



DECISION

Fair Work Act 2009
s.185—Enterprise agreement

Eastern Heart Clinic Pty Limited T/A Eastern Heart Clinic
(AG2019/1332)

EASTERN HEART CLINIC AND NSWNMA/ANMF ENTERPRISE AGREEMENT 2019 - 2021

Health and welfare services

DEPUTY PRESIDENT MILLHOUSE

MELBOURNE, 2 JULY 2019

Application for approval of the Eastern Heart Clinic and NSWNMA/ANMF Enterprise Agreement 2019 - 2021.

[1] An application has been made for approval of an enterprise agreement known as the *Eastern Heart Clinic and NSWNMA/ANMF Enterprise Agreement 2019 - 2021* (Agreement). The application was made pursuant to s.185 of the *Fair Work Act 2009* (Act). It has been made by Eastern Heart Clinic Pty Limited T/A Eastern Heart Clinic. The Agreement is a single-enterprise agreement.

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

[3] The Agreement is approved and, in accordance with s.54 of the Act, will operate from 9 July 2019. The nominal expiry date of the Agreement is 31 December 2021.



DEPUTY PRESIDENT

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EASTERN HEART CLINIC

AND

NSWNMA/ANMF

ENTERPRISE AGREEMENT

2019 – 2021

PART A

1. Arrangement

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2. Title

This agreement will be known as and referred to as the Eastern Heart Clinic and NSWNMA/ANMF Enterprise Agreement 2019 - 2021 ("the Agreement").

3. Parties

This agreement will be binding on:

- 3.1 Eastern Heart Clinic Pty Ltd.
- 3.2 The Australian Nursing and Midwifery Federation - NSW Branch
- 3.3 Nursing employees employed by Eastern Heart Clinic in classifications listed in Table 1 – Monetary Rates of Part B.

4. Duration

The agreement will commence 7 days after the date of approval by the Fair Work Commission, and shall have a nominal expiry date of 31 December 2021.

5. Definitions

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

"**Act**" shall mean the Fair Work Act.

"**Average Occupied Beds**" means calculating the adjusted daily average of occupied beds of a hospital. 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.

"**Award**" means the Nurses Award 2010 as amended from time to time.

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

"**Clinical Nurse Educator**" means a registered nurse with relevant post registration certificate qualifications or experience deemed appropriate by Eastern Heart Clinic, 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.

"**Clinical Nurse Specialist**" 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.

"**Clinical Nurse Consultant**" means a registered nurse appointed as such to the position of, who has had at least five years post-basic registration experience and who has in addition approved post-basic nursing qualifications relevant to the field in which they are appointed or such other qualifications or experience deemed appropriate by Eastern Heart Clinic.

"**Day Procedure Centre**" means a licensed day procedure centre as defined in the *Private Health Facilities Act 2007*.

"**Day Worker**" means an employee who works their ordinary hours between 6.00 am and 6.00 pm from Monday to Friday inclusive.

"Deputy Director of Nursing" means a registered nurse appointed to that position or deemed to hold that position pursuant to Clause 30, Deputy Directors of Nursing.

"Director of Operations" is the title of the Director of Nursing, at Eastern Heart Clinic, who is a registered nurse, registered by Eastern Heart Clinic in accordance with the Private Health Facilities Act 2017 as the person in charge of the hospital. There shall be only one person in the hospital entitled to be classified as Director of Nursing or whatever title the Senior Nursing Administrator is known at the hospital.

"Enrolled Nurse" means a nurse registered with the Board and endorsed to administer medications by the Board.

"Enrolled Nurse (with notation)" means a nurse registered with the Board who has the following notation: "Does not hold Board-approved qualifications in administration of medications" attached to their registration.

"Experience" in relation to an enrolled nurse means experience before and/or after the commencement of this Agreement whether within New South Wales or elsewhere and in the case of an enrolled nurse 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.

"Hospital" means a private health facility as defined by the *Private Health Facilities Act 2007*.

"Immediate Family" means:

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

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

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

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

"Nurse Clinician" means a Clinical Nurse Specialist who demonstrates clinical expertise through advanced knowledge and skills in an area of clinical nursing. The Nurse Clinician is responsible for the admission of the patient to the clinic, ensuring all relevant pre-operative information is available and completing a medical history for each patient. The Nurse Clinician will also provide pre-operative education to the patient and their family and must report to the medical staff any issues that may impact the patient's treatment.

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

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

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

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

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

"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:

- (1) Co-ordination of Patient Services
 - Liaison with all health care disciplines for the provision of services to meet patient needs.
 - The orchestration of services to meet patient needs after discharge.
 - Monitoring catering and transport services.
- (2) Unit Management
 - Implementation of hospital policy.
 - Dissemination of information to all personnel.
 - Ensuring environmental safety.
 - Monitoring the use and maintenance of equipment.
 - Monitoring the supply and use of stock and supplies.
 - Monitoring cleaning services.
- (3) Nursing Staff Management
 - Direction, co-ordination and supervision of nursing activities.
 - Training, appraisal and counselling of nursing staff.
 - Rostering and/or allocation of nursing staff.
 - Development and/or implementation of new nursing practice according to patient need.

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

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

"Ordinary pay" of an employee includes in addition to the base rate of pay, any applicable over-agreement payments for ordinary hours of work. It does not include shift or weekend penalties.

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

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

"Service" for the purpose of Clause 12, Recognition of Service and Experience, means service before or after the commencement of this Agreement in New South Wales or elsewhere as a registered nurse, provided that all service recognised prior to the commencement of this Agreement shall continue to be recognised.

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

- Associate Diploma in Community Health - College of Nursing, Australia; NSW College of Nursing.
- Associate Diploma in Nursing Administration - College of Nursing, Australia; NSW College of Nursing.
- Associate Diploma in Nursing Education - College of Nursing, Australia; NSW College of Nursing; Newcastle College of Advanced Education.
- Certificate in Ward Management - NSW College of Nursing.

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

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

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

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

"Team Leader" is an experienced Registered Nurse who provides guidance, instruction, direction, and leadership to a group of other staff for the purpose of achieving a key result or group of aligned results. The Team Leader on any day will take responsibility for the coordination of operating lists (in consultation with Medical staff), allocation of staff (nursing and allied staff), liaising with external hospital departments (i.e. public and private wards, ICU, CTOT), and the general running of the clinic on that day.

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

"Workplace Representative" Workplace Representative means a person(s) nominated by an employee or employees to represent them in accordance with the provisions of this Agreement.

6. Commitment to Improved Productivity

- 6.1 The parties to this Agreement are committed to the joint achievement of demonstrated productivity and efficiency measures in order to help meet the increased financial commitments of the Agreement. These will be translated into both organisational and individual productivity measures.
- 6.2 Employees and Eastern Heart Clinic agree to work together to achieve a culture within the organisation in which:
 - (a) we work as a team recognising the contribution of each individual, recognising their skills and needs and providing mutual support;
 - (b) we understand the needs of the consumers of our service and make every endeavour to meet and exceed these needs in order to remain competitive within the industry.
- 6.3 Without limiting the scope of measures to be examined during the term of this Agreement, the parties agree to work co-operatively to achieve actual productivity and efficiency gains through the above commitments.

7. Hours of Work and Free Time of Employees

- 7.1 The ordinary hours of work for full-time employees, other than the Director of Operations, exclusive of meal times, will be 38 hours per week, 76 Hours per fortnight or 152 hours over 28 days.
- 7.2 The hours of work may be arranged as follows:
- (a) 76 hours per fortnight to be arranged so that each employee shall not work their ordinary hours on more than ten days in the fortnight; or
 - (b) 76 hours in a fortnight to be arranged so that each employee works their ordinary hours on 8 days in the fortnight; or
 - (c) 152 hours in a 28 calendar-day cycle to be arranged so that each employee shall not work their ordinary hours on more than 20 days in the 28 calendar-day cycle; or
 - (d) An accrued day off (ADO) system of work may be implemented via an employee working no more than 19 days in a four week period of 152 hours; or
 - (e) A system of 12 hour shifts may be implemented in accordance with subclause 7.18.
- 7.3 Except where authorised by subclause 7.18 each shift shall consist of no more than 10 hours of work at ordinary time (not including unpaid breaks) with not less than 8 hours break between each shift. If, on the instruction of Eastern Heart Clinic an employee resumes or continues to work without having had eight hours off duty they will be paid at the rate of double time until released from duty for such period.
- 7.4 An employee shall not work more than 7 consecutive shifts unless the employee so requests and Eastern Heart Clinic agrees.
- 7.5 An employee shall not work more than two (2) quick shifts in any period of 14 days. A quick shift is an evening shift which is followed by a morning shift.
- 7.6 **Accrued Day Off (ADO)**
- An ADO system of work may be implemented via a full-time employee working no more than 19 days in a four week period of 152 hours. Where an ADO system is implemented:
- (a) Eastern Heart Clinic is to decide when employees take their ADO's. Where necessary Eastern Heart Clinic must consult with the affected employees to ascertain the employees' preferences and must take any such preferences into account when arriving at a decision;
 - (b) Where practicable, ADO's shall be consecutive with RDO's;
 - (c) Once set, the ADO's may not be changed except in accordance with the provisions of Clause 10, Rosters;
 - (d) With the consent of Eastern Heart Clinic, ADOs may be accumulated up to a maximum of six in any one year. By mutual agreement this may be extended to no more than 12 days at any one time. Where the employee wants to accumulate more than 6 ADO's the employee must apply and Eastern Heart Clinic will not unreasonably decline the request. Where ADO's are accumulated, they may be taken in conjunction with the employee's annual leave, or as otherwise agreed;
 - (e) An employee will be paid for any accumulated ADOs, at ordinary rates, on the termination of their employment for any reason.
 - (f) Credit of time towards an ADO shall not accrue when an employee is absent in accordance with subclause 23.2. Employees entitled to an ADO shall accrue credit towards an ADO in respect of each day those employees are absent on days which have been added to be taken in conjunction with annual leave in accordance with the election provisions of clause 24 - Public Holidays.
- 7.7 Except for breaks for meals the hours of duty each day shall be continuous. Except for the regular changeover of shifts, an employee will not be required to work more than one shift in each 24 hours.
- 7.8 **Meal Breaks**

- (a) Each employee shall be allowed a break of not less than thirty minutes and not more than sixty minutes for each meal occurring on duty.
- (b) Where practicable, employees shall not be required to work more than 5 hours without a meal break. Provided that where practicable an employee engaged to work for 5 hours or less in any one shift may elect not to take a meal break as otherwise provided for by this subclause without penalty to Eastern Heart Clinic. The term "where practicable" encompasses regard being paid to the service requirements of Eastern Heart Clinic.
- (c) By agreement of an individual employee, an employee who works shifts of six hours or less may forfeit the meal break.
- (d) Where an employee is required to be on duty during a meal break, the employee will be paid overtime for all time worked until the meal break is taken.
- (e) Where an employee is required by the employer to remain available during a meal break, but is free from duty, the employee will be paid an allowance at ordinary rates for a 30 minute meal break. This period will not count as time worked when calculating ordinary hours for the purposes of overtime or penalties. If the employee is recalled to perform duty during this period the employee will be paid overtime for all time worked until the balance of the meal break is taken.

7.9 Tea Breaks.

- (a) Every employee will be entitled to a paid 10 minute tea break in each four hours worked at a time to be agreed between the employee and Eastern Heart Clinic.
- (b) Subject to agreement between Eastern Heart Clinic and employee, such breaks may alternatively be taken as one 20 minute tea break.
- (c) Tea breaks will count as time worked

7.10 Subclauses 7.8 and 7.9 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.

7.11 Where an employee is required to change into a uniform or a specified type of garment at Eastern Heart Clinic's premises, they shall be allowed ten minutes for such a purpose and such time shall be counted as working time and paid as such.

- 7.12 (a) Except as provided for in subclause 7.12(b) an employee shall not be employed on night duty for a longer period than 8 consecutive weeks. After having served a period of night duty an employee shall not be required to serve a further period on night duty until they have been off night duty for a period equivalent to the previous period on night duty.
- (b) The provisions of subclause 7.12(a) shall not apply to a Nursing Unit Manager or a general nurse in charge, as the case may be, who is employed permanently in charge at night or to an employee who requests to be employed on night duty and the Director of Operations consents.

7.13 An employee changing from night duty to day duty or from day duty to night duty shall be free from duty during the twenty hours immediately preceding the commencement of the changed day.

- 7.14 (a) Each employee shall be free from duty for not less than two full days in each week or four full days in each fortnight or eight full days in each twenty-eight (28) day cycle. These days are referred to as Rostered Days Off (RDO) and no duties shall be performed by the employee on any of such free days except for overtime. Where practicable, days off shall be consecutive and shall not be preceded by an evening shift or a night shift unless an additional eight hours are granted as sleeping time. An evening shift shall be one which commences at or after 1.00 pm and before 4.00 pm.
- (b) An employee, at her or his request, may be given free from duty time in one or more periods but no period shall be less than one full day.
- (c) For the purpose of this subclause "full day" means from midnight to midnight or midday to midday.

