



DECISION

Fair Work Act 2009
s.185—Enterprise agreement

South Coast Private Pty Ltd T/A South Coast Private Hospital
(AG2022/2306)

AURORA HEALTHCARE (NEW SOUTH WALES HOSPITALS) AND THE NSWNMA/ANMF NSW BRANCH ENTERPRISE AGREEMENT 2022-2024

Health and welfare services

DEPUTY PRESIDENT EASTON

SYDNEY, 11 AUGUST 2022

Application for approval of the Aurora Healthcare (New South Wales Hospitals) and the NSWNMA/ANMF NSW Branch Enterprise Agreement 2022-2024.

[1] South Coast Private Pty Ltd T/A South Coast Private Hospital (**the Applicant**) has made an application for the approval of the *Aurora Healthcare (New South Wales Hospitals) and the NSWNMA/ANMF NSW Branch Enterprise Agreement 2022-2024* (**the Agreement**). The application was made under s.185 of the *Fair Work Act 2009* (**the Act**).

[2] The Agreement is a multi-enterprise agreement, covering five employers: the Applicant, Central Lakes Hospital Pty Ltd T/A Toronto Private Hospital, Healthe Care Hironnelle Pty Ltd T/A Hironnelle Private Hospital, The Hills Clinic Pty Ltd T/A The Hills Clinic, Westmead Rehabilitation Hospital Pty Ltd T/A Westmead Rehabilitation Hospital (**the Employers**). The Australian Nursing and Midwifery Federation NSW Branch (**ANMF**) was a bargaining representative.

[3] The Employers have provided written undertakings, a copy of which are attached as Annexure A to this decision. The undertakings can be accepted under s.190 of the Act because I am satisfied that they will not cause financial detriment to any employee covered by the Agreement and will not result in substantial changes to the Agreement. The undertakings are taken to be a term of the agreement pursuant to s.191 of the Act.

[4] Subject to the Employers' undertakings, I am satisfied that each relevant requirement in sections 186, 187, 188 and 190 of the Act has been met.

[5] The Notice of Employee Representational Rights (**NERR**) did not contain the prescribed content as required by s.174 of the Act. The Applicant submitted that Aurora Healthcare was listed on the NERR and not on the Form F16 and Form F17 as it is an entity that does not have any employees. The Applicant acknowledges the typographical error in the

NERR and the omission of “-2024” in Clause 1 of the Agreement. The Applicant submits that the correct title of the Agreement should be “*Aurora Healthcare (New South Wales Hospitals) and the NSWNMA/ANMF NSW Branch Enterprise Agreement 2022-2024*” instead of “*Aurora Healthcare (New South Wales Hospitals) and the NSWNMA/ANMF NSW Branch Enterprise Agreement 2022*”. It says that the intention when the notice was issued was that bargaining would conclude in 2021. I am satisfied that these matters are minor procedural and/or technical errors under s.188(2) of the Act and the employees are not likely to have been disadvantaged by the errors. Pursuant to s.586 of the Act, the Agreement name is amended to “*Aurora Healthcare (New South Wales Hospitals) and the NSWNMA/ANMF NSW Branch Enterprise Agreement 2022-2024*”.

[6] The ANMF has raised the following issues with the Agreement:

- **Definitions** – Clause 6.1(n) is a less beneficial term than the equivalent term in the *Nurses Award 2020* (Award) and that under the Agreement, part-time and casual employees will receive pay point progression after 1976 hours of employment, while under the Award, the same employees receive pay point progression after 1786 hours of experience (per clause 15.7(a)(ii)).
- **Attendance at Meetings and Fire Drills** – Clause 30 is a less beneficial term than the equivalent term in the Award and that under the Agreement, employees who are required to perform duty outside their ordinary hours of work in compulsory fire safety practices or Work Health and Safety Committee or Board of Management meetings as an employee representative will only be paid ordinary time rates of pay for their participation in these meetings. Under the Award, employees would be paid at the relevant overtime rate as outlined in Clause 19 of the Award.

[7] The Employers indicated that Clauses 6.1(g) and 6.1(n) are legacy provisions from the *Healthe Care Pty Ltd (New South Wales Hospitals) and the NSWNMA/ANMF NSW Branch Enterprise Agreement 2017* and are consistent across the Aurora group. The Employers submit that the Agreement is based on the 1976 hours of “employment”, whereas the Award is based on 1786 hours of “experience”. Under the Award, the employers say, periods of leave do not count towards the 1786 hours of “experience”, whereas periods of leave would count towards the 1976 hours of employment. In the alternate, even if there is a disadvantage for casual employees in relation to progression, those casual employees remain better off overall under the Agreement because of the taking into account the above-Award rates of pay.

[8] The Employers also argue that Work Health and Safety Committee or Board of Management meetings only occur approximately monthly or bimonthly. These meetings are usually one hour long and take place within normal working hours. Attendees are middle managers and an employee representative who is generally higher paid (i.e. not AIN). The employers argue that even if a meeting were to occur outside of normal working hours from time to time each attendee would still be better off overall under the Agreement. I accept the Employers’ submissions in this regard.

[9] I note that the following clauses are potentially inconsistent with the National Employment Standards (NES):

- Clause 44.1.4 – Personal/Carer’s Leave
- Clause 47.2 – Compassionate Leave
- Clause 58.2.2 – Termination of Employment

[10] Noting the undertaking provided by the Employers and the NES Precedence clause at 5.1 provided in the Agreement, I am satisfied that the more beneficial entitlements of the NES will prevail where there is an inconsistency between the Agreement and the NES.

[11] The ANMF was a bargaining representative for the Agreement and has given notice under s.183 of the Act that it wants the Agreement to cover it. In accordance with s.201(2) I note that the Agreement covers the ANMF.

[12] The Agreement is approved and, in accordance with s.54 of the Act, will operate from 18 August 2022. The nominal expiry date of the Agreement is 31 March 2025.



DEPUTY PRESIDENT

Printed by authority of the Commonwealth Government Printer

<AE516979 PR744700>

Annexure A

IN THE FAIR WORK COMMISSION

Matter No: AG2022/2306

Applicants: South Coast Private Pty Ltd ACN 151 778 719
Central Lakes Hospital Pty Ltd ACN 001 461 561
Healthcare Hironde Pty Ltd ACN 618 003 384
The Hills Clinic Pty Ltd ACN 131 435 508
Westmead Rehabilitation Hospital Pty Ltd ACN 131 435 508

Section 185 – Application for approval of a single enterprise agreement

Undertakings- Section 190

I, Daria Simic, Chief Operating Officer of Aurora Healthcare give the following undertakings with respect to the *Aurora Healthcare (NSW Hospitals) and NSWNMA ANMF NSW Branch Enterprise Agreement 2022-2024 (Agreement)*:

1. I have the authority given to me by each of the Applicants, being single interest employers within the Aurora Healthcare group, to provide these undertakings in relation to the application for approval of the Agreement before the Fair Work Commission.
2. For the purposes of the National Employment Standards in the *Fair Work Act 2009* (Cth) (**Act**), the Applicants confirm that the definition of shiftworker is an employee who works their ordinary hours on Sundays and/or public holidays in accordance with clause 43.10.1 of the Agreement.
3. The Applicants undertake to provide compassionate leave to employees under clause 47.2 of the Agreement on each permissible occasion set out in section 104 of the Act.
4. These undertakings are provided on the basis of issues raised by the Fair Work Commission in the application before the Fair Work Commission.

D Simic

Signature

09/08/2022

Date

Aurora Healthcare (NSW Hospitals) and NSWNMA ANMF NSW Branch Enterprise Agreement 2022-2024

Rollout Version, 7 June 2022

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

Contents

Application and Operation	5
1 Name of the Agreement	5
2 Coverage of Agreement	5
3 Duration of Agreement	5
4 Posting of the Agreement.....	5
5 Relationship to the National Employment Standards & Award	5
6 Definitions	5
7 Individual Flexibility Arrangements.....	7
Consultation and Dispute Resolution	7
8 Consultation regarding Change	7
9 Dispute Resolution Procedure	8
Types of Employment and Classifications	9
10 Full-time Employees.....	9
11 Part-time Employees.....	9
12 Casual Employees.....	10
13 Classifications	11
14 Recognition of Service and Experience.....	11
15 Deputy Directors of Nursing and, Assistant Directors of Nursing.....	12
16 Medical Examination of Nurses	12
17 Domestic Work.....	13
18 Labour Flexibility	13
19 Staffing Levels.....	13
20 Registration or Enrolment Pending.....	15
21 Traineeships.....	15
Hours of Work and Work Location	19
22 Hours of Work - Employees other than Directors of Nursing	19
23 Hours of Work - Directors of Nursing.....	22
24 Banking of Hours	22
25 Make-up time	23
26 Rostered Days Off (RDOs)	23
27 Patient Escort Duty	23
28 Rosters	23
29 Lactation Provisions	24
30 Attendance at Meetings and Fire Drills.....	24
31 Work Location	24
32 Staff Amenities.....	24

Wages and Related Matters.....	25
33 Wages	25
34 Superannuation	25
35 Special Allowances	27
36 Continuing Education Allowance	28
37 Fares and Expenses	30
38 Telephone Allowance.....	30
39 Uniform and Laundry Allowances	30
40 Higher Grade Duty	30
Penalty Rates and Overtime.....	31
41 Penalty Rates for Shift Work and Weekend Work	31
42 Overtime	32
Leave and Public Holidays.....	34
43 Annual Leave.....	34
44 Personal/Carer's Leave.....	38
45 Domestic and Family Violence Leave and Other Support.....	39
46 Long Service Leave.....	40
47 Compassionate Leave	41
48 Parental Leave	42
49 Representative Leave.....	43
50 Emergency Services Leave.....	44
51 Ceremonial leave	44
52 Jury Service	44
53 Purchased Leave	44
54 Examination Leave	44
55 Special Leave.....	45
56 Natural Disaster Leave.....	45
57 Professional Development and Compulsory Training	45
Termination of Employment and Redundancy.....	46
58 Termination of Employment.....	46
59 Redundancy	47
Other Matters	48
60 Union Facilities, Noticeboard and Inductions	48
61 Flexible Work Arrangements	49
Appendix 1: Wage Rate and Allowances	50
Signatures	55
Schedule A: Hospitals covered under this Agreement	56

Schedule B: Nursing Staff Classifications	57
-------------------------------------------------	----

Application and Operation

1 Name of the Agreement

This Agreement shall be called *Aurora Healthcare (New South Wales Hospitals) and the NSWNMA/ANMF NSW Branch Enterprise Agreement 2022* (“**Agreement**”).

2 Coverage of Agreement

2.1 This Agreement shall cover:

- (a) Aurora Healthcare (NSW Hospitals) as per Schedule A (collectively referred to as “**Employer**”); and
- (b) Nursing staff employed by the Employer in classifications listed in Schedule B (“**Employees**”); and
- (c) in accordance with the requirements of Act, the New South Wales Nurses and Midwives’ Association (“**NSWNMA**”) and, Australian Nursing and Midwifery Federation NSW Branch (“**ANMF**”) (collectively referred to as “**Association**”) of 50 O’Dea Avenue, Waterloo, Sydney, NSW 2017.

3 Duration of Agreement

- 3.1 The Agreement shall commence operation from the 7th day after the Agreement is approved by the FWC and will remain in place until 31 March 2025, or thereafter in accordance with the Act.
- 3.2 The parties agree that discussions shall commence for a new agreement no later than six months prior to the expiry date of the Agreement.
- 3.3 This Agreement contains all the terms and conditions of employment for Employees covered by the Agreement and shall apply to all Employees employed pursuant to the classifications listed in Schedule B employed by the Employer.

4 Posting of the Agreement

A copy of this Agreement shall be displayed in a conspicuous and convenient place at the workplace so as to be easily read by all Employees.

5 Relationship to the National Employment Standards & Award

- 5.1 Entitlements in accordance with the NES are provided for under the Act. 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.

5.2

Subject to the provisions of the Act, this Agreement operates in place of any award (including a modern award) unless specifically referred to within this Agreement

6

Definitions

6.1

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

- (a) “**Act**” means the *Fair Work Act 2009* (Cth).
- (b) “**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.
- (c) “**Award**” means the *Nurses Award 2020*.
- (d) “**Board**” means the Nursing and Midwifery Board of Australia and shall also be taken to mean the Australian Health Regulation Agency.
- (e) “**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.
- (f) “**DON**” means Director of Nursing.
- (g) “**Experience**” in relation to a Trainee Enrolled Nurse, Enrolled Nurse, or Assistant in Nursing means experience before and/or after the commencement of this Agreement

- whether within New South Wales or elsewhere and in the case of a trainee enrolled nurse, Enrolled Nurse or Assistant in Nursing who was formerly a student nurse includes experience as such student nurse. For the purpose of determining the year of experience for part-time or casual employment a year of experience shall be 1976 hours of employment.
- (h) **"FWC"** means the Fair Work Commission.
- (i) **"Immediate family"** of an Employee means:
- (i) a spouse, de facto partner, child, parent, grandparent, grandchild or sibling of the Employee; or
 - (ii) a child, parent, grandparent, grandchild or sibling of a spouse or de facto partner of the Employee.
 - (iii) spouse includes a former spouse.
 - (iv) de facto partner of an Employee 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 includes a former de facto partner of the Employee.
- (j) **"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 in private hospitals and Day Procedure Centres that are located within the private hospital.
- (k) **"Hospital"** means a private hospital and a day procedure centre as defined by the *Private Health Facilities Act 2007* (NSW).
- (l) **"NES"** means the National Employment Standards in the Act.
- (m) **"NUM"** means Nursing Unit Manager.
- (n) **"Service"** for the purpose of clause 33, means service before or after the commencement of this Agreement in New South Wales or elsewhere as a Registered Nurse, provided that all service recognised prior to the commencement of this Agreement shall continue to be recognised.
- To the foregoing shall be added any actual periods on and from January 1971 during which a Registered Nurse undertook a post-basic course whilst an Employee of and rendering service in an institution or hospital and such course is recognised by the Board or acceptable to the Health Administration Corporation of New South Wales, or is one of the following certificate or diploma courses:
- (i) Associate Diploma in Community Health - College of Nursing, Australia; NSW College of Nursing.
 - (ii) Associate Diploma in Nursing Administration - College of Nursing, Australia; NSW College of Nursing.
 - (iii) Associate Diploma in Nursing Education - College of Nursing, Australia; NSW College of Nursing; Newcastle College of Advanced Education.
 - (iv) Certificate in Operating Theatre Management - NSW College of Nursing, Australia.
 - (v) Certificate in Operating Theatre Technique - College of Nursing, Australia.
 - (vi) Certificate in Coronary Care - NSW College of Nursing.
 - (vii) Certificate in Orthopaedic Nursing - NSW College of Nursing.
 - (viii) Certificate in Ward Management - NSW College of Nursing.
 - (ix) Occupational Health Nursing Certificate - NSW College of Nursing.
- Provided that no more than three such courses shall count as service.

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

For the purpose of determining the year of service for part-time or casual employment a year of service shall be 1,976 hours of employment.

- (o) **“Shift Worker”** means a worker who is not a day worker as defined.

- (c) is signed by the Employer and Employee and if the Employee is under 18 years of age, signed by a parent or guardian of the Employee; and
- (d) includes details of:
 - (i) the terms of the Agreement that will be varied by the arrangement; and
 - (ii) how the arrangement will vary the effect of the terms; and
 - (iii) how the Employee will be better off overall in relation to the terms and conditions of his or her employment as a result of the arrangement; and
- (e) states the day on which the arrangement commences.

7 Individual Flexibility Arrangements

7.1 The Employer and Employees 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:
 - (i) arrangements about when work is performed;
 - (ii) overtime rates;
 - (iii) penalty rates;
 - (iv) allowances;
 - (v) leave loading; and
- (b) the arrangement meets the genuine needs of the Employer and Employee in relation to 1 or more of the matters mentioned in clause 7.1(a); and
- (c) the Employer and the individual Employee must have genuinely made the agreement without coercion or duress.

7.4

The Employer must give the Employee a copy of the individual flexibility arrangement within 14 days after it is agreed to.

7.5

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.

Consultation and Dispute Resolution

8 Consultation regarding Change

8.1 This term applies if 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.

8.2

The Employer must consult the Employees to whom the Agreement applies about:

- (a) a major workplace change that is likely to have a significant effect on the Employees; or
- (b) a change to their regular roster or ordinary hours of work.

8.3

The relevant Employees may appoint a representative which may be a union representative for the purposes of the procedures in this term.

8.4

If:

7.2 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.

7.3 The Employer must ensure that the individual flexibility arrangement:

- (a) is in writing; and
- (b) includes the name of the Employer and Employee; and

- (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.
- 8.5 As soon as practicable after making its decision, the Employer must
- (a) discuss with the relevant Employees:
- (i) the introduction of the change; and
- (ii) the effect the change is likely to have on the Employees; and
- (iii) measures the Employer is taking to avert or mitigate the adverse effect of the change on the Employees; and
- (b) for the purposes of the discussion — provide, in writing, to the relevant Employees:
- (i) all relevant information about the change including the nature of the change proposed; and
- (ii) information about the expected effects of the change on the Employees; and
- (iii) any other matters likely to affect the Employees.
- (c) subject to clauses 8.5(a) and 8.5(b), for a change to the Employees' regular roster or ordinary hours of work, the Employer is required to:
- (i) to provide information to the Employees about the change; and
- (ii) to invite the Employees to give their views about the impact of the change (including any impact in relation to their family or caring responsibilities); and
- (iii) to consider any views given by the Employees about the impact of the change.
- 8.6 However, the Employer is not required to disclose confidential or commercially sensitive information to the relevant Employees, the disclosure of which would adversely affect the Employer.
- 8.7 The Employer must give prompt and genuine consideration to matters raised about the major change by the relevant Employees.
- 8.8 If a term in the 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 clauses 8.2 and 8.3 are taken not to apply.
- 8.9 In this term:
- (a) a major change is “**likely to have a significant effect on Employees**” if it results in the termination of the employment of Employees; or major change to the composition, operation or size of the Employer's workforce or to the skills required of Employees; or the elimination or diminution of job opportunities (including opportunities for promotion or tenure); or the alteration of hours of work; or the need to retrain Employees; or the need to relocate Employees to another workplace; or the restructuring of jobs.
- (b) “**relevant Employees**” means the Employees who may be affected by the major change.
- ## 9 Dispute Resolution Procedure
- 9.1 In the event of a dispute in relation to a matter arising under this Agreement or the NES, in the first instance the parties will attempt to resolve the matter at the workplace by discussions between the Employee or Employees concerned and the relevant supervisor and, if such discussions do not resolve the dispute, by discussions between the Employee or Employees concerned and more senior levels of management as appropriate.
- 9.2 A party to the dispute may appoint another person, organisation or association, which may be the Association, to accompany or represent them in relation to the dispute.
- 9.3 If a dispute in relation to a matter arising under the Agreement or the NES is unable to be resolved at the workplace, and all agreed steps for resolving it have been taken, the dispute may be referred to the FWC for resolution by conciliation and, where the

matter in dispute remains unresolved, arbitration.

