



DECISION

Fair Work Act 2009
s.185—Enterprise agreement

Healthscope Operations Pty Ltd
(AG2021/9287)

HEALTHSCOPE - NSWNMA/ANMF - NSW NURSES' AND MIDWIVES' - ENTERPRISE AGREEMENT 2020-2024

Health and welfare services

DEPUTY PRESIDENT DEAN

CANBERRA, 2 FEBRUARY 2022

*Application for approval of the Healthscope - NSWNMA/ANMF – NSW Nurses' and
Midwives' - Enterprise Agreement 2020-2024*

[1] An application has been made for approval of an enterprise agreement known as the *Healthscope - NSWNMA/ANMF – NSW Nurses' and Midwives' - Enterprise Agreement 2020-2024* (the Agreement). The application was made pursuant to s.185 of the *Fair Work Act 2009* (the Act). It has been made by Healthscope Operations Pty Ltd. The Agreement is a single enterprise agreement.

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

[3] Pursuant to s.202(4) of the Act, the model flexibility term prescribed by the *Fair Work Regulations 2009* is taken to be a term of the Agreement.

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

[5] The Agreement is approved and, in accordance with s.54 of the Act, will operate from 9 February 2022. The nominal expiry date of the Agreement is 30 June 2024.



DEPUTY PRESIDENT

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Note - the model flexibility term is taken to be a term of this agreement and can be found at the end of the agreement.

Healthscope and NSWNMA/ANMF – NSW Nurses' & Midwives' Enterprise Agreement 2020-2024



PART A

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2. Title

This agreement will be known as and referred to as the Healthscope – NSWNMA/ANMF – NSW Nurses' and Midwives' – Enterprise Agreement 2020-2024 ('**Agreement**').

3. Scope

This Agreement will cover:

- (i) Healthscope Operations Pty Ltd ACN 006 405 152 ('**Healthscope**' or '**Employer**') in respect to hospitals owned or operated by Healthscope, or related bodies corporate, in the State of New South Wales, whilst this Agreement is in operation ('**Hospitals**'); and
- (ii) All nursing and midwifery employees who are employed by Healthscope in the classifications within this Agreement in Hospitals owned or operated by Healthscope, or related bodies corporate (including all nursing and midwifery employees at Northern Beaches Hospital) in the State of New South Wales ("the employee/s").
- (iii) The Australian Nursing and Midwifery Federation NSW Branch of 50 O'Dea Avenue Waterloo New South Wales.

4. Duration, Renegotiation & Relationship to Other Agreements and Awards

- (i) This Agreement will take effect from 7 days after approval by the Fair Work Commission and will nominally expire on 30 June 2024. This Agreement will continue to operate until it is replaced or terminated in accordance with the FW Act.
- (ii) The parties agree that discussions shall commence for a new Agreement no later than six (6) months prior to the nominal expiry date of the Agreement.
- (iii) This Agreement replaces the *Healthscope – NSWNMA/ANMF – NSW Nurses and Midwives' – Enterprise Agreement 2015-2019* and the *Healthscope (Hunter Valley Private Hospital) - NSWNMA/ANMF - Nurses Enterprise Agreement 2015-2019*.
- (iv) For the avoidance of doubt, because this Agreement also covers Migrating Employees, the Copied State Award will cease to cover and apply to the Migrating Employees from the time that this Agreement commences operation. Therefore, this Agreement will cover and apply exclusively to Migrating Employees, and more generally to all employees within the scope of this Agreement employed at Northern Beaches Hospital and all other Hospitals owned or operated by Healthscope and related corporate entities in the State of New South Wales.
- (v) Migrating Employees will be entitled to the terms and conditions set out in Schedule 2 of this Agreement. Where there is any inconsistency between the terms and conditions set out in Schedule 2 and a provision of this Agreement, the term and condition in Schedule 2 will apply to the extent of the inconsistency.

5. National Employment Standards

- (i) The NES and the Agreement contain the minimum conditions of employment for Employees covered by this Agreement.
- (ii) The NES applies to Employees covered by the Agreement except where the Agreement provides a greater condition or entitlement whereby the Agreement will prevail to the extent that it is more favourable than the NES.

6. Definitions

"**Assistant Director of Nursing/Midwifery**" means:

- 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.
- 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.
- 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.

"Assistant in Nursing/Midwife" means a person, other than a registered nurse, student nurse, or enrolled nurse, who is employed in nursing/midwifery duties in a hospital.

"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.

"Board" means the Nursing and Midwifery Board of Australia and is the statutory body responsible for registration in NSW.

"Clinical Nurse Consultant/Clinical Midwife Consultant Grade 1" means a registered nurse/midwife appointed as such to a position approved by the employer, who has at least five years full time equivalent post registration experience and in addition who has approved post registration nursing/midwifery qualifications relevant to the field in which they are appointed or such other qualifications or experience deemed appropriate by the employer.

"Clinical Nurse Consultant/Clinical Midwife Consultant Grade 2" means: a registered nurse/midwife appointed as such to a position approved by the employer, who has at least 5 years full time equivalent post registration experience, with at least 3 years full time equivalent experience in the specialty field. In addition the employee must have approved postgraduate nursing/midwifery qualifications relevant to the field in which the employee is appointed or such other qualifications or experience deemed appropriate by the employer. An employer may also require a higher qualification in the specialist nursing field where such a qualification is considered essential for the performance of the individual position.

"Clinical Nurse Consultant/Clinical Midwife Consultant Grade 3" means: a registered nurse/midwife appointed as such to a position approved by the employer, who has at least 7 years full time equivalent post registration experience, with at least 5 years full time equivalent experience in the specialty field. In addition the employee must have approved postgraduate nursing/midwifery qualifications relevant to the field in which the employee is appointed or such other qualifications or experience deemed appropriate by the employer. An employer may also require a higher qualification in the specialist nursing field where such a qualification is considered essential for the performance of the individual position.

"Clinical Nurse Educator/Clinical Midwife Educator" means a registered nurse/midwife appointed to a position classified as such and who holds relevant clinical or education post registration certificate qualifications or such education and clinical experience deemed appropriate by the employer.

The Clinical Nurse Educator/Clinical Midwife Educator is required to deliver and evaluate clinical education programs at the ward/unit level.

The Clinical Nurse Educator/Clinical Midwife Educator shall provide for the delivery of clinical nurse/midwifery education in the ward/unit level, and performs the following functions at that level:

- Delivers competent nursing education in the ward/unit;
- Contributes to the development of colleagues;
- Supports less experienced staff and acts as preceptor for new staff;
- Acts as the preceptor in orientations to the ward/unit;
- Provides day to day clinical education support in the ward/unit;

- Provides one on one informal education;
- Provides support for skill development in clinical procedures;
- Provides support for professional development;
- Provides support for clinical policy development;
- Provides a ward/unit based in-service program.

The provision of direct clinical care by Clinical Nurse Educator/Clinical Midwife Educator should be for the purpose of providing clinical education to other employees. Direct clinical care shall be limited to emergency circumstances only.

Incremental progression to the 2nd year and thereafter rate shall be upon completion of 12 months satisfactory full-time equivalent service.

“Clinical Nurse Specialist/Clinical Midwife Specialist Grade 1” means: a registered nurse/midwife who applies higher level of clinical nursing knowledge, experience and skills in providing complex nursing/midwifery care directed towards a specific area of practice, a defined population or defined service area, with minimum supervision.

A Clinical Nurse Specialist/Clinical Midwife Specialist Grade 1 shall satisfy the following minimum criteria:

- Relevant post-registration qualifications and at least 12 months’ experience working in the relevant clinical area of their post-registration qualification; or four years post- registration experience, including three years’ experience in the relevant specialist field.

A Clinical Nurse Specialist/Clinical Midwife Specialist Grade 1 is distinguished from an 8th Year Registered Nurse/Midwife by being required to satisfy the following criteria:

- actively contributes to the development of clinical practice in the ward/unit/service;
- acts as a resource and mentor to others in relation to clinical practice; and
- actively contributes to their own professional development.

Clinical Nurse Specialist/Clinical Midwife Specialist Grade 1 is a personal grading

“Clinical Nurse Specialist/Clinical Midwife Specialist Grade 2” means a registered nurse/midwife 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 Midwife Specialist Grade 2 classification encompasses the Clinical Nurse Specialist/Clinical Midwife Specialist Grade 1 role criteria and is distinguished from a Clinical Nurse Specialist/Clinical Midwife 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
 - 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.

Incremental progression to the second year and thereafter rate shall be upon completion of 12 months satisfactory full-time equivalent service (or pro rata part time service).

“Copied State Award” means the *Public Health System Nurses’ and Midwives (State) Award 2018* as that award applied on 30 October 2018.

"Day Worker" means a worker who works their ordinary hours from Monday to Friday inclusive and who commences work on such days at or after 6.00 am and before 10.00 am otherwise than as part of the shift system.

"Director of Nursing" or **"DON"** includes a registered nurse in charge of the Hospital in accordance with the *Private Health Facilities Act 2007* and *Private Health Facilities Regulations*. There shall be only one person in each Hospital to be entitled to be classified as Director of Nursing or by whatever title the Senior Nursing Administrator is known. The Director of Nursing means the registered nurse responsible for the care of patients at the facility.

"Enrolled Nurse with Notation" means a person registered with the Board with the notation "does not hold a Board approved qualification in medicines administration".

"Enrolled Nurse" means a person registered with the Board as such.

"Experience" in relation to an enrolled nurse, or assistant in nursing/midwifery means experience before and/or after the commencement of this Agreement whether within New South Wales or elsewhere and in the case of an enrolled nurse or assistant in nursing/midwifery who was formerly a student nurse includes experience as such student nurse.

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

"FW Act" means the *Fair Work Act 2009 (Cth)*.

"Hospital" means, a private hospital and a day procedure centre as defined by the *Private Health Facilities Act 2007* and *Private Health Facilities Regulations*.

"Household" means a relative of the employee who is a member of the same household, where:

- (a) "relative" means a person related by blood, marriage or affinity;
- (b) "affinity" means a relationship that one spouse because of marriage has to blood relatives of the other; and
- (c) "household" means a family group living in the same domestic dwelling.

"Immediate family" means:

- (a) Spouse
- (b) De facto spouse
- (c) Partner of the same or opposite sex
- (d) Child or adult child (including adopted child, step child, foster child or an ex-nuptial child), parent (including foster parent and legal guardian), grandparent, grandchild or sibling of the employee or spouse, de facto spouse, or partner of the employee.

"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 within private hospitals and Day Procedure Centres.

"Midwife" means a person registered by the Board as such.

"Migrating Employees" mean employees who were previously employed by the NSW State Public Sector at its Manly Hospital and/or Mona Vale Hospital and who transferred and commenced employment with Healthscope at Northern Beaches Hospital on or about 30 October 2018.

"NES" means the National Employment Standards, set out in the FW Act.

"Nurse Educator/Midwife Educator Grade 1" means a registered nurse/midwife holding post registration nursing/midwifery clinical or education qualifications relevant to the clinical area in which the employee is appointed; and who is appointed to a position of Nurse Educator/Midwifery Educator Grade 1.

A Nurse Educator/Midwifery Educator Grade 1 shall be responsible for the development and delivery of nursing education courses/programs within a hospital.

Nurse/Midwife education programs shall mean courses/programs such as:

- post registration certificates;
- continuing nurse/midwife education;
- Transition programs for newly registered nurses and midwives and newly enrolled nurses;
- post-enrolment enrolled nurses' courses; and
- where applicable general staff development courses.

Incremental progression to the 2nd year and thereafter rate at this Grade shall be upon completion of 12 months satisfactory full-time equivalent service.

"Nurse Educator/Midwife Educator Grade 2" means a Registered Nurse/Midwife with post registration nursing/midwifery clinical or education qualifications relevant to the clinical area in which the employee is appointed, or qualifications deemed equivalent by the employer; and who is appointed to a position of Nurse Educator/Midwife Educator Grade 2.

A Nurse Educator/Midwife Educator Grade 2 shall be responsible for one of the following:

- A nursing/midwifery education portfolio (including but not limited to a transition program, enrolled nurse, registered nurse or midwife program) across a hospital or combination of hospitals within the Group;
- A nursing/midwifery education program for a clinical division or divisions across a hospital or combination of hospitals within the Group; or
- A nursing/midwifery- education program for outpatients based health service.

Incremental progression to the 2nd year and thereafter rate at this Grade shall be upon completion of 12 months satisfactory full-time equivalent service.

"Nurse Educator/Midwife Educator Grade 3" means a registered nurse/midwife holding post registration nursing/midwifery clinical or education qualifications relevant to the clinical area or areas in which the employee is appointed, or qualifications deemed equivalent by the employer; and who is appointed to a position of Nurse Educator/Midwife Educator Grade 3.

A Nurse Educator/Midwife Educator Grade 3 shall be responsible for one of the following:

- A comprehensive nursing/midwifery education program across a combination of hospitals within the Group, or for Healthscope Group of hospitals; or
- The nurse education service for a combination of hospitals within the Group or for the Healthscope Group of hospitals.

Incremental progression to the 2nd year and thereafter rate at this Grade shall be upon completion of 12 months satisfactory full-time equivalent service

"Nursing/Midwifery Unit Manager" means a registered nurse/midwife in charge of a ward or unit or group of wards or units in a hospital shall include:

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

(1) Co-ordination of Patient Services

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

(2) Unit Management

- Implementation of hospital policy.
- Dissemination of information to all personnel.

- Ensuring environmental safety.
- Monitoring the use and maintenance of equipment.
- Monitoring the supply and use of stock and supplies.
- Monitoring cleaning services.

(3) Nursing Staff Management

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

- (b) **"Nursing/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.
- (c) **"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.

"Nurse/Midwife Practitioner" means a registered nurse/midwife appointed as such by the employer after being endorsed by the Board, to practice as a nurse or midwife practitioner.

Provided that incremental progression to each year shall be upon completion of 12 months satisfactory full-time service.

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

"Service" for the purpose of Clause 11, Wages and Allowances, means service before or after the commencement of this Agreement in New South Wales or elsewhere as a registered nurse/midwife, provided that all service recognised prior to the commencement of this Agreement shall continue to be recognised.

To the foregoing shall be added any actual periods on and from January 1971 during which a registered nurse/midwife undertook a post-basic course whilst an employee of and rendering service in an institution or hospital and such course is recognised by the Board or acceptable to NSW Health, 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.

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

"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.

"Union/Association" means the Australian Nursing and Midwifery Federation NSW Branch (ANMF NSW Branch). The NSWNMA is the commonly recognised reference in NSW.

"Workplace Representative(s)" means a person(s) nominated by an employee or employees to represent them in accordance with this Agreement, which may be the Association.