- 7.15 (a) Employees may be required to remain on call. Any such time on call shall not be counted as time worked (except insofar as an employee may take up actual duty in response to a call), but shall be paid for in accordance with Clause 13, Special Allowances, of this Agreement: Provided, however, no employee shall be required to remain on call whilst on leave or on the day before entering upon leave.
- (b) No employee shall be required to remain on call whilst on a RDO 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 Eastern Heart Clinic to place staff on call on an RDO or on completion of the shift on the day preceding a RDO in order to ensure the provision of services; or where an employee agrees to remain on call on these days.
- 7.16 Eastern Heart Clinic shall not alter the period over which the ordinary hours of work of employees are balanced except upon giving one month's notice of their intention to do so to affected employees and if requested by the employee, any nominated representative which may be a union representative. Consultation regarding changes to the period over which ordinary hours are balanced will occur in accordance with Clause 39, Consultation.
- 7.17 The provisions of subclauses 7.12 and 7.13 and 7.14(a), shall not apply if the employee is required to perform duty to enable the nursing service of Eastern Heart Clinic to be carried on or where another employee is absent from duty on account of illness or in an emergency.
- 7.18 The following criteria shall apply to the introduction and/or continued operation of 12 hour shifts:
- (a) 12 hour shifts may only be introduced in units where there has been full consultation with the staff affected and a majority of the staff affected agree to the introduction of the proposed 12 hour shift system;
- (b) any employee who does not wish to work under the 12 hour shift system may work a mutually agreed alternative shift system in the unit affected or may transfer to another mutually agreed position within the facility with no loss of classification and contracted hours;
- (c) the span of hours must not exceed 12.5 hours;
- (d) there must be a maximum of three consecutive night shifts which include one or more 12 hour shifts;
- (e) there must be a minimum break of 11.5 hours rostered between each 12 hour shift;
- (f) employees must be allowed either two 30 minutes or one 60 minutes meal break. In addition to the meal breaks employees must be allowed either two 10 minute or one 20 minute paid tea break;
- (g) Eastern Heart Clinic must notify the employees, and if requested by the employee any nominated employee representative, which may be a union representative, of the implementation of the 12 hour shifts at least one month prior to commencing the new arrangements. The details of that notification must indicate the number of employees involved, the section of the hospital involved and the Agreement provisions which need to be overridden.
- (h) there must be an evaluation process at the completion of the first 12 months, or sooner if Eastern Heart Clinic and affected employees agree. The evaluation process must involve representatives of employees and Eastern Heart Clinic. Aspects which are to be considered in the evaluation process are to include occupational health and safety data, sick leave patterns and the frequency of overtime.
- (i) the employees and if requested by the employee any nominated employee representative which may be a union representative are to be notified of the outcome of the evaluation process;
- (j) nothing contained in this subclause shall prevent an individual employee and Eastern Heart Clinic reaching mutual agreement to that individual working 12 hour shifts.
- 7.19 Reasonable Additional Hours
- (a) All hours worked over an average of 38 ordinary hours per week, will be deemed to be additional hours. All hours worked by part-time employees beyond their guaranteed minimum number of hours will be treated as additional hours for the purpose of this subclause. All additional hours worked will be paid in accordance with this Agreement.

- (b) An employee may not be required to work additional hours in circumstances where the working of additional hours would result in the employee working hours which are unreasonable having regards to (refer to section 62 of the Act):
 - (i) any risk to employee health and safety from working the additional hours;
 - (ii) the employee's personal circumstances, including family responsibilities;
 - (iii) the needs of the workplace or enterprise in which the employee is employed;
 - (iv) whether the employee is entitled to receive overtime payments, penalty rates or other compensation for, or a level of remuneration that reflects an expectation of, working additional hours;
 - (v) any notice given by Eastern Heart Clinic of any request or requirement to work the additional hours;
 - (vi) any notice given by the employee of his or her intention to refuse to work the additional hours;
 - (vii) the usual patterns of work in the health industry, or the part of the industry, in which the employee works;
 - (viii) the nature of the employee's role, and the employee's level of responsibility;
 - (ix) whether the additional hours are in accordance with averaging terms included in clause 7 of the agreement;
 - (x) any other relevant matter.

8. Hours of Work and Free Time of Director of Operations

This clause does not apply to part-time employees.

- 8.1 A Director of Operations 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.
- 8.2 If any of the days mentioned in subclause 8.1 cannot be taken by reason of emergency, such day or days shall be given and taken within 28 days of becoming due.
- 8.3 A Director of Operations shall, where practicable, inform Eastern Heart Clinic giving not less than seven 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 Eastern Heart Clinic, and such approval shall not be unreasonably withheld.

9. Banking of Hours

- 9.1 A full-time or part-time employee may, by agreement made daily, weekly or fortnightly with their Nurse Unit Manager or Director of Operations:
 - (a) work less than their daily, weekly or fortnightly rostered or contracted hours and work those hours at a later date; or
 - (b) work more than their daily, weekly or fortnightly rostered or contracted hours and take time off in lieu of payment, or may set off the additional hours worked against any owing under (a) above.
- 9.2
 - (a) An employee who works less than their rostered or contracted hours in accordance with Clause 9, Banking of Hours shall be paid as though the 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.
 - (b) Employees who work less than their rostered or contracted hours and who have a positive time off in lieu of overtime balance are to expire this balance before going into debt.
- 9.3 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.

- 9.4 Time debited under these arrangements shall all be at ordinary time, i.e. an hour for an hour.
- 9.5 Time credited under these arrangements shall all be at overtime rates.
- 9.6 An employee may not have more than 76 hours in debit or credit at any point in time.
- 9.7 Employees who have hours in debit must be given first option to work additional hours prior to the use of casual employees.
- 9.8 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.
- 9.9 On termination of employment, Eastern Heart Clinic must pay the employee for all hours in credit and may deduct from termination pay the value of any hours in debit.
- 9.10 Either party shall have the right to terminate an agreement under this clause with two weeks' notice.

10. Rosters

- 10.1 The ordinary hours of work for each employee, other than the Director of Operations and casual employees, shall be displayed on a roster in a place conveniently accessible to employees.
- 10.2 The roster shall be displayed where practicable at least two weeks prior, but in any event not less than one week prior, to the commencing date of the first working period in the roster. Provided that in the case of a part-time employee whose hours are balanced over 4 weeks, the roster shall be displayed where practicable, at least 4 weeks prior to the commencing date of the first working period in the roster but in any event not less than one week prior, to the commencing date of the first working period in the roster.
- 10.3 Notwithstanding the foregoing provisions of this clause, a roster may be altered at any time to enable the nursing service of the hospital to be carried on where another employee is absent from work pursuant to clauses 46 – ceremonial leave; 27 – personal/carers' leave; 26 - compassionate leave and 50 – Leave to deal with Family and Domestic Violence, 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.
- 10.4 Prior to the date of the changed shift, such change of roster shall be notified verbally or in writing to the employee concerned.
- 10.5 An employee may change their roster at short notice, with the agreement of their Director of Operations for any reasonable ground.
- 10.6 Eastern Heart Clinic 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.
- 10.7 Where an employee is entitled to an additional day off duty in accordance with Clause 7, Hours of Work and Free Time of Employees, such day is to be shown on the roster of hours for that employee.
- 10.8 All rosters shall be retained for at least six years.

11. Salaries

- 11.1 The minimum salaries per week shall be as set out in Table 1 – Monetary Rates, of Part B. The parties have agreed that the following wage increases will apply:
- (a) 2.5% from the first full pay period to commence on or after 1 January 2018 Column 2
 - (b) 3% from the first full pay period to commence on or after 1 January 2019 Column 3
 - (c) 3% from the first full pay period to commence on or after 1 January 2020 Column 4
 - (d) 3% from the first full pay period to commence on or after 1 January 2021 Column 5

- 11.2 Where an employee receives a rate of pay in excess of the rates set out in Table 1, the employee will maintain their above Agreement wage and will not be disadvantaged.
- 11.3 The allowances as set out in Table 2 – Other Rates and Allowances, of Part B shall be paid.
- 11.4 An Enrolled Nurse with notation who is subsequently qualified to administer medication, will be classified and paid as an Enrolled Nurse from the commencement of the first full pay period following the completion of an appropriate course, which is approved by the Board. From that pay period they shall be paid on a pay point within the Enrolled Nurse classification scale which is higher than the salary they were receiving as an Enrolled Nurse with notation immediately before they qualified.
- They shall progress through the pay points in the Enrolled Nurse classification scale on the completion of twelve months' service (or for part-time employees the full-time equivalent of 1,976 hours) at each pay point.
- 11.5 In relation to the salaries of Deputy Director of Nursing and Director of Operations, "beds" means adjusted daily average of occupied beds.
- 11.6 The wage increase specified above are inclusive of any wage increases; determination or award of the Fair Work Commission or any other authorised tribunal or commission made during the period of this Agreement. Any increase in the Award rates of pay shall be absorbed into the wage rates paid under this Agreement. Should the application of any increase awarded by the Fair Work Commission result in rates applicable to the employees that are greater than those applying in this Agreement, those rates will be applied in lieu of the above increase from the date specified by the Fair Work Commission.

12. Recognition of Service and Experience

- 12.1 Eastern Heart Clinic shall notify each nurse in writing of the requirements of this clause at the time of the nurse's commencement of employment. If Eastern Heart Clinic does not so notify the nurse then the requirements of this clause shall not commence until Eastern Heart Clinic does so notify the nurse.
- 12.2 From the time of commencement of employment, the nurse has three months in which to provide documentary evidence to Eastern Heart Clinic detailing any other 'service' or 'experience', as defined in Clause 5, Definitions, not disclosed at the time of commencement. This evidence, in the absence of other documentary evidence may take the form of a statutory declaration.
- 12.3 Until such time as the nurse furnishes any such documentation contemplated in subclause 12.2 Eastern Heart Clinic shall pay the nurse at the level for which documentary evidence has been provided.
- 12.4 If within three months of commencing employment a nurse does provide documentary evidence of other previous service or experience not disclosed at the time of commencement, Eastern Heart Clinic 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.
- 12.5 If a nurse provides documentary evidence of other previous service or experience not disclosed at the time of commencement after the said three months period, the nurse shall be paid a rate appropriate for the previous service or experience then proved but only from the date of providing that evidence to Eastern Heart Clinic.
- 12.6 A nurse who is working as a nurse for more than one organisation shall notify Eastern Heart Clinic 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.
- 12.7 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.

13. Special Allowances

- 13.1 (a) A registered nurse in charge during the day, evening or night of a hospital having a daily average of occupied beds of less than 100 shall be paid, in addition to her or his appropriate salary, whilst so in charge, the sum set out in Item 1 of Table 2 (Part B), per shift.
- (b) A registered nurse in charge of a shift in a ward or unit during the day, evening or night in the absence of the Nursing Unit Manager shall be paid, in addition to her or his appropriate salary whilst so in charge the sum set out in Item 2 of Table 2 (Part B) per shift. This subclause shall only apply where the registered nurse is in charge of one or more other nurses in the ward or unit in question.
- (c) A registered nurse who is designated to be in-charge of a ward or unit when the Nursing Unit Manager is not rostered for duty and who is also designated to be in-charge of a hospital with less than 100 beds during the day, evening or night on the same shift shall be paid an allowance per shift of the sum set out in Item 3 of Table 2 (Part B). This subclause shall only apply where the registered nurse is in charge of one or more other nurses in the ward or unit in question.
- (d) This subclause shall not apply to registered nurses holding classified positions of a higher grade than that of registered nurse.
- 13.2 (a) An employee required by Eastern Heart Clinic to be on call:
- (i) otherwise than as provided for in subclauses 13.2(a)(ii) to 13.2(a)(v), shall be paid the sum set out in Item 4 of Table 2 (Part B) for each period of 24 hours or part thereof provided that only one allowance shall be payable in any period of 24 hours; or
- (ii) on a rostered day off, shall be paid the sum set out in Item 5 of Table 2 (Part B) of this Agreement for each period of 24 hours or part thereof provided that only one allowance shall be payable in any period of 24 hours; or
- (iii) from 6pm Friday to 8am Saturday, shall be paid the sum set out in item 6 of Table 2 (Part B) of this Agreement; or
- (iv) for the 24 period commencing from 8am Saturday or from 8am Sunday, shall be paid the sum set out in item 7 of Table 2 (Part B) of this Agreement; or
- (v) on a public holiday, shall be paid the sum set out in item 8 of Table 2 (Part B) of this Agreement.
- (b) 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 Item 9 of Table 2 (Part B). The provisions of this subclause, 13.2(c), shall apply to all employees.
- (c) This subclause shall not apply to a Director of Operations, or a Deputy Director of Nursing.
- 13.3 An employee required to wear a lead apron shall be paid an allowance of the sum set out in Item 10 of Table 2 (Part B) for each hour or part thereof that they are required to wear the said apron.
- 13.4 A Registered Nurse designated as Nurse Clinician on shift shall be paid the allowance set out in Item 11 of Table 2 – Other Rates and Allowances each shift they are so designated. Duties of a Nurse Clinician may include preparing patients for their procedure and ensuring medical files are prepared for lists the following day. This may involve gathering referral letters and operation reports etc.
- 13.5 A Registered Nurse designated as Team Leader on shift shall be paid the allowance set out in Item 12 of Table 2 – Other Rates and Allowances each shift they are so designated. Responsibilities of a Team Leader include coordinating the lists each day, liaising with consultant wards, allocating staff and general problem solving.