- 9.4 It is a term of this Agreement that while the dispute resolution procedure is being conducted work shall continue according to the custom and practice before the grievance arose unless an Employee has a reasonable concern about an imminent risk to his or her health or safety.
- 9.5 If arbitration is necessary the FWC may exercise the procedural powers in relation to hearings, witnesses, evidence and submissions which are necessary to make the arbitration effective.
- 9.6 The above steps shall take place within 7 days (health and safety matters are exempt from this clause).
- 9.7 For the avoidance of doubt, Employee grievances are included in the matters to be dealt with in accordance with the dispute resolution procedure of the Agreement.

Types of Employment and Classifications

10 Full-time Employees

- 10.1 A full-time Employee is one who is permanently appointed by a facility to work:
- (a) 38 ordinary hours per week; or
 - (b) an average of 38 ordinary hours per week over a fortnight or four weeks.

11 Part-time Employees

11.1 Hours of work

- 11.1.1 A part-time Employee is one who is permanently appointed by a facility to work a specified number of hours which are less than those prescribed for a full-time Employee.
- 11.1.2 Before commencing part-time employment, the Employer and Employee will agree in writing on the guaranteed minimum number of hours to be worked in a fortnight.
- 11.1.3 By agreement between Employer and Employee, the specified number of hours may be averaged over a week, a fortnight or four weeks. Provided that the average weekly hours shall be deemed to be the specified number of hours for the purposes of accrual of annual leave.
- 11.1.4 An Employee whose hours are averaged over 4 weeks shall be paid each week or fortnight

according to the Employee's average weekly or fortnightly hours as is appropriate.

- 11.1.5 Provided further that there shall be no interruption to the continuity of employment merely by reason of an Employee, whose hours are averaged over a fortnight or over four weeks, not working in any one week in accordance with clause 11.1.2.
- 11.2 Permanent part-time Employees shall be paid an hourly rate calculated on the basis of 1/38 of the appropriate rate prescribed in clause 33 and, where applicable, 1/38 of the appropriate allowance or allowances prescribed by clause 35 with a minimum payment of 4 hours for each start, and 1/38 of the appropriate allowances prescribed by clause 39, but shall not be entitled to an additional day off or part thereof, as prescribed by subclauses 22.2 and 22.4.1..

11.3 Annual leave

Four weeks' annual leave on ordinary pay is to be granted per annum. Annual leave shall accrue progressively during a year of service according to the Employee's ordinary hours of work and accumulates from year to year. The provisions of subclauses 43.5 to 43.9 shall apply to Employees engaged under this clause. The remaining provisions of clause 43 shall not apply.

11.4 Public holidays

- 11.4.1 A public holiday occurring on an ordinary working day shall be allowed to Employees without loss of pay provided that:
- (a) a part-time Employee who works a variable roster (for clarity this does not include any part-time Employee that works a fixed roster) may be entitled to receive benefits as per this clause for a particular public holiday not worked. The hospital will determine whether there is an entitlement to payment for a public holiday not worked by reviewing the roster pattern of the Employee over the preceding 6 months. If the rosters show that the Employee has worked 50% or more of the days on which the public holiday falls, the Employee shall be entitled to receive payment for the public holiday not worked; and
 - (b) an Employee who is required to and does work on a public holiday shall have one day or one half day, as

appropriate, added to their period of annual leave and be paid at the rate of one half time extra to the time actually worked. Such payment is in lieu of any additional rate for shift work or weekend work which would otherwise be payable had the day not been a public holiday. In lieu of adding to annual leave under this clause an Employee may elect to be paid for the time actually worked at the rate of time and one half in addition to their ordinary weekly rate.

- 11.4.2 Such election shall be made on the commencement of employment and then on the anniversary date each year. The Employee may not alter such election during the year except with the agreement of the Employer. Where payment is made in lieu of leave in respect of time worked on a public holiday, payment shall be made for a minimum of 4 hours work, and any balance of the day or shift not worked shall be paid at ordinary rates.
- 11.4.3 To the leave prescribed by clause 11.4 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.
- 11.4.4 For the purpose of this clause the following are to be public holidays: 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.
- 11.4.5 In addition to those public holidays prescribed in clause 11.4.4 of this clause, there shall be an extra public holiday each year. This additional day's holiday will occur on the August Bank Holiday or on a date agreed by the respective Employees and if requested by the Employee any nominated representative which may be a union representative. This additional day may be taken by agreement between Christmas and New Year, provided that such day is placed between Monday to Friday (inclusive) which is not gazetted as a public holiday.
- 11.4.6 The foregoing does not apply in areas where, in each year:

- (a) a day in addition to the 11 named public holidays specified in clause 11.4.4 is proclaimed and observed as a public holiday; or
- (b) two half days in addition to the 11 named public holidays specified in clause 11.4.4 are proclaimed and observed as half public holidays.

11.4.7 In areas where in each year one half day in addition to the 11 named public holidays specified in clause 11.4.4 is proclaimed and observed as a half public holiday, for the purposes of this Agreement the whole day is to be regarded and observed as a public holiday, and no additional public holiday which would otherwise apply as a result of this clause will be observed.

11.5 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.

11.6 Permanent part-time Employees may request in writing that their Employer review their contract hours every 26 weeks and where appropriate increase their contracted hours to reflect the number of hours being performed. This request will be approved at the discretion of the Department Manager/Hospital Chief Executive Officer and will include consideration of whether these are permanent shifts or coverage of leave. The application will not be unreasonably refused.

12 Casual Employees

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

12.2 A casual Employee shall be paid an hourly rate calculated on the basis of 1/38 of the appropriate ordinary rate, prescribed by clause 33.1.1 and where applicable one thirty-eighth of the appropriate allowance or allowances prescribed by clause 35 plus, 25% with a minimum payment of 3 hours for each start, and 1/38 of the appropriate allowances prescribed by clause 39.

12.3 With respect to a casual Employee the provisions of clauses 15, 23, 28, 42 and 43 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 22.2 and 22.4.1.

12.4 In accordance with the Act, casual Employees have no entitlement to annual leave.

12.5 A casual Employee who is required to and does work on a public holiday as defined in subclauses 43.3.7 and 43.4 shall be paid for the time actually worked at the rate of 250% such payment being in lieu of weekend or shift allowances which would otherwise be payable had the day not been a public holiday; provided that a casual Employee shall not be entitled to be paid in addition the casual loading prescribed in clause 12.2 in respect of such work.

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

12.7 Casual conversion

12.7.1 A casual Employee who has been rostered on a regular and systematic basis over a period of 6 months has the right to request conversion to permanent employment:

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

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

12.7.3 Casual conversion will not apply where a casual Employee covered absences of permanent staff that are expected to return to work.

13 Classifications

13.1 A description of the classifications under this Agreement is set out in *Schedule B: Nursing Staff Classifications*.

14 Recognition of Service and Experience

14.1 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.

14.2 From the time of commencement of employment, the nurse has 3 months in which to provide documentary evidence to their Employer detailing any other 'service' or 'experience', as defined in clause 6 not disclosed at the time of commencement. This evidence, in the absence of other documentary evidence may take the form of a statutory declaration.

14.3 Until such time as the nurse furnishes any such documentation contemplated in clause 14.2 above the Employer shall pay the nurse at the level for which documentary evidence has been provided.

14.4 If within 3 months of commencing employment a nurse does provide documentary evidence of other previous service or experience not disclosed at the time of commencement, the Employer shall pay the nurse at the appropriate rate as and from the date of commencement that would have been paid from that date had the additional evidence been provided at that time.

14.5 If a nurse provides documentary evidence of other previous service or experience not disclosed at the time of commencement after the said 3 months period, the nurse shall be paid a rate appropriate for the previous service or experience then proved but only from the date of providing that evidence to the Employer.

14.6 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.

14.7 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.

15 Deputy Directors of Nursing and, Assistant Directors of Nursing

15.1 The following appointments shall be made in hospitals with adjusted daily averages of occupied beds as specified hereunder:

- (a) Less than 40 beds - a Deputy DON except where:
 - (i) the Registered Nurses at the hospital are all given the same duties and no Registered Nurse is delegated Deputy DON duties; and
 - (ii) the DON perceives no requirement for a Deputy DON to be employed;
- (b) 40 beds and over but less than 75 beds - a Deputy DON except where:
 - (i) at least 2 full-time equivalent NUMs are employed; and
 - (ii) the DON perceives no requirement for a Deputy DON to be employed.
- (c) 75 beds and over but less than 150 beds - a Deputy DON;
- (d) 150 beds and over - a Deputy DON, and one or more Assistant DONs.

Provided that no Deputy DON employed shall be dismissed or demoted as a result of the implementation of this clause.

15.2 Appointments under clause 15.1 shall be made within 2 calendar months of the date this Agreement becomes operative and thereafter within 2 calendar months of the occurrence of a vacancy. In default of appointment within the said period of 2 calendar months of the occurrence of a vacancy, the Registered Nurse employed as such or in a higher classification who has customarily relieved, in the vacant position, or if no one has so customarily relieved, the Registered Nurse employed in the same or the next senior classification at the hospital, shall be deemed to be appointed until such

time as another appointment is made by the hospital.

16 Medical Examination of Nurses

16.1 Screening and protection procedures

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

16.1.1 For protection against tuberculosis:

- (a) before a nurse commences duty, a PA chest x-ray examination of the nurse unless a radiologist's report of a normal chest x-ray taken within the previous 6 months is available;
- (b) as soon as practicable after the nurse commences duty, a Mantoux test on the nurse, then:
 - (i) where the Mantoux test is negative, immunisation with BCG vaccine;
 - (ii) where the Mantoux test is positive (otherwise than as a result of BCG vaccination), referral to a chest clinic for assessment.
- (c) a Mantoux test annually to:
 - (i) previously Mantoux-negative nursing staff;
 - (ii) nursing staff whose Mantoux reaction has been converted by BCG vaccination.
- (d) a chest x-ray annually to nursing staff whose Mantoux reaction is positive (otherwise than as a result of BCG vaccination);
- (e) Where a nurse has been caring for open tuberculosis cases, a PA chest x-ray examination of the nurse one year after completion of employment.

16.1.2 For protection against other communicable diseases:

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

- (c) a rubella antibody test and, where a nurse has a negative result, rubella immunisation.

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

16.2 The costs involved in the various screening and protection procedures should be borne by the Employer.

17 Domestic Work

17.1 Except as hereinafter provided, nurses, student nurses, Trainee Enrolled 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, student nurses, Trainee Enrolled 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.

17.2 Nothing in clause 17.1 of this clause shall preclude a student nurse, Trainee Enrolled Nurse, 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.

17.3 Nothing in clause 17.1 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.

18 Labour Flexibility

18.1 The 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 17.

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

19 Staffing Levels

19.1 The Employer is committed to ensuring that staffing levels are appropriate, in order to ensure the delivery of high-quality patient care and a safe working environment for nurses.

19.2 The NUM/In Charge (or team leader, however described) will prioritise access to meal breaks at the commencement of each shift, as mutually agreed with nurses, in the staff huddle (change-over meeting) to ensure adequate staff on floor during breaks.

19.3 It is acknowledged that existing flexibility in respect of staffing will be maintained. The current practice of staffing based on collaboration between Nursing Administration and ward/unit management will continue on a shift basis, taking into account both occupancy and patient acuity.

19.4 In determining whether staffing levels are appropriate, factors that should be considered include (but are not limited to):

- (a) occupancy,
- (b) patient acuity,
- (c) the skill level of staff,
- (d) the availability of support staff, including educators,
- (e) patient movements,
- (f) access to training, including e-learning,
- (g) workplace health and safety,
- (h) practice within comparative wards/units within other Aurora facilities,
- (i) obligations arising from professional registration, and

- (j) professional nursing standards, for example ACORN.
- 19.5 All rostered and unplanned leave will be replaced with a nurse of at least the same classification level wherever reasonably practicable.
- 19.6 If all avenues to backfill the absence with a nurse at the same classification are exhausted and the only remaining option is to backfill the absence with a nurse of a lower classification and skill, the NUM/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 of another nursing classification within the overall skill mix of the ward/unit.
- 19.7 Monitoring staffing at ward/unit meetings**
- 19.7.1 Staffing is an agenda item for all unit/ward meetings and is to be reviewed collaboratively. Such meetings should occur monthly and are the forum to receive feedback on the progress of any particular Issue regarding staffing. These meetings will be minuted with the minutes displayed in a prominent place.
- 19.7.2 Rostering patterns, meal breaks, staff mix and access to training are to be reviewed by the team with the specifics of any issues and recommendations for resolution to be presented, in writing, to the DON.
- 19.8 Resolving staffing issues**
- 19.8.1 The NUM/In Charge must comply with their own professional obligations in accordance with their registration and delegation responsibilities. When addressing immediate workload concerns, the manager will utilise their professional judgement, and where required consult with the Director of Clinical Services.
- 19.8.2 Should any nurse or group of nurses in any one ward or unit feel the workloads are unreasonably heavy, on a regular basis, then they have a responsibility to discuss their concerns with their nurse unit manager (NUM). The NUM shall investigate any issue that is raised and provide a response to the issues within 48 hours.
- 19.8.3 If the NUM is unable to resolve the workload issue or respond within this period, the issue is to be referred to the DON. The Employee may be represented by any nominated Employee representative which may be a union representative.
- 19.8.4 It is the intent of the parties that the issue be initially dealt with as close to the source as possible, with graduated steps for further discussion and resolution at higher authority levels where necessary. If the matter is not settled within a reasonable period of time, the Employee (or their nominated Employee representative) may utilise the dispute settlement procedure of this Agreement.
- 19.9 Reporting mechanism**
- The parties acknowledge that the reporting mechanism for a staffing issue raised in accordance with clause 19.8.2 may differ at the respective hospital but will be documented in writing (which may include by electronic means) and provided to the NUM. The Employer will notify staff at each hospital what the appropriate reporting mechanism is for the facility.
- 19.10 Process to adjust staffing**
- 19.10.1 This process is designed to deal with situations where a NUM considers staffing to be less than optimal to meet the care needs of every patient. This may be as a consequence of a range of factors, including unscheduled admissions, increasing patient acuity or unplanned leave absences.
- 19.10.2 When the NUM (or nurse delegate with responsibility for the ward/unit) considers additional nursing hours should be provided in order to meet clinical needs, they will inform their immediate supervisor.
- 19.10.3 They will collaboratively consider a solution(s) including, but not limited to the following options:
- (a) deployment of appropriately skilled nurses from other wards/units;
 - (b) additional hours for part-time staff;
 - (c) engagement of casual or agency nursing staff;
 - (d) overtime;
 - (e) prioritisation of nursing activities on the ward/unit;
 - (f) reallocation of patients.
- 19.10.4 The decision is to be made as soon as practicable after the issue is identified and recorded in writing (which may be by electronic means) for review.

19.11 Nil allocation of patient loads

Student nurses (including those not employed by the Employer) will not be allocated a patient load.

19.12 Upholding Professional Obligations

19.12.1 The Employer is committed to quality patient care and to supporting nurses' compliance with their registration and recognising their professional obligations.

19.12.2 Where a nurse or group of nurses 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 Employees, and where this may put their professional registration at risk, they have a responsibility to report this immediately to their manager. The NUM/In Charge must document staffing issues raised during the shift in the 'End of Shift report'/'In Charge report' (or equivalent) and take steps to resolve the issue in accordance with the provisions of clause 19. Details of staffing concerns raised in the 'End of Shift report'/'In Charge report' will be available to nursing staff.

20 Registration or Enrolment Pending

20.1 A student or Trainee Enrolled Nurse who has completed the course of training prescribed by the Board and applied for registration or enrolment shall, upon registration or enrolment, be paid as from the date of application for registration or enrolment the salary to which they would have been entitled if registered or enrolled.

20.2 A nurse or Enrolled Nurse who has trained outside New South Wales shall be paid as a Registered Nurse or Enrolled Nurse as and from the date they are notified that they are eligible for registration or enrolment as a Registered Nurse or Enrolled Nurse provided that they make application for registration within seven days after being so notified.

20.3 They shall notify the Employer as soon as possible after they have so applied and shall also confirm such registration/ re-registration with the Employer in writing within 7 days of obtaining such registration/re-registration.

21 Traineeships

21.1 Application

21.1.1 This clause shall only apply to persons who are undertaking training as an Assistant in

Nursing under a Traineeship (as defined in this clause) and are employed as Trainee Assistants in Nursing.

21.1.2 These provisions do not apply to the apprenticeship system or any training programme, which applies to the same occupation and achieves essentially the same training outcome as an existing apprenticeship.

21.1.3 At the conclusion of the Traineeship, this award shall cease to apply to the employment of the Trainee and the relevant other provisions of this Agreement shall apply to the formed trainee.

21.2 Objective

The objective of this clause is to assist with the establishment of a system of traineeships, which provides approved training in conjunction with employment in order to enhance the skill levels and future employment prospects of trainees, particularly young people, and the long term unemployed. The system is neither designed nor intended for those who are already trained and job ready. It is not intended that trainees shall displace existing Employees from employment. It is intended to apply only to the employment of Trainees as assistants in nursing. Except as provided for in clause 21.4, nothing in this clause shall be taken to replace the prescription of training requirements in Agreement.

21.3 Definitions

21.3.1 "Appropriate State Legislation" means the *Industrial & Commercial Training Act 1989*, or any successor legislation.

21.3.2 "Structured Training" means that training which is specified in the Training Plan, which is part of the Training Agreement registered with the relevant NSW Training Authority. It includes training undertaken both on and off-the-job in a Traineeship and involves formal instruction, both theoretical and practical, and supervised practice in accordance with a Traineeship Scheme approved by the relevant NSW Training Authority. The training will be accredited and lead to qualifications as set out in clause 21.4.6.

21.3.3 "Relevant NSW Training Authority" means the Department of Education and Training, or successor organisation.

