



DECISION

Fair Work Act 2009
s.185—Enterprise agreement

Adventist HealthCare Limited T/A Adventist HealthCare Limited
(AG2022/4237)

ADVENTIST HEALTHCARE LIMITED NURSING EMPLOYEES ENTERPRISE AGREEMENT 2022

Health and welfare services

DEPUTY PRESIDENT BOYCE

SYDNEY, 21 OCTOBER 2022

Application for approval of the Adventist HealthCare Limited Nursing Employees Enterprise Agreement 2022

[1] An application has been made for approval of an enterprise agreement to be known as the *Adventist HealthCare Limited Nursing Employees Enterprise Agreement 2022* (**Agreement**). The application was made pursuant to s.185 of the *Fair Work Act 2009* (**Act**). It has been made by Adventist HealthCare Limited (**Employer**). The Agreement is a single enterprise agreement.

Coverage of employee organisation

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

Conclusion

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

[4] I am satisfied the more beneficial entitlements of the NES will prevail where there is an inconsistency between the Agreement and the NES.

[5] The Agreement is approved and, in accordance with s.54 of the Act, will operate from 28 October 2022. The nominal expiry date of the Agreement is 1 January 2025.



DEPUTY PRESIDENT

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Adventist HealthCare

ADVENTIST HEALTHCARE LIMITED

**NURSING EMPLOYEES
ENTERPRISE AGREEMENT**

2022

PART A

1. Arrangement

Cl. No.	Subject Matter	Page Number
1.	Arrangement	2
2.	Title	4
3.	Coverage	4
4.	Duration	4
5.	Definitions	4
6.	Hours of Work and Free Time of Employees	9
7.	Banking of Hours	12
8.	Rosters	12
9.	Salaries	13
10.	Recognition of Service and Experience	13
11.	Special Allowances	14
12.	Penalty Rates for Shift Work and Weekend Work	16
13.	Fares and Expenses	17
14.	Telephone Allowance	17
15.	Uniform and Laundry Allowances	18
16.	Higher Grade Duty	18
17.	Overtime	18
18.	Payment and Particulars of Salaries	20
19.	Part-Time Employment	21
19A.	Fixed-Term Employment	22
20.	Casual Employment	22
21.	Annual Leave and Public Holidays	23
22.	Annual Leave Loading	29
23.	Long Service Leave	29
24.	Compassionate Leave	31
25.	Special Personal/ Carer's Leave	32
26.	Personal/Carer's Leave	32
27.	Parental Leave	35
28.	Community Service Leave / Jury Service Leave	36
29.	Ceremonial Leave	37
30.	Staff Amenities	37
31.	Escort Duty	37
32.	Deputy Directors of Nursing, Assistant Directors of Nursing	37
33.	Domestic Work	37

34. Labour Flexibility	37
35. Termination of Employment	38
36. Transfer of Business	38
37. Attendance at Meetings and Fire Drills	38
38. AHCL Mandatory Skill Assessments	39
39. Resolution of Disputes	40
40. Consultation regarding change	40
41. Superannuation	42
42. Redundancy	44
43. National Employment Standards	46
44. Intentions	46
45. Agreement Flexibility	47
46. Salary Packaging	47
47. Specific Provisions relating to Nurse/Midwifery Unit Managers	48
48. Maintenance of Professional Registration	51
49. Staffing Arrangements	52
50. Nursing And Midwifery Professional Standards	56
51. Family Violence Leave	57
52. Clinical Support	59
53. Flexible working arrangements	59
54. Representative Leave	60
Table 1 –Salaries	61
Table 2 – Other Rates and Allowances	64
Table 3 – Relevant Graduate Certificate, Graduate Diploma, Masters or Doctorate	66

2. Title

This agreement will be known as and referred to as *Adventist HealthCare Limited Nursing Employees Enterprise Agreement 2022* (“the **Agreement**”).

3. Coverage

This Agreement will cover:

- 3.1. Adventist HealthCare Limited (ABN 76 096 452 925) (the **Employer**) of 185 Fox Valley Road, Wahroonga, NSW and
- 3.2. Nursing employees employed in classifications listed in Table 1 –Salaries of Part B, Monetary Rates by Adventist HealthCare Limited.
- 3.3. In accordance with the requirements of the *Fair Work Act 2009*, the NSW Nurses and Midwives Association (**NSWNMA**) and Australian Nursing and Midwifery Federation (**ANMF**) NSW Branch ABN 63 398 164 405 of 50 O’Dea Avenue, Waterloo, Sydney NSW 2017.

4. Duration

This Agreement will commence operation seven days after it is approved by the Fair Work Commission and shall remain in force until 1 January 2025 or thereafter in accordance with the Fair Work Act 2009. The parties commit to commence negotiations for a new Agreement six (6) months prior to the expiry of this Agreement.

5. Definitions

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

- 5.1. “**The Act**” means the *Fair Work Act 2009* (as amended).
- 5.2. “**Industry of Nursing**” means the industry of persons engaged and employed in New South Wales in the profession or occupation of nursing and employed in or in connection with private hospitals.
- 5.3. “**Hospital**” means a private hospital in accordance with the *Private Health Facilities Act 2007*.
- 5.4. “**Board**” means the Nursing and Midwifery Board of Australia.
- 5.5. “**Assistant in Nursing**” means a person, other than a registered nurse, or enrolled nurse, who is employed in nursing/midwifery duties in a hospital.
- 5.6. “**Assistant Director of Nursing**” means a Registered Nurse/Midwife appointed as such in the hospital where the adjusted daily average of occupied beds is not less than 100 and includes a person appointed as the nurse in charge during the evening, night and weekends.
- 5.7. “**Enrolled Nurse**”(previously referred to as “Enrolled Nurse – Medication Endorsement”) means a person enrolled and licensed under the *Health Practitioner Regulation National Law (NSW)*. An Enrolled Nurse is authorised to administer medication.
- 5.8. “**Enrolled Nurse without medication qualification**” (previously referred to as an “Enrolled Nurse”) means a person enrolled by the Board who has not completed a Board approved qualification and has a notation on their registration stating that they are not qualified to undertake medication administration.
- 5.9. “**Enrolled Nurse - Grade 4**” means an Enrolled Nurse authorised to administer medication via all routes and has 12 months’ clinical experience working in a specialty area and who has completed all criteria for the AHCL Professional Recognition Program.

- 5.10. **“Registered Nurse/Midwife”** means a person registered by Australian Health Practitioner Regulation Agency (**AHPRA**) as a Registered Nurse or Registered Midwife (including Direct Entry Midwife).
- 5.11. **“Registered Nurse/Midwife Registered–Grade 4”** means a Registered Nurse/Midwife Registered Nurse/Midwife who has completed all criteria for the AHCL Professional Recognition Program Registered Nurse/Midwife Registered Nurse/Midwife Grades 1-3 and has 12 months clinical experience in the relevant speciality area. They must also choose and achieve three (3) topics of speciality: leadership (team leader or relevant course attendance compulsory in the first year); preceptor (preceptor or relevant course qualification); attendance at unit specific course or conference; quality management project; or frequent involvement in ward in-service.
- 5.12. **“Clinical Nurse/Midwifery Specialist”** means a Registered Nurse/Midwife with:
- (a) relevant post-registration qualifications and 12 months’ experience working in the clinical area of his/her specified post-registration qualification and who satisfies the local criteria, or;
 - (b) a minimum of four years’ post registration experience, including three years’ experience in the relevant specialist field and who satisfies the local criteria.

The local criteria referred to in (a) and (b) is that a Registered Nurse/Midwife must:

- (1) have completed all criteria for the AHCL Professional Recognition Program Registered Nurse/Midwife Grades 1-4;
 - (2) have completed (or in the process of completing) the SAH Preceptor Program or a program recognised by the Employer as equivalent; and
 - (3) be a specialist in their clinical area as well as showing skill in leadership, education, nursing research and teamwork.
 - (4) FTE status (calculated over roster period) within the ward or specialty unit is equal to or greater than 24 hours per week. Only at the discretion of the Employer would a minimum of 16 hours per week be considered. Casual staff are ineligible to apply for CNS/CMS status.
- 5.13. **“Nursing Unit Manager”** means a Registered Nurse/Midwife in charge of a ward or unit or group of wards or units in a hospital shall include:
- (a) **“Nursing Unit Manager Level 1”** whose responsibilities include:
 - (1) Co-ordination of Patient Services
 - Liaison with all health care disciplines for the provision of services to meet patient needs.
 - The orchestration of services to meet patient needs after discharge.
 - Monitoring catering and transport services.
 - (2) Unit Management
 - Implementation of hospital policy.
 - Dissemination of information to all personnel.
 - Ensuring environmental safety.
 - Monitoring the use and maintenance of equipment.
 - Monitoring the supply and use of stock and supplies.
 - Monitoring cleaning services.

(3) Nursing Staff Management

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

(b) **"Nursing 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.

(c) **"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.

5.14. **"Clinical Nurse Educator"** means a Registered Nurse/Midwife 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.

5.15. **"Nurse Educator"** means a Registered Nurse/Midwife 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.

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

5.16. **"Senior Nurse Educator"** means a Registered Nurse/Midwife with a post registration certificate or appropriate qualifications, who has, or is working towards recognised tertiary qualifications in education or equivalent and has demonstrated experience and skills in the field of education appointed to a position of Senior Nurse Educator.

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

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

- 5.17. **"Clinical Nurse Consultant"** means a Registered Nurse/Midwife appointed as such to the position of, who has had at least five years post-basic registration experience and who has in addition approved post-basic nursing qualifications relevant to the field in which they are appointed or such other qualifications or experience deemed appropriate by the Employer.
- 5.18. **"Clinical Nurse/Midwifery Consultant Grade 1"** means: a Registered Nurse/Midwife appointed as such to a position approved by Adventist HealthCare, who has at least 5 years full time equivalent post registration experience and in addition who has approved post registration nursing/midwifery qualifications relevant to the field in which he/she is appointed, or such other qualifications or experience deemed appropriate by the Sydney Adventist Hospital.
- 5.19. **"Clinical Nurse/Midwifery Consultant Grade 2"** means: a Registered Nurse/Midwife appointed as such to a position approved by Adventist HealthCare, who has at least 5 years full time equivalent post registration experience, with at least 3 years full time equivalent experience in the specialty field. In addition the employee must have approved postgraduate nursing/midwifery qualifications relevant to the field in which he/she is appointed or such other qualifications or experience deemed appropriate by Sydney Adventist Hospital. An employer may also require a higher qualification in the specialist-nursing field where such a qualification is considered essential for the performance of the individual position. A consultant at this level will consult across the hospital and in addition shall provide a service to both in and outpatients.
- 5.20. **"Clinical Nurse/Midwifery Consultant Grade 3"** means: a Registered Nurse/Midwife appointed as such to a position approved by Adventist HealthCare, who has at least 7 years full time equivalent post registration experience, with at least 5 years full time equivalent experience in the specialty field. In addition the employee must have approved postgraduate nursing/midwifery qualifications relevant to the field in which he/she is appointed or such other qualifications or experience deemed appropriate by Sydney Adventist Hospital. An employer may also require a higher qualification in the specialist-nursing field where such a qualification is considered essential for the performance of the individual position. A consultant at this level will consult across the group at various sites. This position may supervise other Clinical Nurse consultants of a lower grade.
- 5.21. **"Nurse/Midwife Practitioner"** means a Registered Nurse/Midwife appointed as such to a position approved by the Hospital and who is authorised by the Board under Section 95 of *Health Practitioner Regulation National Law (NSW) No 86A*.
- A Nurse/Midwife Practitioner will have at least three years full time equivalent experience in an advanced practice role and meets the national competency standards for Nurse Practitioners. A Nurse/Midwife Practitioner functions autonomously and operates at a level of nursing that uses extended and expanded skills, experience and knowledge assessment, planning, implementation, diagnosis and evaluation of nursing care.
- 5.22. **"Case Manager"** means a Registered Nurse who is appointed as such to the role and is responsible for the planning of care for a cohort of patients including but not limited to pre-admission, inpatient care and planning for discharge.
- 5.23. **"Prosthetics Coordinator"** means a Registered Nurse who is appointed as such to the role and is responsible for coordination and management of prosthetics and high cost consumables.
- 5.24. **"Day Worker"** means a worker who works their ordinary hours from Monday to Friday inclusive and who commences work on such days at or after 6.00 am and before 10.00 am otherwise than as part of the shift system.
- 5.25. **"Assistant Director of Nursing and Deputy Director of Nursing"** means a person appointed to that position or deemed to hold that position pursuant to Clause 32.
- 5.26. **"Experience"** in relation to an enrolled nurse, or assistant in nursing/ midwifery means experience before and/or after the commencement of this Agreement whether within New South Wales or elsewhere and in the case of an enrolled nurse or assistant in nursing/midwifery who was formerly a student nurse includes experience as such student nurse.

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

- 5.27. **"Service"** for the purpose of Clause 10, Recognition of Service and Experience, means service before or after the commencement of this Agreement in New South Wales or elsewhere as a Registered Nurse/Midwife, provided that all service recognised prior to the commencement of this Agreement shall continue to be recognised.

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

- (a) Associate Diploma in Community Health - College of Nursing, Australia; NSW College of Nursing.
- (b) Associate Diploma in Nursing Administration - College of Nursing, Australia; NSW College of Nursing.
- (c) Associate Diploma in Nursing Education - College of Nursing, Australia; NSW College of Nursing; Newcastle College of Advanced Education.
- (d) Certificate in Ward Management - NSW College of Nursing.

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

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

For the purpose of determining the year of service for part time or casual employment a year of service shall be 1976 hours of employment. Only paid leave shall be counted as service.

- 5.28. **"Shift Worker"** means a worker who is not a day worker as defined. This definition of "Shift Worker" in this Agreement is not a definition of shiftworker for the purposes of the National Employment Standards.
- 5.29. **"the NES"** means the National Employment Standards.
- 5.30. **"Average Occupied Beds"** means calculating the adjusted daily average of occupied beds of a hospital, each newly born baby shall count as one half patient and 700 outpatients per annum shall count as one occupied bed. The average shall be taken for the twelve months ended on the 30 June in each and every year and such average shall relate to the salary of the succeeding year.
- 5.31. **"Workplace Representative"** Workplace Representative means a person(s) nominated by an Employee or Employees to represent them in accordance with the provisions of this Agreement.
- 5.32. **"Ordinary pay"** or **"ordinary rate of pay"** of an Employee means, unless expressed otherwise in the Agreement, the hourly rate of pay (calculated as 1/38th of the applicable rate in Table 1 – Salaries of Part B) payable to an Employee and any applicable over-Agreement payments for ordinary hours of work, as adjusted in accordance with clause 9. It does not include shift or weekend penalties, overtime, allowances, loadings, incentives, bonuses and other ancillary payments of a like nature.
- 5.33. **"Immediate family"** of an Employee means:
- (a) a spouse, de facto partner, child, parent, grandparent, grandchild or sibling of the Employee; or
 - (b) a child, parent, grandparent, grandchild or sibling of a spouse or de facto partner of the Employee.
 - (c) spouse includes a former spouse.
 - (d) de facto partner of an Employee:
 - (1) means a person who, although not legally married to the Employee, lives with the Employee in a relationship as a couple on a genuine domestic basis (whether the Employee and the person are of the same sex or different sexes); and

(2) includes a former de facto partner of the Employee.

5.34. **“Regulations”** means the Fair Work Regulations 2009 (Cth).

5.35. **“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.

5.36. **“Casual Employee”** means a casual employee in accordance with section 15A of the Act.

6. Hours of Work and Free Time of Employees

6.1. 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 and to commence on such days at or after 6.00 am and before 10.00 am.

6.2. 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.

6.3.

(a) the hours of work prescribed in subclauses 6.1 and 6.2 of this Clause shall, where possible, be arranged in such a manner, that in each roster cycle of 28 calendar days each Employee shall not work their ordinary hours or work on more than nineteen days in the cycle.

(b) notwithstanding the provision of paragraph (a) of this 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 or

(d) the 38 hours per week may be arranged in order that an Employee shall not be required to work his/her ordinary hours in more than five days in one week or 10 days in one fortnight.

6.4.

(a) Except where authorised by subclause 6.18 of this Clause, each ordinary shift shall consist of no more than 10 hours with not less than 10 hours' break between each ordinary shift, provided that the minimum break between each ordinary shift (except where authorised by subclause 6.18 of this Clause) may be reduced to no less than eight (8) hours by mutual agreement between the Employer and Employee. Any agreement to reduce the minimum break to no less than eight (8) hours may be ongoing or for a specified period of time.

(b) An Employee shall not work more than 7 consecutive shifts unless the Employee so requests and the Employer agrees.

(c) An Employee shall not work more than two (2) quick shifts in any period of 7 days. A quick shift is an evening shift which is followed by a morning shift.

6.5. The Employer is to decide when Employees take their additional days off duty prescribed by subclause 6.3 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 subclause 6.14 of this Clause.

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

6.7. Where the Employer's decision (in accordance with subclause 6.5 of this Clause) is that an Employee's additional days off be accumulated, no more than 6 days may be accumulated in any one year of employment. Such accumulated additional days off may be taken in conjunction with the Employee's annual leave, an Annual Close Down (in accordance with subclause 21.13) or at another agreed time. In circumstances where the Employee wants to accumulate more than 6 accumulated additional days off, the Employee must apply and the Employer will not

unreasonably decline the request. Such application and approval will be in writing. On termination of employment, an Employee will be paid for any accumulated additional days off at his or her ordinary pay.

6.8. Except for breaks for meals the hours of duty each day shall be continuous.

6.9.

- (a) Each Employee shall be allowed an unpaid break of not less than thirty minutes and not more than sixty minutes for each meal occurring on duty.
- (b) Where practicable, Employees shall not be required to work more than 5 hours without a meal break. Provided that where practicable an Employee engaged to work for 5 hours or less in any one shift may, by agreement with the Employer, elect not to take a meal break as otherwise provided for by this subclause without penalty to the Employer. The term 'where practicable' encompasses regard being paid to such issues as WHS and the service requirements of the Employer.
- (c) All efforts shall be made to ensure Employees are provided a meal break in accordance with clause 6.9(a) and (b) above. In the event an Employee is not relieved of their responsibility in order to take a meal break, the relevant authorised Manager will be notified, and in the circumstances that appropriate arrangements cannot be made to relieve the Employee, the relevant authorised Manager shall approve the Employee to work through their meal break. When a Manager therefore directs an Employee in this situation to work through their meal break, the meal break only will be paid at overtime rates.
- (d) The parties acknowledge the importance of an Employee taking their meal break and therefore, when an Employee is directed by the Employer to take the meal break, they must take the meal break which will be unpaid (unless stated otherwise elsewhere in the Agreement).