7. 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 inclusive and to commence on such days at or after 6.00 am and before 10.00 am.
- (ii) The ordinary hours of work for shift workers (including those working 12 hour shift pattern), other than Directors of Nursing, exclusive of meal times, shall not exceed an average of 38 hours per week in each roster cycle.
- (iii) Upon engagement as a full-time employee, the employee will be advised, in writing, whether they are engaged to work either Monday to Friday or up to seven days per week. Engagement pattern is relevant for determining the annual leave entitlement in accordance with subclause 25(i).
- (iv)
 - (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 (19) 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 twenty (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.
- (v) Except in relation to Pilot Roster Projects and 12 hour shifts in subclauses (xx) and (xxi) of this clause:
 - i. each shift for a part time or full time employee will have a minimum rostered engagement of four (4) hours;
 - ii. consist of no more than 10 hours on a day shift or 11 hours on a night shift;
 - iii. an employee shall not work more than 7 consecutive shifts unless the employee so requests and the Director of Nursing agrees; and
 - iv. 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 (iv) 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 (xvi) of this clause.

- (vii) Once set, the additional days off may not be changed except in accordance with the provisions of Clause 10, Rosters.
- (viii) Where the employer's decision (in accordance with subclause (vi) of this clause) is that an employee's additional days off be accumulated, no more than 5 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. Provided, that in the case of permanent part-time employees, an employer will consult with employees and their workplace representative regarding the exemption from this provision, and from subclause (v) of this clause with regard to the span of hours only, to enable an additional break of no more than 4 hours. In any event, the span of hours shall not exceed 12 hours.
- (x)
 - (a) Each employee shall be allowed a break of not less than thirty minutes and not more than sixty minutes for each meal occurring on duty.
 - (b) Where practicable, employees shall not be required to work more than 5 hours without a meal break. Provided that where practicable an employee engaged to work for 5 hours or less in any one shift may elect not to take a meal break as otherwise provided for by this subclause without penalty to the employer. The term where practicable' encompasses regard being paid to the service requirements of the employer.
- (xi) Two separate ten-minute intervals (in addition to meal breaks) shall be allowed to each employee on duty during each ordinary shift of 8 or 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) The employer is committed to ensuring adequate staffing is available to provide for the taking of meal and other breaks in (x) and (xi), without compromising safe patient care. Breaks will be allocated or rostered by the appropriate manager or nurse/midwife in charge, and employees shall be relieved from duty for their breaks. The parties recognise the importance of employees taking breaks to ensure a safe workplace.
- (xiii)
 - (a) Subclauses (x) and (xi) 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.
- (xiv)
 - (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 employee in charge, as the case may be, who is employed permanently in charge at night or to an employee who requests to be employed on night duty and the Director of Nursing consents.
- (xv) 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.

- (xvi) (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) At an employee's request, they 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.
- (xvii) (a) Employees may be required to remain on call. Any such time on call shall not be counted as time worked (except insofar as an employee may take up actual duty in response to a call), but shall be paid for in accordance with Clause 13, Special Allowances, of this Agreement. Provided, however, no employee shall be required to remain on call whilst on leave or on the day before entering upon leave.
- (b) No employee shall be required to remain on call whilst on a day on which they are not rostered nor on completion of the shift on the day preceding a day on which they are not rostered. This provision shall not apply where in special circumstances it is necessary for an employer to place staff on call on a day on which they are not rostered or on completion of the shift on the day preceding a day on which they are not rostered in order to ensure the provision of services. Provided, however, no employee shall be required to remain on call whilst their ward/unit is subject to a temporary close down in accordance with clause 48 of the Agreement. This shall not prevent an employee from agreeing to be on call.
- (c) No employee shall be required by the employer to be on call during periods of paid or unpaid leave. This shall not prevent an employee from agreeing to be on call.
- (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 employees and their workplace representatives.
- (xix) The provisions of paragraphs (a) and (b) of subclause (xiv) and of subclause (xv) and of paragraph (a) of subclause (xvi) 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.

Pilot Roster Projects

- (xx) Notwithstanding any other provision of this Agreement, Pilot Roster Projects for the purposes of trialling flexible roster practices may be implemented on the following basis:
 - (a) The terms of the Pilot Roster Project shall be agreed in writing between the employer and the employees affected and their workplace representatives on behalf of the employees participating in the project.
 - (b) The terms shall include
 - (1) the duration of the project; and
 - (2) the conditions of the project; and
 - (3) the Agreement provisions required to be overridden in order to implement the project; and
 - (4) review mechanisms to assess the effectiveness of the project.

- (c) Whilst the Pilot Roster Project is being conducted according to its terms, the employer shall not be deemed to be in breach of the Agreement by reason alone of implementing the project.
 - (d) Any purported Pilot Roster Project which does not comply with this clause is not a Pilot Roster Project for the purposes of this clause and in particular the employer shall not be able to claim the benefit of subclause (c) when implementing such project.
 - (e) Pilot 12 hour shift systems in place as at 1 July 2008 shall continue to operate in accordance with the provisions of the relevant pilot agreement.
- (xxi) 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 their workplace representatives 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 work health and safety data, sick leave patterns and the frequency of overtime;
 - (i) the employees and their workplace representatives 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;
 - (k) hours of work may be averaged over 6 weeks (i.e. 228 hours in the 6 week roster period for full-time employees), to facilitate 19 shifts of 12 hours in 6 week period and to avoid the need for one or more shorter shifts.

8. Rest breaks between shifts

- (i) At the commencement of this Agreement, an employee will be allowed a rest break of 8 hours between the completion of one work period or shift and the commencement of another work period or shift.
- (ii) From one month after the commencement of this Agreement, an employee will be allowed a rest break of 10 hours between the completion of overtime following a shift and the commencement of the next work period or shift. The 8 hour rest break will remain in relation to the rest break between ordinary work periods or shifts.

- (iii) From the first roster period on or after 1 September 2022, an employee will be allowed a rest break of 10 hours between the completion of one ordinary work period or shift and the commencement of another work period or shift.
- (iv) By mutual agreement between the employer and employee, the 10 hour rest break may be reduced to 8 hours.
- (v) The employee's genuine agreement to the reduction in the rostered break from 10 hours to 8 hours will be in writing. A sample form is at Schedule 3 of the Agreement.
- (vi) Once a roster is established based on an employee's consent to an 8 hour break, the employee's consent to the 8 hour break cannot be revoked for that roster period. If the employee wishes to withdraw their consent for the 8 hour shift break, this will be effective from the commencement of the next roster cycle once the employee has advised Healthscope of the withdrawal of consent in writing.
- (vii) If, on the instruction of Healthscope, an employee resumes or continues to work without having had the minimum break between shifts in accordance with this clause, the employee will be paid at the rate of double the ordinary time until released from duty for such period.
- (viii) These rest break provisions do not apply to employees working a 12 hour shift arrangement. These employees are entitled to an 11.5 hour break between all periods of work.

9. 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, provided such hours are worked within a twelve (12) week period from when the time when less hours are worked; or
 - (b) work more than their daily, weekly or fortnightly rostered or contracted hours and take time off in lieu of payment, provided such hours are taken within a twelve (12) week period from when the additional hours are worked.
- (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) Unless there is mutual agreement, an employee may not have banked or owe the employer more hours than they are contracted to work in a seven day period.
- (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. Employers may negotiate a deduction payment plan with the employee for hours in credit.
- (ix) Either party shall have the right to terminate an agreement under this clause with two weeks' notice.

- (x) For the avoidance of any doubt, any agreement made under (i)(b) of this clause does not constitute Overtime (Clause 21) or TOIL (Clause 21(xiii)).

10. Rosters

- (i) The ordinary hours of work for each employee (including the start and finish times for each rostered shift), other than the Director of Nursing and casual employees, shall be displayed on a roster in a place conveniently accessible to employees.
- (ii) A roster giving not less than two weeks' notice will be provided to full-time and part-time employees.
- (iii) 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.
- (iv) Prior to the date of the changed shift, such change of roster shall be notified verbally or in writing to the employee concerned.
- (v) 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.
- (vi) An employer may change an employee's roster at short notice, with the agreement of the employee, for any reasonable ground including unexpected situations and unforeseen fluctuations in patient dependency.
- (vii) Where an employee is entitled to an additional day off duty in accordance with Clause 7, 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.
- (viii) All rosters shall be retained for at least six years.

11. Wages and Allowances

- (i) In the first pay period on or after the approval of this Agreement, Healthscope will pay to each employee other than a Migrating Employee a sign on bonus equivalent to 1% of the earnings paid by Healthscope to the employee in the period from 1 July 2020 to 30 June 2021. For the sake of clarity, this 1% sign on bonus will be payable on all wages, allowances, loadings, overtime and penalties whatsoever.
- (ii) The minimum hourly wage rates are contained in Table 1 of Part B of the Agreement. Wage increases will be applied based on the detail in Table 1 as follows:

	All employees other than Migrating Employees	Migrating Employees
First pay period on or after 1 July 2021	2%	No increase as migrating employees have received the annual wage increase applying to the Copied State Award.
First pay period on or after 1 January 2022	0.5%	No increase as migrating employees have received the annual wage increase applying to the Copied State Award.
First pay period on or after 1 July 2022	2%	2%

First pay period on or after 1 July 2023	2.5%	2.5%
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- (iii) Allowances are specified in Table 2 of Part B of the Agreement. Allowance increases will be applied based on the detail in Table 2 in accordance with the wage increases in (ii) above.
- (iv) An Enrolled Nurse with Notation who upgrades to Enrolled Nurse will be classified and paid as an Enrolled Nurse from the commencement of the first full pay period following their registration with the Board as such. The employee will move to the next pay point for an Enrolled Nurse that results in an increase in their hourly rate and the Enrolled Nurse will progress to the next pay point following each year of service.
- (v) An Enrolled Nurse, other than an Enrolled Nurse with Notation, who holds an additional Advanced Certificate qualification or an additional Advanced Diploma qualification will be paid based on the wage schedule specified for Enrolled Nurse – Additional Advanced Certificate or Enrolled Nurse – Additional Advanced Diploma respectively subject to the following conditions:
 - a. Payment at this classification is only payable where the Advanced Certificate or Advanced Diploma qualification is deemed by the employer to be directly relevant to the competency and skills used by the Enrolled Nurse in the duties of their position in the Hospital;
 - b. Classification at either the Additional Advanced Certificate or Additional Advanced Diploma classifications will be the same irrespective of whether the Enrolled Nurse holds one or more directly relevant Certificates or Diplomas;
 - c. The employee claiming a classification under this subclause must provide evidence to the employer that they hold that qualification;
 - d. Provided the qualification is deemed relevant by the employer, classification under this clause will commence from the first full pay period to commence after the employee provides the necessary evidence to the employer;
 - e. For transitioning employees, who previously received a Continuing Education Allowance under the prior Enterprise Agreement for holding a relevant Advanced Diploma, these employees will be automatically transferred to the classification Enrolled Nurse – Additional Advanced Diploma from the first full pay period to commence on or after this Agreement commences as long as the advanced diploma is used and relevant to current scope and specialty;
 - f. The introduction in this Agreement of wage rates for Enrolled Nurse – Additional Advanced Diploma will not result in the reduction in the income of any Enrolled Nurse who previously received an allowance under Clause 13 of the previous Enterprise Agreement;
 - g. An Enrolled Nurse with Notation is not eligible to be classified at either Enrolled Nurse – Additional Advanced Certificate or Enrolled Nurse – Additional Advanced Diploma.
- (vi) 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.
- (vii) The wage increases specified above are inclusive of any wage increases; determination or award of the Fair Work Commission or any other authorised tribunal or commission made during the period of this Agreement. Any increases in the Award rates of pay shall be absorbed into the wage rates paid under this Agreement. Should the application of any increases awarded by the Fair Work Commission to the *Nurses Award 2020* result in rates applicable to the employees that are greater than those applying in this Agreement, then the rates of pay the *Nurses Award 2020* will be applied in lieu of the rates of pay in this Agreement.

12. Recognition of Service and Experience

- (i) The employer shall notify each employee in writing of the requirements of this clause at the time of the employee's commencement of employment. If the employer does not so notify the employee then the requirements of this clause shall not commence until the employer does so notify the employee.
- (ii) From the time of commencement of employment, the employee 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 employee furnishes any such documentation contemplated in (ii) above the employer shall pay the employee at the level for which documentary evidence has been provided.
- (iv) If within three months of commencing employment an employee does provide documentary evidence of other previous service or experience not disclosed at the time of commencement, the employer shall pay the employee 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.
- (v) If an employee provides documentary evidence of other previous service or experience not disclosed at the time of commencement after the said three months period, the employee 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) An employee who is working as a nurse or midwife 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) An employee 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 employee 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 employee shall be paid at the higher rate only from the date of proof.

13. Special Allowances

- (i)
 - (a) A registered nurse/midwife in charge during the day, evening or night of a hospital having a daily average of occupied beds of less than 100 shall be paid, in addition to the employee's appropriate salary, whilst so in charge, the sum set out in Item 1 of Table 2 - Other Rates and Allowances, of Part B Monetary Rates, per shift.
 - (b) A registered nurse/midwife in charge of a shift in a ward or unit during the day, evening or night in the absence of the Nursing/Midwifery Unit Manager shall be paid, in addition to the employee's appropriate salary whilst so in charge the sum set out in Item 2 of Table 2, per shift. This subclause shall only apply where the registered nurse/midwife is in charge of one or more other nurses in the ward or unit in question.
 - (c) This subclause shall not apply to registered nurses/midwives holding classified positions of a higher grade than that of registered nurse/midwife.
- (ii)
 - (a) An employee required by their employer to be on call otherwise than as provided for in paragraph (b) shall be paid the sum set out in Table 3 for each period of 24 hours or part thereof provided that only one allowance shall be payable in any period of 24 hours.
 - (b) An employee required to be on call on rostered days off in accordance with subclause (xvii)(b) of Clause 7, Hours of Work and Free Time of Employees Other Than Directors of Nursing, shall be paid the sum set out in Table 3 for each period of 24 hours or part thereof provided that only one allowance shall be payable in any period of 24 hours.
 - (c) 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 3 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.

- (d) Where any employee on call leaves the hospital and is recalled to duty, they shall be reimbursed all reasonable fares and expenses actually incurred provided that, where an employee uses a motor car in these circumstances the allowance payable shall be the rate set out in Item 19 of Table 2. This allowance will be varied where there is a movement in the Australian Tax Office rates.
- (e) This subclause shall not apply to a Director of Nursing, Subsidiary Hospital Director of Nursing, or Assistant Director of Nursing.
- (iii) An employee who performs radiographic duties for a period of less than one week shall be paid in addition to their appropriate salary a daily allowance of the sum set out in Item 6 of Table 2; provided that the maximum allowance per week payable in accordance with this paragraph shall not exceed the sum set out in Item 7 of Table 2.
- (iv) An employee required to wear a lead apron shall be paid an allowance of the sum set out in Item 8 of Table 2 for each hour or part thereof that they are required to wear the said apron.
- (v)
 - (a) A registered nurse/midwife 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 Item 9 of Table 2. This subclause shall only apply where the registered nurse/midwife is in charge of one or more other nurses in the ward or unit in question.
 - (b) This subclause shall not apply to registered nurses or midwives holding classified positions of a higher grade than of a registered nurse/midwife.

