance prescribed by paragraph (a) of this subclause will apply to an employee who relieves the Director of Nursing for a period of one week or more.
- (e) The allowance prescribed by this subclause will be regarded as part of the salary for the purpose of this Agreement.

Lead apron allowance

9.4 An employee required to wear a lead apron will be paid an allowance of the sum set out in Item 4 of Table 2 – Other Rates and Allowances, of Part B Monetary Rates, for each hour or part thereof that they are required to wear the said apron.

10 Penalty Rates for Shift Work and Weekend Work

10.1 All employees, whether day workers or shift workers, working afternoon or night shift (as defined at clause 10.3) shall be paid the following percentages applied to the sum of the ordinary rate of pay plus applicable allowances set out at clause 9.2 or 9.4 (namely in charge allowance and / or lead apron allowance) for such shift. This methodology of adding the allowances in clause 9.2 and 9.4 (as applicable) to the ordinary rate of pay applies for the purposes of clause 10.1 and clause 10.5 only.

Afternoon shift commencing at 12.00 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%

10.2 Notwithstanding clause 10.1, employees who work less than 38 hours per week shall only be entitled to the shift penalty rates where their shifts commence prior to 6.00 am or finish subsequent to 6.00 pm.

10.3 For the purposes of this clause afternoon and night shifts shall be defined as follows:

"Afternoon Shift" means a shift which commences at or after 12.00 pm 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.

- 10.4 A casual employee will be paid shift allowances calculated on the ordinary rate of pay excluding the casual loading, with the casual loading component then added to the penalty rate of pay.
- 10.5 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 clause 10.1 of this clause.
- 10.6 Weekend penalties in subclause 10.5 shall be in substitution for and not cumulative upon the casual loading at subclause 18.9 for all employees other than:
- a) Enrolled Nurses who shall be entitled to the casual loading added to the weekend penalty and applied to the ordinary rate of pay.
 - b) Assistant in Nursing who shall be entitled to (inclusive of the casual loading) the following rates applied to the ordinary rate of pay for weekend work:
 - i) Saturday work: 180%; and
 - ii) Sunday work: 210%.
- 10.7 The additional payments prescribed by this clause shall not form part of the employee's ordinary pay for the purposes of this Agreement, except as provided in Clause 18, Public Holidays and Clause 19, Annual Leave, of this Agreement.

11 Fares, Expenses and Parking

- 11.1 An employee required to travel in the performance of duty shall be paid all reasonable out of pocket expenses (including fares).
- 11.2 Employees on night shift will be provided, free of charge, appropriate car parking facilities.

12 Telephone Allowance

- 12.1 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.

13 Uniform and Laundry Allowances

- 13.1 The employer will provide employees with their uniforms such as scrubs, jacket and headwear. These shall be of a recognised acceptable standard for the performance of nursing duties
- 13.2 An employee, on leaving the service of an employer, shall return any uniform or part

thereof supplied by that employer which is still in use immediately prior to leaving.

13.3 The employer will launder scrubs at the expense of the hospital.

13.4 Where the employer provides a uniform, other than scrubs, the employee will be paid a laundry allowance of the sum set out in item 13 of Table 2 – Other Rates and Allowances, of Part B Monetary rates per shift or part thereof on duty or the sum set out in item 14 of Table 2 – Other Rates and Allowances, of Part B Monetary rates per week, whichever is the lesser amount.

- 13.5 (a) In lieu of supplying uniforms and shoes to an employee, an employer shall pay the said employee the sum set out in Item 7 of Table 2 – Other Rates and Allowances, of Part B, Monetary Rates, for uniforms and the sum set out in Item 8 of Table 2 – Other Rates and Allowances, of Part B Monetary Rates, for shoes per week.
- (b) In lieu of supplying stockings to an employee an employer shall pay the said employee the sum set out in Item 9 of Table 2 – Other Rates and Allowances, of Part B Monetary Rates, per week.
- (c) In lieu of supplying a cardigan or jacket to an employee an employer shall pay the said employee the sum set out in Item 10 of Table – Other Rates and Allowances, of Part B Monetary Rates, 3 per week.
- (d) In lieu of supplying socks to an employee the employer shall pay the said employee the sum set out in Item 11 of Table 2 – Other Rates and Allowances, of Part B Monetary Rates, per week.
- (e) The allowances referred to are also payable during any period of paid leave.

14 Higher Grade Duty

14.1 An employee who is called upon to relieve an employee in a higher classification or is called upon to act in a vacant position of a higher classification shall be entitled to receive for the period of relief or the period during which they act the minimum payment for such higher classification, for 3 consecutive days or more.

15 Overtime

15.1 Subject to clause 15.2 and 4.22 an employer may require an employee to work reasonable overtime.

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

15.3 For the purposes of clause 15.2 what is unreasonable or otherwise will be determined having regard to subclause 4.22.

15.4 (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 (10 hours except where an employee has requested 12 hour shifts) 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) (i) 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.
- (ii) Time worked up to the rostered daily ordinary hours of work prescribed for a majority of the full-time employees employed on that shift in the ward or section concerned shall not be regarded as overtime but an extension of the contract hours for that day and shall be paid at the ordinary rate of pay.
- (c) Casual employees will be entitled to overtime when they work:
 - (i) in excess of 10 hours per shift; or
 - (ii) in excess of 76 hours per fortnight.
- (d) Overtime rates will be in substitution for and not cumulative upon the casual loading for all employees other than Assistants in Nursing and Enrolled Nurses who shall be entitled to (inclusive of the casual loading) the following rates applied to the ordinary rate of pay:
 - a. AINs –
 - i. For overtime worked as ‘time and a half’ – 187.5%
 - ii. For overtime worked as ‘double time’ – 250%
 - iii. For overtime worked as ‘double time and a half’ –312.5%
 - b. Enrolled Nurses – the ordinary rate of pay multiplied by the sum of the applicable overtime penalty rate plus the 25% casual loading added (for example time and a half will equal a rate 175%).

15.5 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. This subclause does not apply to a Director of Nursing.

15.6 An employee who is not required to be on call and who is required to perform work by the employer via telephone or other electronic communication away from the workplace will be paid at the appropriate overtime rate for a minimum of one hours work. Multiple electronic requests made and concluded within the same hour shall be compensated within the same one hour's overtime payment. Time worked beyond one hour will be rounded to the nearest 15 minutes.

- 15.7 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 of overtime. All such time shall be counted as time worked provided that benefits of this subclause shall not apply to 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.
- 15.8 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.
- 15.9 The meals referred to in clauses 15.7 and 15.8 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 12 Table 2 – Other Rates and Allowances, of Part B, Monetary Rates, shall be paid to the employee concerned.
- 15.10 Where an employee is required to work an overtime shift on their rostered day off, the appropriate meal breaks for that shift, as prescribed by Clause 4, Hours of Work and Free Time of Employees, shall apply.
- 15.11 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.
- 15.12 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 10 consecutive hours off duty between these times; or
 - (b) on a Saturday, a Sunday and a holiday, not being ordinary working days, or on a rostered day off without having had 10 consecutive hours off duty preceding their next shift;
 - (c) shall subject to this subclause, be released after completion of such overtime until they have had 10 consecutive hours off duty without loss of pay for ordinary working time occurring during such absence.
 - (d) If on the instruction of the employer such an employee resumes or continues to work without having such 10 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 10 consecutive hours off duty without loss of pay for ordinary working time occurring during such absence.
- 15.13 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 accrues at time and one half;

- (b) Time off in lieu of overtime must be taken within 4 months of it being accrued;
- (c) An employee may not have more than 38 hours time off in lieu accrued at any point in time;
- (d) Where it is not possible for a nurse to take the time off in lieu of overtime within the 4 month period, it is to be paid out at the appropriate overtime rate based on the rates of pay applying at the time payment is made;
- (e) Untaken time off in lieu of overtime is to be paid out on termination of employment or on request by the employee at any time, at the appropriate overtime rate based on the rates of pay applying at the time payment is made;
- (f) Nurses cannot be compelled to take time off in lieu of overtime; and
- (g) Records of all time off in lieu of overtime owing to nurses and taken by nurses must be maintained by the employer.

16 Payment and Particulars of Salaries

- 16.1 All salaries and other payments shall be paid fortnightly, provided that payment for any overtime worked may be deferred to the pay day next following the completion of the working cycle within which such overtime is worked, but for no longer, provided further that the payment of shift and weekend penalties relating to work performed in the second week of a fortnightly roster period may be deferred to the pay day next following the completion of the working cycle within which such shifts were worked, but for no longer.
- 16.2 Employees shall have their salary paid into one account with a bank or other financial institution as nominated by the employee. Salaries shall be deposited by the hospital in sufficient time to ensure that wages are available for withdrawal by employees by no later than pay day.
- 16.3 Notwithstanding the provisions of clause 16.2, an employee who has given or has been given the required notice of termination of employment, in accordance with Clause 30, Termination of Employment, of this Agreement, shall be paid all moneys due to them on the last day of employment.
- 16.4 Where an employee is summarily dismissed or their services are terminated without due notice, any monies due to them shall be paid as soon as possible after such dismissal or termination but in any case not more than 3 days thereafter.
- 16.5 Pay Slips
 - (a) On pay day each employee shall be provided with a pay slip in electronic form or hardcopy which complies with the relevant provisions of the Act. (See Regulation 3.46 of the *Fair Work Regulations* 2009 replicated below):
 - (i) the employer's name; and

- (ii) the employee's name; and
 - (iii) the period to which the pay slip relates; and
 - (iv) the date on which the payment to which the pay slip relates was made; and
 - (v) the gross amount of the payment; and
 - (vi) the net amount of the payment; and
 - (vii) any amount paid to the employee that is a bonus, loading, allowance, penalty rate, incentive-based payment or other separately identifiable entitlement; and
 - (viii) the Australian Business Number of the employer.
- (b) If an amount is deducted from the gross amount of the payment, the pay slip must also include the name, or the name and number, of the fund or account into which the deduction was paid.
- (c) If the employee is paid at an hourly rate of pay, the pay slip must also include:
- (i) the rate of pay for the employee's ordinary hours (however described); and
 - (ii) the number of hours in that period for which the employee was employed at that rate; and
 - (iii) the amount of the payment made at that rate.
- (d) If the employee is paid at an annual rate of pay, the pay slip must also include the rate as at the latest date to which the payment relates.
- (e) If the employer is required to make superannuation contributions for the benefit of the employee, the pay slip must also include:
- (i) the amount of each contribution that the employer made during the period to which the pay slip relates, and the name, or the name and number, of any fund to which the contribution was made; or
 - (ii) the amounts of contributions that the employer is liable to make in relation to the period to which the pay slip relates, and the name, or the name and number, of any fund to which the contributions will be made.
- (f) The employer shall, upon written request from an employee, provide a record of that employees' current accrued leave entitlements.

