



DECISION

Fair Work Act 2009
s.185—Enterprise agreement

Shellharbour Private Hospital Pty Limited
(AG2023/1000)

HEALTH CARE (NSW HOSPITALS) AND THE NSWNMA/ANMF NSW BRANCH ENTERPRISE AGREEMENT 2022

Health and welfare services

DEPUTY PRESIDENT EASTON

SYDNEY, 30 MAY 2023

*Application for approval of the Health Care (NSW Hospitals) and the NSWNMA/ANMF
NSW Branch Enterprise Agreement 2022.*

[1] Shellharbour Private Hospital Pty Limited (**the Employer**) has made an application for the approval of the *Health Care (NSW Hospitals) and the NSWNMA/ANMF NSW Branch Enterprise Agreement 2022* (**the Agreement**). The application was made under s.185 of the *Fair Work Act 2009* (**the Act**). The Agreement is a single enterprise agreement.

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

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

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

[5] The Agreement is approved and, in accordance with s.54 of the Act, will operate from 6 June 2023. The nominal expiry date of the Agreement is 30 September 2024.



DEPUTY PRESIDENT

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Annexure A

IN THE FAIR WORK COMMISSION

FWC Matter No.:

AG2023/1000

Applicant:

Shellharbour Private Hospital Pty Limited

Section 185 – Application for approval of a single enterprise agreement

Undertaking – section 190

I, George Diakos, Head of Human Resources have the authority given to me by Shellharbour Private Hospital Pty Limited (**Healthe Care**) to provide the following undertakings with respect to *Healthe Care (NSW Hospitals) and the NSWNMA/ANMF NSW Branch Enterprise Agreement 2022 (Agreement)*. These undertakings are provided on the basis of the matters raised by the Fair Work Commission in the application before the Fair Work Commission.

The undertakings are as follows:

1. Clause 11(v) – Rest break between rostered periods of work: Healthe Care undertakes that the first sentence of clause 11(v) shall be deleted and not apply as a term of the Agreement. Accordingly, operating theatre nurses will be entitled to a 10 hour break between each rostered shift and may, by mutual agreement reduce the rest break to no less than 8 hours.
2. Clause 18(iv) – Casual employees and weekend penalty rates – Assistant in Nursing / Midwifery: Healthe Care undertakes that a casual employee who is an Assistant in Nursing / Midwifery or Trainee Enrolled Nurse will be paid a Saturday penalty rate of 65% for ordinary hours worked on a Saturday and a Sunday penalty rate of 95% for all ordinary hours worked on a Sunday.
3. Clause 23(xii) – Rest break following overtime work: Healthe Care undertakes to amend clause 23(xii) so that an employee will be entitled to a rest break following overtime work of 10 hours. An employee may initiate a request in writing of a rest break of no less than 8 hours. The employer will not initiate any request to an employee to reduce the 10 hour rest break under clause 23(xii).
4. Clause 27(i)(a), Definition of 'shiftworker' for the purposes of the NES: Healthe Care confirms that the definition of shiftworker for the purpose of the NES and the additional week of annual leave is at clause 27(i)(a) of the Agreement.



Signature

24 May 2023

Date

HEALTH CARE (NSW HOSPITALS)

AND

NSWNMA/ANMF NSW BRANCH

ENTERPRISE AGREEMENT

2022

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

ARRANGEMENT

The Agreement is arranged as follows:

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1. NAME OF THE AGREEMENT

This Agreement shall be called *Health Care (NSW Hospitals) and the NSWNMA/ANMF NSW Branch Enterprise Agreement 2022* ('the Agreement').

2. COVERAGE

This Agreement shall cover:

- (i) the entities included in column 2 of the table at Schedule A of this Agreement (the Employer); and
- (ii) Nursing and Midwifery staff employed by the Employer in classifications listed in clause 6 and at the facilities listed in column 1 of the table at Schedule A.
- (iii) In accordance with the requirements of the *Fair Work Act 2009* (Cth) ("**the Act**"), the New South Wales Nurses and Midwives' Association (**NSWNMA**) and, Australian Nursing and Midwifery Federation New South Wales Branch (**ANMF NSW**) ("**the Association**") of 50 O'Dea Avenue, Waterloo, New South Wales, 2017.

3. DATE AND PERIOD OF OPERATION

- (i) This Agreement shall commence operation from the 7th day after the agreement is approved by the Fair Work Commission and will remain in place until 30 September 2024, or thereafter in accordance with the Act.
- (ii) The parties agree that discussions shall commence for a new Agreement no later than six months prior to the expiry date of the Agreement.
- (iii) This Agreement contains all the terms and conditions of employment for employees covered by the agreement and shall apply to all employees employed pursuant to the classifications listed in Clause 6 employed by the Employer.

4. POSTING OF THE AGREEMENT

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

5. RELATIONSHIP TO THE NATIONAL EMPLOYMENT STANDARDS

Entitlements in accordance with the National Employment Standards ("**NES**") are provided for under the Act. Where this Agreement also has provisions regarding matters dealt with under the NES and the provisions in the NES set out in the Act are more favourable to an Employee in a particular respect than those provisions, then the NES will prevail in that respect and the provisions dealing with that matter in this Agreement will

have no effect in respect of that Employee. The provisions in this Agreement otherwise apply.

6. DEFINITIONS

- (i) Unless the context otherwise indicates or requires the several expressions hereunder defined shall have the respective meanings assigned to them:
- (a) **"Industry of Nursing"** means the industry of persons engaged and employed in New South Wales in the profession or occupation of nursing including midwifery and employed in or in connection with in private hospitals and Day Procedure Centres that are located within the private hospital.
 - (b) **"Hospital"** means a private hospital and a day procedure centre as defined by the *Private Health Facilities Act 2007* (NSW).
 - (c) **"Board"** means the Nursing and Midwifery Board of Australia and shall also be taken to mean the Australian Health Practitioner Regulation Agency.
 - (d) **"Trainee Enrolled Nurse"** means a person who is being trained to become an enrolled nurse in a hospital approved for this purpose by the Board.
 - (e) **"Assistant in Nursing/Midwifery"** means a person, other than a registered nurse, student nurse, or enrolled nurse, who is employed in nursing/midwifery duties in a hospital.
 - (f) **"Enrolled Nurse"** means a person registered by the Board as such.
 - (1) **"Enrolled Nurse– Special Grade" level one** means an Enrolled Nurse without medication qualification, who undertakes advanced skills such as IV cannulation as a routine part of their daily work with a minimum of five years full time equivalent post enrolment experience.
 - (2) **"Enrolled Nurse– Special Grade" level two** means an Enrolled Nurse without medication qualification, with an Advanced Certificate qualification and a minimum of six years full time equivalent post enrolment experience, including three years full time equivalent experience in the relevant clinical area. In-house certificates, such as the HealthCare Theatre Certificate for enrolled nurses, would be regarded as a qualification

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- (g) **“Enrolled Nurse – Medication Endorsed”** means a person registered by the Board and endorsed to administer medications by the Board.
- (1) **“Enrolled Nurse, Medication endorsed – Special Grade level one”** means an Enrolled Nurse with medication qualification, who undertakes advanced skills such as IV cannulation as a routine part of their daily work with a minimum of five years full time equivalent post enrolment experience.
- (2) **“Enrolled Nurse, Medication endorsed – Special Grade level two”** means an Enrolled Nurse with medication qualification who has an Advanced Certificate qualification and a minimum of six years full time equivalent post enrolment experience, including three years full time equivalent experience in the relevant clinical area.
- (h) **“Registered Nurse/ Midwife”** means a person registered by the Board as a Registered Nurse and/or Registered Midwife.
- (i) **“Clinical Nurse/Midwifery Specialist Grade 1”** means a Registered Nurse with relevant post-basic qualifications and 12 months’ experience working in the clinical area of their specified post-basic qualification, or a minimum of four years’ post-basic registration experience, including three years’ experience in the relevant specialist field and who satisfies the local criteria.
- (j) **“Clinical Nurse Specialist/Clinical Midwifery Specialist Grade 2”** means: a Registered Nurse/Midwifery appointed to a position classified as such with relevant post-registration qualifications and at least 3 years’ experience working in the clinical area of their specified post-graduate qualification.

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

- Exercises extended autonomy of decision making;
- Exercises professional knowledge and judgement in providing complex care requiring advanced clinical skills and undertakes one of the following roles:
 - leadership in the development of nursing specialty clinical practice and service delivery in the ward/unit/service; or

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- specialist clinical practice across a small or medium sized health facility/sector/service; or
 - primary case management of a complete episode of care; or
 - primary case management of a continuum of specialty care involving both inpatient and community based services; or
 - an authorised extended role within the scope of Registered Nurse/Midwifery practice.

(k) **"Nursing/Midwifery Unit Manager"** means a Registered Nurse in charge of a ward or unit or group of wards or units in a hospital shall include:

(1) "Nursing/Midwifery Unit Manager Level 1" whose responsibilities include:

(A) Co-ordination of Patient Services

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

(B) Unit Management

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

(C) Nursing Staff Management

- Direction, co-ordination and supervision of nursing activities.
- Training, appraisal and counselling of nursing staff.

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- Rostering and/or allocation of nursing staff.
 - Development and/or implementation of new nursing practice according to patient need.
- (2) "Nursing/Midwifery 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/Midwifery Unit Manager Level 1.
- (3) "Nursing/Midwifery 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/Midwifery Unit Manager Level 2.

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

A nurse will achieve Clinical Nurse/Midwifery 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/Midwifery Specialist as a specialist resource and the Clinical Nurse/Midwifery Consultant in the primary role of clinical consulting, researching etc.

- (m) **"Nurse/Midwifery Educator"** means a Registered Nurse with a post registration certificate, who has relevant experience or other qualifications, deemed appropriate by the employer who is appointed to a position of Nurse/Midwifery Educator.

A Nurse/Midwifery 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/Midwifery Educator who holds relevant tertiary qualification in education or tertiary postgraduate specialist clinical nursing/midwifery qualifications shall commence on the 3rd year rate of the salary scale.

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

Incremental progression for Nurse/Midwifery Educators' shall be on completion of 12 months' satisfactory service provided 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.

- (n) **"Senior Nurse/Midwifery 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/Midwifery Educator.

A Senior Nurse/Midwifery Educator shall be responsible for one or more Nurse/Midwifery Educators in the planning, co-ordination, delivery, and evaluation of educational programmes such as post registration certificate courses, continuing nurse/midwifery 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.

- (o) **"Nurse Practitioner"** is a Registered Nurse appointed to the role; has obtained an additional qualification relevant to the regulating authority to enable them to become licensed Nurse Practitioners. A Nurse Practitioner is authorised to function autonomously and collaboratively in an advanced and extended clinical role.

Role of a licensed Nurse Practitioner

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

care delivery that complements other health care providers.

Scope of practice

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

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

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

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

(p) **"Clinical Nurse/Midwifery Consultant"** means a Registered Nurse appointed as such, whose had at least five years post-basic registration experience and who has in addition approved post-basic nursing/midwifery qualifications relevant to the field in which they are appointed or such other qualifications or experience deemed appropriate by the employer.

(q) **"Assistant Director of Nursing/Midwifery" means:**

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

(r) **"Subsidiary Hospital Director of Nursing"** means a person who is in charge of a subsidiary hospital which is under the management of the main hospital but which is

detached there from and is substantially separately administered.

- (s) **"Day Worker"** means a worker who works their ordinary hours from Monday to Friday between the hours of 6am to 6pm inclusive.
- (t) **"Deputy Director of Nursing"** means a person appointed to that position or deemed to hold that position pursuant to Clause 34, Deputy Directors of Nursing, Assistant Directors of Nursing, of this Agreement.
- (u) **"Director of Nursing"** includes a Registered Nurse who is registered by their employer with the Health Administration Corporation of New South Wales as the person in charge of the hospital. There shall be only one person in each hospital entitled to be classified as Director of Nursing or whatever title the Senior Nursing Administrator is known by at individual hospitals.
- (v) **"Experience"** in relation to a trainee Enrolled Nurse, Enrolled Nurse, or Assistant in Nursing/ Midwifery means experience before and/or after the commencement of this Agreement whether within New South Wales or elsewhere and in the case of a trainee Enrolled Nurse, Enrolled Nurse or Assistant in Nursing/Midwifery who was formerly a student nurse includes experience as such student nurse.

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

- (w) **"Service"** for the purpose of Clause 9, Wages, 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 Operating Theatre Management - NSW College of Nursing, Australia.

Certificate in Operating Theatre Technique - College of Nursing, Australia.

Certificate in Coronary Care - NSW College of Nursing.

Certificate in Orthopaedic Nursing - NSW College of Nursing.

Certificate in Ward Management - NSW College of Nursing.

Midwife Tutor Diploma - College of Nursing, Australia, or Central Midwives Board, London.

Occupational Health Nursing Certificate - NSW College of Nursing.

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

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

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

- (x) **"Shift Worker"** means a worker who is not a day worker as defined.
- (y) **"Average Occupied Beds"** means calculating the adjusted daily average of occupied beds of a hospital, each newly born baby shall count as one half patient and 700 outpatients per annum shall count as one occupied bed. The average shall be taken for the twelve months ended on the 30 June in each and every year and such average shall relate to the salary of the succeeding year.
- (z) **"Immediate family"** of an employee means:
 - (1) a spouse, de facto partner, child, parent, grandparent, grandchild or sibling of the employee; or

(2) a child, parent, grandparent, grandchild or sibling of a spouse or de facto partner of the employee.

(3) spouse includes a former spouse.

(4) de facto partner of an employee:

(A) means a person who, although not legally married to the employee, lives with the employee in a relationship as a couple on a genuine domestic basis (whether the employee and the person are of the same sex or different sexes); and

(B) includes a former de facto partner of the employee.

(aa) “**Union**” means New South Wales Nurses and Midwives’ Association (**NSWMA**) and Australian Nursing and Midwifery Federation New South Wales Branch (**ANMF NSW**) of 50 O’Dea Avenue, Waterloo, NSW 2017.

(ab) “**FWC**” means the Fair Work Commission.

(ac) “**Act**” means the *Fair Work Act 2009* (Cth).

(ad) “**NES**” means the National Employment Standards.

7. CONSULTATION REGARDING CHANGE

(i) This term applies if the Employer has made a definite decision to introduce a major change to production, program, organisation, structure, or technology in relation to its enterprise and the change is likely to have a significant effect on employees of the Employer, or if the Employer proposes to change an employee’s regular roster or ordinary hours of work.

(ii) The Employer must consult the employees to whom the agreement applies about:

(a) a major workplace change that is likely to have a significant effect on the employees; or

(b) a change to their regular roster or ordinary hours of work.

(iii) The relevant employees may appoint a representative which may be a Union representative for the purposes of the procedures in this term.

(iv) If:

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

the Employer must recognise the representative.
 - (v) As soon as practicable after making its decision, the Employer must
 - (a) discuss with the relevant employees:
 - (1) the introduction of the change; and
 - (2) the effect the change is likely to have on the employees; and
 - (3) measures the Employer is taking to avert or mitigate the adverse effect of the change on the employees; and
 - (b) for the purposes of the discussion — provide, in writing, to the relevant employees:
 - (1) all relevant information about the change including the nature of the change proposed; and
 - (2) information about the expected effects of the change on the employees; and
 - (3) any other matters likely to affect the employees.
 - (c) Subject to (v)(a) and (b), for a change to the employees' regular roster or ordinary hours of work, the Employer is required to:
 - (1) to provide information to the employees about the change; and
 - (2) to invite the employees to give their views about the impact of the change (including any impact in relation to their family or caring responsibilities); and
 - (3) to consider any views given by the employees about the impact of the change.
 - (vi) However, the Employer is not required to disclose confidential or commercially sensitive information to the relevant employees, the disclosure of which would adversely affect the employer.

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- (vii) The Employer must give prompt and genuine consideration to matters raised about the major change by the relevant employees.
 - (viii) If a term in the Agreement provides for a major change to production, program, organisation, structure or technology in relation to the enterprise of the Employer, the requirements set out in subclauses (ii) and (iii) are taken not to apply.
 - (ix) In this term, a major change is **likely to have a significant effect on employees** if it results in the termination of the employment of employees; or major change to the composition, operation or size of the Employer's workforce or to the skills required of employees; or the elimination or diminution of job opportunities (including opportunities for promotion or tenure); or the alteration of hours of work; or the need to retrain employees; or the need to relocate employees to another workplace; or the restructuring of jobs.
 - (x) In this term, **relevant employees** means the employees who may be affected by the major change or change in regular roster or ordinary hours of work, as applicable.