14. Staff Development

- (i) Healthscope recognises that training/education is essential for the maintenance and development of nursing practice. Healthscope will continue to provide and support training/education opportunities where possible.
- (ii) The responsibility for staff development is shared between employees and the employer. Employees are expected to participate in professional skill development to ensure that they perform at a standard consistent with nursing competencies relevant to their classification and registration.
- (iii) On the basis of assessed needs, a range of programs/topics relevant to nursing/midwifery care will be provided by the employer and nurses are encouraged to attend.
- (iv) The provision of mandatory training and skills updates is a joint responsibility between the employer and employee. Attendance at mandatory training and skills update sessions provided by the employer is the responsibility of the employee. Mandatory training will be paid at the appropriate rate as per the applicable shift rate for those on duty and at the ordinary rate of pay for those attending in their own time.
- (v) Healthscope training/educational goals for nursing will be established and reviewed in consultation with employees. Individual training/educational goals and needs will be established and reviewed as part of Healthscope's performance and competency appraisal system.
- (vi) Employees are entitled to a maximum of three days paid leave for full-time staff and pro rata thereof for part-time staff, non-cumulative from year to year, subject to the training being of relevance to the nursing profession, as determined by the employer. This leave is in addition to other leave entitlements.

To access the benefits of this provision it is the responsibility of the employee to make an application for this leave.

An application for this leave, nominating the preferred date(s) will be made in writing providing a brief description of the nature of the professional development activity to be undertaken. The application may be for research, attendance at seminars and conferences. This application shall be made at least six weeks prior to the requested date(s) and shall be approved by the DON/Nurse Manager. The application shall not be unreasonably refused. The employees will be required to report on the seminar/conference etc to the DON/Nurse Manager.

- (vii) In addition to the provision of leave for training and education. An employee may seek financial support to cover the enrolment, course fees and/or related expenses for relevant development activities. Any applications for financial support should be made in writing to the relevant hospital manager and will be assessed on their merit. Financial support for training and education activities will be at the discretion of Healthscope.

15. Qualifications 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 the employee is engaged in clinical work for more than 50% of the employee's time) who holds a continuing education qualification in a clinical field, in addition to the qualification leading to registration, shall be paid a continuing education allowance, subject to the following conditions set out below:
 - (a) the allowance is only payable where the qualification is accepted by the employer to be directly relevant to the competency and skills used by the nurse/midwife in the duties of the position. The allowance will be payable from the date of application by the employee;
 - (b) an employee holding more than one relevant qualification is only entitled to one allowance, being the allowance of the highest monetary value;
 - (c) the employee claiming entitlement to a qualification allowance must provide evidence to the employer that they hold that qualification;
 - (d) An allowance shall be absorbed into any over agreement rate being paid to an employee;
 - (e) No allowance is payable before the first pay period to commence on or after 1 March 2009;
 - (f) An allowance shall only be payable in the areas of intensive care, coronary care, cardiac or cardiothoracic nursing, midwifery, mental health, rehabilitation, perioperative nursing, anaesthetics and recovery. Emergency will be recognised in the relevant corresponding work area; and
 - (g) Any such areas as may be agreed between the employee and if requested by the employee a workplace representative and the employer.
- (ii) Subject to the provisions in subclause (i) of this clause, an employee who holds a post-registration hospital certificate listed in Schedule 1 shall be paid an allowance of an amount set out in Item 20 Table 2 – Other Rates and Allowances, of Part B, Monetary Rates. In addition, the following criteria will apply:
 - (a) The course of study successfully undertaken is assessed by the employer as being of an equivalent standard to a post graduate certificate. This will include that the certificate course curriculum is/was accredited with College of Nursing or registered training facility and was of at least 160 hours of lecture/tutorial content.
 - (b) If the certificate was achieved prior to 1 January 1990 the employee will also need to produce evidence in accordance with the above.

- (iii) Subject to the provisions in subclause (i) of this clause, an employee who holds a post-graduate certificate listed in Schedule 1 shall be paid an allowance of an amount set out in Item 21 Table 2 – Other Rates and Allowances, of Part B, Monetary Rates.
- (iv) Subject to the provisions in subclause (i) of this clause, an employee who holds a post-graduate diploma or degree listed in Schedule 1 (other than an undergraduate nursing degree) shall be paid an allowance of an amount set out in the said Item 22 of Table 2.
- (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 of an amount set out in of the said Item 23 of Table 2.
- (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 an allowance of the relevant amount set out at either Item of the said Table 2.
- (xi) The Enrolled Nurse Continuing Education Allowance that applied under the previous Agreement has been replaced by new classifications for Enrolled Nurses with additional post-graduate qualifications. Refer to Clause 9(iv) of this Agreement.

16. 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 4.00 pm - 12.5%

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

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

Further, the parties agree that during the life of the Agreement, the penalty rate for night shift may be discussed and by agreement increased.

- (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 11, Wages and Allowances; and subclause (iii) of Clause 13, Special Allowances.

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

"Day Shift" means a shift which commences at or after 6.00 am and before 10.00 am.

"Afternoon shift" means a shift which commences at or after 10.00 am and before 4.00 pm.

"Night Shift" means a shift which commences at or after 4.00 pm and before 6.00 am on the day following.

- (iv) Employees other than a casual employee 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.

A casual employee who works ordinary hours between midnight on Friday and midnight on Saturday will be paid the rate of pay set out in Table 4.

- (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 25, Annual Leave and Public Holidays, of this Agreement.
- (vi) (a) This subclause shall only apply to employees 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 employee whose employment commenced prior to 15 December 1994 and who has been employed on a continuous basis since that date.
- (c) An employee 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) An employee 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.

17. Fares and Expenses

- (i) An employee required to travel in the performance of duty shall be paid all reasonable out of pocket expenses (including fares).
- (ii) An employee who claims reimbursement of fares, pursuant to this clause, shall furnish to the employer, if so required, satisfactory proof that they have not received from another employer reimbursement in respect of those fares.

18. Telephone Reimbursement

If an employee is required, for the purpose of their employment, to be on call, the employee shall be reimbursed for all telephone calls made by the employee in responding to a call to the hospital, upon production of satisfactory evidence to the employer.

19. Uniform and Laundry Allowances

- (i) Subject to subclause (iii) of this clause, sufficient, suitable and serviceable uniforms, including one pair of shoes per annum which shall be of a recognised acceptable standard for the performance of nursing duties, and one cardigan or jacket shall be supplied free of cost to each employee required to wear a uniform. An employee to whom a new uniform or part of a uniform has been issued who, without good reason, fails to return the corresponding article last supplied shall not be entitled to have such article replaced without payment therefore at a reasonable price.

- (ii) An employee, on leaving the service of an employer, shall return any uniform or part thereof supplied by that employer which is still in use immediately prior to leaving.
- (iii)
 - (a) In lieu of supplying uniforms and shoes to an employee, an employer shall pay the said employee the sum set out in Item 10 of Table 2 - Other Rates and Allowances, of Part B, Monetary Rates, for uniforms and the sum set out in Item 11 of Table 2 for shoes per week.
 - (b) In lieu of supplying stockings to an employee, the employer shall pay the said employee the sum set out in Item 12 of Table 2 per week.
 - (c) In lieu of supplying a cardigan or jacket to an employee, the employer shall pay the said employee the sum set out in Item 13 of Table 2 per week.
 - (d) If, in any hospital, the uniforms of an employee are not laundered at the expense of the hospital an allowance of the sum set out in Item 14 of 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.
 - (e) Where the employer requires any employee to wear headwear, the hospital shall provide headwear free of charge to the employee.
 - (f) In lieu of supplying socks to an employee, the employer shall pay the said employee the sum set out in Item 15 of Table 2 per week.
 - (g) The allowances referred to subclause (iii) are also payable during any period of paid leave.

20. 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.
- (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.

21. Overtime

- (i) Subject to subclause (ii) an employer may require an employee to work reasonable overtime.
- (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 their intention to refuse it; and
 - (e) any other relevant matter.

- (iv) (a) Subject to paragraph (b) all time worked by employees other than Directors of Nursing in excess of the rostered daily ordinary hours of work shall be overtime and shall be paid for at the rate of time and one half for the first two hours and double time thereafter in respect of each overtime shift worked or in respect of overtime worked prior to or at the conclusion of a normal shift. Provided that overtime worked on Sundays shall be paid for at the rate of double time and on public holidays at the rate of double time and one half.
- (b) All time worked by permanent part time employees, in excess of the rostered daily ordinary hours of work prescribed for the majority of full-time employees employed on that shift in the ward or section concerned shall be paid for at the rate of time and one half for the first two hours and double time thereafter except that on Sundays such overtime shall be paid for at the rate of double time and on public holidays at the rate of double time and one half.

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 ordinary hours for that day and shall be paid at the ordinary rate of pay.

- (c) Where a casual employee works in excess of the daily ordinary hours of work prescribed for the majority of full-time employees employed on that shift in the ward or section concerned, the casual employee will be paid in accordance with Table 4.
- (vi) 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 (4) hours, the employee shall be released from duty provided that this subclause does not apply to a Director of Nursing.
- (vii) All full-time and part-time employees required to work overtime following on the completion of their normal shift for more than two (2) hours shall be allowed twenty minutes for the partaking of a meal and a further twenty (20) 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.
- (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 Item 16 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 their rostered day off, the appropriate meal breaks for that shift, as prescribed by Clause 7, 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) Periods free from duty after working overtime will be provided by the employer in accordance with Clause 8.

Time Off in Lieu of Overtime

- (xiii) In lieu of receiving payment for overtime in accordance with this clause 21, an employee may elect to be compensated by way of time off in lieu of overtime (TOIL) on the following basis:

- (a) TOIL will be accumulated to a maximum of one week of contracted hours of work, unless otherwise agreed between the employee and employer.
- (b) The employer reminds employees that taking accumulated annual leave each year is an important part of workload management, as it provides a break for employees to ensure they are refreshed.
- (c) The employer supports accumulation of TOIL, particularly where annual leave, public holiday leave and extra shift leave balances are below the equivalent of 4 weeks' leave.
- (d) TOIL can be taken at times agreed between the employee and employer.
- (e) The employer may direct an employee to take TOIL during periods of low patient activity where it is reasonable to do so.
- (f) The employer must pay out TOIL if it is not used within 6 months unless the Director of Nursing (or delegate) assesses that the accrual will be utilised for operational requirements in the foreseeable future.
- (g) The employer may choose to pay out TOIL if accumulated hours are greater than one week of contracted hours, or the maximum hours agreed under (a) above.
- (h) TOIL accrues at the applicable overtime rate. For example, if the overtime rate was time and one half, one hour accrues 1.5hrs of TOIL. TOIL is debited on an hour for hour basis (and the employee is paid at the ordinary rate of pay for that hour of TOIL).

22. Payment and Particulars of Wages and Allowances

- (i) All salaries and other payments shall be paid weekly or fortnightly, provided that payment for any overtime worked may be deferred to the pay day next following the completion of the working cycle within which such overtime is worked, but for no longer; provided further that the payment of shift and weekend penalties relating to work performed in the second week of a fortnightly roster period may be deferred to the pay day next following the completion of the working cycle within which such shifts were worked, but for no longer.
- (ii) Employees shall have their salary paid into bank or other financial institution accounts as nominated by the employee. Salaries shall be deposited by hospitals in sufficient time to ensure that wages are available for withdrawal by employees by no later than pay day, provided that this requirement shall not apply where employees nominate accounts with non-bank financial institutions, but in such cases facilities shall take all reasonable steps to ensure that the wages of such employees are available for withdrawal by no later than pay day.
- (iii) Notwithstanding the provisions of subclause (ii) of this clause, an employee who has given or has been given the required notice of termination of employment, in accordance with Clause 38, Termination of Employment, of this Agreement, shall be paid all monies due to them prior to ceasing duty on the last day of employment.

Where an employee is summarily dismissed or their services are terminated without due notice, any moneys due to them shall be paid as soon as possible after such dismissal or termination but in any case not more than three days thereafter.

- (iv) On each payday an employee, in respect of the payment then due, shall be furnished with a written statement containing the following particulars, namely: name, the amount of ordinary salary, the total number of hours or overtime worked, if any, the amount of any overtime payment, the amount of any other moneys paid and the purpose for which they are paid, and the amount of the deductions made from the total earnings and the nature thereof.
- (v) In the event that a payroll error arises, then an employee is encouraged to raise the matter promptly with their line manager. If the matter cannot be resolved promptly with the employee's line manager then the employee may refer the matter to more senior personnel within the Hospital. Nothing in this

process would prevent an employee from addressing their concerns through the process outlined in Clause 40 – Resolution of Disputes and/or from seeking the support of the Union or another representative. The employer will endeavour to respond to pay queries in a prompt manner.

23. Remuneration Packaging

- (i) Neither an employee nor the employer shall be compelled to enter into a remuneration packaging arrangement.
- (ii) Where the employer makes a decision to offer remuneration packaging the employer shall provide details of the proposed remuneration packaging to the employees and their workplace representatives 28 days before the introduction of the proposal.
- (iii) The terms and conditions of a package offered to an employee shall not, when viewed objectively, be less favourable than the entitlements otherwise available under the Agreement and shall be subject to the following provisions:
 - (a) The employer shall ensure that the structure of any package complies with taxation and other relevant laws.
 - (b) Employees will have the Superannuation Guarantee Contribution (SGC) calculated on their Agreement salary prior to the application of any remuneration packaging arrangements.
- (iv) A copy of the agreement shall be made available to the employee.
- (v) The employee shall be entitled to inspect details of payments made under the terms of this agreement.
- (vi) The configuration of the remuneration package shall remain in force for the period agreed between the employee and the employer.
- (vii) Where at the end of the Fringe Benefit Tax year the full amount allocated to a specific benefit has not been utilised, it will be paid as salary, which will be subject to appropriate taxation requirements. By agreement between the employer and the employee, any unused benefit may be carried forward to the next period on the basis that any FBT obligation is accepted by the employee.
- (viii) In the event that the employer ceases to attract exemption from payment of Fringe Benefit Tax, the employer may terminate all remuneration-packaging arrangements and the employee's salary will revert to the applicable Agreement classification rate the employee would have been entitled to receive but for the remuneration packaging agreement.
- (ix) One month's notice by either party is required for change or termination of a remuneration packaging agreement, unless the change or termination is brought about by legislation or an increase to the Agreement wage.
- (x) In the event that the employee ceases to be employed by the employer this agreement will cease to apply as at the date of termination. Benefits not paid on or before the date of termination shall be treated as salary and the appropriate tax deducted.
- (xi) Pay increases granted to employees in accordance with this Agreement shall also apply to employees subject to remuneration packaging arrangements.
- (xii) 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 wage which would have applied to the employee in the absence of any remuneration packaging arrangements.

