



# DECISION

*Fair Work Act 2009*  
s.210—Enterprise agreement

**The Trustee For Lifehouse Australia Trust T/A Lifehouse Australia**  
(AG2020/2337)

## LIFEHOUSE NURSES AGREEMENT 2019

Health and welfare services

DEPUTY PRESIDENT MASSON

MELBOURNE, 24 AUGUST 2020

*Application for variation of the Lifehouse Nurses Agreement 2019.*

[1] An application has been made for approval of a variation to the *Lifehouse Nurses Agreement 2019* (the Agreement). The application was made by The Trustee For Lifehouse Australia Trust T/A Lifehouse Australia pursuant to section 210 of the *Fair Work Act 2009* (the Act).

[2] The application seeks to vary various clauses of the Agreement. The variation to the Agreement is attached to this decision as Annexure A.

[3] I am satisfied that each of the requirements of ss.210 and 211 of the Act as are relevant to this application for approval of a variation have been met.

[4] The Applicant provided written undertakings to meet concerns that particular requirements of ss.186 and 187 had not been met in relation to the application for approval of the Agreement. The undertakings were accepted and the Agreement was approved on 18 June 2019. Those undertakings form part of the Agreement as varied.

[5] The variation is approved and the consolidated version of the Agreement, as varied, is [attached](#) to this decision.

[6] In accordance with s.216 of the Act, the variation operates from 14 July 2020.



DEPUTY PRESIDENT

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**VARIATION INSTRUMENT**

**Pursuant to Section 207 of the Fair Work Act 2009**

**Variation by agreement to the Lifehouse Nurses Agreement 2019 (the Nurses Agreement)**

The purpose of the variation is to vary the increase to wages and allowances of 2.5% scheduled for the first full pay period on or after (FFPPOA) 1 July 2020 so that it becomes 1.25% on the FFPPOA 1 July 2020 and 1.25% on the FFPPOA 1 January 2021.

Accordingly, the three variations to the Nurses Agreement are:

1. Clause 8(i) shall be deleted and replaced by the following:

- (i) The minimum salaries per week will be adjusted by the following percentage wage increases and that are to be paid to employees shall be as set out in Table 1 Salaries of Part B, Monetary Rates from the commencement of the first full pay period commencing on or after the dates set out therein.
  - (a) 2.5% on the first full pay period on or after 1 July 2019;
  - (b) 1.25% on the first full pay period on or after 1 July 2020;
  - (c) 1.25% on the first full pay period on or after 1 January 2021; and
  - (d) 2.5% on the first full pay period on or after 1 July 2021.

2. Table 1 Salaries at Part B of the Nurses Agreement shall be deleted and replaced by the following:

Classification	Current \$ PER WEEK	Current \$ PER HOUR	FFPPOA 1/7/19 2.50% \$ PER WEEK	FFPPOA 1/7/19 2.50% \$ PER HOUR	FFPPOA 1/7/20 1.25% \$ PER WEEK	FFPPOA 1/7/20 1.25% \$ PER HOUR	FFPPOA 1/1/21 1.25% \$ PER WEEK	FFPPOA 1/1/21 1.25% \$ PER HOUR	FFPPOA 1/7/21 2.50% \$ PER WEEK	FFPPOA 1/7/21 2.50% \$ PER HOUR
<b>Assistant in Nursing</b>										
1st year	879.43	23.14	901.42	23.72	912.69	24.02	924.10	24.32	947.20	24.93
2nd year	907.44	23.88	930.13	24.48	941.76	24.78	953.53	25.09	977.37	25.72
3rd year*	936.01	24.63	959.41	25.25	971.40	25.56	983.54	25.88	1008.13	26.53
4th year and Thereafter*	964.93	25.39	989.05	26.03	1001.41	26.35	1013.93	26.68	1039.28	27.35
*Year 2 student nurses undertaking a degree in nursing will be classified as a 3 <sup>rd</sup> Year Assistant in Nursing. Year 3 student nurses undertaking a degree in nursing will be classified as a 4 <sup>th</sup> year and thereafter Assistant in Nursing.										
<b>Enrolled Nurse</b>										
1st year	1102.98	29.03	1130.55	29.75	1144.68	30.12	1158.99	30.50	1187.96	31.26
2nd year	1126.51	29.65	1154.67	30.39	1169.10	30.77	1183.71	31.15	1213.31	31.93
3rd year	1150.27	30.27	1179.03	31.03	1193.77	31.42	1208.69	31.81	1238.91	32.60
4th year	1174.58	30.91	1203.94	31.68	1218.99	32.08	1234.23	32.48	1265.08	33.29
5th year and Thereafter	1198.56	31.54	1228.52	32.33	1243.88	32.73	1259.43	33.14	1290.91	33.97
Special Grade										
1st year	1235.31	32.51	1266.19	33.32	1282.02	33.74	1298.05	34.16	1330.50	35.01
2nd year	1270.31	33.43	1302.07	34.27	1318.35	34.69	1334.83	35.13	1368.20	36.01
<b>Nurse undergoing pre-registration training other than as a student nurse</b>										
	1055.24	27.77	1081.62	28.46	1095.14	28.82	1108.83	29.18	1136.55	29.91
<b>Registered Nurse</b>										
1st year	1223.66	32.20	1254.25	33.01	1269.93	33.42	1285.80	33.84	1317.95	34.68
2nd year	1290.22	33.95	1322.48	34.80	1339.01	35.24	1355.75	35.68	1389.64	36.57
3rd year	1356.67	35.70	1390.59	36.59	1407.97	37.05	1425.57	37.51	1461.21	38.45