- 21.3.4 **“School Based Trainee”** means a student enrolled in the Higher School Certificate, or equivalent qualification, who is undertaking a traineeship which forms part of a recognised component of their HSC curriculum, and is endorsed by the relevant NSW Training Authority and the NSW Board of Studies as such.
- 21.3.5 **“Trainee”** means an Employee, employed for training as an Assistant in Nursing, who is bound by a Traineeship Agreement made in accordance with this clause.
- 21.3.6 **“Traineeship”** means a system of training which has been approved by the relevant NSW Training Authority or which meets the requirement of a National Training Package developed by the relevant NSW Training Authority and endorsed by the National Training Framework Committee, which leads to an Australian Qualifications Framework qualification specified by that National Training Package, until final approval is granted by the relevant NSW Training Authority and includes full-time traineeships, part-time traineeships and school based traineeships.
- 21.3.7 **“Traineeship Agreement”** means an agreement made subject to the terms of this clause between the Employer and the Trainee for a Traineeship and which is registered with the relevant NSW Training Authority. A Traineeship Agreement shall be made in accordance with the relevant approved Traineeship Scheme and shall not operate unless this condition is met.
- 21.3.8 **“Traineeship Scheme”** means an approved Traineeship applicable to a group or class of Employees or to an industry or sector of an industry or an enterprise which has been approved by the NSW Training Authority. A Traineeship Scheme shall include a standard format which may be used for a Traineeship Agreement.
- 21.3.9 **“Year 10”** means for the purposes of this award any person leaving school before completing Year 10 shall be deemed to have completed Year 10.
- 21.4 Training conditions**
- 21.4.1 The Trainee shall attend an approved training course or training programme prescribed in the Traineeship Agreement or as notified to the Trainee by the relevant NSW Training Authority in accredited and relevant Traineeship Schemes.
- 21.4.2 A Traineeship shall not commence until the relevant Traineeship Agreement, made in accordance with a Traineeship Scheme, has been signed by the Employer and the Trainee and lodged for registration with the relevant NSW Training Authority, provided that if the Traineeship Agreement is not in a standard format a Traineeship shall not commence until the Traineeship Agreement has been registered with the relevant NSW Training Authority.
- 21.4.3 The Employer shall ensure that the Trainee is permitted to attend the training course or programme provided for in the Traineeship Agreement and shall ensure that the Trainee receives the appropriate on-the-job training.
- 21.4.4 The Employer shall provide a level of supervision in accordance with the Traineeship Agreement during the traineeship period.
- 21.4.5 The Employer agrees that the overall training programme will be monitored by officers of the relevant NSW Training Authority and training records or workbooks may be utilised as part of this monitoring process.
- 21.4.6 Training shall be directed at:
- (a) the achievement of key competencies required for successful participation in the workplace (where these have not been achieved) (e.g., literacy, numeracy, problem solving, team work, using technology), and as are proposed to be included in the Australian Vocational Certificate Level I qualification. This could be achieved through foundation competencies which are part of endorsed competencies for an industry or enterprise; and/or
 - (b) the achievement of competencies required for successful participation in an industry or enterprise (where there are endorsed national standards these will define these competencies), as are proposed to be included in the Australian Vocational Certificate Level II qualification or above.
- 21.5 Employment conditions**
- 21.5.1 A Trainee shall be engaged as a full-time Employee for a maximum of one year’s

- duration or a part-time trainee for a maximum period of 2 years, unless the relevant NSW Training Authority directs, the maximum duration for a traineeship shall be thirty six months.
- 21.5.2 A Trainee shall be subject to a satisfactory probation period of up to one month which may be reduced at the discretion of the Employer.
- 21.5.3 By agreement in writing, and with the consent of the relevant NSW Training Authority, the relevant Employer and the Trainee may vary the duration of the Traineeship and the extent of approved training provided that any agreement to vary is in accordance with the relevant Traineeship.
- 21.5.4 Where the trainee completes the qualification, in the Traineeship Agreement, earlier than the time specified in the Traineeship Agreement then the traineeship may be concluded by mutual agreement.
- 21.5.5 An Employer shall not terminate the employment of a Trainee without firstly having provided written notice of termination to the Trainee concerned and the relevant NSW Training Authority in accordance with the Traineeship Agreement or the *Industrial and Commercial Training Act 1989*.
- 21.5.6 An Employer who chooses not to continue to the employment of a Trainee upon the completion of the traineeship shall notify, in writing, the relevant NSW Training Authority of their decision.
- 21.5.7 The Traineeship Agreement may restrict the circumstances under which the Trainee may work overtime and shift work in order to ensure the training programme is successfully completed.
- 21.5.8 No Trainee shall work overtime or shift work on their own unless consistent with the provisions of this Agreement.
- 21.5.9 No Trainee shall work shift work unless the parties to a Traineeship Scheme agree that such shift work makes satisfactory provision for approved training. Such training may be applied over a cycle in excess of a week but must average over the relevant period no less than the amount of training required for non-shift work Trainees.
- 21.5.10 The Trainee wages shall be the basis for the calculation of overtime and/or shift penalty rates prescribed by Agreement.
- 21.5.11 All other terms and conditions of this Agreement are applicable to the Trainee or would be applicable to the Trainee but for this clause shall apply unless specifically varied by this clause.
- 21.5.12 A Trainee who fails to either complete the Traineeship or who cannot for any reason be placed in full-time employment with the Employer on successful completion of the Traineeship shall not be entitled to any severance payments.
- 21.5.13 The trainee shall be permitted to be absent from work without loss of continuity of employment and/or wages to attend Structured Training in accordance with the Training Agreement.
- 21.5.14 Where the employment of a Trainee by an Employer is continued after the completion of the traineeship period, such traineeship period shall be counted as service for the purposes of this Agreement.
- 21.6 Part-time traineeships**
- This clause shall apply to trainees who undertake a traineeship on a part-time basis by working less than full-time ordinary hours and by undertaking the approved training at the same or lesser training time than a full-time trainee.
- 21.6.1 The wage rate shall be pro rata the full-time rates based on variation in the amount of training and/or the amount of work over the period of the traineeship, which may also be varied on the basis of the following formula:
- trainee hours - average weekly training time
- Full-time wage rate x 30.4*
- *Note: 30.4 in the above formula represents 38 ordinary full-time hours less the average training time for full-time trainees (i.e. 20%). A pro rata adjustment will need to be made in the case where the relevant award specifies different ordinary full-time hours; for example, where the ordinary weekly hours are 40, 30.4 will be replaced by 32.
- 21.6.2 “Full-time wage rate” means the appropriate rates as set out in Table 1 – Monetary Rates for Trainees, of Part B and School Based Traineeships in Table 2 of Part B.
- 21.6.3 “Trainee hours” shall be the hours worked per week including the time spent in approved vocational training. For the purpose of this definition, the time spent in approved

vocational training may be taken as an average for that particular year of the Traineeship.

- 21.6.4 **“Average weekly training time”** is based upon the length of the traineeships specified in the Traineeship agreement or Training agreement as follows:

$$\frac{7.6 \times 12}{\text{length of the traineeship in months}}$$

length of the traineeship in months

Note 1: 7.6 in the above formula represents the average weekly training time for a full-time trainee whose ordinary hours are 38 per week. A pro rata adjustment will need to be made in the case where the relevant award specifies different ordinary-time hours; for example, where the ordinary weekly hours are 40, 7.6 will be replaced by 8.

Note 2: The parties note that the Traineeship Agreement will require a trainee to be employed for sufficient hours to complete all requirements of the traineeship, including the on-the-job work experience and demonstration of competencies. The parties also note that this would normally result in the equivalent of a full day's on-the-job work per week.

- 21.6.5 A part-time trainee shall receive, on a pro rata basis, all employment conditions applicable to a full-time trainee. All the provisions of this clause shall apply to part-time trainees except as specified in this clause.
- 21.6.6 A part-time trainee may, by agreement, transfer from a part-time to a full-time traineeship position should one become available.
- 21.6.7 The minimum engagement periods specified in the Agreement shall also be applicable to part-time trainees.

Example of the calculation for the wage rate for a part-time traineeship:

A school student leaver (Year 10) commences a traineeship in Year 11 (plus one year out of school).

The ordinary hours of work in the relevant award are 38. The training agreement specifies two years (24 months) as the length of the traineeship.

“Average weekly training time” is therefore $7.6 \times 12 / 24 = 3.8$ hours

“Trainee hours” totals 15 hours. These are made up of 11 hours work, which is worked over two days of the week plus 1.5 hours on the job training plus 2.5 hours off the job approved training at school and at TAFE.

So the wage rate for a school leaver plus one year out of school is:

$\$187 \times 15 / 38 = \68.90 plus any applicable penalty rates under the relevant award

The wage rate varies when the student completes Year 11 and passes the anniversary date of 1 January the following year to begin Year 12 and/or if “trainee hours” changes.

21.7 School-based traineeships

- 21.7.1 School-based trainees shall not be required to attend work during the interval starting 4 weeks prior to the commencement of the final Higher School Certificate examination period and ending upon the completion of the individual's last examination period.
- 21.7.2 For the purposes of this clause, a school-based trainee shall become an ordinary trainee as at January 1 of the year following in which they cease to be a school student.
- 21.7.3 An Employer shall not terminate the employment of a Trainee without firstly having provided written notice of termination to the Trainee, and to the relevant NSW Training Authority in accordance with the Traineeship Agreement or the *Industrial and Commercial Training Act 1989*.
- 21.7.4 An Employer who chooses not to continue the employment of a Trainee upon the completion of the traineeship shall notify, in writing, the relevant NSW Training Authority of their decision.
- 21.7.5 The Trainee will be permitted to be absent from work without loss of continuity of employment and/or wages to attend the training in accordance with the Traineeship Agreement.
- 21.7.6 Where the employment of a Trainee by an Employer is continued after the completion of the Traineeship period, such traineeship period shall be counted as service for the purposes of the relevant Award or any other legislative entitlements.
- 21.7.7 The Traineeship Agreement may restrict the circumstances under which the Trainee may work overtime and shift work in order to ensure that the training program is successfully completed.

- 21.7.8 No Trainee shall work overtime or shift work on their own unless consistent with the provisions of this Agreement.
- 21.7.9 No Trainee shall work shift work unless the parties to a Traineeship Scheme agree that such shift work makes satisfactory provision for approved training. Such training may be applied over a cycle in excess of a week but must average over the relevant period no less than the amount of training required for non-shift work Trainees.
- 21.7.10 The Trainee wage shall be the basis for the calculation of overtime and/or shift penalty rates prescribed by this clause, unless otherwise agreed by the parties to a Traineeship Scheme.
- 21.7.11 All other terms and conditions of this Agreement are applicable to the Trainee or would be applicable to the Trainee but for this clause shall apply unless specifically varied by this clause.
- 21.7.12 A Trainee who fails to complete the Traineeship or who is not offered employment with the Employer on successful completion of the Traineeship shall not be entitled to any severance payments.

21.8 Wages

- 21.8.1 The weekly wages payable to full-time Trainees shall be in accordance with the rate for a Student Enrolled Nurse as prescribed in this Agreement.
- 21.8.2 These wage rates will only apply to Student Enrolled Nurses while they are undertaking an approved Traineeship which includes approved training as defined in this clause.
- 21.8.3 For the purposes of Table 1 “out of school” shall refer only to periods out of school beyond Year 10, and shall be deemed to:
- (a) include any period of schooling beyond Year 10 which was not part of nor contributed to a completed year of schooling;
 - (b) include any period during which a Trainee repeats in whole or part a year of schooling beyond Year 10; and
 - (c) not include any period during a calendar year in which a year of schooling is completed; and
 - (d) have effect on an anniversary date being January 1 in each year.

- 21.8.4 At the conclusion of the Traineeship, this ceases to apply to the employment of the Trainee and this Agreement shall apply to the former Trainee.

Hours of Work and Work Location

22 Hours of Work - Employees other than Directors of Nursing

22.1 Ordinary hours of work

- 22.1.1 The ordinary hours of work for day workers, other than Directors of Nursing, 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.
- 22.1.2 The ordinary hours of work for shift workers, other than Directors of Nursing, exclusive of meal times, shall not exceed an average of 38 hours per week in each roster cycle.

22.2 Arrangement of hours

- 22.2.1 The hours of work prescribed in clause 22.1 shall, where possible, be arranged in such a manner, that in each roster cycle of 28 calendar days each Employee shall not work their ordinary hours or work on more than 19 days in the cycle, but this shall not apply to students in block.
- 22.2.2 Notwithstanding clause 22.2.1, 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.
- 22.2.3 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.

22.3 Breaks between shifts

- 22.3.1 Except where authorised by clause 22.13 of this clause, each shift shall consist of no more than 10 hours on a day shift or 11 hours on a night shift with not less than 10 hours break between each rostered shift, unless mutually agreed between an Employee and local management. An Employee may withdraw this agreement and revert to a 10 hour break between shifts with 2 weeks' notice.
- 22.3.2 However, in the case of operating theatre nurses, whilst every endeavour will be made to allow a 10 hour break, the minimum break between each rostered shift shall be no less than 8 hours. An Employee shall not work

more than 7 consecutive shifts unless the Employee so requests and the DON agrees. An Employee shall not work more than two (2) quick shifts in any period of 7 days. (A quick shift is an evening shift which is followed by a morning shift.)

22.4 Additional days off

- 22.4.1 The Employer is to decide when Employees take their additional days off duty prescribed by clause 22.2 (as a consequence of the implementation of the 38-hour week). Where necessary the Employer must consult with the affected Employees to ascertain the Employees' preferences and must take any such preferences into account when arriving at a decision. Where practicable additional days off duty shall be consecutive with the rostered days off duty prescribed in clause 22.8.
- 22.4.2 Once set, the additional days off may not be changed except in accordance with the provisions of clause 28.
- 22.4.3 Where the Employer's decision (in accordance with clause 22.4.1) is that an Employee's additional days off be accumulated, no more than 6 days may be accumulated in any one year of employment. By mutual agreement this may be extended to no more than 12 days at any one time.
- 22.5 Except for breaks for meals the hours of duty each day shall be continuous. Provided, that in the case of permanent part-time Employees, an Employer will consult with Employees and if requested by the Employee any nominated representative which may be a union representative an exemption from this provision, and from clause 22.3.1 with regard to the span of hours only, to enable an additional break of no more than 4 hours. In any event, the span of hours shall not exceed 12 hours.

22.6 Breaks

- 22.6.1 Each Employee shall be allowed an unpaid break of not less than 30 minutes and not more than 60 minutes for each meal occurring on duty.
- 22.6.2 Where practicable, Employees shall not be required to work more than 5 hours without a meal break.
- 22.6.3 All efforts shall be made to ensure Employees are provided a meal break in accordance with subclauses 22.6.1 and 22.6.2 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 Employee will be paid overtime for all time worked from when the break was scheduled until the meal break is taken.

- 22.6.4 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.
- 22.6.5 Provided that where practicable an Employee engaged to work for 5 hours or less in any one shift may by agreement with the Employer not take a meal break as otherwise provided for by this clause without penalty to the Employer.
- 22.6.6 The term "where practicable" encompasses such issues as work health and safety and service requirements.
- 22.6.7 Two separate 10 minute intervals (in addition to meal breaks) shall be allowed each Employee on duty during each ordinary shift of 8 or 10 hours as the case may be. Subject to agreement between the Employer and the Employee, such intervals may alternatively be taken as one 20 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.
- 22.6.8 Clauses 22.6.1 to 22.6.7 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.
- 22.6.9 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 for as such.

22.7 Night duty

- 22.7.1 Except as provided for in clause 22.7.2 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.
- 22.7.2 The provisions of clause 22.7.1 shall not apply to an Assistant DON, a NUM 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 DON consents.
- 22.7.3 Moreover except in cases of emergency a Trainee Enrolled Nurse shall not be employed on night duty for more than 10 weeks in any one year of training nor shall a Trainee Enrolled Nurse who is sitting for his or her final examination be required to perform night duty during a period of at least 2 weeks prior to the respective examination or on the 2 nights following such examination.
- 22.7.4 An Employee changing from night duty to day duty or from day duty to night duty shall be free from duty during the 20 hours immediately preceding the commencement of the changed day.

22.8 Days off duty

- 22.8.1 Each Employee shall be free from duty for not less than 2 full days in each week or 4 full days in each fortnight or 8 full days in each 28 day cycle and no duties shall be performed by the Employee on any of such free days except for overtime. Where practicable, days off shall be consecutive and shall not be preceded by an evening shift or a night shift unless an additional 8 hours are granted as sleeping time. An evening shift shall be one which commences at or after 1.00 pm and before 4.00 pm.
- 22.8.2 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.
- 22.8.3 For the purpose of this clause "full day" means from midnight to midnight or midday to midday.

22.9 On-call

- 22.9.1 Employees may be required to remain on-call. Any such time on-call shall not be counted as time worked (except insofar as an Employee may take up actual duty in response to a call), but shall be paid for in accordance with clause 35. Provided, however, no Employee shall be required to remain on-call whilst on leave or on the day before entering upon leave.

- 22.9.2 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.

- 22.10 All rostered time off duty occupied by a trainee Enrolled Nurse in attendance at lectures and demonstrations given in the course of instruction in the theory and practice of nursing or during the time necessarily occupied in attending at and sitting for prescribed examinations shall be deemed to be time worked.

- 22.11 An Employer shall not alter the period over which the ordinary hours of work of Employees are averaged 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.

- 22.12 The provisions of clause 22.7.1, 22.7.2 and 22.8.1 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.

22.13 12 hour shifts

- 22.13.1 The following criteria shall apply to the introduction of 12 hour shifts:
 - (a) 12 hour shifts will only be introduced in units where there has been full consultation with the Employees affected and a majority of the Employees affected agree to the introduction of the proposed 12 hour shift system;
 - (b) any Employee who does not wish to work under the 12 hour shift system

	may work a mutually agreed alternative shift system in the unit affected or may transfer to another mutually agreed position within the facility with no loss of classification and contracted hours;	23.1	A DON shall be free from duty for not less than 9 days in each 28 consecutive days and such days free from duty may be taken in one or more periods.
(c)	the span of hours must not exceed 12.5 hours;	23.2	If any of the days mentioned in clause 23.1 cannot be taken by reason of emergency, such day or days shall be given and taken within 28 days of becoming due.
(d)	there must be a maximum of three consecutive night shifts which include one or more 12 hour shifts;	23.3	A DON shall, where practicable, inform his or her Employer giving not less than 7 days' notice of the days he or she proposes to be free from duty; provided that such days shall be subject to the approval of the Employer, and such approval shall not be unreasonably withheld.
(e)	there must be a minimum break of 11.5 hours rostered between each 12 hour shift;		
(f)	Employees must be allowed either two 30 minutes or one 60 minutes meal break. In addition to the meal breaks Employees must be allowed either two 10 minute or one 20-minute paid tea break; and	23.4	This clause does not apply to part-time Employees.
(g)	the Employer must notify the Employees and if requested by the Employee any nominated Employee representatives which may be a union representative of the implementation of the 12 hour shifts at least one month prior to commencing the new arrangements. The details of that notification must indicate the number of Employees involved, the section of the hospital involved and the Agreement provisions which need to be overridden.	24	Banking of Hours
22.13.2	There must be an evaluation process at the completion of the first 12 months, or sooner if the Employer and affected Employees agree. The evaluation process must involve representatives of Employees and the Employer. Aspects which are to be considered in the evaluation process are to include work health and safety data, personal leave patterns and the frequency of overtime.	24.1	A full-time or part-time Employee may, by agreement made daily, weekly or fortnightly with their NUM or DON: <ul style="list-style-type: none"> (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 this clause.
22.13.3	The Employees and if requested by the Employee any nominated Employee representative which may be a union representative are to be notified of the outcome of the evaluation process.	24.2	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.
22.13.4	Nothing contained in this clause shall prevent an individual Employee and their Employer reaching mutual agreement to that individual working 12 hour shifts.	24.3	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.
		24.4	Time debited or credited under these arrangements shall all be at ordinary time, (i.e. an hour for an hour).
		24.5	An Employee may not have more than 76 hours in debit or credit at any point in time.
		24.6	Employees who have hours in debit must be given first option to work additional hours prior to the use of casual Employees.
23	Hours of Work - Directors of Nursing		

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

24.8 On termination of employment the Employer must pay the Employee for all hours in credit and may deduct from termination pay the value of any hours in debit.