14. Penalty Rates for Shift Work and Weekend Work

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

Afternoon shift commencing at or after 10am and before midday - 10%

Afternoon shift commencing at or after midday and before 4.00 pm - 12.5%

Night shift commencing at or after 4.00 pm and before 4.00 am - 15%

Night shift commencing at or after 4.00 am and before 6.00 am - 10%

- 14.2 "Ordinary rate" and "ordinary time" shall not include any percentage addition by reason of the fact that an employee works less than 38 hours per week but shall include amounts payable under Clause 11, Salaries and Clause 13 Special Allowances.
- 14.3 A casual employee will be paid shift allowances calculated on the ordinary rate of pay excluding the casual loading, with the casual loading component then added to the penalty rate of pay.
- 14.4 Employees whose ordinary working hours include work on a Saturday and/or Sunday shall be paid for ordinary hours worked between midnight on Friday and midnight on Saturday at the rate of time and one half and for ordinary hours worked between midnight on Saturday and midnight on Sunday at the rate of time and three quarters. These extra rates shall be in substitution for and not cumulative upon the shift premiums prescribed in subclause 14.1 and the casual loading at subclause 22.6.

15. Fares and Expenses

- 15.1 An employee required and authorised to use their own motor vehicle in the course of their duties will be paid an allowance of not less than \$0.78 per kilometre.
- 15.2 When an employee is involved in travelling on duty, if Eastern Heart Clinic cannot provide the appropriate transport, all reasonably incurred expenses in respect to fares, meals and accommodation will be met by Eastern Heart Clinic on production of receipted account(s) or other evidence acceptable to Eastern Heart Clinic.
- 15.3 Provided further that the employee will not be entitled to reimbursement for expenses referred to in subclause 15.2 which exceed the mode of transport, meals or the standard of accommodation agreed with Eastern Heart Clinic for these purposes.

16. Mobile Phones

- 16.1 If the employee is required, for the purpose of their employment, to be on call on a regular basis, or where the employee is required by Eastern Heart Clinic to be contactable by telephone, Eastern Heart Clinic shall provide the employee with a mobile phone for the duration of such requirements.
- 16.2 If no mobile phone is available and an employee is required for the purpose of their employment, to be on call, the employee shall be reimbursed for all telephone calls made by the employee in responding to a call to the hospital, upon production of satisfactory evidence to Eastern Heart Clinic.

17. Uniform and Laundry Allowances.

- 17.1 Subject to subclause 17.3, sufficient, suitable and serviceable uniforms, including one pair of shoes per annum which shall be of a recognised acceptable standard for the performance of nursing duties, and one cardigan or jacket shall be supplied free of cost to each employee required to wear a uniform. An employee, to whom a new uniform or part of a uniform has been issued who, without good reason, fails to return the corresponding article last supplied shall not be entitled to have such article replaced without payment therefore at a reasonable price.
- 17.2 An employee, on leaving the service of Eastern Heart Clinic, shall return any uniform or part thereof supplied by Eastern Heart Clinic which is still in use immediately prior to leaving.
- 17.3 (a) In lieu of supplying uniforms and shoes to an employee, Eastern Heart Clinic shall pay the said employee the sum set out in Item 13 of Table 2 (Part B), for uniforms and the sum set out in Item 14 of Table 2 (Part B) for shoes per week.
- (b) In lieu of supplying stockings to an employee Eastern Heart Clinic shall pay the said employee the sum set out in Item 15 of Table 2 (Part B) per week.

- (c) In lieu of supplying a cardigan or jacket to an employee Eastern Heart Clinic shall pay the said employee the sum set out in Item 16 of Table 2 (Part B) per week.
- (d) If, in any hospital, the uniforms of an employee are not laundered at the expense of the hospital an allowance of the sum set out in Item 17 of Table 2 (Part B) shall be paid to the said employee; provided that the payment of such laundry allowance shall not be made to any employee on absences exceeding one week.
- (e) Where Eastern Heart Clinic requires any employee to wear headwear, the hospital shall provide headwear free of charge to the employee.
- (f) In lieu of supplying socks to an employee Eastern Heart Clinic shall pay the said employee the sum set out in Item 18 of Table 2 (Part B) per week.
- (g) The allowances, other than laundry allowance, referred to in subclause 17.3 are also payable during any period of paid leave.

18. Higher Grade Duty

- 18.1 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 provided the relieving is for three days or more.
- 18.2 Further, the provisions of subclause 18.1 shall not apply where a Director of Operations is absent from duty for a period of three working days or less for any reason other than Clause 8, Hours of Work and Free Time of Directors of Operations.

19. Overtime

- 19.1 Subject to subclause 19.2 Eastern Heart Clinic may require an employee to work reasonable overtime.
- 19.2 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.
- 19.3 For the purposes of subclause 19.2 what is unreasonable or otherwise will be determined having regard to clause 7.19 of this agreement. (refer to section 62 of the Act):
- 19.4
 - (a) All time worked by full-time employees, other than the Director of Operations, in excess of the rostered daily ordinary hours of work shall be overtime.
 - (b)
 - (i) All time worked by part-time employees, in excess of the rostered daily ordinary hours of work prescribed for the majority of full-time employees employed on that shift in the ward or section concerned shall be overtime.
 - (ii) Time worked up to the rostered daily ordinary hours of work prescribed for a majority of the full-time employees employed on that shift in the ward or section concerned shall not be regarded as overtime but an extension of the contract hours for that day and shall be paid at the ordinary rate of pay.
 - (c) Casual employees will be entitled to overtime when they work:
 - (i) In excess of 10 hours per shift; or
 - (ii) In excess of 76 hours per fortnight.
- 19.5 Overtime shall be paid in accordance with the following:
 - (a) Monday to Saturday - Overtime shall be paid time and one half up to 2 hours each day and thereafter double time;
 - (b) Sunday - Overtime shall be paid at double time;
 - (c) Public Holidays - Overtime shall be paid double time and one-half;
 - (d) Overtime rates will be in substitution for and not cumulative upon the shift and weekend penalties prescribed in clause 14 – Penalty Rates for Shift Work and Weekend Work and the casual loading prescribed at subclause 22.6.

- 19.6 The ordinary hours of work for the Director of Operations shall be as provided for in Clause 8 - Hours of Work and Free Time of Director of Operations.
- 19.7 An employee recalled to work overtime after leaving Eastern Heart Clinic's premises shall be paid for a minimum of four hours work at the appropriate rate for each time so recalled. If the work required is completed in less than four hours, the employee shall be released from duty provided that this subclause does not apply to a Director of Operations.
- 19.8 An employee required to work overtime following on the completion of their normal shift for more than two hours shall be allowed twenty minutes for the partaking of a meal and a further twenty minutes after each subsequent four hours overtime. All such time shall be counted as time worked; provided that benefits of this subclause shall not apply to 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.
- 19.9 An employee recalled to work overtime after leaving Eastern Heart Clinic's premises and who is required to work for more than four hours shall be allowed twenty minutes for the partaking of a meal and a further twenty minutes after each subsequent four hour's overtime; all such time shall be counted as time worked.
- 19.10 The meals referred to in subclauses 19.8 and 19.9 shall be allowed to the employee free of charge. Where the hospital is unable to provide such meals, an allowance per meal of the sum set out in Item 19 of Table 2 (Part B), shall be paid to the employee concerned.
- 19.11 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 7, Hours of Work and Free Time of Employees shall apply.
- 19.12 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.
- 19.13 An employee who works so much overtime:
- (a) between the termination of their ordinary work on any day or shift and the commencement of their ordinary work on the next day or shift that they have not had at least 10 consecutive hours off duty between these times; or
 - (b) on a Saturday, a Sunday and a holiday, not being ordinary working days, or on a rostered day off without having had 10 consecutive hours off duty in the twenty-four hours preceding their next day or shift; shall subject to this subclause, be released after completion of such overtime until they have had 10 consecutive hours off duty without loss of pay for ordinary working time occurring during such absence. If on the instruction of Eastern Heart Clinic such an employee resumes or continues to work without having such 10 consecutive hours off duty they shall be paid at double time of the appropriate rate applicable on such day until they are released from duty for such period and they then shall be entitled to be absent until they have had 10 consecutive hours off duty without loss of pay for ordinary working time occurring during such absence.
 - (c) The requirement for an employee to have at least 10 consecutive hours off duty before or after overtime shall be reduced to eight hours where an employee has exchanged the shift rostered before or after the overtime period with another employee.
- 19.14 Management of fatigue and on call hours
- (a) In order to achieve the 10-hour break described in clause 19.13:
 - (i) Eastern Heart Clinic may review the system of rostering to ensure that the 10 hour break is being achieved in an effort to manage fatigue;
 - (ii) The review may mean that rostering is changed and adapted so as to minimise breaches of the 10 hour rule where practicable, in order to achieve responsible fatigue management;
 - (iii) Any review will be conducted in accordance with subclause 39.1(b) Consultation regarding changes to regular rosters or ordinary hours of work;

- (iv) All employees agree to abide by the direction provided to them by the Director of Operations, the Deputy Director of Nursing or the General Manager to facilitate fatigue management under subclause 19.14.
- 19.15 In lieu of receiving payment for overtime in accordance with this clause, employees may be compensated by way of time off in lieu of overtime on the following basis:
- (a) Time off in lieu of overtime must be taken within six months of it being accrued
 - (b) Where it is not possible for a nurse to take the time off in lieu of overtime within the six month period, it is to be paid out at the appropriate overtime rate based on the rates of pay applying at the time payment is made.
 - (c) Nurses cannot be compelled to take time off in lieu of overtime.
 - (d) Records of all time off in lieu of overtime owing to nurses and taken by nurses must be maintained by Eastern Heart Clinic.
 - (e) Time off in lieu will accrue at overtime rates. That is for each hour of overtime worked at time and one half, time in lieu will be accrued at one and one half hours. For each hour of overtime worked at double time, accrual will be for two hours' time off in lieu of overtime.
 - (f) If, on the termination of the employee's employment, time off for overtime worked by the employee has not been taken, Eastern Heart Clinic must pay the employee for the overtime at the overtime rate applicable to the overtime when worked.
- 19.16 An employee, other than the Director of Operations, who is required to perform work by the employer via telephone or other electronic communication away from the workplace will be paid at the appropriate overtime rate for a minimum of one hours work. Multiple electronic requests made and concluded within the same hour shall be compensated within the same one hour's overtime payment. Time worked beyond one hour will be rounded to the nearest 15 minutes.

20. Payment and Particulars of Salaries

- 20.1 All salaries and other payments shall be paid weekly or fortnightly, provided that payment for any overtime worked may be deferred to the pay day next following the completion of the working cycle within which such overtime is worked, but for no longer; provided further that the payment of shift and weekend penalties relating to work performed in the second week of a fortnightly roster period may be deferred to the pay day next following the completion of the working cycle within which such shifts were worked, but for no longer.
- 20.2 Employees shall have their salary paid into one account with a bank or other financial institution as nominated by the employee. Salaries shall be deposited by hospitals in sufficient time to ensure that wages are available for withdrawal by employees by no later than pay day, provided that this requirement shall not apply where employees nominate accounts with non-bank financial institutions, but in such cases facilities shall take all reasonable steps to ensure that the wages of such employees are available for withdrawal by no later than pay day.
- 20.3 Notwithstanding the provisions of subclause 20.2, an employee who has given or has been given the required notice of termination of employment, in accordance with Clause 40, Termination of Employment shall be paid all moneys due to them prior to ceasing duty on the last day of employment.
- 20.4 Where an employee is summarily dismissed or their services are terminated without due notice, any moneys due to them shall be paid as soon as possible after such dismissal or termination but in any case not more than three days thereafter.

20.5 Pay Slips

- (a) On pay day each employee shall be provided with a pay slip in electronic form or hardcopy which complies with the relevant provisions of the Act. (See Regulation 3.46 of the *Fair Work Regulations* 2009 replicated below):
 - (i) Eastern Heart Clinic's name; and
 - (ii) the employee's name; and

- (iii) the period to which the pay slip relates; and
 - (iv) the date on which the payment to which the pay slip relates was made; and
 - (v) the gross amount of the payment; and
 - (vi) the net amount of the payment; and
 - (vii) any amount paid to the employee that is a bonus, loading, allowance, penalty rate, incentive-based payment or other separately identifiable entitlement; and
 - (viii) on and after 1 January 2010 the Australian Business Number (if any) of Eastern Heart Clinic.
- (b) If an amount is deducted from the gross amount of the payment, the pay slip must also include the name, or the name and number, of the fund or account into which the deduction was paid.
 - (c) If the employee is paid at an hourly rate of pay, the pay slip must also include:
 - (i) the rate of pay for the employee's ordinary hours (however described); and
 - (ii) the number of hours in that period for which the employee was employed at that rate; and
 - (iii) the amount of the payment made at that rate.
 - (d) If the employee is paid at an annual rate of pay, the pay slip must also include the rate as at the latest date to which the payment relates.
 - (e) If Eastern Heart Clinic is required to make superannuation contributions for the benefit of the employee, the pay slip must also include:
 - (i) the amount of each contribution that Eastern Heart Clinic made during the period to which the pay slip relates, and the name, or the name and number, of any fund to which the contribution was made; or
 - (ii) the amounts of contributions that Eastern Heart Clinic is liable to make in relation to the period to which the pay slip relates, and the name, or the name and number, of any fund to which the contributions will be made.
 - (f) The pay slips will also include the accrued entitlement to Annual Leave, Personal/Carers Leave and Long Service Leave.

21. Registration or Enrolment Pending

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

22. Part-Time and Casual Employees

Part-time Employees

- 22.1 (a) A part-time employee is engaged to work less than an average of 38 ordinary hours per week and has reasonably predictable hours of work.
- (b) Before commencing part-time employment, Eastern Heart Clinic and employee will agree in writing to the guaranteed minimum number of hours to be worked and the rostering arrangements which will apply to those hours.
- (c) The terms of the agreement in subclause 22.1(b) may be varied by agreement in writing.