4th year	1428.27	37.59	1463.98	38.53	1482.28	39.01	1500.81	39.49	1538.33	40.48
5th year	1499.09	39.45	1536.57	40.44	1555.78	40.94	1575.23	41.45	1614.61	42.49
6th year	1569.69	41.31	1608.93	42.34	1629.04	42.87	1649.40	43.41	1690.64	44.49
7th year	1650.37	43.43	1691.63	44.52	1712.78	45.07	1734.19	45.64	1777.54	46.78
8th year and Thereafter	1718.39	45.22	1761.35	46.35	1783.37	46.93	1805.66	47.52	1850.80	48.71
<b>Clinical Nurse Specialist</b>										
Grade 1, Year 1 and Thereafter	1788.21	47.06	1832.92	48.23	1855.83	48.84	1879.03	49.45	1926.00	50.68
Grade 2, Year 1	1920.99	50.55	1969.01	51.82	1993.62	52.46	2018.54	53.12	2069.00	54.45
Grade 2, Year 2 and Thereafter	1983.85	52.21	2033.45	53.51	2058.87	54.18	2084.61	54.86	2136.72	56.23
<b>Clinical Nurse Educator</b>										
Year 1	1860.48	48.96	1906.99	50.18	1930.83	50.81	1954.97	51.45	2003.84	52.73
Year 2 and Thereafter	1920.99	50.55	1969.01	51.82	1993.62	52.46	2018.54	53.12	2069.00	54.45
<b>Nurse Educator</b>										
Grade 1, Year 1	2089.86	55.00	2142.11	56.37	2168.89	57.08	2196.00	57.79	2250.90	59.23
Grade 1, Year 2 and Thereafter	2149.47	56.57	2203.21	57.98	2230.75	58.70	2258.63	59.44	2315.10	60.92
4th year as at 1/7/08	2199.00	57.87	2253.98	59.32	2282.15	60.06	2310.68	60.81	2368.44	62.33
Grade 2, Year 1	2236.99	58.87	2292.91	60.34	2321.57	61.09	2350.59	61.86	2409.35	63.40
Grade 2, Year 2 and Thereafter	2281.37	60.04	2338.40	61.54	2367.63	62.31	2397.23	63.08	2457.16	64.66
Grade 3, Year 1	2368.99	62.34	2428.21	63.90	2458.56	64.70	2489.29	65.51	2551.52	67.15
Grade 3, Year 2 and Thereafter	2412.92	63.50	2473.24	65.09	2504.16	65.90	2535.46	66.72	2598.85	68.39
Senior Nurse Educator	2412.92	63.50	2473.24	65.09	2504.16	65.90	2535.46	66.72	2598.85	68.39
<b>Nursing Unit Manager</b>										
Level I	2155.64	56.73	2209.53	58.15	2237.15	58.87	2265.11	59.61	2321.74	61.10
Level II	2257.84	59.42	2314.29	60.90	2343.22	61.66	2372.51	62.43	2431.82	64.00
Level III	2318.68	61.02	2376.65	62.54	2406.36	63.33	2436.44	64.12	2497.35	65.72
<b>Clinical Nurse Consultant (appointed prior to 31/12/99)</b>										
	2199.00	57.87	2253.98	59.32	2282.15	60.06	2310.68	60.81	2368.44	62.33
<b>Clinical Nurse Consultant Grade 1</b>										
1st year	2149.47	56.57	2203.21	57.98	2230.75	58.70	2258.63	59.44	2315.10	60.92

2nd year and Thereafter	2193.40	57.72	2248.24	59.16	2276.34	59.90	2304.79	60.65	2362.41	62.17
<b>Clinical Nurse Consultant Grade 2</b>										
1st year	2236.99	58.87	2292.91	60.34	2321.57	61.09	2350.59	61.86	2409.35	63.40
2nd year and Thereafter	2281.37	60.04	2338.40	61.54	2367.63	62.31	2397.23	63.08	2457.16	64.66
<b>Clinical Nurse Consultant Grade 3</b>										
1st year	2368.99	62.34	2428.21	63.90	2458.56	64.70	2489.29	65.51	2551.52	67.15
2nd year and Thereafter	2412.92	63.50	2473.24	65.09	2504.16	65.90	2535.46	66.72	2598.85	68.39
<b>Nurse Practitioners</b>										
1st year	2368.99	62.34	2428.21	63.90	2458.56	64.70	2489.29	65.51	2551.52	67.15
2nd year	2412.92	63.50	2473.24	65.09	2504.16	65.90	2535.46	66.72	2598.85	68.39
3rd year	2474.55	65.12	2536.41	66.75	2568.12	67.58	2600.22	68.43	2665.23	70.14
4th year and Thereafter	2536.63	66.75	2600.05	68.42	2632.55	69.28	2665.46	70.14	2732.09	71.90
<b>Assistant Director of Nursing</b>										
ADON Grade 1	2412.92	63.50	2473.24	65.09	2504.16	65.90	2535.46	66.72	2598.85	68.39
ADON Grade 2	2544.36	66.96	2607.97	68.63	2640.57	69.49	2673.58	70.36	2740.42	72.12
<b>Deputy Director of Nursing</b>	2676.26	70.43	2743.17	72.19	2777.46	73.09	2812.18	74.00	2882.48	75.85


3. Table 2 – Other Rates and Allowances of Part B of the Nurses Agreement shall be deleted and replaced by the following:

Item No.	Allowance	Current	FFPPOA 1/7/19 2.50%	FFPPOA 1/7/20 1.25%	FFPPOA 1/1/21 1.25%	FFPPOA 1/7/21 2.50%
2	On Call Allowance (per hour)	3.82	3.92	3.97	4.02	4.12
2	On Call Allowance minimum payment	30.59	31.35	31.74	32.14	32.94

3	On Call Allowance on rostered day off (per hour)	7.64	7.83	7.93	8.03	8.23
3	On Call Allowance on RDO minimum payment	61.16	62.69	63.47	64.26	65.87
4	On Call Allowance during meal break (per break)	15.06	15.44	15.63	15.83	16.23
7	<b>Radiographic Allowance</b> Employee wearing lead apron (per hour)	2.13	2.18	2.21	2.24	2.30
8	Registered Nurse in charge of ward (per shift)	34.99	35.86	36.31	36.76	37.68
9	Registered Nurse in charge of ward and also in charge of hospital of less 100 beds (per shift)	52.48	53.79	54.46	55.14	56.52
9 (b)	Registered Nurse in charge of hospital (per shift)	67.09	68.77	69.63	70.5	72.26
11	Excess Fares (per day)	6.11	6.26	6.34	6.42	6.58
12	<b>Uniform and Laundry Allowance</b> Uniform (per week)	7.93	8.13	8.23	8.33	8.54
12	Shoes (per week)	2.5	2.56	2.59	2.62	2.69
12	Uniform (including shoes allowance) (per week)	10.43	10.69	10.82	10.96	11.23
12	Cardigan or Jacket (per week)	2.42	2.48	2.51	2.54	2.6
13	Laundry (per week)	6.73	6.9	6.99	7.08	7.26
17	Enrolled Nurse employed in the CSSD of the hospital and in possession of a Sterilising Technology Certificate issued by the Sterilising Research and Advisory Council of Australia (pw)	16.57	16.98	17.19	17.40	17.84
18	<b>Continuing Education Allowance</b> Hospital Post Registration Certificate (per week)	40.34	41.35	41.87	42.39	43.45
19	Post Graduate Certificate (per week)	40.34	41.35	41.87	42.39	43.45
20	Post Graduate Diploma or Degree (per week)	61.63	63.17	63.96	64.76	66.38
21	Masters Degree or Doctorate (per week)	73.4	75.24	76.18	77.13	79.06
22	Enrolled Nurse Certificate 4 (per week)	30.26	31.02	31.41	31.80	32.6
23	Enrolled Nurse Advanced Diploma of Nursing (per week)	36.98	37.9	38.37	38.85	39.82