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

25 Make-up time

25.1 An Employee may elect, with the consent of their Employer, to work "make-up time", under which the Employee takes time off ordinary hours, and works those hours at a later time, during the spread of ordinary hours provided in the Agreement at the ordinary rate of pay.

25.2 An Employee on shift work may elect, with the consent of the Employer, to work "make-up time" (under which the Employee takes time off ordinary hours and works those hours at a later time), at the shift work rate which would have been applicable to the hours taken off.

26 Rostered Days Off (RDOs)

26.1 An Employee may elect, with the consent of the Employer, to take a rostered day off at any time.

26.2 An Employee may elect, with the consent of the Employer, to take rostered days off in part day amounts.

26.3 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.

26.4 This clause is subject to the Employer informing the affected Employees and if requested by the Employee any nominated representative which may be a union representative of its intention to introduce an enterprise system of RDO flexibility, and providing a reasonable opportunity for the affected Employees and if requested by the Employees any nominated representative which may be a union representative to participate in negotiations.

27 Patient Escort Duty

27.1 Periods during which an Employee, other than DON, 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.

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

27.3 Rostered time shall be paid as such even though an Employee may be travelling, in hotel/motel accommodation, or waiting for transport.

27.4 In respect of non-rostered time not spent in nursing duties:

- (a) periods in hotel/motel accommodation or waiting for transport shall not be counted as working time;
- (b) periods in travelling shall count as working time.

28 Rosters

28.1 The ordinary hours of work for each Employee, other than the DON and casual Employees, shall be displayed on a roster in a place conveniently accessible to Employees.

28.2 Employees will work according to a roster which sets out Employees' daily ordinary working hours and starting and finishing times.

28.3 Employees will be notified of their rosters which shall be displayed in a place conveniently accessible to Employees, where practicable 4 weeks in advance but not less than at least 2 weeks in advance of the first working period of the roster.

28.4 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.

28.5 Prior to the date of the changed shift, such change of roster shall be notified verbally or in writing to the Employee concerned.

28.6 An Employee may change their roster at short notice, with the agreement of their NUM or DON for any reasonable ground.

28.7 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.

28.8 Where an Employee is entitled to an additional day off duty in accordance with clause 22, such day is to be shown on the roster of hours for that Employee.

28.9 All rosters shall be retained for at least 6 years.

29 Lactation Provisions

29.1 Employees who are lactating will be entitled to one paid lactation break of 30 minutes per shift for the purposes of expressing their milk or breast feeding their child.

29.2 The Employer will provide access to suitable facilities for such purpose where possible and practicable.

30 Attendance at Meetings and Fire Drills

30.1 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 thereunder, 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.

30.2 Any Employee required to attend Work Health and Safety Committee and/or Board of Management meetings in the capacity of Employee representative shall, if such meetings are held outside the ordinary hours of work, be entitled to receive payment at the 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.

30.3 For the purposes of this clause "**ordinary rate**" shall include amounts payable under clauses 33, 35.1 and 35.2 plus, where appropriate, the loading prescribed in clause 12 for Employees engaged otherwise than as a full-time or permanent part-time Employee.

31 Work Location

31.1 Employees will be contracted to work at a particular site(s) ("**their primary site(s)**").

31.2 The Employer may request that an Employee work a shift or shifts at a site other than their primary site which is operated by the Employer. The Employer may make this request:

- (a) where work is not available at the Employee's primary site to fulfil contracted hours; or
- (b) where the Employer has a requirement for appropriately qualified staff at a site other than the Employee's primary site.

31.3 The Employer will provide the Employee with sufficient notice for the Employee to make the necessary arrangements. Such notice will be a minimum of 24 hours' notice or less only by mutual agreement.

31.4 Consideration will be given to the Employee's personal circumstances including travelling time and family responsibilities.

31.5 Where an Employee is requested to work at a site other than their primary site travel time in excess of 30 minutes will be paid at the ordinary rate.

31.6 The Employee may decline a request to work at a site:

- (a) more than 20 kilometres from their usual place or work or home; or
- (b) where the Employee does not have the relevant skills or competencies to work in that specialty.

32 Staff Amenities

32.1 The Employer shall provide for the use of Employees:

- (a) a suitable changing room and adequate washing and toilet facilities; and
- (b) a locker fitted with lock and key or other suitable place for the safe keeping of clothing and personal effects of such Employee.

Wages and Related Matters

33 Wages

33.1 Minimum Wages & Allowances

- 33.1.1 The minimum weekly wages shall be as set out in *Appendix 1 - Table 1 Monetary Rates*.
- 33.1.2 The allowances amounts payable shall be as set out in *Appendix 1 - Table 2 Other Rates and Allowances*.

33.2 Commencing Wages

- 33.2.1 An Enrolled Nurse who is endorsed to administer medication will be classified and paid as an Enrolled Nurses – Medication Endorsement from the commencement of the first full pay period following the issuing by the Board of their Letter of Endorsement to Administer Medication or Authority to Practice Certificate, Enrolled Nurse including Endorsement to Administer Medication, whichever is issued earlier.
- 33.2.2 Provided that an Enrolled Nurse – Medication Endorsement 1st year shall not progress to Enrolled Nurse – Medication Endorsement 2nd year until completion of twelve months' service at the 1st year rate (or for part-time Employees the full-time equivalent of 1,976 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 1,976 hours), and so on throughout the scale.
- 33.2.3 An Enrolled Nurse graduating as a Registered Nurse shall commence on the 2nd Year pay point of the Registered Nurse pay scale.
- 33.2.4 An Enrolled Nurse with a Diploma level qualification shall commence on the 2nd Year pay point of the Enrolled Nurse - Medication endorsed pay scale.
- 33.2.5 An Enrolled Nurse who upgrades their enrolment qualifications to Diploma level shall automatically advance one increment within their relevant classification.
- 33.2.6 A Student Nurse who is employed by the Employer for a period of 12 months

or more from the date of their employment prior to graduating as an Enrolled Nurse or as a Registered Nurse, shall if offered employment by the Employer, commence on the 2nd Year pay point of the respective Enrolled Nurse or Registered Nurse pay scale.

33.3 In relation to the salaries of:

- (a) Deputy DON and DON, "beds" means adjusted daily average of occupied beds; and
- (b) Subsidiary Hospital DON, "beds" means the adjusted daily average of occupied beds in the subsidiary hospital.

33.4 Any further wage increase shall be at the discretion of the Employer, unless the rate of pay falls below the Award rate, in such circumstances the rate of pay shall default to the minimum rate prescribed in accordance with the relevant Award rate.

33.5 Payment of wages will be by electronic transfer into the Employee's nominated financial institution account at the end of each fortnightly pay period, along with either electronic or hard copy pay advice slips, at the Employer's election. Wherever practicable such payment shall be available for withdrawal by Employees on the designated pay day. Any other form of payment will be at the discretion of the Employer by agreement with the Employee.

33.6 If a public holiday falls on a normal payroll processing day, the Employer shall make payment on the working day preceding the public holiday.

34 Superannuation

34.1 Definitions

- 34.1.1 "Approved fund" means the Health Employees' Superannuation Trust Australia (HESTA).
- 34.1.2 "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.
- 34.1.3 "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:

- (a) Monday to Friday shift premiums for ordinary hours of work;
- (b) Weekend shift premiums for ordinary hours of work;
- (c) Public holiday loadings;
- (d) Any percentage addition payable to casual Employees for ordinary hours or work;
- (e) Ordinary time allowances (not including expense related allowances);
- (f) Payments made above the base rate for ordinary hours of work.

34.2 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.

34.3 Contributions

34.3.1 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 an approved fund. Such contributions shall be remitted to the approved fund on a monthly basis. With respect to casual Employees, contributions shall be remitted in accordance with legislative obligations.

34.3.2 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.

34.3.3 Where no such nomination is made before any such contributions become payable, the contributions referred to in this clause will be paid to a stapled superannuation fund or, if there is none, the approved fund HESTA (Default Fund). The Default Fund offers a MySuper Product.

34.4 Salary Sacrifice to Superannuation

34.4.1 Salary Sacrifice to Superannuation means the option of making additional superannuation contributions by electing to sacrifice a portion of the gross earnings (pre-tax dollars) under the Agreement. This will give the effect of reducing the taxable income by the amount for salary sacrifice.

34.4.2 Salary sacrifice to superannuation shall be offered to Employees by mutual agreement between the Employee and Employer.

34.4.3 Such election must be made prior to the commencement of the period of service to which the earnings relate.

34.4.4 One change of a sacrificed amount will be permitted in an Employee's anniversary year, which is 12 months from the date of commencement of employment, without incurring an administration charge (\$50). Changing from full-time to part-time or part-time to full-time employment will not be classified as a change for administration charge purposes.

34.4.5 The amount sacrificed must not exceed any relevant superannuation guarantee contribution limit. Such Employee contributions shall be remitted to the approved fund on a monthly basis.

34.4.6 The sacrificed portion of salary reduces the salary subject to PAYG Taxation deductions.

34.4.7 Any allowance, penalty rate, overtime payment for unused leave entitlements, other than any payments for leave taken whilst employed, shall be calculated by reference to the salary which would have applied to the Employee in the absence of any salary sacrifice to superannuation. Payment for leave taken whilst employed will be at the post salary sacrificed amount.

34.4.8 Salary sacrifice arrangements can be cancelled by either the Employer or Employee at any time provided either party gives one months' notice. The Employer has the right to withdraw from offering salary sacrifice to Employees without notice if there is any alteration to relevant Australian taxation legislation.

34.4.9 Contributions payable by the Employer in relation to the Superannuation Guarantee Legislation shall be calculated by reference to the salary which would have applied to the Employee under this Agreement in the absence of any salary sacrifice.

34.4.10 The Employer will not use any Employee salary sacrificed superannuation contribution amount to negate or off-set the Employer contributions that are payable in accordance with the Superannuation Guarantee Legislation.

34.4.11 The Employee shall have the portion of payable salary that is sacrificed paid as additional Employer superannuation contributions into the same superannuation fund that receives the Employer's SGC contributions.

34.4.12 Nothing in this clause shall affect the right of an Employer to maintain alternate arrangements with respect to salary sacrifice for Employees.

34.5 Grievance Procedure

Refer to clause 9 in this Agreement.

35 Special Allowances

35.1 In charge allowance

35.1.1 A Registered Nurse in charge during the day, evening or night of a hospital having a daily average of occupied beds of less than 100 shall be paid, in addition to her or his appropriate salary, whilst so in charge, the sum set out in *Appendix 1 - Table 2 Other Rates and Allowances* per shift.

35.1.2 A Registered Nurse in charge of a shift in a ward or unit during the day, evening or night in the absence of the NUM shall be paid, in addition to her or his appropriate salary whilst so in charge the sum set out in *Appendix 1 - Table 2 Other Rates and Allowances* per shift. This clause shall only apply where the Registered Nurse is in charge of one or more other nurses in the ward or unit in question.

35.1.3 To avoid doubt, a Registered Nurse will be paid during all shifts where they are allocated the duties of an 'in charge' (or team leader or however titled).

35.1.4 Only one allowance, as prescribed at 35.1.1 and 35.1.2 above, is payable per shift. This clause shall not apply to Registered Nurses holding classified positions of a higher grade than that of Registered Nurse/Clinical Nurse Specialist.

35.2 On-call and recall allowances

35.2.1 An Employee required by their Employer to be on-call shall be paid the sum set out in

Appendix 1 - Table 2 Other Rates and Allowances for each hour (or part thereof) that they are on-call. A minimum payment of 10 hours is payable for each such on-call period.

35.2.2 An Employee required to be on-call on rostered days off in accordance with clause 22.9.2, shall be paid the sum set out *Appendix 1 - Table 2 Other Rates and Allowances* for each hour (or part thereof) that they are on-call. A minimum payment of 18 hours is payable for each such on-call period.

35.2.3 An Employee required to be on-call on Christmas Day, Boxing Day, New Years' Day, Easter Friday, Easter Saturday, Easter Sunday and Easter Monday ("**Actual Day**") shall be paid the sum set out in *Appendix 1 - Table 2 Other Rates and Allowances* for each hour (or part thereof) that the Employee is on-call. This rate shall only apply for the hours that fall on the Actual Day specified (i.e. any hours on and from midnight to midnight on the Actual Day). A minimum payment of 4 hours is payable for each such on-call period, but this may include hours that do not fall on the Actual Day but are continuous with hours that fall on the Actual Day.

35.2.4 An Employee who is directed to remain on-call during a meal break shall be paid an allowance of the sum set out in *Appendix 1 - Table 2 Other Rates and Allowances* provided that no allowance shall be paid if, during a period of 24 hours including such period of on-call, the Employee is entitled to receive the allowance prescribed in clause 35.2.1 above. If an Employee is recalled to duty during such meal break, they shall be paid at overtime rates for the total period of the meal break.

35.2.5 Where an Employee on-call leaves the hospital and is recalled to duty, they shall be reimbursed all reasonable fares and expenses actually incurred provided that where an Employee uses a motor car in these circumstances the allowance payable shall be the rate set out in *Appendix 1 - Table 2 Other Rates and Allowances*. The provisions of this clause shall apply to all Employees.

35.2.6 This clause shall not apply to a DON, Subsidiary Hospital DON, Deputy DON or Assistant.

35.2.7 Where an Employee having been rostered for or commenced a period of on-call pursuant to

subclauses 35.2.1 or 35.2.2 notifies the Employer that they cannot be on-call for the agreed period, they shall only be paid for the hours that they were actually on-call. **'Agreed period'** means the number of hours that the Employee agreed to be on-call with local management prior to or upon commencing their on-call period.

35.3 Radiographic duties

35.3.1 Where a DON is required by the hospital to perform radiographic duties, they shall be paid in addition to their appropriate salary an allowance of the sum set out in *Appendix 1 - Table 2 Other Rates and Allowances* per week.

35.3.2 The allowance prescribed by clause 35.3.1 shall apply to an Employee who relieves the DON for a period of one week or more.

35.3.3 An Employee who is performing radiographic duties in the absence of the DON for a period of less than one week shall be paid in addition to his or her appropriate salary a daily allowance of the sum set out in *Appendix 1 - Table 2 Other Rates and Allowances*; provided that the maximum allowance per week payable in accordance with this clause shall not exceed the sum set out in *Appendix 1 - Table 2 Other Rates and Allowances*.

35.3.4 The allowance prescribed by this clause shall be regarded as part of the salary for the purpose of this Agreement.

35.3.5 Provided that the allowances provided for in this clause shall only be paid to Employees who had been in receipt of the allowance prior to 1 July 1996.

35.4 Lead apron allowance

An Employee required to wear a lead apron shall be paid an allowance of the sum set out in *Appendix 1 - Table 2 Other Rates and Allowances* for each hour or part thereof that they are required to wear the said apron.

35.5 In charge allowances for hospitals with less than 100 beds

35.5.1 A Registered Nurse who is designated to be in-charge of a ward or unit when the NUM 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 *Appendix 1 - Table 2 Other Rates and*

Allowances. This clause shall only apply where the Registered Nurse is in charge of one or more other nurses in the ward or unit in question.

35.5.2 This clause shall not apply to Registered Nurses holding classified positions of a higher grade than of a Registered Nurse/Clinical Nurse Specialist.

35.5.3 Prior to allocating a new graduate nurse as In Charge, the following will be considered:

- (a) complexity and acuity of the ward/unit/facility;
- (b) level of appropriate Registered Nurse, clinical support, mentorship and advice readily available; and
- (c) the level of experience and individual capability of the new graduate nurse.

35.5.4 The new graduate can refuse the in charge responsibility where they do not feel it is safe practice.

36 Continuing Education Allowance

36.1 An Employee employed in the classification of Registered Nurse (Years 1 to 8), Clinical Nurse Specialist, NUM, Nurse Manager Grade 1, Nurse Manager Grade 2 or Nurse Manager Grade 3 and above (who satisfies the Employer that she/he is engaged in clinical work for more than 50% of her/his time) who holds a continuing education qualification in a clinical field, in addition to the qualification leading to registration, shall be paid a continuing education allowance, subject to the following conditions set out below:

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

36.2 Subject to the provisions in clause 36.1 of this clause, an Employee who holds:

- (a) a post-registration hospital certificate as recognised by the Employer and

	relevant to the Employee's current role shall be paid an allowance per week as set out at <i>Appendix 1 - Table 2 Other Rates and Allowances</i> ;	36.5	A Clinical Nurse Educator who holds a post graduate diploma, degree, Masters or Doctorate in education or a clinical field in addition to the qualification leading to registration, or a Clinical Nurse Specialist Grade 2 who holds a post graduate diploma, degree, Masters or Doctorate in a clinical field in addition to the qualification leading to registration, shall be paid a continuing education allowance, subject to the following conditions set out below:
	(b) a post-graduate certificate shall be paid an allowance per week as set out at <i>Appendix 1 - Table 2 Other Rates and Allowances</i> ;		
	(c) a postgraduate diploma or degree (other than an undergraduate nursing degree) shall be paid an allowance per week as set out at <i>Appendix 1 - Table 2 Other Rates and Allowances</i> ; and		(a) the allowance is only payable where the qualification is accepted by the Employer to be directly relevant to the competency and skills used by the Registered Nurse in the duties of the position
	(d) a Masters degree or Doctorate shall be paid an allowance per week as set out at <i>Appendix 1 - Table 2 Other Rates and Allowances</i> .		(b) an Employee holding more than one relevant qualification is only entitled to one allowance, being the allowance of the highest monetary value;
36.3	An Enrolled Nurse, who holds a relevant Certificate IV or equivalent continuing education qualification in a clinical field, or Advanced Diploma of Nursing (Enrolled), in addition to the qualification leading to enrolment, shall be paid a continuing education allowance, subject to the following conditions set out below:		(c) the Employee claiming entitlement to a qualification allowance must provide evidence to the Employer that they hold that qualification.
	(a) the allowance is only payable where the qualification is accepted by the Employer to be directly relevant to the competency and skills used by the Enrolled Nurse in the duties of the position;	36.6	Subject to the provisions in clause 36.5 of this clause, a Clinical Nurse Educator who holds a postgraduate diploma, degree, Masters or Doctorate in education or a clinical field, or a Clinical Nurse Specialist Grade 2 who holds a postgraduate diploma, degree, Masters or Doctorate in a clinical field, shall be paid the relevant allowance per week as set out at <i>Appendix 1 - Table 2 Other Rates and Allowances</i> (Postgraduate Diploma or Degree) or an allowance per week as set out at <i>Appendix 1 - Table 2 Other Rates and Allowances</i> (Masters Degree or Doctorate).
	(b) an Employee holding more than one relevant qualification is only entitled to one allowance, being the allowance of the highest monetary value;		
	(c) the Employee claiming entitlement to a qualification allowance must provide evidence to the Employer that they hold that qualification.	36.7	The above allowances are not to be included in the Employee's ordinary rate of pay. The allowances are payable during periods of paid leave taken by an Employee.
36.4	Subject to the provisions in clause 36.3 of this clause, an Enrolled Nurse who holds:	36.8	The continuing education allowances shall be considered salary-related allowances for the purpose of salary and salary related allowance increases that may occur under this Agreement.
	(a) a Certificate IV qualification shall be paid an allowance per week as set out at <i>Appendix 1 - Table 2 Other Rates and Allowances</i> ; and		
	(b) an Advanced Diploma of Nursing (Enrolled) qualification shall be paid an allowance per week as set out at <i>Appendix 1 - Table 2 Other Rates and Allowances</i> .	36.9	Where a dispute arises concerning the eligibility for payment of a Continuing Education Allowance that is not resolved by the process contained in subclauses 9.1 and 9.2, discussions between the parties must

occur prior to referral to the Fair Work Commission for determination.