17 Part-Time and Casual and Employees

PART I - Part-time Employees

- 17.1 (a) A part-time employee is engaged to work less than an average of 38 ordinary hours per week and has reasonably predictable hours of work.

- (b) Before commencing part-time employment, the employer and employee will agree in writing to the guaranteed minimum number of hours to be worked and the rostering arrangements which will apply to those hours.
- (c) The terms of the agreement in subclause 17.1(b) may be varied by agreement in writing.
- (d) The terms of this Agreement will apply on a pro rata basis to part-time employees on the basis that the ordinary weekly hours for full-time employees are 38

17.2 Hours Worked by Part Time Employees

- (a) By agreement between the employer and employee, the minimum number of hours may be balanced over a week, a fortnight or four weeks.
- (b) 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.
- (c) Provided further that there shall be no interruption to the continuity of employment merely by reason of an employee, whose hours are balanced over a fortnight or over four weeks, not working in any one week in accordance with subclause 17.2(a).

17.3 Part time employees shall be paid an hourly rate calculated on the basis of:

- (a) one thirty-eighth of the appropriate rate prescribed by Clause 7, Salaries; and,
- (b) one thirty-eighth of the appropriate allowance or allowances prescribed by Clause 10, Special Allowances; and
- (c) one thirty-eighth of the appropriate allowances prescribed by Clause 13, Uniform and Laundry Allowance,
- (d) but shall not be entitled to an additional day off or part thereof, as prescribed by subclause 4.3.

17.4 Part time employees will be paid a minimum of 4 hours for each start.

- 17.5 (a) A public holiday occurring on a day on which the employee would normally be rostered to work shall be allowed to the employee without loss of pay
- (b) A part time employee who is required to and does work on a public holiday shall have one day or one half day, as appropriate, added to their period of annual leave and be paid at the rate of one half time extra to the time actually worked. Such payment is in lieu of any additional rate for shift work or weekend work which would otherwise be payable had the day not been a public holiday.
 - (c) (i) In lieu of adding to annual leave under subclause 19.5(b) an employee may elect to be paid for the time actually worked at the rate of time and one half in addition to their ordinary weekly rate.

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

Annual Review of Part-Time Hours

17.6 Where the employee is regularly working more than their guaranteed minimum 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:

- (a) 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, parental leave, workers compensation; and
- (b) if the increase in hours is due to a temporary increase in hours only due, for example, to the specific needs of the hospital; and
- (c) 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.

PART II - Casual Employees

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

17.8 A casual employee shall be paid an hourly rate calculated on the basis of:

- (a) one thirty-eighth of the appropriate rate, prescribed by Clause 7, Salaries, and where applicable one thirty-eighth of the appropriate allowance or allowances prescribed by Clause 10, Special Allowances, plus a casual loading of 25% thereof; and
- (b) one thirty-eighth of the appropriate allowances prescribed by Clause 13, Uniform and Laundry Allowances. In addition, a casual employee will be entitled to the provisions in clause 11 Fares, Expenses and Parking.

17.9 A casual employee will be paid a minimum of 4 hours for each engagement.

17.10 With respect to a casual employee the provisions of Clause 6 Rosters; Clause 19, Annual Leave, shall not apply. Further, casual employees shall not be entitled to an additional day off or part thereof as prescribed by subclause 4.3.

17.11 In accordance with the NES, casual employees have no entitlement to paid annual leave

or paid personal/carers leave.

17.12 A casual employee who is required to and does work on a public holiday shall be paid for the time actually worked at the rate of double time and one-half, such payment being in lieu of weekend or shift allowances which would otherwise be payable had the day not been a public holiday and in lieu of the 25% casual loading prescribed at clause 18.9(a).

17.13 For the entitlement to payment in respect of long service leave, see the *Long Service Leave Act 1955*.

17.14 Casual Conversion

- (a) A casual employee, who has been rostered on a regular and systematic basis over a period of six months, has the right to request conversion to permanent employment.
 - (i) On a full time basis where the employee has worked on a full time basis throughout the period of casual employment; or
 - (ii) On a part time contract where the employee has worked on a part time basis throughout the period of casual employment. Such contract would be on the basis of the same number of hours previously worked, unless other arrangements are agreed between the employer and the employee.
- (b) The employer may consent or refuse the request, but shall not unreasonably withhold agreement to such a request
- (c) The hours worked in the following circumstances will not be incorporated in the adjustment:
 - (i) If the increase in hours is as a direct result of another employee being absent on leave, such as for example, annual leave, long service leave, parental leave, workers compensation; and
 - (ii) If the increase in hours is due to a temporary increase in hours only due, for example, to specific needs of a patient or the workflow requirements in a department or unit.
- (d) Any adjusted contracted hours resulting from the review should, however, be such as to reflect roster cycles and shift configurations used in the workplace.

18 Public Holidays

18.1 Public holidays observed under this Agreement are:

- (a) New Year's Day;
- (b) Australia Day;
- (c) Good Friday;
- (d) Easter Saturday;
- (e) Easter Sunday;

- (f) Easter Monday;
- (g) Anzac Day;
- (h) Queen's Birthday;
- (i) Local Labour Day;
- (j) Christmas Day;
- (k) Boxing Day;
- (l) any other day or half day declared by or in accordance with the Public Holidays Act 2010 (or its successor) as a public holiday or a local public holiday within the area in which the hospital is situated; and
- (m) an extra public holiday each year for the August Bank Holiday. This additional day is taken by agreement between Christmas and the 5th day of the new calendar year, provided that such day is placed between Monday to 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:
 - (i) a local Public Holiday is declared and observed by or in accordance with the Public Holidays Act 2010 (or its successor); or
 - (ii) two half local Public Holidays are declared and observed by or in accordance with the Public Holidays Act 2010 (or its successor).
- (n) In areas where in each year only one half day local Public Holiday 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 subclause 18.1(m) will be observed.

19 Annual Leave

- 19.1 (a) Employees are entitled to annual leave in accordance with the provisions of the NES (refer to Chapter 2, Part 2-2, Division 6 of the Act).
- (b) Casual employees have no entitlement to annual leave.
- (c) The entitlement to paid annual leave accrues progressively during a year of service according to the employee's ordinary hours of work, and accumulates from year to year.

19.2 Accrual of Annual Leave

- (a) For the purpose of the additional week of annual leave provided by the NES, a shift worker is an employee who:
- (i) is regularly rostered over seven days a week; and
 - (ii) regularly works on weekends.
- (b) Full time employees required to work on a seven (7) day basis, including those who are not shift workers for the purposes of subclause 19.2(a) will receive:
- (i) Six (6) weeks annual leave per annum. This includes the annual leave entitlements under the NES including the additional week for a 'shift worker'; and
 - (ii) Counter leave in accordance with subclause 19.3.

- (c) All other employees are entitled to four (4) weeks annual leave and the greater of
 - (i) Counter leave in accordance with subclause 19.3; or
 - (ii) One (1) additional week of annual leave in accordance with subclause 19.2(a).
- (d) Employees working in the wards as at 31 December 2018 who were receiving 6 weeks annual leave per annum (pro rata for part time employees) will continue to receive:
 - (i) Six (6) weeks annual leave per annum. This includes the annual leave entitlements under the NES; and
 - (ii) Counter leave in accordance with subclause 19.3.

19.3 Counter Leave

- (a) Subject to subclauses 19.2(b) and 19.2(c), full time and part time employees who are rostered to work their ordinary hours on Sundays and/or public holidays shall be entitled to receive additional paid annual leave, if during each 12-month period of continuous service the employee has worked:

Number of ordinary shifts worked on Sundays and/or Public Holidays during each year of service	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) Part time employees will be entitled to counter leave in the same proportion as their ordinary hours of work bear to full-time hours.
- (c) An employee who is entitled to counter leave may elect to be paid an amount equivalent to the value of their counter leave entitlement in lieu of taking the additional leave. Such election is to be made in writing by the employee at the commencement of each year of employment and is irrevocable during the currency of that year of employment.
- (d) On termination of employment employees are to be paid for any untaken annual leave due under clause 19 Annual Leave.

- 19.4 (a) An employee to whom subclause 19.2(b) applies and who is required to and does work on a public holiday shall be paid, in addition to the appropriate ordinary weekly rate of pay, at the rate of one half time extra for the time actually worked on such holiday. Such payment shall be in lieu of any additional rate for shift work or weekend work which would otherwise be payable had the day not been a public holiday.
- (b) To leave prescribed by subclause 19.2(b) 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 eleven (11) specifically named public holidays prescribed by subclause 18.1, or a special day proclaimed in lieu of any of them) which may occur during the year of service for annual leave or during the period of annual leave.
- (c) A public holiday occurring on a day that the employee would normally work shall be allowed to employees covered by subclause 19.2(c) on full pay; provided that an employee

who is required to and does work on a public holiday shall have one day or one half day, as appropriate, added to their period of annual leave and be paid at the rate of one half time extra for the time actually worked. Such payment is in lieu of any additional rate for shift work or weekend work which would otherwise be payable had the day not been a public holiday. In lieu of adding to annual leave under subclause 19.4(c) an employee may elect to be paid for the time actually worked at the rate of time and one half in addition to their ordinary weekly rate. Such election shall be made on the commencement of employment and then on the anniversary date each year.

- (d) The employee may not alter such election during the year except with the agreement of the employer. Where payment is made in lieu of leave in respect of the time worked on a public holiday payment shall be made for a minimum of four hours work, and any balance of the day or shift not worked shall be paid at ordinary rates.
- (e) Where a public holiday falls on a rostered day off of a shift worker as defined in Clause 2, Definitions, and who receives four (4) weeks annual leave in accordance with subclause 19.2(c), 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.