- (d) The terms of this Agreement will apply on a pro rata basis to part-time employees on the basis that the ordinary weekly hours for full-time employees are 38.

22.2 Hours worked by Part-Time Employees

- (a) By agreement between Eastern Heart Clinic and the employee, the specified number of hours may be balanced over a week, a fortnight or four weeks. 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.
- (b) Provided further that there shall be no interruption to the continuity of employment merely by reason of an employee, whose hours are balanced over a fortnight or over four weeks, not working in any one week in accordance with subclause 22.2(a).

22.3 Part-time employees shall be paid an hourly rate calculated on the basis of one thirty-eighth of the appropriate rate prescribed by Clause 11, Salaries, and where applicable, one thirty-eighth of the appropriate allowance or allowances prescribed by Clause 13, Special Allowances, with a minimum payment of 4 hours for each start, and one thirty-eighth of the appropriate allowances prescribed by Clause 17, Uniform and Laundry Allowances, but shall not be entitled to an ADO as prescribed by subclauses 7.2 and 7.6 of Clause 7, Hours of Work and Free Time of Employees.

22.4 Where the employee is regularly working more than their specified contract hours they may request that their contracted hours are reviewed by their Manager on an annual basis. The Manager will formally respond to the request by the employee stating the reasons if the request is not agreed to. The Manager will not unreasonably reject the request. The Manager will also take into account that the hours worked in the following circumstances will not be incorporated to any adjustment made:

- (a) if the increase in hours is as a direct result of an employee being absent on leave, such as for example, annual leave, long service leave, maternity leave, workers compensation; and
- (b) if the increase in hours is due to a temporary increase in hours only due, for example, to the specific needs of a patient
- (c) Any adjusted contracted hours resulting from a review by Eastern Heart Clinic should however, be such as to readily reflect roster cycles and shift configurations utilised at the workplace.

Casual Employees

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

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

- (a) one thirty-eighth of the appropriate rate, prescribed by Clause 11, Salaries; and where applicable
- (b) one thirty-eighth of the appropriate allowance or allowances prescribed by Clause 13, Special Allowances; and
- (c) a casual loading of 25% of the amounts in subclause 22.6(a) and 22.6(b) to compensate the employee for the following paid entitlements that casual employees do not have under the NES: personal/carers' leave, compassionate leave, annual leave, public holidays, redundancy pay and a component covering differential entitlement to notice of termination of employment and employment by the hour effects.

22.7 For each engagement a casual shall receive a minimum payment of 4 hours for each start, and one thirty-eighth of the appropriate allowances prescribed by Clause 17, Uniform and Laundry Allowances.

22.8 With respect to a casual employee the provisions of Clause 30, Deputy Directors of Nursing, Clause 8, Hours of Work and Free Time of Director of Operations; Clause 10, Rosters; and Clause 23, Annual Leave shall not apply. All other clauses in the agreement apply to casual employees unless the clause specifically excludes casual employees.

22.9 In accordance with the NES, casual employees have no entitlement to paid annual leave or paid personal/carers leave.

22.10 Casual Conversion

- (a) A casual employee who has been rostered on a regular and systematic basis over a period of 26 weeks has the right to request conversion to permanent employment:
 - (i) on a full-time contract where the employee has worked on a full-time basis throughout the period of casual employment; or
 - (ii) on a part-time contract where the employee has worked on a part-time basis throughout the period of casual employment. Such contract would be on the basis of the same number of hours as previously worked, unless other arrangements are agreed between Eastern Heart Clinic and the employee.
- (b) Eastern Heart Clinic may consent to or refuse the request, but shall not unreasonably withhold agreement to such a request.
- (c) Casual conversion will not apply where a casual has covered absences of permanent staff that are expected to return to work.

23. Annual Leave

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

23.2 Accrual of Annual Leave

- (a) For the purpose of the additional week of annual leave provided by the NES, a shift worker is an employee who:
 - (i) is regularly rostered over seven days a week; and
 - (ii) regularly works on weekends.
- (b) Full-time employees required to work on a seven (7) day basis including those who are not shift workers for the purposes of subclause 23.2(a) will receive:
 - (i) Six (6) weeks annual leave per annum. This includes the annual leave entitlements under the NES; and
 - (ii) Counter leave in accordance with clause 23.3.
- (c) All other employees are entitled to four (4) weeks annual leave and the greater of
 - (i) Counter leave in accordance with clause 23.3; or
 - (ii) One (1) additional week of annual leave in accordance with clause 23.2(a).

23.3 Counter Leave

- (a) Subject to clause 23.2(b) and 23.2(c), full-time and part-time employees who are rostered to work their ordinary hours on Sundays and/or public holidays shall be entitled to receive additional paid annual leave, if during each 12-month period of continuous service the employee has worked:

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

- (b) Part-time employees will be entitled to counter leave in the same proportion as their ordinary hours of work bear to full-time hours.
- (c) An employee who is entitled to counter leave may elect to be paid an amount equivalent to the value of their counter leave entitlement in lieu of taking the additional leave. Such election is to be made in writing by the employee at the commencement of each year of employment and is irrevocable during the currency of that year of employment.
- (d) On termination of employment employees are to be paid for any untaken annual leave due under clause 23, Annual Leave.

23.4 **Taking of Annual Leave**

- (a) An employee is entitled to take an amount of annual leave during a particular period if:
 - (i) at least that amount of annual leave is credited to the employee; and
 - (ii) Eastern Heart Clinic has authorised the employee to take the annual leave during that period.
- (b) In the taking of leave, the employee shall make written application to Eastern Heart Clinic, giving reasonable notice of the desired period of such leave.
- (c) Eastern Heart Clinic will utilise its best endeavours to respond to an application for annual leave made by an employee within a reasonable time. It is understood that in certain periods of peak demand such as Christmas, Easter, school holidays and long weekends, Eastern Heart Clinic may require more notice and further time in which to approve leave requests.
- (d) Annual leave shall be taken in an amount and at a time which is approved by Eastern Heart Clinic subject to the operational requirements of the workplace. Eastern Heart Clinic shall not unreasonably withhold or revoke such approval.

23.5 **Excessive leave accruals: general provision**

- (a) An employee has an excessive leave accrual if the employee has accrued more than 8 weeks' paid annual leave; or 10 weeks' paid annual leave for a shiftworker, as defined in subclause 23.2(a); or 12 weeks' paid annual leave for a full-time 7 day worker as defined in subclause 23.2(b).
- (b) If an employee has an excessive leave accrual, Eastern Heart Clinic or the employee may seek to confer with the other and genuinely try to reach agreement on how to reduce or eliminate the excessive leave accrual.
- (c) Subclause 23.6 sets out how Eastern Heart Clinic may direct an employee who has an excessive leave accrual to take paid annual leave.
- (d) Subclause 23.7 sets out how an employee who has an excessive leave accrual may require Eastern Heart Clinic to grant paid annual leave requested by the employee.

23.6 **Excessive leave accruals: direction by Eastern Heart Clinic that leave be taken**

- (a) If Eastern Heart Clinic has genuinely tried to reach agreement with an employee under subclause 23.5(b) but agreement is not reached (including because the employee refuses to confer), Eastern Heart Clinic may direct the employee in writing to take one or more periods of paid annual leave.
- (b) However, a direction by Eastern Heart Clinic under subclause 23.6(a):
 - (i) is of no effect if it would result at any time in the employee's remaining accrued entitlement to paid annual leave being less than 6 weeks when any other paid annual leave arrangements (whether made under subclause 23.5, 23.6 or 23.7 or otherwise agreed by Eastern Heart Clinic and employee) are taken into account; and
 - (ii) must not require the employee to take any period of paid annual leave of less than one week; and
 - (iii) must not require the employee to take a period of paid annual leave beginning less than 8 weeks, or more than 12 months, after the direction is given; and
 - (iv) must not be inconsistent with any leave arrangement agreed by Eastern Heart Clinic and employee.

- (c) The employee must take paid annual leave in accordance with a direction under subclause 23.6(a) that is in effect.
- (d) An employee to whom a direction has been given under subclause 23.6(a) may request to take a period of paid annual leave as if the direction had not been given.

Note 1: Paid annual leave arising from a request mentioned in subclause 23.6(d) may result in the direction ceasing to have effect. See subclause 23.6(b)(i).

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

23.7 Excessive leave accruals: request by employee for leave

- (a) If an employee has genuinely tried to reach agreement with Eastern Heart Clinic under subclause 23.5(b) but agreement is not reached (including because Eastern Heart Clinic refuses to confer), the employee may give a written notice to Eastern Heart Clinic requesting to take one or more periods of paid annual leave.
- (b) However, an employee may only give a notice to Eastern Heart Clinic under subclause 23.7(a) if:
 - (i) the employee has had an excessive leave accrual for more than 6 months at the time of giving the notice; and
 - (ii) the employee has not been given a direction under subclause 23.6(a) that, when any other paid annual leave arrangements (whether made under subclause 23.5, 23.6, or 23.7 or otherwise agreed by Eastern Heart Clinic and employee) are taken into account, would eliminate the employee's excessive leave accrual.
- (c) A notice given by an employee under subclause 23.9(a) must not:
 - (i) if granted, result in the employee's remaining accrued entitlement to paid annual leave being at any time less than 6 weeks when any other paid annual leave arrangements (whether made under subclause 23.5, 23.6, or 23.7 or otherwise agreed by Eastern Heart Clinic and employee) are taken into account; or
 - (ii) provide for the employee to take any period of paid annual leave of less than one week; or
 - (iii) provide for the employee to take a period of paid annual leave beginning less than 8 weeks, or more than 12 months, after the notice is given; or
 - (iv) be inconsistent with any leave arrangement agreed by Eastern Heart Clinic and employee.
- (d) An employee is not entitled to request by a notice under subclause 23.7(a) more than 4 weeks' paid annual leave; or 5 weeks' paid annual leave for a shift worker, as defined by subclause 23.2(a); or 6 weeks' paid annual leave for a full-time 7 day worker as defined in subclause 23.2(b), in any period of 12 months.
- (e) Eastern Heart Clinic must grant paid annual leave requested by a notice under subclause 23.7(a).

23.8 Annual Leave in advance

- (a) Eastern Heart Clinic and an employee may agree in writing to the employee taking a period of paid annual leave, with appropriate loading paid in accordance with subclause 23.10, before the employee has accrued an entitlement to the leave.
- (b) An agreement must:
 - (i) state the amount of leave to be taken in advance and the date on which leave is to commence; and
 - (ii) be signed by Eastern Heart Clinic and employee and, if the employee is under 18 years of age, by the employee's parent or guardian.
- (c) Eastern Heart Clinic must keep a copy of any agreement under subclause 23.5 as an employee record.

- (d) If, on the termination of the employee's employment, the employee has not accrued an entitlement to all of a period of paid annual leave already taken in accordance with an agreement under subclause 23.8 Eastern Heart Clinic may deduct from any money due to the employee on termination an amount equal to the amount that was paid to the employee in respect of any part of the period of annual leave taken in advance to which an entitlement has not been accrued.

23.9 **Cashing out of Annual Leave**

- (a) Annual leave credited to an employee may be cashed out by agreement, subject to the following conditions: (refer to section 93 of the Act)
 - (i) paid annual leave must not be cashed out if the cashing out would result in the employee's remaining accrued entitlement to paid annual leave being less than 4 weeks; and
 - (ii) each cashing out of a particular amount of paid annual leave must be by a separate agreement in writing between Eastern Heart Clinic and the employee; and
 - (iii) 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.

23.10 **Annual Leave Loading**

- (a) In addition to their Annual Leave payment, an employee will be paid the higher of:
 - (i) an annual leave loading of 17.5% of their Annual Leave; or
 - (ii) the shift and weekend penalties the employee would have received had they not been on leave during the relevant period.
- (b) The Annual Leave loading and penalties in subclause 23.10(a) are not payable:
 - (i) for public holidays which occur during a period of annual leave;
 - (ii) on the counter leave as set out in subclause 23.3.
- (c) The Annual Leave loading or penalties in subclause 23.10(a) are payable for days which have been added in accordance with the election provisions of clause 24. Public Holidays.

23.11 **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.

23.12 **Payment of Annual Leave on Termination**

If, when the employment of an employee ends, the employee has a period of untaken paid annual leave, Eastern Heart Clinic must pay the employee the amount that would have been payable to the employee had the employee taken that period of leave.

23.13 **Annual Closedown Provision**

- (a) Eastern Heart Clinic may temporarily close a part or the whole of the hospital not more than once every twelve months for a period not exceeding 3 weeks.
- (b) Where practicable Eastern Heart Clinic will give at least three (3) months' notice but in any event no less than 2 months of the dates of the closedown; all prospective employees will be advised of any closedown in the letter offering them employment.
- (c) An employee with an entitlement to annual leave and / or who has banked accumulated hours under clause 9, Banking of Hours sufficient to cover the closedown period will be required to access their accumulated annual leave and/or accumulated hours for the period of the closedown. The employee may choose the combination of annual leave and banked accumulated hours that she or he will use to cover the closedown period.
- (d) Where an employee has an entitlement to annual leave which is less than the period of the closedown, she or he will have to choose one or more of the following forms of leave to make up the difference between the accumulated annual leave and the period of the closedown:

- (i) leave without pay;
 - (ii) annual leave taken in advance; and/or
 - (iii) banked accumulated hours.
- (e) Employees will continue to be able to access annual leave throughout the year. They will not be required to store their annual leave for use during a closedown.