6.10. An Employee is entitled to take one 10 minute paid tea break in each four hours worked at a time to be agreed between the Employee and Employer, provided that two separate ten-minute intervals (in addition to meal breaks) shall be allowed to each Employee on duty during each ordinary shift of 8 or more hours as the case may be. Subject to agreement between the Employer and the Employee, such intervals may alternatively be taken as one twenty-minute interval, or by one 10-minute interval with the Employee allowed to proceed off duty 10 minutes before the completion of the normal shift finishing time. Such interval(s) shall count as working time.

6.11.

- (a) subclauses 6.9 and 6.10 of this Clause shall not apply to an Employee who, before going on night duty, is provided with a meal between 9.00 pm and 11.00 pm and who is allowed two intervals of twenty minutes each during the period of night duty but such intervals shall count as working time and shall be paid for as such.
- (b) where an Employee is required to change into a uniform or a specified type of garment at the Employer's premises they shall be allowed ten minutes for such a purpose and such time shall be counted as working time and paid as such.

6.12.

- (a) except as provided for in paragraph (b) an Employee shall not be employed on night duty for a longer period than 8 consecutive weeks. After having served a period of night duty an Employee shall not be required to serve a further period on night duty until they have been off night duty for a period equivalent to the previous period on night duty.
- (b) the provisions of paragraph (a) shall not apply to an Assistant Director of Nursing, a Nursing Unit Manager or a general nurse in charge, as the case may be, who is employed permanently in charge at night nor to an Employee who requests to be employed on night duty and the Employer consents.

- 6.13. An Employee changing from night duty to day duty or from day duty to night duty shall be free from duty during the twenty hours immediately preceding the commencement of the changed day.
- 6.14.
- (a) each Employee shall be free from duty for not less than two full days in each week or four full days in each fortnight or eight full days in each twenty-eight (28) day cycle and no duties shall be performed by the Employee on any of such free days except for overtime. Where practicable, days off shall be consecutive and shall not be preceded by an evening shift or a night shift unless an additional eight hours are granted as sleeping time. An evening shift shall be one which commences at or after 1.00 pm and before 4.00 pm.
 - (b) an Employee, at her or his request, may be given free from duty time in one or more periods but no period shall be less than one full day.
 - (c) for the purpose of this subclause "full day" means from midnight to midnight or midday to midday.
- 6.15.
- (a) Employees may be required to remain on call. Any such time on call shall not be counted as time worked (except insofar as an Employee may take up actual duty in response to a call), but shall be paid for in accordance with Clause 11, Special Allowances, of this Agreement: Provided, however, no Employee shall be required to remain on call whilst on leave or on the day before entering upon leave.
 - (b) no Employee shall be required to remain on call whilst on a 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.
- 6.16. 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 affected Employees and if requested by the Employee any nominated representative which may be a Union representative.
- 6.17. The provisions of paragraphs (a) and (b) of subclause 6.12 and of subclause 6.13 and of paragraph (a) of subclause 6.14 of this Clause, shall not apply if the Employee is required to perform duty to enable the nursing service of the Employer to be carried on or where another Employee is absent from duty on account of illness or in an emergency.
- 6.18. In the circumstances of 12 hour shifts the following shall apply:
- (a) 12 hour ordinary shifts will be rostered by mutual agreement between the Employer and Employee.
 - (b) any Employee who does not wish to work under the 12 hour shift system may work a mutually agreed alternative shift system in the unit affected or may transfer to another mutually agreed position within the facility with no loss of classification and contracted hours.
 - (c) the span of hours must not exceed 12.5 hours.
 - (d) there must be a minimum break of 11.5 hours rostered between each 12 hour shift (or an as otherwise agreed break between the Employer and Employee) noting that there may also be mixed shifts by agreement rostered between each 12 hour shift.
 - (e) The ordinary hours for 12 hour shifts for full time staff will be balanced over a four week period.
 - (f) Employees must be allowed either two 30 minute meal breaks (one of which will be paid at the ordinary pay plus any applicable shift or weekend penalty rates) or one 60 minute meal break (30 minutes of which will be paid at the ordinary pay plus any applicable shift or

weekend penalty rates). In addition to the meal breaks Employees must be allowed either two 10 minute or one 20 minute paid tea break.

7. Banking of Hours

- 7.1. A full time or part time Employee may, by agreement made daily, weekly or fortnightly with their Nurse Unit Manager:
 - (a) work less than their daily, weekly or fortnightly rostered or contracted hours and work those hours at a later date; or
 - (b) work more than their daily, weekly or fortnightly rostered or contracted hours and take time off in lieu of payment, or may set off the additional hours worked against any owing under (a) above.
- 7.2. 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.
- 7.3. 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.
- 7.4. Time debited or credited under these arrangements shall all be at ordinary time, i.e. an hour for an hour.
- 7.5. An Employee may not have more than 76 hours in debit or credit at any point in time.
- 7.6. Employees who have hours in debit must be given first option to work additional hours prior to the use of casual Employees.
- 7.7. 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.
- 7.8. On termination of employment the Employer must pay the Employee for all hours in credit at the ordinary rate of pay and may deduct from termination pay the value of any hours in debit, at the ordinary rate of pay.
- 7.9. Either party shall have the right to terminate an agreement under this Clause with two weeks' notice.

8. Rosters

- 8.1. The ordinary hours of work for each Employee, other than casual Employees, shall be displayed on a roster in a place conveniently accessible to Employees.
- 8.2. The roster shall be displayed where practicable at least two weeks prior, but in any event not less than one week prior, to the commencing date of the first working period in the roster. Provided that in the case of a permanent part-time Employee whose hours are balanced over 4 weeks, the roster shall be displayed where practicable, at least 4 weeks prior to the commencing date of the first working period in the roster but in any event not less than one week prior, to the commencing date of the first working period in the roster.
- 8.3. 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.
- 8.4. Prior to the date of the changed shift, such change of roster shall be notified verbally or in writing or by an appropriate electronic means of communication to the Employee concerned.
- 8.5. An Employee may change their roster at short notice, with the agreement of their Nurse Unit Manager or Director of Nursing for any reasonable ground.

- 8.6. 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.
- 8.7. Where an Employee is entitled to an additional day off duty in accordance with Clause 6, 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.
- 8.8. All rosters shall be retained for at least seven years.

9. Salaries

- 9.1. The minimum salaries per week (for a full-time Employee based on 38 hours per week calculated at the ordinary pay), incorporating the wage increases, are set out in Table 1 –Salaries, of Part B, Monetary Rates. The parties have agreed that the following wage increases will apply:
 - (a) 3% on the first full pay period on or after 1 July 2022
 - (b) 3% on the first full pay period on or after 1 July 2023
 - (c) 3.25% on the first full pay period on or after 1 July 2024
- 9.2. The allowances as set out in Table 2 – Other Rates and Allowances, of Part B Monetary Rates shall be paid where applicable. The current allowances are set out in Column 1 of Table 2 – Other Rates and Allowances. The parties have agreed to the increases as set out in Columns 2 – 4.
- 9.3. Where an Employee receives a rate of pay in excess of the rates set out in Table 1 –Salaries, the Employee will maintain their above Agreement wage and will not be disadvantaged.
- 9.4. An Enrolled Nurse who is endorsed to administer medication and has provided the relevant documentary evidence to the Employer, will be classified and paid as an Enrolled Nurse from the commencement of the first full pay period following the issuing by the Board of their Letter of Endorsement to Administer Medication or Authority to Practice Certificate, Enrolled Nurse including Endorsement to Administer Medication, whichever is issued earlier. Provided that an Enrolled Nurse 1st year shall not progress to Enrolled Nurse 2nd year until completion of twelve months' service at the 1st year rate (or for part time Employees the full time equivalent of 1976 hours), and to the 3rd year rate until completion of twelve months' service at the 2nd year rate (or for part time Employees the full time equivalent of 1976 hours), and so on throughout the scale.
- 9.5. In relation to the salaries of Assistant Director of Nursing, "beds" means adjusted daily average of occupied beds, "beds" means the adjusted daily average of occupied beds in the subsidiary hospital.
- 9.6. The wage increase specified above are inclusive of any wage increases; determination or award of Fair Work Commission or any other authorised tribunal or commission made during the period of this Agreement. Any increase in the Modern Award rates of pay shall be absorbed into the wage rates paid under this Agreement, unless the rate of pay under this Agreement falls below the Modern Award rate that would have otherwise applied to the Employee if the Agreement did not apply, and in such circumstances the rate of pay shall default to the minimum rate prescribed in accordance with the relevant Modern Award rate.

10. Recognition of Service and Experience

- 10.1. 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.
- 10.2. From the time of commencement of employment the nurse has three months in which to provide documentary evidence to their Employer detailing any other 'service' or 'experience', as defined in Clause 5, Definitions, not disclosed at the time of commencement. This evidence, in the absence of other documentary evidence may take the form of a statutory declaration.
- 10.3. Until such time as the nurse furnishes any such documentation contemplated in 10.2 above the Employer shall pay the nurse at the level for which documentary evidence has been provided.

- 10.4. If within three months of commencing employment a nurse does provide documentary evidence of other previous service or experience not disclosed at the time of commencement, the Employer shall pay the nurse at the appropriate rate as and from the date of commencement that would have been paid from that date had the additional evidence been provided at that time.
- 10.5. If a nurse provides documentary evidence of other previous service or experience not disclosed at the time of commencement after the said three months period, the nurse shall be paid a rate appropriate for the previous service or experience then proved but only from the date of providing that evidence to the Employer.
- 10.6. A nurse who is working as a nurse for more than one organisation shall notify each employer under this Agreement within one month of the end of each quarter of their hours of service or experience, as appropriate, worked with those other employers in the last quarter.
- 10.7. A nurse who is entitled to progress to the next year of service or experience (by reason of hours worked with other employers) as and from a particular date must provide documentary evidence of that entitlement within three months of that entitlement arising. If that proof is so provided the nurse shall be paid at the higher rate as and from the particular date. If the documentary evidence is provided outside that three month period the nurse shall be paid at the higher rate only from the date of proof.

11. Special Allowances

11.1. In charge Allowances

- (a) Registered Nurse/Midwife in charge during the day, evening or night of a hospital having a daily average of occupied beds of less than 100 shall be paid, in addition to her or his appropriate salary, whilst so in charge, the sum set out in Item 1 of Table 2 (Part B), per shift.
- (b) a Registered Nurse/Midwife in charge of a shift in a ward or unit during the day, evening or night in the absence of the Nursing Unit Manager shall be paid, in addition to her or his appropriate salary whilst so in charge the sum set out in Item 2 of Table 2 (Part B) per shift. This subclause shall only apply where the Registered Nurse/Midwife is in charge of one or more other nurses in the ward or unit in question.
- (c) A Registered Nurse/Midwife who is designated to be in-charge of a ward or unit when the Nursing Unit Manager is not rostered for duty and who is also designated to be in-charge of a hospital with less than 100 beds during the day, evening or night on the same shift shall be paid an allowance per shift of the sum set out in Item 3 of Table 2 (Part B). This subclause shall only apply where the Registered Nurse/Midwife is in charge of one or more other nurses in the ward or unit in question.
- (d) With the exception of registered nurses who have been appointed as a Clinical Nurse/Midwifery Specialist, this subclause shall not apply to registered nurses holding classified positions of a higher grade than that of registered nurse.

11.2. On-call and recall

- (a) Employees may be required to remain on-call.
- (b) The employee will ensure that they are easily contactable during the hours for which they have been placed on-call and may be required to remain within an agreed access period of the workplace as specified within department policy. For the avoidance of doubt, the terms of the relevant department policy are not incorporated into this Agreement.
- (c) Should an Employee not reside within the prescribed access period the Employer will provide onsite accommodation at no charge to the Employee.
- (d) Where an Employee is required to remain on-call they will be paid an on-call allowance per period of 24 hours or part thereof - see allowances table.
- (e) Where an Employee is required to remain on-call and they are not recalled to work the time spent on-call will not count as hours worked.

- (f) Where an Employee is required to remain on-call and is recalled to the workplace to perform work the overtime provisions will apply. Further, they will be paid for a minimum of 4 hours work at the appropriate overtime rate in addition to the on-call allowance - see allowances table.
- (g) The recall period for which the Employee is paid will commence when the Employee arrived at the workplace.
- (h) An Employee who is required to remain on-call and who is recalled by the Employer to perform work where such work can be managed without the Employee returning to the workplace (e.g. by telephone or remote computer access or other electronic communication) will be paid for a minimum of one hour at the appropriate overtime rate set out in clause 17.4 for such recall work (i.e. one hour plus the applicable overtime penalty):
 - (1) Multiple recall requests made and concluded within the same hour will be compensated within the same one hour's overtime payment. For subsequent recall requests made and concluded beyond the first hour, a further minimum payment of one hour at the appropriate overtime will apply, provided that multiple recall requests made and concluded within a discrete 60-minute period will not attract additional payment.
 - (2) The arrangements set out in subclause 17.11 regarding time off in lieu of payment of overtime will apply. For the avoidance of doubt, subclause 17.5 does not apply to recall work performed away from the workplace.
- (i) Employees will not be required to remain on-call whilst on leave (paid or unpaid) or on the day before their leave period begins.
- (j) The Employer will endeavour not to require an Employee to remain on-call on an accrued day off (ADO) or on the day before an ADO. Where it is necessary to ensure continuity of services, the Employee shall be paid a relevant on-call allowance – see allowance table.
- (k) Where an Employee is required to remain on-call during a meal break they will be paid an on-call allowance – see allowance table.
- (l) An Employee recalled to work will be provided with transport to and from their home or refunded the cost of the transport.
- (m) Where an Employee has completed one period of work on-call and returns home and then is recalled in to the workplace again during the same 24 hour period of on-call then the second and subsequent periods of recall work time will be added to the first period of recall work when calculating overtime payments.

11.3. Lead apron allowance

An Employee required to wear a lead apron shall be paid an allowance of the sum set out in Item 10 of Table 2 (Part B) for each hour or part thereof that they are required to wear the said apron.

11.4. Continuing education allowance

- (a) An Employee employed in the classification of Registered Nurse/Midwife years 1- 8, Registered Nurse Grade 4, Clinical Nurse Specialist, Clinical Nurse Educator, Nurse Educator, Nurse Practitioner and CNC who holds a continuing education qualification (grad cert, grad diploma, masters or doctorate - refer to Table 3 – Relevant Graduate Certificate, Graduate Diploma, Masters or Doctorate) in addition to the qualification leading to registration shall be paid a continuing education allowance, subject to the following conditions set out below:
- (b) The allowance is only payable where the qualification is accepted by the Employer to be directly relevant to the competency and skills used by the nurse/midwife in the duties of the position.
- (c) An Employee holding more than one relevant qualification is only entitled to one allowance, being the allowance of the highest monetary value.

- (d) The Employee claiming entitlement to a qualification must provide evidence to the Employer (e.g., letter or transcript from university denoting the Employee's clinical practice specialty) that they hold that qualification. Payment of such allowance shall be payable on the first full pay period on or after the date evidence of such qualification is provided by the Employee to the Employer.
- (e) Subject to the provisions in paragraphs (a)-(d) of this subclause, an Employee who holds a graduate certificate or graduate diploma as recognised by the Employer and relevant to the Employee's current role shall be paid an allowance as set in out in Table 2 – Other Rates and Allowances (Part B).
- (f) Subject to the provisions in paragraphs (a)-(d) of this subclause, an Employee who holds a masters or doctorate as recognised by the Employer and relevant to the Employee's current role shall be paid an allowance as set in out in Table 2 – Other Rates and Allowances (Part B).
- (g) The course of study must be assessed by the Employer as being of equivalent standard to a post graduate certificate. If the qualification was received prior to January 1990 the Employee will also need to produce evidence to support qualification is to the equivalent standard to a post graduate certificate
- (h) Allowances are not to be included in the Employee's ordinary rate of pay. The allowance is not payable during periods of paid leave taken by the Employee but they will be paid on ADO's.
- (i) Part- time Employees will be entitled to be paid the qualification allowance on a pro-rata basis.
- (j) From the first full pay period commencing on or after the date on which the Agreement comes into operation and subject to the provisions in paragraphs (a)-(d) and (g) of this subclause, casual Employees will be entitled to be paid the qualification allowance, calculated on a pro-rata basis by reference to ordinary hours worked.
- (k) From the date of operation of this Agreement and subject to the provisions in paragraphs (a)-(d) and (g) of this subclause, a Registered Nurse who holds additional qualifications to practice as a Midwife will be entitled to be paid the qualification allowance.

12. Penalty Rates for Shift Work and Weekend Work

- 12.1. Employees working afternoon or night shift shall be paid the following percentages in addition to the ordinary rate of pay (as defined in clause 5) for such shift: Provided that Employees who work less than 38 hours per week shall only be entitled to the additional rates where their shifts commence prior to 6.00 am or finish subsequent to 6.00 pm.
- (a) Afternoon shift commencing at 10am and before 1pm – 10%
 - (b) Afternoon shift commencing at 1.00 pm and before 4.00 pm - 12.5%
 - (c) Night shift commencing at 4.00 pm and before 6.00am– 20%
- 12.2. For clarity, the casual loading (calculated on the ordinary rate of pay) set out at clause 20 of the Agreement will be payable to casual Employees in addition to the shift penalties set out above, where applicable.
- 12.3. For the purposes of this clause day, afternoon and night shifts shall be defined as follows:
- (a) **"Day Shift"** means a shift which commences at or after 6.00 am and before 10.00 am.
 - (b) **"Afternoon shift"** means a shift which commences at or after 10.00 am and before 4.00 pm.
 - (c) **"Night Shift"** means a shift which commences at or after 4.00 pm and before 6.00 am on the day following.

- 12.4. Employees whose ordinary working hours include work on a Saturday and/or Sunday shall be paid for ordinary hours worked between midnight on Friday and midnight on Saturday at the rate of time and one half the ordinary rate of pay and for ordinary hours worked between midnight on Saturday and midnight on Sunday at the rate of time and three quarters the ordinary rate of pay. These extra rates shall be in substitution for and not cumulative upon the shift penalties prescribed in the subclause 12.1 of this Clause.

The foregoing paragraph shall apply to casual Employees, but such Employees shall not be entitled to be paid in addition any casual loading prescribed by Clause 20. Casual Employment, of this Agreement in respect of their employment between midnight on Friday and midnight on Sunday. Provided further that payment for ordinary hours worked by a casual Assistant in Nursing between midnight on Friday and midnight on Saturday will be at the rate of time and 69.5% of the ordinary pay, and ordinary hours worked between midnight on Saturday and midnight on Sunday will be paid at the rate of time and 97.5% of the ordinary pay.