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

- (i) at least that amount if annual leave is credited to the employee; and
 - (ii) the employer has authorised the employee to take the annual leave during that period.
- (b) An employee will request annual leave, in writing, at least two (2) weeks prior to the date on which the leave would commence.
 - (c) Credit of time towards an additional day off duty shall not accrue when an employee is absent on unpaid leave. Full time employees entitled to additional days off duty in accordance with Clause 6, Hours of Work and Free Time of Employees Other Than Directors of Nursing, shall accrue credit towards an additional day off duty in respect of each day those employees are absent on additional annual leave in accordance with subclauses 19.4(b) and subclause 19.4(c).

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

19.7 **Excessive leave accruals: general provision**

- (a) An employee has an excessive leave accrual if the employee has accrued more than 8 weeks' paid annual leave; or 10 weeks' paid annual leave for a shiftworker, as defined in subclause 19.2(a); or 12 weeks' paid annual leave for a full-time 7 day worker as defined in subclause 19.2(b).
- (b) If an employee has an excessive leave accrual, the employer or the employee may seek to confer with the other and genuinely try to reach agreement on how to reduce or eliminate the excessive leave accrual.

- (c) Subclause 19.8 sets out how an employer may direct an employee who has an excessive leave accrual to take paid annual leave.
- (d) Subclause 19.9 sets out how an employee who has an excessive leave accrual may require an employer to grant paid annual leave requested by the employee.

19.8 Excessive leave accruals: direction by employer that leave be taken

- (a) If an employer has genuinely tried to reach agreement with an employee under subclause 19.7(b) but agreement is not reached (including because the employee refuses to confer), the employer may direct the employee in writing to take one or more periods of paid annual leave.
- (b) However, a direction by the employer under subclause 19.8(a):
 - (i) is of no effect if it would result at any time in the employee's remaining accrued entitlement to paid annual leave being less than 6 weeks when any other paid annual leave arrangements (whether made under subclause 19.7, 19.8 or 19.9 or otherwise agreed by the employer and employee) are taken into account; and
 - (ii) must not require the employee to take any period of paid annual leave of less than one week; and
 - (iii) must not require the employee to take a period of paid annual leave beginning less than 8 weeks, or more than 12 months, after the direction is given; and
 - (iv) must not be inconsistent with any leave arrangement agreed by the employer and employee.
- (c) The employee must take paid annual leave in accordance with a direction under subclause 19.8(a) that is in effect.
- (d) An employee to whom a direction has been given under subclause 19.8(a) may request to take a period of paid annual leave as if the direction had not been given.

Note 1: Paid annual leave arising from a request mentioned in subclause 19.8(d) may result in the direction ceasing to have effect. See subclause 19.8(b)(i).

Note 2: Under section 88(2) of the Fair Work Act, the employer must not unreasonably refuse to agree to a request by the employee to take paid annual leave.

19.9 Excessive leave accruals: request by employee for leave

- (a) If an employee has genuinely tried to reach agreement with an employer under subclause 19.7(b) but agreement is not reached (including because the employer refuses to confer), the employee may give a written notice to the employer requesting to take one or more periods of paid annual leave.
- (b) However, an employee may only give a notice to the employer under subclause 19.9(a) if:
 - (i) the employee has had an excessive leave accrual for more than 6 months at the time of giving the notice; and
 - (ii) the employee has not been given a direction under subclause 19.8(a) that, when any other paid annual leave arrangements (whether made under subclause 19.7, 19.8, or 19.9 or otherwise agreed by the employer and employee) are taken into account, would eliminate the employee's excessive leave accrual.

- (c) A notice given by an employee under subclause 19.9(a) must not:
 - (i) if granted, result in the employee's remaining accrued entitlement to paid annual leave being at any time less than 6 weeks when any other paid annual leave arrangements (whether made under subclause 19.7, 19.8, or 19.9 or otherwise agreed by the employer and employee) are taken into account; or
 - (ii) provide for the employee to take any period of paid annual leave of less than one week; or
 - (iii) provide for the employee to take a period of paid annual leave beginning less than 8 weeks, or more than 12 months, after the notice is given; or
 - (iv) be inconsistent with any leave arrangement agreed by the employer and employee.
- (d) An employee is not entitled to request by a notice under subclause 19.9(a) more than 4 weeks' paid annual leave; or 5 weeks' paid annual leave for a shiftworker, as defined by subclause 19.2(a); or 6 weeks' paid annual leave for a full-time 7 day worker as defined in subclause 19.2(b), in any period of 12 months.
- (e) The employer must grant paid annual leave requested by a notice under subclause 19.9(a).

19.10 Cashing out of Annual Leave

- (a) The employer and an employee may agree in writing to the cashing out of a particular amount of accrued paid annual leave by the employee.
- (b) Each cashing out of a particular amount of paid annual leave must be the subject of a separate agreement signed by the employer and employee, which must state:
 - (i) the amount of leave to be cashed out and the payment to be made to the employee for it; and
 - (ii) the date on which the payment is to be made.
- (c) The payment must not be less than the amount that would have been payable had the employee taken the leave at the time the payment is made.
- (d) An agreement must not result in the employee's remaining accrued entitlement to paid annual leave being less than 4 weeks.
- (e) The maximum amount of accrued paid annual leave that may be cashed out in any period of 12 months is 2 weeks.
- (f) The employer must keep a copy of any agreement under subclause 19.10 as an employee record.

19.11 Annual Leave in advance

- (a) An employer and employee may agree in writing to the employee taking a period of paid annual leave before the employee has accrued an entitlement to the leave.
- (b) An agreement must:
 - (i) state the amount of leave to be taken in advance and the date on which leave is to commence; and
 - (ii) be signed by the employer and employee and, if the employee is under 18 years of age, by the employee's parent or guardian.

- (c) The employer must keep a copy of any agreement under subclause 19.11 as an employee record.
- (d) Annual leave loading is payable to an employee who takes an annual holiday in advance.
- (e) If, on the termination of the employee's employment, the employee has not accrued an entitlement to all of a period of paid annual leave already taken in accordance with an agreement under subclause 19.11 the employer may deduct from any money due to the employee on termination an amount equal to the amount that was paid to the employee in respect of any part of the period of annual leave taken in advance to which an entitlement has not been accrued.

19.12 Annual Leave and Service

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

19.13 Annual Leave Loading

- (a) Due to the notional loss of opportunity of all employees (dayworker or shiftworker) to work overtime during a period of annual leave, annual leave will attract the payment of an 'annual leave loading'. The leave loading payment will be in accordance with clause 19.13(b).
- (b) As annual leave loading, an employee will be paid the higher of:
 - (i) an annual leave loading of 17.5% of their Annual Leave; or
 - (ii) the shift and weekend penalties the employee would have received had they not been on leave during the relevant period.
- (c) The Annual Leave loadings in subclause 19.13 are not payable for days which have been added to be taken in conjunction with annual leave in accordance with the election provisions of clause 18 - Public Holidays.
- (d) No loading is payable on the counter leave as set out in subclause 19.3.
- (e) Annual leave loading is payable to an employee who takes an annual holiday in advance.

19.14 Christmas Closedown

- (a) The employer may temporarily close part or the whole of the hospital subject to the following:
 - (i) Where practicable, the employer will give at least three (3) months, but in any event no less than six weeks, notice of the dates of the closedown;
 - (ii) The period of closedown is no greater than 3 weeks of annual leave ie fifteen working days;
 - (iii) The employer shall advise staff of the close down as soon as they become aware of the need for one; and

- (iv) Employees shall be notified in writing
- (b) An employee with an entitlement to annual leave and / or accumulated Additional Days Off (ADOs) sufficient to cover the closedown period will be required to access their accumulated annual leave and / or ADOs for the period of the closedown. The employee may choose the combination of annual leave and accrued ADOs that she or he will use to cover the closedown period.
- (c) Where an employee has an entitlement to annual leave which is less than the period of the closedown, they will choose from the following options to cover the difference between their current annual leave entitlement and the length of the closedown:
 - (i) temporary reassignment to another part of the Hospital; or
 - (ii) access any accrued ADOs; or
 - (iii) take annual leave or Long Service Leave accrued; or
 - (iv) take leave without pay.
- (d) Employees will continue to be able to access annual leave throughout the year. They will not be required to store their annual leave for use during a closedown.

20 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.

21 Cultural Leave

The employer recognises an employee's right to apply for cultural leave (eg Jewish High Holy Days) using their accrued leave, with the approval of the employer.

22 Personal / Carer's Leave

22.1 The National Employment Standards (NES)

- (a) Employees are entitled to personal/carer's leave in accordance with the NES.
- (b) Casual employees have no entitlement to paid personal/carer's leave, but do have an entitlement to unpaid personal/carer's leave.

22.2 Entitlement to paid Personal/Carers Leave

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

22.3 Taking of Personal/Carer's Leave

An employee may take paid personal/carers leave:

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

22.4 Payment of Paid Personal/Carer's Leave

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

22.5 Personal/Carers Leave on Public Holidays

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

22.6 Unpaid Carer's Leave

- (a) An employee is entitled to 2 days' unpaid carer's leave for each occasion when a member of the employee's immediate family, or a member of the employee's household, requires care or support because of:
 - (i) a personal illness, or personal injury, affecting the member; or
 - (ii) an unexpected emergency affecting the member.
- (b) An employee may take unpaid carer's leave as:
 - (i) a single continuous period of up to 2 days: or
 - (ii) any separate periods agreed with the employer.
- (c) This entitlement extends to casual employees and the employer agrees not to fail to re-engage a casual employee because the employee accessed the entitlements provided for in this subclause. The rights of the employer to engage or not to engage a casual employee are otherwise not affected
- (d) An employee is entitled to unpaid carer's leave for a particular occasion only if the employee cannot take an amount of paid personal/carers leave.

22.7 Personal Leave Notice

- (a) To be entitled to personal leave during a period, an employee must give the employer notice as soon as reasonably practicable (which may be at a time before or after the personal leave has started) that the employee is (or will be) absent from his or her employment during the period because of a personal illness, or injury, of the employee. Employees should, where reasonably practicable, make every endeavour to give the employer at least two hours' notice when unable to attend duty on afternoon and night shifts.
- (b) This requirement does not apply to an employee who could not comply with it because of circumstances beyond the employee's control.