SIGNATURES

I am authorised to sign this Variation of the Nurses Agreement on behalf of Chris O'Brien Lifehouse:

  
\_\_\_\_\_

SIGNATURE

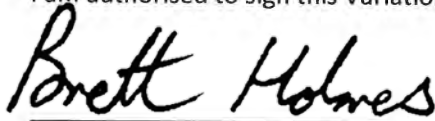
  
\_\_\_\_\_

PRINT NAME AND AUTHORITY TO SIGN / TITLE

ADDRESS: 119-143 Musserden Road Camperdown 2050 NSW

DATE: 6.8.20

I am authorised to sign this Variation of the Nurses Agreement as an employee representative:

  
\_\_\_\_\_

SIGNATURE

Brett Holmes Branch Secretary ANMF NSW  
PRINT NAME AND AUTHORITY TO SIGN / TITLE

ADDRESS: 50 O'Dea Ave Waterloo

DATE: 10/08/2020



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

**FINAL**

## **Lifehouse Nurses Agreement 2019**

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## 2. TITLE, COVERAGE AND DURATION

- (i) This Agreement shall be known as the Lifehouse Nurses Agreement 2019.
- (ii) This agreement will cover
  - (a) Lifehouse Australia (ABN 57 100 492 644) as the trustee for the Lifehouse Australia Trust (ABN 70 388 962 804), 119-143 Missenden Road, Camperdown, NSW, 2050 (hereafter referred to as "Lifehouse", or "the Employer" or "the Hospital"); and
  - (b) All employees of the Employer employed in classifications listed in Table 1 – Salaries of Part B, Monetary Rates; and
  - (c) Subject to the requirements set out in the Fair Work Act 2009, The Australian Nursing & Midwifery Federation NSW Branch (ANMF NSW Branch) (ABN 85 726 054 782, the NSW Branch of the ANMF (ABN 41 816 898 298) located at 50 O'Dea Ave, Waterloo, NSW 2017.
- (iii) This Agreement will commence operation seven days after it has been approved by the Fair Work Commission and shall remain in force until 31 January 2022, and thereafter in accordance with the Fair Work Act 2009.
- (iv) The parties agree that discussions shall commence for a new Agreement no later than six months prior to the expiry date of the Agreement.

## 3. DEFINITIONS

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

**"AOB"** means the average occupied beds; which is the method of calculating the adjusted average of the occupied beds of a hospital. 700 outpatients per annum shall count as one occupied bed. The average shall be taken for the twelve months ended on 30 June in each and every year and such average shall relate to the salary of the succeeding year.

**"AHPRA"** means the Australian Health Practitioner Regulation Agency.

**"Assistant in Nursing"** means a person, other than a Registered Nurse, Enrolled Nurse who is employed in nursing duties in a Hospital.

**"Assistant Director of Nursing"** – refer to Schedule 3.

**"Board"** means the Nursing and Midwifery Board of Australia and shall also be taken to mean a reference to AHPRA as appropriate/applicable.

**"Clinical Nurse Educator"** means a Registered Nurse appointed to a position classified as such and who holds relevant clinical or education post registration qualifications or such education and clinical experience deemed appropriate by the employer.

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

The Clinical Nurse Educator shall provide for the delivery of clinical nurse 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 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 service.

**“Clinical Nurse Specialist Grade 1”** means: a Registered Nurse who applies a high level of clinical nursing knowledge, experience and skills in providing complex nursing care directed towards a specific area of practice, a defined population or defined service area, with minimum direct supervision.

A Clinical Nurse 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 two years’ experience in the relevant specialist field.
- A Clinical Nurse Specialist Grade 1 is distinguished from an 8th Year Registered Nurse by being required to satisfy the following criteria:
  - (a) actively contributes to the development of clinical practice in the ward/unit/service;
  - (b) acts as a resource and mentor to others in relation to clinical practice; and
  - (c) actively contributes to their own professional development.

Clinical Nurse Specialist Grade 1 is a personal grading.

**“Clinical Nurse Specialist Grade 2”** means: a Registered Nurse appointed to a position classified as such with relevant post-registration qualifications and at least three years’ experience working in the clinical area of their specified post-graduate qualification.

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

- 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; 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 practice.

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

**"Clinical Nurse Consultant Grade 1" means:** a Registered Nurse appointed as such to a position approved by the employer, who has at least 5 years full time equivalent post-registration experience and in addition who has approved post registration nursing qualifications relevant to the field in which they are appointed, or such other qualifications or experience deemed appropriate by the employer.

**"Clinical Nurse Consultant Grade 2" means:** a Registered Nurse 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 qualifications relevant to the field in which they are 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 Grade 3" means:** a Registered Nurse 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 qualifications relevant to the field in which they are 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

**"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 a.m. and before 10 a.m., otherwise than as part of the shift system.

**"Deputy Director of Nursing (DDON)"** – means a Registered Nurse employed and appointed as such that undertakes duties as determined and delegated by the Director of Nursing.

**"Eligible Directly Impacted Employee" (EDIE)** - for the purposes of this Agreement means an employee:  
(a) employed by the Sydney Local Health District (SLHD), in a position identified as directly impacted by the transfer of cancer services to Lifehouse; and  
(b) who is advised in writing by the SLHD that they are so impacted prior to the transfer of services, and are offered and accept a role with Lifehouse; and  
(d) who are advised in writing by Lifehouse that their employment with Lifehouse will be subject to the EDIE transition arrangements as set out at Schedule 2.

**"Enrolled Nurse"** means a person registered by the Board as an enrolled nurse.

**"Enrolled Nurse – Special Grade"** means an Enrolled Nurse with an Advanced Certificate qualification and a minimum of three years full time equivalent post enrolment experience, including 12 months relevant clinical experience or qualification accepted by the Employer. Such a nurse is appointed to a position established by the employer.

**"Experience"** in relation to an assistant in nursing, means experience both 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 who was formerly a student nurse, includes experience as such student nurse.

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

**"Immediate family"** of an employee means:

- (i) a spouse, de facto partner, child, parent, grandparent, grandchild or sibling of the employee; or
- (ii) a child, parent, grandparent, grandchild or sibling of a spouse or de facto partner of the employee.
- (iii) spouse includes a former spouse.
- (iv) de facto partner of an employee:

- (a) means a person who, although not legally married to the employee, lives with the employee in a relationship as a couple on a genuine domestic basis (whether the employee and the person are of the same sex or different sexes); and
- (b) includes a former de facto partner of the employee.
- (v) A “child” for the purposes of this clause includes an adult child, an adopted child, a step child, a foster child or an ex-nuptial child.
- (vi) A “parent” includes a foster parent and legal guardian.