8. DISPUTE RESOLUTION PROCEDURE

- (i) In the event of a dispute in relation to a matter arising under this Agreement or the NES, in the first instance the parties will attempt to resolve the matter at the workplace by discussions between the employee or employees concerned and the relevant supervisor and, if such discussions do not resolve the dispute, by discussions between the employee or employees concerned and more senior levels of management as appropriate.
- (ii) A party to the dispute may appoint another person, organisation or association, which may be the Union, to accompany or represent them in relation to the dispute.
- (iii) If a dispute in relation to a matter arising under the Agreement or the NES is unable to be resolved at the workplace, and all agreed steps for resolving it have been taken, the dispute may be referred to the FWC for resolution by conciliation and, where the matter in dispute remains unresolved, arbitration.
- (iv) It is a term of this Agreement that while the dispute resolution procedure is being conducted work shall continue according to the custom and practice before the grievance arose unless an employee has a reasonable concern about an imminent risk to his or her health or safety.
- (v) If arbitration is necessary the FWC may exercise the procedural powers in relation to hearings, witnesses, evidence and submissions which are necessary to make the arbitration effective.
- (vi) The above steps shall take place within seven days (health and safety matters are exempt from this clause).

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- (vii) For the avoidance of doubt, employee grievances are included in the matters to be dealt with in accordance with the dispute resolution procedure of the Agreement.

9. WAGES

- (i) The minimum salaries per week shall be as set out in Table 1 – Monetary Rates, of Appendix 1.
- (ii) The allowances as set out in Table 2 – Allowances, of Appendix 1 shall be paid.
- (iii) The wage rates and allowances at Appendix 1 include the following increases during the life of the Agreement.

FFPPOA	Increase
1 April 2022	3.25%
1 April 2023	3.0%
1 April 2024	3.0%

- (iv)
- (a) An Enrolled Nurse who is endorsed to administer medication will be classified and paid as an Enrolled Nurses – Medication Endorsement from the commencement of the first full pay period following the issuing by the Board of their Letter of Endorsement to Administer Medication or Authority to Practice Certificate, Enrolled Nurse including Endorsement to Administer Medication, whichever is issued earlier.
- Provided that an Enrolled Nurse – Medication Endorsement 1st year shall not progress to Enrolled Nurse – Medication Endorsement 2nd year until completion of twelve months' service at the 1st year rate (or for part time employees the full time equivalent of 1,976 hours), and to the 3rd year rate until completion of twelve months' service at the 2nd year rate (or for part time employees the full time equivalent of 1,976 hours), and so on throughout the scale.
- (b) An Enrolled Nurse graduating as a Registered Nurse or Midwife shall commence on the 2nd Year pay point of the Registered Nurse/Midwife pay scale.
- (c) An Enrolled Nurse with a Diploma level qualification shall commence on the 2nd Year pay point of the Enrolled Nurse - Medication endorsed pay scale.
- (d) An Enrolled Nurse who upgrades their enrolment qualifications to Diploma level shall automatically advance one increment within their relevant classification.

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- (e) A Student Nurse who is employed by the Employer for a period a period of 12 months or more from the date of their employment prior to graduating as an Enrolled Nurse or as a Registered Nurse or Midwife, shall if offered employment by the Employer, commence on the 2nd Year pay point of the respective Enrolled Nurse or Registered Nurse/Midwife pay scale.
 - (iv) In relation to the salaries of Deputy Director of Nursing and Director of Nursing, "beds" means adjusted daily average of occupied beds; in relation to the salary of Subsidiary Hospital Director of Nursing, "beds" means the adjusted daily average of occupied beds in the subsidiary hospital.
 - (v) Any further wage increase shall be at the discretion of the Employer, unless the rate of pay falls below the Modern Award rate, in such circumstances the rate of pay shall default to the minimum rate prescribed in accordance with the relevant Modern Award rate.
 - (vi) Payment of Wages will be by electronic transfer into the employee's nominated financial institution account at the end of each fortnightly pay period, along with either electronic or hard copy pay advice slips, at the Employer's election. Wherever practicable such payment shall be available for withdrawal by employees on the designated pay day. Any other form of payment will be at the discretion of the employer by agreement with the employee.
 - (vii) If a public holiday falls on a normal payroll processing day, the Employer shall make payment on the working day proceeding the public holiday.

10. SUPERANNUATION

- (i) Definitions
 - (a) "Approved fund" means the:
 - (1) Health Employees' Superannuation Trust Australia (HESTA)
 - (b) "Complying regulated fund" means a superannuation fund that is regulated under the Superannuation Industry (Supervision) Act 1993 and has been issued with a Certificate of Compliance by the Australian Prudential Regulation Authority.
 - (c) "Ordinary-time earnings" means remuneration for an employee's weekly number of hours of work, excluding overtime hours, calculated at the ordinary-time rate of pay, including the following:
 - (1) Monday to Friday shift premiums for ordinary hours of work;

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- (2) Weekend shift premiums for ordinary hours of work;
 - (3) Public holiday loadings;
 - (4) Any percentage addition payable to casual employees for ordinary hours or work;
 - (5) Ordinary time allowances (not including expense related allowances);
 - (6) Payments made above the base rate for ordinary hours of work.

(ii) Superannuation Legislation

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

(iii) Contributions

- (a) The employer shall, in respect of each employee, pay a sum equal to the Superannuation Guarantee legislation, as amended from time to time, of the employee's gross ordinary time earnings into an approved fund. Such contributions shall be remitted to the approved fund on a monthly basis. With respect to casual employees, contributions shall be remitted in accordance with legislative obligations.
- (b) An employee may nominate one complying fund to which all Agreement and statutory superannuation contributions shall be paid, subject to employer approval of the fund nominated by the employee. Provided that the employer shall not unreasonably withhold agreement unless it establishes good and proper reasons for the withholding of the agreement.
- (c) Where no such nomination is made before any such contributions become payable, the contributions referred to in this clause will be paid to HESTA (Default Fund) or such other fund as is required by superannuation laws (for example, pertaining to 'stapled' funds).

(iv) Salary Sacrifice to Superannuation

- (a) Salary Sacrifice to Superannuation means the option of making additional superannuation contributions by electing

to sacrifice a portion of the gross earnings (pre-tax dollars) under the Agreement. This will give the effect of reducing the taxable income by the amount for salary sacrifice.

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

contributions into the same superannuation fund that receives the employer's SGC contributions.

- (l) Nothing in this clause shall affect the right of an employer to maintain alternate arrangements with respect to salary sacrifice for employees.

(v) Grievance Procedure

Refer to Clause 8, Dispute Resolution Procedure contained in this Agreement.

11. HOURS OF WORK AND FREE TIME OF EMPLOYEES OTHER THAN DIRECTORS OF NURSING

- (i) The ordinary hours of work for day workers, other than Directors of Nursing, exclusive of meal times, shall be 152 hours per 28 calendar days to be worked Monday to Friday between 6am and 6pm inclusive.
- (ii) The ordinary hours of work for shift workers, other than Directors of Nursing, exclusive of meal times, shall not exceed an average of 38 hours per week in each roster cycle.
- (iii)
 - (a) The hours of work prescribed in subclauses (i) and (ii) of this clause shall, where possible, be arranged in such a manner, that in each roster cycle of 28 calendar days each employee shall not work their ordinary hours or work on more than nineteen days in the cycle, but this shall not apply to students in block.
 - (b) Notwithstanding the provision of paragraph (a) of this subclause, employees may, with the agreement of the Employer work shifts of less than 8 hours each over 20 days in each cycle of 28 days.
 - (c) Provided that on the occasion of an employee's written request, and with the consent of the Employer, a 9.5 day fortnight may be worked instead of the 19-day month.
- (iv) Except where authorised by subclause (xix) of this clause, each shift shall consist of no more than 10 hours on a day shift or 11 hours on a night shift with not less than 10 hours break between each rostered shift. By mutual agreement between the employer and employee, the 10 hour rest break may be reduced to 8 hours.
- (v) However, in the case of operating theatre nurses, whilst every endeavour will be made to allow a 10 hour break, the minimum break between each rostered shift shall be no less than 8 hours. An employee shall not work more than 7 consecutive shifts unless the employee so requests and the Director of Nursing agrees. An

employee shall not work more than two (2) quick shifts in any period of 7 days.

A 'quick shift' is an evening shift which is followed by a morning shift.

- (vi) The Employer is to decide when employees take their additional days off duty prescribed by subclause (iii) of this clause (as a consequence of the implementation of the 38 hour week). Where necessary the Employer must consult with the affected employees to ascertain the employees' preferences and must take any such preferences into account when arriving at a decision. Where practicable additional days off duty shall be consecutive with the rostered days off duty prescribed in subclause (xiv) of this clause.
- (vii) Once set, the additional days off may not be changed except in accordance with the provisions of Clause 15, Rosters.
- (viii) Where the Employer's decision (in accordance with subclause (v) of this clause) is that an employee's additional days off be accumulated, no more than 6 days may be accumulated in any one year of employment. By mutual agreement this may be extended to no more than 12 days at any one time.
- (ix) Except for breaks for meals the hours of duty each day shall be continuous.
- (x)
 - (a) Each employee shall be allowed an unpaid break of not less than thirty minutes and not more than sixty minutes for each meal occurring on duty.
 - (b) Where practicable, employees shall not be required to work more than 5 hours without a meal break and the meal break must be taken between the end of the second hour of work and before the end of the fifth hour of work.
 - (1) All efforts shall be made to ensure employees are provided a meal break in accordance with clause (x) (a) and (b) above.
 - (2) In the event an employee is not relieved of their responsibility in order to take a meal break, the relevant authorised Manager will be notified and in the circumstances that appropriate arrangements cannot be made to relieve the employee the relevant authorised Manager shall approve the employee to work through their meal break. When a manager therefore directs an employee in this situation to work through their meal break, the meal break only will be paid at overtime rates.

The parties acknowledge the importance of an employee taking their meal break and therefore, when an employee is directed by the employer to take the meal break, they must take the meal break which will be unpaid.

- (2) Provided that where practicable an employee engaged to work for 5 hours or less in any one shift may by agreement with the employer not take a meal break as otherwise provided for by this subclause without penalty to the employer.
 - (3) The term where practicable' encompasses such issues as OH&S and service requirements.
- (xi) Two separate ten-minute intervals (in addition to meal breaks) shall be allowed each employee on duty during each ordinary shift of 8 or 10 hours as the case may be. Subject to agreement between the Employer and the employee, such intervals may alternatively be taken as one twenty-minute interval, or by one 10-minute interval with the employee allowed to proceed off duty 10 minutes before the completion of the normal shift finishing time. Such interval(s) shall count as working time.
- (xii)
 - (a) Subclauses (ix) and (x) of this clause shall not apply to an employee who, before going on night duty, is provided with a meal between 9.00 pm and 11.00 pm and who is allowed two intervals of twenty minutes each during the period of night duty but such intervals shall count as working time and shall be paid for as such.
 - (b) Where an employee is required to change into a uniform or a specified type of garment at the employer's premises they shall be allowed ten minutes for such a purpose and such time shall be counted as working time and paid for as such.
- (xiii)
 - (a) Except as provided for in paragraph (b) an employee shall not be employed on night duty for a longer period than 8 consecutive weeks. After having served a period of night duty an employee shall not be required to serve a further period on night duty until they have been off night duty for a period equivalent to the previous period on night duty.
 - (b) The provisions of paragraph (a) shall not apply to an Assistant Director of Nursing, a Nursing/Midwifery Unit Manager or a general nurse in charge, as the case may be, who is employed permanently in charge at night nor to an employee who requests to be employed on night duty and the Director of Nursing consents.

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- (c) Moreover, except in cases of emergency a trainee enrolled nurse shall not be employed on night duty for more than 10 weeks in any one year of training nor shall a trainee enrolled nurse who is sitting for his or her final examination be required to perform night duty during a period of at least two weeks prior to the respective examination or on the two nights following such examination.
 - (xiv) 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.
 - (xv)
 - (a) Each employee shall be free from duty for not less than two full days in each week or four full days in each fortnight or eight full days in each twenty-eight (28) day cycle and no duties shall be performed by the employee on any of such free days except for overtime. Where practicable, days off shall be consecutive and shall not be preceded by an evening shift or a night shift unless an additional eight hours are granted as sleeping time. An evening shift shall be one which commences at or after 1.00 pm and before 4.00 pm.
 - (b) An employee, at her or his request, may be given free from duty time in one or more periods but no period shall be less than one full day.
 - (c) For the purpose of this subclause "full day" means from midnight to midnight or midday to midday.
 - (xvi)
 - (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 18, Special Allowances, of this Agreement: Provided, however, no employee shall be required to remain on call whilst on leave or on the day before entering upon leave.
 - (b) No employee shall be required to remain on call whilst on a rostered day off nor on completion of the shift on the day preceding a rostered day off. This provision shall not apply where in special circumstances it is necessary for an employer to place staff on call on rostered days off or on completion of the shift on the day preceding a rostered day off in order to ensure the provision of services.
 - (xvii) All rostered time off duty occupied by a trainee enrolled nurse in attendance at lectures and demonstrations given in the course of instruction in the theory and practice of nursing or during the time

necessarily occupied in attending at and sitting for prescribed examinations shall be deemed to be time worked.

- (xviii) An employer shall not alter the period over which the ordinary hours of work of employees are balanced except upon giving one month's notice of their intention to do so to affected employees and if requested by the employee any nominated representative which may be a union representative.
- (xix) The provisions of paragraphs (a) and (b) of subclause (xii) and of subclause (xiii) and of paragraph (a) of subclause (xiv) of this clause, shall not apply if the employee is required to perform duty to enable the nursing service of the employer to be carried on or where another employee is absent from duty on account of illness or in an emergency.

(xx) The following criteria shall apply to the introduction of 12 hour shifts:

(a)

12 hour shifts will only be introduced in units where there has been full consultation with the staff affected and a majority of the staff affected agree to the introduction of the proposed 12 hour shift system;

(b) any employee who does not wish to work under the 12 hour shift system may work a mutually agreed alternative shift system in the unit affected or may transfer to another mutually agreed position within the facility with no loss of classification and contracted hours;

(c) the span of hours must not exceed 12.5 hours;

(d) there must be a maximum of 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)

the employer must notify the employees and if requested by the employee any nominated employee representatives which may be a union representative of the implementation of the 12 hour shifts at least one month prior to commencing the new arrangements. The details of that notification must indicate the number of staff 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 the employer and affected employees agree. The evaluation process must involve representatives of employees and the employer. Aspects which are to be considered in the evaluation process are to include 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 their employer reaching mutual agreement to that individual working 12 hour shifts.

12. HOURS OF WORK AND FREE TIME OF DIRECTORS OF NURSING

This clause does not apply to part-time employees.

- (i) A Director of Nursing 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.
- (ii) If any of the days mentioned in subclause (i) of this clause cannot be taken by reason of emergency, such day or days shall be given and taken within 28 days of becoming due.
- (iii) A Director of Nursing shall, where practicable, inform his or her employer 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 the employer, and such approval shall not be unreasonably withheld.

13. BANKING OF HOURS

- (i) A full time or part time employee may, by agreement made daily, weekly or fortnightly with their Nurse/Midwifery Unit Manager or DON:
 - (a) work less than their daily, weekly or fortnightly rostered or contracted hours and work those hours at a later date; or
 - (b) work more than their daily, weekly or fortnightly rostered or contracted hours and take time off in lieu of payment, or may

set off the additional hours worked against any owing under (i) above.

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

14. ROSTERS

- (i) The ordinary hours of work for each employee, other than the Director of Nursing and casual employees, shall be displayed on a roster in a place conveniently accessible to employees.
- (ii) Employees will work according to a roster which sets out employees' daily ordinary working hours and starting and finishing times.
- (iii) Employees will be notified of their rosters which shall be displayed in a place conveniently accessible to employees, where practicable 4 weeks in advance but not less than at least 2 weeks in advance of the first working period of the roster.
- (iv) Notwithstanding the foregoing provisions of this clause, a roster may be altered at any time to enable the nursing service of the hospital to be carried on where another employee is absent from duty on account of illness or in an emergency: Provided that where any such

alteration involves an employee working on a day which would otherwise have been such employee's day off, the day off in lieu thereof shall be as mutually arranged.

- (v) Prior to the date of the changed shift, such change of roster shall be notified verbally or in writing (including by electronic means) to the employee concerned.
- (vi) An employee may change their roster at short notice, with the agreement of their nurse/midwifery unit manager or Director of Nursing for any reasonable ground.
- (vii) The Employer may change an employee's roster at short notice, with the agreement of the employee, for any reasonable ground including unexpected situations and unforeseen fluctuations in patient dependency.
- (viii) Where an employee is entitled to an additional day off duty in accordance with Clause 11, Hours of Work and Free Time of Employees other than Directors of Nursing, of this Agreement, such day is to be shown on the roster of hours for that employee.
- (ix) All rosters shall be retained for at least six years.