22.8 Personal Leave Evidence

If the employer requires an employee to give the employer documentary evidence in relation to a period of personal leave taken (or to be taken) by the employee:

- (a) To be entitled to personal leave during the period, the employee must give the employer as soon as reasonably practicable (which may be at a time before or after the personal leave has started):
 - (i) If it is reasonably practicable to do so - a medical certificate from a registered health practitioner stating that in their opinion, the employee was, is, or will be unfit for work during the period because of a personal illness or injury; or
 - (ii) If it is not reasonably practicable for the employee to give the employer a medical certificate - a statutory declaration made by the employee stating that the employee was, is, or will be unfit for work during the period because of a personal illness or injury; or
 - (iii) Evidence that would satisfy a reasonable person that the leave was taken for a permissible reason or occasion.
- (b) This requirement does not apply to an employee who could not comply with it because of circumstances beyond the employee's control.

22.9 Carer's Leave Notice

- (a) To be entitled to carer's leave during a period, an employee must give the employer notice as soon as reasonably practicable (which may be at a time before or after the carer's leave has started) that the employee requires (or required) leave during the period to provide care or support to a member of the employee's immediate family, or a member of the employee's household, who requires (or required) care or support because of:
 - (i) a personal illness, or injury, of the member; or
 - (ii) an unexpected emergency affecting the member.

- (b) This requirement does not apply to an employee who could not comply with it because of circumstances beyond the employee's control.

22.10 Carer's Leave Evidence: If the employer requires an employee to give the employer documentary evidence in relation to a period of carer's leave taken (or to be taken) by the employee:

- (a) To be entitled to carer's leave during the period, the employee must give the employer as soon as reasonably practicable (which may be at a time before or after the carer's leave has started):
 - (i) If the care or support is required because of a personal illness, or injury, of the member - a medical certificate from a registered health practitioner or a statutory declaration made by the employee; or
 - (ii) If the care or support is required because of an unexpected emergency affecting the member - a statutory declaration made by the employee; or
 - (iii) Evidence that would satisfy a reasonable person that the leave was taken for a permissible reason or occasion.
- (b) The document must include a statement to the effect that:
 - (i) If the document is a medical certificate - in the registered health practitioner's opinion, the member requires care and support during the period because the member had or has a personal illness or injury during the period; or
 - (ii) If the document is a statutory declaration - the employee requires (or required) leave during the period to provide care or support to the member because the member requires (or required) care or support during the period because of:
 - A. a personal illness, or injury, of the member; or
 - B. an unexpected emergency affecting the member.
 - (iii) This requirement does not apply to an employee who could not comply with it because of circumstances beyond the employee's control.

22.11 The employer will require an employee to provide evidence in the following circumstances:

- (a) The absence is for three or more consecutive days.

22.12 Workers compensation make-up payment:

An employee may use accumulated personal/carer's leave when on workers compensation only where their workers compensation payments are less than their normal full pay. In this case a personal/carer's leave entitlement may be used to make up the difference between the full normal pay and the workers compensation payment.

23 Compassionate Leave

Compassionate Leave is provided for in the NES.

23.1 Entitlement to compassionate leave.

- (a) 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:
 - (i) contracts or develops a personal illness that poses a serious threat to his or her life; or
 - (ii) sustains a personal injury that poses a serious threat to his or her life; or
 - (iii) dies.
- (b) Where the employee is involved in funeral arrangements, travelling etc., leave may be allowed for up to 3 days for each permissible occasion.

23.2 Taking compassionate leave

- (a) An employee may take compassionate leave for a particular permissible occasion as:
 - (i) a single continuous period; or
 - (ii) separate periods of 1 day each; or
 - (iii) any separate periods to which the employee and his or her employer agree.
- (b) 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.

23.3 Payment for compassionate leave (other than for casual employees)

- (a) If 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 of pay for the employee's ordinary hours of work in the period.
- (b) Casual employees are entitled to unpaid compassionate leave.

23.4 Notice and Evidence Requirements

- (a) To be entitled to Compassionate Leave an employee must give the employer notice of the period or expected period of the leave as soon as reasonably practicable (which may be at a time before or after the leave has started) that the employee is (or will be) absent from his or her employment.
- (b) The employer may require an employee to provide evidence that would satisfy a reasonable person that the leave was taken for a permissible reason or occasion.

23.5 Service

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

24 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) apply:

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

- (a)
 - (i) Every employee after 10 years' continuous service with the 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.
 - (ii) Employees are entitled to access their pro-rata long service leave entitlements after 5 years service.
 - (iii) An employee with an entitlement to long service leave may elect to access their entitlement:
 - (A) on full pay, or
 - (B) on half pay
 - (iv) 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:
 - (i) 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.
 - (ii) 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:
- (i) Continuous service in the same Hospital prior to the coming into force of this Agreement shall be taken into account.
 - (ii) One month equals 4 and one-third weeks.
 - (iii) Continuous service shall be deemed not to have been broken by:
 - (A) any period of absence on leave without pay not exceeding 6 months;
 - (B) absence of an employee from the hospital whilst a member of the Defence Forces of the Commonwealth in time of war.
- (d) Where any employee has been granted a period of long service leave prior to the coming into force of this Agreement the amount of such leave shall be debited against the amount of leave due under this Agreement.
- (e) Any period(s) of part-time employment with the employer shall count towards long service leave as provided for in this clause. Such long service leave shall be paid for on the basis of the proportion that the average number of hours worked per week bears to 38 hours.
- (f) Where an employee has accrued a right to an allocated day off duty on pay prior to entering a period of long service leave such day shall be taken on the next working day immediately following the period of long service leave.

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

25 Staff Amenities

25.1 The employer shall provide for the use of employees:

- (a) A suitable changing room and adequate washing and toilet facilities;
- (b) A locker fitted with lock and key or other suitable place for the safe keeping of clothing and personal effects;
- (c) An employer shall provide for an employee morning and afternoon tea, supper and early morning tea (which shall include tea or coffee together with milk and sugar) when the employee is on duty, and shall provide also for such an employee, who requires them, meals of a reasonable standard, which fall due during the duty period.

26 Patient Transport

26.1 Periods during which an employee is engaged in nursing duties, in attendance on a patient, shall be paid as working time under this Agreement. Where applicable, overtime shall be payable.

26.2 All reasonable out-of-pocket expenses shall be reimbursed.

27 Medical Examination of Nurses

Medical examination of nurses will be in accordance with hospital policy.

28 Domestic Work

28.1 Nurses shall not be required to perform, as a matter of routine, the following duties: washing, sweeping, polishing and/or dusting of floors, walls or windows of wards, corridors, annexes, bathrooms or verandas, nor any duties which are generally performed by classifications other than nursing staff, but this provision shall not preclude the employment of nurses in any such duties in an isolation block or where the performance of those duties involves disinfection.

29 Labour Flexibility

29.1 An employer may direct an employee to carry out duties as are within the limits of the employee's skill, competence and training. Such duties may include work which is incidental or peripheral to the employee's main tasks provided that such duties are not designed to promote deskilling nor are inconsistent with Clause 28, Domestic Work.

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

30 Termination of Employment

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

30.2 The employer may, without notice, summarily dismiss an employee at any time for serious misconduct. Payment is up to the time of dismissal only.

30.3 In respect of any forfeiture by the employee of wages in lieu of notice, the employee may at any time authorise the employer to deduct from his or her wages payable up to, or on termination of employment, relevant wages payable in lieu of notice. Should an employer not receive such an authorisation from the employee and make the applicable

deduction in whole, the employer can seek to recover, from the employee, such outstanding payment or sum or amount payable or owing by the employee pursuant to this clause in any court of competent jurisdiction.

30.4 The requirement for an employee to provide notice under this clause shall not apply in circumstances where the employee is entitled to bring the employment to an end because of the actions of the employer, for example, because of a repudiatory breach of the employment contract by the employer.

30.5 In respect of the requirement for an employer to provide or pay notice under this clause, nothing in this clause shall exclude the application of Subdivision C of Division 11 of Part 2-2 of the Act.

30.6 Except in the case of summary dismissal, it is the intention of this clause that both the employer and the employee provide appropriate notice upon termination, or pay or forfeit such notice in wages. The application and interpretation of this clause shall give this intention full effect.

30.7 Notice of termination by the employer:

(a)	(i)	<u>Period of Continuous Service</u>	<u>Minimum Period of Notice</u>
		1 year or less	1 week
		More than 1 year but not more than 3 years	2 weeks
		More than 3 years but not more than 5 years	3 weeks
		More than 5 years	4 weeks

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

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

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

30.8 Notice by employee -

(a) Subject to subclauses 30.8(b) and 30.8(c) employees shall give the employer two week's notice of termination in writing.

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

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

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

30.10 Employees who have accrued ADO's shall be paid for such accrued time at ordinary rate of pay upon termination.

31 Redundancy

31.1 Redundancy is provided for in the NES.

31.2 An employee is entitled to be paid redundancy pay by the employer if the employee's employment is terminated:

- (a) at the employer's initiative because the employer no longer requires the job done by the employee to be done by anyone, except where this is due to the ordinary and customary turnover of labour; or
- (b) because of the insolvency or bankruptcy of the employer.

31.3 Minimum Payments

(a) Where the employee is under 45 years of age, the employer shall pay the employee

Minimum Years of Service	Retrenchment Pay
Less than 1 year	Nil
1 year and less than 2 years	4 weeks pay
2 years and less than 3 years	7 weeks pay
3 years and less than 4 years	10 weeks pay
4 years and less than 5 years	12 weeks pay
5 years and less than 6 years	14 weeks pay
6 years and over	16 weeks pay.

(b) Where the employee is 45 years of age or over, the employer shall pay the employee in accordance with the following scale:

Minimum Years of Service	Retrenchment Pay
Less than 1 year	Nil
1 year and less than 2 years	5 weeks pay
2 years and less than 3 years	8.75 weeks pay
3 years and less than 4 years	12.5 weeks pay
4 years and less than 5 years	15 weeks pay
5 years and less than 6 years	17.5 weeks pay
6 years and over	20 weeks pay

(c) "Week's pay" means the Employee's average actual weekly earnings over the preceding twelve months from the date of termination, and shall include in addition to the ordinary rate of pay any over-agreement payments and the following, if applicable:

- (i) shift allowances;
- (ii) weekend penalties;
- (iii) any other entitlements.

31.4 Transfer to Lower Paid Duties

Where an employee is transferred to lower paid duties, the same period of notice must be given as the employee would have been entitled to if the employment had been terminated and the employer may, at the employer's option, make payment instead of an amount equal to the difference between the former ordinary time rate of pay and the ordinary time rate of pay for the number of weeks of notice still owing.