“**NES**” means the National Employment Standards under the Fair Work Act 2009 (Cth).

“**Nurse Educator Grade 1**” means a Registered Nurse holding post registration nursing clinical or education qualifications relevant to the clinical area in which they are appointed; and who is appointed to a position of Nurse Educator Grade 1.

A Nurse Educator Grade 1 shall be responsible for the development and delivery of nursing education courses/programs at the Hospital.

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

- Post-registration certificates;
- Continuing nurse education;
- Transition programs for newly registered nurses and newly enrolled nurses;
- Trainee enrolled nurse programs;
- Post-enrolment enrolled nurses’ courses; and,
- General staff development courses (where applicable).

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

“**Nurse Educator Grade 2**” means a Registered Nurse with post registration nursing clinical or education qualifications relevant to the clinical area in which they are appointed, or qualifications deemed equivalent by the Employer; and who is appointed to a position of Nurse Educator Grade 2.

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

- A nursing education portfolio (including but not limited to a transition program, trainee enrolled nurse, enrolled nurse or registered nurse program) across the hospital;
- A nursing education program for a clinical division or divisions across the hospital.

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

“**Nurse Educator Grade 3**” means a Registered Nurse holding post registration nursing clinical or education qualifications relevant to the clinical area or areas in which they are appointed, or qualifications deemed equivalent by the employer; and who is appointed to a position of Nurse Educator Grade 3.

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

- A comprehensive nursing education program across the hospital; or
- The nurse education service of the hospital.

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

“**Nurse Practitioner**” means a registered nurse appointed as such to a position approved by the employer and who is endorsed by the Board, to practise as a nurse practitioner.

**“Nurse Practitioner Year 3 and Thereafter”** means a Registered Nurse appointed as such to a position approved by the employer and who is endorsed by the Board to practise as a Nurse Practitioner; and who is working within clinical guidelines approved pursuant to section 78A of the Nurses’ Act 1991.

Provided that a Nurse Practitioner shall not progress or be appointed to Nurse Practitioner Year 3 until completion of twelve months’ service at the Year 2 rate, and to the thereafter rate until completion of twelve months’ service at the Year 3 rate. Accordingly, a Nurse Practitioner cannot be appointed directly to Nurse Practitioner Year 3 and Thereafter.

**"Nursing Unit Manager"** means a Registered Nurse in charge of a ward or unit or group of wards or units with the employer and shall include:

**"Nursing Unit Manager Level 1"**, whose responsibilities include:

**(a) CO-ORDINATION OF PATIENT SERVICES -**

- liaison with all health care disciplines for the provision of services to meet patient needs;
- the orchestration of services to meet patient needs after discharge;
- monitoring catering and transport services.

**(b) UNIT MANAGEMENT -**

- implementation of hospital policy;
- dissemination of information to all personnel;
- ensuring environmental safety;
- monitoring the use and maintenance of equipment;
- monitoring the supply and use of stock and supplies;
- monitoring cleaning services.

**(c) NURSING STAFF MANAGEMENT -**

- direction, co-ordination and supervision of nursing activities;
- training, appraisal and counselling of nursing staff;
- rostering and/or allocation of nursing staff;
- development and/or implementation of new nursing practice according to patient need.

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

**"Nursing Unit Manager Level 3"** whose responsibilities in relation to patient services, ward or unit management and staff management are in excess of those of a Nursing Unit Manager Level 2 and the Nurse Unit Manager Level 3 is in charge of the hospital out of hours.

**“Registered Nurse”** means a person registered by the Board as a Registered Nurse.

**“Senior Nurse Educator”** means a Registered Nurse who coordinates and manages a nurse education service of a hospital supervising at least one other nurse educator (provided that the requirement to be responsible for one or more nurse educators shall not apply in the case of an employee who is regarded by their employer as a resource person for other nurse educators or who is a sole educator for that nurse education service) and who coordinates and manages a complex function, service or section (including a large and/or complex ward and/or unit within a hospital).

**“Service”** for the purpose of clause 8, Salaries, means service before or after the commencement of this Agreement in New South Wales or elsewhere as a registered nurse, provided that all service recognised prior to the commencement of this Agreement shall continue to be recognised for classification purposes.



To the foregoing shall be added any actual periods on and from 1 January 1971 during which a nurse undertook a post basic course whilst an employee of and rendering service in an institution or hospital and such course is recognised by the Board or acceptable to the Employer, or one of the following certificate or diploma courses:-

Associate Diploma in Community Health - College of Nursing, Australia; N.S.W. College of Nursing;  
Associate Diploma in Nursing Administration - College of Nursing, Australia; N.S.W. College of Nursing;  
Associate Diploma in Nursing Education - College of Nursing, Australia; N.S.W. College of Nursing, Newcastle College of Advanced Education;  
Certificate in Operating Theatre Management - N.S.W. College of Nursing;  
Certificate in Operating Theatre Technique - College of Nursing, Australia;  
Certificate in Coronary Care - N.S.W. College of Nursing;  
Certificate in Orthopaedic Nursing - N.S.W. College of Nursing;  
Certificate in Ward Management - N.S.W. College of Nursing;  
Midwife Tutor Diploma - College of Nursing, Australia, or Central Midwives Board, London;  
Occupational Health Nursing Certificate - N.S.W. 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 purposes of determining the year of experience for part-time and casual employment a year of experience shall be 1976 hours of employment.

**“Shift Worker”** means a worker who is not a Day Worker as defined. This definition of “Shift Worker” in this Agreement is not a definition of shiftworker for the purposes of the NES;

**“Union”** means the Australian Nursing & Midwifery Federation (ANMF), of which New South Wales is a Branch (ANMF NSW Branch). The NSWNMA (NSW Nurses and Midwives’ Association) is the commonly recognised reference in NSW.

**Union delegate”** means a trade union representative identified by the Union, including but not limited to a Branch Official, Councillor or workplace representative of the Union.

**“Weekly rates”** will be ascertained by dividing an annual amount by 52.17857 or a weekly rate can be multiplied by 52.17857 to obtain the annual amount.