24. Public Holidays

24.1 Public holidays are provided for in the NES. This clause contains additional provisions.

24.2 Eastern Heart Clinic may request an employee to work on a particular public holiday.

24.3 The employee may refuse the request (and take the day off) if the employee has reasonable grounds for doing so. In determining whether an employee has reasonable grounds for refusing a request to work on a public holiday regard must be had to the matters set out in section 114 of the Act. This Agreement expressly contemplates that Eastern Heart Clinic will require work on public holidays, or particular public holidays, and the parties acknowledge that the nature of the work performed by the employee, the type of employment (for example, whether full-time, part-time, casual) and the nature of Eastern Heart Clinic's workplace or enterprise (including its operational requirements) will require work on public holidays, or particular public holidays.

24.4 Public holidays shall be allowed to employees without loss of ordinary pay.

- 24.5 (a) For the purposes of this agreement, the following shall be deemed to be public holidays:
- (i) New Year's Day; Australia Day; Good Friday; Easter Saturday; Easter Sunday; Easter Monday; Anzac Day; Queen's Birthday; Labour Day; Christmas Day; Boxing Day;
 - (ii) any other day, or part-day, declared or prescribed by or under a law of a State or Territory to be observed generally within the State or Territory as a public holiday, other than a day or part-day, or a kind of day or part-day, that is excluded by the regulations from counting as a public holiday; and

Local Public Holiday

- (iii) any other day, or part-day, declared or prescribed by or under a law of a State or Territory to be observed within a region of the State or Territory, as a public holiday, other than a day or part-day, or a kind of day or part-day, that is excluded by the regulations from counting as a public holiday
- (b) If, under (or in accordance with a procedure under) a law of a State or Territory, a day or part-day is substituted for a day or part-day that would otherwise be a public holiday because of subclause 24.5(a), then the substituted day or part-day is the public holiday.

Additional Public Holiday

- (c) Where, in accordance with subclause 24.5(a)(iii):
- (i) a full day is proclaimed and observed as a local public holiday, within the calendar year and within the area in which the hospital is situated no additional public holiday day is granted by this subclause;
 - (ii) no local public holiday is proclaimed and observed within the calendar year and within the area in which the hospital is situated a full day will be observed as an Additional Public Holiday on August Bank Holiday or on a date agreed by the respective employees and if requested by an employee any nominated representative which may be a union representative. This additional day may be taken by agreement between Christmas and the 5th day of the New Year, within the days Monday to Friday inclusive and not coinciding with a date that is already a gazetted public holiday for that calendar year;
 - (ii) a part of a day is proclaimed and observed as a local public holiday within the calendar year and within the area in which the hospital is situated a full day will be substituted and observed as an Additional Public Holiday to be taken between Christmas and New

Year, within the days Monday to Friday inclusive and not coinciding with a date that is already a gazetted public holiday for that calendar year.

- (d) Eastern Heart Clinic and employees may agree to substitute another day for a public holiday observed at subclause 24.5.
- 24.6 An employee who is required to and does work on any public holiday prescribed in this clause shall be paid in lieu of all other shift penalties, weekend penalties and casual loading, as follows:
- (a) A full-time employee, under subclause 23.2(b), one half time extra for the time actually worked on the public holiday, in addition to the appropriate ordinary weekly rate of pay,
- (b) All other Full-time Employees: Time and one half for all ordinary time worked in addition to the weekly rate. Alternatively, if the employee elects, half-time extra for all time worked in addition to the weekly rate and have 1 ordinary working day added to be taken in conjunction with the period of annual leave.
- (c) Part-time Employees: Double and a half for all time worked on the public holiday, although where the time worked by agreement is less than the rostered shift, the balance of the rostered shift will be paid at ordinary pay. Alternatively, if the employee elects, half-time extra for all time worked in addition to the weekly rate and have the equivalent number of hours worked added to be taken in conjunction with the period of annual leave.
- (d) Casual Employees: Double time and one-half the basic rate of pay for casuals for all time worked. Such payment shall be taken to be inclusive of and not in addition to the casual loading referred to in subclause 22.6.
- 24.7 The elections referred to in subclause 24.6 are to be made in writing by the employee at the commencement of each year of employment and may only be changed within that period with the agreement of Eastern Heart Clinic.
- 24.8 Any untaken additional days accrued as leave in accordance with subclause 24.6 shall be paid out to the employee upon termination of employment.
- 24.9 Provided that any additional days accrued as leave in accordance with subclause 24.6 shall not be considered annual or personal/carer's leave for any purpose.
- 24.10 Where a public holiday falls on a RDO off of a full time shift worker as defined in Clause 5, Definitions, of this Agreement, and who receives five (5) weeks annual leave in accordance with clause 23.2(c), such shift worker shall be paid one day's pay in addition to the weekly rate, or if the employee so elects shall have one day added to the period of annual leave.
- 24.11 To the leave prescribed by subclause 23.2(c) 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.

25. Long Service Leave

- 25.1 For long service leave falling due prior to 20th February 1981, see Long Service Leave Act 1955.
- 25.2 This clause provides Long Service Leave more beneficial than the provisions of the Long Service Leave Act 1955.
- 25.3 The provisions of this clause shall apply for Long Service Leave. Where the provisions of this clause are more beneficial these provisions shall apply. Where this clause is silent the provisions of the *Long Service Leave Act 1955* shall apply:
- 25.4 (a) Every employee after ten years' continuous service with Eastern Heart Clinic shall be entitled to two months' long service leave on full pay; after fifteen years' continuous service to an additional one month's long service leave on full pay; and for each five 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 Eastern Heart Clinic and the employee.

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

25.5 Where an employee has acquired a right to long service leave under subclause 25.4(a), then and in every such case:

- (a) 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.
- (b) If such employee dies before entering upon such long service leave, or if after having entered upon the same dies before its termination, any accrued long service leave will be paid out in accordance with Section 4 (Long Service Leave) subsection (5)(b) of the Long Service Leave Act 1955 (NSW). This provision provides that where a worker dies and any long service leave:
 - (i) to which the worker was entitled has not been taken; or
 - (ii) accrued upon termination of the services of the worker by reason of the worker's death and has not been taken,

Eastern Heart Clinic 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

- (c) Employees are entitled to take their long service leave on a pro-rata basis after 7 years of continuous service.
- (d) For the purpose of this clause:
 - (i) Continuous service in the same hospital prior to the coming into force of this Agreement shall be taken into account.
 - (ii) One month equals four and one-third weeks.
 - (iii) Continuous service shall be deemed not to have been broken by:
 - (A) any period of absence on leave without pay not exceeding six months;
 - (B) absence of an employee from the hospital whilst a member of the Defence Forces of the Commonwealth in time of war.
- (e) Where any employee has been granted a period of long service leave prior to the coming into force of this award the amount of such leave shall be debited against the amount of leave due under this agreement.
- (f) Any period(s) of part-time employment with Eastern Heart Clinic shall count towards long service leave as provided for in subclause 25.4(a). Such long service leave shall be paid for on the basis of the proportion that the average number of hours worked per week bears to 38 hours.
- (g) Where an employee has accrued a right to an ADO on pay prior to entering a period of long service leave such day shall be taken on the next working day immediately following the period of long service leave. An employee returning to duty from long service leave shall be given the next ADO in sequence irrespective of whether sufficient credits have been accumulated or not.

26. Compassionate Leave

26.1 Entitlement to compassionate leave

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

- (iii) dies.
- (b) Where the employee is involved in funeral arrangements, travelling etc., leave may be allowed for up to 3 days for each permissible occasion.
- (c) In addition to the above, in exceptional circumstances, the employee may apply to the General Manager for further paid or unpaid compassionate leave.

26.2 Taking compassionate leave

- (a) An employee may take compassionate leave for a particular permissible occasion if the leave is taken:
 - (i) to spend time with the member of the employee's immediate family or household who has contracted or developed the personal illness, or sustained the personal injury, referred to in subclause 26.1; or
 - (ii) after the death of the member of the employee's immediate family or household referred to in subclause 26.1.
- (b) An employee may take compassionate leave for a particular permissible occasion as:
 - (i) a single continuous period; or
 - (ii) separate periods of 1 day each; or
 - (iii) any separate periods to which the employee and Eastern Heart Clinic agree.
- (c) 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.

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

If an employee, other than a casual employee, takes a period of compassionate leave, Eastern Heart Clinic 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.

26.4 Other Circumstances

- (a) The above principles are not intended to codify completely purposes for which compassionate leave with pay may be allowed. The element of unforeseen emergency could be present in other situations, eg. floods and bushfires, which clearly prevent attendance for duty.
- (b) In view of the purpose for which compassionate leave is intended, it is not possible to prescribe a precise limitation of the amount of leave to be granted in a given period. It is suggested, however, that only under the most exceptional circumstances should leave exceeding a total of three days be granted to an employee in any year other than in accordance with subclause 26.1.
- (c) Where an employee is forced to absent themselves other than in accordance with subclause 26.1 or in circumstances that do not reasonably constitute an unforeseen emergency, the employee can cover such an absence by applying for leave with pay or, if the employee so desires, taking annual leave.

26.5 Notice and Evidence Requirements

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

26.6 Service

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

- (b) A period of unpaid compassionate leave does not break an employee's continuity of service, but does not count as service.

27. Personal/Carer's Leave

27.1 The NES

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

27.2 Entitlement to paid Personal/Carers Leave

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

27.3 Taking of Personal/Carer's Leave

An employee may take paid personal/carers leave:

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

27.4 Payment of Paid Personal/Carer's Leave

- (a) If an employee takes a period of paid personal/carers leave, Eastern Heart Clinic must pay the employee at the employee's base rate of pay for the employee's ordinary hours of work in the period.
- (b) An employee is not entitled to be paid personal leave whilst they are in receipt of workers' compensation payments.

27.5 Personal/Carers Leave on Public Holidays

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

27.6 Unpaid Carer's Leave

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

27.7 Personal Leave Notice and Evidence

- (a) Personal Leave - Notice:

- (i) To be entitled to sick leave during a period, an employee must give Eastern Heart Clinic notice as soon as reasonably practicable (which may be at a time before or after the sick leave has started) that the employee is (or will be) absent from his or her employment during the period because of a personal illness, or injury, of the employee.
 - (ii) This requirement does not apply to an employee who could not comply with it because of circumstances beyond the employee's control.
- (b) **Personal Leave - Documentary Evidence:** If Eastern Heart Clinic requires an employee to give Eastern Heart Clinic documentary evidence in relation to a period of personal leave taken (or to be taken) by the employee:
- (i) To be entitled to personal leave during the period, the employee must give Eastern Heart Clinic as soon as reasonably practicable (which may be at a time before or after the personal leave has started):
 - (A) if it is reasonably practicable to do so - a medical certificate from a registered health practitioner stating that in their opinion, the employee was, is, or will be unfit for work during the period because of a personal illness or injury; or
 - (B) if it is not reasonably practicable for the employee to give Eastern Heart Clinic a medical certificate - a statutory declaration made by the employee stating that the employee was, is, or will be unfit for work during the period because of a personal illness or injury.
 - (ii) This requirement does not apply to an employee who could not comply with it because of circumstances beyond the employee's control.

27.8 **Carer's Leave Notice and Evidence**

- (a) **Carer's Leave - Notice:** To be entitled to carer's leave during a period, an employee must give Eastern Heart Clinic notice as soon as reasonably practicable (which may be at a time before or after the carer's leave has started) that the employee requires (or required) leave during the period to provide care or support to a member of the employee's immediate family, or a member of the employee's household, who requires (or required) care or support because of:
- (i) a personal illness, or injury, of the member; or
 - (ii) an unexpected emergency affecting the member.
- This requirement does not apply to an employee who could not comply with it because of circumstances beyond the employee's control.
- (b) **Carer's Leave - Documentary Evidence:** If Eastern Heart Clinic requires an employee to give Eastern Heart Clinic documentary evidence in relation to a period of carer's leave taken (or to be taken) by the employee:
- (i) To be entitled to carer's leave during the period, the employee must give Eastern Heart Clinic as soon as reasonably practicable (which may be at a time before or after the carer's leave has started):
 - (A) if the care or support is required because of a personal illness, or injury, of the member - a medical certificate from a registered health practitioner or a statutory declaration made by the employee;
 - (B) if the care or support is required because of an unexpected emergency affecting the member - a statutory declaration made by the employee; and
 - (ii) The document must include a statement to the effect that:
 - (A) if the document is a medical certificate - in the registered health practitioner's opinion, the member requires care and support during the period because the member had, has or will have a personal illness or injury during the period; or
 - (B) if the document is a statutory declaration - the employee requires (or required) leave during the period to provide care or support to the member because the member requires (or required) care or support during the period because of:
 - (1) a personal illness, or injury, of the member; or
 - (2) an unexpected emergency affecting the member.

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

27.9 Personal/Carer's Leave and Service

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

28. Staff Amenities

Eastern Heart Clinic shall provide for the use of employees:

- 28.1 A suitable changing room and adequate washing and toilet facilities;
- 28.2 A locker fitted with lock and key or other suitable place for the safe keeping of clothing and personal effects of such employee;
- 28.3 Eastern Heart Clinic shall provide for an employee morning and afternoon tea, supper and early morning tea (which shall include tea or coffee together with milk and sugar) when the employee is on duty, at times appropriate for the partaking thereof, and shall provide also for such an employee, who requires them, meals of a reasonable standard, which fall due during the duty period, and for such meals so provided may make a charge, provided that the charge for breakfast shall be the sum set out in Item 20 of Table 2 (Part B) and the sum set out in Item 21 of Table 2 (Part B) for other meals.