31.5 Employee Leaving During Notice Period

An employee given notice of termination in circumstances of redundancy may terminate their employment during the period of notice. The employee is entitled to receive the benefits and payments they would have received under this clause had they remained in employment until the expiry of the notice, but is not entitled to any payment in lieu of any remaining notice.

31.6 Job Search Entitlement

- (a) An employee given notice of termination in circumstances of redundancy must be allowed up to one day's time off without loss of ordinary pay during each week of notice for the purpose of seeking other employment.
- (b) 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 must, at the request of the employer, produce proof of attendance at an interview or they will not be entitled to payment for any time absent. For this purpose a statutory declaration is sufficient.

32 Agreement Benefits to Be Continuous

32.1 In the event of any change in ownership of the hospital, all employee rights and benefits provided by this Agreement shall continue as if no such change in ownership had taken place.

Where such changes do occur, no employee shall be paid out for accrued annual leave, long service leave or any other benefit, but such benefits shall be continuous.

32.2 No employee, full-time or part-time, shall be terminated or required to take leave without pay where such termination or leave is used to avoid the requirements of any Act or to avoid payment of any rights or benefits provided by this Agreement.

33 Nurses and Midwives' Association (NSWNMA) / ANMF Members

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

33.2 The hospital may provide new employees with a Union membership form upon commencing employment with the employer.

- 33.3 Without limiting the role of officers, delegates or members of the Union, in assisting workers to take an active role in their workplace, the employer will:
- (a) Permit branch or workplace representatives to provide new employees during their official induction with an explanation of how this agreement operates and information about Union membership;
 - (b) Encourage all employees to take an interest in collective bargaining; and
 - (c) Grant reasonable time during working hours to consult with union members and with officials of the Union, represent the interests of Union members to the employer and participate in the affairs of the Union.

34 Superannuation

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

34.2 Definitions

- (a) **"Default fund"** means the Health Employees' Superannuation Trust Australia (H.E.S.T.A.) which offers a MySuper product. Should an employee fail to nominate a fund, the employer will pay superannuation contributions into the Default Fund.
- (b) **"Complying Regulated fund"** means a superannuation fund that is regulated under the Superannuation Industry (Supervision) Act 1993 and has been issued with a Certificate of Compliance by the Australian Prudential Regulation Authority.
- (c) **"Ordinary-time earnings"** means remuneration for an employee's weekly number of hours of work, excluding overtime hours, calculated at the ordinary rate of pay, including the following when they make up the employee's regular weekly earnings:
 - (i) Monday to Friday shift premiums for ordinary hours of work;
 - (ii) Weekend shift premiums for ordinary hours of work;
 - (iii) Public holiday loadings;
 - (iv) Any percentage addition payable to casual employees for ordinary hours or work;
 - (v) Ordinary time allowances (not including expense related allowances);
 - (vi) Payments made above the base rate for ordinary hours of work.
- (d) **"Qualified employee"** means:
 - (i) a full-time or part-time employee who has completed at least four weeks service in the industry of nursing. Provided that once this period has elapsed, payments shall be made for the entire period of service with the employer;

- (ii) a casual employee who has earned in excess of \$450.00 ordinary-time earnings during their employment with an employer in the course of any one year (1 July to 30 June).

34.3 Contributions

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

35 Attendance at Meetings and Fire Drills

35.1 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 appropriate 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.

35.2 Any employee required to attend Work 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 appropriate 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.

36 Resolution of Disputes

36.1 In the event of a dispute about any matter under this agreement, or a dispute in relation to the NES, in the first instance the parties must attempt to resolve the matter at the workplace by discussions between the employee or employees concerned and the relevant supervisor. If such discussions do not resolve the dispute, the parties will endeavour to resolve the dispute in a timely manner by discussions between the employee or employees concerned and more senior levels of management as

appropriate.

- 36.2 If a dispute about a matter arising under this agreement or a dispute in relation to the NES is unable to be resolved at the workplace, and all appropriate steps under this clause have been taken, a party to the dispute may refer the dispute to the Fair Work Commission.
- 36.3 The parties agree that the FWC shall have the power to do all such things as are necessary for the just resolution of the dispute including mediation and conciliation and, where the matter in dispute remains unresolved, arbitration.
- 36.4 An employer or employee may appoint another person, organisation or association to accompany and/or represent them for the purposes of this clause.
- 36.5 While the dispute resolution procedure is being conducted, work must continue in accordance with this agreement and the Act. Subject to applicable work health and safety legislation, an employee must not unreasonably fail to comply with a direction by the employer to perform work, whether at the same or another workplace, that is safe and appropriate for the employee to perform.

37 Anti-Discrimination

- 37.1 It is the intention of the parties bound by this Agreement to prevent and eliminate discrimination in the workplace. This includes discrimination on the grounds of race, sex, marital status, disability, homosexuality, transgender identity and age.
- 37.2 It follows that in fulfilling their obligations under the dispute resolution procedure by this Agreement the parties have obligations to take all reasonable steps to ensure that the operation of the provisions of this Agreement are not directly or indirectly discriminatory in their effects. It will be consistent with the fulfilment of these obligations for the parties to make application to vary any provision of this Agreement which, by its terms or operation, has a direct or indirect discriminatory effect.
- 37.3 Under the Anti-Discrimination Act 1977 (NSW), it is unlawful to victimise an employee because the employee has made or may make or has been involved in a complaint of unlawful discrimination or harassment.
- 37.4 Nothing in this clause is to be taken to affect:
- (a) any conduct or act which is specifically exempted from anti-discrimination legislation;
 - (b) any act or practice of a body established to propagate religion which is exempted under section 56(d) of the *Anti-Discrimination Act 1977 (NSW)*;
 - (c) a party to this Agreement from pursuing matters of unlawful discrimination in any state or federal jurisdiction.
- 37.5 This clause does not create legal rights or obligations in addition to those imposed upon

the parties by legislation referred to in this clause.

NOTES---

- (a) Employers and employees may also be subject to Commonwealth anti-discrimination legislation.
- (b) Section 56(d) of the *Anti-Discrimination Act 1977 (NSW)* provides:
"Nothing in this Act affects ...any other act or practice of a body established to propagate religion that conforms to the doctrines of that religion or is necessary to avoid injury to the religious susceptibilities of the adherents of that religion".

38 Parental Leave

38.1 Parental Leave entitlements are governed by the NES and this Agreement provides additional entitlements.

38.2 Eligibility for Paid Parental Leave

- (a) Full Time Employees - To be eligible for paid parental leave, a full time employee must have completed at least 12 months of continuous service prior to the expected date of birth or prior to the date of taking custody of the adopted child.
- (b) Part-Time Employees – To be eligible for paid parental leave a part-time employee must have completed at least 12 months of continuous service prior to the expected date of birth or prior to the date of taking custody of the adopted child.
- (c) Regular Casual Employees – a regular casual employee is entitled to 12 months unpaid parental leave only if the employee has had at least 12 months of continuous service with the Hospital.

38.3 Eligibility for a further period of Parental Leave

- (a) An employee (including casuals) who has once met the conditions for paid parental leave will not be required to meet again the eligibility requirements of sub-clause 39.2 of this clause in order to qualify for a further period of paid parental leave, unless:
 - (i) there has been a break in service where the employee has been re-employed or re-appointed after a resignation, medical retirement, or after their services have been otherwise dispensed with; or
 - (ii) the employee has completed a period of leave without pay of more than 1 year. In this context, leave without pay does not include sick leave without pay, parental leave without pay, or leave without pay associated with an illness or injury compensable under *Work Health and Safety* legislation.

38.4 Primary Carer Parental Leave

- (a) Eligible employees are entitled to paid parental leave as follows:
- (i) Paid Primary Carer Parental Leave - an employee is entitled to 12 weeks at the ordinary rate of pay from the date parental leave commences. This leave may commence up to 9 weeks prior to the expected date of birth.
 - (ii) It is not compulsory for an employee to take this period off work. However, if an employee decides to work during this period it is subject to the employee being able to perform satisfactorily the full range of normal duties.
 - (iii) Paid primary carer parental leave may be paid:
 - (A) on a normal fortnightly basis;
 - (B) in advance in a lump sum;
 - (C) at the rate of half pay over a period of 24 weeks on a regular fortnightly basis.
 - (iv) Annual and/or long service leave credits can be combined with periods of maternity leave on half pay to enable an employee to remain on full pay for that period.
- (b) Unpaid Primary Carer Parental Leave - an employee is entitled to a further period of unpaid primary carer parental leave of not more than 12 months after the actual date of birth.
- (c) Applications for Primary Carer Parental Leave-
- (i) An employee who intends to proceed on primary carer parental leave should formally notify the Hospital of such intention as early as possible, so that arrangements associated with the absence can be made.
 - (ii) Written notice of not less than 8 weeks prior to the commencement of the leave should accordingly be given. This notice must include a medical certificate stating the expected date of birth and should also indicate the period of leave desired.
- (d) Miscarriages
- In the event of a miscarriage any absence from work is to be covered by the current sick leave provisions.
- (e) Stillbirth
- 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.
- (f) Effect of premature birth on payment of Primary Carer Parental Leave
- An employee who gives birth prematurely and prior to proceeding on primary carer parental leave will be treated as being on maternity 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.

(g) Illness associated with pregnancy -

(i) 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.

(ii) Where an employee is entitled to paid primary carer parental leave, but because of illness is on sick leave, or on annual 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.

(h) Transfer to a more suitable 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.

(i) Further pregnancy while on Primary Carer Parental Leave

Where an employee becomes pregnant whilst on primary carer parental leave, a further period of primary carer parental leave may be granted. Should this second period of primary carer parental leave commence during the currency of the existing period of primary carer parental leave, then any residual primary carer parental leave from the existing entitlement lapses.

38.5 Secondary Carer Parental Leave

Eligible employees are entitled to paid secondary carer parental leave as follows:

- (a) Paid Secondary Carer Parental Leave - an employee is entitled to an unbroken period of up to one week of paid secondary carer parental leave at the time of the birth of the child.
- (b) Annual and/or long service leave credits can be combined with periods of maternity leave on half pay to enable an employee to remain on full pay for that period.
- (c) Unpaid Secondary Carer Parental Leave - an employee is entitled to a further period of unpaid paternity leave of not more than 12 months after the actual date of birth to be the primary care giver of the child.
- (d) Applications - an employee who intends to proceed on secondary carer parental leave should formally notify the employer of such intention as early as possible, so that arrangements associated with their absence can be made.