**“Workplace Representative”** means a Union delegate (as defined) or a nominated representative of an employee.

#### **4. HOURS OF WORK AND FREE TIME OF EMPLOYEES**

- (i) The ordinary hours of work for Day Workers, exclusive of meal times, shall be 152 hours per 28 calendar days to be worked Monday to Friday inclusive and to commence on such days at or after 6.00 am and before 10.00 am.
- (ii) The ordinary hours of work for Shift Workers, exclusive of meal times, shall not exceed an average of 38 hours per week in each roster cycle.
- (iii) (a) The hours of work prescribed in subclauses (i) and (ii) of this clause shall, where possible, be arranged in such a manner that in each roster cycle of twenty eight calendar days each employee shall not work their ordinary hours of work on more than nineteen days in the cycle. Provided that employees who work 8 hour shifts are entitled to twelve additional days off per annum. Employees working ten hour shifts are entitled to one additional day off duty each five weeks; and employees working other combinations of shifts are entitled to such number of additional days off duty per annum as will ensure that their ordinary hours of work do not exceed an average of thirty eight hours per week.

- (b) Notwithstanding the provision of paragraph (a) of this subclause, employees may, with the agreement of the employer, work shifts of less than eight hours over twenty days in each cycle of twenty eight days.
- (iv) (a) Each shift shall consist of no more than 10 hours on a day shift or 11 hours on a night shift with not less than ten hours break between each rostered shift, unless agreed otherwise between an employee and local nursing management. An employee shall not work more than seven consecutive shifts unless the employee so requests and local nursing management agrees but in no case shall an employee be permitted to work more than ten consecutive shifts. In any fortnightly pay period an employee shall not be rostered for more than three quick shifts, ie. an evening shift followed by a morning shift, unless agreed otherwise between an employee and local nursing management.

**(b) Units/ Wards Nurses**

Notwithstanding any provision to the contrary under this Agreement, the employer and the employee may agree that a nurse may be rostered for ordinary shifts of more than 10 hours but less than 12 hours duration. An individual employee shall have the right to withdraw from shifts longer than 10 hours in duration. An employee wishing to withdraw from shifts of between 10 and 12 hours in duration shall provide a period of notice equivalent to the roster period. In the case of demonstrated pressing necessity, a minimum of two weeks' notice shall be required, or such lesser period of time as may be agreed to by the employer. An employee may withdraw from 12 hour shifts in accordance with paragraph (11) of this subclause.

In the circumstances of 12 hour shifts the following shall apply:

- (1) Participation in a 12 hour shifts will be by mutual agreement. Alternative shift provisions must remain available for staff who do not agree to participate in a 12 hour shift system.
- (2) No overtime shall be worked in conjunction with a 12 hour shift.
- (3) There must be a minimum break of 11.5 hours between each 12 hour shift (or an as otherwise agreed break between the employer and employee) noting that there may also be mixed shifts by agreement rostered between each 12 hour shift.
- (4) The ordinary hours for 12 hour shifts for full time staff will be balanced over a four or six week period.
- (5) Payment for full time employees shall be for seventy six hours per pay period at the appropriate hourly rate for each employee. Payment for part time employees shall be the actual number of hours worked per pay period.
- (6) The day shift may have a span of up to twelve and a half hours and shall include one half hour unpaid meal break and 2 x 20 minute paid tea breaks.
- (7) The night shift may have a span of up to twelve and a half hours and shall include one thirty minute unpaid meal break and a further one hour paid break or 2 x 30 minute paid breaks.
- (8) The maximum number of consecutive shifts shall be three. Except that an employee may be rostered for four consecutive shifts once in each six week cycle at the request of the employee. Further an employee and employer may agree to work further shifts over a longer roster cycle. In the case of night shifts, there must be a maximum of three consecutive night shifts which include one or more 12 hour shifts.
- (9) Employees shall not be rostered on single days off unless it is at the request of the employee.

- (10) Rosters should reflect an equitable distribution of day, night and weekend shifts among employees participating in the 12 hour shift system. No more than 50% of shifts in the roster cycle should be night shift unless otherwise agreed between the employee and the unit manager.
  - (11) An individual employee shall have the right to withdraw from the 12 hour shift system. An employee wishing to withdraw from the 12 hour shift system shall provide a period of 3 months' notice. In the case of demonstrated pressing necessity, a minimum of two weeks' notice shall be required, or such lesser period of time as may be agreed to by the employer.
  - (12) Where a 12 hour shift system is in place the employer shall be entitled to consider whether continuation of the system in that ward, unit or operational area remains appropriate. Where the employer determines after consultation with affected employees to cease a 12 hour shift system, 3 months' months' notice of the intended cessation shall be given to employees.
- (v) (a) The employee's additional day off duty prescribed in subclause (iii) of this clause (as a consequence of the implementation of the thirty eight hour week) shall be determined by mutual agreement between the employee and the employer having regard to the service requirements of the latter. Where practicable such additional day off duty shall be consecutive with the rostered days off duty prescribed in subclause (xv) of this clause.
  - (b) Employees shall not be entitled to the provisions of subclause (iii) of this clause (i.e. an additional day off as a consequence of a thirty eight hour week) when undertaking block training.
  - (vi) Once set, the additional day off duty may not be changed in a current cycle unless there are genuine unforeseen circumstances prevailing. Where such circumstances exist and the additional day off duty is changed, another day shall be substituted in the current cycle. Should this not be practicable the day must be given and taken in the next cycle immediately following.
  - (vii) (a) Where an employee and his/her local nursing management agree, an employee's additional days off duty may be accumulated up to a total of three. This limit on accumulation means that any employee who has already accumulated three additional days off duty must take the next additional day off duty accruing to her/him when it falls due in accordance with the roster.
  - (b) The Employer must not unreasonably refuse to agree with an employee's request to accumulate up to three ADOs or to take them off subsequent to such accumulation.
  - (c) Any ADOs accumulated but not taken as at the date of termination of the employee must be paid out at ordinary rates.
  - (viii) Except for breaks for meals the hours of duty each day shall be continuous.
  - (ix) Each employee who works in excess of five hours must have a break of not less than thirty minutes and not more than sixty minutes for each meal occurring on duty. Provided that, by agreement of an individual employee, an employee who works shifts of six hours or less may forfeit the meal break. By agreement, an employee may take an unpaid meal break on a shift that is 5 hours or less.

Employees must not be required to work during meal breaks as a matter of routine practice unless mutually agreed at the local level. Provided that any time worked during such break shall count as working time and unless the employee is permitted to finish duty early on the same shift then overtime becomes payable once the total ordinary work time of the shift has elapsed.

- (x) (a) One twenty minute interval (in addition to the meal break) shall be allowed to each employee on duty for a tea break during each shift. Such interval shall count as working time. Part time and Casual

employees who are engaged for less than a whole shift on any one day shall only be entitled to one tea break of ten minutes.