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

37 Fares and Expenses

- 37.1 An Employee required and authorised to use their own motor vehicle in the course of their duties will be paid per kilometre in accordance with the published Australian Tax Office mileage rates, as adjusted from time to time.
- 37.2 When an Employee is involved in travelling on duty, if the Employer cannot provide the appropriate transport, all reasonably incurred expenses in respect to fares, meals and accommodation will be met by the Employer on production of receipted account(s) or other evidence acceptable to the Employer.
- 37.3 Provided further that the Employee will not be entitled to reimbursement for expenses referred to in clause 37.2 which exceed the mode of transport, meals or the standard of accommodation agreed with the Employer for these purposes.

38 Telephone Allowance

Where an Employee is required to be on-call such an Employee shall be reimbursed for any work-related telephone expenses incurred during the relevant on-call period.

39 Uniform and Laundry Allowances

- 39.1 Where an Employee is required by the Employer to wear a uniform:
- (a) in lieu of supplying uniforms to an Employee, an Employer shall pay the said Employee the sum set out at *Appendix 1 - Table 2 Other Rates and Allowances* for uniforms per week.
 - (b) in lieu of supplying a cardigan or jacket to an Employee an Employer shall pay the said Employee the sum set out in

Appendix 1 - Table 2 Other Rates and Allowances per week.

- (c) if, in any hospital, the uniforms of an Employee are not laundered at the expense of the hospital an allowance of the sum set out in *Appendix 1 - Table 2 Other Rates and Allowances* shall be paid to the said Employee; provided that the payment of such laundry allowance shall not be made to any Employee on absences exceeding one week.
- (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 footwear to an Employee, the Employer shall pay the said Employee the relevant sum set out in *Appendix 1 - Table 2 Other Rates and Allowances* per week.

39.2 The allowances referred to clause 39.1 are also payable during any period of paid leave, notwithstanding the exception provided at 39.1(c) above.

39.3 The above allowances are not payable in the circumstances where the Employer does not require Employees to wear a uniform or where the Employee is only required to wear scrubs and such items are supplied and laundered by the Employer. Where the Employee is required to wear scrubs and shoes, clause 39.1(e) shall apply.

40 Higher Grade Duty

40.1 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.

40.2 The provisions of clause 40.1 shall not apply where the Employee being relieved is absent from duty for a period of 3 consecutive working days or less which have been rostered in advance, except where the duties of the higher position involve being in charge of the facility during the period in question.

40.3 Further, the provisions of clause 40.1 shall not apply where a DON is absent from duty for a period of 3 working days or less for any reason other than clause 23.

Penalty Rates and Overtime

41 Penalty Rates for Shift Work and Weekend Work

41.1 Definitions

41.1.1 "Ordinary rate" and "ordinary time" shall not include any percentage addition by reason of the fact that an Employee works less than 38 hours per week but shall include amounts payable under clause 35.

41.1.2 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 6.00 pm.
- (c) "Night shift" means a shift which commences at or after 6.00 pm and before 6.00 am on the day following.

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

- (a) Afternoon shift commencing at or after 10.00 am and before 1.00 pm - 10%
- (b) Afternoon shift commencing at or after 1.00 pm and before 6.00 pm - 12.5%
- (c) Night shift commencing at or after 6.00 pm and before 4.00 am - 20%
- (d) Night shift commencing at or after 4.00 am and before 6.00 am - 10%

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

- (a) Afternoon shift commencing at or after 10.00 am and before 1.00 pm - 35% of the ordinary rate (10% penalty plus 25% casual loading)

- (b) Afternoon shift commencing at or after 1.00 pm and before 6.00 pm - 37.5% of the ordinary rate (12.5% penalty plus 25% casual loading)
- (c) Night shift commencing at or after 6.00 pm and before 4.00 am - 45% of the ordinary rate (20% penalty plus 25% casual loading)
- (d) Night shift commencing at or after 4.00 am and before 6.00 am - 35% of the ordinary rate (10% penalty plus 25% casual loading)

41.4 Permanent 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 150% and for ordinary hours worked between midnight on Saturday and midnight on Sunday at the rate of 175%. These extra rates shall be in substitution for and not cumulative upon the shift premiums prescribed in the clause 41.2.

41.5 Casual 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 175% (i.e. 50% penalty plus 25% casual loading) and for ordinary hours worked between midnight on Saturday and midnight on Sunday at the rate of 200% (i.e. 75% penalty plus 25% casual loading). These extra rates shall be in substitution for and not cumulative upon the shift premiums prescribed in clause 41.3 of this clause.

41.6 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 43.

41.7 Discrete designated day procedure ward or unit

41.7.1 This clause 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.

41.7.2 This clause 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.

41.7.3 A nurse to whom this clause applies shall not be entitled to an additional penalty rate payment for ordinary time worked prior to 6.00 pm on any weekday.

41.7.4 A nurse to whom this clause 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 weekday.

42 Overtime

42.1 Reasonable overtime

42.1.1 Subject to clause 42.1.2, an Employer may require an Employee to work reasonable overtime.

42.1.2 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.

42.1.3 For the purposes of clause 42.1.2, 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;
- (e) the risk to the Employee's health and safety including where fatigue is a factor;
- (f) the commencement time of the Employee's next shift with consideration of the break required between shifts;
- (g) patient care and safety; and
- (h) any other relevant matter.

42.2 When overtime is payable

42.2.1 Subject to clause 42.2.2, all time worked by full-time Employees, other than DONs, in excess of the rostered daily ordinary hours of work shall be overtime and shall be paid for at the rate of 150% for the first 2 hours and 200% thereafter in respect of each overtime shift worked or in respect of overtime worked prior to or at the conclusion of a normal shift.

Provided that overtime worked on Sundays shall be paid for at the rate of 200% and on public holidays at the rate of 250%.

42.2.2 All time 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 shall be paid for at the rate of 150% for the first 2 hours and 200% thereafter except that on Sundays such overtime shall be paid for at the rate of 200% and on public holidays at the rate of 250%.

42.2.3 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.

42.2.4 All time worked by a casual Employee in excess of 152 hours per 28 calendar days or 10 hours on a shift will be paid Monday to Saturday at the rate of 175% of the ordinary rate (i.e. overtime at 150% plus the casual loading of 25%) for the first two hours and 225% of the ordinary rate (i.e. overtime at 200% plus the casual loading of 25%) thereafter except that on Sundays such overtime will be paid at the rate of 225% of the ordinary rate (i.e. overtime at 200% plus the casual loading of 25%).

42.3 The ordinary hours of work for DONs shall be 38 hours per week and shall not, without payment of overtime at the rate of 150%, exceed:

- (a) 43 hours in any week; or
- (b) 86 hours in any fortnight; or
- (c) 129 hours in any 21 consecutive days; or
- (d) 172 hours in any 28 consecutive days.

42.4 Recall

An Employee recalled to work overtime after leaving the Employer's premises shall be paid for a minimum of 4 hours work at the appropriate rate for each time so recalled. If the work required is completed in less than four hours, the Employee shall be released from duty provided that this clause does not apply to a DON.

42.5 Overtime breaks

- 42.5.1 An Employee required to work overtime following on the completion of their normal shift for more than 2 hours shall be allowed 20 minutes for the partaking of a meal and a further 20 minutes after each subsequent 4 hours overtime. All such time shall be counted as time worked; provided that benefits of this clause shall not apply to permanent part-time Employees, until the expiration of the normal shift for a majority of the full-time Employees employed on that shift in the ward or section concerned.
- 42.5.2 An Employee recalled to work overtime after leaving the Employer's premises and who is required to work for more than 4 hours shall be allowed 20 minutes for the partaking of a meal and a further 20 minutes after each subsequent 4 hours overtime; all such time shall be counted as time worked.
- 42.5.3 The meals referred to in subclauses 42.5.1 and 42.5.2 of this clause shall be allowed to the Employee free of charge. Where the hospital is unable to provide such meals, an allowance per meal of the sum set out in *Appendix 1 - Table 2 Other Rates and Allowances*, shall be paid to the Employee concerned.
- 42.5.4 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 22 shall apply.
- 42.5.5 If an Employee is recalled to duty during a meal break, they shall be paid at overtime rates for the total period of the meal break.

42.6 Breaks between duty

- 42.6.1 An Employee who works so much overtime:
- (a) following the end of their ordinary hours on any day or shift and does not have at least 10 consecutive hours off duty before the commencement of their ordinary hours on the next day or shift, or
 - (b) on a Saturday, Sunday, or public holiday and does not have at least 10 consecutive hours off duty in the 24 hours before their next day or shift,
- will be released from duty after the completion of their overtime until they have had 10 consecutive hours off duty without loss of pay for ordinary working time occurring during this absence.

- 42.6.2 If an Employee is directed to resume or continue work by the Employer without having a sufficient rest break as defined in this clause, they will be paid at 200% until they are released from duty and will then be entitled to be absent until they have had 10 consecutive hours off duty without loss of pay for ordinary working time occurring during this absence.

42.7 TOIL

- 42.7.1 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 ("**TOIL**") on the following basis:
- (a) the period of time off that an Employee is entitled to take is equivalent to the overtime payment that would have been payable (i.e. an Employee who worked 2 hours overtime at the rate of 150% is entitled to 3 hours' time off in lieu);
 - (b) TOIL must be taken within 4 months of it being accrued. When TOIL is taken it is paid at ordinary rates;
 - (c) where it is not possible for a nurse to take the TOIL within the 4 month period, it is to be paid out at the ordinary rate;
 - (d) nurses cannot be compelled to take TOIL;
 - (e) records of all TOIL owing to nurses and taken by nurses must be maintained by the Employer;
 - (f) where an Employee's TOIL balance accrued prior to this Agreement coming into operation:
 - (i) at the rate of time for time and was paid at the applicable overtime rate when taken; or
 - (ii) was in accordance with the arrangements set out at clause 28.2 of the Award;

(collectively referred to as "**Accrued TOIL**")

such arrangements will continue to apply to the Accrued TOIL, noting that any TOIL accrued by the Employee on or after the date this Agreement came into operation will be in accordance with the provisions set out at subclauses 42.7.1(a) to 42.7.1(e).

- 42.7.2 If on the termination of an Employee's employment, TOIL worked has not been taken by the Employee, the Employer will pay the Employee the accrued untaken TOIL on termination.

Leave and Public Holidays

43 Annual Leave

43.1 Accrual of leave

- 43.1.1 Annual leave shall accrue progressively during a year of service according to the Employee's ordinary hours of work and accumulates from year to year.
- 43.1.2 This clause does not apply to casual Employees.

43.2 Amount of leave

- 43.2.1 Employees required to work on a seven (7) day basis are entitled to six (6) weeks of paid annual leave per year of service.
- 43.2.2 All other Employees are entitled to four (4) weeks of paid annual leave per year of service.

43.3 Annual leave and public holidays

- 43.3.1 An Employee to whom clause 43.2.1 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 (150%) time extra for the time actually worked on such holiday. Such payment shall be in lieu of any additional rate for shift work or weekend work which would otherwise be payable had the day not been a public holiday.
- 43.3.2 To the leave prescribed by clause 43.2.1 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 eleven (11) specifically named public holidays prescribed by clause 43.3.7, or a special day proclaimed in lieu of any of them) which may occur during the qualifying period for annual leave or during the period of annual leave.
- 43.3.3 A public holiday occurring on an ordinary working day shall be allowed to Employees covered by clause 43.2.2 on full pay; provided that an Employee who is required to and does work on a public holiday shall have one day or one-half day, as appropriate, added to their period of annual leave and be paid at the rate of 150% for the time actually

worked. Such payment is in lieu of any additional rate for shift work or weekend work which would otherwise be payable had the day not been a public holiday. In lieu of adding to annual leave under this clause an Employee may elect to be paid for the time actually worked at the rate of 150% in addition to their ordinary weekly rate. Such election shall be made on the commencement of employment and then on the anniversary date each year.

- 43.3.4 The Employee may not alter such election during the year except with the agreement of the Employer. Where payment is made in lieu of leave in respect of the time worked on a public holiday payment shall be made for a minimum of 4 hours work, and any balance of the day or shift not worked shall be paid at ordinary rates.

- 43.3.5 Where a public holiday falls on a rostered day off of a Shift Worker and who receives 4 weeks annual leave in accordance with clause 43.2.2, 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.

- 43.3.6 To the leave prescribed by clause 43.2.1 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 clause 43.3.5 the provision of this clause shall apply to any public holidays falling during the period of annual leave.

- 43.3.7 For the purpose of this clause the following are to be public holidays: New Year's Day, Australia Day, Good Friday, Easter Saturday, Easter Sunday, Easter Monday, Anzac Day, Queen's Birthday, Local Labor 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.

43.4 Additional public holiday

- 43.4.1 In addition to those public holidays prescribed in clause 43.3.7, Employees are entitled to an extra public holiday each year. Such public holiday will occur
- (a) on the August Bank Holiday; or
 - (b) on a date which is agreed between the Employer and Employees and if

requested by the Employees any nominated representative which may be a union representative; or

- (c) as an additional public holiday between Christmas and New Year; provided that such day is placed between Monday to Friday (inclusive) which is not gazetted as a public holiday.

The foregoing does not apply in areas where in each year:

- (d) a day in addition to the 11 named public holidays specified in clause 43.3.7 is proclaimed and observed as a public holiday; or
- (e) two half days in addition to the 11 named public holidays specified in clause 43.3.7 are proclaimed and observed as half public holidays.

43.4.2 In areas where in each year only one half day in addition to the 11 named public holidays specified in clause 43.3.7 is proclaimed and observed as a half public holiday for the purposes of this Agreement the whole day is to be regarded and observed as a public holiday and no additional public holiday which would otherwise apply as a result of this clause will be observed.

43.5 Taking of annual leave

43.5.1 An Employee is entitled to take an amount of annual leave during a particular period if:

- (a) at least that amount if annual leave is credited to the Employee; and
- (b) the Employer has authorised the Employee to take the annual leave during that period.

43.5.2 Credit of time towards an allocated day off duty shall not accrue when an Employee is absent in accordance with clause 43.1.1 of this clause. Employees entitled to allocated days off duty in accordance with clause 22 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 43.3.2 and 43.3.3 of the Agreement.

43.5.3 Annual leave shall be taken in an amount and at a time which is approved by the Employer subject to the operational requirements of the workplace. The Employer

shall not unreasonably withhold or revoke such approval.

43.6 Extensive accumulated annual leave

43.6.1 An Employee must take an amount of annual leave during a particular period if:

- (a) the Employee is directed to do so by the Employer;
- (b) at the time that the direction is given, the Employee has annual leave credited of more than 1/13 of the number of ordinary hours worked by the Employee for the Employer during the period of 104 weeks ending at the time that the direction is given; and
- (c) the amount of annual leave that the Employee is directed to take is less than, or equal to, 1/4 of the amount of credited annual leave of the Employee at the time that the direction is given.

43.6.2 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 clause, the Employer may direct an Employee to take a period of annual leave in accordance with clause 43.13.

43.6.3 Annual leave shall be given at a time fixed by the Employer after a period not exceeding 12 months from the date when the right to annual leave accrued (i.e. accrued annual leave for a total period of 24 months) and after not less than 8 weeks' and not more than 12 months' notice to the Employee, provided:

- (a) the Employee will first be given a reasonable opportunity to submit a plan to reduce their total annual leave accrued balance to not more than six (6) weeks within a period of 6 months ("**Leave Reduction Plan**");
- (b) the Employer will not unreasonably refuse to agree to an Employee's annual Leave Reduction Plan which includes saving leave for an extended vacation within 12 months of the date of agreement to the Leave Reduction Plan. The agreement is to be in writing and signed by both the Employer and Employee;

- (c) if an Employee has genuinely tried to reach agreement with an Employer in accordance with this clause but agreement is not reached, the Employee may give a written notice to the Employer requesting to take one or more periods of annual leave ("Notice"), where the Employee as had an excessive leave accrual for more than 6 months at the time of giving Notice, provided that:
- (i) with the granting of leave an Employee will still have 6 weeks annual leave; and
 - (ii) the Notice given by the Employee must not 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;
 - (iii) the Notice is not inconsistent with any leave arrangement agreed by the Employer and Employee.
- (d) The Employee cannot be directed to take annual leave where such direction would result in the Employee being directed to reduce the accrued leave to less than six (6) weeks.

43.7 Payment of annual leave

- 43.7.1 Each Employee before going on leave shall be paid for the period of the leave at the ordinary rate of salary to which she or he is entitled under this Agreement. 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.
- 43.7.2 An Employee to whom clause 43.2.1 applies shall be paid during the first 28 consecutive days whilst on annual leave her or his ordinary rate of salary plus shift allowances 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 clause 43.10 attracts shift allowances 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 subclauses 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 subclauses 43.3.2 and 43.4 of this clause.