- 12.5. The additional payments prescribed by this Clause shall not form part of the Employee's ordinary pay for the purposes of this Agreement, except as provided in Clause 21, Annual Leave and Public Holidays, of this Agreement.

12.6.

- (a) this subclause shall only apply to nurses who work an entire ordinary time shift in a discrete designated day procedure ward or unit which routinely functions between the hours of 7.00 am and 6.00 pm.
- (b) this subclause shall not apply to any nurse whose employment commenced prior to 15 December 1994 and who has been employed on a continuous basis since that date.
- (c) a nurse to whom this subclause applies shall not be entitled to an additional penalty rate payment for ordinary time worked prior to 6.00 pm on any week day.
- (d) a nurse to whom this subclause applies shall be paid, in addition to their ordinary rate, a penalty payment at the rate of 15% for all ordinary time worked after 6.00 pm on any week day.

13. Fares and Expenses

- 13.1. An Employee required to travel in the performance of duty shall be paid all reasonable out of pocket expenses (including fares or motor vehicle expenses where the Employee utilises their own vehicle). This shall include occasions where due to operational requirements an Employee is directed to perform their ordinary rostered shift at a place of work of the Employer, other than their usual place of work, and as such incurs relevant travel expenses from their original place of work to the alternate place of work and return journey. Further, in these situations where there is an onsite parking charge incurred for an Employee that parking charge will be reimbursed.
- 13.2. An Employee who is engaged for an indefinite period and who remains in the employment for at least six months shall be reimbursed forward fares from the place of engagement; provided that the distance of normal travel there from to the employment exceeds 40 kilometres.
- 13.3. An Employee who is engaged for a definite period and who completed the period of engagement or who is dismissed before completing such period for any reason other than misconduct or inefficiency shall be reimbursed also return fares to such place of engagement or to the Employee's immediate destination, whichever is the cheaper.
- 13.4. Fares within the meaning of this Clause shall include only fares incurred in respect to travel within New South Wales.
- 13.5. An Employee who claims reimbursement of fares, pursuant to this Clause, shall furnish to the Employer, if so required, satisfactory proof that they have not received from another employer reimbursement in respect of those fares.
- 13.6. An Employee required and authorised by the Employer to use their own motor vehicle in the course of their duties will be paid in accordance with the ATO mileage rates for such travel.

14. Telephone Allowance

- 14.1. If an Employee is required, for the purpose of their employment, to be on call on a regular basis or where an Employee is required by the Employer to be contactable by telephone the Employer shall provide the Employee with a mobile phone for the duration of such requirements.
- 14.2. Where the Employer does not provide the Employee with such a mobile phone, the Employee will be paid the sum set out in Item 9 of Table 2 – Other Rates and Allowances (Part B) for each period of 4-weeks (or part thereof) that they are required to be contactable.

15. Uniform and Laundry Allowances

- 15.1. Sufficient, suitable and serviceable uniforms, which shall be of a recognised acceptable standard for the performance of nursing duties, shall be supplied free of cost to each Employee required to wear a uniform.
- 15.2. An Employee, to whom a new uniform or part of a uniform has been issued who, without good reason, fails to return the corresponding article last supplied shall not be entitled to have such article replaced without payment therefore at a reasonable price.
- 15.3. In accordance with 15.1:
 - (a) in lieu of supplying uniforms and shoes to an Employee, an Employer shall pay the said Employee the sum set out in Item 12 of Table 2 (Part B), for uniforms and the sum set out in Item 13 of Table 2 (Part B) 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 15 of Table 2 (Part B) 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 14 of Table 2 (Part B) per week.
 - (d) where the Employer requires any Employee to wear headwear, the hospital shall provide headwear free of charge to the employee.
 - (e) in lieu of supplying socks to an Employee the Employer shall pay the said Employee the sum set out in Item 16 of Table 2 (Part B) per week.
 - (f) the allowances referred to in subclause 15.2 are also payable during any period of paid leave.
- 15.4. An allowance of the sum set out in Item 17 of Table 2 (Part B) shall be paid to each Employee to cover the cost of laundering all or part of their uniform, provided that payment of such an allowance shall not be made to any Employee on absences exceeding one week.
- 15.5. The above allowances are not payable in the circumstances where the Employer does not require Employees to wear a uniform.

16. Higher Grade Duty

- 16.1. 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.
- 16.2. The provisions of subclause 16.1 shall not apply where the Employee being relieved is absent from duty for a period of four consecutive working days or less which have been rostered in advance, except where the duties of the higher position involve being in charge of the facility during the period in question.

17. Overtime

- 17.1. Subject to subclause 17.2 an Employer may require an Employee to work reasonable paid overtime.
- 17.2. 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.
- 17.3. For the purposes of subclause 17.2 what is unreasonable or otherwise will be determined having regard to:
 - (a) the risk to the Employee's health and safety;

- (b) the Employee's personal circumstances including any family and carer responsibilities;
- (c) the needs of the facility;
- (d) the notice (if any) given by the Employer of the overtime and by the Employee of his or her intention to refuse it; and
- (e) any other relevant matter, including those matters set out in section 62(3) of the Act.

17.4.

- (a) All time approved by the Employer and worked by full-time Employees other than the Director of Nursing in excess of the rostered daily ordinary hours shall be overtime and shall be paid for as follows, calculated on the ordinary rate of pay:
 - (1) Monday to Saturday (inclusive)—time and a half for the first two hours and double time thereafter, provided that all time worked in excess of 12 rostered ordinary hours on any day or shift is to be paid at time and a half for the first hour and double time thereafter;
 - (2) Sunday—double time; and
 - (3) Public holidays—double time and a half.

(b) Part-time Employees

- (1) All time approved by the Employer and worked by permanent part time employees, in excess of the rostered daily ordinary hours of work prescribed for the majority of full-time employees employed on that shift in the ward or section concerned, or in excess of 152 hours per four week period, will be overtime and shall be paid for at the rate of time and one half the ordinary rate of pay for the first two hours and double time the ordinary rate of pay thereafter except that on Sundays such overtime shall be paid for at the rate of double time the ordinary rate of pay and on public holidays at the rate of double time and one half the ordinary rate of pay.
- (2) 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

All time approved by the Employer and worked by casual Employees in excess of 10 hours in a day, or 76 hours per fortnight, will be overtime and paid for at the rate of time and one half the ordinary rate of pay for the first two hours and double time the ordinary rate of pay thereafter, provided that overtime worked on Sundays shall be paid for at the rate of double time the ordinary rate of pay and on public holidays at the rate of double time and one half the ordinary rate of pay. In the case of a casual Assistant in Nursing, where such approved overtime is worked on a Saturday it will be paid at the rate of time and 69.5% of the ordinary rate of pay for the first two hours and double time the ordinary rate of pay thereafter, and on Sundays approved overtime will be paid at 225% of the ordinary rate of pay. Such payment is in lieu of payment of the casual loading.

- (d) Overtime rates under this clause will be in substitution for and not cumulative upon the shift and weekend penalties prescribed in clause 12 of this Agreement. For the purposes of accruing or calculating payment of overtime, each period of overtime shall stand alone

Overtime (Recall)

- 17.5. An Employee recalled to work overtime after leaving the Employer's premises shall be paid for a minimum of four hours work at the appropriate rate for each time so recalled. If the work required is completed in less than four hours, the Employee shall be released from duty.

Rest Break and Meals during Overtime

- 17.6. An Employee required to work overtime following on the completion of their normal shift for more than two hours shall be allowed twenty minutes for the partaking of a meal and a further twenty

minutes after each subsequent four hours overtime. All such time shall be counted as time worked; provided that benefits of this subclause shall not apply to permanent part time Employees, until the expiration of the normal shift for a majority of the full-time Employees employed on that shift in the ward or section concerned.

- 17.7. An Employee recalled to work overtime after leaving the Employer's premises and who is required to work for more than four hours shall be allowed twenty minutes for the partaking of a meal and a further twenty minutes after each subsequent four hours' overtime; all such time shall be counted as time worked.
- 17.8. The meals referred to in subclauses 17.6 and 17.7 of this Clause shall be allowed to the Employee free of charge. Where the hospital is unable to provide such meals or provide access to such meals in the form of a meal voucher, an allowance per meal of the sum set out in Item 11 of Table 2 (Part B), shall be paid to the Employee concerned. Employees must not be required to work during overtime meal breaks as a matter of routine practice unless mutually agreed at a local level. If an Employee is recalled or directed by the Employer to remain on duty during overtime meal breaks she/he shall be paid an additional twenty minutes at overtime rates without working for such period.
- 17.9. Where an Employee is required to work an overtime shift on his or her rostered day off, the appropriate meal breaks for that shift, as prescribed by Clause 6, Hours of Work and Free Time of Employees shall apply.
- 17.10. An Employee who works so much overtime:
 - (a) Where reasonably practicable, Employees working overtime will have a minimum of 10 hours consecutive hours off duty between the completion of overtime and the commencement of their next shift.
 - (b) Where the Employee has not had at least 10 consecutive hours off duty between the completion of overtime and the commencement of their shift, they will be released from duty until they have had 10 consecutive hours off duty without loss of pay for ordinary working hours.
 - (c) An Employee can only resume duty with less than 10 consecutive hours off duty with the permission of the Employer. Where this occurs the Employee is entitled to be paid at 200% of the ordinary rate of pay until released from that period of duty. The Employee will then have a minimum of 10 consecutive hours off duty without loss of pay for ordinary working hours.
- 17.11. 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) An Employee may elect to take time off with pay in lieu of overtime. This time off will be equal in hours to the hours worked plus the appropriate overtime penalties. It must be taken within four (4) months of it being accrued at a mutually agreed time.
 - (b) Where it is not possible for a nurse to take the time off in lieu of overtime within the four month period, or the Employee has accrued untaken time off in lieu at the time of the termination of the Employee's employment, or at the request of the Employee at any time, it is to be paid out at the appropriate overtime rate based on the rates of pay applying at the time payment is made.
 - (c) Nurses cannot be compelled to take time off in lieu of overtime.
 - (d) Records of all time off in lieu of overtime owing to nurses and taken by nurses must be maintained by the Employer.

18. Payment and Particulars of Salaries

- 18.1. Payment of wages and salaries will be by electronic funds transfer into one or more accounts nominated by the Employee at any bank, financial institution, building society or credit union.

- 18.2. Payment will be made fortnightly and the Employee will be provided with an electronic pay advice or pay advice slip on the pay day which contains the details and breakdown of total pay received and any deductions for tax or other reasons.
- 18.3. The Employer will ensure that salaries are transferred to the Employee's nominated financial institution to ensure wages are available for withdrawal by Employee not later that payday.
- 18.4. If a public holiday falls on a normal payroll processing day, the Employer shall make payment on the working day proceeding the public holiday.
- 18.5. Where the wages are not available to the Employee by such time, due to circumstances beyond AHCL's control, AHCL shall not be held accountable for such delay.
- 18.6. Notwithstanding the provisions of Sub Clause 18.2, an Employee who has been given notice of termination of employment in accordance with Clause 40– Consultation Regarding Change and Clause 35 Termination of Employment, shall be paid all monies due to him/her prior to ceasing duty on the last day of employment. Where an Employee is dismissed or his/her services are terminated without due notice, in accordance with the said Clause 35 any monies due to the Employee shall be paid as soon as possible after such dismissal or termination but, in any case, not more than three days thereafter.

19. Part-Time Employment

- 19.1.
 - (a) A permanent part-time Employee is one who is permanently appointed by the hospital to work a specified number of hours which are less than those prescribed for a full-time employee.
 - (b) Before commencing part-time employment, the Employer and part-time Employee will agree in writing on the guaranteed minimum number of hours to be worked, balanced over four weeks. The terms of the agreement may be varied by agreement and recorded in writing
 - (c) By agreement between Employer and Employee, the specified number of hours may be balanced over a week, a fortnight or four weeks.
 - (d) An Employee whose hours are averaged over four (4) weeks shall be paid each week or fortnight according to the Employee's average weekly or fortnightly hours as is appropriate.
 - (e) 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 (4) weeks, not working in any one week in accordance with paragraph (c).
- 19.2. Permanent part time Employees shall be paid an hourly rate calculated on the basis of one thirty-eighth of the appropriate rate prescribed by Clause 9 Salaries, of this Agreement, with a minimum payment of 4 hours for each start. Where applicable, a part-time Employee shall be paid one thirty-eighth of the appropriate allowance or allowances prescribed by Clause 11, Special Allowances, of this Agreement, and one thirty-eighth of the appropriate allowances prescribed by Clause 15, Uniform and Laundry Allowances of this Agreement, but shall not be entitled to an additional day off or part thereof, as prescribed by subclauses 6.3 and 6.5 of Clause 6, Hours of Work and Free Time of Employees.
- 19.3. Employees engaged under this Clause shall be entitled to all other benefits of this Agreement not otherwise expressly provided for herein in the same proportion as their ordinary hours of work bear to full-time hours.
- 19.4. Annual Part-Time Review of Hours
 - (a) At the request of a part-time Employee, the hours worked by the Employee will be reviewed annually.
 - (b) Where the Employee is regularly working more than their specified contracted hours, then it may be agreed that such contracted hours will be adjusted by the Employer, to reflect the hours regularly worked. The agreement of AHCL will not be unreasonably withheld.

- (c) The hours worked in the following circumstances will not be incorporated in the adjustment:
 - (1) if the increase in hours is as a direct result of an Employee being absent on leave, such as for example, annual leave, long service leave, parental leave, workers compensation; and
 - (2) if the increase in hours is due to a temporary increase in hours only due, for example, to the specific needs of a patient.
- (d) any adjusted contracted hours resulting from the review identified in this subclause should, however, be such as to reflect roster cycles and shift configurations utilised in the workplace.

19A. Fixed-Term Employment

- (a) It is the Employer's preference and intention that permanent ongoing employment be the primary form of employment at Adventist Healthcare. Fixed-term employment will not be used to replace or in place of permanent ongoing nursing or midwifery positions.
- (b) Fixed-term Employees will be engaged on terms in accordance with this clause.
- (c) Fixed-term employment is employment for a specified term for which the instrument of appointment (employment contract) will specify the starting and finishing date.
- (d) The employer may engage fixed-term employees:
 - (1) to replace an employee for a definable period during which the Employee is on a period of parental leave which may be up to two years; or
 - (2) for a position in the Graduate Program of up to one year; or
 - (3) for a clearly defined task, project or role that is provided for from funds external to Adventist Healthcare and its related entities, such as a grant or bequest.
- (e) The Employer will provide a fixed-term Employee with 3 months' written notice of its intention to offer, or not to offer, further employment on the expiry of the contract.

20. Casual Employment

20.1. A casual Employee is one engaged as such (as defined).

A casual Employee shall be paid, for ordinary hours worked Monday to Friday (inclusive), an hourly rate calculated on the basis of one thirty-eighth of the appropriate rate, prescribed by Clause 9, Salaries, of this Agreement, plus a casual loading of 25%, with a minimum payment of four (4) hours for each start. Where applicable, a casual Employee will be paid one thirty-eighth of the appropriate allowance or allowances prescribed by Clause 11, Special Allowances, of this Agreement, and where applicable one thirty-eighth of the appropriate allowances prescribed by Clause 15, Uniform and Laundry Allowances, of this Agreement.

20.2. With respect to a casual Employee the provisions of Clause 32, Deputy Directors of Nursing, Assistant Directors of Nursing; Clause 6, Hours of Work and Free Time of Directors of Nursing; Clause 8, Rosters; Clause 21, Annual Leave and Public Holidays, and Clause 26, Personal/Carer's Leave (except unpaid carer's leave as provided by subclause 26.5) of this Agreement, shall not apply. Further, casual Employees shall not be entitled to an additional day off or part thereof as prescribed by subclauses 6.3 and 6.5 of Clause 6, Hours of Work and Free Time of Employees.

20.3. In accordance with the NES, casual Employees have no entitlement to paid annual leave and paid personal/carers' leave.

- 20.4. A casual Employee who is required to and does work on a public holiday as defined in subclauses 21.3 and 21.4 of Clause 21, Annual Leave and Public Holidays, shall be paid for the time actually worked at the rate of double time and one-half the ordinary rate of pay, such payment being in lieu of the casual loading and of any weekend or shift penalties which would otherwise be payable had the day not been a public holiday.
- 20.5. For the entitlement to payment in respect of long service leave, see the *Long Service Leave Act 1955*.
- 20.6. Casual Conversion
- (a) A casual Employee may have a pathway to permanent employment in accordance with this clause and the NES.
 - (b) Unless, in accordance with the NES, there are reasonable grounds for the Employer not to make the offer, the Employer must make an offer to a casual Employee under this subclause if:
 - (1) the Employee has been employed by the Employer for a period of 12 months beginning the day the employment started; and
 - (2) during at least the last 6 months of that period, the Employee has worked a regular pattern of hours on an ongoing basis which, without significant adjustment, the Employee could continue to work as a full-time Employee or a part-time Employee (as the case may be).
 - (c) A casual Employee who, for a period of at least six (6) months, has worked a regular pattern of hours on an ongoing basis which, without significant adjustment, they could continue to work as a full-time or a part-time Employee (as the case may be), is also able to request their Employer convert their employment to full time or part time (permanent).
 - (d) Any dispute over the application of the NES casual conversion provisions may be dealt with in accordance with Clause 39, Resolution of Disputes in this Agreement.
 - (e) The further details of casual conversion will be in accordance with the NES.
- 20.7. A casual Employee is exempt from the notice and redundancy entitlements specified in Clause 42 Redundancy.

21. Annual Leave and Public Holidays

- 21.1. Annual leave will accrue progressively in accordance with the provisions of the NES.
- (a) Full Time Employees required to work on a seven (7) day basis – will accrue six (6) weeks annual leave per annum. This entitlement includes the additional week of annual leave provided for under the NES for shiftworkers (as defined at subclause 21.1(a)(1)).
 - (1) For the purposes of the NES and this clause, a shiftworker is defined as an Employee who is regularly rostered to work over seven days of the week; and regularly works on weekends.
 - (b) All other full-time and part-time Employees – will accrue four (4) weeks annual leave per annum.
- 21.2.
- (a) An Employee to whom paragraph (a) of subclause 21.1 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 penalty for shift work or weekend work which would otherwise be payable had the day not been a public holiday.
 - (b) To leave prescribed by paragraph (a) of subclause 21.1 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 named public holidays prescribed by subclause 21.3 of this Clause, or a special

day proclaimed in lieu of any of them) which may occur during the accrual period for annual leave or during the period of annual leave.