15. PROFESSIONAL DEVELOPMENT AND COMPULSORY TRAINING

- (i) Professional Development
 - a. Healthe Care has traditionally ensured that operating budgets make reasonable provision for the ongoing professional development of Nursing staff. The Organisation will support Nursing staff to attend relevant seminars and conferences. Costs will either be shared or paid for in total by the organisation when appropriate. Any employer financial assistance is to be approved prior to attending the conference /professional development seminar.
 - b. Employees are expected to participate in professional skill development to ensure that they perform at a standard consistent with competencies relevant to their classification and registration and that aligns to the strategic direction of the hospital(s).
 - c. On the basis of assessed needs, a range of programs/topics relevant to care delivery will be provided by the employer and staff are encouraged to attend.
 - d. The employer's training/educational goals for nursing staff will be established and reviewed in consultation with nurses. Individual training/educational goals and needs will be established and reviewed as part of Healthe Care's performance and competency appraisal system.

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- e. Permanent full-time and part-time (four shifts or more per fortnight) Nurses may, on approval by the employer, access up to 3 days professional development/conference leave in a year (pro rata for part time employees). The employee is required to apply for such leave at least 4 weeks prior to the requested date/s. The application for this leave, nominating the preferred date(s), is to be in writing providing a brief description of the nature of the professional development activity to be undertaken. Professional development may be for research, attendance at seminars or conferences and is to be relevant to the employee's current position duties.
 - f. Professional development leave is to be approved by the Nursing Manager (if applicable) and Director of Nursing/Clinical Services. Leave approval takes into account that the professional development is relevant to the employee's current position, fair distribution of professional development activities across the hospital and no adverse impact to the operational requirements at the workplace. If an individual's professional development leave is rejected more than twice in any one calendar year, such leave request is to be reviewed by the CEO.
 - g. This is not a cumulative leave entitlement. An employee granted such paid leave will be required to report on the seminar/conference to their Manager and willing to share their learnings with their team if requested.
 - h. The provisions of such professional development does not does not apply to employees undertaking placement as part of obtaining their professional qualification.

(ii) Compulsory Training

- (a) Where the employee attends compulsory training other than during the course of a rostered shift, the minimum payment shall be:
 - (1) the length of the training or one (1) hour whichever is the greater, where the training has been scheduled at the start or finish of a shift for which the employee is rostered.
 - (2) the length of the training or one (1) hour whichever is the greater, where the training has not been scheduled at the start or finish of a shift for which the employee is rostered.
 - (3) In accordance with subclause (i) and (ii) above, the payment for such training time shall be at the employee's base ordinary hourly rate of pay. Alternatively, on approval from the employer, the employee may be granted paid time off equivalent to the time spent attending the training.
- (b) The employer may require employees to complete mandatory training through e-learning and will provide a

access to computer and schedule time during work hours to complete the modules. Allocation of time for e-learning training is to be planned and agreed between the employer and employee.

- (c) Where an employee finds that it takes more than the allocated time to complete a module, they should log out of the training (which will save it automatically) and bring this to the attention of their manager. The manager will take steps to ensure the employee is able to complete the training by:
 - (1) arranging for the module to be completed in working hours in the workplace and ensuring access to IT resources to allow this to occur; and/or
 - (2) taking steps to assist the employee to complete the modules.
- (d) Advanced Life Support Training
 - (1) The Employer will ensure that an adequate number of nurses / midwives are trained in Advanced Life Support on each shift.
 - (2) From time to time, the Employer will provide Advanced Life Support and refresher training (however titled) for employees.

16. RECOGNITION OF SERVICE AND EXPERIENCE

- (i) The employer shall notify each nurse in writing of the requirements of this clause at the time of the nurse's commencement of employment. If the employer does not so notify the nurse then the requirements of this clause shall not commence until the employer does so notify the nurse.
- (ii) From the time of commencement of employment the nurse has three months in which to provide documentary evidence to their employer detailing any other 'service' or 'experience', as defined in Clause 6, Definitions, not disclosed at the time of commencement. This evidence, in the absence of other documentary evidence may take the form of a statutory declaration.
- (iii) Until such time as the nurse furnishes any such documentation contemplated in (ii) above the employer shall pay the nurse at the level for which documentary evidence has been provided.
- (iv) If within three months of commencing employment a nurse does provide documentary evidence of other previous service or experience not disclosed at the time of commencement, the employer shall pay the nurse at the appropriate rate as and from the date of commencement that would have been paid from that date had the additional evidence been provided at that time.

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- (v) If a nurse provides documentary evidence of other previous service or experience not disclosed at the time of commencement after the said three months period, the nurse shall be paid a rate appropriate for the previous service or experience then proved but only from the date of providing that evidence to the employer.
 - (vi) A nurse who is working as a nurse for more than one organisation shall notify each employer under this Agreement within one month of the end of each quarter of their hours of service or experience, as appropriate, worked with those other employers in the last quarter.
 - (vii) A nurse who is entitled to progress to the next year of service or experience (by reason of hours worked with other employers) as and from a particular date must provide documentary evidence of that entitlement within 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.

17. SPECIAL ALLOWANCES

- (i)
 - (a) A registered nurse in charge during the day, evening or night of a hospital having a daily average of occupied beds of less than 100 shall be paid, in addition to her or his appropriate salary, whilst so in charge, the sum set out in Table 2 - Other Rates and Allowances, of Part B Monetary Rates, 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/Midwifery Unit Manager shall be paid, in addition to her or his appropriate salary whilst so in charge the sum set out in Table 2, 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) Only one allowance, as prescribed at (i)(a) and (b) above, is payable per shift. This subclause shall not apply to registered nurses holding classified positions of a higher grade than that of registered nurse/ clinical nurse specialist.
- (ii)
 - (a) An employee required by their employer to be on call shall be paid the sum set out in Table 2 for each hour (or part thereof) that they are on call. (a minimum payment of 10 hours is payable for each such on-call period).
 - (b) An employee required to be on call on rostered days off in accordance with subclause (xv)(b) of Clause 12, Hours of

Work and Free Time of Employees other than Directors of Nursing, shall be paid the sum set out Table 2 for each hour (or part thereof) that they are on call. (a minimum payment of 18 hours is payable for each such on-call period).

- (c) An employee required to be on call on Christmas Day, Boxing Day, New Years' Day, Easter Friday, Easter Saturday, Easter Sunday and Easter Monday ("Actual Day") shall be paid the sum set out in Table 2 for each hour (or part thereof) that the employee is on call. This rate shall only apply for the hours that fall on the Actual Day specified (ie: any hours on and from midnight to midnight on the actual day). A minimum payment of 4 hours is payable for each such on call period but this may include hours that do not fall on the Actual Day but are continuous with hours that fall on the Actual Day.
- (d) An employee who is directed to remain on call during a meal break shall be paid an allowance of the sum set out in Table 2 provided that no allowance shall be paid if, during a period of 24 hours including such period of on call, the employee is entitled to receive the allowance prescribed in (a) above. If an employee is recalled to duty during such meal break, they shall be paid at overtime rates for the total period of the meal break.
- (e) 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 Table 2. The provisions of this paragraph shall apply to all employees.
- (f) This subclause shall not apply to a Director of Nursing, Subsidiary Hospital Director of Nursing, Deputy Director of Nursing or Assistant.
- (g) Where an employee having been rostered for or commenced a period of on call pursuant to sub-clauses (a) or (b) above, notifies the employer that they cannot be on call for the agreed period, they shall only be paid for the hours that they were actually on call. 'Agreed period' means the number of hours that the employee agreed to be on call with local management prior to or upon commencing their on-call period.

(iii)

- (a) Where a Director of Nursing is required by the hospital to perform radiographic duties they shall be paid in addition to their appropriate salary an allowance of the sum set out in Table 2 per week.

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- (b) The allowance prescribed by paragraph (a) of this subclause shall apply to an employee who relieves the Director of Nursing for a period of one week or more.
 - (c) An employee who is performing radiographic duties in the absence of the Director of Nursing for a period of less than one week shall be paid in addition to his or her appropriate salary a daily allowance of the sum set out in of Table 2; provided that the maximum allowance per week payable in accordance with this paragraph shall not exceed the sum set out in Table 2.
 - (d) The allowance prescribed by this subclause shall be regarded as part of the salary for the purpose of this Agreement.
 - (e) Provided that the allowances provided for in this subclause shall only be paid to employees who had been in receipt of the allowance prior to 1 July 1996.
- (iv) An employee required to wear a lead apron shall be paid an allowance of the sum set out in Table 2 for each hour or part thereof that they are required to wear the said apron.
- (v)
- (a) A registered nurse who is designated to be in-charge of a ward or unit when the Nursing/Midwifery 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 Table 2. 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.
 - (b) This subclause shall not apply to registered nurses holding classified positions of a higher grade than of a registered nurse/ clinical nurse specialist.

17A. CONTINUING EDUCATION ALLOWANCE

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

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- (a) the allowance is only payable where the qualification is accepted by the employer to be directly relevant to the competency and skills used by the nurse/midwife in the duties of the position;
 - (b) an employee holding more than one relevant qualification is only entitled to one allowance, being the allowance of the highest monetary value;
 - (c) the employee claiming entitlement to a qualification allowance must provide evidence to the employer that they hold that qualification.
 - (ii) Subject to the provisions in subclause (i) of this clause, an employee who holds a post-registration hospital certificate as recognised by the employer and relevant to the employee's current role shall be paid an allowance per week as set out at Appendix 1 Table 2 of this Agreement.
 - (iii) Subject to the provisions in subclause (i) of this clause, an employee who holds a post-graduate certificate shall be paid an allowance per week as set out at Appendix 1 Table 2 of this Agreement.
 - (iv) Subject to the provisions in subclause (i) of this clause, an employee who holds a post-graduate diploma or degree (other than an undergraduate nursing degree) shall be paid an allowance per week as set out at Appendix 1 Table 2 of this Agreement.
 - (v) Subject to the provisions in subclause (i) of this clause, an employee who holds a masters degree or doctorate shall be paid an allowance per week as set out at Appendix 1 Table 2 of this Agreement.
 - (vi) An enrolled nurse, who holds a relevant Certificate IV or equivalent continuing education qualification in a clinical field, or Advanced Diploma of Nursing (Enrolled), in addition to the qualification leading to enrolment, shall be paid a continuing education allowance, subject to the following conditions set out below:
 - (a) the allowance is only payable where the qualification is accepted by the employer to be directly relevant to the competency and skills used by the enrolled nurse in the duties of the position;
 - (b) an employee holding more than one relevant qualification is only entitled to one allowance, being the allowance of the highest monetary value;
 - (c) the employee claiming entitlement to a qualification allowance must provide evidence to the employer that they hold that qualification.
 - (vii) Subject to the provisions in subclause (vi) of this clause, an enrolled nurse who holds a Certificate IV qualification shall be paid an

allowance per week as set out at Appendix 1 Table 2 of this Agreement.

- (viii) Subject to the provisions in subclause (vi) of this clause, an enrolled nurse who holds an Advanced Diploma of Nursing (Enrolled) qualification shall be paid an allowance per week as set out at Appendix 1 Table 2 of this Agreement.
- (ix) A Clinical Nurse Educator/Clinical Midwife 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/Clinical Midwife Specialist Grade 2 who holds a post graduate diploma, degree, Masters or Doctorate in a clinical field in addition to the qualification leading to registration, shall be paid a continuing education allowance, subject to the following conditions set out below:
 - (a) the allowance is only payable where the qualification is accepted by the employer to be directly relevant to the competency and skills used by the registered nurse/midwife in the duties of the position;
 - (b) an employee holding more than one relevant qualification is only entitled to one allowance, being the allowance of the highest monetary value;
 - (c) the employee claiming entitlement to a qualification allowance must provide evidence to the employer that they hold that qualification.
- (x) Subject to the provisions in subclause (ix) of this clause, a Clinical Nurse Educator/Clinical Midwife Educator who holds a post graduate diploma, degree, Masters or Doctorate in education or a clinical field, or a Clinical Nurse Specialist/Clinical Midwife Specialist Grade 2 who holds a post graduate diploma, degree, Masters or Doctorate in a clinical field, shall be paid the relevant allowance per week as set out at Appendix 1 Table 2 of this Agreement (Post Graduate Diploma or Degree) or an allowance per week as set out at Appendix 1 Table 2 of this Agreement (Masters Degree or Doctorate).
- (xi) The above allowances are not to be included in the employee's ordinary rate of pay. The allowances are payable during periods of paid leave taken by an employee.
- (xii) The continuing education allowances shall be considered salary-related allowances for the purpose of salary and salary related allowance increases that may occur under this Agreement.
- (xiii) Where a dispute arises concerning the eligibility for payment of a Continuing Education Allowance that is not resolved by the process contained in subclauses (i) to (ii) of clause 8, Dispute Resolution Procedure, discussions between the parties must occur prior to referral to the Fair Work Commission for determination.

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

18. PENALTY RATES FOR SHIFT WORK AND WEEKEND WORK

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

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

Afternoon shift commencing at 1.00 pm and before 6.00 pm - 12.5%

Night shift commencing at 6.00 pm and before 4.00 am – 20%

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

- (ii) "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 9, Wages; and subclause (iii) of Clause 17, Special Allowances.

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

"Afternoon shift" means a shift which commences at or after 10.00 am and before 6.00 pm.

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

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

The foregoing paragraph shall apply to employees who work less than 38 hours per week, but such employees shall not be entitled to be paid in addition any loading prescribed by Clause 26, Casual

Employees of this Agreement in respect of their employment between midnight on Friday and midnight on Sunday.

- (v) The additional payments prescribed by this clause shall not form part of the employee's ordinary pay for the purposes of this Agreement, except as provided in Clause 27, Annual Leave and Public Holidays, of this Agreement.

(vi)

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

19. FARES AND EXPENSES

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

20. TELEPHONE ALLOWANCE

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

21. UNIFORM AND LAUNDRY ALLOWANCES

- (i) Where an employee is required by the Employer to wear a uniform:
 - (1) in lieu of supplying uniforms to an employee, an employer shall pay the said employee the sum set out at Table 2 - Other Rates and Allowances, of Part B, Monetary Rates, for uniforms per week.
 - (2) in lieu of supplying a cardigan or jacket to an employee an employer shall pay the said employee the sum set out in Table 2 per week.
 - (3) 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 Table 2 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.
 - (4) where the employer requires any employee to wear headwear, the hospital shall provide headwear free of charge to the employee.
 - (5) In lieu of supplying footwear to an employee the employer shall pay the said employee the relevant sum set out in Table 2 per week.
- (ii) The allowances referred to subclause (i) are also payable during any period of paid leave, notwithstanding the exception provided at (i)(3) above.
- (iii) The above allowances are not payable in the circumstances where the Employer does not require employees to wear a uniform or where the employee is only required to wear scrubs and such items are supplied and laundered by the Employer. Where the employee is required to wear scrubs and shoes, subclause (i)(5) shall apply.

22. HIGHER GRADE DUTY

- (i) An employee who is called upon to relieve an employee in a higher classification or is called upon to act in a vacant position of a higher classification shall be entitled to receive for the period of relief or the period during which they act the minimum payment for such higher classification.

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- (ii) The provisions of subclause (i) shall not apply where the employee being relieved is absent from duty for a period of three consecutive working days or less which have been rostered in advance, except where the duties of the higher position involve being in charge of the facility during the period in question.
 - (iii) Further, the provisions of subclause (i) shall not apply where a Director of Nursing is absent from duty for a period of three working days or less for any reason other than Clause 12, Hours of Work and Free Time of Directors of Nursing.

23. OVERTIME

- (i) Subject to subclause (ii) an employer may require an employee to work reasonable overtime. Such direction to work overtime may be made verbally or electronically.
- (ii) An employee may refuse to work overtime in circumstances where the working of such overtime would result in the employee working hours which are unreasonable.
- (iii) For the purposes of subclause (ii) what is unreasonable or otherwise will be determined having regard to:
 - (a) the risk to the employee's health and safety;
 - (b) the employee's personal circumstances including any family and carer responsibilities;
 - (c) the needs of the facility;
 - (d) the notice (if any) given by the employer of the overtime and by the employee of his or her intention to refuse it; and
 - (e) any other relevant matter.

- (iv) Overtime trigger and applicable penalty rates

- (a) Overtime penalty rates are payable where a full time employee works beyond their rostered ordinary hours or where a part-time employee is required to work in excess of the rostered daily ordinary hours of work prescribed for the majority of full time employees employed on that shift in the ward or section concerned or in excess of 76 hours per fortnight. The penalty rates are in the below table.

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.

A casual employee will be entitled to overtime penalty rates where they are required to work in excess of 10 hours per day / shift or in excess of 76 hours per fortnight. The casual

overtime penalty rates in the below table are inclusive of the casual loading.