43.8 Cashing out of annual leave

Upon receipt of a written request by an Employee, the Employer may authorise the Employee in writing to receive pay in lieu of an amount of annual leave, provided that:

- (a) paid annual leave must not be cashed out if the cashing out would result in the Employee's remaining accrued entitlement to paid annual leave being less than 4 weeks;
- (b) where an Employee forgoes an entitlement to take an amount of annual leave, the Employee must be paid at least the full amount that would have been payable to the Employee had the Employee taken the leave that the Employee has forgone; and
- (c) superannuation guarantee contributions will be paid in relation to the amount of annual leave and annual leave loading for which payment is received in lieu.

43.9 Payment of annual leave on termination

Where the employment of an Employee is terminated the Employee shall be entitled to receive, in addition to all other amounts due, in respect of service of less than one year an amount equal to 1/12 (6/46ths in respect of Employees rostered to work on a seven (7) day basis) of her or his ordinary pay for that period of employment together with payment for any days added to annual leave in accordance with clause 43.3.

43.10 Additional annual leave

- 43.10.1 In addition to the leave prescribed by clause 43.2, Employees who work their ordinary hours on Sundays and/or public holidays are entitled to receive additional annual leave as follows:

<i>Number of ordinary shifts worked on Sundays and/or public holidays during a qualifying period of employment for annual leave purposes</i>	<i>Additional Annual Leave</i>
----------------------------------------------------------------------------------------------------------------------------------------------	--------------------------------

4 - 10	1 day
11 - 17	2 days
18 - 24	3 days
25 - 31	4 days
32 or more	5 days

43.10.2 Provided that, in the case of a part-time Employee, such Employee shall be entitled to additional annual leave in accordance with:

- (a) clause 43.10.1 above; or
- (b) the definition of a shiftworker (for the purposes of the additional week of annual leave provided by the NES); or
- (c) specifically where the Employee is regularly rostered over 7 days of the week and regularly works on weekends; or
- (d) whichever gives rise to the greater leave entitlement for the part-time Employee.

43.10.3 On termination of employment Employees are to be paid for any untaken annual leave due under this clause together with payment for any leave in respect of an uncompleted year of employment calculated in accordance with this clause together with payment for any untaken annual leave due in accordance with clause 43.8.

43.11 Annual leave and service

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

43.12 Annual leave – single days

43.12.1 An Employee may elect, with the consent of the Employer to take annual leave not exceeding 10 days in single-day periods, or part thereof, in any calendar year at a time or times agreed by the parties.

43.12.2 Access to annual leave, as prescribed in clause 43.12.1, shall be exclusive of any shutdown period provided for elsewhere under this Agreement.

43.12.3 An Employee and Employer may agree to defer payment of the annual leave loading in respect of single day absences, until at least 5 consecutive annual leave days are taken.

43.13 Annual shutdown

43.13.1 The Employer may temporarily close part or the whole of the hospital not more than once

every 12 months for a period not exceeding 2 weeks.

43.13.2 Where practicable, the Employer will give at least 2 months, but in any event no less than 6 weeks, notice of the dates of the shutdown; all prospective Employees will be advised of any shutdown in the letter offering them employment.

43.13.3 An Employee with an entitlement to annual leave and / or accumulated Additional Days Off (ADOs) and/ or banked hours sufficient to cover the shutdown period will be required to access their accumulated annual leave and / or ADOs and / or banked hours for the period of the shutdown. The Employee may choose the combination of annual leave, accrued ADOs and bank hours that she or he will use to cover the closed own period.

43.13.4 Where an Employee has an entitlement to annual leave which is less than the period of the shutdown, she or he will have to choose one of the following four options to cover the difference between their current annual leave entitlement and the length of the shutdown:

- (a) temporary reassignment to another part of the hospital or another Aurora site (in such cases any additional travel would be reimbursed); or
- (b) access any accrued ADOs; or
 - (i) take annual leave in advance; or
 - (ii) take banked hours; or
 - (iii) take leave without pay.

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

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

43.14 Annual leave loading

43.14.1 Before an Employee is given and takes an annual holiday, or where by agreement between the Employer and the Employee the annual holiday is given and taken in more than one separate period, then before each of such separate periods the Employer shall

pay the Employee a loading determined in accordance with this clause.

43.14.2 The loading is payable in addition to the pay for the period of holiday given and taken due to the Employee under subclauses 43.2.2 and 43.3.3, or in the case of part-time Employees for the period of holiday given and taken and due to the Employee.

43.14.3 The loading is to be calculated in relation to any period of annual holiday to which the Employee has become entitled or, where such a holiday is given and taken in separate periods, then in relation to each such separate period.

43.14.4 The loading is the amount payable for the period or the separate periods, as the case may be, stated in clause 43.14.3 of the rate per week of 17.5% of the appropriate ordinary weekly time rate of pay prescribed by this Agreement for the classification in which the Employee was employed immediately before commencing by the Employee's annual holiday together with any allowances prescribed by clause 35.

43.14.5 No loading is payable to an Employee who takes an annual holiday wholly or partly in advance; provided that, if the employment of such an Employee continues until the day when the Employee would have become entitled under the said clause 43 to an annual holiday, the loading then becomes payable in respect of the period of such holiday and is to be calculated in accordance with clause 43.14.4 applying the Agreement rates and wages payable on that day.

43.14.6 When the employment of an Employee is terminated by his Employer, and at the time of termination the Employee has not been given and has not taken the whole of an annual holiday to which he became entitled, he shall be paid a loading calculated in accordance with clause 43.14.4 of the period not taken.

43.14.7 This clause extends to an Employee who is given and takes an annual holiday and who would have worked as a shift worker if the Employee had not been on holidays; provided that, if the amount to which the Employee would have been entitled by way of shift work allowances 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.

44 Personal/Carer's Leave

44.1 Personal leave

44.1.1 Subject to the following limitations and conditions, a full-time Employee is entitled to 10 days of personal leave for each completed year of service.

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

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

44.1.4 Each Employee shall notify her/his Employer of an absence from work due to illness or injury 2 hours prior to the commencement of her/his rostered shift or as soon as reasonably practicable thereafter and shall, as far as reasonably practicable, inform the Employer of the estimated duration of the absence.

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

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

44.1.7 Subject to the provision of a satisfactory certificate from a registered health practitioner or where this is not reasonably practicable, by a statutory declaration and

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

44.2 Carer's leave

44.2.1 An Employee, other than a casual Employee, with responsibilities in relation to a member of their immediate family or household as defined, who requires the Employee's care or support because of a personal illness or injury affecting the member or there is an unexpected emergency affecting the member, shall be entitled to use, in accordance with this clause, any current or accrued personal leave entitlement, provided for under this clause, for such absences. Such leave may be taken for part of a single day.

44.2.2 The Employee shall, if required, establish, either by production of a certificate from a registered health practitioner or statutory declaration, the illness/ injury of the person concerned and that the illness/ injury is such as to require care by another person. In normal circumstances, an Employee must not take carer's leave under this clause where another person has taken leave to care for the same person.

44.2.3 An Employee shall, wherever practicable, give the Employer notice, prior to the absence, of the intention to take leave, the name of the person requiring care and that person's relationship to the Employee, the reasons for taking such leave and the estimated length of absence. If it is not practicable for the Employee to give prior notice of absence, the Employee shall notify the Employer by telephone of such absence at the first opportunity on the day of absence.

44.3 Unpaid carer's leave

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

requirements of clause 44.2.2 and 44.2.3 are met.

44.4 The Employer shall not change the rostered hours of an Employee fixed by the roster or rosters applicable to the 14 days immediately following the commencement of personal leave merely by reason of the fact that they are on personal leave.

44.5 Use of Time Off in Lieu of payment for overtime for provision of care

44.5.1 For the purpose only of providing care or support for a member of the Employee's immediate family, or a member of the Employee's household, and despite the provisions of clause 42, the following provisions shall apply.

44.5.2 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.

44.5.3 Overtime taken as time off during ordinary time hours shall be taken at the ordinary time rate, that is an hour for each hour worked.

44.5.4 If, having elected to take time as leave in accordance with clause 44.5.1 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.

44.5.5 Where no election is made in accordance with clause 44.5.1 the Employee shall be paid overtime rates in accordance with the Agreement.

45 Domestic and Family Violence Leave and Other Support

45.1 The Employer recognises that Employees sometimes face situations of violence or abuse in their personal life that may affect their attendance or performance at work. The Employer seeks to develop a supportive workplace in which victims of domestic and family violence can come forward for help and support.

45.2 Definition of domestic and family violence

The Employer accepts the definition of domestic and family violence as stipulated in the relevant State legislation. The definition of domestic and family violence includes physical, sexual, financial, verbal or

emotional abuse by a family member or household member (current or former).

45.3 General measures

45.3.1 Proof of domestic and family violence may be required and can be in the form of a document issued by the Police Service, a Court, a Doctor, district nurse, maternal and health care nurse or a Family Violence Support Service or Lawyer, or a signed statutory declaration.

45.3.2 All personal information concerning domestic and family violence will be kept confidential in line with the Employer's Privacy Policy and relevant legislation.

45.3.3 Contact officers from within the hospital will be trained in domestic and family violence and privacy issues. The names of these contact officers will be made available within the workplace.

45.3.4 An Employee experiencing domestic and family violence may raise the issue with their immediate supervisor/manager and/or the hospital contact officer. The supervisor/manager may seek advice from the DON if the Employee chooses not to see the hospital contact, provided that the Employee has given permission for that to occur.

45.3.5 Where requested by an Employee, the hospital contact will liaise with the Employee's supervisor/manager on the Employee's behalf, and will make a recommendation on the most appropriate form of support to provide in accordance with subclauses 45.4 and 45.5.

45.4 Individual support

45.4.1 In order to provide support to an Employee experiencing domestic and family violence and to provide a safe work environment to all Employees, the Employer will approve a request from an Employee experiencing domestic and family violence for the following, providing the request is reasonable in all the circumstances:

- (a) changes to their span of hours or pattern or hours and/or shift patterns;
- (b) job redesign or changes to duties within their skills and capabilities;
- (c) relocation to suitable employment within the workplace;

- (d) a change to their telephone number or email address to avoid harassing contact;
- (e) any other appropriate measure including those available under existing provisions for family friendly and flexible work arrangements.

45.4.2 An Employee experiencing domestic and family violence will be offered a referral to the Employee Assistance Program (EAP) and/or other local resources.

45.4.3 The Employer will make available a pack of resource information regarding domestic and family violence and support services available. An Employee that discloses to the hospital contact or their supervisor that they are experiencing domestic and family violence will be given a resource pack of information regarding support services.

45.5 Leave

45.5.1 The Employer will provide Employees who are victims of domestic and family violence and need time off work for medical or legal assistance, court appearances, counselling, relocation, or to make other safety arrangements with flexibility to use their personal/carers leave for such purposes.

45.5.2 In addition, the Employer will provide up to 10 days exceptional circumstances leave per annum. This leave may be taken as consecutive or single days or as a fraction of a day. This leave will not be accrued.

45.5.3 The Employee will apply in advance for this leave wherever possible.

45.5.4 An Employee who supports a person experiencing domestic and family violence may take carer's leave to accompany them to court, to hospital, or to mind children.

46 Long Service Leave

46.1 For long service leave falling due prior to 20th February 1981, see the *Long Service Leave Act 1955* (NSW).

46.2 Long service leave falling due after 20th February 1981 shall be in accordance with the *Long Service Leave Act 1955* (NSW) and the provisions set out in this clause. Where there is any inconsistency between the *Long Service Leave Act 1955* and this clause, the provisions of this clause will take precedence to the extent of the inconsistency:

46.3 Entitlement

46.3.1 Every Employee after 10 years' continuous service with the same Employer shall be entitled to 2 months' long service leave on full pay; after 15 years' continuous service to an additional one month's long service leave on full pay; and for each 5 years' continuous service thereafter to an additional one and one half months' long service leave on full pay. Such leave shall be taken at a time to be mutually arranged between the Employer and the Employee.

46.3.2 Upon this Agreement coming into operation, where an Employee has at least 7 years' continuous service with the Employer, such Employee shall be entitled take a period of long service leave on full pay. The long service leave entitlement shall be a proportionate amount calculated on the basis of 2 months' long service leave for 10 years' service. Such leave shall be taken at a time to be mutually arranged between the Employer and the Employee.

46.3.3 Where the service of an Employee with at least 5 years' service is terminated, the Employee shall be entitled for 5 years' service to one month's long service leave on full pay and for service after 5 years to a proportionate amount of such leave on full pay calculated on the basis of 2 months' long service leave for 10 years' service.

46.4 Where an Employee has acquired a right to extended leave under clause 46.3 of this clause, then and in every such case:

46.4.1 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.

46.4.2 Where a worker dies and any long service leave:

- (a) to which the worker was entitled has not been taken; or
- (b) 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.

46.5 For the purpose of this clause:

- (a) continuous service in the same hospital prior to the coming into force of this Agreement shall be taken into account;
- (b) one month equals four and one-third weeks'
- (c) continuous service shall be deemed not to have been broken by:
 - (i) any period of absence on leave without pay not exceeding six months;
 - (ii) absence of an Employee from the hospital whilst a member of the Defence Forces of the Commonwealth in time of war.

46.6 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.

46.7 Any period(s) of part-time employment with the same Employer shall count towards long service leave as provided for in clause 46.3.2 of this clause. Such long service leave shall be paid for on the basis of the proportion that the average number of hours worked per week bears to 38 hours.

46.8 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.

46.9 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.

47 Compassionate Leave

47.1 An Employee is entitled to 2 days of compassionate leave for each occasion (a permissible occasion) when a member of the Employee's immediate family, or a member of the Employee's household:

- (a) contracts or develops a personal illness that poses a serious threat to his or her life; or
- (b) sustains a personal injury that poses a serious threat to his or her life; or
- (c) dies.
- 47.2 An Employee may take compassionate leave for a particular permissible occasion if the leave is taken:
- (a) to spend time with the member of the Employee's immediate family or household who has contracted or developed the personal illness, or sustained the personal injury, referred to in clause 47.1; or
- (b) after the death of the member of the Employee's immediate family or household referred to in clause 47.1.
- 47.3 An Employee may take compassionate leave for a particular permissible occasion as a single continuous 2 day period; or 2 separate periods of 1 day each; or any separate periods to which the Employee and the Employer agree.
- 47.4 Where the Employee is involved in funeral arrangements, travelling etc., leave may be allowed for up to three days for each permissible occasion.
- 47.5 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.
- 47.6 If, in accordance with this clause, an Employee, other than a casual Employee, takes a period of compassionate leave, the Employer must pay the Employee at the Employee's base rate of pay for the Employee's ordinary hours of work in the period. For casual Employees, compassionate leave is unpaid leave.
- 47.7 The Employee, if required by the Employer, shall supply relevant evidence of the requirement for such leave.
- 47.8 Upon approval from the Employer, where a State has declared a natural disaster that directly affects the Employee and the Employee has exhausted their entitlement to Natural Disaster Leave under clause 56, the
- Employee may access the above compassionate leave entitlement.
- ## 48 Parental Leave
- 48.1 Employees are entitled to parental leave in accordance with the provisions of the Act.
- 48.2 An Employee, other than a casual Employee, is not entitled to unpaid leave under the Act (other than unpaid pre-adoption leave) unless the Employee has, or will have, completed at least 12 months of continuous service with the Employer. A casual Employee's entitlement arises as per the provisions of the Act.
- ### 48.3 Paid Parental Leave
- 48.3.1 Permanent Employees eligible for parental/primary care giver leave in accordance with clause 48.2 shall be entitled to the following paid parental leave:
- (a) Principal parental leave: 10 weeks' paid parental leave for the birth or adoptive parent; or
- (b) Supporting parental leave: 2 weeks of paid supporting partner leave (including same sex partners) will be made to any Employee who is eligible under this clause.
- 48.3.2 Paid parental leave will be paid in the normal fortnightly pay period.
- 48.3.3 An Employee who is taking parental or supporting partner leave in connection with an adoption cannot commence this leave before the day of placement of the child.
- 48.3.4 Where an Employee makes an application for parental or supporting leave in connection with an adoption, an Employer may request evidence of the placement day and evidence that the child is aged 6 or under on that day.
- 48.3.5 To avoid doubt, the entitlement to parental leave under this clause is in addition to any payment available from the Federal government's Paid Parental Leave scheme.
- 48.4 An Employee who is eligible for parental leave under this clause will be entitled to work until their estimated date of birth. At 6 weeks from the date of birth, if requested by the Employer or nominee, the Employee shall provide a statement from her medical practitioner to the effect that continuing employment until the date of birth is not a risk to the Employee or the unborn child.

48.5 Right to request

48.5.1 An Employee entitled to parental leave pursuant to the provisions of this clause may request the Employer to allow the Employee:

- (a) to extend the 52 weeks of unpaid parental leave by a further continuous period of leave not exceeding 12 months;
- (b) to return from a period of parental leave on a part-time basis until the child reaches school age;

to assist the Employee in reconciling work and parental responsibilities.

48.5.2 The Employer shall consider the request having regard to the Employee's circumstances and, provided the request is genuinely based on the Employee's parental responsibilities, may only refuse the request on reasonable grounds related to the effect of the workplace or the Employer's business. Without limiting what are reasonable business grounds for the purposes of this clause, reasonable business grounds include the following:

- (a) that the new working arrangements requested by the Employee would be too costly for the Employer;
- (b) that there is no capacity to change the working arrangements of other Employees to accommodate the new working arrangements requested by the Employee;
- (c) that it would be impractical to change the working arrangements of other Employees, or recruit new Employees, to accommodate the new working arrangements requested by the Employee;
- (d) that the new working arrangements requested by the Employee would be likely to result in a significant loss in efficiency or productivity;
- (e) that the new working arrangements requested by the Employee would be likely to have a significant negative impact on customer service.

48.5.3 The Employee's request and the Employer's decision made under subclauses 48.5.1 and 48.5.2 must be recorded in writing.

48.6 Request to return to work part-time

Where an Employee wishes to make a request under clause 48.5.1(b), such a request must be made as soon as possible but no less than seven weeks prior to the date upon which the Employee is due to return to work from parental leave.

48.7 Communication during parental leave

48.7.1 Where an Employee is on parental leave and a definite decision has been made to introduce significant change at the workplace, the Employer shall take reasonable steps to:

- (a) make information available in relation to any significant effect the change will have on the status or responsibility level of the position the Employee held before commencing parental leave; and
- (b) provide an opportunity for the Employee to discuss any significant effect the change will have on the status or responsibility level of the position the Employee held before commencing parental leave.

48.7.2 The Employee shall take reasonable steps to inform the Employer about any significant matter that will affect the Employee's decision regarding the duration of parental leave to be taken, whether the Employee intends to return to work and whether the Employee intends to request to return to work on a part-time basis.

48.7.3 The Employee shall also notify the Employer of changes of address or other contact details which might affect the Employer's capacity to comply with clause 48.7.1.