Written notice not less than 8 weeks prior to the commencement of the leave should accordingly be given. This notice must include a medical certificate stating the expected date of birth and should also indicate the period of leave desired.

38.6 Adoption Leave -

- (a) Paid Adoption Leave – an eligible employee is entitled to paid adoption leave of 12 weeks at the ordinary rate of pay to be taken within 12 months of the date of taking custody of the child.
- (b) Paid adoption leave may be paid:
 - (i) on a normal fortnightly basis;
 - (ii) in advance in a lump sum; and
 - (iii) at the rate of half pay over a period of 24 weeks on a regular fortnightly basis.
- (c) Annual and/or long service leave credits can be combined with periods of adoption leave at half pay to enable an employee to remain on full pay for that period.
- (d) Unpaid Adoption Leave

Eligible employees are entitled to unpaid adoption leave as follows:

- (i) where the child is under the age of 12 months - a period of not more than 12 months from the date of taking custody;
 - (ii) where the child is over the age of 12 months - a period of up to 12 months, such period to be agreed upon by both the employee and the employer.
- (e) Applications

Due to the fact that an employee may be given little notice of the date of taking custody of a child, employees who believe that, in the reasonably near future, they will take custody of a child, should formally notify the Hospital as early as practicable of the intention to take adoption leave. This will allow arrangements associated with the adoption leave to be made.

38.7 General Conditions

- (a) Variation after Commencement of Primary Carer Parental Leave

After commencing primary carer parental leave, an employee may vary the period of the primary carer parental leave, once without the consent of the employer and otherwise with the consent of the employer. A minimum of 4 weeks notice must be given, although the employer may accept less notice if convenient.

- (b) Staffing Provisions

Any person who occupies the position of an employee on parental leave must be informed that the employee has the right to return to their former position. Additionally, since an employee has the right to vary the period of their parental leave, offers of

temporary employment should be in writing, stating clearly the temporary nature of the contract of employment. The duration of employment should be also set down clearly; to a fixed date or until the employee elects to return to duty, whichever occurs first.

(c) Effect of Parental Leave on Accrual of Leave, Increments etc.

- (i) When the employee has resumed duties, any period of full pay leave is counted in full for the accrual of annual 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 annual leave.
- (ii) 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.
- (iii) 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.
- (iv) Where public holidays occur during the period of paid parental leave, payment is at the rate of parental leave received i.e., public holidays occurring in a period of full pay primary carer parental leave are paid at full rate and those occurring during a period of half pay leave are paid at half rate.

(d) Right to Return to Previous Position

- (i) An employee returning from parental leave has the right to resume their former position.
- (ii) Where this position no longer exists the employee is entitled to be placed in a position nearest in status and salary to that of their former position and for which the employee is capable or qualified.

(e) Return for Less than Full Time Hours

- (i) Employees may make application to their employer to return to duty for less than the full time hours they previously worked by taking weekly leave without pay. Such return to work is to be according to the following principles:
- (ii) The period is to be limited to 12 months after which full time duties must be resumed unless otherwise negotiated between the Hospital and employee.
- (iii) The employee is to make an application for leave without pay to reduce her/his full time weekly hours of work. This application should be made as early as possible to enable the employer to make suitable staffing arrangements. At least 4 weeks notice must be given.
- (iv) The quantum of leave without pay to be granted to individual employees is to be by mutual agreement with the Hospital.

- (v) Salary and other conditions of employment are to be adjusted on a basis proportionate to the employee's full time hours of work, i.e. for long service leave the period of service is to be converted to the full-time equivalent, and credited accordingly.
- (vi) It should be noted that employees who return from primary carer parental leave under this arrangement remain full-time employees.

38.8 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, in accordance with the Hospital's policy.

38.9 ADDITIONAL PROVISIONS

- (a) An employer must not fail to re-engage a regular casual employee because:
 - (i) the employee or employee's spouse is pregnant; or
 - (ii) the employee is or has been immediately absent on parental leave.
- (b) The rights of an employer in relation to engagement and re-engagement of casual employees are not affected, other than in accordance with this clause.
- (c) Communication during Parental Leave
 - (i) 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:
 - (A) 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
 - (B) 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.
- (d) The employer 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.
- (e) The employee shall also notify the employer of changes of address or other contact details which might affect the employer's capacity to comply with paragraph (a) of this subclause.

39 Community Service Leave

39.1 Employees are entitled to Community Service Leave in accordance with the provisions of the NES (refer to Chapter 2, Part 2-2, Division 8 of the Act).

39.2 Entitlement to be absent from employment for engaging in eligible community service activity.

- (a) An employee who engages in an eligible community service activity is entitled to be absent from his or her employment for a period if:
- (i) the period consists of one or more of the following:
 - (A) time when the employee engages in the activity;
 - (B) reasonable travelling time associated with the activity;
 - (C) reasonable rest time immediately following the activity; and
 - (ii) unless the activity is jury service—the employee’s absence is reasonable in all the circumstances.

39.3 Meaning of eligible community service activity

- (a) Each of the following is an **eligible community service activity**:
- (i) jury service (including attendance for jury selection) that is required by or under a law of the Commonwealth, a State or a Territory; or
 - (ii) a voluntary emergency management activity (see clause 39.2); or
 - (iii) an activity prescribed as an eligible community activity by regulations made in accordance with section 109 (4) of the Fair Work Act 2009
- (b) An employee engages in a **voluntary emergency management activity** if, and only if:
- (i) the employee engages in an activity that involves dealing with an emergency or natural disaster; and
 - (ii) the employee engages in the activity on a voluntary basis (whether or not the employee directly or indirectly takes or agrees to take an honorarium, gratuity or similar payment wholly or partly for engaging in the activity); and
 - (iii) the employee is a member of, or has a member-like association with, a recognised emergency management body; and
 - (iv) either:
 - (A) the employee was requested by or on behalf of the body to engage in the activity; or
 - (B) no such request was made, but it would be reasonable to expect that, if the circumstances had permitted the making of such a request, it is likely that such a request would have been made.

- (c) A **recognised emergency management body** is:
- (i) a body, or part of a body, that has a role or function under a plan that:
 - (A) is for coping with emergencies and/or disasters; and
 - (B) is prepared by the Commonwealth, a State or a Territory; or
 - (ii) a fire-fighting, civil defence or rescue body, or part of such a body; or
 - (iii) any other body, or part of a body, a substantial purpose of which involves:
 - (A) securing the safety of persons or animals in an emergency or natural disaster;
or
 - (B) protecting property in an emergency or natural disaster; or
 - (C) otherwise responding to an emergency or natural disaster; or
 - (iv) a body, or part of a body, prescribed by the regulations made in accordance with the Fair Work Act 2009;

but does not include a body that was established, or is continued in existence, for the purpose, or for purposes that include the purpose, of entitling one or more employees to be absent from their employment under this clause.

39.4 Notice and evidence requirements

- (a) An employee who wants an absence from his or her employment to be covered by this clause must give his or her employer notice of the absence.
- (b) The notice:
 - (i) must be given to the employer as soon as practicable (which may be a time after the absence has started); and
 - (ii) must advise the employer of the period, or expected period, of the absence.
- (c) An employee who has given his or her employer notice of an absence under clause 40.4(a) must, if required by the employer, give the employer evidence that would satisfy a reasonable person that the absence is because the employee has been or will be engaging in an eligible community service activity.
- (d) An employee's absence from his or her employment is not covered by clause 39 unless the employee complies with subclause 39.4.

39.5 Payment to employees (other than casuals) on jury service

- (a) This section applies if:
 - (i) in accordance with clause 39, an employee is absent from his or her employment for a period because of jury service; and
 - (ii) the employee is not a casual employee.

- (b) Subject to subclauses 39.5(c), (d) and (e), the employer must pay the employee at the employee's ordinary rate of pay for the employee's ordinary hours of work in the period.
- (c) The employer may require the employee to give the employer evidence that would satisfy a reasonable person:
 - (i) that the employee has taken all necessary steps to obtain any amount of jury service pay to which the employee is entitled; and
 - (ii) of the total amount (even if it is a nil amount) of jury service pay that has been paid, or is payable, to the employee for the period.
- (d) If, the employer requires the employee to provide evidence in accordance with 39.5(c):
 - (i) the employee is not entitled to payment under 39.5(b) unless the employee provides the evidence; and
 - (ii) if the employee provides the evidence—the amount payable to the employee under 39.5(b) is reduced by the total amount of jury service pay that has been paid, or is payable, to the employee, as disclosed in the evidence.
- (e) If an employee is absent because of jury service in relation to a particular jury service summons for a period, or a number of periods, of more than 10 days in total:
 - (i) the employer is only required to pay the employee for the first 10 days of absence; and
 - (ii) the evidence provided in response to a requirement under subsection (3) need only relate to the first 10 days of absence; and
 - (iii) the reference in 39.5(d) to the total amount of jury service pay as disclosed in evidence is a reference to the total amount so disclosed for the first 10 days of absence.
- (f) **Jury service pay** means an amount paid in relation to jury service under a law of the Commonwealth, a State or a Territory, other than an amount that is, or that is in the nature of, an expense-related allowance.
- (g) **Jury service summons** means a summons or other instruction (however described) that requires a person to attend for, or perform, jury service.

40 Learning and Development

40.1 Managers and supervisors are responsible for promoting and supporting learning activities for employees in their area of responsibility.

40.2 Professional development shall be identified on an annual basis through the employees' annual performance appraisal.

40.3 Continuing Professional Development Leave

- a) Full time and part time employees may, with approval from the employer, access up to 3 days' paid Continuing Professional Development (CPD) Leave in a calendar year. CPD Leave may be taken, with approval, for professional development activities including research, attendance at seminars or conferences. The professional development activity must be relevant to the duties of the employee's current position.
- b) The employee is required to apply for CPD leave at least 2 weeks prior to the requested date/s.
- c) Applications for CPD leave must be in writing and include the date of the requested leave and a brief description of the nature of the professional development activity to be undertaken.
- d) Applications for CPD leave will not be unreasonably refused where the employee provides at least 2 weeks' notice. The employer's payment for the cost of the seminar, conference or course may be a reason for the employer to refuse an employee's application for paid CPD leave, in which case the employee can access unpaid leave or other accrued paid leave.
- e) CPD leave does not accumulate from year to year.