	First two hours of overtime – Mon-Sat	Third hour of overtime and thereafter – Mon-Sat	Overtime worked on Sunday	Overtime worked on a public holiday (Sat/Sun)
Full-time / Part-time Employees	150%	200%	200%	250%
Casual Employees	187.5%	250%	250%	312.5%

- (v) The ordinary hours of work for Directors of Nursing shall be thirty eight hours per week and shall not, without payment of overtime at the rate of time and one half, exceed:
- (a) 43 hours in any week; or
 - (b) 86 hours in any fortnight; or
 - (c) 129 hours in any twenty one consecutive days; or
 - (d) 172 hours in any twenty eight consecutive days.
- (vi) Recall
- An employee recalled to work overtime after leaving the employer's premises shall be paid for a minimum of four hours work at the appropriate rate for each time so recalled. If the work required is completed in less than four hours, the employee shall be released from duty provided that this subclause does not apply to a Director of Nursing.
- (vii) An employee required to work overtime following on the completion of their normal shift for more than two hours shall be allowed twenty minutes for the partaking of a meal and a further twenty minutes after each subsequent four hours overtime. All such time shall be counted as time worked; provided that benefits of this subclause shall not apply to permanent part time employees, until the expiration of the normal shift for a majority of the full-time employees employed on that shift in the ward or section concerned.
- (viii) An employee recalled to work overtime after leaving the employer's premises and who is required to work for more than four hours shall be allowed twenty minutes for the partaking of a meal and a further twenty minutes after each subsequent four hour's overtime; all such time shall be counted as time worked.

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- (ix) The meals referred to in subclauses (vii) and (viii) of this clause shall be allowed to the employee free of charge. Where the hospital is unable to provide such meals, an allowance per meal of the sum set out in Table 2 - Other Rates and Allowances, of Part B, Monetary Rates, shall be paid to the employee concerned.
 - (x) 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 12, Hours of Work and Free Time of Employees Other Than Directors of Nursing shall apply.
 - (xi) 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.
 - (xii) 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 eight 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 eight 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 eight consecutive hours off duty without loss of pay for ordinary working time occurring during such absence. If on the instruction of the employer such an employee resumes or continues to work without having such eight 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 eight consecutive hours off duty without loss of pay for ordinary working time occurring during such absence.
 - (xiii) In lieu of receiving payment for overtime in accordance with this clause, employees may be compensated by way of time off in lieu of overtime ("**TOIL**") on the following basis:
 - (a) The period of time off that an employee is entitled to take is equivalent to the overtime payment that would have been payable, ie: an employee who worked two hours overtime at the rate of time and a half is entitled to 3 hours' time off in lieu.
 - (b) TOIL must be taken within four months of it being accrued. When TOIL is taken it is paid at ordinary rates.
 - (c) Where it is not possible for a nurse to take the TOIL within the four month period, it is to be paid out at the ordinary rate.

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- (d) Nurses cannot be compelled to take TOIL.
 - (e) Records of all TOIL owing to nurses and taken by nurses must be maintained by the employer.

24. REGISTRATION OR ENROLMENT PENDING

- (i) A student or trainee enrolled nurse who has completed the course of training prescribed by the Board and applied for registration or enrolment shall, upon registration or enrolment, be paid as from the date of application for registration or enrolment the salary to which they would have been entitled if registered or enrolled.
- (ii) 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.
- (iii) They shall notify the employer as soon as possible after they have so applied and shall also confirm such registration/ re-registration with the Employer in writing within 7 days of obtaining such registration / re-registration.

25. PERMANENT PART TIME EMPLOYMENT

- (i)
 - (a) A permanent part-time employee is one who is permanently appointed by a facility to work a specified number of hours which are less than those prescribed for a full-time employee. Before commencing part-time employment, the Employer and employee will agree in writing on the guaranteed minimum number of hours to be worked in a fortnight.
 - (b) By agreement between employer and employee, the specified number of hours may be balanced over a week, a fortnight or four weeks. Provided that the average weekly hours shall be deemed to be the specified number of hours for the purposes of accrual of annual leave.
 - (c) An employee whose hours are averaged over 4 weeks shall be paid each week or fortnight according to the employee's average weekly or fortnightly hours as is appropriate.
 - (d) Provided further that there shall be no interruption to the continuity of employment merely by reason of an employee, whose hours are balanced over a fortnight or over four weeks, not working in any one week in accordance with paragraph (b).

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- (ii) Permanent part time employees shall be paid an hourly rate calculated on the basis of one thirty-eighth of the appropriate rate prescribed Clause 9, Wages, of this Agreement and, where applicable, one thirty-eighth of the appropriate allowance or allowances prescribed by Clause 17, Special Allowances, of this Agreement, with a minimum payment of 4 hours for each start, and one thirty-eighth of the appropriate allowances prescribed by Clause 21, Uniform and Laundry Allowances of this Agreement, but shall not be entitled to an additional day off or part thereof, as prescribed by subclauses (iii) and (v) of Clause 11, Hours of Work and Free Time of Employees Other Than Directors of Nursing.
 - (iii) Four weeks' Annual Leave on ordinary pay is to be granted per annum. Annual leave shall accrue progressively during a year of service according to the employee's ordinary hours of work and accumulates from year to year. The provisions of subclauses (v) to (xi) of Clause 27, Annual Leave and Public Holidays, and Clause 28, Annual Leave Loading, of this Agreement shall apply to employees engaged under this clause. The remaining provisions of Clause 27, Annual Leave and Public Holidays shall not apply.
 - (iv) A public holiday occurring on an ordinary working day shall be allowed to employees without loss of pay;
 - (1) provided that a part-time employee who works a variable roster (for clarity this does not include any part-time employee that works a fixed roster) may be entitled to receive benefits as per this subclause for a particular public holiday not worked. The Hospital will determine whether there is an entitlement to payment for a public holiday not worked by reviewing the roster pattern of the employee over the preceding six months. If the rosters show that the employee has worked 50% or more of the days on which the public holiday falls, the employee shall be entitled to receive payment for the public holiday not worked.
 - (2) provided that an employee who is required to and does work on a public holiday shall have one day or one half day, as appropriate, added to their period of annual leave and be paid at the rate of one half time extra to the time actually worked. Such payment is in lieu of any additional rate for shift work or weekend work which would otherwise be payable had the day not been a public holiday. In lieu of adding to annual leave under this paragraph an employee may elect to be paid for the time actually worked at the rate of time and one half in addition to their ordinary weekly rate.

Such election shall be made on the commencement of employment and then on the anniversary date each year. The employee may not alter such election during the year except with the agreement of the employer. Where payment is made in lieu of leave in respect of time worked on a public holiday, payment shall be made for a minimum

of four hours work, and any balance of the day or shift not worked shall be paid at ordinary rates.

- (v) For the purpose of this clause the following are to be public holidays, viz: New Year's Day, Australia Day, Good Friday, Easter Saturday, Easter Sunday, Easter Monday, Anzac Day, Queen's Birthday, Local Labour Day, Christmas Day, Boxing Day and any other day duly proclaimed and observed as a public holiday within the area in which the hospital is situated.
- (vi) In addition to those public holidays prescribed in subclause (vi) of this clause, there shall be an extra public holiday each year. This additional day's holiday will occur on the August Bank Holiday or on a date agreed by the respective employees and if requested by the employee any nominated representative which may be a union representative. This additional day may be taken by agreement between Christmas and New Year, provided that such day is placed between Monday to Friday (inclusive) which is not gazetted as a public holiday.
- (vii) The foregoing does not apply in areas where, in each year:
 - (a) a day in addition to the 11 named public holidays specified in subclause (vi) of this clause is proclaimed and observed as a public holiday; or
 - (b) two half days in addition to the 11 named public holidays specified in subclause (vi) of this clause are proclaimed and observed as half public holidays.
- (viii) In areas where in each year one half day in addition to the 11 named public holidays specified in subclause (vi) of this Clause is proclaimed and observed as a half public holiday, for the purposes of this Agreement the whole day is to be regarded and observed as a public holiday, and no additional public holiday which would otherwise apply as a result of this subclause will be observed.
- (ix) Employees engaged under this clause shall be entitled to all other benefits of this Agreement not otherwise expressly provided for herein in the same proportion as their ordinary hours of work bear to full-time hours.
- (x) Permanent part time employees may request in writing that their employer review their contract hours every 26 weeks and where appropriate increase their contracted hours to reflect the number of hours being performed. This request will be approved at the discretion of the Department Manager/Hospital Chief Executive Officer and will include consideration of whether these are permanent shifts or coverage of leave. The application will not be unreasonably refused.

26. CASUAL EMPLOYEES

- (i) A casual employee is defined under section 15A the Fair Work Act. In summary this is where a person accepts an offer of employment on the basis that the employer makes no firm advance commitment to continuing and indefinite work according to an agreed pattern of work for the person. A casual employee can elect to accept or reject work that is offered during their engagement as a casual employee.
- (ii) A casual employee shall be paid an hourly rate calculated on the basis of one thirty-eighth of the appropriate rate, prescribed by Clause 9 Wages, of this Agreement and where applicable one thirty-eighth of the appropriate allowance or allowances prescribed by Clause 17, Special Allowances, of this Agreement plus, 25% with a minimum payment of 3 hours for each start, and one thirty-eighth of the appropriate allowances prescribed by Clause 21, Uniform and Laundry Allowances, of this Agreement.
- (iii) With respect to a casual employee the provisions of Clause 34, Deputy Directors of Nursing, Assistant Directors of Nursing; Clause 12, Hours of Work and Free Time of Directors of Nursing; Clause 14, Rosters; Clause 27, Annual Leave and Public Holidays and Clause 19, Fares and Expenses of this Agreement, shall not apply. Further, casual employees shall not be entitled to an additional day off or part thereof as prescribed by subclauses (iii) and (v) of Clause 11, Hours of Work and Free Time of Employees Other Than Directors of Nursing.
- (iv) In accordance with the Fair Work Act 2009 casual employees have no entitlement to annual leave.
- (v) A casual employee who is required to and does work on a public holiday as defined in sub-clauses (iii) and (iv) of Clause 27, Annual Leave and Public Holidays, shall be paid for the time actually worked at the rate of double time and one-half such payment being in lieu of weekend or shift allowances which would otherwise be payable had the day not been a public holiday; provided that a casual employee shall not be entitled to be paid in addition the casual loading prescribed in subclause (ii) in respect of such work.
- (vi) For the entitlement to payment in respect of long service leave, see the *Long Service Leave Act 1955*.
- (vii) Casual Conversion
 - (a) A casual employee who has been rostered on a regular and systematic basis over a period of 6 months has the right to request conversions to permanent employment:
 - (1) on a full time contract where the employee has worked on a full time basis throughout the period of casual employment; or

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- (2) on a permanent part time contract where the employee has worked on a permanent part time basis throughout the period of casual employment. Such contract would be on the basis of the same number of hours as previously worked, unless other arrangements are agreed between the employer and the employee.
 - (b) The employer may consent to or refuse the request, but shall not unreasonably withhold agreement to such a request.
 - (c) Casual conversions will not apply where a casual covered absences of permanent staff that are expected to return to work.
 - (d) A casual employee may also be entitled to casual conversion under the provisions of the NES.

27. ANNUAL LEAVE AND PUBLIC HOLIDAYS

- (i) Annual leave shall accrue progressively during a year of service according to the employee's ordinary hours of work and accumulates from year to year.
 - (a) Employees required to work on a seven (7) day basis – shall accrue six (6) weeks annual leave per annum.
 - (b) All other employees – shall accrue four (4) weeks annual leave per annum.
- (ii)
 - (a) An employee to whom paragraph (a) of subclause (i) applies and who is required to and does work on a public holiday shall be paid, in addition to the appropriate ordinary weekly rate of pay, at the rate of one half time extra for the time actually worked on such holiday. Such payment shall be in lieu of any additional rate for shift work or weekend work which would otherwise be payable had the day not been a public holiday.
 - (b) To leave prescribed by paragraph (a) of subclause (i) there shall be added one working day or one half working day for each special public holiday or half public holiday (not being one of the eleven (11) specifically named public holidays prescribed by subclause (iii) of this clause, or a special day proclaimed in lieu of any of them) which may occur during the qualifying period for annual leave or during the period of annual leave.
 - (c) A public holiday occurring on an ordinary working day shall be allowed to employees covered by paragraph (b) of subclause (i) on full pay; provided that an employee who is required to and does work on a public holiday shall have one day or one half day, as appropriate, added to their period of

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

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

- (d) Where a public holiday falls on a rostered day off of a shift worker as defined in Clause 6, Definitions, of this Agreement, and who receives four (4) weeks annual leave in accordance with paragraph (b) of subclause (i) of this clause, such shift worker shall be paid one day's pay in addition to the weekly rate or if the employee so elects shall have one day added to the period of annual leave.
- (e) To the leave prescribed by paragraph (b) of subclause (i) there shall be added one working day for each public holiday or one half working day for each half public holiday which occurs on what would have been an ordinary working day during a period of annual leave; provided that in the case of a shift worker referred to in paragraph (d) of this subclause the provision of this paragraph shall apply to any public holidays falling during the period of annual leave.
- (iii) For the purpose of this subclause the following are to be public holidays, viz: New Year's Day, Australia Day, Good Friday, Easter Saturday, Easter Sunday, Easter Monday, Anzac Day, Queen's Birthday, Local Labor Day, Christmas Day, Boxing Day and any other day duly proclaimed and observed as a public holiday within the area in which the hospital is situated.
- (iv) (a) In addition to those public holidays prescribed in subclause (iii) of this clause, employees are entitled to an extra public holiday each year. Such public holiday will occur
 - (1) on the August Bank Holiday; or
 - (2) on a date which is agreed between the employer and employees and if requested by the employees any nominated representative which may be a union representative;

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

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

- (1) a day in addition to the eleven (11) named public holidays specified in subclause (iii) is proclaimed and observed as a public holiday; or
 - (2) two half days in addition to the eleven (11) named public holidays specified in subclause (iii) are proclaimed and observed as half public holidays.
- (b) In areas where in each year only one half day in addition to the eleven (11) named public holidays specified in subclause (iii) is proclaimed and observed as a half public holiday for the purposes of this Agreement the whole day is to be regarded and observed as a public holiday and no additional public holiday which would otherwise apply as a result of this subclause will be observed.
- (v)
 - (a) Taking of Annual Leave – An employee is entitled to take an amount of annual leave during a particular period if:
 - (1) at least that amount if annual leave is credited to the employee; and
 - (2) the employer has authorised the employee to take the annual leave during that period.
 - (b) Credit of time towards an allocated day off duty shall not accrue when an employee is absent in accordance with subclause (i) of this clause. Employees entitled to allocated days off duty in accordance with Clause 11, Hours of Work and Free Time of Employees Other Than Directors of Nursing, of this Agreement shall accrue credit towards an allocated day off duty in respect of each day those employees are absent on additional annual leave in accordance with subclauses (ii)(b) and subclause (ii)(c) of the Agreement.
- (vi) Annual leave shall be taken in an amount and at a time which is approved by the employer subject to the operational requirements of the workplace. The employer shall not unreasonably withhold or revoke such approval.
- (vii) Extensive accumulated annual leave: An employee must take an amount of annual leave during a particular period if:
 - (a) the employee is directed to do so by the employer,

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- (b) at the time that the direction is given, the employee has annual leave credited to him or her of more than 1/13 of the number of ordinary hours worked by the employee for the employer during the period of 104 weeks ending at the time that the direction is given; and
- (c) the amount of annual leave that the employee is directed to take is less than, or equal to, $\frac{1}{4}$ of the amount of credited annual leave of the employee at the time that the direction is given.
- (viii) Taking of leave
- (i) Paid annual leave may be taken for a period agreed between an employee and the Employer. The Employer must not unreasonably refuse to agree to a request by the employee to take paid annual leave. Notwithstanding the provisions of this subclause, the Employer may direct an employee to take a period of annual leave in accordance with subclause 27(xv).
- (ii) Annual leave shall be given at a time fixed by the employer after a period not exceeding 12 months from the date when the right to annual leave accrued (ie: accrued annual leave for a total period of 24 months) and after not less than eight weeks' and not more than 12 months' notice to the employee, provided:
- (1) the employee will first be given a reasonable opportunity to submit a plan to reduce their total annual leave accrued balance to not more than six weeks within a period of six months (leave reduction plan);
 - (2) the employer will not unreasonably refuse to agree to an employee's annual leave reduction plan which includes saving leave for an extended vacation within 12 months of the date of agreement to the leave reduction plan. The agreement is to be in writing and signed by both the Employer and Employee.
 - (3) If an employee has genuinely tried to reach agreement with an employer in accordance with this Clause but agreement is not reached, the employee may give a written notice to the employer requesting to take one or more periods of annual leave (Notice), where the employee has had an excessive leave accrual for more than 6 months at the time of giving notice. Provided that:
 - with the granting of leave an employee will still have 6 weeks annual leave; and
 - the Notice given by the employee must not provide for the employee to take a period of paid annual leave beginning less than 8 weeks, or more than 12 months, after the Notice is given;

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- the Notice is not inconsistent with any leave arrangement agreed by the Employer and employee.
- (4) the employee cannot be directed to take annual leave where such direction would result in the employee being directed to reduce the accrued leave to less than six weeks.
- (ix) (a) Each employee before going on leave shall be paid for the period of the leave at the ordinary rate of salary to which she or he is entitled under this Agreement. Where an employee has any period of permanent part-time employment during any 12 month qualifying period for annual leave, payment for such annual leave shall be calculated on the basis of the proportion that the average number of hours worked each week bears to 38 hours.
- (b) An employee to whom paragraph (a) of subclause (i) applies shall be paid during the first twenty eight (28) consecutive days whilst on annual leave her or his ordinary rate of salary plus shift allowances and weekend penalties relating to ordinary time the employee would have worked if they had not been on annual leave; additional annual leave accrued under subclause (xi) attracts shift allowances and weekend penalties relating to ordinary time the employee would have worked if they had not been on annual leave; provided that the provisions of the preceding paragraphs of this subclause shall not apply to public holidays which occur during a period of annual leave or days which have been added to annual leave in accordance with paragraph (b) of subclause (ii) and subclause (iv) of this clause.
- (x) Cashing out of Annual Leave
- (a) Upon receipt of a written request by an Employee, the Employer may authorise the Employee in writing to receive pay in lieu of an amount of annual leave.
- (1) 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
- (2) Where an Employee forgoes an entitlement to take an amount of annual leave, the employee must be paid at least the full amount that would have been payable to the employee had the employee taken the leave that the employee has forgone.
- (3) Superannuation guarantee contributions will be paid in relation to the amount of annual leave and annual leave loading for which payment is received in lieu.