- (c) Employees covered by subclause 21.1(b) will be paid the following for a public holiday occurring on an ordinary working day:
- (1) Where the Employee does not work on the public holiday, the Employee will be paid at their ordinary rate for their ordinary hours of work on that day.
 - (2) Where the Employee is required to and does work on the public holiday, the Employee will have one day or one half day, as appropriate, added to their annual leave and be paid at the rate of time and one half of their ordinary rate of pay for the time actually worked.
 - (3) Where the Employee elects, and the Employer agrees, instead of adding to their annual leave as set out in subclause (2), the Employee will be paid for the time actually worked at the rate of double time and one half of their ordinary rate of pay. Such election will be made on the commencement of employment and then on the anniversary date each year, and may be altered during the year only by agreement with the Employer. Where payment is made in accordance with this subclause, payment shall be made for a minimum of four (4) hours' work, and any balance of ordinary hours on the day or shift not worked shall be paid at the ordinary rate of pay.
 - (4) The payment set out in subclauses (2) and (3) is in lieu of any additional penalty for shift work or weekend work which would otherwise be payable had the day not been a public holiday.
- (d) Where a public holiday falls on a rostered day off of a full-time shift worker as defined in Clause 5 Definitions, of this Agreement, and who is engaged to work ordinary shifts 5 days per week and who receives four (4) weeks annual leave in accordance with paragraph (b) of subclause 21.1 of this Clause, such shift worker shall be paid one day's pay in addition to the weekly rate or if the Employee so elects shall have one day added to the period of annual leave.
- (e) To the leave prescribed by paragraph (b) of subclause 21.1 there shall be added one working day for each public holiday or one half working day for each half public holiday which occurs on what would have been an ordinary working day during a period of annual leave; provided that in the case of a shift worker referred to in paragraph (d) of this subclause the provision of this paragraph shall apply to any public holidays falling during the period of annual leave.

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

21.4.

- (a) in addition to those public holidays prescribed in subclause 21.3 of this Clause, Employees are entitled to an extra public holiday each year. Such public holiday will occur:
- (1) on the August Bank Holiday; or
 - (2) on a date which is agreed upon by the respective Employees and if nominated by the Employee, the Employee's nominated representative which may be a union representative, and approved by the Employer;
 - (3) if determined by the Employer, as an additional public holiday between Christmas Day and the seventh day of January in the following calendar year; provided that such day is placed between Monday to Friday (inclusive) which is not gazetted as a public holiday;

- (4) an Employee may substitute the August Bank Holiday with a nominated religious or significant holiday upon approval from the Employer. Where the gazetted holiday is nominated to be a substituted public holiday and the Employee is rostered to work and does work on the nominated substitute public holiday they will be paid at double time and one half.
- (b) Where the Employee is not rostered to, nor required to work, on the substituted public holiday the Employee will be paid at ordinary time.
- (c) Applications for the August Bank Holiday or the substituted public holiday shall be made to Human Resources in writing by 31 March of each year.
- (d) The foregoing does not apply in areas where in each year:
 - (1) a day in addition to the named public holidays specified in subclause 21.3 is proclaimed and observed as a public holiday; or
 - (2) two half days in addition to the named public holidays specified in subclause 21.3 are proclaimed and observed as half public holidays.
- (e) In areas where in each year only one half day in addition to the named public holidays specified in subclause 21.3 is proclaimed and observed as a half public holiday for the purposes of this Agreement the whole day is to regarded and observed as a public holiday and no additional public holiday which would otherwise apply as a result of this subclause will be observed.

21.5.

- (a) Taking of Annual Leave – An Employee is entitled to take an amount of annual leave during a particular period if:
 - (1) at least that amount of annual leave is credited to the Employee; and
 - (2) the Employer has authorised the Employee to take the annual leave during that period.
- (b) An Employee will request annual leave, where practicable at least four weeks, but in any case no less than two (2) weeks prior to the date on which the leave would commence. Such requests shall be in writing.
- (c) Credit of time towards an allocated day off duty shall not accrue when an Employee is absent in accordance with subclause 21.1 of this Clause. Employees entitled to allocated days off duty in accordance with Clause 6, Hours of Work and Free Time of Employees of this Agreement shall accrue credit towards an allocated day off duty in respect of each day those Employees are absent on additional annual leave in accordance with subclauses 21.2(b) and subclause 21.2(c) of the Agreement.

21.6. 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. [Note: Employees can take annual leave in periods of one or more days in each instance of annual leave].

21.7. **Extensive accumulated annual leave**

- (a) Paid annual leave may be taken for a period agreed between an employee and the Employer. The Employer must not unreasonably refuse to agree to a request by the employee to take paid annual leave. Notwithstanding the provisions of this subclause, the Employer may direct an Employee to take a period of annual leave in accordance with subclause 21.13.
 - (1) Clause 21.7(b) sets out how an Employer may direct an Employee who has accrued more than 10 weeks' paid annual leave (or 12 weeks' annual leave in the case of a shiftworker) (an **excessive leave accrual**) to take paid annual leave.
 - (2) Clause 21.7(c) sets out how an Employee who has an excessive leave accrual may require an Employer to grant paid annual leave requested by the Employee.

(b) Excessive leave accruals: direction by Employer that leave be taken

- (1) If an Employer has genuinely tried to reach agreement with an Employee who has an excessive leave accrual on how to reduce or eliminate the excessive leave accrual, including giving the Employee a reasonable opportunity to submit a plan to reduce their total annual leave accrued balance to not more than 6 weeks within a period of 12 months (**leave reduction plan**), 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. The Employer will not unreasonably refuse to agree to an Employee's leave reduction plan which includes saving leave for an extended period of leave within 12 months of the date of agreement to the leave reduction plan. The agreement is to be in writing and signed by both the Employer and Employee.
- (2) However, a direction by the Employer under paragraph (b)(1):
 - (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 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.
- (3) The Employee must take paid annual leave in accordance with a direction under paragraph (b)(1) that is in effect.
- (4) An Employee to whom a direction has been given under paragraph (b)i may request to take a period of paid annual leave as if the direction had not been given.

(c) Excessive leave accruals: request by Employee for leave

- (1) If an Employee who has an excessive leave accrual has genuinely tried to reach agreement with the Employer on how to reduce or eliminate the excessive leave accrual 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.
- (2) However, an Employee may only give a notice to the Employer under paragraph (c)(1) 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 clause 21.7(b) that, when any other paid annual leave arrangements agreed by the employer and employee) are taken into account, would eliminate the Employee's excessive leave accrual.
- (3) A notice given by an Employee under paragraph (c)(1) 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 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.
- (4) An Employee is not entitled to request by a notice under paragraph (c)(1) more than 5 weeks' paid annual leave (or 6 weeks' paid annual leave for a shiftworker) in any period of 12 months.
- (5) The Employer must grant paid annual leave requested by a notice under paragraph (c)(1).

21.8.

- (a) If an Employee takes annual leave during a period, the annual leave shall be paid at the ordinary rate of pay to which she or he is entitled under this Agreement plus any applicable annual leave loading. Where an employee has any period of permanent part-time employment during any 12 month qualifying period for annual leave, payment for such annual leave shall be calculated on the basis of the proportion that the average number of hours worked each week bears to 38 hours. When taking annual leave payment for such leave will be in accordance with the normal pay cycle, excepting where the AHCL agrees to a request by the Employee for such leave to be paid immediately before the period begins.
- (b) An Employee to whom paragraph (a) of subclause 21.1 applies shall be paid during the first twenty eight (28) consecutive days whilst on annual leave her or his ordinary rate of pay plus shift penalties and weekend penalties relating to ordinary time the Employee would have worked if they had not been on annual leave; additional annual leave accrued under subclause 21.11 attracts shift penalties and weekend penalties relating to ordinary time the Employee would have worked if they had not been on annual leave; provided that the provisions of the preceding paragraphs of this subclause shall not apply to public holidays which occur during a period of annual leave or days which have been added to annual leave in accordance with paragraph (b) of subclause 21.2 and subclause 21.4 of this Clause.

21.9. **Cashing out of Annual Leave**

Annual leave credited to an Employee, including additional annual leave in accordance with clause 21.11, may be cashed out, subject to the following conditions:

- (a) the Employee must request in writing to receive payment in lieu of an amount of annual leave on each occasion on which annual leave is cashed out;
- (b) the Employee will retain a balance of at least four (4) weeks annual leave after the cashing out;
- (c) the Employer has agreed to the Employee cashing out the annual leave on each occasion;
- (d) the payment in lieu of the amount of annual leave shall be at a rate that is no less than the Employee's ordinary pay at the time the election is made; and
- (e) the Employee is entitled to payment of any annual leave loading ordinarily payable on that period of annual leave.

21.10. If, when the employment of an Employee ends, the Employee has a period of untaken accrued paid annual leave (including leave accrued under subclause 21.11), the Employer must pay the Employee the amount that would have been payable to the Employee had the Employee taken that period of leave (including any applicable annual leave loading in accordance with clause 22 below). No deductions are to be made for accommodation or board.

21.11.

- (a) in addition to leave prescribed by subclause 21.1 employees who work their ordinary hours on Sundays and/or Public Holidays are entitled to receive additional annual leave as follows:

Number of ordinary shifts worked on Sundays and/or Public Holidays during a 12 month qualifying period of employment for annual leave purposes	Additional Annual Leave
4 – 10	1 Day
11 – 17	2 Days
18 – 24	3 Days
25 – 31	4 Days
32 or more	5 Days

- (b) Provided that, in the case of a part-time Employee, such Employee shall be entitled to additional annual leave in accordance with:
- (1) subclause 21.11(a) above; or
 - (2) the definition of a shiftworker (for the purposes of the additional one week of annual leave provided by the NES), specifically where the part-time Employee is regularly rostered over 7 days of the week and regularly works on weekends, whichever gives rise to the greater entitlement for the part-time Employee.

21.12. 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.

21.13. Annual Close Down Provision

- (a) The Employer may temporarily close down a part, or a whole of the hospital not more than once every twelve months. The maximum length of such a close down shall not exceed three weeks. In the event of invoking such a close down, the Employer must give at least two (2) months' notice of the date of the close down and in the case of an Employee who commences employment within the two months of the close down period, notice must be given on the day the Employee commences employment.
- (b) Where an Employee has an entitlement to annual leave in excess of the close down period, he/she must be given and must take part of his/her annual leave for a period of not less than the closedown period.
- (c) Where the Employee has an entitlement to annual leave which is less than the period of the close down, he/she must be given and take the whole of their current annual leave entitlement. In addition such an Employee will have to choose one the following four options to cover the difference between their current annual leave entitlement and the length of the closedown:
- (1) temporary reassignment to another part of the Hospital; or
 - (2) access any accrued Additional Days Off (ADO's); or
 - (3) take leave without pay.

By mutual agreement between the Employer and Employee, more than one of the options available under this subclause (c) may be used to cover the difference between an Employee's current annual leave entitlement and the length of the closedown.

- (d) If the Employee fails to elect any of the options outlined in subclause 21.13(c), the employer may stand down the employee, where the provisions of subsection 524 (1)(c) of the Act are met.

- (e) Notwithstanding the provisions at Clause 21.7(a) and 21.7(b), the provisions set out for the Annual Close Down Provision will apply.

21.14. Purchased Leave

- (a) A full-time or part-time Employee may apply to purchase an additional two weeks paid leave. Purchased leave is where Employees have planned absences of up to two weeks leave which is funded by salary deductions spread evenly over the year over which it is purchased.
- (b) Approval is subject to mutual agreement of the Employee and Employer and is subject to operational needs. Approval will be in writing and can be for a total of two weeks' additional paid leave and the payment of a loading of 17.5% on that leave in which there will be a proportionate reduction in the Employee's ordinary rate of pay spread evenly over the year to fund the purchased leave and the payment of the 17.5% loading.
- (c) Due to the reduction in the hourly rate of pay as specified in subclause 21.14(b) the Employee shall take all leave accrued under the purchased leave arrangements within the 12 months over which it is purchased, unless approval for alternate arrangements is obtained from the Employer.
- (d) Employees may not alter such election as specified in the above sub clauses during the year except with the agreement of the Employer. Where the Employee ceases to receive additional leave, the Employee will revert back to the normal ordinary rate of pay that would have applied had the Employee not purchased the leave.
- (e) Where an Employee leaves the Employer during a year in which purchased leave has been approved, final payment will be adjusted to take account of deductions not yet made and leave not taken.

22. Annual Leave Loading

- 22.1. Annual leave loading is payable in addition to the pay for the period of annual leave given and taken due to the Employee under subclauses 21.1(b) and 21.2(c) of this Agreement.
- 22.2. The loading is to be calculated in relation to any period of annual leave to which the Employee becomes or has become entitled since 31 December 1973 and which commences on or after 11 July 1974 or, where such annual leave is given and taken in separate periods, then in relation to each such separate period.
- 22.3. The loading is the amount payable for the ordinary hours that would have been worked in the period or the separate periods of paid annual leave, as the case may be, at the rate of 17½% of the appropriate ordinary rate of pay prescribed by this Agreement for the classification in which the Employee was employed immediately before commencing by the employee's annual leave.
- 22.4. Annual Leave Loading is payable to an Employee who takes annual leave either wholly or partly in advance
- 22.5. No loading is payable on the additional annual leave as set out in Clause 21.11 of this Agreement.
- 22.6. This Clause extends to an Employee who is given and takes annual leave and who would have worked as a shift worker if the Employee had not been on annual leave; provided that, if the amount to which the Employee would have been entitled by way of shift work and weekend penalty rates to the ordinary time (not including time on a public or special holiday) which the Employee would have worked during the period of the holiday exceeds the loading calculated in accordance with this clause, then that amount shall be paid to the Employee in lieu of the loading.

23. Long Service Leave

- 23.1. For long service leave falling due prior to 20th February 1981, see *Long Service Leave Act 1955*.
- 23.2.
 - (a) For long service leave falling due after 20th February 1981 the following provisions shall apply:

- (1) every Employee after ten (10) years' continuous service with the same Employer shall be entitled to two (2) months' long service leave on full pay; after fifteen (15) years' continuous service to an additional one month's long service leave on full pay; and for each five (5) years' continuous service thereafter to an additional one and one half months' long service leave on full pay. Such leave shall be taken at a time to be mutually arranged between the Employer and the Employee.
 - (2) where services of an Employee with more than five (5) years continuous service (but less than ten (10) years service) are terminated by the Employer, the Employee is entitled to receive one (1) month's long service leave on full pay after five (5) years to a proportionate amount of such leave on full pay calculated on the basis of two (2) months leave for ten (10) years service.
 - (3) where an Employee resigns after five (5) years continuous service (but less than ten (10) years service) on account of illness, incapacity or domestic or other pressing necessity, the Employee is entitled to receive one (1) month's long service leave on full pay after five (5) years to a proportionate amount of such leave on full pay calculated on the basis of two (2) months leave for ten (10) years service.
- (b) where an Employee has acquired a right to long service leave under paragraph (a) of this subclause, then and in every such case:
- (1) if before such leave has been entered upon the employment of such Employee has been terminated such Employee shall be entitled to receive the monetary value of the leave to which such Employee has been entitled computed at the rate of salary which such Employee had been receiving immediately prior to the termination of employment.
 - (2) if such Employee dies before entering upon such long service leave, or if after having entered upon the same dies before its termination, any accrued long service leave will be paid out in accordance with Section 4 (Long Service Leave) subsection (5)(b) of the Long Service Leave Act 1955 (NSW). This provision provides that:
- (c) Where a worker dies and any long service leave:
- (1) to which the worker was entitled has not been taken; or
 - (2) accrued upon termination of the services of the worker by reason of the worker's death and has not been taken, the Employer shall upon request by the worker's personal representative pay to the worker's personal representative in full the ordinary pay that would have been payable to the worker in respect of long service leave less any amount already paid to the worker in respect of that leave.
- (d) For the purpose of this clause:
- (1) continuous service in the same hospital prior to the coming into force of this Agreement shall be taken into account.
 - (2) one month equals four and one-third weeks.
 - (3) continuous service shall be deemed not to have been broken by:
 - (i) any approved period of absence by the full-time or part-time Employee on leave by the Employer without pay, provided further that such period will not be taken into account in calculating the period of continuous service;
 - (ii) absence of an Employee from the hospital whilst a member of the Defence Forces of the Commonwealth in time of war.
- (e) where any Employee has been granted a period of long service leave prior to the coming into force of this Agreement the amount of such leave shall be debited against the amount of leave due under this Agreement.
- (f) any period(s) of part-time employment with the same employer shall count towards long service leave as provided for in paragraph (a) of this subclause. Such long service leave

shall be paid for on the basis of the proportion that the average number of hours worked per week bears to 38 hours.

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

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

- 23.3. Where an Employee has accumulated more than three (3) months long service leave, such an Employee must take an amount of accumulated long service leave during a particular period if the employee is directed to do so by the Employer. The Employer shall give the Employee at least three months' notice. Provided that, where an Employee makes a written request to take long service leave which has not been approved by the Employer, that Employee shall not be directed to take long service leave for a period of 12 months after that request.
- 23.4. This clause provides Long Service Leave more beneficial than the provisions of the *Long Service Leave Act 1955*.
- 23.5. The provisions of this clause shall apply for Long Service Leave. Where the provisions of this clause are more beneficial than the provisions of the *Long Service Leave Act 1955*, these provisions shall apply. Where this clause is silent the provisions of the *Long Service Leave Act 1955* shall apply.

24. Compassionate Leave

24.1. Entitlement to compassionate leave

An Employee is entitled to two (2) days of compassionate leave for each occasion (a permissible occasion) when:

- (a) a member of the Employee's immediate family or a member of the Employee's household:
 - (1) contracts or develops a personal illness that poses a serious threat to his or her life; or
 - (2) sustains a personal injury that poses a serious threat to his or her life; or
 - (3) dies;
- (b) a child is stillborn (as defined in the Act), where the child would have been a member of the Employee's immediate family, or a member of the Employee's household, if the child had been born alive;
- (c) the Employee, or the Employee's spouse or de facto partner, has a miscarriage (as defined in the Act), provided further that the leave entitlement does not apply to a former spouse or former de facto partner of the Employee, or if the miscarriage results in a stillborn child.

Where the Employee is involved in funeral arrangements, travelling etc., leave may be allowed for up to 3 days for each permissible occasion.