40.4 When an employee is required by the employer to undertake training outside ordinary working hours, the employee will be paid at the appropriate rate of pay for the time spent in training.

40.5 Mandatory Training

Where an employee is required by an employer to undertake training:

- (i) It is intended that sufficient time will be provided, and sufficient staff will be rostered, to allow the training to be completed during ordinary working hours.
- (ii) When an employee is required by the employer to undertake training outside ordinary working hours, the employee will be paid at the appropriate rate of pay for the time spent in training. 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.

41 Staffing and Nursing Workloads

41.1 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 (which includes the number and/or frequency of trainee/student placements).

41.2 The parties agree that existing flexibility in respect of staffing will be maintained. The

current practice of staffing based on collaboration between Nursing Administration and Ward/Unit management will continue on a shift basis, taking into account both occupancy and patient acuity.

- 41.3 The employer will maintain the staffing standards in place for wards at the time this agreement is made and will ensure appropriate staffing standards in perioperative areas.
- 41.4 The employer will endeavour to ensure that unexpected admissions do not prohibit the delivery of good nursing care.
- 41.5 Should any nurse in any one ward or unit feel the workloads are unreasonably heavy, on a regular basis, then they have a responsibility to discuss their concerns with their nurse manager.
- 41.6 The nurse manager shall investigate any issue that is raised within 48 hours and provide a response to the issues.
- 41.7 It is the intent of the parties that the issue be initially dealt with as close to the source as possible, with graduated steps for further discussion and resolution at higher authority levels where necessary.
- 41.8 The employee may be represented by their workplace representatives.
- 41.9 If the matter is not settled with a reasonable period of time, Clause 36, Resolution of Disputes will apply.
- 41.10 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.

42 Copy of Agreement & NES

- 42.1 A copy of this Agreement & NES will be made available to each nursing employee covered by this Agreement.
- 42.2 A copy of this Agreement & NES will also be made available to all new nurses upon induction.
- 42.3 A copy of this Agreement & NES will be displayed where it can be easily read by all employees.

43 Consultation

- 43.1 This term applies if the employer:

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

Major change

43.2 For a major change referred to in subclause 43.1(a):

- (a) the employer must notify the relevant employees of the decision to introduce the major change; and
- (b) subclauses 43.3 to 43.9 apply.

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

43.4 If:

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

the employer must recognise the representative.

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

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

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

43.7 The employer must give prompt and genuine consideration to matters raised about the

major change by the relevant employees.

43.8 If a term in this Agreement provides for a major change to production, program, organisation, structure or technology in relation to the enterprise of the employer, the requirements set out in subclause 43.2(a) and subclauses 43.3 and 43.5 are taken not to apply.

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

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

Change to regular roster or ordinary hours of work

43.10 For a change referred to in subclause 43.1(b):

- (a) the employer must notify the relevant employees of the proposed change; and
- (b) subclauses 44.11 to 44.15 apply.

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

43.12 If:

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

the employer must recognise the representative.

43.13 As soon as practicable after proposing to introduce the change, the employer must:

- (a) discuss with the relevant employees the introduction of the change; and
- (b) for the purposes of the discussion—provide to the relevant employees:
 - (i) all relevant information about the change, including the nature of the change; and

- (ii) information about what the employer reasonably believes will be the effects of the change on the employees; and
 - (iii) information about any other matters that the employer reasonably believes are likely to affect the employees; and
- (c) invite the relevant employees to give their views about the impact of the change (including any impact in relation to their family or caring responsibilities).

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

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

43.16 In this term: relevant employees means the employees who may be affected by a change referred to in subclause 43.1.

44 Continuing Professional Development

44.1 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 will be provided access to appropriate training. This training may involve any combination of the following and is subject to management approval:

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

45 Requests for Flexible Working Arrangements

45.1 Employees are entitled to request flexible employment arrangements in accordance with the provisions of the NES (refer to Chapter 2, Part 2-2, Division 4 of the Act)

45.2 An employee may request a change in their working arrangements, including changes in: the hours of work; patterns of work; and location of work, if they require flexibility because they:

- (a) are the parent, or have responsibility for the care of a child who is of school age or younger;
- (b) are a carer (within the meaning of the *Carer Recognition Act 2010*);
- (c) have a disability;

- (d) are 55 or older;
- (e) are experiencing violence from a member of their family; or
- (f) provide care or support to a member of their immediate family or household, who requires care or support because the member is experiencing violence from the members family.

45.3 To avoid doubt, and without limiting subclause 45.2, and employee who:

- (a) is a parent, or has responsibility for the care, of a child; and
- (b) is returning to work after taking leave in relation to the birth or adoption of the child;
may request to work part-time to assist the employee to care for the child.

45.4 The employee is not entitled to make the request unless:

- (a) for an employee other than a casual employee, the employee has completed at least 12 months of continuous service with the Employer immediately before making the request;
or
- (b) for a casual employee, the employee:
 - (i) is a long term casual employee of the Employer immediately before making the request; and
 - (ii) has a reasonable expectation of continuing employment by the Employer on a regular and systematic basis.

45.5 The request must:

- (a) be in writing; and
- (b) set out details of the change sought and of the reasons for the change.

45.6 The Employer must give the employee a written response to the request within 21 days, stating whether the Employer grants or refuses the request.

46 Leave to deal with Family and Domestic Violence

46.1 This clause applies to all employees, including casuals.

46.2 Definitions

(a) 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:

- (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; or
 - (iii) a person related to the employee according to Aboriginal or Torres Strait Islander kinship rules.
- (b) A reference to a spouse or de facto partner in the definition of family member in subclause 46.2(a) includes a former spouse or de facto partner.

46.3 Entitlement to leave

An employee is entitled to 3 days' paid leave and 5 days' unpaid leave to deal with family and domestic violence, as follows:

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

Note 1: A period of leave to deal with family and domestic violence may be less than a day by agreement between the employee and the employer; and

Note 2: The employer and employee may agree that the employee may take more than 5 days' unpaid leave to deal with family and domestic violence.

46.4 Taking leave

An employee may take 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.

Note: 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.

46.5 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.

46.6 Notice and evidence requirements

(a) Notice

An employee must give their employer notice of the taking of leave by the employee under clause 46. The notice:

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

(b) Evidence

An employee who has given their employer notice of the taking of leave under clause 46 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 subclause 46.4.

Note: 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.

46.7 Confidentiality

- (a) Employers must take steps to ensure information concerning any notice an employee has given, or evidence an employee has provided under subclause 46.6 is treated confidentially, as far as it is reasonably practicable to do so.
- (b) Nothing in clause 46 prevents an 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.

Note: Information concerning an employee's experience of family and domestic violence is sensitive and if mishandled can have adverse consequences for the employee. Employers should consult with such employees regarding the handling of this information.

46.8 Compliance

An employee is not entitled to take leave under clause 46 unless the employee complies with clause 46.

47 Representative Leave/Trade Union Training Leave

47.1 The Employer will provide up to a total of 6 days paid leave per calendar year for the representative/s to attend union courses, seminars and conferences. The total of 6 days paid leave per calendar year may be divided between the representatives of the Union. The employee must be the nominated Employee Representative or Delegate endorsed by the Union and they have completed at least 12 months service.

47.2 The employee should give at least 4 weeks' notice of such leave to the employer.

- 47.3 The taking of such leave will consider and not adversely affect the operations of the employer.
- 47.4 The scope, content and level of the course will contribute to a better understanding of industrial relations and dispute settlement procedures within the employer's operations.
- 47.5 The employer may request evidence from the employee that they actually attended the course(s).

48 Qualification Allowance

- 48.1 The qualifications (or their equivalent) that are eligible to trigger the payment of a qualifications allowance are found at clause 48.18. The payment of qualification allowances is subject to the conditions set out in this clause 48 below.
- 48.2 An employee employed in the classification of Registered Nurse (years 1 to 8), Clinical Nurse Specialist, Nursing Unit Manager and above (who satisfies the employer that she/he is engaged in clinical work for more than 50% of her/his time) who holds a qualification in a clinical field, in addition to the qualification leading to registration, shall be paid a qualification allowance, subject to the following conditions set out below:
- (a) the allowance is only payable where the qualification is accepted by the employer to be directly relevant to the competency and skills used by the nurse in the duties of the position;
 - (b) an employee holding more than one relevant qualification is only entitled to one allowance, being the allowance of the highest monetary value;
 - (c) the employee claiming entitlement to a qualification allowance must provide evidence to the employer that they hold that qualification.
- 48.3 Subject to the provisions in subclause 48.2 of this clause, an employee who holds a post-registration hospital certificate listed in and relevant to the employee's current role shall be paid an allowance per week as set out at Part B Table 2 of this Agreement.
- 48.4 Subject to the provisions in subclause 48.2 of this clause, an employee who holds a post-graduate certificate shall be paid an allowance per week as set out at Part B Table 2 of this Agreement.
- 48.5 Subject to the provisions in subclause 48.2 of this clause, an employee who holds a post-graduate diploma or degree (other than an undergraduate nursing degree) shall be paid an allowance per week as set out at Part B Table 2 of this Agreement.
- 48.6 Subject to the provisions in subclause 48.2 of this clause, an employee who holds a masters degree or doctorate shall be paid an allowance per week as set out at Part B Table 2 of this Agreement.

48.7 An enrolled nurse, who holds a relevant Certificate IV or equivalent continuing education qualification in a clinical field, or Advanced Diploma of Nursing (Enrolled), in addition to the qualification leading to enrolment, shall be paid a qualification allowance, subject to the following conditions set out below:

- (a) the allowance is only payable where the qualification is accepted by the employer to be directly relevant to the competency and skills used by the enrolled nurse in the duties of the position;
- (b) an employee holding more than one relevant qualification is only entitled to one allowance, being the allowance of the highest monetary value;
- (c) the employee claiming entitlement to a qualification allowance must provide evidence to the employer that they hold that qualification.

48.8 Subject to the provisions in subclause 48.6 of this clause, an enrolled nurse who holds a Certificate IV qualification shall be paid an allowance per week as set out at Part B Table 2 of this Agreement.

48.9 Subject to the provisions in subclause 48.7 of this clause, an enrolled nurse who holds an Advanced Diploma of Nursing (Enrolled) qualification shall be paid an allowance per week as set out at Part B Table 2 of this Agreement.