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

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

Number of ordinary shifts worked on Sundays and/or public holidays during a 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) On termination of employment employees are to be paid for any untaken annual leave due under this subclause together with payment for any leave in respect of an uncompleted year of employment calculated in accordance with this subclause together with payment for any untaken annual leave due in accordance with subclause (x).

(xiii) 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.

(xiv) Annual Shutdown

(a) The Employer may temporarily close part or the whole of the hospital not more than once every twelve months for a period not exceeding two weeks.

Where practicable, the employer will give at least two (2) months, but in any event no less than six weeks, notice of the dates of the closedown; all prospective employees will be advised of any closedown in the letter offering them employment.

(b) An employee with an entitlement to annual leave and / or accumulated Additional Days Off (ADOs) and/ or banked hours sufficient to cover the closedown period will be required to access their accumulated annual

leave and / or ADOs and / or banked hours for the period of the closedown. The employee may choose the combination of annual leave, accrued ADOs and bank hours that she or he will use to cover the closed own period.

- (c) 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 of the following four options to cover the difference between their current annual leave entitlement and the length of the closedown:

- (1) temporary reassignment to another part of the Hospital or another Health Care site (in such cases any additional travel would be reimbursed); or
- (2) access any accrued ADOs; or
- (3) take annual leave in advance; or
- (4) take banked hours; or
- (5) take leave without pay.

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

- (d) Employees will continue to be able to access annual leave throughout the year. They will not be required to store their annual leave for use during a closedown.

28. ANNUAL LEAVE LOADING

- (i) When an employee takes annual leave the employer shall pay the employee a loading determined in accordance with this clause.
- (ii) The loading is payable in addition to the pay for the period of holiday given and taken due to the employee under subclauses (i)(b) and (ii)(c) of Clause 27, Annual Leave and Public Holidays, of this Agreement and applies to part time employees.
- (iii) The loading is to be calculated in relation to any period of annual leave to which the employee has become entitled to and takes. .
- (iv) The loading is the amount payable for the period or the separate periods, as the case may be, stated in subclause (iii) of the rate per week of 17½% of the appropriate ordinary weekly time rate of pay prescribed by this Agreement for the classification in which the employee was employed immediately before commencing by the employee's annual leave together with any allowances prescribed by subclause (iii) of Clause 17, Special Allowances, of this Agreement.

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- (v) No loading is payable to an employee who takes annual leave wholly or partly in advance; provided that, if the employment of such an employee continues until the day when the employee would have become entitled under the said Clause 27, Annual Leave and Public Holidays to an annual holiday, the loading then becomes payable in respect of the period of such holiday and is to be calculated in accordance with subclause (iv) of this clause applying the Agreement rates and wages payable on that day.
 - (vi) When the employment of an employee is terminated by the employer, and at the time of termination the employee has untaken accrued annual leave, the employee shall be paid a loading calculated in accordance with subclause (iv) of the period not taken.
 - (vii) This clause extends to an employee who is given and takes annual leave and who would have worked as a shift worker if the employee had not been on holidays; provided that, if the amount to which the employee would have been entitled by way of shift work allowances and weekend penalty rates to the ordinary time (not including time on a public or special holiday) which the employee would have worked during the period of the annual leave exceeds the loading calculated in accordance with this clause, then that amount shall be paid to the employee in lieu of the loading.

29. PERSONAL / CARER'S LEAVE

- (i) Subject to the following limitations and conditions, a full time employee is entitled to 10 days of personal leave for each completed year of service.
- (ii) **Accrual of Paid Personal/Carer's Leave**

An employee's entitlement to paid personal leave accrues progressively during a year of service according to the employee's ordinary hours of work, and accumulates from year to year.
- (iii) Subject to (iv), when requested by the Employer, an employee must provide evidence in order to be eligible to take personal or carer's leave. Where evidence is required an employee will remain eligible to access such paid leave if they can demonstrate via a statutory declaration that all reasonable efforts to obtain a medical certificate were made and that they were unfit for work or required to provide care.
- (iv) An employee is entitled to access a period of personal / carer's leave without furnishing evidence on three occasions per year, provided that any such occasion does not exceed 2 consecutive work days / shifts.
- (v) Each employee shall notify her/his employer of an absence from work due to illness or injury 2 hours prior to the commencement of her/his rostered shift or as soon as reasonably practicable thereafter

and shall, as far as reasonably practicable, inform the employer of the estimated duration of the absence.

- (vi) Part-time Employees - A part-time employee shall accrue personal leave progressively during a year of service according to the employee's ordinary hours of work and such leave accumulates from year to year. Such entitlements shall be subject to all the above conditions applying to full-time employees.
- (vii) With respect to an employee who is eligible for sick leave and who produces a satisfactory certificate from a registered health practitioner or where this is not reasonably practicable, by a statutory declaration to the effect that he/she has been incapacitated for a period while on annual leave, the employer may re-credit such employee with an equivalent period of annual leave.
- (viii) Subject to the provision of a satisfactory certificate from a registered health practitioner or where this is not reasonably practicable, by a statutory declaration and sick leave being due, long service leave shall be re-credited where an illness of at least one week's duration occurs during the period of long service leave.
- (ix) Carer's Leave
 - (a) An employee, other than a casual employee, with responsibilities in relation to a member of their immediate family or household as defined, who requires care or support because of a personal illness or injury affecting the member or there is an unexpected emergency affecting the member, shall be entitled to use, in accordance with this subclause, any current or accrued personal leave entitlement, provided for under this Clause, for such absences. Such leave may be taken for part of a single day.
 - (b) The employee shall, if required, establish, either by production of a certificate from a registered health practitioner or statutory declaration, the illness/ injury of the person concerned (may be termed a "medical condition") and that the illness/ injury is such as to require care by another person.
 - (c) An employee shall, wherever practicable, give the employer notice, prior to the absence, of the intention to take leave, the name of the person requiring care and that person's relationship to the employee, the reasons for taking such leave and the estimated length of absence. If it is not practicable for the employee to give prior notice of absence, the employee shall notify the employer by telephone of such absence at the first opportunity on the day of absence.
- (x) Unpaid Carer's Leave

Where an employee has exhausted all paid personal leave entitlements, an employee, including a casual employee, is entitled

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

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

(xii) Time Off in Lieu of Payment for Overtime

(a) For the purpose only of providing care or support for a member of the employee's immediate family, or a member of the employee's household, and despite the provisions of Clause 23, Overtime, the following provisions shall apply.

(b) An employee may elect, with the consent of the Employer, to take time off in lieu of payment for overtime at a time or times agreed with the Employer within 12 months of the said election.

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

(d) If, having elected to take time as leave in accordance with paragraph (a) of this subclause, the leave is not taken for whatever reason payment for time accrued at overtime rates shall be made at the expiry of the 12 month period or on termination.

(e) Where no election is made in accordance with the said paragraph (a), the employee shall be paid overtime rates in accordance with the Agreement.

(xiii) Make-up time

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

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

(xiv) Rostered Days Off

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

29A. SUPPORT FOR EMPLOYEES EXPERIENCING FAMILY VIOLENCE

- (i) The Employer recognises that Employees sometimes face situations of violence or abuse in their personal life that may affect their attendance or performance at work. The Employer seeks to develop a supportive workplace in which victims of family violence can come forward for help and support.
- (ii) Definition of Family Violence

The employer accepts the definition of family violence as stipulated in the relevant State legislation. The definition of family violence includes physical, sexual, financial, verbal or emotional abuse by a family member or household member (current or former).
- (iii) General Measures
 - (a) Proof of family violence may be required and can be in the form of a document issued by the Police Service, a Court, a Doctor, district nurse, maternal and health care nurse or a Family Violence Support Service or Lawyer, or a signed statutory declaration.
 - (b) All personal information concerning family violence will be kept confidential in line with the Employer's Privacy Policy and relevant legislation.

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- (c) Contact officers from within the Hospital will be trained in family violence and privacy issues. The names of these contact officers will be made available within the workplace.
 - (d) An Employee experiencing family violence may raise the issue with their immediate supervisor/manager and/or the Hospital contact officer. The supervisor/manager may seek advice from the Director of Nursing if the Employee chooses not to see the Hospital contact, provided that the employee has given permission for that to occur.
 - (e) Where requested by an Employee, the Hospital contact will liaise with the Employee's supervisor/manager on the Employee's behalf, and will make a recommendation on the most appropriate form of support to provide in accordance with subclauses (iv), Individual Support and (v), Leave.
- (iv) Individual Support
- (a) In order to provide support to an Employee experiencing family violence and to provide a safe work environment to all Employees, the Employer will approve a request from an Employee experiencing family violence for the following, providing the request is reasonable in all the circumstances:
 - 1. changes to their span of hours or pattern or hours and/or shift patterns;
 - 2. job redesign or changes to duties within their skills and capabilities;
 - 3. relocation to suitable employment within the workplace;
 - 4. a change to their telephone number or email address to avoid harassing contact;
 - 5. any other appropriate measure including those available under existing provisions for family friendly and flexible work arrangements.
 - (b) An employee experiencing family violence will be offered a referral to the Employee Assistance Program (EAP) and/or other local resources.
 - (c) The Employer will make available a pack of resource information in regard to family violence and support services available. An employee that discloses to the Hospital contact or their supervisor that they are experiencing family violence will be given a resource pack of information regarding support services.
- (v) Leave
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- (a) The Employer will provide employees who are victims of family violence and need time off work for medical or legal assistance, court appearances, counselling, relocation, or to make other safety arrangements with flexibility to use their personal/carers leave for such purposes.
 - (b) In addition, the Employer will provide up to 10 days paid leave per annum to employees who need to do something to deal with the impact of the family and domestic violence that they are experiencing and it is impractical for the employee to do that thing outside the employee's ordinary hours of work. The leave may be taken as consecutive or single days or as a fraction of a day, as needed by the employee. The leave will not accumulate from year to year and will be available in full at the start of each 12 month period of the employee's employment.

Hospital executive managers can at their discretion approve an additional period of up to 5 days paid in circumstances where an employee has exhausted their 10 day entitlement within a 12 month period and make an application for further support. This request is to be made in writing and the application must comply with all other aspects of this clause.

- (c) The Employee will apply in advance for this leave wherever possible.
- (d) An employee who supports a person experiencing family violence may take carer's leave to accompany them to court, to hospital, or to mind children.

30. LONG SERVICE LEAVE

- (i) For long service leave falling due prior to 20th February 1981, see *Long Service Leave Act 1955*.
- (ii) Long service leave falling due after 20th February 1981 shall be in accordance with *Long Service Leave Act 1955* and the provisions set out in this Clause. Where there is any inconsistency between the *Long Service Leave Act 1955* and this Clause, the provisions of this Clause will take precedence to the extent of the inconsistency:
 - (a) (1) Every employee after ten years' continuous service with the same employer 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 the employer and the employee.

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- (2) Upon this Agreement coming into operation, where an employee has at least 7 years' continuous service with the Employer, such employee shall be entitled take a period of long service leave on full pay. The long service leave entitlement shall be a proportionate amount calculated on the basis of 2 months' long service leave for 10 years' service. Such leave shall be taken at a time to be mutually arranged between the employer and the employee.
 - (3) 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.
 - (b) Where an employee has acquired a right to extended leave under subclause (a) of this clause, then and in every such case:
 - (1) If before such leave has been entered upon the employment of such employee has been terminated such employee shall be entitled to receive the monetary value of the leave to which such employee has been entitled computed at the rate of salary which such employee had been receiving immediately prior to the termination of employment.
 - (2) Where a worker dies and any long service leave: (A) to which the worker was entitled has not been taken; or (B) accrued upon termination of the services of the worker by reason of the worker's death and has not been taken, the employer shall upon request by the worker's personal representative pay to the worker's personal representative in full the ordinary pay that would have been payable to the worker in respect of long service leave less any amount already paid to the worker in respect of that leave.
 - (c) For the purpose of this clause:
 - (1) Continuous service in the same hospital prior to the coming into force of this Agreement shall be taken into account.
 - (2) One month equals four and one-third weeks.
 - (3) Continuous service shall be deemed not to have been broken by:

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- (i) any period of absence on leave without pay not exceeding six months;
 - (ii) absence of an employee from the hospital whilst a member of the Defence Forces of the Commonwealth in time of war.
 - (d) Where any employee has been granted a period of long service leave prior to the coming into force of this Agreement the amount of such leave shall be debited against the amount of leave due under this Agreement.
 - (e) Any period(s) of part-time employment with the same employer shall count towards long service leave as provided for in paragraph 2(a) of this clause. Such long service leave shall be paid for on the basis of the proportion that the average number of hours worked per week bears to 38 hours.
 - (f) Where an employee has accrued a right to an allocated day off duty on pay prior to entering a period of long service leave such day shall be taken on the next working day immediately following the period of long service leave.
 - (g) An employee returning to duty from long service leave shall be given the next allocated day off duty in sequence irrespective of whether sufficient credits have been accumulated or not.

31. COMPASSIONATE LEAVE

- (i) An employee is entitled to 2 days of compassionate leave for each occasion (a *permissible occasion*) when a member of the employee's immediate family, or a member of the employee's household:
 - (a) contracts or develops a personal illness that poses a serious threat to his or her life; or
 - (b) sustains a personal injury that poses a serious threat to his or her life; or
 - (c) dies.
- (ii) The entitlement to compassionate leave also applies when:
 - (a) a child is stillborn, where the child would have been a member of the employee's immediate family, or a member of the employee's household, if the child had been born alive; or
 - (b) the employee, or the employee's spouse or de facto partner, has a miscarriage.

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- (iii) An employee may take compassionate leave for a particular permissible occasion if the leave is taken:
 - (a) to spend time with the member of the employee's immediate family or household who has contracted or developed the personal illness, or sustained the personal injury, referred to in subclause (i); or
 - (b) after the death of the member of the employee's immediate family or household referred to in subclause (i), or stillbirth of the child referred to in sub-clause (ii)(a); or
 - (c) after the employee, or the employee's spouse or de facto partner, has the miscarriage referred to in clause (ii)(b) above.
 - (iv) An employee may take compassionate leave for a particular permissible occasion as a single continuous 2 day period; or 2 separate periods of 1 day each; or any separate periods to which the employee and the employer agree.
 - (v) Where the employee is involved in funeral arrangements, travelling etc., leave may be allowed for up to three days for each permissible occasion.
 - (vi) 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.
 - (vii) If, in accordance with this Clause, an employee, other than a casual employee, takes a period of compassionate leave, the employer must pay the employee at the employee's base rate of pay for the employee's ordinary hours of work in the period. For casual employees, compassionate leave is unpaid leave.
 - (viii) The employee, if required by the employer, shall supply relevant evidence of the requirement for such leave.

32. STAFF AMENITIES

The Employer shall provide for the use of employees:

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

33. PATIENT ESCORT DUTY

- (i) Periods during which an employee, other than Director of Nursing, is engaged in nursing duties, viz, in attendance on a patient, shall be paid as working time under this Agreement. Where applicable, overtime shall be payable.
- (ii) All reasonable out-of-pocket expenses shall be reimbursed.
- (iii) Rostered time shall be paid as such even though an employee may be travelling, in hotel/motel accommodation, or waiting for transport.
- (iv) 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.