- 24.2. For the purposes of this clause, "immediate family" has the same meaning as set out in clause 5.

24.3. Taking compassionate leave

- (a) An Employee may take compassionate leave for a particular permissible occasion if the leave is taken:
 - (1) to spend time with the member of the Employee's immediate family or household who has contracted or developed the personal illness, or sustained the personal injury, referred to in subclause 24.1; or
 - (2) after the death of the member of the Employee's immediate family or household, or the stillbirth of the child, referred to in subclause 24.1; or
 - (3) after the Employee, or the Employee's spouse or de facto partner, has the miscarriage referred to in subclause 24.1.

- (b) An employee may take compassionate leave for a particular permissible occasion as
 - (1) a single continuous period; or
 - (2) separate periods of one (1) day each; or
 - (3) any separate periods to which the Employee and his or her Employer agree.

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.

24.4. Payment for compassionate leave (other than for casual Employees)

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. For casual Employees, compassionate leave is unpaid leave.

24.5. Other Circumstances when compassionate leave may apply – Unforeseen Emergency (Natural Disasters)

- (a) The above principles are not intended to codify completely purposes for which compassionate leave with pay may be allowed. The element of unforeseen emergency could be present in other situations, eg. floods and bushfires, which clearly prevent attendance for duty.
- (b) In view of the purpose for which compassionate leave is intended, it is not possible to prescribe a precise limitation of the amount of leave to be granted in a given period. It is suggested, however, that only under the most exceptional circumstances should leave exceeding a total of three days be granted to an Employee in any year other than in accordance with subclause 24.1.
- (c) Where an Employee is forced to absent themselves other than in accordance with subclause 24.1 or in circumstances that do not reasonably constitute an unforeseen emergency, the Employee can cover such an absence by applying for leave without pay or, if the Employee so desires, taking annual leave.

25. Special Personal/ Carer's Leave

- 25.1. An Employee may make application to access their accrued paid personal/ carer's leave in extenuating circumstances which are not covered in subclause 26.2 (their personal/ carer's leave clause).
- 25.2. Each application will be judged on its merits.

26. Personal/Carer's Leave

26.1. The NES

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

26.2. Meaning of Personal/Carer's Leave

Personal/carers leave is either:

- (a) paid leave (sick leave) taken by an Employee because of a personal illness, or injury, of the Employee; or
- (b) paid or unpaid leave (carer's leave) taken by an Employee to provide care or support to a member of the Employee's immediate family (as defined at clause 5.33 of the Agreement), or a member of the Employee's household, who requires care or support because of:
 - (1) a personal illness, or injury, of the member; or
 - (2) an unexpected emergency affecting the member.

26.3. **Accrual of Paid Personal/Carer's Leave**

- (a) An Employee shall accrue an amount of paid personal/carers' leave on a pro rata basis.
- (b) Paid personal/carers' leave shall accrue on a pro-rata basis in accordance with the NES.
- (c) Paid personal/carers' leave is cumulative.
- (d) No payment will be made in lieu of accumulated personal/carers' leave.
- (e) Casual employees have no entitlement to paid personal/carers' leave.

26.4. **Payment of Paid Personal/Carer's Leave**

If an Employee takes paid personal/carers' leave during a period, the personal/carers' leave shall be paid at the Employee's ordinary pay at the time the period of leave is taken.

26.5. **Unpaid Carer's Leave**

- (a) An Employee is entitled to a period of up to two (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 during such a period because of:
 - (1) a personal illness, or injury, of the member; or
 - (2) an unexpected emergency affecting the member.
- (b) 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 sub-clause. The rights of the Employer to engage or not to engage a casual Employee are otherwise not affected.
- (c) An Employee is entitled to unpaid carer's leave for a particular occasion only if the Employee cannot take an amount of paid personal/carers' leave.

26.6. **Taking of Paid Sick Leave**

- (a) An Employee is entitled to use their paid personal/carers' leave entitlement as paid sick leave in accordance with the NES.
- (b) An Employee is not entitled to be paid sick leave whilst they are in receipt of workers' compensation payments, provided, however, that an Employee may use their accumulated personal leave when on workers compensation only where his or her workers compensation payments are less than his or her normal ordinary pay. In this case the Employee's accumulated personal leave entitlement will, for each week during which such difference is paid, be reduced by that proportion of 38 hours which the difference paid bears to the Employee's ordinary pay.
- (c) **Sick Leave - Notice:** To be entitled to sick 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 sick 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.

This requirement does not apply to an employee who could not comply with it because of circumstances beyond the employee's control.
- (d) **Sick Leave - Documentary Evidence:** If the Employer requires an Employee to give the Employer documentary evidence in relation to a period of sick leave taken (or to be taken) by the Employee:
 - (1) to be entitled to sick 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 sick leave has started):
 - (i) if it is reasonably practicable to do so - a medical certificate from a registered health practitioner;

- (ii) if it is not reasonably practicable for the Employee to give the employer a medical certificate - a statutory declaration made by the Employee; and
- (2) 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 Employee was, is, or will be unfit for work during the period because of a personal illness or injury; or
 - (ii) if the document is a statutory declaration - the Employee was, is, or will be unfit for work during the period because of a personal illness or injury.

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

26.7. Taking of Carer's Leave

- (a) An Employee is entitled to use their paid personal/carer's leave entitlement as paid carer's leave in accordance with the NES.
- (b) An Employee who is entitled to a period of unpaid carer's leave is entitled to take the unpaid carer's leave as:
 - (1) a single, unbroken period of up to 2 days; or
 - (2) any separate periods to which the Employee and the Employer agree.
- (c) **Carer's Leave - Notice:** 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:
 - (1) a personal illness, or injury, of the member; or
 - (2) an unexpected emergency affecting the member.

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

- (d) **Carer's Leave - Documentary 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:
 - (1) 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 it is reasonably practicable to do so - a medical certificate from a registered health practitioner;
 - (ii) if it is not reasonably practicable for the Employee to give the Employer a medical certificate - a statutory declaration made by the Employee; and
 - (2) the document must evidence the relationship to the Employee of the person requiring care or support (establishing that the person is a member of the Employee's immediate family or household member), the reasons for taking such leave, and the estimated length of absence.

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

26.8. Time Off in Lieu of Payment for Overtime

- (a) For the purpose only of providing care and support for a person in accordance with subclause 26.7(a) of this Clause and where the Employee has exhausted their paid

personal/carer's leave entitlements, and despite the provisions of Clause 17, Overtime, the following provisions shall apply.

- (b) An Employee may elect, with the consent of the Employer, to take time off in lieu of payment for overtime at a time or times agreed with the Employer within 12 months of the said election.
- (c) Overtime taken as time off during ordinary time hours shall be taken at the overtime rate, that is an hour plus time for the applicable overtime penalty for each hour worked.
- (d) If, having elected to take time as leave in accordance with paragraph (a) of this subclause, the leave is not taken for whatever reason payment for time accrued at overtime rates shall be made at the expiry of the 12-month period or on termination.
- (e) Where no election is made in accordance with the said paragraph (a), the Employee shall be paid overtime rates in accordance with the Agreement.

26.9. Rostered Days Off (Personal/Carer's Leave)

- (a) An Employee may elect, with the consent of the Employer, to take a rostered day off at any time.
- (b) An Employee may elect, with the consent of the Employer, to take rostered days off in part day amounts.
- (c) An Employee may elect, with the consent of the Employer, to accrue some or all rostered days off for the purpose of creating a bank to be drawn upon at a time mutually agreed between the Employer and Employee, or subject to reasonable notice by the Employee or the Employer.
- (d) This subclause is subject to the Employer informing the affected Employees and their workplace representatives of its intention to introduce an enterprise system of RDO flexibility, and providing a reasonable opportunity for the affected Employees and their workplace representatives to participate in negotiations.

26.10. Personal/Carer's Leave and Service

- (a) A period of paid personal/carer's leave does not break an Employee's continuity of service and paid personal/carer's leave counts as service for all purposes.
- (b) A period of unpaid personal/carer's leave does not break an Employee's continuity of service; however a period of unpaid personal/carer's leave does not count as service.

27. Parental Leave

27.1. Employees are entitled to parental leave in accordance with the NES.

27.2. A permanent Employee entitled to parental leave in accordance with the NES, is, in addition, eligible to access one type of the following paid parental leave as set out below:

- (a) An Employee who is eligible for primary carer or adoption leave, with less than four (4) years of service and who will be the child's primary carer at the time of the birth / adoption of the child, is entitled to a total of nine (9) weeks additional paid parental or adoption leave from the commencement of taking leave.
- (b) An Employee who is eligible for primary carer or adoption leave, with at least four (4) years of service and who will be the child's primary carer at the time of the birth / adoption of the child, is entitled to a total of fourteen (14) weeks additional paid parental or adoption leave from the commencement of taking leave.
- (c) An Employee who is eligible for secondary carer (partner) leave and who will not be the child's primary carer at the time of the birth / adoption of the child is entitled to two (2) weeks additional paid leave to be paid at the time of taking leave.

27.3. Provided further that where both members of an Employee couple have completed at least 12 months' continuous service with the Employer and one of the two Employees is eligible for paid

primary carer leave in accordance with subclause 27.2(a) or 27.2(b) above, such Employee may apply for the total portion of the paid primary carer leave to be shared between the Employee couple, subject to the following:

- (a) the total period of paid primary carer leave is to be taken in one single continuous period;
- (b) where one member of the Employee couple takes a portion of the paid primary carer leave entitlement, the other member of the Employee couple must start their period of the remaining paid primary carer leave entitlement immediately after the end of the first Employee's period of primary carer leave taken;
- (c) the application must be made to Human Resources in writing at least 10 weeks prior to the commencement date for the taking of parental leave and specify the intended start and end dates of the two single leave periods, and the Employee to whom each leave period relates;
- (d) such application remains subject to the Employer's approval; and
- (e) for the avoidance of doubt, only one member of the Employee couple is eligible for paid primary carer leave in accordance with subclause 27.2(a) or 27.2(b) above.

27.4. Subject to the following conditions, a permanent Employee with at least 12 months' continuous service who takes secondary carer (partner) leave in accordance with subclause 27.2(c) above and subsequently becomes the child's primary carer within the first 12 months of the birth or placement (in the case of adoption) of the child, will be entitled to paid primary carer leave in accordance with subclause 27.2(a) or 27.2(b) as the case may be:

- (a) the Employee must provide the Employer with satisfactory evidence that the Employee will be the child's primary carer during the relevant period;
- (b) the paid primary carer leave must be taken within the first 12 months of the birth or placement (in the case of adoption) of the child;
- (c) the period of paid primary carer leave will be the amount in subclause 27.2(a) or 27.2(b) depending on the Employee's length of service, less the period of secondary carer (partner) leave e.g., 7 weeks in the case of an Employee with less than four (4) years of service; and
- (d) this does not apply to members of an Employee couple.

27.5. Paid parental leave set out in clause 27.2 above which commences on or after 1 July 2023, will attract payment by AHCL of superannuation guarantee contributions at the applicable superannuation guarantee rate specified by the Superannuation Guarantee legislation.

27.6. Requests for flexible working arrangements

An Employee who is a parent, or has Employee for the care, of a child may request the Employer for a change in working arrangements to assist the Employee to care for the child if the child is of school age or younger; or is under 18 and has a disability. See the NES and clause 53 for more detail.

28. Community Service Leave / Jury Service Leave

28.1. Employees are entitled to Community Service Leave / Jury Service Leave in accordance with the NES, as summarised below:

28.2. AHCL will approve unpaid leave to enable Employees to undertake an "eligible community service activity", which is summarised as:

- (a) A voluntary emergency management activity defined in the NES which involves dealing with an emergency or natural disaster where the employee is engaged on a voluntary basis as a member of a recognised emergency management body, and is requested, or it would be reasonable to expect that the employee would be requested, to engage in the activity; or
- (b) An activity prescribed in the Fair Work Regulations 2009.

- 28.3. For Employees, other than casual Employees, AHCL will make up pay between the difference of jury service pay the Employee receives and the Employee's ordinary rate of pay for the ordinary hours they would have worked for the first ten (10) days had they not been at jury service.
- 28.4. Employees must notify AHCL as soon as possible of the date which they are required to attend for jury, emergency service or reserve service. Employees must provide AHCL proof of their attendance, the duration of attendance and any amount received from the government for that service.

29. Ceremonial Leave

AHCL recognises the obligations placed on Aboriginal and Torres Strait Islander employees to participate in ceremonial activities and other cultural obligations. To allow Employees to meet obligations and participate in activities, all Employees are entitled to ten (10) days of unpaid leave in each year to participate in NAIDOC Week activities or other cultural or ceremonial events.

30. Staff Amenities

The Employer shall provide for the use of Employees:

- 30.1. a suitable changing room and adequate washing and toilet facilities;
- 30.2. a locker, which may or may not be shared with other Employees, fitted with lock and key or other suitable place for the safe keeping of clothing and personal effects of such Employee;
- 30.3. morning and afternoon tea, supper and early morning tea (i.e. tea, coffee, milk and sugar) when the Employee is on duty, at times appropriate for the partaking thereof.

31. Escort Duty

- 31.1. Periods during which an Employee, other than Director of Nursing, is engaged in nursing duties, viz, in attendance on a patient, shall be paid as working time under this Agreement. Where applicable, overtime shall be payable.
- 31.2. All reasonable out-of-pocket expenses shall be reimbursed.

32. Deputy Directors of Nursing, Assistant Directors of Nursing

At least one Assistant Director of Nursing shall be appointed to the Hospital/facility where the daily bed average is over 100 beds. A Deputy Director of Nursing and at least one or more Assistant Directors of Nursing will be appointed to the hospital/facility where the daily bed average is over 150 beds.

33. Domestic Work

- 33.1. Except as hereinafter provided, nurses, enrolled nurses and assistants-in-nursing shall not be required to perform, as a matter of routine, the following duties, viz: washing, sweeping, polishing and/or dusting of floors, walls or windows of wards, corridors, annexes, bathrooms or verandas, nor any duties which are generally performed by classifications other than nursing staff: but this provision shall not preclude the employment of nurses, enrolled nurses and assistants-in-nursing on any of such duties in an isolation block or where the performance of those duties involves disinfection.
- 33.2. Nothing in subclause 33.1 of this Clause shall preclude an enrolled nurse or an assistant-in-nursing from being required to perform all or any of the specified duties during the first thirteen weeks of training or experience, as the case may be.
- 33.3. Nothing in subclause 33.1 of this Clause shall preclude any Employee from being required to perform all or any of the specified duties at any time when domestic staff is not available to perform them; provided that the Employer has made all reasonable efforts to obtain domestic staff.

34. Labour Flexibility

- 34.1. 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 33, Domestic Work.

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

35. Termination of Employment

- 35.1. Employment, other than of a casual, may be terminated by the Employer by the giving of notice as prescribed in clause 35.2. Payment in lieu of the notice prescribed in clause 35.2 will be made if the prescribed notice period is not given, provided that employment may be terminated by part of the period of notice specified, and part payment in lieu thereof.

- 35.2. Notice of termination by the Employer:

(a)	<u>Period of Continuous Service</u>	<u>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
(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)	The period of notice in this Clause shall not apply in the case of dismissal for serious misconduct, or in the case of casual Employees or Employees engaged for a specific period of time or for a specific task or tasks.	

- 35.3. Notice of Termination by Employee -

- (a) Full-time and part-time Employees with 1 year or less of service shall provide the Employer with one week's notice; all other full-time and part-time Employees shall give the Employer two weeks' notice of termination in writing.

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

- 35.5. Employees who have accrued additional days off duty pursuant to subclause 6.7 of Clause 6, Hours of Work and Free Time of Employees, shall be paid for such accrued time at their ordinary rate of pay upon termination.

36. Transfer of Business

- 36.1. Where there is a Transfer of Business, the provisions in the Act will apply.

37. Attendance at Meetings and Fire Drills

- 37.1. 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* and the regulations made there under, shall be entitled to be paid the "ordinary rate" for the actual time spent in attendance at such practices. In lieu of receiving payment, Employees may with the agreement of the Employer be permitted to be free from duty for a period of time equivalent to the period spent in attendance at such meetings. Such time spent in attendance shall not be viewed as overtime for the purposes of this Agreement, except as specified in clause 38.4 below.

- 37.2. Any Employee required to attend Occupational Health and Safety Committee and/or Board of Management meetings in the capacity of Employee representative shall, if such meetings are held outside the ordinary hours of work, be entitled to receive payment at the "ordinary rate" for the actual time spent in attendance at such meetings. In lieu of receiving payment, Employees

may with the agreement of the Employer be permitted to be free from duty for a period of time equivalent to the period spent in attendance at such meetings. Such time spent in attendance shall not be viewed as overtime for the purposes of this Agreement, except as specified in clause 38.4 below.

- 37.3. For the purposes of this clause "ordinary rate" shall include amounts payable under Clause 9, Salaries, and Clause 11, Special Allowances, subclauses 11.1(a), 11.1(b) and 11.2, of this Agreement; plus, in the case of a casual Employee, the casual loading prescribed in Clause 20.

38. AHCL Mandatory Skill Assessments

- 38.1. Employees are required to complete compulsory and/or mandatory training relevant to their role and work area by the Employer. Mandatory training includes eLearning. Arrangements for eLearning are set out in clause 38.5. To complete compulsory and/or mandatory training or attend internal or external professional development training, workshops or programs at the direction of the Employer, the Employer shall be responsible for the cost of the program and Employees are considered to be 'on duty'.
- 38.2. Paid mandatory training will cover specific Employer and role specific skill assessments nominated by the Employer.
- 38.3. It is the intention of the Employer that all compulsory and or mandatory training will be completed during an Employee's rostered ordinary hours of work. Where an Employee is required to attend compulsory training outside of the rostered ordinary hours of work there will be a minimum engagement of 4 hours with payment at their ordinary rate of pay (together with the casual loading in the case of a casual Employee), provided that the minimum engagement will not apply to the completion of mandatory training through eLearning, and subject to clause 38.4.
- 38.4. Up to 12 hours per year for the combined total of attendance at meetings / fire drills in accordance with clauses 37.1 and 37.2 above, and completion of mandatory training outside of an Employee's rostered ordinary hours, may be paid at the ordinary rate. Completion of such training and/or attendance at such meetings / fire drills that falls outside an Employee's rostered ordinary hours of work and is in excess of 12 hours total per year will be paid at the applicable overtime penalty rate.
- 38.5. eLearning (Compulsory and/or Mandatory Training)
- (a) The Employer may require Employees to complete compulsory and/or mandatory packages through eLearning and will pay Employees for the approved time taken to complete this training.
 - (b) eLearning packages will normally be completed within the ordinary working hours in the workplace. With prior approval from the manager and the agreement of the Employee, packages can be completed outside of working hours.
 - (c) The Employer will allocate an amount of time for the completion of each core package. When an Employee is required by the Employer to complete, and does complete a package outside of working hours, the Employee will be paid at their ordinary rate of pay for the allocated time taken to complete the package, in accordance with clause 38.4 above.
 - (d) Where an Employee finds that it takes more than the allocated time to complete a package, they should log out of the training (which will save it automatically) and bring this to the attention of their manager. The manager will take steps to ensure the Employee is able to complete the training by:
 - (1) arranging for the package to be completed in working hours in the workplace and ensuring access to IT resources to allow this to occur; and/or
 - (2) approving payment for additional time required to complete the package outside working hours. If an Employee is still unable to complete the package after the additional time, they should again bring this to the attention of the manager; and / or

- (3) taking steps to assist the employee to complete the package (for instance by providing training on computer literacy or on increased proficiency in reading the English language).