24. Part-Time, Casual and Temporary Employees

PART I - Permanent Part-time Employees

- (i) (a) A permanent part-time employee is an employee who is appointed to work a specified number of hours which are less than an average of 38 ordinary hours per week and whose hours are reasonably predictable.
- (b) Before commencing employment as a part-time employee, the employee and the employer will agree in writing the guaranteed minimum number of hours to be worked per week, fortnight or four week cycle and the rostering arrangements which will apply to those hours. The terms of the agreement may be varied by agreement and recorded in writing.
- (c) By agreement between employer and employee, the specified number of hours may be balanced over a week, a fortnight or four weeks. Provided that the average weekly hours shall be deemed to be the specified number of hours for the purposes of accrual of annual leave.
- (d) 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.
- (e) Provided further that there shall be no interruption to the continuity of employment merely by reason of an employee, whose hours are balanced over a fortnight or over four weeks, not working in any one week in accordance with paragraph (b).
- (ii) The terms of this Agreement will apply on a pro rata basis to permanent part time employees on the basis that the ordinary weekly hours for full time employees are 38. Accordingly, permanent part time employees shall be paid an hourly rate calculated on the basis of one thirty-eighth of the appropriate rate prescribed by Clause 11, Wages and Allowances, of this Agreement and, where applicable, one thirty-eighth of the appropriate allowance or allowances prescribed by Clause 13, Special Allowances, of this Agreement, and one thirty-eighth of the appropriate allowances prescribed by Clause 19, Uniform and Laundry Allowances of this Agreement, but shall not be entitled to an additional day off or part thereof, as prescribed by subclauses (iv) and (vi) of Clause 7, Hours of Work and Free Time of Employees Other Than Directors of Nursing. The minimum rostered engagement for part-time employees will be four (4) hours.
- (iii) Four weeks' Annual Leave on ordinary pay is to be granted per annum, except for shift workers who shall receive five weeks of annual leave. The provisions of subclauses (v) to (xi) of Clause 25, Annual Leave and Public Holidays, and Clause 26, Annual Leave Loading, of this Agreement shall apply to employees engaged under Part I of this clause. The remaining provisions of Clause 25, Annual Leave and Public Holidays shall not apply.

Where an employee has any period of permanent part-time employment during any 12 months 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.

- (iv) A public holiday occurring on an ordinary working day shall be allowed to employees without loss of 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 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) To the leave prescribed by subclause (iv) of part I of this clause 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.
 - (vi) For the purpose of Part I 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.

- (vii) In addition to those public holidays prescribed in subclause (vi) of Part I of this clause, there shall be an extra public holiday each year. This additional public holiday will occur on the August Bank Holiday or on a date agreed by the respective employees and or their workplace representatives. This additional day may be taken by agreement between Christmas and New Year, provided that, such day is placed between Monday to Friday (inclusive) on a day which is not gazetted as a public holiday.
- (viii) The foregoing does not apply in areas where, in each year:
 - (a) a day in addition to the named public holidays specified in subclause (vi) Part I of this clause is proclaimed and observed as a public holiday; or
 - (b) two half days in addition to the named public holidays specified in subclause (vi) of Part I of this clause are proclaimed and observed as half public holidays.
- (ix) In areas where in each year one half day in addition to the named public holidays specified in subclause (vi) of Part I 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.
- (x) Employees engaged under Part I of this clause shall be entitled to all other benefits of this Agreement not otherwise expressly provided for in the same proportion as their ordinary hours of work bear to full-time hours.
- (xi) Annual Review of Part-Time Hours
 - (a) A permanent part-time employee is one who was engaged as such and who is appointed to work for a specified number of hours, which are less than those prescribed for a full-time employee.
 - (b) At the request of an employee, the hours worked by the employee will be reviewed annually.
 - (c) Where the employee is regularly working more than their specified contracted hours, then it may be agreed that such contracted hours will be adjusted by the employer, to reflect the hours regularly worked. The agreement of the employer will not be unreasonably withheld. Such agreement will have regard to operational requirements, both present and projected.
 - (d) The hours worked in the following circumstances will not be incorporated in the adjustment:
 - (1) if the increase in hours is as a direct result of an employee being absent on leave, such as for example, annual leave, long service leave, maternity leave, workers compensation; and
 - (2) if the increase in hours is due to a temporary increase in hours only due, for example, to the specific needs of a patient.
 - (e) Any adjusted contracted hours resulting from the review identified in this subclause should, however, be such as to reflect roster cycles and shift configurations utilised in the workplace.

PART II - Casual Employees

- (i) A casual employee is an employee engaged as such on an hourly basis and is not a part-time or full-time employee.
- (ii) A casual employee shall be paid the minimum hourly rate applicable to their classification and pay point calculated on the basis of 1/38th of the weekly rate appropriate to the employee's classification, prescribed by Clause 11, Wages and Allowances of this Agreement, plus a casual loading of 25% of the minimum hourly rate applicable to their classification and pay point.

- (iii) A casual employee is not entitled to receive paid entitlements under the NES or annual leave, personal/carer's leave, compassionate leave, payment for public holidays (unless such days are worked), paid parental leave, notice of termination or redundancy pay.
- (iv) Where applicable and except where the casual employee is working overtime, a casual employee will be paid for each hour of work 1/38th of the appropriate allowance or allowances prescribed by Clause 13, Special Allowances and Clause 19, Uniform and Laundry Allowances.
- (v) A casual employee will be paid a minimum of three hours pay for each engagement.
- (vi) With respect to a casual employee the provisions of Clause 34, Deputy Directors of Nursing, Assistant Directors of Nursing, Clause 10, Rosters and Clause 17, 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 (iv) and (iv) of Clause 7, Hours of Work and Free Time of Employees Other Than Directors of Nursing.
- (vii) A casual employee who is required to and does work on a public holiday as defined in sub-clauses (iii) and (iv) of Clause 25, 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) of Part II in respect of such work.
- (viii) For the entitlement to payment in respect of long service leave, the *Long Service Leave Act 1955* will apply.
- (ix) Casual Conversion
 - (a) Casual conversion will be in accordance with the NES save that the employer must make the offer after the employee has been employed by the employer for a period of 6 months beginning the day the employment started.

PART III - Temporary Employees

- (i) A temporary employee is one engaged for a set period not exceeding 13 weeks.
- (ii) A temporary employee shall be paid, in addition to all rates and allowances to which the said employee is entitled under this Agreement, an allowance equal to 10 per centum of the rates prescribed for the employee's classification by Clause 11, Wages and Allowances, of this Agreement, provided that this subclause shall cease to apply upon:
 - (a) The said period of engagement being extended after the said period of 13 weeks;
 - (b) The employer and the employee agreeing during the said period of 13 weeks, that the employee shall be employed on a permanent part-time or full-time basis.
- (iii) For entitlement to payment in respect of annual leave, refer to Clause 25, Annual Leave and Public Holidays.

25. Annual Leave and Public Holidays

- (i) Annual leave will accrue on a pro rata basis and be credited to the employee progressively in accordance with the provisions of the NES contained in the FW Act.
 - (a) Employees required to work on a seven (7) day basis - six (6) weeks annual leave per annum.
 - (b) All other employees - 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 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 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.
- (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 upon by the respective employees and or their workplace representatives and the respective employers;
 - (3) as an additional public holiday between Christmas and New Year; provided that such day is placed between Monday to Friday (inclusive) and which is not gazetted as a public holiday.

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

- (4) a day in addition to the named public holidays specified in subclause (iii) is proclaimed and observed as a public holiday; or

- (5) two half days in addition to the 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 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 7, 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, and
 - (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, ¼ of the amount of credited annual leave of the employee at the time that the direction is given.
- (viii) (a) Each employee before going on leave shall be paid for the period of the leave at the ordinary rate of salary to which the employee is entitled under this Agreement. Where an employee has any period of permanent part-time employment 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 the employee's 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.
- (ix) **Cashing out of Annual Leave**

Annual leave credited to an employee may be cashed out, subject to the following conditions:

 - (a) paid annual leave must not be cashed out if the cashing out would result in the employee's remaining accrued entitlement to paid annual leave being less than 4 weeks; and

- (b) each cashing out of a particular amount of paid annual leave must be by a separate agreement in writing between the employer and the employee; and
- (c) 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.
- (x) 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 the employee's 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, and in calculating such payment no deduction is to be made for accommodation or board.
- (xi) (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

provided that an employee may elect to be paid when proceeding on annual leave an amount equivalent to the value of their additional leave entitlement in lieu of taking the additional leave. Such election is to be made in writing by the employee at the commencement of each year of employment and is irrevocable during the currency of that year of employment.

- (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 (ix).
- (xii) **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.

26. Annual Leave Loading

- (i) Before an employee is given and takes an annual holiday, or whereby agreement between the employer and the employee the annual holiday is given and taken in more than one separate period, then before each of such separate periods the employer shall pay the employee a loading determined in accordance with this clause.
- (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 25, Annual Leave and Public Holidays, of this Agreement, or in the case of part-time employees for the period of holiday given and taken and due to the employee.
- (iii) The loading is to be calculated in relation to any period of annual holiday to which the employee becomes or has become entitled since 31 December 1973 and which commences on or after 11 July 1974 or, where such a holiday is given and taken in separate periods, then in relation to each such separate period.

- (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 holiday together with any allowances prescribed by subclause (iii) of Clause 13, Special Allowances, of this Agreement.
- (v) No loading is payable to an employee who takes an annual holiday wholly or partly in advance; provided that, if the employment of such an employee continues until the day when the employee would have become entitled under the said Clause 25, 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. This subclause applies where an annual holiday has been taken wholly or partly in advance after 31 December 1973 and the entitlement to the holiday arises on or after 11 July 1974.
- (vi)
 - (a) When the employment of an employee is terminated by his employer after 11 July 1974 for a cause other than misconduct, and at the time of termination the employee has not been given and has not taken the whole of an annual holiday to which he became entitled after 31 December 1973, he shall be paid a loading calculated in accordance with subclause (iv) of the period not taken.
 - (b) Except as provided by paragraph (a) of this subclause no loading is payable on the termination of an employee's employment.
- (vii) This clause extends to an employee who is given and takes an annual holiday and who would have worked as a shift worker if the employee had not been on holidays; provided that, if the amount to which the employee would have been entitled by way of shift work allowances and weekend penalty rates to the ordinary time (not including time on a public or special holiday) which the employee would have worked during the period of the holiday exceeds the loading calculated in accordance with this clause, then that amount shall be paid to the employee in lieu of the loading.

27. Personal/Carer's Leave

Subject to the following limitations and conditions, a full time employee is entitled to 76 hours' paid personal/carers leave for each completed year of service.

- (i) **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.
- (ii) An employee shall not be entitled to sick leave on full pay for any period in respect of which such employee is entitled to workers' compensation provided, however, that an employer shall pay to an employee who has sick leave entitlement under this clause the difference between the amount received as workers' compensation and ordinary pay. The employee's sick leave entitlement under this clause shall, for each week during which such difference is paid, be reduced by that proportion of 38 hours which the difference paid bears to full pay.
- (iii) **Documentary evidence for sick leave purposes:** the employee must give the employer documentary evidence which may be in the form of either:
 - a) If is reasonably practicable to do so – a medical certificate from a registered health practitioner;
 - b) If it is not reasonably practicable for the employee to give the employer a medical certificate – a statutory declaration made by the employee.
- (iv) The employer may dispense with the requirements of a certificate from a registered health practitioner or statutory declaration when the absence does not exceed two consecutive days or where, in the employer's opinion, the circumstances are such as not to warrant such requirement.

- (v) Each employee shall notify the employer of an absence from work due to illness or injury as soon as is practicable and, in any case, within 24 hours of the commencement of the rostered shift and as far as possible, inform the employer of the nature of the injury or illness and 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. Casual employees have no entitlement to personal leave.
- (vii) With respect to an employee who is eligible for sick leave and who complies with all obligations under this clause including producing relevant documentary evidence to the effect that they have been incapacitated while on annual leave or long service leave, the employer may re-credit such employee with an equivalent period of annual leave or long service leave(viii) 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 the employee's care or support because of a personal illness or injury affecting the member or there is an unexpected emergency affecting the member, shall be entitled to use, in accordance with this 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) Documentary evidence for personal/carer's leave purposes: in accordance with the FW Act, the employee shall, if required by the employer provide documentary evidence in relation to a period of carer's leave taken or to be taken by the employee to provide care or support to a member of the employee's immediate family or a member of the employee's household. The employee shall, if required,
 - (1) establish either by production of satisfactory documentary evidence, the illness of the person concerned and that the illness is such as to require care by another person, or
 - (2) establish by production of documentation acceptable to the employer or a statutory declaration, the nature of the emergency and that such emergency resulted in the person concerned requiring care by the employee.
 - (3) In normal circumstances, an employee must not take carer's leave under this subclause where another person had taken leave to care for the same 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.

(ix) Unpaid Leave for Family Purpose

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.

- (x) 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.

An employer must not fail to re-engage a casual employee because the employee accessed the entitlements provided for in this clause. The rights of an employer to engage or not to engage a casual employee are otherwise not affected.

(xi) 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 21, 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.

(xii) 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.

(xiii) 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.

(xiv) Annual Leave

- (a) An employee may elect with the consent of the employer to take annual leave not exceeding ten days in single day periods, or part there-of, in any calendar year at a time or times agreed by the parties.
- (b) Access to annual leave, as prescribed in paragraph (a) of this subclause, shall be exclusive of any shutdown period provided for elsewhere under this Agreement.
- (c) An employee and employer may agree to defer payment of the annual leave loading in respect of single day absences, until at least five consecutive annual leave days are taken.
- (d) An employee may elect with the employers agreement to take annual leave at any time within a period of 24 months from the date at which it falls due.

- (xv) Nothing in this clause will result in a material change from the Sick Leave and Personal/Carer's Leave clauses of the former *Healthscope Limited and NSWNMA/ANF Enterprise Agreement 2013-2015*.

28. Long Service Leave

- (i) For long service leave falling due prior to 20th February 1981, see *Long Service Leave Act 1955*.
- (ii) For long service leave falling due after 20th February 1981 the following provisions shall apply:
- (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.
- (2) 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) If such employee dies before entering upon such extended leave, or if after having entered upon the same dies before its termination, his widow, or in the case of a widower leaving children his children or their guardians or other dependent relatives or their legal representatives, shall be entitled to receive the monetary value of the leave not taken or not completed, as the case may be, and computed at the rate of salary which the employee had been receiving at the time of death.
- (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:
- (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.

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.

- (g) Employees with ten or more years' service with the employer may request in writing to have all or part of their long service leave entitlement paid out in cash or contributed into superannuation instead of taking leave.
- (h) Long service leave is to be taken by mutual agreement. Failing agreement, the employer may give the employee six months' notice of the intent of the employee to take leave.

Provided that, where an employee makes a written request to take long service leave which has not been approved by the employer, that employee shall not be directed to take long service leave for a period of 12 months after that request.