34. DEPUTY DIRECTORS OF NURSING, ASSISTANT DIRECTORS OF NURSING

- (i) The following appointments shall be made in hospitals with adjusted daily averages of occupied beds as specified hereunder:
 - (a) Less than 40 beds - a Deputy Director of Nursing except where:
 - (1) the Registered Nurses at the hospital are all given the same duties and no Registered Nurse is delegated Deputy Director of Nursing duties; and
 - (2) the Director of Nursing 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:
 - (1) at least two full time equivalent Nursing Unit Managers are employed; and
 - (2) the Director of Nursing perceives no requirement for a Deputy Director of Nursing to be employed.
 - (c) 75 beds and over but less than 150 beds - a Deputy Director of Nursing
 - (d) 150 beds and over - a Deputy Director of Nursing, and one or more Assistant Directors of Nursing.

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

- (ii) Appointments under subclause (i) of this clause, 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.

35. MEDICAL EXAMINATION OF NURSES

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

- (i) For protection against tuberculosis:
 - (a) Before a nurse commences duty, a PA chest x-ray examination of the nurse unless a radiologist's report of a normal chest x-ray taken within the previous six months is available.
 - (b) As soon as practicable after the nurse commences duty, a Mantoux test on the nurse, then -
 - (1) where the Mantoux test is negative, immunisation with BCG vaccine;
 - (2) where the Mantoux test is positive (otherwise than as a result of BCG vaccination), referral to a chest clinic for assessment.
 - (c) A Mantoux test annually to -
 - (1) previously Mantoux-negative nursing staff;
 - (2) nursing staff whose Mantoux reaction has been converted by BCG vaccination.
 - (d) A chest x-ray annually to nursing staff whose Mantoux reaction is positive (otherwise than as a result of BCG vaccination).

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- (e) Where a nurse has been caring for open tuberculosis cases, a PA chest x-ray examination of the nurse one year after completion of employment.
 - (ii) For protection against other communicable diseases:
 - (a) where a nurse has not had a complete course of immunisation against diphtheria, tetanus, poliomyelitis, measles, mumps and hepatitis, immunisation against those diseases;
 - (b) booster immunisation against tetanus at 10-year intervals;
 - (c) a rubella antibody test and, where a nurse has a negative result, rubella immunisation.
 - (iii) 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.
 - (iv) The costs involved in the various screening and protection procedures should be borne by the employer.

36. DOMESTIC WORK

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

37. LABOUR FLEXIBILITY

The employer may direct an employee to carry out duties as are within the limits of the employee's skill, competence and training. Such duties may include work which is incidental or peripheral to the employee's main tasks provided that such duties are not designed to promote deskilling nor are inconsistent with Clause 36, Domestic Work.

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

38. TERMINATION OF EMPLOYMENT

Notice of termination by the Employer

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

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

- (ii) In addition to this notice, where the Employee is over 45 years of age at the time of the giving of the notice with not less than two years continuous service, they will be entitled to an additional week's notice.
- (iii) Payment in lieu of the notice will be made if the appropriate notice period is not required to be worked. Employment may be terminated by the Employer payment for the remainder of the period of notice.
- (iv) In calculating any payment in lieu of notice, the wages the Employee would have received in respect of the ordinary time they would have worked during the period of notice had their employment not been terminated will be used.
- (v) The period of notice in this Clause shall not apply in the case of dismissal for serious misconduct, or in the case of casual employees or employees engaged for a specific period of time or for a specific task or tasks.

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

Notice of termination by the Employee

- (vii) The notice of termination required to be given by the Employee:
- (a) Subject to sub-clauses (b) and (c) employees with 1 year or less of service shall provide the employer with one week notice, all other employees shall give the employer two weeks' notice of termination in writing.
 - (b) A Director of Nursing shall give 4 weeks' notice of termination in writing.
 - (c) Casuals shall only be required to give notice to the end of the current shift worked.

If an employee fails to give the notice specified in sub-clause (vii)(a) or (b) above, the Employer may withhold wages due to the employee up to an amount equal to the amount the employee would have received had the required notice been worked less any notice actually worked by the employee. Such deduction will be in accordance with the requirements of s324(1)(b) of the Fair Work Act 2009

- (viii) Instant dismissal

The Employer shall have the right to dismiss the Employee without notice for conduct that justifies summary dismissal in accordance with the *Fair Work Act 2009*.

39. ATTENDANCE AT MEETINGS AND FIRE DRILLS

- (i) Any employee required to work outside the ordinary hours of work in satisfaction of the requirements for compulsory fire safety practices (fire drill and evacuation procedures) contained from time to time within the *Private Health Facilities Act 2007*, and the regulations made there under, shall be entitled to be paid the "ordinary rate" for the actual time spent in attendance at such practices. In lieu of receiving payment, employees may with the agreement of the employer be permitted to be free from duty for a period of time equivalent to the period spent in attendance at such meetings. Such time spent in attendance shall not be viewed as overtime for the purposes of this Agreement.

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- (ii) Any employee required to attend Occupational Health and Safety Committee and/or Board of Management meetings in the capacity of employee representative shall, if such meetings are held outside the ordinary hours of work, be entitled to receive payment at the "ordinary rate" for the actual time spent in attendance at such meetings. In lieu of receiving payment, employees may with the agreement of the employer be permitted to be free from duty for a period of time equivalent to the period spent in attendance at such meetings. Such time spent in attendance shall not be viewed as overtime for the purposes of this Agreement.
 - (iii) For the purposes of this clause "ordinary rate" shall include amounts payable under Clause 9, Wages, and Clause 17, Special Allowances, subclauses (i) and (ii), of this Agreement; plus, where appropriate, the loading prescribed in Clause 26 Casual Employees of this Agreement for employees engaged otherwise than as a full-time or permanent part-time employee.

40. STAFFING LEVELS

- (i) The Employer is committed to ensuring that staffing levels are appropriate, in order to ensure the delivery of high quality patient care and a safe working environment for nurses.
- (ii) It is acknowledged that existing flexibility in respect of staffing will be maintained. The current practice of staffing based on collaboration between Nursing Administration and ward/unit management will continue on a shift basis, taking into account both occupancy and patient acuity.
- (iii) In determining whether staffing levels are appropriate, factors that should be considered include (but are not limited to):
 - a) occupancy,
 - b) patient acuity,
 - c) the skill level of staff,
 - d) the availability of support staff, including educators,
 - e) patient movements,
 - f) access to training, including e-learning,
 - g) workplace health and safety,
 - h) practice within comparative wards/units within other Health Care facilities,
 - i) obligations arising from professional registration, and
 - j) professional nursing standards, for example ACORN.
- (iv) All rostered and unplanned leave will be replaced with a nurse/midwife of at least the same classification level wherever reasonably practicable.

Monitoring staffing at ward/unit meetings

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- (v) Staffing is an agenda item for all unit/ward meetings and is to be reviewed collaboratively. Such meetings should occur monthly and are the forum to receive feedback on the progress of any particular Issue regarding staffing. These meetings will be minuted with the minutes displayed in a prominent place.
 - (vi) Rostering patterns, meal breaks, staff mix and access to training are to be reviewed by the team with the specifics of any issues and recommendations for resolution to be presented, in writing, to the Director of Nursing.

Resolving staffing issues

- (vii) Should any nurse/midwife or group of nurses/midwives in any one ward or unit feel the workloads are unreasonably heavy, on a regular basis, then they have a responsibility to discuss their concerns with their nurse/midwife unit manager (N/MUM). The N/MUM shall investigate any issue that is raised and provide a response to the issues within 48 hours.
- (viii) If the N/MUM is unable to resolve the workload issue or respond within this period, the issue is to be referred to the Director of Nursing (DON). The employee may be represented by any nominated employee representative which may be a union representative.
- (ix) It is the intent of the parties that the issue be initially dealt with as close to the source as possible, with graduated steps for further discussion and resolution at higher authority levels where necessary. If the matter is not settled within a reasonable period of time, the employee (or their nominated employee representative) may utilise the dispute settlement procedure of this Agreement.
- (x) **Reporting Mechanism**
The parties acknowledge that the reporting mechanism for a staffing issue raised in accordance with subclause (vii) may differ at the respective Hospital but will be documented in writing (which may include by electronic means) and provided to the N/NUM. The Employer will notify staff at each Hospital what the appropriate reporting mechanism is for the facility.
- (xi) **Process to adjust staffing**
This process is designed to deal with situations where a NUM/MUM considers staffing to be less than optimal to meet the care needs of every patient. This may be as a consequence of a range of factors, including unscheduled admissions, increasing patient acuity or unplanned leave absences.

When the NUM/MUM (or nurse/midwife delegate with responsibility for the ward/unit) considers additional nursing hours should be provided in order to meet clinical needs, they will inform their immediate supervisor.

Where it is determined to backfill an absence, the default position is to fill the absence with a nurse/midwife of the same classification as the absent nurse/midwife, wherever reasonably practicable.

They will collaboratively consider a solution(s) including, but not limited to the following options:

1. Deployment of appropriately skilled nurses/midwives from other wards/units;
2. Additional hours for part-time staff;
3. Engagement of casual or agency nursing/midwifery staff;
4. Overtime;
5. Prioritisation of nursing activities on the ward/unit;
6. Reallocation of patients.

The decision is to be made as soon as practicable after the issue is identified and recorded in writing (which may be by electronic means) for review.

(xii) In Charge of Ward/Unit Considerations for a Patient Load

(a) A nurse/midwife performing In charge of ward/unit and the In Charge at a hospital where the In Charge carries a direct patient care load may request the Director of Nursing (or delegate) review the patient load where they consider that their professional obligations or safe patient care is at risk.

(b) In considering this issue, the Employer agrees to consider the In Charge workload including but not limited to the following factors:

- All tasks and responsibilities that are required to be undertaken as part of the role and shift;
- Professional standards and obligations;
- Skill mix on the ward/unit;
- Occupancy;
- Patient acuity; and
- Where after hours/weekend surgery is performed

41. PARENTAL LEAVE

(i) Employees are entitled to parental leave in accordance with the provisions of the *Fair Work Act 2009*, as amended from time to time.

(a) An employee, other than a casual employee, is not entitled to unpaid leave under the *Fair Work Act 2009* (other than unpaid pre-adoption leave) unless the employee has, or will have, completed at least 12 months of continuous service with the employer. A casual employee's entitlement arises as per the provisions of the *Fair Work Act 2009*.

(ii) Permanent employees eligible for parental leave in accordance with subclause (a) shall be entitled to one of the following paid parental leave options, based on their status at the birth or adoption of the child:

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- (a) 12 weeks' paid maternity/primary care giver leave; or
 - (b) 2 weeks' paid partner leave.

The amount of paid leave provided in this Agreement shall not be reduced in terms of its monetary value by the current 18 weeks' paid parental leave prescribed under the Paid Parental Leave Act 2010. For the avoidance of doubt the value of the paid parental leave provided under this Agreement will be in addition to the value of the 18 weeks paid parental leave paid at the Federal minimum wage.

- (iii) A female employee shall be entitled to work until their estimated date of birth. At six weeks from the date of birth, if requested by the Employer or nominee, the employee shall provide a statement from her medical practitioner to the effect that continuing employment until the date of birth is not a risk to the employee or the unborn child.

- (iv) Right to request

- (a) An employee entitled to parental leave pursuant to the provisions of this clause may request the employer to allow the employee:

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

to assist the employee in reconciling work and parental responsibilities.

- (b) The employer shall consider the request having regard to the employee's circumstances and, provided the request is genuinely based on the employee's parental responsibilities, may only refuse the request on reasonable grounds related to the effect of the workplace or the employer's business. Without limiting what are reasonable business grounds for the purposes of the Act, reasonable business grounds include the following:

- (1) that the new working arrangements requested by the employee would be too costly for the employer;
 - (2) that there is no capacity to change the working arrangements of other employees to accommodate the new working arrangements requested by the employee;

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- (3) that it would be impractical to change the working arrangements of other employees, or recruit new employees, to accommodate the new working arrangements requested by the employee;
 - (4) that the new working arrangements requested by the employee would be likely to result in a significant loss in efficiency or productivity;
 - (5) that the new working arrangements requested by the employee would be likely to have a significant negative impact on customer service.

- (c) Employee's request and the employer's decision to be in writing

The employee's request and the employer's decision made under (a) and (b) must be recorded in writing.

- (d) Request to return to work part-time

Where an employee wishes to make a request under (iv)(a)(3), such a request must be made as soon as possible but no less than seven weeks prior to the date upon which the employee is due to return to work from parental leave.

- (iv) Communication during parental leave

- (a) Where an employee is on parental leave and a definite decision has been made to introduce significant change at the workplace, the employer shall take reasonable steps to:

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

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

- (c) The employee shall also notify the employer of changes of address or other contact details which might affect the employer's capacity to comply with paragraph (v)(a) of this subclause.

42. REDUNDANCY

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

Transfer to lower paid duties

- (b) Where an employee is transferred to lower paid duties for reasons set out in paragraph (a) the employee shall be entitled to the same period of notice of transfer as she/he would be entitled to if her/his employment had been terminated, and the Employer may at the Employer's option, make payment in lieu thereof of an amount equal to the difference between the former ordinary time rate of pay and the new lower ordinary time rates for the number of weeks' notice still owing.

Severance pay

- (c) In addition to the period of notice prescribed for termination, an employee whose employment is terminated for reasons set out in paragraph (a) shall be paid the following amount of severance pay in respect of a period of continuous service.

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

Years of Service	Entitlement	-
Under 45 years of age		
Less than 1 year	Nil	
1 year and less than 2 years	4 weeks	
2 years and less than 3 years	7 weeks	
3 years and less than 4 years	10 weeks	
4 years and less than 5 years	12 weeks	
5 years and less than 6 years	14 weeks	
6 years and over	16 weeks	

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

Years of Service	Entitlement	—45
years of age and over		
Less than 1 year	Nil	
1 year and less than 2 years	5 weeks	

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

Definitions

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

Employee Leaving During Notice Period

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

Alternative Employment

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

Time off Period of Notice

- (g) During the period of notice of termination given by the employer an employee shall be allowed up to one day's time off without loss of pay during each week of notice for the purpose of seeking other employment.
- (h) If the employee has been allowed paid leave for more than one day during the notice period for the purpose of seeking other employment, the employee shall, at the request of the employer, produce proof of attendance at an interview or she/he shall not receive payment for the time absent.
- (i) For this purpose a statutory declaration will be sufficient.

Statement of Employment

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

Notice to Centrelink

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

Centrelink Separation Certificate

- (l) The employer shall, upon receipt of a request from an employee whose employment has been terminated, provide to the employee an "Employment Separation Certificate" in the form required by Centrelink.

Employees with Less Than One Year's Continuous Service

- (m) This clause does not apply to employees with less than one year's continuous service.

Employees Exempted

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

43. TRAINEESHIPS

- (i) Application
- (a) This clause shall only apply to persons who are undertaking training as an Assistant in Nursing under a Traineeship (as defined in this clause) and are employed as Trainee Assistants in Nursing.
- (b) These provisions do not apply to the apprenticeship system or any training programme, which applies to the same occupation and achieves essentially the same training outcome as an existing apprenticeship.
- (c) At the conclusion of the Traineeship, this award shall cease to apply to the employment of the Trainee and the relevant other provisions of this Agreement shall apply to the formed trainee.
- (ii) Objective

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

(iii) Definitions

- (a) "Appropriate State Legislation" - means the Industrial & Commercial Training Act 1989, or any successor legislation.
- (b) "Structured Training" means that training which is specified in the Training Plan, which is part of the Training Agreement registered with the relevant NSW Training Authority. It includes training undertaken both on and off-the-job in a Traineeship and involves formal instruction, both theoretical and practical, and supervised practice in accordance with a Traineeship Scheme approved by the relevant NSW Training Authority. The training will be accredited and lead to qualifications as set out in paragraph (f) of subclause (iv).
- (c) "Relevant NSW Training Authority" means the Department of Education and Training, or successor organisation.
- (d) "School Based Trainee" means a student enrolled in the Higher School Certificate, or equivalent qualification, who is undertaking a traineeship which forms part of a recognised component of their HSC curriculum, and is endorsed by the relevant NSW Training Authority and the NSW Board of Studies as such.
- (e) "Trainee" means an employee, employed for training as an assistant in nursing, who is bound by a Traineeship Agreement made in accordance with this clause.
- (f) "Traineeship" means a system of training which has been approved by the relevant NSW Training Authority or which meets the requirement of a National Training Package developed by the relevant NSW Training Authority and endorsed by the National Training Framework Committee, which leads to an Australian Qualifications Framework qualification specified by that National Training Package, until final approval is granted by the relevant NSW Training Authority and includes full time traineeships, part-time traineeships and school based traineeships.
- (g) "Traineeship Agreement" means an agreement made subject to the terms of this clause between the employer and

the Trainee for a Traineeship and which is registered with the relevant NSW Training Authority. A Traineeship Agreement shall be made in accordance with the relevant approved Traineeship Scheme and shall not operate unless this condition is met.