- (b) Where it is not possible due to the nature of the work performed to have one twenty minute break, the employee may take one ten minute break and be permitted to proceed off duty ten minutes prior to the rostered finishing time of that shift.
- (c) Paragraph (b) of subclause (x) will only be exercised in special and exceptional circumstances and with the express approval of the employer in consultation with the employee.
- (xi) Subclauses (ix) and (x) of this clause, shall not apply to an employee 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.
- (xii) Changing time totalling ten minutes per shift to count as working time is to be allowed to nurses not permitted to travel in their work clothes.
- (xiii) In addition to any other rest period and meal break, employees who are lactating shall be entitled to two paid breaks of thirty minutes per shift for the purpose of expressing their milk or breast feeding their child, and the employer shall provide access to suitable facilities for such purpose.
- (xiv) (a) Except in cases of emergency, an employee shall not be employed on night duty for a longer period than four consecutive weeks, unless agreed otherwise between an employee and local nursing management. Where it is agreed between the employee and the employer that the employee would work permanent night shift, the employee will be required to work up to one week of day shifts per year.  
  
(b) Except in cases of emergency, after having served a period of night duty, an employee shall serve an equivalent period of time off night duty before again undertaking a period of night duty unless agreed otherwise between an employee and local nursing management.  
  
(c) Except in cases of emergency, an employee shall not be required to perform night duty against their wishes during a period of one week prior to any formal end-of-semester examination in any course of study which has been accepted by the employer as meeting the requirements for the grant of study time.  
  
(d) This subclause shall not apply to an Assistant Director of Nursing, a Nursing Unit Manager or to a Registered Nurse in charge as the case may be, who is employed permanently in charge at night.
- (xv) Except in cases of emergency, 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 duty.
- (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 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 any evening shift or a night shift unless the employee is rostered on the same shift, i.e. evening shift or night shift, as the case may be, immediately upon his or her return to duty after days off, except by agreement between the employee and the local nursing management. An evening shift shall be one which commences at or after 1 p.m. and before 4 p.m.  
  
(b) At the request of the employee, time free from duty may be given 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 in so far as an employee may take up actual duty in response to a call) but shall be paid for in accordance with clause 9, Special Allowances. Provided, however, no employee shall be required to remain on call whilst on leave or the day before entering upon leave.
- (b) Except as hereafter provided, no employee shall be required to remain on call whilst on a rostered day off or from the completion of the employees' shift on the day preceding a rostered day off.
- (c) Paragraph (b) shall not apply where in extreme circumstances (which shall be agreed between the employer and the Union) it is necessary for the employer, in order to ensure the provision of services, to place staff on call on rostered days off.
- (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 so to do to the Union.

## 5. RELATIONSHIP TO NES

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

## 6. INTRODUCTION OF CHANGE

- (i) This term applies if the Employer:
  - (a) has made a definite decision to introduce a major change to production, program, organisation, structure, or technology in relation to its enterprise; and the change is likely to have a significant effect on employees of the Employer; or
  - (b) proposes to introduce a change to the regular roster or ordinary hours of work of employees.
- (ii) The employer must consult the employees to whom the Agreement applies about:
  - (a) a major workplace change that is likely to have a significant effect on the employees; or
  - (b) a change to their regular roster or ordinary hours of work.
- (iii) The relevant employees may appoint a representative which may be a Union representative for the purposes of the procedures in this term.
- (iv) If:
  - (a) a relevant employee appoints, or relevant employees appoint, a representative for the purposes of consultation; and
  - (b) the employee or employees advise the employer of the identity of the representative;

the employer must recognise the representative.
- (v) As soon as practicable after making its decision, the employer must
  - (a) discuss with the relevant employees:
    - (1) the introduction of the change; and
    - (2) the effect the change is likely to have on the employees; and
    - (3) measures the employer is taking to avert or mitigate the adverse effect of the change on the employees; and
  - (b) for the purposes of the discussion — provide, in writing, to the relevant employees:
    - (1) all relevant information about the change including the nature of the change proposed; and
    - (2) information about the expected effects of the change on the employees; and
    - (3) any other matters likely to affect the employees.

- (c) Subject to (v)(a) and (b), for a change to the employees' regular roster or ordinary hours of work, the employer is required to:
  - (1) provide information to the employees about the change; and
  - (2) invite the employees to give their views about the impact of the change (including any impact in relation to their family or caring responsibilities); and
  - (3) consider any views given by the employees about the impact of the change.
- (vi) However, the employer is not required to disclose confidential or commercially sensitive information to the relevant employees, the disclosure of which would adversely affect the employer.
- (vii) The employer must give prompt and genuine consideration to matters raised by the relevant employees and their representative if any, about the change/s referred to in sub-clause (i)
- (viii) In this term, a major change is ***likely to have a significant effect on employees*** if it results in the termination of the employment of employees; or major change to the composition, operation or size of the employer's workforce or to the skills required of employees; or the elimination or diminution of job opportunities (including opportunities for promotion or tenure); or the alteration of hours of work; or the need to retrain employees; or the need to relocate employees to another workplace; or the restructuring of jobs.
- (ix) In this term, ***relevant employees*** means the employees who may be affected by a change referred to in subclause (i).

## 7. ROSTERS

- (i) The ordinary hours of work for each employee other than Director of Nursing shall be online and copies will be printed and displayed in the tea rooms as an interim with the full roll out of an electronic rostering system with internet access being available for nursing staff.
- (ii) The roster shall be displayed at least two weeks prior to the commencing date of the first working period in the roster.
- (iii) Notwithstanding the foregoing provisions of this clause, a roster may be altered at any time to enable the nursing service of the employer 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. Further, the employer may change an employee's roster at short notice, with the mutual agreement of the employee, for any reasonable ground including unexpected situations and unforeseen fluctuations in patient dependency.
- (iv) The roster may be altered at any time due to operational requirements with the employer and employee's agreement.
- (v) Prior to the date of the changed shift, such change of roster shall be notified verbally or in writing to the employee concerned.
- (vi) Where an employee is entitled to an additional day off duty in accordance with clause 4, Hours of Work and Free Time of Employees, such day is to be shown on the roster of hours for that employee.
- (vii) All rosters shall be retained for at least six years.

## 8. SALARIES

- (i) The minimum salaries per week will be adjusted by the following percentage wage increases and that are to be paid to employees shall be as set out in Table 1 Salaries of Part B, Monetary Rates

from the commencement of the first full pay period commencing on or after the dates set out therein.