39. Resolution of Disputes

- 39.1. In the event of a dispute about any matter under the Agreement or the NES, except the actual termination of employment, in the first instance the parties must attempt to resolve the matter at the workplace by discussions between the Employee or Employees concerned and the relevant supervisor. If such discussions do not resolve the dispute, the parties will endeavour to resolve the dispute in a timely manner by discussions between the Employee or Employees concerned and more senior levels of management as appropriate.
- 39.2. The parties agree that disputes in relation to requests for reasonable working arrangements and extending a period of unpaid parental leave may be dealt with under the terms of this clause.
- 39.3. An Employee may appoint another person or the Union to accompany and/or represent them for the purposes of this clause. The Employer may appoint another person or organisation to accompany and/or represent them for the purposes of this clause.
- 39.4. If a dispute is unable to be resolved at the workplace, and all appropriate steps under subclause 39.1 have been taken, a party to the dispute may refer the dispute to Fair Work Commission. This is not intended to prevent a party referring the dispute to another statutory tribunal if that is more appropriate.
- 39.5. Where the matter in dispute remains unresolved, Fair Work Commission may exercise any method of dispute resolution permitted by the Act that it considers appropriate to ensure the settlement of the dispute.
- 39.6. The parties agree that Fair Work Commission shall have the power to do all such things as are necessary for the just resolution of the dispute including mediation, conciliation and arbitration.
- 39.7. Fair Work Commission shall be provided access to the workplace to inspect or view any work, material, machinery, appliance, article, document or other thing or interview any Employee who is usually engaged in work at the workplace.
- 39.8. The parties agree that Fair Work Commission may give all such directions and do all such things as are necessary for the just resolution, remedy and determination of the dispute.
- 39.9. Subject to any review of Fair Work Commission's decision or direction relating to the dispute, the decision or direction shall be accepted by all affected parties as a settlement of the dispute and shall be implemented by them.
- 39.10. The parties agree to confer immunity on Fair Work Commission for all matters relating to the dispute resolution between the parties.
- 39.11. While the dispute resolution procedure is being conducted, the status quo must remain and work must continue in accordance with this Agreement and the Act. Subject to applicable occupational health and safety legislation, an employee must not unreasonably fail to comply with a direction by the Employer to perform work, whether at the same or another workplace that is safe and appropriate for the Employee to perform.

40. Consultation regarding change

- 40.1. 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

- 40.2. For a major change referred to in paragraph 40.1(a):

- (a) the Employer must notify the relevant Employees of the decision to introduce the major change; and
 - (b) paragraphs 40.3 to 40.9 apply.
- 40.3. The relevant Employees may appoint a representative for the purposes of the procedures in this term.
- 40.4. 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.
- 40.5. As soon as practicable after making its decision, the Employer must:
- (a) discuss with the relevant Employees:
 - (1) the introduction of the change; and
 - (2) the effect the change is likely to have on the Employees; and
 - (3) measures the Employer is taking to avert or mitigate the adverse effect of the change on the Employees; and
 - (b) for the purposes of the discussion—provide, in writing, to the relevant Employees:
 - (1) all relevant information about the change including the nature of the change proposed; and
 - (2) information about the expected effects of the change on the Employees; and
 - (3) any other matters likely to affect the Employees.
- 40.6. However, the Employer is not required to disclose confidential or commercially sensitive information to the relevant Employees.
- 40.7. The Employer must give prompt and genuine consideration to matters raised about the major change by the relevant Employees.
- 40.8. 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 paragraph 40.1(b) and paragraphs 40.3 and 40.5 are taken not to apply.
- 40.9. 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

- 40.10. For a change referred to in paragraph 40.1(b):
- (a) the Employer must notify the relevant Employees of the proposed change; and
 - (b) paragraphs 40.11 to 40.15 apply.
- 40.11. The relevant Employees may appoint a representative for the purposes of the procedures in this term.

40.12. 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.

40.13. 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:
 - (1) all relevant information about the change, including the nature of the change; and
 - (2) information about what the Employer reasonably believes will be the effects of the change on the Employees; and
 - (3) information about any other matters that the Employer reasonably believes are likely to affect the Employees; and
- (c) invite the relevant Employees to give their views about the impact of the change (including any impact in relation to their family or caring responsibilities).

40.14. However, the Employer is not required to disclose confidential or commercially sensitive information to the relevant Employees.

40.15. The Employer must give prompt and genuine consideration to matters raised about the change by the relevant Employees.

40.16. In this term:

- (a) relevant Employees means the Employees who may be affected by a change referred to in subclause 40.1.

41. Superannuation

41.1. Definitions

- (a) “Default fund” means the Australasian Conference Association Superannuation Trust Australia (**ACAST**). Information regarding Health Employees’ Superannuation Trust Australia (HESTA) will be provided to new Employees prior to the election of a superannuation fund. The Default fund offers a MySuper product.
- (b) Should an Employee fail to nominate a complying regulated fund, the Employer will choose the Employee’s ‘stapled’ fund as required by the superannuation legislation (if one exists), or the above approved fund as the default fund (in the absence of a ‘stapled’ fund), into which contributions shall be paid under this Agreement.
- (c) “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.
- (d) “Ordinary-time earnings” means remuneration for an Employee’s weekly number of hours of work, excluding overtime hours, calculated at the ordinary-time rate of pay, including the following:
 - (1) Monday to Friday shift premiums for ordinary hours of work;
 - (2) Weekend shift premiums for ordinary hours of work;
 - (3) Public holiday loadings;
 - (4) Any percentage addition payable to casual employees for ordinary hours or work;
 - (5) Ordinary time allowances (not including expense related allowances);
 - (6) Payments made above the base rate for ordinary hours of work.

41.2. **Superannuation Legislation**

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

41.3. **Contributions**

- (a) 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 on a monthly basis.
- (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 Employee's 'stapled' fund, or the default fund in the absence of a 'stapled' fund.

41.4. **Salary Sacrifice to Superannuation**

- (a) Salary sacrifice to superannuation means the option of making additional superannuation contributions by electing to sacrifice a portion of the gross earnings (pre tax dollars) under the Agreement. This will give the effect of reducing the taxable income by the amount for salary sacrifice.
- (b) Salary sacrifice to superannuation shall be offered to Employees by mutual agreement between the Employee and Employer.
- (c) Such election must be made prior to the commencement of the period of service to which the earnings relate.
- (d) One change of a sacrificed amount will be permitted in an Employee's anniversary year, which is 12 months from the date of commencement of employment, without incurring an administration charge (\$50). Changing from full-time to part-time or part-time to full-time employment will not be classified as a change for administration charge purposes.
- (e) The amount sacrificed must not exceed any relevant superannuation guarantee contribution limit.
- (f) The sacrificed portion of salary reduces the salary subject to PAYG Taxation deductions.
- (g) Any allowance, penalty rate, overtime payment for unused leave entitlements, other than any payments for leave taken whilst employed, shall be calculated by reference to the salary which would have applied to the Employee in the absence of any salary sacrifice to superannuation. Payment for leave taken whilst employed will be at the post salary sacrificed amount.
- (h) Salary sacrifice arrangements can be cancelled by either the Employer or Employee at any time provided either party gives one months' notice. The Employer has the right to withdraw from offering salary sacrifice to employees without notice if there is any alteration to relevant Australian Taxation legislation.
- (i) Contributions payable by the employer in relation to the Superannuation Guarantee Legislation shall be calculated by reference to the salary which would have applied to the Employee under this Agreement in the absence of any salary sacrifice.
- (j) Employers will not use any amount that is salary sacrificed by an employee to negate contributions payable under the Superannuation Guarantee Legislation.

- (k) The Employee shall have the portion of payable salary that is sacrificed paid as additional Employer superannuation contributions into the same superannuation fund that receives the Employer's SGC contributions.
- (l) Nothing in this clause shall affect the right of an employer to maintain alternate arrangements with respect to salary sacrifice for Employees.

42. Redundancy

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

42.2. Transfer to lower paid duties

Where an Employee is transferred to lower paid duties by reason of redundancy, the Employee shall be entitled to the same period of notice of transfer as she/he would be entitled to if her/his employment had been terminated, and the Employer may at the Employer's option, make payment in lieu thereof of an amount equal to the difference between the former ordinary rate of pay and the new lower ordinary rate of pay for the number of weeks' notice still owing.

42.3. Termination of Employment

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

This subclause sets out the notice provisions to be applied to terminations by the Employer by reason of redundancy arising from production, programme, organisation or structure in accordance with subclause 42.1 above:

- (1) in order to terminate the employment of an Employee the Employer shall give to the employee the following notice:

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

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

(b) Notice for Technological Change –

This subclause sets out the notice provisions to be applied to terminations by the Employer by reason of redundancy arising from "technology" in accordance with subclause 42.1 above:

- (1) In order to terminate the employment of an Employee the Employer shall give to the employee three months' notice of termination.
- (2) Payment in lieu of the notice above shall be made if the appropriate notice period is not given. Provided that employment may be terminated by part of the period of notice specified and part payment in lieu thereof.
- (3) The period of notice required by this subclause to be given shall be deemed to be service with the employer for the purposes of the *Long Service Leave Act 1955* (as amended), and Clause 21, Annual Leave and Public Holidays.

(c) Time Off During the Notice Period

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

(d) Employee Leaving During the Notice Period –

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

(e) Statement of Employment –

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

(f) Notice to Centrelink–

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

(g) Centrelink Employment Separation Certificate –

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

42.4. Severance Pay

- (a) In addition to the period of notice prescribed for termination under this clause, where the employment of an Employee is to be terminated by reason of redundancy, the Employer shall pay the following severance pay in respect of a continuous period of service.

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

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

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

<u>Years of Service</u>	<u>Entitlement</u>
Less than 1 year	Nil
1 year and less than 2 years	5 weeks

2 years and less than 3 years	8.75 weeks
3 years and less than 4 years	12.5 weeks
4 years and less than 5 years	15 weeks
5 years and less than 6 years	17.5 weeks
6 years and over	20 weeks

- (3) "Week's pay" means the ordinary rate of pay for the employee concerned at the date of termination. For the purposes of this clause, in addition to the ordinary rate of pay and any over-agreement payments, all allowances, penalties or shift payments to which the nurse would be entitled shall form part of an employee's "week's pay". For the purpose of this subparagraph the following allowances in Clause 11 Special Allowances shall form part of the Employee's "week's pay"; paragraph (a), (b) and (c) of subclause 11.1; and paragraphs (a) and (c) of subclause 11.2.
- (4) A "week's pay" for a particular Employee shall be determined according to the average week's pay received by the Employee in the period immediately prior to their last date of employment equal to the number of weeks of severance pay to which the Employee is entitled under subparagraphs (i) and (ii) of this subclause.
- (5) The Employer shall also pay the following amounts to any Employee terminated pursuant to this clause:
- (i) pro rata long service leave (subject to an entitlement arising under Clause 23 of this Agreement); and
 - (ii) any accrued untaken annual leave.

(b) Incapacity to Pay

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

(c) Alternative Employment

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

42.5. Grievance Procedure

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

42.6. Employees Exempted

This clause 42 will not apply to Employees whose employment is terminated because of serious misconduct, or in the case of casual Employees, or Employees engaged for a specific period of time or for a specified task or tasks.

43. National Employment Standards

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

44. Intentions

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

45. Agreement Flexibility

- 45.1. The Employer and an Employee covered by this Agreement may agree to make an individual flexibility arrangement to vary the effect of terms of the Agreement if:
- (a) the agreement deals with 1 or more of the following matters:
 - (1) arrangements about when work is performed;
 - (2) overtime rates;
 - (3) penalty rates;
 - (4) allowances;
 - (5) leave loading; and
 - (b) the arrangement meets the genuine needs of the Employer and Employee in relation to 1 or more of the matters mentioned in paragraph 45.1(a); and
 - (c) The Employer and the individual Employee must have genuinely made the agreement without coercion or duress.
- 45.2. The Employer must ensure that the terms of the individual flexibility arrangement:
- (a) are about permitted matters under section 172 of the Act; and
 - (b) are not unlawful terms under section 194 of the Act; and
 - (c) result in the Employee being better off overall than the Employee would be if no arrangement was made.
- 45.3. The Employer must ensure that the individual flexibility arrangement:
- (a) is in writing; and
 - (b) includes the name of the Employer and Employee; and
 - (c) is signed by the Employer and Employee and if the employee is under 18 years of age, signed by a parent or guardian of the Employee; and
 - (d) includes details of:
 - (1) the terms of the Agreement that will be varied by the arrangement; and
 - (2) how the arrangement will vary the effect of the terms; and
 - (3) how the Employee will be better off overall in relation to the terms and conditions of his or her employment as a result of the arrangement; and
 - (e) states the day on which the arrangement commences.
- 45.4. The Employer must give the employee a copy of the individual flexibility arrangement within 14 days after it is agreed to.
- 45.5. The Employer or Employee may terminate the individual flexibility arrangement:
- (a) by giving no more than 28 days written notice to the other party to the arrangement; or
 - (b) if the Employer and Employee agree in writing — at any time.
- 45.6. The right to make an agreement pursuant to this clause is in addition to, and is not intended to otherwise affect, any provision for an agreement between an employer and an individual Employee contained in any other term of this Agreement.

46. Salary Packaging

- 46.1. AHCL will provide a system of salary packaging for Employees. No Employee shall be compelled to enter into a salary packaging arrangement.
- 46.2. Employees are advised to seek independent financial advice to familiarise themselves with the implications of salary packaging on their individual financial circumstances.
- 46.3. The terms and conditions of a package offered to an Employee shall not, when viewed objectively, be less favourable than the entitlements otherwise available under the Enterprise Agreement and shall be subject to the following provisions:
 - (a) AHCL shall ensure that the structure of any package complies with taxation and other relevant laws; and
 - (b) Employees will have the Superannuation Guarantee Contribution (SGC) calculated on their Enterprise Agreement salary prior to the application of any salary packaging arrangements.
- 46.4. The Employee and Employer must enter into a written salary packaging agreement, setting out the conditions of any remuneration package including notice to be given of any changes.
- 46.5. A copy of the salary packaging agreement will be given to the Employee and such Employees are entitled to inspect details of payments made under the terms of the agreement.
- 46.6. Where AHCL offers a benefit the Employee shall attract the full benefit of salary packaging arrangements. AHCL will pass on to the Employee 100% of the tax benefit.
- 46.7. The configuration of the salary package shall remain in force for the period agreed between the Employee and AHCL.
- 46.8. Where at the end of the FBT year the full amount allocated to a specific benefit has not been utilised, it will be paid as salary, which will be subject to appropriate taxation requirements. By agreement between AHCL and the Employee, any unused benefit may be carried forward to the next period on the basis that any FBT obligation is accepted by the Employee.
- 46.9. In the event that AHCL ceases to attract exemption from payment of FBT for a specific benefit, AHCL may terminate the salary packaging arrangements for that specific benefit. In the event AHCL ceases to attract exemption from payment of FBT for all benefits, AHCL may terminate all salary packaging arrangements and the Employee's salary will revert to the applicable Enterprise Agreement classification rate the employee would have been entitled to receive but for the remuneration packaging agreement.
- 46.10. One month's notice by either party is required for change or termination of a salary packaging agreement, unless the change or termination is brought about by legislation or an increase to the Enterprise Agreement wage.
- 46.11. In the event that the Employee ceases to be employed by AHCL this agreement will cease to apply as at the date of termination. Benefits not paid on or before the date of termination shall be treated as salary and the appropriate tax deducted.
- 46.12. Pay increases granted to employees in accordance with this Enterprise Agreement shall also apply to Employees subject to salary packaging arrangements.

47. Specific Provisions relating to Nurse/Midwifery Unit Managers

47.1. Exclusions from other clauses:

- (a) All clauses of this Agreement will apply to Employees classified as Nurse Unit Managers except for the following clauses: Clause 6: Hours of Work and Free Time of Employees other than Directors of Nursing; and Clause 12: Penalty Rates for Shift Work and Weekend Work.
- (b) The following subclauses (47.2 to 47.7 inclusive) shall only apply to Employees classified as Nurse Unit Managers and not to any other classification contained in this Agreement.

47.2. Hours of Work:

- (a) The ordinary hours, exclusive of meal times shall be 152 hours per 28 calendar days.

- (b) The hours of work prescribed in subclause 47.2(a) shall be worked in one of the following ways:
 - (1) 38 hours per week, to be arranged in order that an Employee shall not be required to work their ordinary hours on more than five days in one week; or,
 - (2) 76 hours per fortnight, to be arranged in order that the Employee shall not be required to work their ordinary hours on more than ten days in the fortnight.
- (c) Each shift shall not consist of more than 12 hours on a day shift or night shift.
- (d) Except for one meal break each day, all time from the time of commencing until the time of finishing duty each day shall be computed as ordinary working time.
- (e) Each Employee shall be allowed a break of not less than thirty minutes and not more than sixty minutes for each meal occurring on duty. Where practicable, Employees shall not be required to work more than 5 hours without a meal break.
- (f) Two separate ten-minute intervals (in addition to meal breaks) shall be allowed to the Employee on duty during each ordinary shift. Subject to agreement between Adventist HealthCare Limited and 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 10 minutes before the completion of the normal shift finishing time. Such intervals shall count as working time.
- (g) The Employee shall be free from duty for not less than two full days in each week or four full days in each fortnight or eight full days in each twenty-eight (28) day cycle. Where practicable such days off shall be consecutive.
- (h) The Employee may be required to be 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). No allowance shall be paid for being on call in accordance with this sub-clause as such allowance has been factored into the Nurse Unit Manager classification salary.
- (i) As a Nursing Unit Manager it is anticipated that you will be required to work, on occasions, more than 38 hours in any one week, such time can be banked or paid at ordinary rates as negotiated with the relevant Hospital Director in accordance with hospital policy. For the avoidance of doubt, the terms of the relevant hospital policy are not incorporated into this Agreement. Clinical overtime (ie when taking a clinical load) which has been approved by a Director, will be paid at the Nursing Unit Manager classification rate in accordance with the overtime principles as set out in Clause 17 Overtime, of this Agreement, or banked hours that has been negotiated prior to the shift being worked.