- (h) "Traineeship Scheme" means an approved Traineeship applicable to a group or class of employees or to an industry or sector of an industry or an enterprise which has been approved by the NSW Training Authority. A Traineeship Scheme shall include a standard format which may be used for a Traineeship Agreement.
- (i) "Year 10" means for the purposes of this award any person leaving school before completing Year 10 shall be deemed to have completed Year 10.

(iv) Training Conditions

- (a) The Trainee shall attend an approved training course or training programme prescribed in the Traineeship Agreement or as notified to the Trainee by the relevant NSW Training Authority in accredited and relevant Traineeship Schemes.
- (b) A Traineeship shall not commence until the relevant Traineeship Agreement, made in accordance with a Traineeship Scheme, has been signed by the employer and the Trainee and lodged for registration with the relevant NSW Training Authority, provided that if the Traineeship Agreement is not in a standard format a Traineeship shall not commence until the Traineeship Agreement has been registered with the relevant NSW Training Authority.
- (c) The employer shall ensure that the Trainee is permitted to attend the training course or programme provided for in the Traineeship Agreement and shall ensure that the Trainee receives the appropriate on-the-job training.
- (d) The employer shall provide a level of supervision in accordance with the Traineeship Agreement during the traineeship period.
- (e) The employer agrees that the overall training programme will be monitored by officers of the relevant NSW Training Authority and training records or work books may be utilised as part of this monitoring process.
- (f) Training shall be directed at:
 - (1) the achievement of key competencies required for successful participation in the workplace (where these have not been achieved) (eg. literacy, numeracy, problem solving, team work, using

technology), and as are proposed to be included in the Australian Vocational Certificate Level I qualification.

This could be achieved through foundation competencies which are part of endorsed competencies for an industry or enterprise; and/or

- (2) the achievement of competencies required for successful participation in an industry or enterprise (where there are endorsed national standards these will define these competencies), as are proposed to be included in the Australian Vocational Certificate Level II qualification or above.

(v) Employment Conditions

- (a) A Trainee shall be engaged as a full-time employee for a maximum of one year's duration or a part time trainee for a maximum period of 2 years, unless the relevant NSW Training Authority directs, the maximum duration for a traineeship shall be thirty six months.
- (b) A Trainee shall be subject to a satisfactory probation period of up to one month which may be reduced at the discretion of the employer.
- (c) By agreement in writing, and with the consent of the relevant NSW Training Authority, the relevant employer and the Trainee may vary the duration of the Traineeship and the extent of approved training provided that any agreement to vary is in accordance with the relevant Traineeship.
- (d) Where the trainee completes the qualification, in the Traineeship Agreement, earlier than the time specified in the Traineeship Agreement then the traineeship may be concluded by mutual agreement.
- (e) An employer shall not terminate the employment of a Trainee without firstly having provided written notice of termination to the Trainee concerned and the relevant NSW Training Authority in accordance with the Traineeship Agreement or the *Industrial and Commercial Training Act 1989*.

An employer who chooses not to continue to the employment of a Trainee upon the completion of the traineeship shall notify, in writing, the relevant NSW Training Authority of their decision.

- (f) (1) The Traineeship Agreement may restrict the circumstances under which the Trainee may work overtime and shiftwork in order to ensure the training programme is successfully completed.

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- (2) No Trainee shall work overtime or shiftwork on their own unless consistent with the provisions of this Agreement.
 - (3) No Trainee shall work shiftwork unless the parties to a Traineeship Scheme agree that such shiftwork makes satisfactory provision for approved training. Such training may be applied over a cycle in excess of a week, but must average over the relevant period no less than the amount of training required for non-shiftwork Trainees.
 - (4) The Trainee wages shall be the basis for the calculation of overtime and/or shift penalty rates prescribed by Agreement.
 - (g) All other terms and conditions of this Agreement are applicable to the Trainee or would be applicable to the Trainee but for this clause shall apply unless specifically varied by this clause.
 - (h) A Trainee who fails to either complete the Traineeship or who cannot for any reason be placed in full time employment with the employer on successful completion of the Traineeship shall not be entitled to any severance payments.
 - (i) The trainee shall be permitted to be absent from work without loss of continuity of employment and/or wages to attend Structured Training in accordance with the Training Agreement.
 - (j) Where the employment of a Trainee by an employer is continued after the completion of the traineeship period, such traineeship period shall be counted as service for the purposes of this Agreement.
- (vi) Part-Time Traineeships

This clause shall apply to trainees who undertake a traineeship on a part-time basis by working less than full-time ordinary hours and by undertaking the approved training at the same or lesser training time than a full-time trainee.

- (a) The wage rate shall be pro rata the full-time rates based on variation in the amount of training and/or the amount of work over the period of the traineeship, which may also be varied on the basis of the following formula:

$$\frac{\text{trainee hours} - \text{average weekly training time}}{\text{Full-time wage rate}} \times 30.4^*$$

*Note: 30.4 in the above formula represents 38 ordinary full-time hours less the average training time for full-time trainees (i.e. 20%). A pro rata adjustment will need to

be made in the case where the relevant award specifies different ordinary full-time hours; for example, where the ordinary weekly hours are 40, 30.4 will be replaced by 32.

- (b) “Full-time wage rate” means the appropriate rates as set out in Table 1 – Monetary Rates for Trainees, of Part B and School Based Traineeships in Table 2 of Part B.
- (c) “Trainee hours” shall be the hours worked per week including the time spent in approved vocational training. For the purpose of this definition, the time spent in approved vocational training may be taken as an average for that particular year of the Traineeship.
- (d) “Average weekly training time” is based upon the length of the traineeships specified in the Traineeship agreement or Training agreement as follows:

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

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

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

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

Example

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

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

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

"Average weekly training time" is therefore $7.6 \times \frac{12}{24} = 3.8$ hours

"Trainee hours" totals 15 hours. These are made up of 11 hours work, which is worked over two days of the week plus $1\frac{1}{2}$ hours on the job training plus $2\frac{1}{2}$ hours off the job approved training at school and at TAFE.

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

$$\frac{\$187 \times 15}{38} = \$68.90 \text{ plus any applicable penalty rates under the relevant award}$$

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

(vii) School-Based Traineeships

- (a) School-Based Trainees shall not be required to attend work during the interval starting four weeks prior to the commencement of the final Higher School Certificate examination period and ending upon the completion of the individual's last examination period.
- (b) For the purposes of this clause, a School-Based Trainee shall become an ordinary Trainee as at January 1 of the year following in which they cease to be a school student.
- (c) An employer shall not terminate the employment of a Trainee without firstly having provided written notice of termination to the Trainee, and to the relevant NSW Training Authority in accordance with the Traineeship Agreement or the Industrial and Commercial Training Act 1989.

An employer who chooses not to continue the employment of a Trainee upon the completion of the traineeship shall notify, in writing, the relevant NSW Training Authority of their decision.

- (d) The Trainee will be permitted to be absent from work without loss of continuity of employment and/or wages to attend the training in accordance with the Traineeship Agreement.
- (e) Where the employment of a Trainee by an employer is continued after the completion of the Traineeship period, such traineeship period shall be counted as service for the purposes of the relevant Award or any other legislative entitlements.

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- (f) The Traineeship Agreement may restrict the circumstances under which the Trainee may work overtime and shiftwork in order to ensure that the training program is successfully completed.
 - (g) No Trainee shall work overtime or shiftwork on their own unless consistent with the provisions of this Agreement.
 - (h) No Trainee shall work shiftwork unless the parties to a Traineeship Scheme agree that such shiftwork makes satisfactory provision for approved training. Such training may be applied over a cycle in excess of a week, but must average over the relevant period no less than the amount of training required for non-shiftwork Trainees.
 - (i) The Trainee wage shall be the basis for the calculation of overtime and/or shift penalty rates prescribed by this clause, unless otherwise agreed by the parties to a Traineeship Scheme.
 - (j) All other terms and conditions of this Agreement are applicable to the Trainee or would be applicable to the Trainee but for this clause shall apply unless specifically varied by this clause.
 - (k) A Trainee who fails to complete the Traineeship or who is not offered employment with the employer on successful completion of the Traineeship shall not be entitled to any severance payments.
- (viii) Wages
- (a)
 - (1) The weekly wages payable to full time trainees shall be in accordance with the rate for a Student Enrolled Nurse as prescribed in this Agreement..
 - (2) These wage rates will only apply to Student Enrolled Nurses while they are undertaking an approved Traineeship which includes approved training as defined in this clause.
 - (b) For the purposes of Table 1 “out of school” shall refer only to periods out of school beyond Year 10, and shall be deemed to:
 - (1) include any period of schooling beyond Year 10 which was not part of nor contributed to a completed year of schooling;
 - (2) include any period during which a Trainee repeats in whole or part a year of schooling beyond Year 10; and

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- (3) not include any period during a calendar year in which a year of schooling is completed; and
 - (4) have effect on an anniversary date being January 1 in each year.
- (c) At the conclusion of the Traineeship, this ceases to apply to the employment of the Trainee and this Agreement shall apply to the former Trainee.

44. FLEXIBILITY ARRANGEMENT

- (i) The employer and employees 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:
 - (1) arrangements about when work is performed;
 - (2) overtime rates;
 - (3) penalty rates;
 - (4) allowances;
 - (5) leave loading; and
 - (b) the arrangement meets the genuine needs of the employer and employee in relation to 1 or more of the matters mentioned in paragraph (a); and
 - (c) The employer and the individual employee must have genuinely made the agreement without coercion or duress.
- (ii) The employer must ensure that the terms of the individual flexibility arrangement:
 - (a) are about permitted matters under section 172 of the *Fair Work Act 2009*; and
 - (b) are not unlawful terms under section 194 of the *Fair Work Act 2009*; and
 - (c) result in the employee being better off overall than the employee would be if no arrangement was made.
- (iii) The employer must ensure that the individual flexibility arrangement:
 - (a) is in writing; and
 - (b) includes the name of the employer and employee; and
 - (c) is signed by the employer and employee and if the employee is under 18 years of age, signed by a parent or guardian of the employee; and
 - (d) includes details of:
 - (1) the terms of the enterprise agreement that will be varied by the arrangement; and
 - (2) how the arrangement will vary the effect of the terms; and

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- (3) how the employee will be better off overall in relation to the terms and conditions of his or her employment as a result of the arrangement; and
 - (e) states the day on which the arrangement commences.
 - (iv) The employer must give the employee a copy of the individual flexibility arrangement within 14 days after it is agreed to.
 - (v) The employer or employee may terminate the individual flexibility arrangement:
 - (a) by giving no more than 28 days written notice to the other party to the arrangement; or
 - (b) if the employer and employee agree in writing — at any time.

45. FLEXIBLE WORKING ARRANGEMENTS

- (a) The NES entitles a 'eligible Employee' to request flexible working arrangements in 'specified circumstances'. These arrangements are set out below.
- (b) An 'eligible Employee' is a:
 - i. full time or part Employee with at least 12 months continuous service; and
 - ii. long term casual Employee with a reasonable expectation of continuing employment by the Employer on a regular and systematic basis.
- (c) The 'specified circumstances' are if the eligible Employee:
 - i. is the parent, or has responsibility for the care, of a child who is of school age or younger;
 - ii. is a carer within the meaning of the *Carer Recognition Act 2010* caring for someone who has a disability, a medical condition (including a terminal or chronic illness), a mental illness or is frail or aged;
 - iii. has a disability;
 - iv. is 55 or older;
 - v. is experiencing violence from a member of the Employee's family; or
 - vi. provides care or support to a member of the Employee's immediate family, who requires care or support because the member is experiencing violence or abuse from the member's family.
- (d) A specified Employee may request the Employer for a change in working arrangements relating to the circumstances at subclause 45(c).
- (e) A request for a flexible work arrangement includes (but is not limited to) a request to work part-time upon return to work after taking leave for the birth or adoption of a child to assist the Employee to care for

the child (which may, for example, include a reduction in existing part-time hours).

- (f) Changes in working arrangements may include but are not limited to hours of work, patterns of work and location of work.
- (g) The request by the Employee must be in writing, set out the change sought and reasons for the change.
- (h) The Employer must give the Employee a written response to the request within 21 days, stating whether the Employer grants or refuses the request. A request may only be refused on reasonable business grounds as described in the NES.
- (i) Where the Employer refuses the request, the written response must include details of the reasons for the refusal. A request may only be refused on reasonable business grounds as described in the NES.
- (j) Where a request for flexible work arrangements is made, an Employee or Employer is entitled to meet with the other party to discuss:
 - i. the request;
 - ii. an alternative to the request; or
 - iii. reasons for a refusal on reasonable business grounds.
- (k) An Employee or Employer may choose to be represented at a meeting concerning flexible work arrangements.

46. REPRESENTATIVE LEAVE

- (i) Leave to attend trade union and union delegate courses/ seminars shall be as follows:
 - a. To a maximum of four (4) days per year (1 January to 31 December) per representative of paid trade union, union delegate training leave, attendance at association conferences, meetings and courses provided that:
 - 1. The scope, content and level of the courses are directed to the enhancement of the operation of the settlement of dispute procedures;
 - 2. That two (2) weeks' notice is provided to the employer;
 - 3. The approval of leave must have regard to the operational requirements of the employer, including staffing shortages and capacity to support multiple absences over the same period of time;
 - 4. This leave shall be paid at the ordinary time rate of pay.

-
- (ii) Leave of absence granted pursuant to this clause shall count as service for all purposes of this Agreement.

47. PAID EMERGENCY SERVICES LEAVE

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

48. NATURAL DISASTER LEAVE

- (i) Natural Disaster Leave is paid leave for permanent employees who are affected directly and personally by declared natural disasters such as bush fires and floods and are unable to attend the workplace.
- (ii) Permanent employees are entitled to up to five (5) days' paid leave per occasion (pro rata for part time employees) at the ordinary pay for the shift they would otherwise have worked on that day.
- (iii) Any further leave required may be taken from the employee's Annual Leave or, if agreed, it may be approved unpaid leave.
- (iv) Natural Disaster Leave is not cumulative.
- (v) Notice and Evidence Requirements:
 - a) To be entitled to paid leave under this clause employees must give notice to their manager of their request to take Natural Disaster Leave as soon as reasonably practicable (which may be at a time before or after the leave has started) that the employee is (or will be) absent from their employment;
 - b) Employees may be required to provide their manager with reasonable evidence to support their application to access Natural Disaster Leave. Such evidence may include, but is not limited to, confirmation an event has been gazetted as a natural disaster or confirmation from a regulatory body such as Roads and Maritime Services or State Emergency Service of, for example, a road closure.

49. CEREMONIAL LEAVE

An employee who is legitimately required by Aboriginal or Torres Strait Islander tradition to be absent from work for Aboriginal or Torres Strait

Islander ceremonial purposes will be entitled to up to ten working days unpaid leave in any one year, with the approval of the employer.

50. JURY SERVICE

- (i) An employee other than a casual employee, required to attend for jury service during his or her ordinary working hours shall be reimbursed by the employer an amount equal to the difference between the amount paid in respect of his or her attendance for such jury service and the amount of ordinary salary he or she would have received in respect of the ordinary time he or she would have worked had he or she not been on jury service. The period of payments of jury service shall be limited to the period prescribed under relevant State Legislation.
- (ii) An employee shall notify his or her employer as soon as possible of the date upon which he or she is required to attend for jury service. Further the employee shall give his or her employer proof of his or her attendance at the court, the duration of such attendance and the amount received in respect of such jury service.

51. PURCHASED LEAVE

- (i) Purchased leave is where employees have planned absences of two weeks of leave which is funded by salary deductions spread evenly over the year. This allows employees to continue to receive pay during such leave.
- (ii) Purchased leave must be utilised within the twelve months in which it is purchased.
- (iii) Purchased leave counts as service for all purposes.
- (iv) Applications for purchased leave must be made by a date nominated by the Employer.
- (v) The Employer's approval of purchased leave will be based on the operational requirements of the Employer, having regard to the personal needs and family responsibilities of staff.
- (vi) Once a period of purchased leave has been approved, it may only be revoked by the Employer where exceptional circumstances exist. In the event of revocation, any accumulated leave may be paid out to the employee, or the leave deferred to a date mutually agreed by employer and employee.
- (vii) Where an employee leaves the Employer during a year in which purchased leave has been approved, final payment will be adjusted to take account of deductions not yet made and leave not taken.
- (viii) Annual leave loading is not payable on purchased leave.