29. Escort Duty

- 29.1 Periods during which an employee, other than Director of Operations, 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.
- 29.2 All reasonable out-of-pocket expenses shall be reimbursed.
- 29.3 Rostered time shall be paid as such even though an employee may be travelling, in hotel/motel accommodation, or waiting for transport.
- 29.4 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.

30. Deputy Directors of Nursing

- 30.1 The following appointments shall be made in the hospital with adjusted daily averages of occupied beds as specified hereunder:
 - (a) Less than 40 beds – a Deputy Director of Nursing except where
 - (i) the Registered Nurses at the hospital are all given the same duties and no Registered Nurse is delegated Deputy Director of Nursing duties; and
 - (ii) the Director of Operations perceives no requirement for a Deputy Director of Nursing to be employed.
 - (b) 40 beds and over but less than 75 beds – a Deputy Director of Nursing except where
 - (i) at least two full-time equivalent Nursing Unit Managers are employed; and
 - (ii) the Director of Operations perceives no requirement for a Deputy Director of Nursing to be employed.

- 30.2 Appointments under subclause 30.1 shall be made within two calendar months of the date this Agreement becomes operative and thereafter within two calendar months of the occurrence of a vacancy. In default of appointment within the said period of two 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.

31. Medical Examination of Nurses

- 31.1 Medical examination of a nurse will be in accordance with Eastern Heart Clinic policy as varied from time to time. Requirements for vaccination of nurses will be in accordance with Department of Health policy directive NSW PD2018_009 (Occupational Assessment, Screening and Vaccination against the specified infectious diseases)
- 31.2 For protection against radiation exposure, nurses required to work in close proximity to a source of ionising radiation should be provided with a film badge or personal radiation dosimeter, and a record should be maintained of the radiation exposure measured by such film badge or dosimeter.
- 31.3 The costs involved in these screening and protection procedures shall be borne by Eastern Heart Clinic.

32. Domestic Work

- 32.1 Except as hereinafter provided, nurses shall not be required to perform, as a matter of routine, the following duties: washing, sweeping, polishing and/or dusting of floors, walls or windows of wards, corridors, annexes, bathrooms or verandas, nor any duties which are generally performed by classifications other than nursing staff: but this provision shall not preclude the employment of nurses on any of such duties in an isolation block or where the performance of those duties involves disinfection.
- 32.2 Nothing in subclause 32.1 shall preclude an enrolled nurse 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.
- 32.3 Nothing in subclause 32.1 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 Eastern Heart Clinic has made all reasonable efforts to obtain domestic staff.

33. Labour Flexibility

- 33.1 Eastern Heart Clinic 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 32, Domestic Work.
- 33.2 Eastern Heart Clinic 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 Eastern Heart Clinic shall be consistent with Eastern Heart Clinic's responsibility to provide a safe and healthy working environment for employees and Eastern Heart Clinic's duty of care to patients.

34. Attendance at Meetings and Fire Drills

- 34.1 Any employee required to work outside the ordinary hours of work in satisfaction of the requirements for compulsory fire safety practices (fire drill and evacuation procedures) contained from time to time within the Private Health Facilities Act 2007, and the regulations made there under, shall be entitled to be paid the "ordinary rate" for the actual time spent in attendance at such practices. In lieu of receiving payment, employees may with the agreement of Eastern Heart Clinic 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.

- 34.2 Any employee required to attend Workplace Health and Safety Committee meetings in the capacity of employee representative shall, if such meetings are held outside the ordinary hours of work, be entitled to receive payment at the "ordinary rate" for the actual time spent in attendance at such meetings. In lieu of receiving payment, employees may with the agreement of Eastern Heart Clinic 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.
- 34.3 For the purposes of this clause "ordinary rate" shall include amounts payable under Clause 11, Salaries, and Clause 13, Special Allowances, subclauses 13.1 and 13.2, of this Agreement; plus, where appropriate, the casual loading prescribed in subclause 22.6.

35. Resolution of Disputes

- 35.1 In the event of a dispute about any matter, including in relation to this Enterprise Agreement and the NES, but not including the actual termination of employment, in the first instance the parties must attempt to resolve the matter at the workplace by discussions between the employee or employees concerned and the relevant supervisor. If such discussions do not resolve the dispute, the parties will endeavour to resolve the dispute in a timely manner by discussions between the employee or employees concerned and more senior levels of management as appropriate.
- 35.2 The parties agree that disputes in relation to requests for reasonable working arrangements and extending a period of unpaid parental leave may be dealt with under the terms of this clause.
- 35.3 The employee(s) and/or Eastern Heart Clinic may authorise an organisation, including the Union, or another person of their choice, to represent them for the purposes of this clause. This may include an authorised representative referring a matter to the Fair Work Commission and/or representing their interests in any proceedings before the Fair Work Commission.
- 35.4 If a dispute is unable to be resolved at the workplace, and all appropriate steps under clause 35.1 have been taken, a party to the dispute may refer the dispute to the Fair Work Commission. This is not intended to prevent a party referring the dispute to another statutory tribunal if that is more appropriate.
- 35.5 Where the matter in dispute remains unresolved, the Fair Work Commission may exercise any method of dispute resolution permitted by the Act that it considers appropriate to ensure the settlement of the dispute.
- 35.6 The parties agree that the Fair Work Commission shall have the power to do all such things as are necessary for the just resolution of the dispute including mediation, conciliation and arbitration.
- 35.7 The Fair Work Commission shall be provided access to the workplace to inspect or view any work, material, machinery, appliance, article, document or other thing or interview any employee who is usually engaged in work at the workplace.
- 35.8 The parties agree that the Fair Work Commission may give all such directions and do all such things as are necessary for the just resolution, remedy and determination of the dispute.
- 35.9 Subject to any review of the Fair Work Commission's decision or direction relating to the dispute, the decision or direction shall be accepted by all affected parties as a settlement of the dispute and shall be implemented by them.
- 35.10 The parties agree to confer immunity on the Fair Work Commission for all matters relating to the dispute resolution between the parties.
- 35.11 While the dispute resolution procedure is being conducted, the status quo must remain and work must continue in accordance with this agreement and the Act. Subject to applicable occupational health and safety legislation, an employee must not unreasonably fail to comply with a direction by Eastern Heart Clinic to perform work, whether at the same or another workplace, that is safe and appropriate for the employee to perform.

36. Anti-Discrimination

It is the intention of the parties bound by this Agreement to achieve the object in section 3(e) of the *Act* to prevent and eliminate discrimination in the workplace. This includes discrimination on the grounds of race, colour, sex, sexual preference, age, marital status, physical or mental disability, family responsibilities, pregnancy, religion, political opinion, national extraction or social origin, homosexuality, transgender identity and age.

37. Parental Leave

- 37.1 Parental Leave entitlements are governed by the NES.
- 37.2 In addition to the entitlements contained in the NES, employees with 52 or more weeks of service and who are to be the primary care giver of the child are entitled to ten (10) weeks pay on commencement of parental leave. The period of paid parental leave will be based on average hours worked in the 12 months prior to proceeding on maternity leave. The employee may elect to take the ten (10) weeks paid leave at half pay over 20 weeks.
- 37.3 In addition to the entitlements contained in the NES, employees with 52 or more weeks of service and who are to be the secondary carer of the child are entitled to one (1) week's pay on commencement of parental leave. The period of paid secondary carer leave will be based on average hours worked in the 12 months prior to proceeding on secondary carer leave.

38. Superannuation

- 38.1 Eastern Heart Clinic will make Superannuation Contributions to an approved complying superannuation fund nominated by the employee in accordance with the Superannuation Guarantee (SG) legislation as varied from time to time.
- 38.2 An employee will nominate one approved fund into which all statutory superannuation contributions shall be paid.
- 38.3 Should an employee fail to nominate a fund, Eastern Heart Clinic will pay the employee's superannuation contributions into the Health Employees' Superannuation Trust Australia (H.E.S.T.A.) which offers a MySuper product.
- 38.4 Superannuation shall be remitted to the employee's fund on a monthly basis.
- 38.5 **Salary Sacrifice to Superannuation**
- (a) Salary Sacrifice to Superannuation means the option of making additional superannuation contributions by electing to sacrifice a portion of the gross earnings (pre-tax dollars) under the parent awards. This will give the effect of reducing the taxable income by the amount for salary sacrifice.
 - (b) Salary sacrifice to superannuation shall be offered to employees by mutual agreement between the employee and Eastern Heart Clinic.
 - (c) Such election must be made prior to the commencement of the period of service to which the earnings relate.
 - (d) One change of a sacrificed amount will be permitted in an employee's anniversary year, which is 12 months from the date of commencement of employment, without incurring an administration charge (\$50). Changing from full-time to part-time or part-time to full-time employment will not be classified as a change for administration charge purposes.
 - (e) The amount sacrificed must not exceed any relevant superannuation guarantee contribution limit.
 - (f) The sacrificed portion of salary reduces the salary subject to PAYG Taxation deductions.
 - (g) Any allowance, penalty rate, overtime payment for unused leave entitlements, other than any payments for leave taken whilst employed, shall be calculated be reference to the salary which would have applied to the employee in the absence of any salary sacrifice to superannuation. Payment for leave taken whilst employed will be at the post salary sacrificed amount.

- (h) Salary sacrifice arrangements can be cancelled by either Eastern Heart Clinic or employee at any time provided either party gives one months' notice. Eastern Heart Clinic has the right to withdraw from offering salary sacrifice to employees without notice if there is any alteration to relevant Australian Taxation legislation.
- (i) Contributions payable by Eastern Heart Clinic in relation to the Superannuation Guarantee Legislation shall be calculated by reference to the salary which would have applied to the employee under this Agreement in the absence of any salary sacrifice.
- (j) Eastern Heart Clinic will not use any amount that is salary sacrificed by an employee to negate contributions payable under the Superannuation Guarantee Legislation.
- (k) The employee shall have the portion of payable salary that is sacrificed paid as additional employer superannuation contributions into the same superannuation fund that receives Eastern Heart Clinic's SGC contributions.
- (l) Nothing in this clause shall affect the right of Eastern Heart Clinic to maintain alternate arrangements with respect to salary sacrifice for employees.

39. Consultation

39.1 This term applies if Eastern Heart Clinic:

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

Major change

39.2 For a major change referred to in subclause 39.1(a):

- (a) Eastern Heart Clinic must notify the relevant employees of the decision to introduce the major change; and
- (b) subclauses 39.3 to 39.9 apply.

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

39.4 If:

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

39.5 As soon as practicable after making its decision, Eastern Heart Clinic 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 Eastern Heart Clinic 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.

- 39.6 However, Eastern Heart Clinic is not required to disclose confidential or commercially sensitive information to the relevant employees.
- 39.7 Eastern Heart Clinic must give prompt and genuine consideration to matters raised about the major change by the relevant employees.
- 39.8 If a term in this Agreement provides for a major change to production, program, organisation, structure or technology in relation to the enterprise of Eastern Heart Clinic, the requirements set out in subclause 39.2(a) and subclauses 39.3 and 39.5 are taken not to apply.
- 39.9 In this term, a major change is likely to have a significant effect on employees if it results in:
- (a) the termination of the employment of employees; or
 - (b) major change to the composition, operation or size of Eastern Heart Clinic's workforce or to the skills required of employees; or
 - (c) the elimination or diminution of job opportunities (including opportunities for promotion or tenure); or
 - (d) the alteration of hours of work; or
 - (e) the need to retrain employees; or
 - (f) the need to relocate employees to another workplace; or
 - (g) the restructuring of jobs.

Change to regular roster or ordinary hours of work

- 39.10 For a change referred to in subclause 39.1(b):
- (a) Eastern Heart Clinic must notify the relevant employees of the proposed change; and
 - (b) subclauses 39.11 to 39.15 apply.
- 39.11 The relevant employees may appoint a representative for the purposes of the procedures in this term.
- 39.12 If:
- (a) a relevant employee appoints, or relevant employees appoint, a representative for the purposes of consultation; and
 - (b) the employee or employees advise Eastern Heart Clinic of the identity of the representative; Eastern Heart Clinic must recognise the representative.
- 39.13 As soon as practicable after proposing to introduce the change, Eastern Heart Clinic must:
- (a) discuss with the relevant employees the introduction of the change; and
 - (b) for the purposes of the discussion—provide to the relevant employees:
 - (i) all relevant information about the change, including the nature of the change; and
 - (ii) information about what Eastern Heart Clinic reasonably believes will be the effects of the change on the employees; and
 - (iii) information about any other matters that Eastern Heart Clinic reasonably believes are likely to affect the employees; and
 - (c) invite the relevant employees to give their views about the impact of the change (including any impact in relation to their family or caring responsibilities).