29. Compassionate Leave

- (i)
 - (a) An employee shall be entitled to up to two days compassionate leave without deduction of pay, where a person described in Clause 6, Definitions contracts or develops a personal illness or injury that poses a serious threat to life or dies.
 - (b) The employee must notify the employer as soon as practicable of the intention to take Compassionate Leave and will, if required by the employer, provide to the satisfaction of the employer proof of death or life threatening illness or injury.
 - (c) Compassionate leave shall be available to the employee in respect to a person prescribed for the purposes of personal/carer's leave as set out in Clause 6, Definitions provided that, for the purpose of bereavement leave, the employee need not have been responsible for the care of the person concerned.
 - (d) Compassionate Leave may be taken in conjunction with other leave available under subclauses Clause 27, Personal/Carer's Leave. In determining such a request, the employer will give consideration to the circumstances of the employee and the reasonable requirements of the business.
- (ii) The above principles are not intended to codify completely purposes for which compassionate leave with pay may be allowed. The element of unforeseen emergency could be present in other situations, e.g.: floods and bushfires, which clearly prevent attendance for duty.

30. Family Violence Leave

- (i) For the purpose of this clause, family violence is defined as violent or threatening behaviour (including physical, sexual, emotional, psychological or financial abuse) directed towards an employee by a member of the person's immediate family or household that causes the employee physical or psychological harm that has been reported to the police and/or may be the subject of an Apprehended Violence Order.
- (ii) An employee experiencing family and domestic violence will have access to up to five (5) days per year of paid leave to attend legal proceedings, counselling, appointments with a medical or legal practitioner and relocation and safety activities directly associated with alleviating the effects of family and domestic violence. This leave entitlement is non-cumulative from year to year.
- (iii) Upon exhaustion of the paid leave entitlement, an employee may request further periods of unpaid leave, for the same activities for which paid leave would be available.
- (iv) To access paid and unpaid leave, where requested, the employee will provide the employer with evidence, to the employer's satisfaction, substantiating the purpose(s) of the leave and that the leave

is related to alleviating the effects of family violence. Whilst an employer may accept a variety of evidence in support of an application for leave, if requested by the employer, the evidence shall constitute an Apprehended Violence Order or Police Report. In collecting evidence in support of a leave application, to protect privacy, it will be sufficient for the Employer to source evidence establishing the definition of family violence. It will therefore generally be unnecessary to access significant detail related to the precise circumstances of the family violence.

- (v) Matters related to family violence can be sensitive matters and therefore, information collected by an employer associated with accessing leave will be managed in a sensitive manner. Employees encountering circumstances of family violence are also encouraged to discuss other ways where the Employer may be able to assist them.

31. Staff Amenities

The employer shall provide for the use of employees:

- (i) A suitable changing room and adequate washing and toilet facilities;
- (ii) An employer will provide a secure area which may include a locker for the keeping of personal effects of such employee in each ward area.
- (iii) An employer shall provide for an employee morning and afternoon tea, supper and early morning tea (which shall include tea or coffee together with milk and sugar) when the employee is on duty, at times appropriate for the partaking thereof, and shall provide also for such an employee, who requires them, meals of a reasonable standard, which fall due during the duty period, and for such meals so provided may make a charge, provided that the charge for breakfast shall be the sum set out in Item 17 of Table 2 - Other Rates and Allowances, of Part B, Monetary Rates and the sum set out in Item 18 of Table 2 for other meals. The charges referred to in this subclause are to be adjusted in accordance with the movement in Consumer Price Index All Groups Weighted Average eight (8) Capital Cities. The employers are entitled to set prices for meals at a level to cover labour and ingredient costs.

32. Anti-Bullying

- (i) The employer aims to provide a workplace free of bullying and other inappropriate workplace behaviour. Where an employee encounters what they deem inappropriate workplace behaviour, they are encouraged to address this conduct through (1) appropriate personal feedback to the person(s) concerned and/or (2) by discussing this matter with relevant management personnel.
- (ii) Nothing in this Agreement prevents an employee from seeking support from any relevant jurisdiction or from engaging the NSWNMA or another representative.

33. 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:

Less than 40 beds - a Deputy Director of Nursing except where:

- (a) the Registered Nurses at the hospital are all given the same duties and no Registered Nurse is delegated Deputy Director of Nursing duties; and
- (b) the Director of Nursing perceives no requirement for a Deputy Director of Nursing to be employed.

40 beds and over but less than 75 beds - a Deputy Director of Nursing except where:

- (a) at least two full time equivalent Nursing Unit Managers are employed; and
- (b) the Director of Nursing perceives no requirement for a Deputy Director of Nursing to be employed.

75 beds and over but less than 150 beds - a Deputy Director of Nursing

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 as at 1 January 1998 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/midwife 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/midwife 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 Employees

- (i) Medical examination of employees will be in accordance with the employer's policy as varied from time.
- (ii) The costs involved in the various screening and protection procedure shall be borne by the employer.

36. Domestic Work

- (i) Except as provided in this clause, nurses, midwives, student nurses, enrolled nurses and assistants-in-nursing/midwifery 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/midwifery staff: but this provision shall not preclude the employment of nurses, midwives, student nurses, enrolled nurses and assistants-in-nursing/midwifery 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/midwife, enrolled nurse or an assistant-in-nursing/midwifery 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

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

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

38. Termination of Employment

- (i) Except for misconduct justifying summary dismissal, subject to 37(ii) below, the following notice periods will apply upon termination of employment:

Employee's period of continuous service with the employer at the end of the day the notice is given	Period
Not more than 1 year	1 week
More than 1 year but not more than 3 years	2 weeks
More than 3 years but not more than 5 years	3 weeks
More than 5 years	4 weeks

- (ii) An employee who is a Director of Nursing, will be entitled to 4 weeks' notice or by the payment of twenty eight days salary in lieu thereof regardless of length of service.
- (iii) If an employee is over 45 years old and has completed at least 2 years of continuous service with the employer at the end of the day the notice is given the employee is entitled to 1 weeks' additional leave.
- (iv) No employee shall, without the consent of the employer, resign without having given fourteen days' notice (or in the case of a director of nursing, twenty eight days' notice weeks' notice) of intention so to do or forfeiting salary earned during the pay period current at the time of resignation; provided that in no circumstances shall the employee other than a Director of Nursing forfeit more than fourteen days' pay, and a director of nursing more than twenty eight days pay at the rates prescribed for the employee's classification by Clause 11, Wages and Allowances, of this Agreement.
- (v) Upon the termination of the services of an employee, the employer shall furnish the employee with a written statement, surely signed by or on behalf of the employer, setting out the period of the employment and the capacity in which the employee was employed.
- (vi) Employees who have accrued additional days off duty pursuant to subclause (viii) of Clause 7, Hours of Work and Free Time of Employees Other Than Directors of Nursing, shall be paid for such accrued time at ordinary rate of pay upon termination.
- (vii) Prior to reaching any decision to terminate the employment of an employee on grounds other than would justify summary dismissal, the employer will:
- (a) Inform the employee that the termination of their employment is being considered;
 - (b) Advise the employee of the reasons for termination; and

- (c) Provide the employee with an opportunity to show cause why their employment should not be terminated.
- (viii) An employee shall be given reasonable time to respond, and shall be provided with details of any relevant material. An employee who wishes to be represented may be represented by a workplace representative.

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, 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.
- (ii) Any employee required to attend Workplace 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 11, Wages and Allowances, and Clause 13, Special Allowances, subclauses (i) and (ii), of this Agreement; plus, where appropriate, the casual loading prescribed in Clause 24 Part-time, Casual and Temporary Employees of this Agreement for employees engaged otherwise than as a full-time or permanent part-time employee.

40. Resolution of Disputes

- (i) With a view to an amicable and speedy settlement of all disputes, including about any matter in this agreement or the NES, which cannot be resolved between the employees and/or their workplace representatives and the supervising staff, such dispute shall be referred to the management of the facility who will arrange for the matter to be discussed with the employee concerned and/or their workplace representative.
- (ii) Failing settlement of the issue at this level the matter shall be submitted to a committee consisting of not more than four members, two of whom shall be appointed by the employer and two elected by employees.
- (iii) For the purposes of subclause (ii), the employer shall convene a meeting or meetings of all employees, on the first available date after 1 February each year, for the election by employees of two employee representatives on the Disputes Committee. The elected workplace representatives shall continue to hold those positions until the election the following year.
- (iv) Should the steps set out in paragraphs (i) and (ii) above fail to result in a resolution of the dispute, the employees concerned, the workplace representatives or the employer may refer the matter to the Fair Work Commission or its successor ("FWC") for resolution by conciliation and, where the matter in dispute remains unresolved, arbitration.
- (v) It is a term of this Agreement that while the dispute resolution procedure is being conducted work shall continue normally unless an employee has a reasonable concern about the imminent risk to their health or safety.
- (vi) Any dispute referred to the FWC under this clause should be dealt with by a member agreed to by the parties at the time or, in default of such agreement, a member nominated by either the head of the relevant panel or the President.

(vii) **Powers of the Fair Work Commission**

- (a) The parties agree that the Arbitrator shall have the power to do all such things as are necessary for the just resolution of the dispute.
 - (b) The Arbitrator shall be provided access to the workplace to inspect or view any work, material, machinery, appliance, article, document or other thing or interview any employee who is usually engaged in work at the workplace.
 - (c) The parties agree that the Arbitrator may give all such directions and do all such things as are necessary for the just resolution and determination of the dispute, including, but not limited to those things set out in the FW Act as at the time of making the agreement.
 - (d) The parties agree that the Arbitrator shall have the power to decide on appropriate remedies to resolve the dispute.
 - (e) Subject to any review of the Arbitrator's decision or direction relating to the dispute, the decision or direction shall be accepted by all affected parties as a settlement of the dispute and shall be implemented by them.
 - (f) The parties agree to confer immunity on the Arbitrator for all matters relating to the dispute resolution between the parties.
- (viii) This clause shall not be a vehicle for the improvement or alteration to the terms of this Agreement including wages and conditions or the reopening of this agreement except where there is mutual agreement to do so. Nothing in this subclause limits the rights of either party to access the relevant court.
- (ix) To avoid any doubt employees and the employer may be represented at any stage of this dispute resolution procedure.

41. Nursing and Midwifery Workloads and Professional Standards

- (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 and midwives.
- (ii) The parties agree that existing flexibility in respect of staffing will be maintained. The current practice of staffing based on collaboration between nursing and midwifery administration and ward/unit management will continue on a shift basis, taking into account factors that may include, but are not limited to:
 - occupancy,
 - patient acuity,
 - skill mix and specialisation,
 - geography and facility layout,
 - health and safety,
 - professional nursing and midwifery standards,
 - whether a designated nurse/midwife in charge of shift has a patient load;
 - completion of mandatory training and
 - the employer's operational needs.
- (iii) The employer will endeavour to ensure that unexpected admissions do not prohibit the delivery of good nursing and midwifery care.
- (iv) Workload matters may be included on the agenda of a ward/unit meeting.

(v) Addressing Unreasonably Heavy Workloads on a Regular Basis

- (a) Should any nurse or midwife 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 manager.
- (b) The nurse/midwife manager shall investigate any issue that is raised within 48 hours and, with best endeavours, will also provide a response to the issues within 48 hours.
- (c) 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.
- (d) The employee may be represented by their workplace representatives.
- (e) If the matter is not settled with a reasonable period of time, subclauses (iii) – (vii) of Clause 40 Resolution of Disputes will apply. However, a matter cannot be referred to the Fair Work Commission until the General Secretary of the NSWNMA and the employer's NSW/ACT State Manager have met to discuss the matter.
- (f) In determining workloads, the employer is entitled to take into account the needs of the workplace including patient care and the need to roster employees at short notice in accordance with subclause (vi) of Clause 9, Rosters of this Agreement.

(vi) Addressing Immediate Workload Concerns

- (a) The Nursing/Midwifery Unit Manager or In Charge is responsible to ensure the health and safety of employees and has a duty of care to the patient to ensure the provision of safe, person-centred and evidence-based patient care.
- (b) The Nursing/Midwifery Unit Manager or In Charge must comply with their own professional obligations in accordance with their registration and delegation responsibilities. When addressing immediate workload concerns, the manager will utilise their professional judgment, and where required consult with the Director of Nursing (or delegate). The manager will then immediately implement a solution such as:
 - Prioritise clinical nursing and midwifery activities and tasks;
 - Offer additional hours for part time staff;
 - Use reasonable overtime;
 - Engage casual or agency nursing and midwifery staff;
 - Deploy nurses and midwives from other wards or units with relevant experience and competencies on the basis that it is safe to transfer care of their patients to other rostered nurses and midwives;
 - Reallocate patients and adjust case mix where possible;
 - Limit admissions when discharges occur from the ward or unit; and
 - Implement other appropriate measures.
- (c) The Nursing/Midwifery Unit Manager or In Charge will consult with the Director of Nursing (or delegate) where refusal of admission of patients to a particular ward/unit is being considered.

(vii) Replacing Leave Absences

Leave absences including sick leave will be replaced by the same skilled level nurse/midwife (e.g. RN with RN or EN with EN) or a nurse/midwife of a higher classification as far as practicable and necessary

(viii) Specials in Addition

The employer understands that some patients will require specialised clinical care. After consultation with the Director of Nursing (or delegate) where required, the NUM/MUM/In Charge will allocate nurses or midwives to patients clinically assessed as needing this specialised clinical care. This shall be in addition to the usual staffing requirements for the relevant ward/ unit, taking into consideration the needs of the patients currently within the ward/unit and the needs of the particular patient(s) concerned.

(ix) In Charge of Hospital Patient Load Arrangements

- (a) For hospitals where the In Charge does not routinely carry a patient load to provide direct patient care, those current arrangements will continue to apply.
- (b) In relation to The Hills Private Hospital, the employer will review this patient load responsibility for the In Charge of the hospital. This review will commence within 1 month after the commencement of this Agreement. The review will determine whether staffing of the hospital should be changed to facilitate the In Charge taking a lesser (or no) direct patient care load and for what periods this approach would operate. This review will be completed by no later than 2 months after the commencement of this review.

(x) 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 (The Hills Private Hospital (subject to the review outlined at clause 41(v) above), Lady Davidson Private Hospital, Campbelltown Private Hospital and Hunter Valley Private Hospital) may request the Director of Nursing (or delegate) review of 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.

42. Parental Leave

- (i) The entitlements of employees to Parental Leave are governed by the NES, including the capacity to extend the period of unpaid parental leave (Sections 75 and 76 of the FW Act) and request to work part-time (Section 65(1B) of the FW Act). The following provisions shall also apply in addition to those set out in the NES.
- (ii) Paid Entitlement
 - a. Permanent full-time and part-time employees who have at least 12 months' continuous service with the employer and who will, from the date of the birth or placement of a child, be the primary care giver for the child as defined in the NES, are entitled to 10 weeks' paid parental leave.
 - b. The paid Parental Leave entitlement above:

- i. Will be paid at the employee's base rate of pay for the employee's ordinary hours or work for the first 10 weeks immediately following the birth or placement of a child;
- ii. Can be averaged and paid to eligible employees over 20 weeks at the employee's election (noting the employee is only granted and taking 10 weeks leave despite this average pay arrangement); and
- iii. Will be paid to eligible part-time employees on a pro rata basis.