52. EXAMINATION LEAVE

- (i) Qualified employees shall be granted leave with full pay in order to attend examinations necessary to obtain higher qualifications relevant to this agreement's classifications as approved from time to time by the respective ethical bodies representing the individual employee.
- (ii) The amount of leave to be granted shall be such as to allow the employee to proceed to the place of examination and, in addition, to allow one clear working day other than a Saturday or a Sunday for pre-examination study if this is desired.
- (iii) Any leave granted under the provisions of this clause shall be exempt from, and in addition to, the provisions of clause - Annual leave. Examination Leave is available to full time employees and part-time employees who work four shifts or more per fortnight. Examination leave shall be up to 3 days per calendar year and shall be pro-rata for eligible part-time employees. Paid examination leave is only available where such leave is required on a day the employee would ordinarily be rostered to work.

APPENDIX 1 – WAGE RATES AND ALLOWANCES SCHEDULE

Table 1 – Monetary Rates

			3.25%		3.00%		3.00%	
	Current		FFPPOA		FFPPOA		FFPPOA	
			1 April 22		1 April 23		1 April 24	
	weekly	hr	weekly	hr	weekly	hr	weekly	hr
Assistant in Nursing, Assistant in Midwifery and Trainee Enrolled Nurse								
- First year of service	950.64	25.02	981.54	25.83	1010.98	26.61	1041.31	27.41
- Second year of service	981.08	25.82	1012.97	26.66	1043.35	27.46	1074.65	28.28
- Third year of service	1011.76	26.63	1044.64	27.50	1075.98	28.32	1108.26	29.17
Thereafter	1043.44	27.46	1077.35	28.35	1109.67	29.20	1142.96	30.08
Enrolled Nurse								
- First year of service	1166.56	30.70	1204.47	31.70	1240.61	32.65	1277.83	33.63
- Second year of service	1192.15	31.37	1230.89	32.39	1267.82	33.36	1305.86	34.36
Third year of service	1217.99	32.05	1257.57	33.09	1295.30	34.08	1334.16	35.11
Fourth year of service	1243.71	32.73	1284.13	33.79	1322.65	34.81	1362.33	35.85
and thereafter	1269.68	33.41	1310.94	34.50	1350.27	35.53	1390.78	36.60
EN Special Grade 1	1338.60	35.23	1382.10	36.37	1423.57	37.47	1466.27	38.59
EN Special Grade 2	1384.97	36.45	1429.98	37.63	1472.88	38.76	1517.07	39.93
Enrolled Nurse - Medication endorsed								
- First year of service	1235.39	32.51	1275.54	33.57	1313.81	34.57	1353.22	35.61
- Second year of service	1262.35	33.22	1303.38	34.30	1342.48	35.33	1382.75	36.39

Third year of service	1289.55	33.94	1331.46	35.04	1371.40	36.09	1412.55	37.18
Fourth year of service	1316.76	34.65	1359.55	35.78	1400.34	36.85	1442.35	37.95
and thereafter	1344.22	35.37	1387.91	36.52	1429.54	37.62	1472.43	38.74
EN Med Specialist Grade 1	1412.22	37.16	1458.12	38.37	1501.86	39.52	1546.92	40.70
EN Med Specialist Grade 2	1458.17	38.37	1505.56	39.62	1550.73	40.81	1597.25	42.03
Registered Nurse / Midwife								
- First year of service	1322.85	34.81	1365.84	35.94	1406.82	37.02	1449.02	38.13
Second year of service	1394.78	36.70	1440.11	37.89	1483.31	39.03	1527.81	40.20
Third year of service	1466.71	38.60	1514.38	39.85	1559.81	41.05	1606.60	42.28
Fourth year of service	1544.11	40.63	1594.29	41.95	1642.12	43.21	1691.39	44.51
Fifth year of service	1620.39	42.64	1673.05	44.03	1723.24	45.35	1774.94	46.71
Sixth year of service	1697.17	44.66	1752.33	46.11	1804.90	47.49	1859.04	48.92
Seventh year of service	1784.13	46.95	1842.11	48.48	1897.38	49.93	1954.30	51.43
Eighth year of service	1857.80	48.89	1918.18	50.48	1975.72	51.99	2035.00	53.55
and thereafter	1857.80	48.89	1918.18	50.48	1975.72	51.99	2035.00	53.55
Clinical Nurse / Midwifery Specialist								
Grade 1 –	1914.69	50.39	1976.92	52.03	2036.22	53.59	2097.31	55.20
Grade 2	2139.44	56.30	2208.97	58.13	2275.24	59.87	2343.50	61.67
Clinical Nurse / Midwifery Consultant								
Level 1	2377.10	62.56	2454.36	64.59	2527.99	66.53	2603.83	68.53
Nursing / Midwifery Unit Manager								
Level 1	2330.26	61.32	2405.99	63.31	2478.17	65.21	2552.52	67.17
Level 2	2440.96	64.24	2520.29	66.33	2595.90	68.32	2673.78	70.37
Level 3	2506.55	65.96	2588.01	68.10	2665.65	70.15	2745.62	72.25

Nurse Practitioner								
	2552.40	67.17	2635.35	69.35	2714.41	71.43	2795.85	73.58
Nurse undergoing pre-registration training								
	1140.60	30.02	1177.67	31.00	1213.00	31.93	1249.39	32.88
Clinical Nurse / Midwifery Educator								
	1933.46	50.88	1996.30	52.53	2056.19	54.11	2117.87	55.73
Nurse / Midwifery Educator								
- First year of service	2144.66	56.44	2214.36	58.27	2280.79	60.02	2349.22	61.82
- Second year of service	2205.16	58.03	2276.83	59.92	2345.13	61.71	2415.49	63.56
Third year of service	2259.33	59.46	2332.76	61.39	2402.74	63.23	2474.82	65.13
Fourth year of service	2377.10	62.56	2454.36	64.59	2527.99	66.53	2603.83	68.53
Senior Nurse / Midwifery Educator								
- First year of service	2434.75	64.07	2513.88	66.15	2589.30	68.14	2666.97	70.18
- Second year of service	2484.56	65.38	2565.31	67.50	2642.27	69.53	2721.54	71.62
Third year of service	2567.92	67.58	2651.38	69.78	2730.92	71.87	2812.85	74.03
Assistant Director of Nursing 100 beds and over	2506.55	65.96	2588.01	68.10	2665.65	70.15	2745.62	72.25
Deputy Director of Nursing 100								
< 100 beds	2440.96	64.24	2520.29	66.33	2595.90	68.32	2673.78	70.37
100 beds but < 200 beds	2506.55	65.96	2588.01	68.10	2665.65	70.15	2745.62	72.25
200 beds but < 250 beds	2567.92	67.58	2651.38	69.78	2730.92	71.87	2812.85	74.03
250 beds but <350 beds	2663.71	70.10	2750.28	72.38	2832.79	74.55	2917.77	76.79


350 beds but <450 beds	2759.25	72.61	2848.93	74.97	2934.39	77.22	3022.43	79.54
450 beds but <750 beds	2860.99	75.29	2953.97	77.74	3042.59	80.07	3133.87	82.47
> = 750 beds	2972.31	78.22	3068.91	80.76	3160.98	83.19	3255.81	85.68
Director of Nursing								
< 25 beds	2515.62	66.20	2597.38	68.35	2675.30	70.40	2755.56	72.51
25 beds but < 50 beds	2663.59	70.09	2750.16	72.37	2832.66	74.54	2917.64	76.78
50 beds but < 75 beds	2721.23	71.61	2809.67	73.94	2893.96	76.16	2980.78	78.44
75 beds but <100 beds	2777.88	73.10	2868.16	75.48	2954.21	77.74	3042.83	80.07
100 beds but < 150 beds	2857.64	75.20	2950.51	77.64	3039.03	79.97	3130.20	82.37
150 beds but < 200 beds	2953.05	77.71	3049.02	80.24	3140.49	82.64	3234.71	85.12
200 beds but <250 beds	3048.84	80.23	3147.93	82.84	3242.37	85.32	3339.64	87.88
250 beds but <350 beds	3163.63	83.25	3266.45	85.96	3364.44	88.53	3465.37	91.19
350 beds but <450 beds	3354.33	88.27	3463.35	91.14	3567.25	93.87	3674.26	96.69
450 beds but <750 beds	3549.00	93.39	3664.34	96.43	3774.27	99.32	3887.50	102.30
> = 750 beds	3771.38	99.25	3893.95	102.48	4010.77	105.55	4131.09	108.72

Table 2 – Allowances

	Current	1/04/2022	1/04/2023	1/04/2024
		Year 1 3.25%	Year 2 3.00%	Year 3 3.00%
In charge (per shift rate)				
In charge hospital, day, evening or night shift - per shift	32.29	33.34	34.34	35.37
In charge ward / unit in absence of Nursing Unit Manager - per shift	32.29	33.34	34.34	35.37
In charge of ward / unit and hospital no NUM less than 100 beds - per shift	48.38	49.95	51.45	52.99
On call (per hour rate)				
On call when rostered on - per hour (ref clause 18, minimum payment 10 hours)	3.07	3.17	3.26	3.36
On call on rostered days off - per hour (ref clause 18, minimum payment 18 hours)	3.07	3.17	3.26	3.36
On call for Christmas Day, Boxing Day, New Years Day, Good Friday, Easter Sunday (ref clause 18, minimum payment 4 hours)	7.86	8.12	8.36	8.61
On call during meal break - per break	16.29	16.82	17.32	17.84
Radiography				
Radiographic allowance DON - per week	46.07	47.57	48.99	50.46
Radiographic allowance in absence of DON - per day	9.39	9.70	9.99	10.29
Radiographic allowance maximum - per week	46.07	47.57	48.99	50.46
Lead apron allowance - per hour or part thereof	2.30	2.37	2.45	2.52
Continuing Education (per week)				
RN or Midwife or Clinical Nurse/Midwifery Specialist Grade 1 or Nursing/Midwifery Unit Mgr (level 1-3)				
Post-registration Certificate	44.90	46.36	47.75	49.18
Post-registration Diploma	68.25	70.47	72.58	74.76
Post-registration Degree	82.83	85.52	88.09	90.73

Enrolled Nurse				
Certificate IV	34.06	35.17	36.22	37.31
Advanced Diploma	42.32	43.70	45.01	46.36
Educators or Clinical Nurse / Midwifery Specialist Grade 2 or Clinical Nurse / Midwifery Consultant				
Post graduate diploma or degree	68.25	70.47	72.58	74.76
Post graduate Masters or Doctorate	82.83	85.52	88.09	90.73
Uniforms (per week)				
Uniforms - per week	8.80	9.09	9.36	9.64
Laundry - per week	7.33	7.57	7.80	8.03
Cardigan or jacket - per week	2.67	2.76	2.84	2.92
Footwear	3.57	3.69	3.80	3.91
Meals (per meal)				
meal on overtime - per meal	25.05	25.86	26.64	27.44
Breakfast - per meal	5.12	5.29	5.44	5.61
Other meals - per meal	9.23	9.53	9.82	10.11


I am authorised to sign this Agreement on behalf of Healthe Care North Gosford Pty Ltd trading as Gosford Private Hospital


SIGNATURE

George Diakos - Head of Human Resources
NAME AND TITLE

Address: Suite 2, Level 5, 275 George St 2002
Date: 06 April 2023

I am authorised to sign this Agreement on behalf of Healthe Care Lingard Pty Ltd trading as Lingard Private Hospital


SIGNATURE

George Diakos - Head of Human Resources
NAME AND TITLE

Address: Suite 2, Level 5, 275 George St 2002
Date: 06 April 2023


I am authorised to sign this Agreement on behalf of Healthe Care Dubbo Pty Ltd trading as Dubbo Private Hospital


SIGNATURE

George Diakos - Head of Human Resources
NAME AND TITLE

Address: Suite 2, Level 5, 275 George St 2002
Date: 06 April 2023

I am authorised to sign this Agreement on behalf of Maitland Private Hospital Pty Ltd trading as Maitland Private Hospital


SIGNATURE

George Diakos - Head of Human Resources
NAME AND TITLE

Address: Suite 2, Level 5, 275 George St 2002
Date: 06 April 2023

I am authorised to sign this Agreement on behalf of Hurstville Private Pty Ltd. trading as Hurstville Private Hospital



SIGNATURE

George Diakos - Head of Human Resources
NAME AND TITLE

Address: Suite 2, Level 5, 275 George St 2002
Date: 06 April 2023

I am authorised to sign this Agreement on behalf of Mayo Healthcare Group Pty Ltd trading as Mayo Private Hospital



SIGNATURE

George Diakos - Head of Human Resources
NAME AND TITLE

Address: Suite 2, Level 5, 275 George St 2002
Date: 06 April 2023

I am authorised to sign this Agreement on behalf of The Trustee for Brisbane Waters Private Hospital Trust Fund, trading as Brisbane Waters Private Hospital



SIGNATURE

George Diakos - Head of Human Resources
NAME AND TITLE

Address: Suite 2, Level 5, 275 George St 2002
Date: 06 April 2023

I am authorised to sign this Agreement on behalf of Shellharbour Private Hospital Pty Limited trading as Shellharbour Private Hospital



SIGNATURE

George Diakos - Head of Human Resources
NAME AND TITLE

Address: Suite 2, Level 5, 275 George St 2002
Date: 06 April 2023:

I am authorised to sign this Agreement on behalf of Forster Private Hospital Pty Ltd trading as Forster Private Hospital

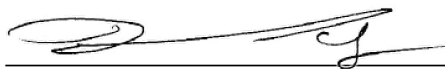


SIGNATURE

George Diakos - Head of Human Resources
NAME AND TITLE

Address: Level 13, 160 Sussex Street, Sydney 2002
Date:

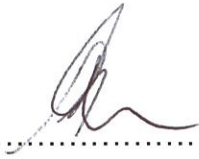
I am authorised to sign this Agreement on behalf of Central Coast Private Hospital Pty Ltd trading as Tuggerah Lakes Private Hospital



SIGNATURE

George Diakos - Head of Human Resources
NAME AND TITLE

Address: Suite 2, Level 5, 275 George St 2002
Date: 06 April 2023



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



WITNESS
Michael Whaites
50 O'Dea Ave, Waterloo

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

SCHEDULE A – HOSPITALS

Column 1	Column 2
Hospital	Employing entity (ABN)
Gosford Private Hospital	47 117 484 812
Lingard Private Hospital	48 117 484 438
Dubbo Private Hospital	48 121 815 870
Maitland Private Hospital	90 086 450 660
Hurstville Private Hospital	45 105 956 947
Mayo Private Hospital	41 001 346 952
Brisbane Waters Private Hospital	57 493 178 819
Shellharbour Private Hospital	50 152 608 029
Forster Private Hospital	59 128 758 958
Tuggerah Lakes Private Hospital	97 003 308 192

IN THE FAIR WORK COMMISSION

FWC Matter No.:

AG2023/1000

Applicant:

Shellharbour Private Hospital Pty Limited

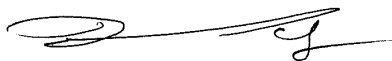
Section 185 – Application for approval of a single enterprise agreement

Undertaking – section 190

I, George Diakos, Head of Human Resources have the authority given to me by Shellharbour Private Hospital Pty Limited (**Healthe Care**) to provide the following undertakings with respect to *Healthe Care (NSW Hospitals) and the NSWNMA/ANMF NSW Branch Enterprise Agreement 2022 (Agreement)*. These undertakings are provided on the basis of the matters raised by the Fair Work Commission in the application before the Fair Work Commission.

The undertakings are as follows:

1. Clause 11(v) – Rest break between rostered periods of work: Healthe Care undertakes that the first sentence of clause 11(v) shall be deleted and not apply as a term of the Agreement. Accordingly, operating theatre nurses will be entitled to a 10 hour break between each rostered shift and may, by mutual agreement reduce the rest break to no less than 8 hours.
2. Clause 18(iv) – Casual employees and weekend penalty rates – Assistant in Nursing / Midwifery: Healthe Care undertakes that a casual employee who is an Assistant in Nursing / Midwifery or Trainee Enrolled Nurse will be paid a Saturday penalty rate of 65% for ordinary hours worked on a Saturday and a Sunday penalty rate of 95% for all ordinary hours worked on a Sunday.
3. Clause 23(xii) – Rest break following overtime work: Healthe Care undertakes to amend clause 23(xii) so that an employee will be entitled to a rest break following overtime work of 10 hours. An employee may initiate a request in writing of a rest break of no less than 8 hours. The employer will not initiate any request to an employee to reduce the 10 hour rest break under clause 23(xii).
4. Clause 27(i)(a), Definition of ‘shiftworker’ for the purposes of the NES: Healthe Care confirms that the definition of shiftworker for the purpose of the NES and the additional week of annual leave is at clause 27(i)(a) of the Agreement.



Signature

24 May 2023

Date