- 39.14 However, Eastern Heart Clinic is not required to disclose confidential or commercially sensitive information to the relevant employees.
- 39.15 Eastern Heart Clinic must give prompt and genuine consideration to matters raised about the change by the relevant employees.
- 39.16 In this term: relevant employees means the employees who may be affected by a change referred to in subclause 39.1

40. Termination of Employment

- 40.1 Subject to subclauses 40.2 to 40.7, employment, other than the employment of a casual, will be terminated by Eastern Heart Clinic or the employee only on the provision of the applicable notice as set out in subclauses 40.8 and 40.9, or by the payment by Eastern Heart Clinic, or forfeiture by the employee, of wages in lieu of notice.
- 40.2 Eastern Heart Clinic may, without notice, summarily dismiss an employee at any time for serious misconduct. Payment is up to the time of dismissal only.
- 40.3 Provided that employment may be terminated by part of the period of notice specified, and part payment or part forfeiture, in lieu of the period of notice specified.
- 40.4 In respect of any forfeiture by the employee of wages in lieu of notice, the employee may at any time authorise Eastern Heart Clinic to deduct from his or her wages payable up to, or on termination, relevant wages payable in lieu of notice. Should Eastern Heart Clinic not receive such an authorisation from the employee and make the applicable deduction in whole, Eastern Heart Clinic may forthwith recover from the employee such outstanding payment or sum or amount payable or owing by the employee pursuant to this clause in any court of competent jurisdiction.
- 40.5 The requirement for an employee to provide notice under this clause shall not apply in circumstances where the employee is entitled to bring the employment to an end because of the actions of Eastern Heart Clinic, for example, because of a repudiatory breach of the employment contract by Eastern Heart Clinic.
- 40.6 In respect of the requirement for Eastern Heart Clinic to provide or pay notice under this clause, nothing in this clause shall exclude the application of Subdivision C of Division 11 of Part 2-2 of the Fair Work Act 2009.
- 40.7 Except in the case of summary dismissal, it is the intention of this clause that both Eastern Heart Clinic and the employee provide appropriate notice upon termination, or pay or forfeit such notice in wages. The application and interpretation of this clause shall give this intention full effect.
- 40.8 Notice of termination by Eastern Heart Clinic:

(a)	(i)	<u>Period of Continuous Service</u>	<u>Minimum Period of Notice</u>
		1 year or less	1 week
		More than 1 year but not more than 3 years	2 weeks
		More than 3 years but not more than 5 years	3 weeks
		More than 5 years	4 weeks
	(ii)	A Director of Operations shall be entitled to four weeks' notice.	
- (b) Employees (other than casuals) aged 45 years or older will be entitled to an additional one week's notice if the employee has completed at least two years continuous service for Eastern Heart Clinic.
- (c) Casuals are to be given notice to the end of the current shift worked.
- 40.9 Notice by employee:
 - (a) Subject to subclauses 40.9(b) and 40.9(c) employees with 12 months or more service shall give Eastern Heart Clinic two weeks' notice of termination in writing. Employees with less than 12 months service shall give Eastern Heart Clinic one week notice of termination in writing.

- (b) A Director of Operations shall give four (4) weeks' notice of termination in writing.
- (c) Casuals shall only be required to give notice to the end of the current shift worked.

41. Redundancy

41.1 Redundancy

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

41.2 Termination of Employment

The notice provisions in clause 40, Termination of Employment will apply to terminations by Eastern Heart Clinic for reasons arising from major changes to production, program, organisation or structure in accordance with subclause 39.1(a).

- (a) Notice for Technological Change –

This subclause sets out the notice provisions to be applied to terminations by Eastern Heart Clinic for reasons arising from "technology" in accordance subclause 39.1(a):

 - (i) In order to terminate the employment of an employee Eastern Heart Clinic shall give to the employee three months' notice of termination.
 - (ii) Payment in lieu of the notice above shall be made if the appropriate notice period is not given. Provided that employment may be terminated by part of the period of notice specified and part payment in lieu thereof.
 - (iii) The period of notice required by this subclause to be given shall be deemed to be service with Eastern Heart Clinic for the purposes of the Long Service Leave Act 1955, or any Act amending or replacing the Act and Clause 23, Annual Leave and Clause 24, Public Holidays.
- (b) Time Off During the Notice Period -
 - (i) During the period of notice of termination given by Eastern Heart Clinic, an employee shall be allowed up to one day's time off without loss of pay during each week of notice, to a maximum of five weeks, for the purpose of seeking other employment.
 - (ii) If the employee has been allowed paid leave for more than one day during the notice period for the purpose of seeking other employment, the employee shall, at the request of Eastern Heart Clinic, be required to produce proof of attendance at an interview or the employee shall not receive payment for the time absent.
- (c) Employee Leaving During the Notice Period –

If the employment of an employee is terminated (other than for misconduct) before the notice period expires, the employee shall be entitled to the same benefits and payments under this clause had the employee remained with Eastern Heart Clinic until the expiry of such notice.

Provided that in such circumstance the employee shall not be entitled to payment in lieu of notice.

(d) Statement of Employment –

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

(e) Notice to Centrelink –

Where a decision has been made to terminate the employment of employees, Eastern Heart Clinic 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.

(f) Centrelink Employment Separation Certificate –

Eastern Heart Clinic 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.

(g) Transfer to Lower Paid Duties –

Where an employee agrees to be transferred to lower paid duties, for reasons set out in subclause 41.1(a) Redundancy – Discussions before terminations, the employee shall be entitled to the same period of notice of transfer as the employee would have been entitled to if the employee's employment had been terminated. Eastern Heart Clinic may at Eastern Heart Clinic's option make payment in lieu thereof of an amount equal to the difference between the former ordinary-time rate of pay and the new ordinary-time rate for the number of weeks' notice still owing.

41.3 Severance Pay

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

(i) If an employee is under 45 years of age, Eastern Heart Clinic shall pay in accordance with the following scale:

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

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

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

(iii) "Week's pay" means the all-purpose rate of pay for the employee concerned at the date of termination. For the purposes of this clause, in addition to the ordinary rate of pay and over-agreement payments, all allowances, penalties or shift payment to which the nurse would be entitled shall form part of an employee's "week's pay". For the purpose of this subclause 41.3(a)(iii) the following allowances in Clause 13, Special Allowances

shall form part of the employee's "week's pay": subclauses 13.1(a); 13.1(b); 13.1(c); 13.2(a)(i); and 13.2(b).

- (iv) A "week's pay" for a particular employee shall be determined according to the average week's pay received by the employee in the period immediately prior to their last date of employment equal to the number of weeks of severance pay to which the employee is entitled under subclauses 41.3(a)(i) and 43.1(a)(ii).
- (v) Eastern Heart Clinic shall also pay the following amounts to any employee terminated pursuant to this clause:
 - (A) pro rata long service leave as per Clause 25, Long Service Leave;
 - (B) accrued annual leave;
 - (C) any annual leave loading to which the employee is entitled; and
 - (D) untaken accumulated ADOs, at ordinary rates.

(b) Incapacity to Pay

Subject to an application by Eastern Heart Clinic and further order of the Fair Work Commission, Eastern Heart Clinic may pay a lesser amount (or no amount) of severance pay than that contained in subclause 41.3(a).

The Fair Work Commission shall have regard to such financial and other resources of Eastern Heart Clinic concerned as the Fair Work Commission thinks relevant, and the probable effect paying the amount of severance pay in subclause 41.3(a) will have on Eastern Heart Clinic.

(c) Alternative Employment

Subject to an application by Eastern Heart Clinic and further order of the Fair Work Commission, Eastern Heart Clinic may pay a lesser amount (or no amount) of severance pay than that contained in subclause 41.3(a) if Eastern Heart Clinic obtains acceptable alternative employment for an employee.

42. National Employment Standards (NES)

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

43. Agreement Flexibility

- 43.1 Eastern Heart Clinic and an employee covered by this enterprise agreement may agree to make an individual flexibility arrangement to vary the effect of terms of the agreement 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 Eastern Heart Clinic and employee in relation to 1 or more of the matters mentioned in subclause 43.1(a); and
 - (c) the arrangement is genuinely agreed to by Eastern Heart Clinic and employee.
- 43.2 Eastern Heart Clinic must ensure that the terms of the individual flexibility arrangement:

- (a) are about permitted matters under section 172 of the Fair Work Act 2009; and
 - (b) are not unlawful terms under section 194 of the Fair Work Act 2009; and
 - (c) result in the employee being better off overall than the employee would be if no arrangement was made.
- 43.3 Eastern Heart Clinic must ensure that the individual flexibility arrangement:
- (a) is in writing; and
 - (b) includes the name of Eastern Heart Clinic and employee; and
 - (c) is signed by Eastern Heart Clinic 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 enterprise 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.
- 43.4 Eastern Heart Clinic must give the employee a copy of the individual flexibility arrangement within 14 days after it is agreed to.
- 43.5 Eastern Heart Clinic 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 Eastern Heart Clinic and employee agree in writing—at any time.

44. Access to Copies of the Agreement and the NES

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

45. Qualifications Allowance

- 45.1 An employee employed in the classification of Registered Nurse (years 1 to 8), Clinical Nurse Specialist, Nursing Unit Manager, Nurse Manager Grade 1, Nurse Manager Grade 2 or Nurse Manager Grade 3 and above (who satisfies Eastern Heart Clinic 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 Eastern Heart Clinic to be directly relevant to the competency and skills used by the nurse in the duties of the position. The allowance will be payable from the date of application by the employee;
 - (b) an employee holding more than one relevant qualification is only entitled to one allowance, being the allowance of the highest monetary value;
- 45.2 the employee claiming entitlement to a qualification allowance must provide evidence to Eastern Heart Clinic that they hold that qualification;
- (a) An allowance shall be absorbed into any over agreement rate being paid to an employee;
 - (b) An allowance shall only be payable in the areas of intensive care, coronary care, cardiac or cardiothoracic nursing, perioperative nursing, anaesthetics and recovery; and
 - (c) Any such areas as may be agreed between the employee and if requested by the employee a workplace representative and Eastern Heart Clinic.

- 45.3 Subject to the provisions in subclauses 45.1 and 45.2, an employee who holds a relevant post-graduate certificate, other than a Hospital Certificate, shall be paid an allowance of an amount set out in Item 22 Table 3 – Qualifications Allowance of Part B, Monetary Rates.
- 45.4 Subject to the provisions in subclauses 45.1 and 45.2, an employee who holds a relevant post-graduate diploma or degree (other than an undergraduate nursing degree) shall be paid an allowance of an amount set out in Item 23 of Table 3 – Qualifications Allowance of Part B, Monetary Rates.
- 45.5 Subject to the provisions in subclauses 45.1 and 45.2, an employee who holds a masters degree or doctorate shall be paid an allowance of an amount set out in Item 24 of Table 3.
- 45.6 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 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 qualifications allowance, subject to the following conditions set out below:
- (a) the allowance is only payable where the qualification is accepted by Eastern Heart Clinic to be directly relevant to the competency and skills used by the registered 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 Eastern Heart Clinic that they hold that qualification.
- 45.7 Subject to the provisions in subclause 45.6, a Clinical Nurse Educator who holds a post graduate diploma, degree, Masters or Doctorate in education or a clinical field, or a Clinical Nurse Specialist who holds a post graduate diploma, degree, Masters or Doctorate in a clinical field, shall be paid an allowance of the relevant amount set out in Table 3.
- 45.8 The above allowances are not to be included in the employee's ordinary rate of pay. The allowances are not payable during periods of paid leave taken by an employee, but they will be paid on ADO's.
- 45.9 The continuing education allowances shall be considered salary-related allowances for the purpose of salary and salary related allowance increases that may occur.
- 45.10 Where a dispute arises concerning the eligibility for payment of a Qualifications Allowance that is not resolved by the process contained in subclauses 47.1 to 47.4 of clause 35, Resolution of Disputes, negotiations between Eastern Heart Clinic and the Association must occur prior to referral to the Fair Work Commission for determination.

46. Ceremonial Leave

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

47. Requests for Flexible Working Arrangements

- 47.1 In addition to Clause 43, Agreement Flexibility, an employee may request a change in their working arrangements, in accordance with Section 65 of the Act, 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 a member of their household, who requires care or support because the member is experiencing violence from the members family.
- 47.2 To avoid doubt, and without limiting subclause 47.1, 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
- 47.3 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 Eastern Heart Clinic immediately before making the request; or
 - (b) for a casual employee, the employee:
 - (i) is a long term casual employee of Eastern Heart Clinic immediately before making the request; and
 - (ii) has a reasonable expectation of continuing employment by Eastern Heart Clinic on a regular and systematic basis.
- 47.4 The request must:
- (a) be in writing; and
 - (b) set out details of the change *sought and of the reasons for the change*.
- 47.5 Eastern Heart Clinic must give the employee a written response to the request within 21 days, stating whether Eastern Heart Clinic grants or refuses the request.

48. Nursing Workloads

- 48.1 Eastern Heart Clinic 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.
- 48.2 The parties agree that existing flexibility in respect of staffing will be maintained. Additionally, the parties recognise and agree that the model of operation at Eastern Heart Clinic is unique and that workloads may vary according to patient presentation and acuity.
- 48.3 Should any nurse in the unit feel the workloads are unreasonably heavy, on a regular basis, then they have a responsibility to discuss their concerns with their Director of Operations.
- 48.4 The Director of Operations shall investigate any issue that is raised within 48 hours and provide a response to the issues.
- 48.5 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.
- 48.6 If the matter is not settled with a reasonable period of time, Clause 35, Resolution of Disputes will apply.
- 48.7 In determining workloads Eastern Heart Clinic is entitled to take into account the needs of the workplace including patient care, the unique nature of the operational model and the need to roster employees at short notice in accordance with subclause 10(vi), of clause 10, Rosters.

49. Learning and Development

- 49.1 Eastern Heart Clinic recognises that ongoing learning and development is essential for the maintenance and development to nursing practice. Eastern Heart Clinic will continue to provide and support training and education opportunities where possible.