48.10A Clinical Nurse Educator who holds a post graduate diploma, degree, Masters or Doctorate in education or a clinical field in addition to the qualification leading to registration shall be paid a qualification allowance, subject to the following conditions set out below:

- (a) the allowance is only payable where the qualification is accepted by the employer to be directly relevant to the competency and skills used by the registered nurse/midwife in the duties of the position;
- (b) an employee holding more than one relevant qualification is only entitled to one allowance, being the allowance of the highest monetary value;
- (c) the employee claiming entitlement to a qualification allowance must provide evidence to the employer that they hold that qualification.

48.11 Subject to the provisions in subclause 48.10 of this clause, a Clinical Nurse Educator who holds a post graduate diploma, degree, Masters or Doctorate in education or a clinical field shall be paid the relevant allowance per week as set out at Part B Table 2 of this Agreement (Post Graduate Diploma or Degree) or an allowance per week as set out at Part B Table 2 of this Agreement (Masters Degree or Doctorate).

48.12 The above allowances are not to be included in the employee's ordinary rate of pay. The allowances are payable during periods of paid leave taken by an employee.

48.13 Where a dispute arises concerning the eligibility for payment of a qualification allowance

that is not resolved by the process contained in clause 36, Dispute Resolution Procedure, discussions between the parties must occur prior to referral to the Fair Work Commission for determination.

48.14 An employee claiming entitlement to a qualification allowance as set out at this clause must provide to the Employer evidence of that employee holding the qualification for which the entitlement is claimed. Payment of the qualification allowance shall be from the first full pay period on or after evidence of the relevant qualification is submitted to the Employer or the date the qualification is obtained by the Employee, whichever is the later.

48.15 Part-time employees will be entitled to be paid the qualification allowance on a pro-rata basis on their contracted hours.

48.16 This clause will be effective from the first full pay period on or after the date of operation of this Agreement.

48.17 Major functional groupings eligible for payment of the qualification allowance where for nurses holding a clinical qualification from a recognised educational institution and practising in any speciality field under that functional grouping.

Critical Care/ High Dependency	Medical/Surgical
<ul style="list-style-type: none"> • Bariatric • Acute Care • Cardiac Nursing • Coronary care • Critical Care • Perioperative Nursing • Anaesthetics and Recovery • High Dependency 	<ul style="list-style-type: none"> • High Dependency • Acute Care • Surgical Nursing • Infection Control • Medical Nursing • Orthopaedic • Pain management • Wound Management • Ophthalmology • Bariatric

PART B - MONETARY RATES

Table 1 – Salaries

Wage Rates	Current	FFPOA			
		1-Jul-20	1-Jan-21	1-Jul-21	1-Jan-22
Increase		3%	2%	2.50%	2.50%
Assistant In Nursing					
Year 1	\$840.38	\$865.59	\$882.90	\$904.98	\$927.60
Year 2	\$867.24	\$893.26	\$911.12	\$933.90	\$957.25
Year 3	\$894.40	\$921.23	\$939.66	\$963.15	\$987.23
Thereafter	\$922.40	\$950.07	\$969.07	\$993.30	\$1,018.13
Enrolled Nurse - with Notation	\$1,055.78	\$1,087.45	\$1,109.20	\$1,136.93	\$1,165.36
Enrolled Nurse					
Year 1	\$1,054.41	\$1,086.04	\$1,107.76	\$1,135.46	\$1,163.84
Year 2	\$1,077.38	\$1,109.70	\$1,131.90	\$1,160.19	\$1,189.20
Year 3	\$1,100.43	\$1,133.44	\$1,156.11	\$1,185.01	\$1,214.64
Year 4	\$1,120.72	\$1,154.34	\$1,177.43	\$1,206.86	\$1,237.04
Year 5 Thereafter	\$1,144.24	\$1,178.57	\$1,202.14	\$1,232.19	\$1,263.00
Enrolled Nurse – Special Grade	\$1,168.46	\$1,203.51	\$1,227.58	\$1,258.27	\$1,289.73
Nurse-Undergoing Pre Registration training/ AIN in 3rd yr of U/G study	\$1,007.89	\$1,038.13	\$1,058.89	\$1,085.36	\$1,112.50
Registered Nurse					
Year 1	\$1,171.95	\$1,207.11	\$1,231.25	\$1,262.03	\$1,293.58
Year 2	\$1,233.01	\$1,270.00	\$1,295.40	\$1,327.79	\$1,360.98
Year 3	\$1,296.71	\$1,335.61	\$1,362.32	\$1,396.38	\$1,431.29
Year 4	\$1,365.01	\$1,405.96	\$1,434.08	\$1,469.93	\$1,506.68
Year 5	\$1,432.51	\$1,475.49	\$1,505.00	\$1,542.62	\$1,581.19
Year 6	\$1,500.42	\$1,545.43	\$1,576.34	\$1,615.75	\$1,656.14
Year 7	\$1,577.30	\$1,624.62	\$1,657.11	\$1,698.54	\$1,741.00
Year 8 Thereafter	\$1,642.42	\$1,691.69	\$1,725.53	\$1,768.66	\$1,812.88
Clinical Nurse Educator	\$1,709.28	\$1,760.56	\$1,795.77	\$1,840.66	\$1,886.68
Nurse Educator					
Year 1	\$1,895.91	\$1,952.79	\$1,991.84	\$2,041.64	\$2,092.68
Year 2	\$1,965.26	\$2,024.22	\$2,064.70	\$2,116.32	\$2,169.23
Year 3	\$2,031.87	\$2,092.83	\$2,134.68	\$2,188.05	\$2,242.75
Year 4	\$2,118.49	\$2,182.04	\$2,225.69	\$2,281.33	\$2,338.36
Clinical Nurse Specialist	\$1,734.38	\$1,786.41	\$1,822.14	\$1,867.69	\$1,914.39
Clinical Nurse Consultant	\$2,111.24	\$2,174.58	\$2,218.07	\$2,273.52	\$2,330.36
Nursing Unit Manager					
Level I	\$2,071.52	\$2,133.67	\$2,176.34	\$2,230.75	\$2,286.52
Level 2	\$2,169.43	\$2,234.51	\$2,279.20	\$2,336.18	\$2,394.59
Level 3	\$2,227.31	\$2,294.13	\$2,340.01	\$2,398.51	\$2,458.47
Deputy Director of Nursing	\$2,338.89	\$2,409.06	\$2,457.24	\$2,518.67	\$2,581.64
Director of Nursing	\$2,477.36	\$2,551.68	\$2,602.71	\$2,667.78	\$2,734.48

Table 2 - Other Rates and Allowances


Item	Clause	Allowance	Current	FFPPOA				
				1-Jul-20	FFPPOA Date of Operation	1-Jan-21	1-Jul-21	1-Jan-22
		Increase		3%		2%	2.50%	2.50%
1	9.2	In charge hospital day, evening or night shift	\$37.87	\$39.01		\$39.79	\$40.78	\$41.80
2	9.3(a)	On Call (per 24hrs)	33.11	\$34.10		\$34.79	\$35.66	\$36.55
3	9.3(b)	On Call - RDO (per hour)	\$3.71	\$3.82		\$3.90	\$4.00	\$4.10
4	9.4	Lead apron allowance (per Hr)	\$1.95	\$2.01		\$2.05	\$2.10	\$2.15
7	13.5(a)	Uniforms	\$6.40	\$6.59		\$6.72	\$6.89	\$7.06
8	13.5(a)	Shoes	\$2.14	\$2.20		\$2.25	\$2.30	\$2.36
9	13.5(b)	Stockings	\$3.56	\$3.67		\$3.74	\$3.83	\$3.93
10	13.5(c)	Cardigan or jacket	\$2.07	\$2.13		\$2.17	\$2.23	\$2.28
11	13.5(d)	Socks	\$0.70	\$0.72		\$0.74	\$0.75	\$0.77
12	15.9	Meal on overtime	\$17.87	\$18.41		\$18.77	\$19.24	\$19.72
13	13.4	Laundry allowance (per day)			\$0.66	\$0.67	\$0.69	\$0.71
14	13.4	Laundry allowance (per week)			\$3.00	\$3.06	\$3.14	\$3.21

Qualification Allowance	\$ per week		1-Jul-21
	FFPPOA Date of operation Agreement	Date of	
RN or Clinical Nurse Specialist or Nursing Unit Mgr			2.50%
Post-registration Certificate	\$44.90		\$46.02
Post-registration Diploma or Degree	\$68.25		\$69.96
Post-registration Masters or Doctorate	\$82.83		\$84.90
Enrolled Nurse			
Certificate IV	\$34.06		\$34.91
Advanced Diploma	\$42.32		\$43.38
Clinical Nurse Educator			
Post-registration Diploma or Degree	\$68.25		\$69.96
Post-registration Masters or Doctorate	\$82.83		\$84.90

* FFPPOA on or after date of operation of Agreement

SIGNATORY

I am authorised to sign this Agreement on behalf of East Sydney Day Hospital Pty Ltd

 Dane Braune Director of Clinical Services

SIGNATURE

PRINT NAME

AUTHORITY TO SIGN / TITLE

ADDRESS: 75 Crown Street Woolloomooloo

DATE: 14/12/20

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.:
AG2020/3923

Applicant:

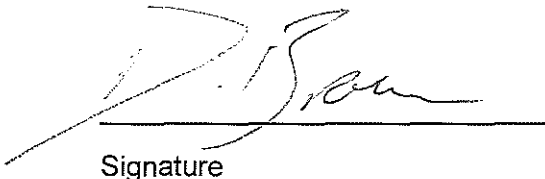
East Sydney Private Hospital Pty Ltd

Section 185 – Application for approval of a single enterprise agreement

Undertaking-Section 190

I, Dane Browne, Director of Clinical Services for East Sydney Day Hospital Pty Ltd give the following undertakings with respect to the *East Sydney Private Hospital Nurses' NSWNMA/ANMF NSW Branch Enterprise Agreement 2020* ("the Agreement"):

1. I have the authority given to me by East Sydney Day Hospital Pty Ltd to provide this undertaking in relation to the application before the Fair Work Commission.
2. The undertaking is that East Sydney Day Hospital Pty Ltd clarifies and confirms that under clause 40.5(ii), any mandatory training that is attended outside of an employee's ordinary hours of work will be paid at the 'appropriate overtime rate of pay'.
3. The undertaking is provided on the basis of issues raised by the Fair Work Commission in the application before the Fair Work Commission.



Signature

21-1-21

Date