49 Representative Leave

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

49.1.1 To a maximum of 5 days per year (1 January to 31 December) for each hospital for the totality of all applications of paid trade union, union delegate training leave, attendance at association conferences, meetings and courses provided that:

- (a) the scope, content and level of the courses are directed to the enhancement of the operation of the settlement of dispute procedures;

- (b) that 2 weeks' notice is provided to the Employer;
- (c) the approval of leave must have regard to the operational requirements of the Employer;

49.1.2 This leave shall be paid at the ordinary time rate of pay.

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

50 Emergency Services Leave

At the discretion of the Employer, whose discretion will be exercised on the basis of operational requirements and what is reasonable in a particular circumstance, the Employer will facilitate an Employee who is a member of a voluntary emergency relief organisation such as the Rural Fire Services, Red Cross, St John Ambulance and the State Emergency Services to be released from normal duty without loss of pay (up to a maximum of three shifts per year) to assist in regard to a critical incident where a local emergency situation arises that requires the attendance of the Employee.

51 Ceremonial leave

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

52 Jury Service

52.1 An Employee other than a casual Employee, required to attend for jury service during his or her ordinary working hours shall be reimbursed by the Employer an amount equal to the difference between the amount paid in respect of his or her attendance for such jury service and the amount of ordinary salary he or she would have received in respect of the ordinary time he or she would have worked had he or she not been on jury service. The period of payments of jury service shall be limited to the period prescribed under relevant State Legislation.

52.2 An Employee shall notify his or her Employer as soon as possible of the date upon which he or she is required to attend for jury service. Further the Employee shall give his

or her Employer proof of his or her attendance at the court, the duration of such attendance and the amount received in respect of such jury service.

53 Purchased Leave

53.1 Purchased leave is where Employees have planned absences of 2 weeks of leave which is funded by salary deductions spread evenly over the year. This allows Employees to continue to receive pay during such leave.

53.2 Purchased leave must be utilised within the 12 months in which it is purchased.

53.3 Purchased leave counts as service for all purposes.

53.4 Applications for purchased leave must be made by a date nominated by the Employer.

53.5 The Employer's approval of purchased leave will be based on the operational requirements of the Employer, having regard to the personal needs and family responsibilities of staff.

53.6 Once a period of purchased leave has been approved, it may only be revoked by the Employer where exceptional circumstances exist. In the event of revocation, any accumulated leave may be paid out to the Employee, or the leave deferred to a date mutually agreed by Employer and Employee.

53.7 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.

53.8 Annual leave loading is not payable on purchased leave.

54 Examination Leave

54.1 Qualified Employees shall be granted leave with full pay in order to attend examinations necessary to obtain higher qualifications relevant to this agreement's classifications as approved from time to time by the respective ethical bodies representing the individual Employee.

54.2 The amount of leave to be granted shall be such as to allow the Employee to proceed to the place of examination and, in addition, to allow one clear working day other than a Saturday or a Sunday for pre-examination study if this is desired.

- 54.3 Any leave granted under the provisions of this clause shall be exempt from, and in addition to, the provisions of clause 43. Examination Leave is available to full-time Employees and part-time Employees who work four shifts or more per fortnight. Examination leave shall be up to 3 days per calendar year and shall be pro-rata for eligible part-time Employees. Paid examination leave is only available where such leave is required on a day the Employee would ordinarily be rostered to work.

55 Special Leave

A permanent Employee's eligibility for Special Leave will be in accordance with the Employer's leave policy & procedure (as amended from time-to-time).

56 Natural Disaster Leave

- 56.1 Natural Disaster Leave is paid leave for permanent Employees who are affected directly and personally by declared natural disasters such as bush fires and floods and are unable to attend the workplace.
- 56.2 Permanent Employees are entitled to up to 3 days' paid leave per occasion at the ordinary pay for the shift they would otherwise have worked on that day.
- 56.3 Any further leave required may be taken from the Employee's Annual Leave or, if agreed, it may be approved unpaid leave.
- 56.4 Natural Disaster Leave is not cumulative.
- 56.5 Notice and evidence requirements**
- 56.5.1 To be entitled to paid leave under this clause Employees must give notice to their manager of their request to take Natural Disaster Leave as soon as reasonably practicable (which may be at a time before or after the leave has started) that the Employee is (or will be) absent from their employment;
- 56.5.2 Employees may be required to provide their manager with reasonable evidence to support their application to access Natural Disaster Leave. Such evidence may include, but is not limited to, confirmation an event has been gazetted as a natural disaster or confirmation from a regulatory body such as Roads and Maritime Services or State Emergency Service of, for example, a road closure.

57 Professional Development and Compulsory Training

57.1 Professional development

- 57.1.1 The Employer has traditionally ensured that operating budgets make reasonable provision for the ongoing professional development of nursing staff. The Employer will support nursing staff to attend relevant seminars and conferences. Costs will either be shared or paid for in total by the Employer when appropriate. Any Employer financial assistance is to be approved prior to attending the conference /professional development seminar.
- 57.1.2 Employees are expected to participate in professional skill development to ensure that they perform at a standard consistent with competencies relevant to their classification and registration and that aligns to the strategic direction of the hospital(s).
- 57.1.3 On the basis of assessed needs, a range of programs/topics relevant to care delivery will be provided by the Employer and staff are encouraged to attend.
- 57.1.4 The Employer's training/educational goals for nursing staff will be established and reviewed in consultation with nurses. Individual training/educational goals and needs will be established and reviewed as part of the Employer's performance and competency appraisal system.
- 57.1.5 Permanent full-time and part-time (4 shifts or more per fortnight) Nurses may, on approval by the Employer, access up to 3 days professional development/conference leave in a year (pro rata for part-time Employees). The Employee is required to apply for such leave at least 4 weeks prior to the requested date/s. The application for this leave, nominating the preferred date(s), is to be in writing providing a brief description of the nature of the professional development activity to be undertaken. Professional development may be for research, attendance at seminars or conferences and is to be relevant to the Employee's current position duties.
- 57.1.6 Professional development leave is to be approved by the Nursing Manager (if applicable) and DON/Clinical Services. Leave approval takes into account that the professional development is relevant to the Employee's current position, fair distribution

of professional development activities across the hospital and no adverse impact to the operational requirements at the workplace. If an individual's professional development leave is rejected more than twice in any one calendar year, such leave request is to be reviewed by the CEO.

57.1.7 This is not a cumulative leave entitlement. An Employee granted such paid leave will be required to report on the seminar/conference to their Manager and willing to share their learnings with their team if requested.

57.1.8 The provisions of such professional development do not apply to Employees undertaking placement as part of obtaining their professional qualification.

57.2 Compulsory training

57.2.1 Where the Employee attends compulsory training other than during the course of a rostered shift, the minimum payment shall be:

- (a) the length of the training or 1 hour whichever is the greater, where the training has been scheduled at the start or finish of a shift for which the Employee is rostered.
- (b) the length of the training or 1 hour whichever is the greater, where the training has not been scheduled at the start or finish of a shift for which the Employee is rostered.
- (c) in accordance with clause 57.2.1(a) and 57.2.1(b) above, the payment for such training time shall be at the Employee's base ordinary hourly rate of pay. Alternatively, on approval from the Employer, the Employee may be granted paid time off equivalent to the time spent attending the training.

57.2.2 The Employer may require Employees to complete mandatory training through e-learning and will provide a access to computer and schedule time during work hours to complete the modules. Allocation of time for e-learning training is to be planned and agreed between the Employer and Employee.

57.2.3 Where an Employee finds that it takes more than the allocated time to complete a module, 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:

- (a) arranging for the module to be completed in working hours in the workplace and ensuring access to IT resources to allow this to occur; and/or
- (b) taking steps to assist the Employee to complete the modules.

57.3 Where an Employee, group of Employees or managers identify a specific need for training, face to face or web-enabled training will be planned, scheduled and provided to relevant staff in a timely manner, subject to the Employer's approval; however the Employer will not unreasonably withhold such training to ensure a safe workplace and ensure safe patient care.

Termination of Employment and Redundancy

58 Termination of Employment

58.1 Notice of termination by the Employer

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

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

58.1.2 In addition to this notice, where the Employee is over 45 years of age at the time of the giving of the notice with not less than two years continuous service, they will be entitled to an additional week's notice.

58.1.3 Payment in lieu of the notice will be made if the appropriate notice period is not required to be worked. Employment may be terminated by the Employer payment for the remainder of the period of notice.

58.1.4 In calculating any payment in lieu of notice, the wages the Employee would have received in respect of the ordinary time they would have worked during the period of notice had

their employment not been terminated will be used.

58.1.5 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.

58.1.6 Notwithstanding the foregoing provisions, where the Employee has been working part of the required period of notice and by the Employer making engaged as a trainee for a specific period of time, shall once the traineeship is completed and provided that the trainees' services are retained, have all service including the training period counted in determining entitlements. In the event that a trainee is terminated at the end of the traineeship and is re-engaged by the Employer within 6 months of such termination the period of traineeship shall be counted as service in determining any future termination.

58.2 Notice of termination by the Employee

58.2.1 The notice of termination required to be given by the Employee:

- (a) subject to subclauses 58.2.1(b) and 58.2.1(c), Employees with 1 year or less of service shall provide the Employer with one week notice, all other Employees shall give the Employer 2 weeks' notice of termination in writing;
- (b) a DON shall give 4 weeks' notice of termination in writing; and
- (c) casuals shall only be required to give notice to the end of the current shift worked.

58.2.2 If the Employee fails to give the required notice the Employer can deduct from their final pay an amount equivalent to the ordinary rate of pay for the notice period.

58.3 Summary dismissal

The Employer shall have the right to dismiss the Employee without notice for conduct that justifies summary dismissal in accordance with the Act.

59 Redundancy

59.1 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.

59.2 Transfer to lower paid duties

59.2.1 Where an Employee is transferred to lower paid duties for reasons set out in clause 59.1 the Employee shall be entitled to the same period of notice of transfer as she or he would be entitled to if her or 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 time rate of pay and the new lower ordinary time rates for the number of weeks' notice still owing.

59.3 Severance pay

59.3.1 In addition to the period of notice prescribed for termination, an Employee whose employment is terminated for reasons set out in clause 59.1 shall be paid the following amount of severance pay in respect of a period of continuous service.

59.3.2 If an Employee is under 45 years of age, the Employer shall pay in accordance with the following scale:

<i>Years of Service</i>	<i>Entitlement</i>
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

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

<i>Years of Service</i>	<i>Entitlement</i>
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

59.4 Definitions

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

59.5 Employee leaving during notice period

An Employee whose employment is terminated for reasons set out in clause 59.1 may terminate her or his employment during the period of notice and, if so, shall be entitled to the same benefits and payments under this clause had she or he remained with the Employer until the expiry of such notice. Provided in such circumstances the Employee shall not be entitled to payment in lieu of notice.

59.6 Alternative employment

Subject to an application by the Employer and further order of the FWC, the Employer may pay a lesser amount (or no amount) of severance pay than that contained in clause 59.1 if the Employer obtains acceptable alternative employment for an Employee.

59.7 Time off during period of notice

59.7.1 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 for the purpose of seeking other employment.

59.7.2 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, produce proof of attendance at an interview or she/he shall not receive payment for the time absent.

59.7.3 For this purpose, a statutory declaration will be sufficient.

59.8 Statement of employment

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

59.9 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.

59.10 Centrelink 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.

59.11 Employees with less than one year of continuous service

This clause does not apply to Employees with less than one year's continuous service.

59.12 Employees exempted

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

59.13 Incapacity to Pay

Where the Employer is incapable of paying the full amount of redundancy pay due to financial hardship the Employer may apply to the Fair Work Commission to amend or reduce the amount of redundancy pay.

Other Matters

60 Union Facilities, Noticeboard and Inductions

60.1 The Employer will allow union representatives reasonable access to internet and emails in order to fulfil their duties as a union branch official or delegate.

60.2 The Employer will make available space on a noticeboard in the staff rooms provided for Employees to take their breaks. These noticeboards will be used by authorised representatives of the union to post information relevant to Employees' rights and entitlements under this Agreement, work health and safety, and the services provided to members of the union.

60.3 Where it is not practicable for the Employer to make space on a noticeboard available in a

staff room, the Employer will then negotiate with union representatives to reach a mutually agreeable alternative location.

- 60.4 With the mutual agreement of a new Employee, the company, on request of an authorised union branch official or delegate, will provide to the official or delegate the names of any new Employees that have commenced within the preceding 6 months.

61 Flexible Work Arrangements

- 61.1 Employees may request flexible employment arrangements in accordance with the provisions of the NES.

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

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

- 61.3 To avoid doubt, and without limiting clause 61.1, an Employee who:

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

may request to work part-time to assist the Employee to care for the child.

- 61.4 The Employee is not entitled to make the request unless:

- (a) for an Employee other than a casual Employee, the Employee has completed at least 12 months of continuous service with the Employer immediately before making the request; or

- (b) for a casual Employee, the Employee:
 - (i) is a long term casual Employee of the Employer immediately before making the request; and
 - (ii) has a reasonable expectation of continuing employment by the Employer on a regular and systematic basis.

- 61.5 The request must:

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

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

- 61.7 The Employer may refuse the request only on reasonable business grounds. Without limiting what are reasonable business grounds, “**reasonable business grounds**” include the following:

- (a) that the new working arrangements requested by the Employee would be too costly for the Employer;
- (b) that there is no capacity to change the working arrangements of other Employees to accommodate the new working arrangements requested by the Employee;
- (c) that it would be impractical to change the working arrangements of other Employees, or recruit new Employees, to accommodate the new working arrangements requested by the Employee;
- (d) that the new working arrangements requested by the Employee would be likely to result in a significant loss in efficiency or productivity;
- (e) that the new working arrangements requested by the Employee would be likely to have a significant negative impact on customer service.

- 61.8 If the Employer refuses the request, the written response must include details of the reasons for the refusal.

Appendix 1: Wage Rate and Allowances

Table 1 – Monetary rates¹

Classification	Current		1.30%		1.50%		1.70%	
	As at 1 April 21		As at 1 April 22		As at 1 April 23		As at 1 April 24	
	weekly	hr	weekly	hr	weekly	hr	weekly	hr
Assistant in Nursing and Trainee Enrolled Nurse								
First year of service	\$950.64	\$25.02	\$963.00	\$25.34	\$977.44	\$25.72	\$994.06	\$26.16
Second year of service	\$981.08	\$25.82	\$993.83	\$26.15	\$1,008.74	\$26.55	\$1,025.89	\$27.00
Third year of service	\$1,011.76	\$26.63	\$1,024.92	\$26.97	\$1,040.29	\$27.38	\$1,057.98	\$27.84
Thereafter	\$1,043.44	\$27.46	\$1,057.01	\$27.82	\$1,072.86	\$28.23	\$1,091.10	\$28.71
Enrolled Nurse								
First year of service	\$1,166.56	\$30.70	\$1,181.73	\$31.10	\$1,199.45	\$31.56	\$1,219.84	\$32.10
Second year of service	\$1,192.15	\$31.37	\$1,207.65	\$31.78	\$1,225.77	\$32.26	\$1,246.60	\$32.81
Third year of service	\$1,217.99	\$32.05	\$1,233.83	\$32.47	\$1,252.34	\$32.96	\$1,273.62	\$33.52
Fourth year of service	\$1,243.71	\$32.73	\$1,259.88	\$33.15	\$1,278.78	\$33.65	\$1,300.52	\$34.22
Thereafter	\$1,269.68	\$33.41	\$1,286.18	\$33.85	\$1,305.47	\$34.35	\$1,327.67	\$34.94
EN Special Grade 1	\$1,338.60	\$35.23	\$1,356.00	\$35.68	\$1,376.34	\$36.22	\$1,399.74	\$36.84
EN Special Grade 2	\$1,384.97	\$36.45	\$1,402.97	\$36.92	\$1,424.02	\$37.47	\$1,448.23	\$38.11
Enrolled Nurse - Medication endorsed								
First year of service	\$1,235.39	\$32.51	\$1,251.45	\$32.93	\$1,270.22	\$33.43	\$1,291.81	\$34.00
Second year of service	\$1,262.35	\$33.22	\$1,278.76	\$33.65	\$1,297.94	\$34.16	\$1,320.00	\$34.74
Third year of service	\$1,289.55	\$33.94	\$1,306.32	\$34.38	\$1,325.91	\$34.89	\$1,348.45	\$35.49
Fourth year of service	\$1,316.76	\$34.65	\$1,333.88	\$35.10	\$1,353.89	\$35.63	\$1,376.90	\$36.23
Thereafter	\$1,344.22	\$35.37	\$1,361.69	\$35.83	\$1,382.12	\$36.37	\$1,405.61	\$36.99
EN Med Specialist Grade 1	\$1,412.22	\$37.16	\$1,430.58	\$37.65	\$1,452.04	\$38.21	\$1,476.72	\$38.86
EN Med Specialist Grade 2	\$1,458.17	\$38.37	\$1,477.12	\$38.87	\$1,499.28	\$39.45	\$1,524.77	\$40.13

¹ Rates to be effective from the first pay period on or after

Classification	Current		1.30%		1.50%		1.70%	
	As at 1 April 21		As at 1 April 22		As at 1 April 23		As at 1 April 24	
	weekly	hr	weekly	hr	weekly	hr	weekly	hr
Registered Nurse								
First year of service	\$1,322.85	\$34.81	\$1,340.04	\$35.26	\$1,360.15	\$35.79	\$1,383.27	\$36.40
Second year of service	\$1,394.78	\$36.70	\$1,412.91	\$37.18	\$1,434.11	\$37.74	\$1,458.48	\$38.38
Third year of service	\$1,466.71	\$38.60	\$1,485.78	\$39.10	\$1,508.07	\$39.69	\$1,533.70	\$40.36
Fourth year of service	\$1,544.11	\$40.63	\$1,564.18	\$41.16	\$1,587.65	\$41.78	\$1,614.64	\$42.49
Fifth year of service	\$1,620.39	\$42.64	\$1,641.45	\$43.20	\$1,666.08	\$43.84	\$1,694.40	\$44.59
Sixth year of service	\$1,697.17	\$44.66	\$1,719.23	\$45.24	\$1,745.02	\$45.92	\$1,774.68	\$46.70
Seventh year of service	\$1,784.13	\$46.95	\$1,807.32	\$47.56	\$1,834.43	\$48.27	\$1,865.62	\$49.10
Eighth year of service	\$1,857.80	\$48.89	\$1,881.95	\$49.53	\$1,910.18	\$50.27	\$1,942.65	\$51.12
Thereafter	\$1,857.80	\$48.89	\$1,881.95	\$49.53	\$1,910.18	\$50.27	\$1,942.65	\$51.12
Clinical Nurse Specialist								
Grade 1	\$1,914.69	\$50.39	\$1,939.58	\$51.04	\$1,968.67	\$51.81	\$2,002.14	\$52.69
Grade 2	\$2,139.44	\$56.30	\$2,167.25	\$57.03	\$2,199.76	\$57.89	\$2,237.16	\$58.87
Clinical Nurse Consultant								
Level 1	\$2,377.10	\$62.56	\$2,408.00	\$63.37	\$2,444.12	\$64.32	\$2,485.67	\$65.41
Nursing Unit Manager								
Level 1	\$2,330.26	\$61.32	\$2,360.56	\$62.12	\$2,395.97	\$63.05	\$2,436.70	\$64.12
Level 2	\$2,440.96	\$64.24	\$2,472.69	\$65.07	\$2,509.78	\$66.05	\$2,552.45	\$67.17
Level 3	\$2,506.55	\$65.96	\$2,539.14	\$66.82	\$2,577.23	\$67.82	\$2,621.04	\$68.97
Nurse Practitioner								
	\$2,552.40	\$67.17	\$2,585.58	\$68.04	\$2,624.36	\$69.06	\$2,668.97	\$70.24
Nurse undergoing pre-registration training								
	\$1,140.60	\$30.02	\$1,155.42	\$30.41	\$1,172.75	\$30.86	\$1,192.69	\$31.39
Clinical Nurse Educator								
	\$1,933.46	\$50.88	\$1,958.59	\$51.54	\$1,987.97	\$52.32	\$2,021.77	\$53.20
Nurse Educator								
First year of service	\$2,144.66	\$56.44	\$2,172.54	\$57.17	\$2,205.13	\$58.03	\$2,242.61	\$59.02
Second year of service	\$2,205.16	\$58.03	\$2,233.83	\$58.78	\$2,267.33	\$59.67	\$2,305.88	\$60.68