- 49.2 The responsibility for staff development is shared between employees and Eastern Heart Clinic. Employees are expected to participate fully in professional skill development to ensure performance is at a standard consistent with nursing competencies relevant to classification and registration.
- 49.3 The provision of mandatory training and skills updates is a joint responsibility between Eastern Heart Clinic and employee. Attendance at mandatory training and skills update sessions provided by Eastern Heart Clinic is the responsibility of the employee.
- 49.4 Professional development shall be identified on an annual basis through the employees' annual performance appraisal.
- 49.5 When an employee is required by Eastern Heart Clinic to undertake training outside ordinary working hours, the employee will be paid at their ordinary rate of pay for the time spent in training. Where the employee elects to undertake training at home (e.g. e-learning modules) they will be free to do so without pay.

Professional Development Support

- 49.6 Support for professional development activities may be available in the form of either paid time or payment for costs and associated expenses. Applications for professional development support will be considered by the General Manager who will consider:
- (a) the overall cost of the activities;
 - (b) the benefits to the employee; and
 - (c) the benefits to the business

50. Leave to deal with Family and Domestic Violence

- 50.1 This clause applies to all employees, including casuals.

50.2 Definitions

- (a) *Family and Domestic Violence* means violent, threatening or other abusive behaviour by a family member of an employee that seeks to coerce or control the employee and that causes them harm or to be fearful.
- (b) *Family Member, in this clause*, also includes a person related to the employee according to Aboriginal or Torres Strait Islander kinship rules:

50.3 Entitlement to leave

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

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

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

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

50.4 Taking unpaid leave

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

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

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

50.5 **Paid Leave**

- (a) A full-time or part-time employee who is entitled to unpaid leave in accordance with clauses 50.3 and 50.4 may, instead, elect to take the following paid leave:
 - (i) Personal/Carers Leave or Annual Leave or time off in lieu of overtime; or
 - (ii) Where leave entitlements in clause 50.5(a)(i) are exhausted the employee may take up to 5 days' special leave on ordinary pay per year. This leave does not accumulate from year to year.

50.6 **Service and continuity**

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

50.7 **Notice and evidence requirements**

(a) **Notice**

An employee must give Eastern Heart Clinic notice of the taking of leave by the employee under clause 50. The notice:

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

(b) **Evidence**

An employee who has given Eastern Heart Clinic notice of the taking of leave under clause 50 must, if required by Eastern Heart Clinic, give Eastern Heart Clinic evidence that would satisfy a reasonable person that the leave is taken for the purpose specified in clause 50.4.

Note: Depending on the circumstances such evidence may include a document issued by the police service, a court or a family violence support service, or a statutory declaration.

50.8 **Confidentiality**

- (a) Eastern Heart Clinic must take steps to ensure information concerning any notice an employee has given, or evidence an employee has provided under clause 50.7 is treated confidentially, as far as it is reasonably practicable to do so.
- (b) Nothing in clause 50 prevents Eastern Heart Clinic from disclosing information provided by an employee if the disclosure is required by an Australian law or is necessary to protect the life, health or safety of the employee or another person.

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

50.9 **Compliance**

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

51. **Community Service Leave**

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

51.2 Eligible community service activities

- (a) entitle an employee, acting reasonably, to be absent from employment for periods including:

- (i) time when the employee engages in the activity;
 - (ii) reasonable travelling time associated with the activity;
 - (iii) reasonable rest time immediately following the activity.
- (b) include:
- (i) jury service (including attendance for jury selection) that is required by or under a law of the Commonwealth, a State or a Territory; or
 - (ii) a voluntary emergency management activity; or
 - (iii) an activity prescribed in regulations made for the purpose of Section 109(4) of the Act.

51.3 Jury Service

- (a) There is no limit on the amount of unpaid jury service leave an employee can take in a 12-month period of employment.
- (b) Employees, other than casuals, are entitled to be paid:
 - (i) for the first 10 days when absent from work in one or more periods to attend jury service re a particular jury service summons.
 - (ii) the difference between what the employee received as jury service pay and the base rate of pay for the employee's ordinary hours of work in the period or periods.
- (c) Where the duration of jury service re a particular jury service summons exceeds 10 days, Eastern Heart Clinic agrees to assist the employee as far as is reasonably practical to maintain their regular income. The assistance may include: flexibility of rosters; access to Annual Leave and/or Long Service Leave.
- (d) Eastern Heart Clinic may require the employee to provide evidence that would satisfy a reasonable person:
 - (i) that the employee took all necessary steps to obtain any amount of jury service pay to which they were entitled; and
 - (ii) of the total amount of jury service pay, paid or payable to the employee.
- (e) No payment is required where evidence is required by Eastern Heart Clinic and not provided by the employee.

51.4 Voluntary emergency management activity (VEMA)

- (a) An employee engages in a VEMA if:
 - (i) they voluntarily participate;
 - (ii) the activity involves dealing with an emergency or natural disaster;
 - (iii) they are a member of, or have a member like association with a recognised emergency management body (REMB); and
 - (iv) the REMB requests their participation.

PART B

Table 1 – Monetary Rates

Classification	FFPP on or after 1/01/18 2.50% Per week	FFPP on or after 1/01/19 3.00% Per week	FFPP on or after 1/01/20 3.00% Per week	FFPP on or after 1/01/21 3.00% Per week
Enrolled Nurse – (With notation)				
First year of experience	\$1,047.12	\$1,078.53	\$1,110.89	\$1,144.22
Second year of experience	\$1,070.31	\$1,102.42	\$1,135.49	\$1,169.55
Third year of experience	\$1,093.25	\$1,126.05	\$1,159.83	\$1,194.62
Fourth year of experience	\$1,116.33	\$1,149.82	\$1,184.31	\$1,219.84
Thereafter	\$1,139.86	\$1,174.06	\$1,209.28	\$1,245.56
Enrolled Nurse				
First year of experience	\$1,070.31	\$1,102.42	\$1,135.49	\$1,169.55
Second year of experience	\$1,093.25	\$1,126.05	\$1,159.83	\$1,194.62
Third year of experience	\$1,116.33	\$1,149.82	\$1,184.31	\$1,219.84
Fourth year of experience	\$1,139.86	\$1,174.06	\$1,209.28	\$1,245.56
Thereafter	\$1,163.05	\$1,197.94	\$1,233.88	\$1,270.90
Registered Nurse				
First year of service	\$1,200.17	\$1,236.18	\$1,273.27	\$1,311.47
Second year of service	\$1,265.15	\$1,303.10	\$1,342.19	\$1,382.46
Third year of service	\$1,330.70	\$1,370.62	\$1,411.74	\$1,454.09
Fourth year of service	\$1,497.80	\$1,542.73	\$1,589.01	\$1,636.68
Fifth year of service	\$1,575.17	\$1,622.43	\$1,671.10	\$1,721.23
Sixth year of service	\$1,640.56	\$1,689.77	\$1,740.46	\$1,792.67
Seventh year of service	\$1,677.12	\$1,727.43	\$1,779.25	\$1,832.63
Eighth year of service	\$1,713.43	\$1,764.83	\$1,817.77	\$1,872.30
Clinical Nurse Specialist	\$1,780.39	\$1,833.80	\$1,888.81	\$1,945.47
Clinical Nurse Educator	\$1,898.58	\$1,955.54	\$2,014.21	\$2,074.64
Nurse Educator -				
First year	\$1,869.18	\$1,925.26	\$1,983.02	\$2,042.51
Second year	\$1,921.86	\$1,979.52	\$2,038.91	\$2,100.08
Third year	\$1,968.94	\$2,028.01	\$2,088.85	\$2,151.52
Fourth year	\$2,071.64	\$2,133.79	\$2,197.80	\$2,263.73
Clinical Nurse Consultant	\$2,071.64	\$2,133.79	\$2,197.80	\$2,263.73
Nursing Unit Manager -				
Level I	\$2,031.01	\$2,091.94	\$2,154.70	\$2,219.34
Level II	\$2,127.37	\$2,191.19	\$2,256.93	\$2,324.64
Level III	\$2,184.42	\$2,249.95	\$2,317.45	\$2,386.97
Senior Nurse Educator -				
First year	\$2,121.88	\$2,185.54	\$2,251.11	\$2,318.64
Second year	\$2,165.44	\$2,230.40	\$2,297.31	\$2,366.23
Third year	\$2,237.96	\$2,305.10	\$2,374.25	\$2,445.48
Deputy Director of Nursing -				
Less than 100 beds	\$2,127.37	\$2,191.19	\$2,256.93	\$2,324.64
Director of Operations				
Less than 25 beds	\$2,192.33	\$2,258.10	\$2,325.84	\$2,395.62
25 beds, less than 50 beds	\$2,321.31	\$2,390.95	\$2,462.68	\$2,536.56

Table 2 – Other Rates and Allowances

Item No	Clause No.	Brief Description	FFPP on or after 1/01/18	FFPP on or after 1/01/19	FFPP on or after 1/01/20	FFPP on or after 1/01/21
1	13.1(a)	In charge of hospital	\$33.55	\$34.56	\$35.60	\$36.67
2	13.1(b)	In charge of shift in ward/unit in absence of NUM	\$28.18	\$29.03	\$29.90	\$30.80
3	13.1(c)	In charge of shift in ward/unit and hospital	\$28.71	\$29.57	\$30.46	\$31.37
4	13.2(a)(i)	On call	\$52.53	\$54.11	\$55.73	\$57.40
5	13.2(a)(ii)	On call on rostered days off	\$58.65	\$60.41	\$62.22	\$64.09
6	13.2(a)(iii)	On call 6pm Friday to 8am Saturday	\$78.36	\$80.71	\$83.13	\$85.62
7	13.2(a)(iv)	On call per 24 hours from 8am Saturday or 8am Sunday	\$123.80	\$127.51	\$131.34	\$135.28
8	13.2(a)(v)	On Call Public Holiday	\$153.75	\$158.36	\$163.11	\$168.00
9	13.2(b)	Use of Private Vehicle (cents per km)	ATO	ATO	ATO	ATO
10	13.3	Lead apron allowance	\$2.09	\$2.15	\$2.21	\$2.28
11	13.4	Nurse Clinician	\$50.95	\$52.48	\$54.05	\$55.67
12	13.5	Team Leader	\$50.95	\$52.48	\$54.05	\$55.67
13	17.3(a)	Uniforms	\$7.69	\$7.92	\$8.16	\$8.40
14	17.3(a)	Shoes	\$2.38	\$2.45	\$2.52	\$2.60
15	17.3(b)	Stockings	\$3.99	\$4.11	\$4.23	\$4.36
16	17.3(c)	Cardigan or jacket	\$2.32	\$2.39	\$2.46	\$2.53
17	17.3(d)	Laundry	\$5.49	\$5.65	\$5.82	\$5.99
18	17.3(f)	Socks	\$0.78	\$0.80	\$0.82	\$0.84
19	19.10	Meal on overtime	\$21.84	\$22.50	\$23.18	\$23.88
20	28.3	Breakfast	\$4.46	\$4.59	\$4.73	\$4.87
21	28.3	Other meals	\$8.09	\$8.33	\$8.58	\$8.84

Table 3 – Qualifications Allowance

Item No	Clause No	Qualifications	FFPP on or after 1/01/18	FFPP on or after 1/01/19	FFPP on or after 1/01/20	FFPP on or after 1/01/21
22	45.3	Post Graduate Certificate (per week)	\$40.23	\$41.44	\$42.68	\$43.96
23	45.4	Post Graduate Diploma or Degree (per week)	\$61.00	\$62.83	\$64.71	\$65.65
24	45.5	Masters Degree or Doctorate (per week)	\$73.96	\$76.18	\$78.47	\$80.82


Note: FFPP means First Full Pay Period

Eastern Heart Clinic and NSWNMA/ANMF Enterprise Agreement 2019 – 2021

**Signature page on Behalf of:
Eastern Heart Clinic Pty Limited**

Dated this *14th* day of April 2019


Signature
Mr Todd Donaghy
PO Box 746
Randwick NSW 2031


Signature of Witness
Name *DJ Nigel Jepson*
PO Box 746
Randwick NSW 2031

As the General Manager of Eastern Heart Clinic Pty Limited, Mr Donaghy is authorised to sign on behalf of the Employer.

PROCEDURAL CARDIOLOGIST

Chris Alexopoulos
Roger Allan
Con Arronis
Gregory Cranney
Daniel Friedman
Robert Giles
Nigel Jepson
Antony Lau
Lincoln Lee
Mark McGuire
Sze-Yuan Ooi
Mark Pitney
Suresh Singarayyar
Warren Walsh

CLINICAL CARDIOLOGISTS

David Brender
Anthony Freeman
John Lambros
Richard Haber
Gita Mathur
David Wilcken

VASCULAR SURGEONS

Andrew Lennox
Ramon Varcoe

CARDIAC SURGEONS

Peter Grant
Hugh Wolfenden
Zakir Akhunj

ANAESTHETISTS

Michael Beaudoin
David Collins
Keith Kelly
Zarir Nanavati
Neeraj Pal
Yahya Shehabi
Robert Turner
Darren Wolfers

GENERAL MANAGER

Todd Donaghy

DIRECTOR OF OPERATIONS

Brenda Gale

**FINANCE &
ADMINISTRATION MANAGER**

Peter Saliba

MANAGING DIRECTOR

Anthony Shubitz

PROCEDURES

- Angiography
- Angioplasty
- ASD/PFO
- Cardioversion
- Carotid Stenting
- Defibrillator Insertion
- Endoluminal AAA
- EPS/Ablation
- Lead Extraction
- Pacemaker Insertion
- Peripheral Angioplasty
- TOE
- Valvuloplasty

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.