47.3. Remuneration:

The minimum salaries payable to Employees classified as Nurse Unit Managers are set out in Table 1 –Salaries of Part B, Monetary Rates and will increase in accordance with Clause 9, Salaries.

47.4. Penalty Rates for Shift Work and Weekend Work:

- (a) Work carried out between 6.00 am and 6.00 pm Monday to Friday shall be paid at ordinary rates.
- (b) Ordinary timework carried out between 6.00 pm and 6.00 am Monday to Friday shall be paid at the rate of ordinary time plus 15%.
- (c) 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 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 shifts previously prescribed in sub clause 47.4(b).

47.5. Management Certificate Allowance:

- (a) A certificate allowance of the sum set out in Item 18 of Table 2 – Other Rates and Allowances (Part B) per week will be paid in recognition of management qualifications based on the following criteria:
 - (1) 100% for a Masters in Management
 - (2) 75% for a Masters in Clinical Specialty if the Clinical Specialty is relevant to the area in which the employee is working
 - (3) 50% for a Graduate Diploma/Graduate Certificate
 - (4) 30% for a level 3 Management Certificate.
- (b) The Certificate Allowance will be paid for 52 weeks per year.

47.6. Professional Development:

Up to five (5) days per annum paid leave will be granted to enable the employee to attend a relevant tertiary course, which will assist in the professional development of the employee. Such leave does not accumulate from year to year.

47.7. Career Break Scheme:

- (a) The career break scheme allows employees to defer twenty percent of their salary for four years, and be paid this deferred salary in the fifth year.
- (b) Employees who apply and are approved to participate in the career break scheme will receive 100% of their normal salary for the first four years with a deduction equivalent to 20% of net salary (gross less tax). The 20% of net salary is deposited into a trust account in the employee's name each pay period for payment in the fifth year (the deferred salary leave year) and subject to applicable taxation as required by law.
- (c) All full time and permanent part time Nurse Unit Managers are eligible to participate in the career break scheme. Casual and temporary employees are excluded from participation in career break scheme. If a permanent employee is placed into another position by way of temporary engagement or secondment during the four years when salary is being deferred, this will not of itself affect their continued participation in the career break scheme.
- (d) The Hospital will call for expressions of interest from employees seeking to participate in the career break scheme once each calendar year. The timing of the invitation of applications is to be determined by the Hospital.
- (e) The Hospital will determine the number of employees that may participate in the career break scheme having regard to service delivery and staffing levels and reserves the right to approve or not approve requests after considering workforce needs. This will be done in consultation with employees. The Hospital will not unreasonably refuse any application by an employee to participate in the career break scheme.
- (f) For members of complying superannuation funds the Hospital will cease making employer contributions during the deferred salary leave year. The superable salary is deemed to be 100% of the participant's normal salary (both deferred and the remaining 80% paid) for each of the first four years, and superannuation Employer contributions are calculated on this basis. In the deferred salary leave year no Employer contributions to superannuation are payable for members of these funds.
- (g) Employees may continue to pay all personal employee superannuation contributions whilst participating in the career break scheme.
- (h) In the deferred salary leave year, salary packaging and payroll deductions will not be available.
- (i) The five years of the career break scheme will count as service for the accrual of long service leave, sick leave, annual leave, salary increments and other statutory entitlements. Any leave without pay taken by an employee whilst participating in the career break scheme will not count for the purpose of accrual of any leave. For the purpose of

determining the leave accrued in the fifth year of the career break scheme (i.e. the deferred salary leave year) for permanent part-time employees, the average of all hours worked (excluding overtime) in the first four years of the career break scheme and including paid leave taken will be used for the basis of making this calculation.

- (j) If any leave without pay is taken by an employee during the first four years of the career break scheme, the commencement of the deferred salary leave year will be postponed by the time the employee was absent from duty i.e. by the number of days leave without pay taken by the employee.
- (k) Employees are entitled to take paid leave during the first four years of the career break scheme, subject to normal approval processes of the employer. Whilst on any paid leave the employee will be paid in accordance with paragraph (b) of this subclause.
- (l) Employees are not entitled to take any form of leave during the deferred salary leave year, with the exception of Maternity and Adoption leave.

In respect to Maternity or Adoption leave, if the deferred salary year has not yet commenced, the employee may elect to postpone the deferred salary leave year until after the completion of such leave (up to 52 weeks). If the employee elects not to postpone the deferred salary leave year, they are entitled to a lump sum payment of their normal salary for the period of paid maternity/adoption leave. The paid maternity/adoption leave does not extend the deferred salary leave year.

- (m) There will be no access to the deferred salary until the fifth year unless the employee chooses to withdraw from the career break scheme.
- (n) An employee may elect to withdraw from the career break scheme at any time by giving reasonable notice to the Employer, and will be paid all monies in the trust account.
- (o) It is the responsibility of the employee participating in the career break scheme to declare the interest earned on the deferred salary to the Taxation Office. Normal government statutory charges attributed to an individual's deferred salary account will be paid by the employee.
- (p) Subject to approval by the Hospital an employee may undertake outside employment in the deferred salary leave year.
- (q) Upon return to work after the deferred salary leave year an employee will resume employment in their substantive position at the conclusion of their participation in the career break scheme, being the anniversary date of commencing the deferred salary leave year.
- (r) Employees are advised to seek independent financial advice about participating in the career break scheme and the effect on superannuation. Comprehensive details regarding the operation of the career break will be recorded in a written agreement between the employee and the Employer, to be signed prior to the commencement of the five (5) year period.

48. Maintenance of Professional Registration

- (a) In order to assist with the continuing professional development requirements of the Nursing & Midwifery Board of Australia, Registered Nurses and Enrolled Nurses may be provided access to training and reimbursement of costs associated with the training. This training may involve any combination of the following and must be authorised by management:
 - (1) Writing or reviewing workplace education sessions
 - (2) Presenting or attending at workplace education sessions
 - (3) Attendance or presentation at external conferences, lectures, seminars or professional meetings
 - (4) Undertaking relevant online or face to face undergraduate or post graduate studies which are relevant to their clinical practice.

49. Staffing Arrangements

49.1. Adventist HealthCare Commitment

- (a) Adventist HealthCare is committed to ensuring staffing levels are appropriate for the delivery of high quality patient care, that work is done safely and within rostered working hours, that employees take appropriate breaks and to provide an environment where nurses can comply with professional registration obligations

The 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.

- (b) The NUM/MUM/In Charge will prioritise access to meal and rest breaks when establishing rosters in accordance with Clause 8 of this Agreement.

49.2. Nursing Hours – Inpatient

- (a) A minimum of 5.5 Nursing Hour per Patient Day (NHPPD) will apply to inpatient wards accounted for over a 4-week period excluding Rehabilitation, Hudson Ward and Children's Ward.
- (b) NHPPD will include nursing staff providing patient care, this does not include such positions as Assistant Director of Nursing, Clinical Nurses Educators, Clinical Support Nurse, dedicated administrative support staff and Wards Person.
- (c) The employer will provide employees with access to any data that is required to ensure transparency around the delivery of the 5.5 NHPPD.
- (d) This clause 49.2 will cease to apply after 30 June 2023.

49.3. Staffing Arrangements and Ratios

- (a) This clause 49.3 has application from 1 July 2023.
- (b) Effective from 1 July 2023, Adventist HealthCare will adhere to the following nurse-to-patient ratios, subject to the provisions of clauses 49.3(c) to 49.3(h):
 - (1) All Medical / Surgical Wards:
 - (i) AM: 1 nurse: 5 patients, plus In Charge;
 - (ii) PM: 1 nurse: 6 patients, plus In Charge;
 - (iii) Night Duty (**ND**): 1 nurse: 8 patients, including In Charge.
 - (2) Rehabilitation:
 - (i) AM: 1 nurse: 6 patients, including In Charge;
 - (ii) PM: 1 nurse: 6 patients, including In Charge;
 - (iii) ND: 1 nurse: 12 patients, including In Charge.
 - (3) Intensive Care Unit:
 - (i) 1 registered nurse: 1 patient for ventilated;
 - (ii) For non-ventilated patients, the nurse-to-patient ratio will be determined clinically by the NUM or Team Leader and reviewed at each shift in conjunction with the AHM.
 - (4) Coronary Care Unit:
 - (i) All shifts: 1 RN/EN: 4 patients, plus In Charge (or In Charge with 2 patients when less than or equal to 14 patients in the AM, PM or ND shift).
 - (5) Perioperative Services:
 - (i) With respect to Perioperative Services, the staffing ratios as provided by the ACORN Standards 2020 16th edition (Staffing Requirements, and as updated from time to time), will be implemented.

- (6) San Day Surgery Hornsby:
 - (i) The NUM or delegate will be designated in charge, on every shift, Monday – Friday.
 - (7) Maternity Services – Birth Unit:
 - (i) Birthing Unit: 1 midwife: 3 patients, including In Charge each shift;
 - (ii) Active Labour: 1 midwife: 1 patient.
 - (8) Maternity Services – Antenatal / Postnatal Ward:
 - (i) AM: 1 midwife / nurse: 5 patients, plus In Charge;
 - (ii) PM: 1 midwife / nurse: 6 patients, plus In Charge;
 - (iii) ND: 1 midwife / nurse: 7 patients, including In Charge.
 - (9) Special Care Nursery:
 - (i) 1 nurse: 4 patients, including In Charge each shift.
 - (10) Emergency Care:
 - (i) AM: 1 nurse: 4 patients, plus In Charge, plus Triage Nurse, plus Clinical Initiation Nurse;
 - (ii) PM: 1 nurse: 4 patients, plus In Charge, plus Triage Nurse, plus Resuscitation Nurse;
 - (iii) ND 1 nurse: 5 patients, plus In Charge.
 - (11) San Day Infusion Unit:
 - (i) All shifts: 1 nurse: 5 patients, plus In Charge (excluding Saturday when In Charge takes full patient load).
 - (12) Dialysis:
 - (i) All shifts: 1 nurse: 4 patients, including In Charge.
- (c) Nothing in this clause 49 will prevent Adventist HealthCare from using its discretion to increase or decrease the nurse-to-patient ratios provided in subclause 49.3(b) on a temporary basis or for a specified period of time in response to patient specialty and acuity profile, government direction to services and/or changes to health insurance. Employees directly impacted by such a change will be notified by the employer of the decision and the reason for the change.
- (d) Provided further that nothing in this clause 49 will prevent Adventist HealthCare from using its discretion to increase or decrease the nurse-to-patient ratios provided in subclause 49.3(b) on an ongoing basis in response to government direction to services, or in response to significant changes to patient specialty and acuity profile or health insurance, with such a decision being subject to clauses 39 and 40 of this Agreement regarding consultation on major change and the resolution of disputes.
- (e) If, as at 1 September 2022, a ward or unit is operating with a lower nurse-to-patient ratio within its specialty on an AM, PM or ND shift than the applicable minimum nurse-to-patient ratio in subclause 49.3(b) for that shift type, Adventist HealthCare will maintain that lower nurse-to-patient ratio for that shift type as at 1 July 2023, subject to the same specialty patient and acuity profile, and subclauses 49.3(c) and 49.3(d). For the avoidance of doubt, the wards / units with a lower nurse-to-patient ratio on an AM, PM and/or ND shift as at 1 September 2022 which Adventist HealthCare will maintain on and from 1 July 2023 subject to that ward / unit having the same specialty patient and acuity profile as at 1 September 2022, and subject to subclauses 49.3(c) and 49.3(d), are set out in the table below:

Ward/Unit and specialty	AM	PM	ND
Harrison	1:4.3* plus In Charge	1:5* plus In Charge	1:7.5* including In

Ward/Unit and specialty	AM	PM	ND
<i>Vascular acute pain and general medicine</i>	(Up to 5 patient load per RN/ EN)	(Up to 6 patient load per RN/ EN)	Charge (Up to 10 patients per RN/EN)
Hudson <i>Urology and specialty surgery</i>	1 RN/EN: 5 patients plus In Charge	1 RN/EN: 5 patients plus In Charge	1:7.5* including In Charge (Up to 10 patients per RN/EN)
Gee <i>General medicine</i>	1:4* plus In Charge (Up to 6 patient load per RN/EN)	1:5* plus In Charge (Up to 6 patient load per RN/EN)	1:7.5* including In Charge (Up to 10 patients per RN/EN)
Radley <i>Neurosciences and neurology</i>	1:3.6* plus In Charge (Up to 5 patient load per RN/EN)	1:4.8* plus In Charge (Up to 6 patient load per RN/EN)	1:7.25* including In Charge (Up to 10 patients per RN/EN)
Burnside <i>General medicine</i>	1:4.1* plus In Charge (Up to 6 patient load per RN/EN)	1:4.8* plus In Charge (Up to 6 patient load per RN/EN)	1:7.25* including In Charge (Up to 10 patients per RN/EN)
Knight <i>Colorectal and general surgery</i>	1:4.4* plus In Charge (Up to 5 patient load per RN/EN)	1 RN/EN: 5 patients plus In Charge	1:8* including In Charge (Up to 10 patients per RN/EN)
Sharpe <i>Orthopaedics</i>	1 RN/EN: 5 patients plus In Charge	1 RN/EN: 5 patients plus In Charge	1:8* including In Charge (Up to 10 patients per RN/EN)
Butler <i>Cardiothoracic and cardiology</i>	1:4.1* plus In Charge (Up to 5 patient load per RN/EN)	1:5.8* plus In Charge (Up to 6 patient load per RN/EN)	1:7.25* including In Charge (Up to 10 patients per RN/EN)
Poon <i>Oncology Haematology Palliative</i>	1:3.75* plus In Charge (Up to 5 patient load per RN/EN)	1:5* plus In Charge (Up to 6 patient load per RN/EN)	1:7.5* including In Charge (Up to 10 patients per RN/EN)
Rehabilitation	1:5.1* including In Charge (Up to 6 patient load per RN/EN)	1:6* including In Charge (Up to 6 patient load per RN/EN)	1 RN/EN: 12 patients including In Charge (Up to 12 patients including In Charge)
Wooller Ward (Paediatrics & short stay surgical unit)	1 RN/EN: 5 patients including In Charge	1 RN/EN: 5 patients including In Charge	1 RN/EN: 8 patients including In Charge (Up to 5 paediatric patients per RN/EN)

*** Denotes that this ratio incorporates RN, EN and AIN hours**

- (f) Nurses who are designated 'In Charge' will not be allocated a patient load in those wards / units where the nurse-to-patient ratio specified in subclauses 49.3(b) and 49.3(e) is expressed as 'plus In Charge', unless there is an unplanned absence in the unit and the employee cannot be replaced, in which case the designated in charge nurse may be allocated a patient load.
- (g) The skill mix establishment for every ward/unit, will include 75% Registered Nurses / Registered Midwives (excluding ICU, CCU and Birth Unit). Each shift will comprise of nurses with the required qualifications, experience and competency to provide safe patient care.
- (h) Staff performing positions such as AHMs, NUMs, Clinical Nurse Educators (CNEs), Clinical Nurse Consultants (CNCs), or wards persons are in addition to the minimum ratios provided for in subclauses 49.3(b) and 49.3(e).

49.4. Replacing Leave Absences

- (a) Leave absences including sick leave will be replaced by the same skilled level of nurse/midwife or a nurse/midwife of a higher classification e.g.: RN with RN, EN with EN as far as practicable.
- (b) If all avenues to backfill the absence with a nurse or midwife at the same classification are exhausted and the only remaining option is to backfill the absence with a nurse or midwife of a lower classification, the NUM/MUM/In Charge must be satisfied that the delivery of high quality patient care in the ward/unit can be safely and appropriately performed by a nurse/midwife of another nursing/midwifery classification within the overall skill mix of the ward/unit.

49.5. Specials In Addition

- (a) The NUM/MUM/In Charge will allocate nurses and/or midwives to patients clinically assessed as needing specialised care. This is in addition to the rostered nursing and midwifery hours for each ward and unit. Specials are in addition to NHPPD for inpatient wards covered by clause 49.2(a).

49.6. Allocation of Patient Load - In Charge of Ward/Unit Considerations for a patient load.

- (a) In determining the allocation of a patient load, the employer agrees to consider the In-Charge workload, including but not limited to, the following factors:
 - (1) all tasks and responsibilities that are required to be undertaken as part of the role and shift;
 - (2) professional standards and obligations;
 - (3) skill mix on the ward/unit;
 - (4) occupancy;
 - (5) patient acuity, and
 - (6) where after hours/weekend surgery is performed;

49.7. Review Allocation of Patient Load

- (a) A nurse/midwife in a ward/unit may request a review of the patient load where they consider that their professional obligations or safe patient care is at risk.

49.8. Required Staffing Levels

- (a) The following will be considered when determining the staffing levels required and clinical workloads of nurses and midwives including NUM/MUM/In Charge:
 - (1) nursing hours per patient day (provided that this will cease to be a consideration on and from 1 July 2023);
 - (2) the clinical assessment of patient acuity;
 - (3) skill mix and specialisation;

- (4) geography and facility layout;
- (5) the maintenance of safe working conditions in accordance with relevant guidelines and statutory Workplace Health and Safety legislation;
- (6) professional nursing and midwifery standards, obligations and codes of conduct set down by relevant regulatory bodies;
- (7) the completion of mandatory e-learning modules,
- (8) access to meal and rest breaks and
- (9) licensing standards (Private Health Facilities Act 2007 NSW and Private Health Facilities Regulation 2017 NSW) as amended from time to time.