43. Superannuation

(i) Superannuation Legislation

The subject of superannuation is dealt with extensively by federal legislation including the *Superannuation Guarantee (Administration) Act 1992* (Cth), the *Superannuation Guarantee Charge Act 1992* (Cth), the *Superannuation Industry (Supervision) Act 1993* (Cth), and the *Superannuation (Resolution of Complaints) Act 1993* (Cth). This legislation deals with the superannuation rights and obligations of employers and employees. Under superannuation legislation, employees have the right to choose their own superannuation fund.

(ii) Contributions and Default Fund

Should an employee fail to nominate a fund, the employer will comply with its superannuation stapling obligations and to make superannuation contributions into the employer's default fund. In the event the employee does not have their own stapled superannuation fund, superannuation will be paid to the employer's default fund, being the Hospital Employees' Superannuation Trust Australia (HESTA), which offers a MySuper product. Contributions will be made at least monthly..

(iii) 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). 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) Changes to a sacrificed amount will be permitted in the months of February and September without incurring an administration charge. Changing from full-time to part-time or part-time to full-time employment will not be classified as a change for administration charge purposes.
- (e) The amount sacrificed must not exceed any relevant superannuation guarantee contribution limit.
- (f) The sacrificed portion of salary reduces the salary subject to PAYG Taxation deductions.
- (g) Any allowance, penalty rate, overtime payment for unused leave entitlements, other than any payments for leave taken whilst employed, shall be calculated by reference to the salary which would have applied to the employee in the absence of any salary sacrifice to superannuation. Payment for leave taken whilst employed will be at the post salary sacrificed amount.
- (h) Salary sacrifice arrangements can be cancelled by either the employer or employee at any time provided either party gives one months' notice. The employer has the right to withdraw from offering salary sacrifice to employees without notice if there is any alteration to relevant Australian Taxation legislation.

- (i) Contributions payable by the employer in relation to the Superannuation Guarantee Legislation shall be calculated by reference to the salary which would have applied to the employee under this Agreement in the absence of any salary sacrifice.
- (j) Employers will not use any amount that is salary sacrificed by an employee to negate contributions payable under the Superannuation Guarantee Legislation.
- (k) The employee shall have the portion of payable salary that is sacrificed paid as additional employer superannuation contributions into the same superannuation fund that receives the employer's SGC contributions.
- (l) Nothing in this clause shall affect the right of an employer to maintain alternate arrangements with respect to salary sacrifice for employees.
- (m) Long service leave accruals can be paid into superannuation at the employee's election.

44. Consultation

(i) Introduction of Change

(a) Employer's Duty to Notify

- (1) Where an employer has made a definite decision to introduce major changes in production, programme, organisation, structure or technology that are likely to have significant effects on employees, the employer shall notify the employees who may be affected by the proposed changes, and if requested by the employees their workplace representatives.
- (2) "Significant effects" include termination of employment, major changes in the composition, operation or size of the employer's workforce or in the skills required, the elimination or diminution of job opportunities, promotion opportunities or job tenure, the alteration of hours of work, the need for retraining or transfer of employees to other work or locations and the restructuring of jobs.

(b) Employer's Duty to Discuss Change

- (1) The employer shall discuss with the employees affected and their workplace representatives, inter alia, the introduction of the changes referred to in subclause (i) of this clause, the effects the changes are likely to have on employees and measures to avert or mitigate the adverse effects of such changes on employees, and shall give prompt consideration to matters raised by the employees and if requested by the employees, their workplace representatives in relation to the changes.
 - (2) The discussion shall commence as early as practicable after a definite decision has been made by the employer to make the changes referred to in subclause (i).
 - (3) For the purpose of such discussion, the employer shall provide to the employees concerned and their workplace representatives, all relevant information about the changes including the nature of the changes proposed, the expected effects of the changes on employees and any other matters likely to affect employees, provided that any employer shall not be required to disclose confidential information the disclosure of which would adversely affect the employer.
- (c) Where the employer proposes to change the regular roster or ordinary hours of work of an employee, other than an employee whose working hours are irregular, sporadic or unpredictable, then the following process will be followed.
- (1) The employer must consult with any employees affected by the proposed change and their representatives (if any).

- (2) For the purpose of the consultation, the employer must:
 - (a) provide to the employees and representatives mentioned in clause (44)(i)(c) information about the proposed change (for example, information about the nature of the change and when it is to begin); and
 - (b) invite the employees to give their views about the impact of the proposed change on them (including any impact on their family or caring responsibilities) and also invite their representatives (if any) to give their views about that impact.
- (3) The employer must consider any views given under clause 44(i)(c)(2)(b).

45. Redundancy

(a) Discussions Before terminations

- (1) Where the employer has made a decision that they no longer wish the job an employee has been doing to be done by anyone and pursuant to subparagraph (1) of paragraph (a) of subclause (i) of this clause, and that decisions may lead to the termination of employment, the employer shall hold discussions with the employees directly affected and if requested by the employees, their workplace representatives.
- (2) The discussions shall take place as soon as practicable after the employer has made a definite decision which will invoke the provisions of subparagraph (1) of paragraph (a) of this clause and shall cover, inter alia, any reasons for the proposed terminations, measures to avoid or minimise the terminations and measures to mitigate any adverse effects of any termination on the employees concerned.
- (3) For the purpose of the discussion the employer shall, as soon as practicable, provide to the employees concerned and their workplace representatives, all relevant information about the proposed terminations including the reasons for the proposed terminations, the number and categories of employees likely to be affected, and the number of employees normally employed and the period over which the terminations are likely to be carried out. Provided that any employer shall not be required to disclose confidential information the disclosure of which would adversely affect the employer.

(iii) Termination of Employment

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

This subclause sets out the notice provisions to be applied to terminations by the employer for reasons arising from production, programme, organisation or structure in accordance with subparagraph (1) of paragraph (a) of subclause (i) Introduction of Change:

- (1) In order to terminate the employment of an employee the employer shall give to the employee the following notice:

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

- (2) In addition to the notice above, employees over 45 years of age at the time of the giving of the notice, with not less than 2 years continuous service, shall be entitled to an additional week's notice.

- (3) Payment in lieu of the notice above shall be made if the appropriate notice period is not given. Provided that employment may be terminated by part of the period of notice specified and part payment in lieu thereof.

(b) Notice for Technological Change

This subclause sets out the notice provisions to be applied to terminations by the employer for reasons arising from "technology" in accordance subparagraph (1) of paragraph (a) of subclause (i) Introduction of Change:

- (1) In order to terminate the employment of an employee the employer shall give to the employee 3 months' notice of termination.
- (2) Payment in lieu of the notice above shall be made if the appropriate notice period is not given. Provided that employment may be terminated by part of the period of notice specified and part payment in lieu thereof.
- (3) The period of notice required by this subclause to be given shall be deemed to be service with the employer for the purposes of the *Long Service Leave Act 1955*, the Annual Leave Provisions of the NES, or any Act amending or replacing either of the Acts.

(c) Time Off During the Notice Period

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

(d) Employee Leaving During the Notice Period

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

(e) Statement of Employment

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

(f) Notice to Centrelink

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

(g) Centrelink Employment Separation Certificate

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

(h) Transfer to Lower Paid Duties

Where an employee is transferred to lower paid duties, for reasons set out in subparagraph (1) of paragraph (a) of subclause (ii) Redundancy – Discussions before termination the employee shall be entitled to the same period of notice of transfer as the employee would have been entitled to if the employee's employment had been terminated, 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 ordinary-time rate for the number of weeks' notice still owing.

(vi) **Severance Pay**

- (a) Where the employment of an employee is to be terminated under subclause (ii) Redundancy, the employer shall pay the following severance pay in respect of a continuous period of service.

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

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

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

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

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

- (4) A "week's pay" for a particular employee shall be determined according to the average week's pay received by the employee in the period immediately prior to their last date of employment equal to the number of weeks of severance pay to which the employee is entitled under subparagraphs (1) and (2) of paragraph (a) this subclause.

- (5) The employer shall also pay the following amounts to any employee terminated pursuant to this clause:

- (a) Pro rata long service leave; and
- (b) Accrued annual leave.

- (b) Incapacity to Pay

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

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

(c) **Alternative Employment**

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

46. Sabbatical Leave

An employee with 5 or more years' service may request a period of unpaid sabbatical leave. Unless agreed otherwise, an employee's request should be made at least six months in advance and should state the proposed duration and commencement date of the leave. Once a request has been made, the employer will consider the request and respond promptly. All requests for unpaid sabbatical leave will be considered subject to operational needs.

47. Union Recognition

- (i) Subject to operational requirements, paid leave of absence of up to 5 days per calendar year, non-cumulative will be granted to formally appointed union delegates, whose appointment has been previously formally advised to the employer, to:
 - (a) attend industrial relations training leave, ACTU or specific union training courses approved by the Executive of the Association; and/or
 - (b) attend annual or biennial conferences of the Association as an accredited delegate.
- (ii) Reasonable notice of requests for such leave shall be given and prior approval shall be obtained from the Hospital. In the event that such attendances create or potentially create operational difficulties at the Hospital, the Hospital will notify the Association of such difficulty. Approval of such leave shall not be unreasonably withheld.
- (iii) Leave of absence granted pursuant to this clause shall count as service for all purposes.

48. Temporary Close Down

- (i) The employer may temporarily close a part or whole of a hospital not more than once every 12 months for a period not exceeding 2 weeks (except in relation Campbelltown, Hunter Valley and Sydney Southwest where the close down may be for a period up to 3 weeks), or a longer period by agreement with a majority of employees in the part or whole of the hospital. During such a close down, an employee may be required to take paid annual leave during part or all of this period. Where an employee does not have sufficient accrued annual leave for this period, they may take annual leave in advance or may elect to take another form of Paid Leave.
- (ii) If the employee requests leave without pay for the period of the close down, leave without pay will only be considered where the employee has exhausted their Paid Leave balances.
- (iii) The employer will advise the employees in writing of a temporary close down of a site or department no less than one month before the temporary close down is to commence.
- (iv) An employee, instead of taking annual leave, annual leave in advance or other Paid Leave, may elect to utilise the following alternative options for dealing with the close down:

- a. By mutual agreement an employee may elect to be temporarily reassigned to another part of the hospital or an adjacent Healthscope private hospital or another adjacent Healthscope private facility. During any such agreed temporary reassignment, the employee will be covered by the relevant classification and the conditions applicable in this Agreement; and/or
 - b. An employee may elect to bank hours and/or accrued time off in lieu for the purpose of covering likely close down period. Where an employee proposes to bank hours or accrued time off in lieu to cover the close down period, the employer will agree to such arrangements wherever possible; and/or
 - c. An employee may seek to take another form of leave during a period of close down including a period of leave without pay.
- (v) In this clause, Paid Leave means annual leave, banked ordinary hours, TOIL and ADO balances, long service leave, extra shift leave and public holiday leave.

49. Agreement Flexibility

49.1 Notwithstanding any other provision of this agreement, an employer and an individual employee may agree to vary the application of certain terms of this agreement to meet the genuine individual needs of the employer and the individual employee. The terms the employer and the individual employee may agree to vary the application of are those concerning:

- (a) arrangements for when work is performed in relation to the timing of breaks and time off in lieu of overtime;
- (b) the simplification of allowances and the inclusion of allowances in base salary; and
- (c) the inclusion of leave loading in base salary; and
- (d) the arrangement meets the genuine needs of the employer and employee in relation to 1 or more of the matters mentioned in paragraphs (a), (b) and (c); and
- (e) the arrangement is genuinely agreed to by the employer and employee without coercion or duress.

49.2 The employer must ensure that the terms of the individual flexibility arrangement:

- (a) are about permitted matters under section 172 of the FW Act; and
- (b) are not unlawful terms under section 194 of the FW Act; and
- (c) result in the employee being better off overall than the employee would be if no arrangement was made.

49.3 The agreement between the employer and the individual employee must also:

- (a) be in writing, name the parties to the agreement and be signed by the employer and the individual employee and, if the employee is under 18 years of age, the employee's parent or guardian;
- (b) state each term of this agreement that the employer and the individual employee have agreed to vary;
- (c) detail how the application of each term has been varied by agreement between the employer and the individual employee;
- (d) detail how the agreement results in the individual employee being better off overall in relation to the individual employee's terms and conditions of employment; and

- (e) state the date the agreement commences to operate.
- 49.4 The employer must give the individual employee a copy of the agreement and keep the agreement as a time and wages record.
- 49.5 Except as provided in subclause the agreement must not require the approval or consent of a person other than the employer and the individual employee.
- 49.6 An employer seeking to enter into an agreement must provide a written proposal to the employee. Where the employee's understanding of written English is limited the employer must take measures, including translation into an appropriate language, to ensure the employee understands the proposal.
- 49.7 The agreement may be terminated:
 - (a) by the employer or the individual employee giving 14 days' notice of termination, in writing, to the other party and the agreement ceasing to operate at the end of the notice period; or
 - (b) at any time, by written agreement between the employer and the individual employee.
- 49.8 The right to make an agreement pursuant to this clause is in addition to, and is not intended to otherwise affect, any provision for an agreement between an employer and an individual employee contained in any other term of this agreement.

50. No Extra Claims

The parties agree not to pursue any extra claims except where provided for under this Agreement, Further, this provision will not apply to any improvements in conditions that may arise from any consolidation of the employer's policies.

51. Flexible Working Requests

- (i) An employee may make a flexible working request in accordance with Section 65 of the FW Act.
- (ii) Where the employer declines a request under this clause, then Clause 40 – Resolution of disputes will not apply.