- (a) 2.5% on the first full pay period on or after 1 July 2019;
  - (b) 1.25% on the first full pay period on or after 1 July 2020;
  - (c) 1.25% on the first full pay period on or after 1 January 2021; and
  - (d) 2.5% on the first full pay period on or after 1 July 2021.
- (ii) Salary related allowances will also be increased by the same amount as specified in subclause (i) as set out in Table 2 – Other Rates and Allowances. from the first pay period to commence on or after the dates set out therein.
- (iii) Recognition of Service and Experience
- (a) The employer shall notify each nurse in writing of the requirements of this clause at the time of the nurse's commencement of employment. If the employer does not so notify the nurse then the requirements of this clause shall not commence until the employer does so notify the nurse.
  - (b) From the time of commencement of employment the nurse has three months in which to provide documentary evidence to their employer detailing any other 'service' or 'experience', as defined in Clause 3, Definitions, not disclosed at the time of commencement.
  - (c) Until such time as the nurse furnishes any such documentation contemplated in (b) above the employer shall pay the nurse at the level for which documentary evidence has been provided.
  - (d) If within three months of commencing employment a nurse does provide documentary evidence of other previous service or experience not disclosed at the time of commencement, the employer shall pay the nurse at the appropriate rate as and from the date of commencement that would have been paid from that date had the additional evidence been provided at that time.
  - (e) If a nurse provides documentary evidence of other previous service or experience not disclosed at the time of commencement after the said three months period, the nurse shall be paid a rate appropriate for the previous service or experience then proved but only from the date of providing that evidence to the employer.
  - (f) A nurse who is working as a nurse for more than one organisation shall notify the employer 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.
  - (g) A nurse who is entitled to progress to the next year of service or experience (by reason of hours worked with other employers) as and from a particular date must provide documentary evidence of that entitlement within three months of that entitlement arising. If that proof is so provided the nurse shall be paid at the higher rate as and from the particular date. If the documentary evidence is provided outside that three month period the nurse shall be paid at the higher rate only from the date of proof.

## **9. SPECIAL ALLOWANCES**

- (i) (a) An employee required by his or her employer to be on call otherwise than as provided in (b) and (c) hereof shall be paid the sum as set out in Item 2 of Table 2 Other Rates and Allowances of Part B, Monetary Rates for each hour or part thereof with a minimum payment of eight hours at that rate.
- (b) An employee required to be on call on rostered days off in accordance with paragraph (c) of subclause (xvii) of clause 4, Hours of Work and Free Time of Employees, shall be paid the sum as set out in Item 3, of Table 2 of Part B for each hour or part thereof with a minimum payment of eight hours at that rate.
- (c) An employee who is directed to remain on call during a meal break shall be paid an allowance as set out in Item 4, of Table 2 of Part B.
- (d) Where an employee on call leaves the hospital and is recalled to duty, they shall be reimbursed all reasonable fares and expenses actually incurred provided that where an employee uses a motor car in these circumstances, the allowance payable shall be as prescribed by the ATO guidelines. The provisions of this paragraph shall apply to all employees.
- (e) This subclause shall not apply to Assistant Directors of Nursing Grade 2 provided that the allowances prescribed in subclauses (a) and (b) of this subclause shall be paid to Assistant Directors of Nursing Grade 2 when required to remain on call for the purpose of the performance of clinical duties.
- (ii) An employee required to wear a lead apron shall be paid an allowance as set out in Item 7, of Table 2 of Part B for each hour or part thereof that they are required to wear the said apron.
- (iii) A registered nurse who is designated to be in charge of a ward or unit during day, evening or night shifts, when the Nursing Unit Manager is not rostered for duty, shall be paid an allowance as set out in Item 8, of Table 2 of Part B per shift. Provided that the allowance shall also be paid when the Nursing Unit Manager is rostered on duty if the day to day clinical management role for the shift is delegated to a designated registered nurse. Provided further that the allowance shall also be paid in the absence of a Nurse Manager in facilities where the Nurse Manager undertakes the functions usually carried out by a Nursing Unit Manager.
- (iv) A registered nurse who is designated to be in-charge of a ward or unit when the Nursing Unit Manager is not rostered for duty and who is also designated to be in-charge of the hospital (if less than a hundred beds) during the day, evening or night on the same shift shall be paid an allowance as set out in Item 9, of Table 2 of Part B per shift. Provided that this allowance shall also be paid in facilities where the Nurse Manager undertakes the functions usually carried out by a Nursing Unit Manager.
- (v) (a) An employee who makes their services available and participates in an approved roster to provide emergency telephone counselling outside their normal rostered ordinary hours shall receive the payments prescribed in paragraphs (b), (c) and (d) of this subclause.
- (b) An employee rostered to be on call shall be paid the sum as set in Item 2 of Table 2 of Part B for each hour or part thereof with a minimum payment of eight hours at that rate. Provided that an employee rostered on call on rostered days off shall be paid the sum as set in Item 3, of Table 2 of Part B for each hour or part thereof with a minimum payment of eight hours at that rate.
- (c) If during such an on call period prescribed in paragraph (b) of this subclause an employee is required to provide telephone counselling to a client, such employee shall be entitled to the following payment in addition to the payment in the said paragraph (b):
  - (1) An employee on call for telephone counselling for up to 8 hours and is required to provide telephone counselling, such employee is to be paid one hour at ordinary rates (excluding penalties). If an employee receives more than one call to provide telephone counselling, no additional payment is to be made.



- (2) An employee on call for telephone counselling for 8-16 hours and is required to provide telephone counseling, such employee is to be paid two hours at ordinary rates (excluding penalties). If an employee receives more than one call to provide telephone counselling, no additional payment is to be made.
- (3) An employee on call for telephone counselling for 16-24 hours and is required to provide telephone counseling, such employee is to be paid three hours at ordinary rates (excluding penalties). If an employee receives more than one call to provide telephone counselling, no additional payment is to be made.
- (d) An employee called out during the period of on call shall be entitled to the prescriptions of clause 16, Overtime.
- (vi) An Enrolled Nurse employed in the central sterile supply department of the hospital, in possession of a Sterilising Technology Certificate issued by the Sterilising Research and Advisory Council of Australia shall be paid an allowance as set out in Item 17 of Table 2 of Part B.
- (vii) A Registered Nurse who is designated in-charge of the hospital during an evening or night shift Monday to Friday or any Saturday or Sunday shift shall be paid an allowance per shift as set out in Item 9 (b), of Table 2 of Part B. This allowance shall not apply to registered nurses holding positions of a higher grade than Clinical Nurse Specialist Grade 2. The employer shall not use this provision on a permanent basis in place of appointing a Nurse Manager.