50. Nursing And Midwifery Professional Standards

50.1. Upholding Professional Obligations

- (a) Adventist HealthCare is committed to quality patient care and to supporting nurses and midwives compliance with their registration and recognising their professional obligations.
- (b) Accordingly, Adventist HealthCare will as part of the operating practices give consideration to the Australian College of Perioperative Nurses (ACORN) Standards for Perioperative Services.
- (c) Where a nurse/midwife or group of nurses/midwives consider that their ability to provide safe patient care may be compromised, or they are unable to safely transfer care of their patients to other rostered nursing/midwifery employees, and where this may put their professional registration at risk, they have a responsibility to report this immediately to their NUM/MUM, or after hours to the Team Leader or After Hours Manager (ADON)

50.2. Addressing Immediate Workload Concerns

- (a) The NUM/MUM/In Charge is responsible to ensure the health and safety of employees and has a duty of care to the patient to ensure the provision of safe, person-centred and evidence-based patient care.
- (b) The NUM/MUM/In Charge must comply with their own professional obligations in accordance with their registration and delegation responsibilities. When addressing immediate workload concerns, the NUM/MUM will utilise their professional judgement, and where required consult with the Service Director. The NUM/MUM will then immediately implement a solution such as:
 - (1) Reallocate patients / alter case mix where possible;
 - (2) Limit admissions when discharges occur from the ward / unit;
 - (3) Prioritise clinical nursing / midwifery activities and tasks;
 - (4) Offer additional hours for part-time staff;
 - (5) Use reasonable overtime;
 - (6) Engage casual / agency nursing staff; or
 - (7) Deploy nurses / midwives from other wards / units with relevant experience and competencies on the basis that it is safe to transfer care of their patients to other rostered nurses / midwives; and
 - (8) Implement other appropriate measures.
- (c) An employee or employees who have raised workload concerns must document the concern in Riskman as soon as possible.

50.3. Addressing Unreasonably Heavy Workloads On A Regular Basis

- (a) Where an employee or group of employees feels workloads are unreasonably heavy on a regular basis, then they have an opportunity and responsibility to discuss their concerns with their immediate manager who will investigate the request and will make every endeavour to provide a response within 48 hours.

- (b) Where the employee or group of employees is not satisfied that appropriate action has been taken to address the workload issues, the matter shall be referred to the Service Director and if still unresolved the employee or group of employees may utilise the Resolution of Disputes Clause.
- (c) The employer will include workloads issues in operational staff meetings at ward and/or unit level. Workloads shall be an agenda item at such meetings and employees shall be encouraged to raise issues of concern regarding workloads at such meetings. Management accepts and commits to consider and respond to all concerns about workloads raised at such meetings

50.4. Training

(a) Mandatory Training

- (1) The NUM/MUM will facilitate and prioritise time for employees to complete mandatory training modules and e-learning during rostered shifts.
- (2) When employees are directed to undertake mandatory training during ordinary working hours there shall be explicit consideration given by the employer to the practicability of undertaking such training having regard to other clinical duties, daily schedules and responsibilities, access to e-learning modules, access to screens where necessary and all associated "workload" issues.
- (3) It is acknowledged that mandatory training may occur outside ordinary hours of work. This will be regarded as work time outside ordinary hours and shall be paid as per clause 38. The NUM/MUM must authorise any proposed training time outside ordinary hours in advance in accordance with Clause 38.

(b) Advanced Life Support Training

- (1) For patient safety the NUM/MUM is responsible to ensure that an adequate number of nurses and midwives are trained in Advanced Life Support on each shift.
- (2) Advanced Life Support and refresher training however titled will be provided during paid time.

(c) Face to Face Training

- (1) Where an employee or group of employees identify a specific need, face to face training may be provided to adequately skill employees in de-escalation and emergencies (eg Mental Health). This is subject to the employer's approval; however the employer will not unreasonably withhold such training to ensure a safe workplace.

50.5. Access To Dispute Resolution Procedure

- (a) Where a matter is still unresolved the employee or group of employees may utilise the Resolution of Disputes Clause.

51. Family Violence Leave

51.1. This clause applies to all Employees, including casuals.

51.2. Definitions

(a) In this clause:

- (1) **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.
- (2) **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.
- (iv) A reference to a spouse or de facto partner in the definition of family member above includes a former spouse or de facto partner.

51.3. Entitlement to leave

- (a) A full-time and part-time Employee is entitled to 10 days' paid leave and 5 days' unpaid leave, and a casual Employee is entitled to 10 days' unpaid leave to deal with family and domestic violence, as follows:
 - (1) the leave is available in full at the start of each 12 month period of the Employee's employment; and
 - (2) the leave does not accumulate from year to year; and
 - (3) is available in full to part-time and casual Employees.
- (b) 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.
- (c) An Employee who supports a person experiencing family violence may take carer's leave to accompany them to court, to hospital, or to mind children, subject to the Employee producing to the Employer evidence that would satisfy a reasonable person establishing the reason for taking such leave (a statutory declaration will be satisfactory evidence).

51.4. Taking leave to deal with family and domestic violence

- (a) An Employee may take leave to deal with family and domestic violence if the Employee:
 - (1) is experiencing family and domestic violence; and
 - (2) 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.
- (b) 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.

51.5. 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. Paid leave will count as service.

51.6. Notice and evidence requirements

- (a) Notice

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

 - (1) must be given to the Employer as soon as practicable (which may be a time after the leave has started); and
 - (2) must advise the Employer of the period, or expected period, of the leave.
- (b) Evidence
 - (1) An Employee who has given the Employer notice of the taking of leave under this clause must, if required by the Employer, give the Employer evidence that would satisfy a reasonable person that the leave is taken for the purpose specified in clause 51.4.

- (2) Depending on the circumstances such evidence may include a document issued by the police service, a court, a doctor, district nurse, maternal and health care nurse, a lawyer or a family violence support service, or a statutory declaration.

51.7. Confidentiality

- (a) Employers must take steps to ensure information concerning any notice an Employee has given, or evidence an Employee has provided under clause 51.6, is treated confidentially, as far as it is reasonably practicable to do so.
- (b) Nothing in clause 51 prevents the Employer from disclosing information provided by an Employee if the disclosure is required by an Australian law or is necessary to protect the life, health or safety of the Employee or another person.

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

51.8. Individual Support

- (a) In order to provide support to an Employee experiencing family violence and to provide a safe work environment to all Employees, the Employer will approve a request from an Employee experiencing family violence for the following, providing the request is reasonable in all the circumstances:
 - (1) changes to their span of hours or pattern or hours and/or shift patterns;
 - (2) job redesign or changes to duties within their skills and capabilities;
 - (3) relocation to suitable employment within the workplace;
 - (4) a change to their telephone number or email address to avoid harassing contact;
 - (5) any other appropriate measure including those available under existing provisions for family friendly and flexible work arrangements.
- (b) An Employee experiencing family violence will be offered a referral to the relevant local resources.
- (c) The Employer will make available a pack of resource information in regard to family violence and support services available. An employee that discloses to their supervisor that they are experiencing family violence will be given a resource pack of information regarding support services.

51.9. Compliance

An Employee is not entitled to take leave under clause 51 unless the Employee complies with clause 51.

52. Clinical Support

52.1. AHCL will continue to appoint a Clinical Nurse Specialist for 8 hours on an afternoon/evening shift Monday to Sunday at the Sydney Adventist Hospital site.

52.2. Clinical support will not be provided during the period of annual close down.

53. Flexible working arrangements

53.1. The NES provides particular Employees who have completed at least 12 months continuous service with the Employer with an entitlement to request a flexible working arrangement in the following circumstances:

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

- (d) the Employee is 55 or older;
- (e) the Employee is experiencing violence from a member of the Employee's family and/or the Employee provides care or support to a member of the Employee's immediate family, or a member of the Employee's household, who requires care or support because the member is experiencing the violence from the member's family.

53.2. The Employer may only refuse the request on reasonable business grounds. In addition to the NES, if the Employer does not agree to the Employee's request, the Employer must discuss the request with the Employee to better understand the Employee's circumstances and then the Employer must provide any available counter-proposals to the Employee in writing. Any agreed arrangement must be recorded in writing.

54. Representative Leave

54.1. Leave to attend trade union and union delegate courses/ seminars shall be as follows:

- (a) To a maximum of four (4) days per year without pay (1 January to 31 December) for the totality of all applications of trade union, union delegate training leave, attendance at association conferences, meetings and courses provided that:
 - (1) The scope, content and level of the courses are directed to the enhancement of the operation of the settlement of dispute procedures;
 - (2) That two (2) weeks' notice is provided to the Employer;
 - (3) The approval of leave must have regard to the operational requirements of the Employer.

54.2. Leave of absence granted pursuant to this clause shall count as service for all purposes of this Agreement.

PART B– Monetary Rates

Table 1 –Salaries

Classification	CURRENT (\$ Per Week)	FFPPOOA 1 July 2022 (\$ Per Week) 3%	FFPPOOA 1 July 2023 (\$ Per Week) 3%	FFPPOOA 1 July 2024 (\$ Per Week) 3.25%
Assistant in Nursing, Assistant in Midwifery and Trainee Enrolled Nurse				
First year of experience	\$941.96	\$970.22	\$999.33	\$1,031.81
Second year of experience	\$972.12	\$1,001.28	\$1,031.32	\$1,064.84
Third year of experience	\$1,002.57	\$1,032.65	\$1,063.63	\$1,098.20
Thereafter	\$1,033.98	\$1,065.00	\$1,096.95	\$1,132.60
Enrolled Nurse (without Medication Qualification)				
First year of experience	\$1,156.12	\$1,190.80	\$1,226.52	\$1,266.38
Second year of experience	\$1,181.60	\$1,217.05	\$1,253.56	\$1,294.30
Third year of experience	\$1,206.88	\$1,243.09	\$1,280.38	\$1,321.99
Fourth year of experience	\$1,232.62	\$1,269.60	\$1,307.69	\$1,350.19
Thereafter	\$1,258.23	\$1,295.98	\$1,334.86	\$1,378.24
Enrolled Nurse				
First year of experience	\$1,179.24	\$1,214.62	\$1,251.06	1291.72
Second year of experience	\$1,205.24	\$1,241.40	\$1,278.64	1320.2
Third year of experience	\$1,230.97	\$1,267.90	\$1,305.94	1348.38
Fourth year of experience	\$1,257.25	\$1,294.97	\$1,333.82	1377.17
Thereafter	\$1,283.41	\$1,321.91	\$1,361.57	1405.82
Enrolled Nurse (SAN Grade 4)	\$1,310.94	\$1,350.27	\$1,390.78	1435.98
Nurse undergoing pre-registration training	\$1,130.26	\$1,164.17	\$1,199.09	\$1,238.06

Classification	CURRENT (\$ Per Week)	FFPPOA 1 July 2022 (\$ Per Week) 3%	FFPPOA 1 July 2023 (\$ Per Week) 3%	FFPPOA 1 July 2024 (\$ Per Week) 3.25%
Registered Nurse/Midwife				
First year of experience	\$1,310.94	\$1,350.27	\$1,390.78	\$1,435.98
Second year of experience	\$1,382.18	\$1,423.65	\$1,466.36	\$1,514.02
Third year of experience	\$1,453.57	\$1,497.18	\$1,542.10	\$1,592.22
Fourth year of experience	\$1,529.93	\$1,575.83	\$1,623.10	\$1,675.85
Fifth year of service	\$1,605.72	\$1,653.89	\$1,703.51	\$1,758.87
Sixth year of service	\$1,681.68	\$1,732.13	\$1,784.09	\$1,842.07
Seventh year of service	\$1,768.15	\$1,821.19	\$1,875.83	\$1,936.79
Eighth year of service	\$1,841.05	\$1,896.28	\$1,953.17	\$2,016.65
Registered Nurse/Midwife (SAN Grade 4)	\$1,926.14	\$1,983.92	\$2,043.44	\$2,109.85
Clinical Nurse/Midwifery Specialist	\$2,001.12	\$2,061.15	\$2,122.99	\$2,191.99
Clinical Nurse/Midwifery Educator	\$2,001.12	\$2,061.15	\$2,122.99	\$2,191.99
Nurse/Midwifery Educator				
First year	\$2,125.35	\$2,189.11	\$2,254.78	\$2,328.06
Second year	\$2,185.24	\$2,250.80	\$2,318.32	\$2,393.67
Third year	\$2,238.79	\$2,305.95	\$2,375.13	\$2,452.32
Fourth year	\$2,355.56	\$2,426.23	\$2,499.01	\$2,580.23
Senior Nurse/ Midwifery Educator				
First year	\$2,412.69	\$2,485.07	\$2,559.62	\$2,642.81
Second year	\$2,461.12	\$2,534.95	\$2,611.00	\$2,695.86
Third year	\$2,544.66	\$2,621.00	\$2,699.63	\$2,787.37

Classification	CURRENT (\$ Per Week)	FFPPOA 1 July 2022 (\$ Per Week) 3%	FFPPOA 1 July 2023 (\$ Per Week) 3%	FFPPOA 1 July 2024 (\$ Per Week) 3.25%
Case Manager	\$2,309.28	\$2,378.56	\$2,449.92	\$2,529.54
Prosthetics Coordinator	\$2,344.37	\$2,414.70	\$2,487.14	\$2,567.97
Clinical Nurse/Midwifery Consultant				
Grade 1, Year 1	\$2,355.56	\$2,426.23	\$2,499.01	\$2,580.23
Grade 1, Year 2	\$2,371.93	\$2,443.09	\$2,516.38	\$2,598.16
Grade 2, Year 1	\$2,418.98	\$2,491.55	\$2,566.30	\$2,649.70
Grade 2, Year 2	\$2,466.16	\$2,540.14	\$2,616.35	\$2,701.38
Grade 3, Year 1	\$2,561.47	\$2,638.31	\$2,717.46	\$2,805.78
Grade 3, Year 2	\$2,609.29	\$2,687.57	\$2,768.20	\$2,858.16
Nursing/Midwifery Unit Manager				
Level I	\$2,553.25	\$2,629.85	\$2,708.74	\$2,796.78
Level II	\$2,694.76	\$2,775.60	\$2,858.87	\$2,951.78
Level III	\$2,793.26	\$2,877.06	\$2,963.37	\$3,059.68
Assistant Director of Nursing – 100 beds & over	\$2,793.26	\$2,877.06	\$2,963.37	\$3,059.68
Nurse Practitioner				
Year 1	\$2,609.29	\$2,687.57	\$2,768.20	\$2,858.16
Year 2	\$2,659.89	\$2,739.69	\$2,821.88	\$2,913.59
Year 3	\$2,725.67	\$2,807.44	\$2,891.66	\$2,985.64
Year 4	\$2,791.95	\$2,875.71	\$2,961.98	\$3,058.24

Table 2 – Other Rates and Allowances

ITEM	Salary Related Allowances		CURRENT	FFPPOOA 1 July 2022 (\$ Per Week) 3%	FFPPOOA 1 July 2023 (\$ Per Week) 3%	FFPPOOA 1 July 2024 (\$ Per Week) 3.25%
1	In charge hospital day, evening or night shift	per shift	32.03998	33.00118	33.99122	35.09593
2	In charge ward/unit in absence of NUM	per shift	32.03998	33.00118	33.99122	35.09593
3	In charge ward/unit & hospital	per shift	65.15906	67.11383	69.12724	71.37388
4	On call:	per hour	4.79336	4.93716	5.08527	5.25054
5	On call (minimum payment)	Minimum 6 hrs	28.76018	29.62299	30.51168	31.50331
6	On call on days off:	per hour	8.11948	8.36306	8.61395	8.8939
7	On call on days off (minimum payment)	Minimum 7 hrs	56.83638	58.54147	60.29771	62.25739
8	On call during meal break	per occurrence	15.99235	16.47212	16.96628	17.51768
9	Telephone allowance	Per 4 week period	27.57053	28.39765	29.24958	30.20019
10	Lead apron allowance	per hour	2.26890	2.33697	2.40708	2.48531
11	Meal allowance OT	per meal	24.83233	25.5773	26.34462	27.20082
12	Uniform	per week	8.74322	9.00552	9.27569	9.57715
13	Shoes	per week	2.69766	2.77859	2.86195	2.95496

ITEM	Salary Related Allowances		CURRENT	FFPPOOA 1 July 2022 (\$ Per Week) 3%	FFPPOOA 1 July 2023 (\$ Per Week) 3%	FFPPOOA 1 July 2024 (\$ Per Week) 3.25%
14	Cardigan or Jacket	per week	2.64227	2.72154	2.80319	2.89429
15	Stockings	per week	4.52377	4.65948	4.79926	4.95524
16	Socks	per week	0.89926	0.92624	0.95403	0.98504
17	Laundry	per week	7.26292	7.48081	7.70523	7.95565
18	Management Certificate Allowance (NUMS)	per week	59.73616	61.52824	63.37409	65.43375
19	Continuing Education Qualification	per week				
	- Graduate Certificate		49.07324	50.54544	52.0618	53.75381
	- Graduate Diploma		49.07324	55.69544	62.5163	69.71058
	- Masters		65.43099	72.54392	79.87024	87.62852
	- Doctorate		65.43099	72.54392	79.87024	87.62852

Table 3 – Relevant Graduate Certificate, Graduate Diploma, Masters or Doctorate

Critical Care	Perioperative	Medical/ Surgical	Midwifery	Paediatrics	San Education	Rehabilitation	SDSH
High Dependency Acute Care Cardiac Nursing Cardiothoracic Critical Care Emergency/Trauma Neuro Surgery Spinal Intensive Care Anaesthetics and Recovery Bariatric Coronary Care Neuroscience	Operating Theatre Perioperative Anaesthetics/Recovery *Critical Care *Intensive Care *Anaesthetics and Recovery only Bariatric	Breast cancer nursing Cardiothoracic High dependency Neuroscience Continenence Surgical Nursing Gastroenterology Colorectal Medical Nursing Cancer Nursing Palliative Care Nursing Oncology Orthopaedic Renal Nephrology Urology Respiratory Stomal Therapy Neuro Surgery Plastics Bariatric Gerontology Rehabilitation (Medical only) Dementia Care Ophthalmology Pain Management Acute Care	Midwifery Neonatal Intensive Care Women’s Health Lactation and Infant Feeding	Paediatrics Neonatology / Neonatal Paediatric and Child Health	Adult Education Clinical Education Other as noted for clinical area	Rehabilitation	Ophthalmology Critical Care Intensive Care Operating Theatre Perioperative Bariatric

I am authorised to sign this Agreement on behalf of Adventist HealthCare Limited



BRETT GOODS, CEO

SIGNATURE

PRINT NAME AND AUTHORITY/TITLE

Address:

185 Fox Valley Road WAHROONGA NSW 2076

Date 5 October 2022



.....
Shaye Candish
Branch Secretary
Australian Nursing and Midwifery Federation
New South Wales Branch
50 O'Dea Ave
WATERLOO NSW 2017



.....
WITNESS
Michael Whaites
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.

I am authorised to sign this Agreement as the nominated employee bargaining representative.

SIGNATURE

PRINT NAME AND AUTHORITY/TITLE

Address:

Date