PART B – Monetary Rates

Table 1 – Wages

General Classifications	HSO Agreement Rate as of 1 July 2019	FFPPCOA 1 July 2021	FFPPCOA 1 January 2022	FFPPCOA 1 July 2022	FFPPCOA 1 July 2023
		2.00%	0.50%	2.00%	2.50%
Assistant in Nursing					
1st Year	\$23.77	\$24.25	\$24.37	\$24.86	\$25.48
2nd Year	\$24.53	\$25.02	\$25.15	\$25.65	\$26.29
3rd Year	\$25.30	\$25.81	\$25.94	\$26.45	\$27.12
4th Year	\$26.09	\$26.62	\$26.75	\$27.28	\$27.97
Enrolled Nurse with Notation					
1st Year	\$29.39	\$29.97	\$30.12	\$30.73	\$31.49
2nd Year	\$30.03	\$30.64	\$30.79	\$31.40	\$32.19
3rd Year	\$30.68	\$31.29	\$31.45	\$32.08	\$32.88
4th Year	\$31.33	\$31.96	\$32.12	\$32.76	\$33.58
5th Year	\$31.98	\$32.62	\$32.79	\$33.44	\$34.28
Enrolled Nurse - No Further Qualifications					
1st Year	\$29.98	\$30.58	\$30.73	\$31.34	\$32.13
2nd Year	\$30.63	\$31.24	\$31.40	\$32.03	\$32.83
3rd Year	\$31.29	\$31.92	\$32.08	\$32.72	\$33.54
4th Year	\$31.96	\$32.59	\$32.76	\$33.41	\$34.25
5th Year	\$32.62	\$33.27	\$33.44	\$34.11	\$34.96
Enrolled Nurse - Additional Relevant Advanced Certificate per 9(iv)					
1st Year	\$30.43	\$31.03	\$31.19	\$31.81	\$32.61
2nd Year	\$31.08	\$31.70	\$31.86	\$32.50	\$33.31
3rd Year	\$31.74	\$32.38	\$32.54	\$33.19	\$34.02
4th Year	\$32.41	\$33.05	\$33.22	\$33.88	\$34.73
5th Year	\$33.07	\$33.73	\$33.90	\$34.58	\$35.44
Enrolled Nurse - Additional Relevant Advanced Diploma per 9(iv)					
1st Year	\$30.88	\$31.49	\$31.65	\$32.28	\$33.09
2nd Year	\$31.53	\$32.16	\$32.32	\$32.97	\$33.79
3rd Year	\$32.19	\$32.84	\$33.00	\$33.66	\$34.50
4th Year	\$32.86	\$33.51	\$33.68	\$34.35	\$35.21
5th Year	\$33.52	\$34.19	\$34.36	\$35.05	\$35.93
Registered Nurse / Midwife					
1st Year	\$33.08	\$33.74	\$33.91	\$34.59	\$35.46
2nd Year	\$34.88	\$35.58	\$35.76	\$36.47	\$37.38
3rd Year	\$36.68	\$37.42	\$37.60	\$38.36	\$39.31
4th Year	\$38.61	\$39.38	\$39.58	\$40.37	\$41.38
5th Year	\$40.52	\$41.33	\$41.54	\$42.37	\$43.43
6th Year	\$42.44	\$43.29	\$43.51	\$44.38	\$45.49
7th Year	\$44.62	\$45.51	\$45.74	\$46.65	\$47.82
8th Year	\$46.46	\$47.39	\$47.62	\$48.58	\$49.79
Clinical Nurse / Midwife Specialist					

Grade 1	\$48.35	\$49.31	\$49.56	\$50.55	\$51.81
Grade 2 Year 1	\$51.94	\$52.97	\$53.24	\$54.30	\$55.66
Grade 2 Year 2	\$53.63	\$54.70	\$54.98	\$56.08	\$57.48
Clinical Nurse / Midwife Consultant					
Grade 1 Year 1	\$59.45	\$60.63	\$60.94	\$62.16	\$63.71
Grade 1 Year 2	\$60.66	\$61.88	\$62.19	\$63.43	\$65.02
Grade 2 Year 1	\$61.86	\$63.10	\$63.41	\$64.68	\$66.30
Grade 2 Year 2	\$63.09	\$64.35	\$64.67	\$65.97	\$67.62
Grade 3 Year 1	\$65.51	\$66.82	\$67.15	\$68.50	\$70.21
Grade 3 Year 2	\$66.74	\$68.07	\$68.41	\$69.78	\$71.52
Nursing / Midwife Unit Manager					
Level 1	\$58.27	\$59.44	\$59.74	\$60.93	\$62.46
Level 2	\$61.04	\$62.26	\$62.57	\$63.82	\$65.42
Level 3	\$62.68	\$63.93	\$64.25	\$65.54	\$67.18
Clinical Nurse / Midwife Educator					
1st Year	\$48.94	\$49.92	\$50.17	\$51.17	\$52.45
2nd Year	\$50.55	\$51.57	\$51.82	\$52.86	\$54.18
Nurse / Midwife Educator					
Grade 1 Year 1	\$54.29	\$55.50	\$55.78	\$56.89	\$58.32
Grade 1 Year 2	\$55.87	\$57.10	\$57.39	\$58.53	\$60.00
Grade 2 Year 1	\$57.18	\$59.40	\$59.70	\$60.89	\$62.41
Grade 2 Year 2	\$57.95	\$60.60	\$60.90	\$62.12	\$63.67
Grade 3 Year 1	\$60.16	\$62.90	\$63.21	\$64.48	\$66.09
Grade 3 Year 2	\$61.30	\$64.10	\$64.42	\$65.71	\$67.35
Senior Nurse / Midwife Educator					
1st Year	\$61.63	\$62.86	\$63.17	\$64.44	\$66.05
2nd Year	\$62.90	\$64.15	\$64.47	\$65.76	\$67.41
3rd Year	\$65.00	\$66.30	\$66.63	\$67.96	\$69.66
Nurse / Midwife Practitioner					
1st Year	\$64.02	\$65.30	\$65.63	\$66.94	\$68.61
2nd Year	\$65.24	\$66.54	\$66.87	\$68.21	\$69.92
3rd Year	\$66.48	\$67.81	\$68.14	\$69.51	\$71.25
4th Year	\$67.74	\$69.09	\$69.44	\$70.83	\$72.60
Asst DON					
100 beds and over	\$62.68	\$63.93	\$64.25	\$65.54	\$67.18

Table 1B – Wages – Transferring Employees

Transferring Employees - General Classifications	Transferring Employees Rate of Pay FFPPOA 1 July 2021	Transferring Employees Rate of Pay FFPPOA 1 July 2022	Transferring Employees Rate of Pay FFPPOA 1 July 2023
Assistant in Nursing			
1st Year	\$24.38	\$24.86	\$25.48
2nd Year	\$25.16	\$25.65	\$26.29
3rd Year	\$25.95	\$26.45	\$27.12
4th Year	\$26.75	\$27.28	\$27.97
Enrolled Nurse with Notation			
1st Year	\$29.92	\$30.73	\$31.49
2nd Year	\$30.58	\$31.40	\$32.19
3rd Year	\$31.23	\$32.08	\$32.88
4th Year	\$31.89	\$32.76	\$33.58
5th Year	\$32.56	\$33.44	\$34.28
Enrolled Nurse - No Further Qualifications			
1st Year	\$30.58	\$31.34	\$32.13
2nd Year	\$31.22	\$32.03	\$32.83
3rd Year	\$31.89	\$32.72	\$33.54
4th Year	\$32.56	\$33.41	\$34.25
5th Year	\$33.22	\$34.11	\$34.96
Enrolled Nurse - Additional Relevant Advanced Certificate			
1st Year	\$30.58	\$31.81	\$32.61
2nd Year	\$31.22	\$32.50	\$33.31
3rd Year	\$31.89	\$33.19	\$34.02
4th Year	\$32.56	\$33.88	\$34.73
5th Year	\$33.22	\$34.58	\$35.44
Enrolled Nurse - Additional Relevant Advanced Diploma			
1st Year	\$30.58	\$32.28	\$33.09
2nd Year	\$31.22	\$32.97	\$33.79
3rd Year	\$31.89	\$33.66	\$34.50
4th Year	\$32.56	\$34.35	\$35.21
5th Year	\$33.22	\$35.05	\$35.93
Registered Nurse / Midwife			
1st Year	\$33.93	\$34.59	\$35.46
2nd Year	\$35.77	\$36.47	\$37.38
3rd Year	\$37.61	\$38.36	\$39.31
4th Year	\$39.59	\$40.37	\$41.38
5th Year	\$41.56	\$42.37	\$43.43
6th Year	\$43.51	\$44.38	\$45.49
7th Year	\$45.75	\$46.65	\$47.82
8th Year	\$47.63	\$48.58	\$49.79

Clinical Nurse / Midwife Specialist			
Grade 1	\$49.57	\$50.55	\$51.81
Grade 2 Year 1	\$53.25	\$54.30	\$55.66
Grade 2 Year 2	\$55.00	\$56.08	\$57.48
Clinical Nurse / Midwife Consultant			
Grade 1 Year 1	\$59.59	\$62.16	\$63.71
Grade 1 Year 2	\$60.81	\$63.43	\$65.02
Grade 2 Year 1	\$62.01	\$64.68	\$66.30
Grade 2 Year 2	\$63.24	\$65.97	\$67.62
Grade 3 Year 1	\$65.67	\$68.50	\$70.21
Grade 3 Year 2	\$66.89	\$69.78	\$71.52
Nursing / Midwife Unit Manager			
Level 1	\$59.76	\$60.93	\$62.46
Level 2	\$62.59	\$63.82	\$65.42
Level 3	\$64.28	\$65.54	\$67.18
Clinical Nurse / Midwife Educator			
1st Year	\$51.58	\$52.61	\$53.92
2nd Year	\$53.25	\$54.32	\$55.67
Nurse / Midwife Educator			
Grade 1 Year 1	\$57.65	\$58.81	\$60.28
Grade 1 Year 2	\$59.30	\$60.48	\$62.00
Grade 2 Year 1	\$61.71	\$62.94	\$64.52
Grade 2 Year 2	\$62.94	\$64.19	\$65.80
Grade 3 Year 1	\$65.35	\$66.66	\$68.32
Grade 3 Year 2	\$66.56	\$67.90	\$69.59

*Rates of pay outlined in 2022/23 are not applicable to current Transferring Employees at Northern Beaches Hospital (see below)

- a) For Migrating Employees who are Enrolled Nurses and in receipt of the certificate or advance diploma allowance under clause 13 of the Copied State Award, these Migrating Employees will continue to be in receipt of their base rate of pay and the applicable allowance until 30 June 2022. From 1 July 2022, these Employees will be transitioned to the rate of pay that is inclusive of this allowance, outlined in Table 1 – Wages.
- b) For Migrating Employees who are Clinical Nurse / Midwife Educator or Nurse / Midwife Educator, the rate of pay is greater than the rate of pay, outlined in Table 1 – Wages from 1 July 2022. For these Migrating Employees, the employer will preserve their rate of pay as of 1 July 2021, outlined in Table 1A – Wages and apply the 2.00% wage increase from 1 July 2022 and 2.50% increase from 1 July 2023 (the employer commits to applying this process to subsequent wage increases negotiated in the future).

Table 2 – Other Rates and Allowances & Table 3 – On Call Allowances

Allowances	Item No.	From the First Full Pay Period to Commence on or After Nominated Dates					
		Clause Reference	HSO EA Allowance as of 1 July 2019	1-Jul-21	1-Jan-22	1-Jul-22	1-Jul-23
				2.00%	0.50%	2.00%	2.50%
In Charge							
In Charge Hospital, day, evening or night shift	1	13(1)(a)	\$30.68	\$31.29	\$31.45	\$32.07	\$32.88
In Charge ward/unit in absence of NUM	2	13(i)(b)	\$30.68	\$31.29	\$31.45	\$32.07	\$32.88
In Charge of ward/unit and Hospital no NUM <100 beds	9	13(v)(a)	\$45.96	\$46.88	\$47.12	\$48.06	\$49.26
Radiographic Allowance							
Radiographic Allowance Hourly	6	13(iii)	\$8.92	\$9.09	\$9.14	\$9.32	\$9.56
Radiographic Allowance Maximum	7	13(iii)	\$36.61	\$37.34	\$37.53	\$38.28	\$39.23
Clothing Allowances							
Lead Apron (per hour)	8	13(iv)	\$2.23	\$2.27	\$2.28	\$2.33	\$2.39
Uniforms	10	19(iii)(a)	\$8.38	\$8.54	\$8.59	\$8.76	\$8.98
Shoes (per week)	11	19(iii)(a)	\$2.60	\$2.65	\$2.67	\$2.72	\$2.79
Stockings (per week)	12	19(iii)(b)	\$4.33	\$4.42	\$4.44	\$4.53	\$4.64
Socks (per week)	15	19(iii)(f)	\$0.84	\$0.86	\$0.87	\$0.88	\$0.90
Laundry (per week)	14	19(iii)(d)	\$6.98	\$7.12	\$7.15	\$7.30	\$7.48
Cardigan or Jacket (per week)	13	19(iii)(c)	\$2.53	\$2.58	\$2.60	\$2.65	\$2.71
Meal Allowances							
Meal Allowance on O/Time	16	21(ix)	\$23.82	\$24.30	\$24.42	\$24.91	\$25.53
Breakfast	17	31(iii)	\$4.86	\$4.96	\$4.99	\$5.08	\$5.21
Other Meals	18	31(iii)	\$8.84	\$9.01	\$9.06	\$9.24	\$9.47
Travel Allowances	19	13(d)					
Engine Capacity			Subject to ATO Increases				

Over 2600 cc			Subject to ATO Increases				
1601 - 2600 cc			Subject to ATO Increases				
Under 1600 cc			Subject to ATO Increases				
Qualification Allowance							
Hosp Post Registration/Post Grad Cert (per week)	20	13(ii)	\$44.41	\$45.30	\$45.52	\$46.43	\$47.60
Post Grad Certificate (per week)	21	13(iii)	\$44.41	\$45.30	\$45.52	\$46.43	\$47.60
Post Grad Diploma/Degree (per week)	22	13(iv)	\$67.31	\$68.65	\$69.00	\$70.38	\$72.14
Masters Degree/Doctorate (per week)	23	13(v)	\$81.63	\$83.26	\$83.67	\$85.35	\$87.48
On Call Allowance - per 24 Hours Unless Stated Otherwise - Clause 13(ii)(a)							
Hospital	HSO EA Allowance as of 1 July 2019	01/07/2021 2.00%	01/01/2022 0.50%	01/07/2022 2.00%	01/07/2023 2.50%		
Norwest PH (per 6 hours only on Sat/Sun/PH)	\$28.74	\$29.31	\$29.46	\$30.05	\$30.80		
Norwest PH - Other than circumstances specified above - 24 hours	\$32.86	\$33.52	\$33.68	\$34.36	\$35.22		
POW PH - Theatres (only on Sat/Sun/PH) - 24 hours	\$50.00	\$51.00	\$51.26	\$52.28	\$53.59		
POW PH - Cardiac Theatres (Mon - Fri) - 24 hours	\$50.00	\$51.00	\$51.26	\$52.28	\$53.59		
POW PH - Cardiac Theatres (only on Sat/Sun/PH) - 24 hours	\$100.00	\$102.00	\$102.51	\$104.56	\$107.17		

POW PH - Other than circumstances specified above - 24 hours	\$32.86	\$33.52	\$33.68	\$34.36	\$35.22		
Nepean PH Theatres (only on Sun/PH) - 24 hours	\$44.56	\$45.45	\$45.68	\$46.59	\$47.76		
Nepean PH - Other than circumstances specified above - 24 hours	\$32.86	\$33.52	\$33.68	\$34.36	\$35.22		
All Other Hospitals - 24 Hours	\$32.86	\$33.52	\$33.68	\$34.36	\$35.22		
On Call Allowance - Days Rostered Off - Per 24 Hours Unless Stated Otherwise - Clause 13(ii)(b)							
POW PH - Cardiac Theatres (only on Sat/Sun/PH) - 24 hours	\$100.00	\$102.00	\$102.51	\$104.56	\$107.17		
POW PH - Other than circumstances specified above - 24 hours	\$65.70	\$67.01	\$67.35	\$68.70	\$70.41		
Norwest PH (per 6 hours only on Sat/Sun/PH)	\$28.74	\$29.31	\$29.46	\$30.05	\$30.80		
Norwest PH - Other than circumstances specified above - 24 hours	\$65.70	\$67.01	\$67.35	\$68.70	\$70.41		
All Other Hospitals - 24 Hours	\$65.70	\$67.01	\$67.35	\$68.70	\$70.41		
On Call Allowance - Meal Break - Clause 13(ii)(c)							
All Hospitals	\$14.98	\$15.28	\$15.36	\$15.66	\$16.05		

Table 4 – casual rates of pay for weekend work and overtime

The rates of pay set out in the following table apply to casual employees from the date this Agreement comes into operation. These rates will be increased by the wage increases that apply after this Agreement comes into operation.