Classification	Current		1.30%		1.50%		1.70%	
	As at 1 April 21		As at 1 April 22		As at 1 April 23		As at 1 April 24	
	weekly	hr	weekly	hr	weekly	hr	weekly	hr
Third year of service	\$2,259.33	\$59.46	\$2,288.70	\$60.23	\$2,323.03	\$61.13	\$2,362.52	\$62.17
Fourth year of service	\$2,377.10	\$62.56	\$2,408.00	\$63.37	\$2,444.12	\$64.32	\$2,485.67	\$65.41
Senior Nurse Educator								
First year of service	\$2,434.75	\$64.07	\$2,466.40	\$64.91	\$2,503.39	\$65.88	\$2,545.95	\$67.00
Second year of service	\$2,484.56	\$65.38	\$2,516.86	\$66.23	\$2,554.62	\$67.23	\$2,598.04	\$68.37
Third year of service	\$2,567.92	\$67.58	\$2,601.31	\$68.46	\$2,640.33	\$69.48	\$2,685.21	\$70.66
Assistant Director of Nursing								
100 beds and over	\$2,506.55	\$65.96	\$2,539.14	\$66.82	\$2,577.23	\$67.82	\$2,621.04	\$68.97
Deputy Director of Nursing								
< 100 beds	\$2,440.96	\$64.24	\$2,472.69	\$65.07	\$2,509.78	\$66.05	\$2,552.45	\$67.17
100 beds but < 200 beds	\$2,506.55	\$65.96	\$2,539.14	\$66.82	\$2,577.23	\$67.82	\$2,621.04	\$68.97
200 beds but < 250 beds	\$2,567.92	\$67.58	\$2,601.31	\$68.46	\$2,640.33	\$69.48	\$2,685.21	\$70.66
250 beds but <350 beds	\$2,663.71	\$70.10	\$2,698.34	\$71.01	\$2,738.81	\$72.07	\$2,785.37	\$73.30
350 beds but <450 beds	\$2,759.25	\$72.61	\$2,795.12	\$73.56	\$2,837.04	\$74.66	\$2,885.27	\$75.93
450 beds but <750 beds	\$2,860.99	\$75.29	\$2,898.19	\$76.27	\$2,941.66	\$77.41	\$2,991.67	\$78.73
> = 750 beds	\$2,972.31	\$78.22	\$3,010.95	\$79.24	\$3,056.11	\$80.42	\$3,108.07	\$81.79
Director of Nursing								
< 25 beds	\$2,515.62	\$66.20	\$2,548.33	\$67.06	\$2,586.55	\$68.07	\$2,630.52	\$69.22
25 beds but < 50 beds	\$2,663.59	\$70.09	\$2,698.21	\$71.01	\$2,738.68	\$72.07	\$2,785.24	\$73.30
50 beds but < 75 beds	\$2,721.23	\$71.61	\$2,756.61	\$72.54	\$2,797.95	\$73.63	\$2,845.52	\$74.88
75 beds but <100 beds	\$2,777.88	\$73.10	\$2,813.99	\$74.05	\$2,856.20	\$75.16	\$2,904.76	\$76.44
100 beds but < 150 beds	\$2,857.64	\$75.20	\$2,894.79	\$76.18	\$2,938.21	\$77.32	\$2,988.16	\$78.64
150 beds but < 200 beds	\$2,953.05	\$77.71	\$2,991.44	\$78.72	\$3,036.31	\$79.90	\$3,087.93	\$81.26
200 beds but <250 beds	\$3,048.84	\$80.23	\$3,088.47	\$81.28	\$3,134.80	\$82.49	\$3,188.09	\$83.90
250 beds but <350 beds	\$3,163.63	\$83.25	\$3,204.76	\$84.34	\$3,252.83	\$85.60	\$3,308.13	\$87.06
350 beds but <450 beds	\$3,354.33	\$88.27	\$3,397.93	\$89.42	\$3,448.90	\$90.76	\$3,507.53	\$92.30
450 beds but <750 beds	\$3,549.00	\$93.39	\$3,595.14	\$94.61	\$3,649.07	\$96.03	\$3,711.10	\$97.66
> = 750 beds	\$3,771.38	\$99.25	\$3,820.41	\$100.54	\$3,877.72	\$102.05	\$3,943.64	\$103.78

Table 2 - Allowances²

Allowance	As at 1 April 21	As at 1 April 22	As at 1 April 23	As at 1 April 24
	Current	1.30%	1.50%	1.70%
In charge (per shift rate)				
In charge hospital, day, evening or night shift - per shift	\$32.29	\$32.71	\$33.20	\$33.76
In charge ward / unit in absence of Nursing Unit Manager - per shift	\$32.29	\$32.71	\$33.20	\$33.76
In charge of ward / unit and hospital no NUM less than 100 beds - per shift	\$48.38	\$49.01	\$49.74	\$50.59
On call (per hour rate)				
On call when rostered on - per hour (ref clause 18, minimum payment 10 hours)	\$3.07	\$3.11	\$3.16	\$3.21
On call on rostered days off - per hour (ref clause 18, minimum payment 18 hours)	\$3.07	\$3.11	\$3.16	\$3.21
On call for Christmas Day, Boxing Day, New Years Day, Good Friday, Easter Sunday (ref clause 18, minimum payment of 4 hours)	\$7.86	\$7.96	\$8.08	\$8.22
On call during meal break - per break	\$16.29	\$16.50	\$16.75	\$17.03
Radiography				
Radiographic allowance DON - per week	\$46.07	\$46.66	\$47.36	\$48.17
Radiographic allowance in absence of DON - per day	\$9.39	\$9.51	\$9.66	\$9.82
Radiographic allowance maximum - per week	\$46.07	\$46.66	\$47.36	\$48.17
Lead apron allowance - per hour or part thereof	\$2.30	\$2.33	\$2.36	\$2.40
Continuing Education (per week)				
<i>RN or Midwife or Clinical Nurse / Midwifery Specialist Grade 1 or Nursing / Midwifery Unit Mgr (level 1-3)</i>				
Post-registration Certificate	\$44.90	\$45.48	\$46.16	\$46.95
Post-registration Diploma	\$68.25	\$69.14	\$70.17	\$71.37
Post-registration Degree	\$82.83	\$83.91	\$85.16	\$86.61
<i>Enrolled Nurse</i>				
Certificate IV	\$34.06	\$34.50	\$35.02	\$35.62
Advanced Diploma	\$42.32	\$42.87	\$43.51	\$44.25
<i>Educators or Clinical Nurse / Midwifery Specialist Grade 2 or Clinical Nurse / Midwifery Consultant</i>				
Post graduate diploma or degree	\$68.25	\$69.14	\$70.17	\$71.37
Post graduate Masters or Doctorate	\$82.83	\$83.91	\$85.16	\$86.61

² Rates to be effective from the first pay period on or after

Allowance	As at 1 April 21	As at 1 April 22	As at 1 April 23	As at 1 April 24
	Current	1.30%	1.50%	1.70%
Uniforms (per week)				
Uniforms - per week	\$8.80	\$8.91	\$9.04	\$9.20
Laundry - per week	\$7.33	\$7.43	\$7.54	\$7.66
Cardigan or jacket - per week	\$2.67	\$2.71	\$2.75	\$2.79
Footwear	\$3.57	\$3.61	\$3.67	\$3.73
Meals (per meal)				
Meal on overtime - per meal	\$25.05	\$25.37	\$25.75	\$26.19
Breakfast - per meal	\$5.12	\$5.18	\$5.26	\$5.35
Other meals - per meal	\$9.23	\$9.35	\$9.49	\$9.65

Signatures

I am authorised to sign this Agreement on behalf of Aurora Healthcare:

Signature: *D Simic*

Print name and title: DARIA SIMIC (CHIEF OPERATING OFFICER (AUSTRALIA) AURORA HEALTHCARE)

Address: LEVEL 13; 160 SUSSEX STREET, SYDNEY NSW 2000

Date: 04 July 2022

I am authorised to sign this Agreement as the nominated Employee representative on behalf of the New South Wales Nurses and Midwives' Association/Australian Nurses and Midwives' Federation (NSW Branch):

Signature:

Print name and title:

See next page.

Address:

Date:

Brett Holmes

Brett Howard Holmes
Branch Secretary
Australian Nursing and Midwifery Federation
New South Wales Branch
50 O'Dea Ave
WATERLOO NSW 2017

Margaret Potts

WITNESS

Margaret Mary Potts
50 O'Dea Ave, Waterloo

O'Bray Smith

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

Margaret Potts

WITNESS

Margaret Mary Potts
50 O'Dea Ave, Waterloo

Authority to sign Agreement on behalf of employees is in accordance with Rule 40 of the Rules of the Australian Nursing and Midwifery Federation and as bargaining representative in accordance with the Fair Work Act 2009.

Schedule A: Hospitals covered under this Agreement

South Coast Private Hospital – South Coast Private Pty Ltd ABN 61 151 778 719

Toronto Private Hospital – Central Lakes Hospital Pty Ltd ABN 48 001 461 561

Hirondelle Private Hospital – Healthe Care Hirondelle Pty Ltd ABN 80 618 003 384

The Hills Clinic – The Hills Clinic Pty Ltd ABN 69 131 435 508

Westmead Rehabilitation Hospital – Westmead Rehabilitation Hospital Pty Ltd ABN 28 132 458 818

Schedule B: Nursing Staff Classifications

- B.1 **“Trainee Enrolled Nurse”** means a person who is being trained to become an enrolled nurse in a hospital approved for this purpose by the Board.
- B.2 **“Assistant in Nursing”** means a person, other than a registered nurse, student nurse, trainee enrolled nurse, or enrolled nurse, who is employed in nursing duties in a hospital.
- B.3 **“Enrolled Nurse”** means a person enrolled by the Board as such.
- (a) **“Enrolled Nurse– Special Grade level one”** means an Enrolled Nurse without medication qualification, who undertakes advanced skills such as IV cannulation as a routine part of their daily work with a minimum of minimum of five years full-time equivalent post enrolment experience.
 - (b) **“Enrolled Nurse– Special Grade level two”** means an Enrolled Nurse without medication qualification, with an Advanced Certificate qualification and a minimum of six years full-time equivalent post enrolment experience, including three years full-time equivalent experience in the relevant clinical area. In-house certificates, such as the HealthCare Theatre Certificate for enrolled nurses, would be regarded as a qualification
- B.4 **“Enrolled Nurse – Medication Endorsed”** means a person enrolled by the Board and endorsed to administer medications by the Board.
- (a) **“Enrolled Nurse, Medication endorsed – Special Grade level one”** means an Enrolled Nurse with medication qualification, who undertakes advanced skills such as IV cannulation as a routine part of their daily work with a minimum of five years full-time equivalent post enrolment experience.
 - (b) **“Enrolled Nurse, Medication endorsed – Special Grade level two”** means an Enrolled Nurse with medication qualification who has an Advanced Certificate qualification and a minimum of six years full-time equivalent post enrolment experience, including three years full-time equivalent experience in the relevant clinical area.
- B.5 **“Registered Nurse”** means a person registered by the Board as a Registered Nurse.
- B.6 **“Clinical Nurse Specialist Grade 1”** means a registered nurse with relevant post-basic qualifications and 12 months’ experience working in the clinical area of his/her specified post-basic qualification, or a minimum of four years’ post-basic registration experience, including three years’ experience in the relevant specialist field and who satisfies the local criteria.
- B.7 **“Clinical Nurse Specialist Grade 2”** means: a Registered Nurse appointed to a position classified as such with relevant post-registration qualifications and at least 3 years’ experience working in the clinical area of their specified post-graduate qualification.

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

- (a) Exercises extended autonomy of decision making;
- (b) Exercises professional knowledge and judgement in providing complex care requiring advanced clinical skills and undertakes one of the following roles:
 - (i) leadership in the development of nursing specialty clinical practice and service delivery in the ward/unit/service; or
 - (ii) specialist clinical practice across a small or medium sized health facility/sector/service; or
 - (iii) primary case management of a complete episode of care; or

- (iv) primary case management of a continuum of specialty care involving both inpatient and community-based services; or
- (v) an authorised extended role within the scope of Registered Nurse practice.

B.8 “Nursing Unit Manager” means a registered nurse in charge of a ward or unit or group of wards or units in a hospital shall include:

(a) **“Nursing Unit Manager Level 1”** whose responsibilities include:

(i) 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.

(ii) 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.

(iii) 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.

B.9 “Clinical Nurse Educator” means a registered nurse with relevant post registration certificate qualifications or experience deemed appropriate by the Employer, who is required to implement and evaluate educational programmes at the ward/unit level. The Clinical Nurse Educator shall cater for the delivery of clinical nurse education in the ward/unit level only.

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

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

B.10 “Nurse Educator” means a registered nurse with a post registration certificate, who has relevant experience or other qualifications, deemed appropriate by the Employer who is appointed to a position of Nurse Educator.

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

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

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

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

- B.11 **“Senior Nurse Educator”** means a registered nurse with a post registration certificate or appropriate qualifications, who has, or is working towards recognised tertiary qualifications in education or equivalent and has demonstrated experience and skills in the field of education appointed to a position of Senior Nurse 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.

- B.12 **“Nurse Practitioner”** is a registered nurse appointed to the role; has obtained an additional qualification relevant to the regulating authority to enable them to become licensed Nurse Practitioners. A Nurse Practitioner is authorised to function autonomously and collaboratively in an advanced and extended clinical role.

Role of a licensed Nurse Practitioner

- (a) The Nurse Practitioner is able to assess and manage the care of patients using nursing knowledge and skills. It is dynamic practice that incorporates application of high-level knowledge and skills, beyond that required of a registered nurse in extended practice across stable, unpredictable and complex situations.
- (b) The Nurse Practitioner role is grounded in the nursing profession's values, knowledge, theories and practice and provides innovative and flexible health care delivery that complements other health care providers.

Scope of practice

The scope of practice of the Nurse Practitioner is determined by the context in which:

- (c) the Nurse Practitioner is authorised to practice. The nurse practitioner therefore remains accountable for the practice for which they directed; and
- (d) the professional efficacy whereby practice is structured in a nursing model and enhanced by autonomy and accountability.

The Nurse Practitioner is authorised to directly refer patients to other health professionals, prescribe medications and order diagnostic investigations including pathology and plain screen x-rays.

Nurse Practitioners exhibit clinical leadership that influences and progresses clinical care, policy and collaboration through all levels of health service.

- B.13 **“Clinical Nurse Consultant”** means a registered nurse appointed as such to the position of, whose 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.
- B.14 **“Assistant Director of Nursing”** means:
- (a) A person appointed as such in a hospital where the adjusted daily average of occupied beds is not less than 150 and includes a person appointed as the nurse in charge during the evening or night in a hospital where the adjusted daily average of occupied beds is not less than 150.
 - (b) A person appointed to be a registered nurse in charge of all theatres in a hospital having four or more major theatres in regular use.
 - (c) A person appointed as such to a position approved by the Employer including persons appointed to be in charge of the administration of a group of wards or department of a hospital including a community nursing department.
- B.15 **“Subsidiary Hospital Director of Nursing”** means a person who is in charge of a subsidiary hospital which is under the management of the main hospital, but which is detached there from and is substantially separately administered.
- B.16 **“Deputy Director of Nursing”** means a person appointed to that position or deemed to hold that position pursuant to clause 15 of this Agreement.
- B.17 **“Director of Nursing”** includes a registered nurse who is registered by their Employer with the Health Administration Corporation of New South Wales as the person in charge of the hospital. There shall be only one person in each hospital entitled to be classified as Director of Nursing or whatever title the Senior Nursing Administrator is known by an individual hospital.

IN THE FAIR WORK COMMISSION

Matter No: AG2022/2306

Applicants: South Coast Private Pty Ltd ACN 151 778 719
Central Lakes Hospital Pty Ltd ACN 001 461 561
Health Care Hironnelle Pty Ltd ACN 618 003 384
The Hills Clinic Pty Ltd ACN 131 435 508
Westmead Rehabilitation Hospital Pty Ltd ACN 131 435 508

Section 185 – Application for approval of a single enterprise agreement

Undertakings- Section 190

I, Daria Simic, Chief Operating Officer of Aurora Healthcare give the following undertakings with respect to the *Aurora Healthcare (NSW Hospitals) and NSWNMA ANMF NSW Branch Enterprise Agreement 2022-2024 (Agreement)*:

1. I have the authority given to me by each of the Applicants, being single interest employers within the Aurora Healthcare group, to provide these undertakings in relation to the application for approval of the Agreement before the Fair Work Commission.
2. For the purposes of the National Employment Standards in the *Fair Work Act 2009* (Cth) (**Act**), the Applicants confirm that the definition of shiftworker is an employee who works their ordinary hours on Sundays and/or public holidays in accordance with clause 43.10.1 of the Agreement.
3. The Applicants undertake to provide compassionate leave to employees under clause 47.2 of the Agreement on each permissible occasion set out in section 104 of the Act.
4. These undertakings are provided on the basis of issues raised by the Fair Work Commission in the application before the Fair Work Commission.

D Simic

Signature

09/08/2022

Date