Note that the rate of pay for working ordinary hours on a public holiday is set out in Clause 25 Part II (vii) and working overtime on a public holiday is set out in clause 21(iv)(a).

Classification	Working ordinary hours between midnight Friday and midnight Saturday	Working ordinary hours between midnight Saturday and midnight Sunday	Working Overtime Mon-Sat first 2 hours	Working Overtime Mon-Sat after 2 hours	Working Overtime Sunday
Assistant in Nursing					
1st Year	\$45.47	\$53.05	\$41.61	\$55.48	\$55.48
2nd Year	\$46.91	\$54.73	\$42.30	\$56.40	\$56.40
3rd Year	\$48.39	\$56.46	\$42.99	\$57.32	\$57.32
4th Year	\$49.91	\$58.23	\$44.39	\$59.18	\$59.18
Enrolled Nurse with Notation					
1st Year	\$44.96	\$52.45	\$45.21	\$60.28	\$60.28
2nd Year	\$45.96	\$53.62	\$45.81	\$61.08	\$61.08
3rd Year	\$46.94	\$54.76	\$46.41	\$61.88	\$61.88
4th Year	\$47.94	\$55.93	\$47.09	\$62.78	\$62.78
5th Year	\$48.93	\$57.09	\$47.55	\$63.40	\$63.40
Enrolled Nurse - No Further Qualifications					
1st Year	\$45.87	\$53.52	\$45.21	\$60.28	\$60.28
2nd Year	\$46.86	\$54.67	\$45.81	\$61.08	\$61.08
3rd Year	\$47.88	\$55.86	\$46.41	\$61.88	\$61.88
4th Year	\$48.89	\$57.03	\$47.09	\$62.78	\$62.78
5th Year	\$49.91	\$58.22	\$47.55	\$63.40	\$63.40
Enrolled Nurse - Additional Relevant Advanced Certificate per 9(iv)					

Classification	Working ordinary hours between midnight Friday and midnight Saturday	Working ordinary hours between midnight Saturday and midnight Sunday	Working Overtime Mon-Sat first 2 hours	Working Overtime Mon-Sat after 2 hours	Working Overtime Sunday
1st Year	\$46.55	\$54.30	\$45.21	\$60.28	\$60.28
2nd Year	\$47.55	\$55.48	\$45.81	\$61.08	\$61.08
3rd Year	\$48.57	\$56.67	\$46.41	\$61.88	\$61.88
4th Year	\$49.58	\$57.84	\$47.09	\$62.78	\$62.78
5th Year	\$50.60	\$59.03	\$47.55	\$63.40	\$63.40
Enrolled Nurse - Additional Relevant Advanced Diploma per 9(iv)					
1st Year	\$47.24	\$55.11	\$45.21	\$60.28	\$60.28
2nd Year	\$48.24	\$56.28	\$45.81	\$61.08	\$61.08
3rd Year	\$49.26	\$57.47	\$46.41	\$61.88	\$61.88
4th Year	\$50.27	\$58.64	\$47.09	\$62.78	\$62.78
5th Year	\$51.29	\$59.83	\$47.55	\$63.40	\$63.40
Registered Nurse / Midwife					
1st Year	\$50.61	\$59.05	\$48.36	\$64.48	\$64.48
2nd Year	\$53.37	\$62.27	\$49.35	\$65.80	\$65.80
3rd Year	\$56.13	\$65.49	\$50.57	\$67.42	\$67.42
4th Year	\$59.07	\$68.92	\$51.90	\$69.20	\$69.20
5th Year	\$62.00	\$72.33	\$53.49	\$71.32	\$71.32
6th Year	\$64.94	\$75.76	\$55.05	\$73.40	\$73.40
7th Year	\$68.27	\$79.64	\$56.64	\$75.52	\$75.52
8th Year	\$71.09	\$82.93	\$58.11	\$77.48	\$77.48
Clinical Nurse / Midwife Specialist					
Grade 1	\$73.97	\$86.29	\$59.67	\$79.56	\$79.56
Grade 2 Year 1	\$79.46	\$92.70	\$61.65	\$82.20	\$82.20
Grade 2 Year 2	\$82.05	\$95.73	\$62.67	\$83.56	\$83.56
Clinical Nurse / Midwife Consultant					
Grade 1 Year 1	\$90.95	\$106.10	\$64.70	\$86.26	\$86.26
Grade 1 Year 2	\$92.82	\$108.29	\$65.87	\$87.82	\$87.82
Grade 2 Year 1	\$94.65	\$110.43	\$67.02	\$89.36	\$89.36

Classification	Working ordinary hours between midnight Friday and midnight Saturday	Working ordinary hours between midnight Saturday and midnight Sunday	Working Overtime Mon-Sat first 2 hours	Working Overtime Mon-Sat after 2 hours	Working Overtime Sunday
Grade 2 Year 2	\$96.53	\$112.61	\$67.02	\$89.36	\$89.36
Grade 3 Year 1	\$100.23	\$116.94	\$68.22	\$90.96	\$90.96
Grade 3 Year 2	\$102.11	\$119.12	\$68.22	\$90.96	\$90.96
Nursing / Midwife Unit Manager					
Level 1	\$89.16	\$104.02	\$64.70	\$86.26	\$86.26
Level 2	\$93.39	\$108.96	\$65.87	\$87.82	\$87.82
Level 3	\$95.90	\$111.88	\$67.02	\$89.36	\$89.36
Clinical Nurse / Midwife Educator					
1st Year	\$74.88	\$87.36	\$59.67	\$79.56	\$79.56
2nd Year	\$77.36	\$90.25	\$60.60	\$80.80	\$80.80
Nurse / Midwife Educator					
Grade 1 Year 1	\$83.25	\$97.13	\$64.70	\$86.26	\$86.26
Grade 1 Year 2	\$85.65	\$99.93	\$64.70	\$86.26	\$86.26
Grade 2 Year 1	\$89.10	\$103.95	\$65.87	\$87.82	\$87.82
Grade 2 Year 2	\$90.90	\$106.05	\$65.87	\$87.82	\$87.82
Grade 3 Year 1	\$94.35	\$110.08	\$67.02	\$89.36	\$89.36
Grade 3 Year 2	\$96.15	\$112.18	\$67.02	\$89.36	\$89.36
Senior Nurse / Midwife Educator					
1st Year	\$94.29	\$110.01	\$67.02	\$89.36	\$89.36
2nd Year	\$96.23	\$112.26	\$68.22	\$90.96	\$90.96
3rd Year	\$99.45	\$116.03	\$68.22	\$90.96	\$90.96
Nurse / Midwife Practitioner					
1st Year	\$97.95	\$114.28	\$74.45	\$99.26	\$99.26
2nd Year	\$99.81	\$116.45	\$76.65	\$102.20	\$102.20
3rd Year	\$101.72	\$118.67	\$76.65	\$102.20	\$102.20
4th Year	\$103.64	\$120.91	\$76.65	\$102.20	\$102.20
Asst DON					
100 beds and over	\$95.90	\$111.88	NA	NA	NA

Schedule 1: Qualifications for Qualification Allowance

QUALIFICATION ALLOWANCE – major functional groupings enabling payment for nurses holding a clinical qualification from a recognised educational institution and practising in any speciality field under that functional grouping

Critical Care/High Dependency	Medical/Surgical	Mental Health	Paediatric	Midwifery
<ul style="list-style-type: none"> Bariatric Acute Care Cardiac Nursing Cardiothoracic Coronary care Critical Care Emergency/Trauma Intensive Care Neonatal Intensive Care Paediatric Critical Care Perioperative Nursing Anaesthetics and Recovery Neuroscience Spinal Injury High Dependency Alcohol and Other Drugs 	<ul style="list-style-type: none"> High Dependency Acute Care Surgical Nursing Burns and Plastics Gastroenterology Paediatric Infection Control Medical Nursing Cancer Nursing Breast Cancer Nursing Oncology Palliative Care Orthopaedic Renal/Nephrology/Urology Respiratory Stomal Therapy Nursing Alcohol and Other Drugs Diabetes/Endocrinology 	<ul style="list-style-type: none"> Child & Adolescent Mental Health Community Psychiatric (also recognised for Emergency Departments) Mental Health/ Psychiatric Nursing Practice (also recognised for Emergency Departments) Alcohol and Other Drugs Psycho-geriatric Nursing Rural Mental Health (based on geographic location) Remote Mental Health (based on geographic location) Alcohol and Other Drugs 	<ul style="list-style-type: none"> Paediatric Family, Child and Adolescent Health Neonatology/Neonatal Paediatric & Child Health Child and Family Health Parenting Education Lactation and Infant Feeding Women's Health Paediatric Oncology Pain Management 	<ul style="list-style-type: none"> Midwifery Midwifery Continuity of Care Midwifery Practice in Risk-Associated Pregnancy Infertility and Associated Reproduction Lactation and Infant Feeding Child and Family Health

Critical Care/High Dependency	Medical/Surgical	Mental Health	Paediatric	Midwifery
	<ul style="list-style-type: none"> Neuroscience Pain management Wound Management Ophthalmology Cardio-Thoracic Bariatric 			

Rehabilitation and Habitation	Aged Care	Rural and Remote Health	Generic Courses
<ul style="list-style-type: none"> Developmental Disability Other Disability Rehabilitation Respiratory Dementia Care Pain Management 	<ul style="list-style-type: none"> Aged Care Continence Gerontology Dementia Care Psycho-geriatric Nursing 	<ul style="list-style-type: none"> Rural Health Remote Health <p><i>(to be recognised in rural/remote locations)</i></p>	<ul style="list-style-type: none"> Advanced Nursing Practice Clinical Practice Transcultural Nursing Clinical Care Infection Control Indigenous Health Nurse/Midwifery Practitioner OHS Sexual Health

Schedule 2 – Specific Provisions Related to Migrating Employees

The following entitlements will apply to Migrating Employees. Where there is any inconsistency between a term and condition applying to a Migrating Employee under this Schedule and the provisions in the Agreement, the term and condition in this Schedule applies to the extent of the inconsistency.

a) Long Service Leave

Migrating Employees accrue long service leave in accordance with clause 33 of the Copied State Award.

b) FACS Leave

Family and Community Services Leave (FACS) leave for Migrating Employees under clause 32 of the Copied State Award will continue to apply.

c) Additional Days Off (ADO)

- (i) . Within 3 months of the commencement of this Agreement, migrating employees will be rostered in accordance with clause 7 (iv).
- (ii) Any accrued ADO entitlement that a Migrating Employee has at the commencement of this Agreement will be preserved and may be taken up until the expiry date of this Agreement. Any ADOs that had been accrued prior to the making of this Agreement and are not taken before the nominal expiry of this Agreement will be paid out at the employee's ordinary rate of pay following the nominal expiry of the Agreement.
- (iii) There is no intention to change any other grandfathered ADO arrangement in relation to nurses and midwives employed at sites other than Northern Beaches Hospital.

d) Career Break Scheme

Clause 56 of the Copied State Award will continue to apply.

e) Paid Parental Leave

Paid parental leave will be 14 weeks paid at the employee's base rate of pay.

f) Leave

When Migrating Employees are covered by this Agreement, all leave balances will be maintained. This includes leave balances for of FACS, sick leave (personal/ carer's leave), annual leave and long service leave.

Schedule 3 - Break between Rostered Shifts Agreement (Sample)

AGREEMENT TO WORK WITH A MINIMUM EIGHT HOUR BREAK BETWEEN ORDINARY SHIFTS IN LIEU OF 10 HOUR BREAKS BETWEEN ORDINARY SHIFTS

I, _____ hereby agree to work rostered shifts that provide a minimum 8 hour break between shifts in lieu of a 10 hour break.

I agree to this arrangement for the following period:

- ☐ Permanent
- ☐ Temporary (insert start / finish dates below)



Commence on _____ and conclude on _____

Signature: _____

Date: _____

Execution of Agreement

This Agreement is signed by the following parties and bargaining representatives:

Name: Deborah Fogarty
Position: State Manager NSW/ACT Hospitals
Signing on behalf of: Healthscope Operations Pty Ltd
Signature: 
Address: Level 1, 312 St Kilda Road, Melbourne, 3004
Date: 23/12/2021
Witness Name: Heidi Evans
Witness Sign: 

Name: _____
Position: _____
Signing on behalf of: _____
Signature: _____
Address: _____
Date: _____
Witness Name: _____
Witness Sign: _____

Name: _____
Position: _____
Signing on behalf of: _____
Signature: _____
Address: _____
Date: _____
Witness Name: _____
Witness Sign: _____

Brett Holmes

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

Margaret Potts

WITNESS

Margaret Mary Potts
50 O'Dea Ave, Waterloo

O'Bray Smith

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

Margaret Potts

WITNESS

Margaret Mary Potts
50 O'Dea Ave, Waterloo

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

Schedule 2.2 Model flexibility term

(regulation 2.08)

Model flexibility term

- (1) An employer and employee covered by this enterprise agreement may agree to make an individual flexibility arrangement to vary the effect of terms of the agreement if:
 - (a) the agreement deals with 1 or more of the following matters:
 - (i) arrangements about when work is performed;
 - (ii) overtime rates;
 - (iii) penalty rates;
 - (iv) allowances;
 - (v) leave loading; and
 - (b) the arrangement meets the genuine needs of the employer and employee in relation to 1 or more of the matters mentioned in paragraph (a); and
 - (c) the arrangement is genuinely agreed to by the employer and employee.
- (2) 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.
- (3) The employer must ensure that the individual flexibility arrangement:
 - (a) is in writing; and
 - (b) includes the name of the employer and employee; and
 - (c) is signed by the employer and employee and if the employee is under 18 years of age, signed by a parent or guardian of the employee; and
 - (d) includes details of:
 - (i) the terms of the enterprise agreement that will be varied by the arrangement; and
 - (ii) how the arrangement will vary the effect of the terms; and
 - (iii) how the employee will be better off overall in relation to the terms and conditions of his or her employment as a result of the arrangement; and
 - (e) states the day on which the arrangement commences.
- (4) The employer must give the employee a copy of the individual flexibility arrangement within 14 days after it is agreed to.
- (5) The employer or employee may terminate the individual flexibility arrangement:
 - (a) by giving no more than 28 days written notice to the other party to the arrangement; or
 - (b) if the employer and employee agree in writing — at any time.