#### **10. CONTINUING EDUCATION ALLOWANCE**

- (i) An employee employed in the classification of Registered Nurse (years 1 to 8), Clinical Nurse Specialist/Clinical, Nursing Unit Manager, ADON Grade 1 and ADON Grade 2 who holds a continuing education qualification in a clinical field, in addition to the qualification leading to registration, shall be paid a continuing education allowance, subject to the following conditions set out below:
  - (a) the allowance is only payable where the qualification is accepted by the employer to be directly relevant to the competency and skills used by the nurse in the duties of the position;
  - (b) an employee holding more than one relevant qualification is only entitled to one allowance, being the allowance of the highest monetary value;
  - (c) the employee claiming entitlement to a qualification allowance must provide evidence to the employer that they hold that qualification within three months of obtaining the qualification or within three months of commencing work in the relevant specialty, unless exceptional circumstances prevent this.
- (ii) Subject to the provisions in subclause (i) of this clause, an employee who holds a post-registration hospital certificate listed in Schedule 1 that is relevant to the employee's current role shall be paid an allowance of an amount set out in Item 18 of Table 2 – Other Rates and Allowances, of Part B, Monetary Rates.
- (iii) Subject to the provisions in subclause (i) of this clause, an employee who holds a post-graduate certificate shall be paid an allowance of an amount set out in Item 19 of 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 (other than an undergraduate nursing degree) shall be paid an allowance of an amount set out in Item 20 of the said 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 Item 21 of the said Table 2.

- (vi) An Enrolled Nurse, who holds a relevant Certificate IV or equivalent continuing education qualification in a clinical field, or Advanced Diploma of Nursing (Enrolled/Division 2 Nursing) in addition to the qualification leading to enrolment, shall be paid a continuing education allowance, subject to the following conditions set out below:
  - (a) the allowance is only payable where the qualification is accepted by the employer to be directly relevant to the competency and skills used by the Enrolled Nurse in the duties of the position;
  - (b) an employee holding more than one relevant qualification is only entitled to one allowance, being the allowance of the highest monetary value;
  - (c) the employee claiming entitlement to a qualification allowance must provide evidence to the employer that they hold that qualification within three months of obtaining the qualification or within three months of commencing work in the relevant specialty, unless exceptional circumstances prevent this.
- (vii) Subject to the provisions in subclause (vi) of this clause, an Enrolled Nurse who holds a Certificate 4 qualification shall be paid an allowance of an amount set out in Item 22 of the said Table 2.
- (viii) Subject to the provisions in subclause (vi) of this clause, an Enrolled Nurse who holds an Advanced Diploma of Nursing (Enrolled/Division 2 Nursing) qualification shall be paid an allowance of an amount set out in Item 23 of the said Table 2.
- (ix) A Clinical Nurse Educator who holds a post graduate diploma, degree, Masters or Doctorate in education or a clinical field in addition to the qualification leading to registration, or a Clinical Nurse Specialist Grade 2 who holds a post graduate diploma, degree, Masters or Doctorate in a clinical field in addition to the qualification leading to registration, shall be paid a continuing education allowance, subject to the following conditions set out below:
  - (a) the allowance is only payable where the qualification is accepted by the employer to be directly relevant to the competency and skills used by the registered nurse in the duties of the position;
  - (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 within three months of obtaining the qualification or within three months of commencing work in the relevant specialty, unless exceptional circumstances prevent this.
- (x) Subject to the provisions in subclause (ix) of this clause, a Clinical Nurse Educator who holds a post graduate diploma, degree, Masters or Doctorate in education or a clinical field, or a Clinical Nurse Specialist 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 Item 20 or 21, as applicable, of the said Table 2.
- (xi) The above allowances are not to be included in the employee's ordinary rate of pay. The allowances are payable during periods of paid leave taken by an employee.
- (xii) The continuing education allowances shall be considered salary-related allowances for the purpose of salary and salary related allowance increases.
- (xiii) The employer is not obligated to make a payment of a Continuing Education Allowance until documentation is provided by the employee to the satisfaction of the employer.

- (a) An Employee claiming entitlement to a qualification allowance must provide to the Employer appropriate evidence that the Employee holds the qualification for which the entitlement is claimed or has qualified for the award of the qualification.
- (b) An Employee will meet the evidence requirements when they have provided the Employer with evidence from the education / training provider that would satisfy a reasonable person that the Employee has obtained the qualification or has satisfied the academic requirements for the award of the qualification.
- (c) Where an employee fails to provide evidence to the Employer of the qualification until such time as the employee provides such evidence to the Employer, the employee shall not be entitled to payment of a qualification allowance. Payment of the qualification allowance shall be made on and from the date that evidence is provided.
- (xiv) Where a dispute arises concerning the eligibility for payment of a Continuing Education Allowance that is not resolved by the process contained in subclauses (i) to (iv) of clause 32, Disputes, of this Agreement, negotiations between the Employer and the Union (or other nominated workplace representative) must occur prior to referral to the Fair Work Commission for determination.

#### **11. 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 6am or finish subsequent to 6pm.

Afternoon shift commencing at or after 10am and before 1pm - 10%.

Afternoon shift commencing at or after 1pm and before 4pm - 12.5%.

Nightshift commencing at or after 4pm and before 4am – 15%.

Nightshift commencing at or after 4am and before 6am - 10%.

- (ii) Employees whose ordinary working hours include work on a Saturday and/or Sunday, shall be paid for ordinary working 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 preceding subclause (i) of this clause.

The foregoing paragraph shall apply to casual employees but such employees shall not be entitled to be paid in addition any casual loading prescribed by clause 19, Part-time and Casual Employees, in respect of their employment between midnight on Friday and midnight on Sunday.

- (iii) 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 20, Annual Leave and clause 21 Annual Leave Loading.
- (iv) This clause shall not apply to Assistant Directors of Nursing Grade 2.

#### **12. TELEPHONE (ON CALL)**

Where an employee is required to be on call they will be provided with a mobile phone

### **13. VEHICLE ALLOWANCE**

An employee who, with the approval of the Chief Executive Officer or their nominee, uses on official business a vehicle maintained primarily for other than official business, shall be paid an allowance based on the ATO guidelines (in relation to *Car Expenses using the Cents per Kilometre Method*, as amended from time to time).

### **14. UNIFORM AND LAUNDRY ALLOWANCES**

- (i) Where an employee is required by the employer to wear a uniform:
  - (a) Subject to subclause (ii) 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, 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.
  - (b) 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.
- (ii) In accordance with the circumstances set out at (i) of this clause:
  - (a) In lieu of supplying uniforms and shoes to an employee, an employer shall pay the said employee the sum as set out in Item 12 of Table 2 of Part B per week, which includes a sum as set in the said Item 12 per week for shoes. Provided, however, that if a uniform includes a cardigan or jacket an additional amount as set in the said Item 12 per week shall also be paid.
  - (b) The allowances prescribed in this subclause continue to be payable during any period of paid leave.
  - (c) If the uniforms of an employee are not laundered at the expense of the employer, an allowance as set out in Item 13, of Table 2 of Part B per week shall be paid to the said employee. Provided that this allowance is not payable during any period of leave which exceeds one continuous week.
  - (d) This allowance is also payable to employees providing direct clinical care and who are not required to wear a uniform.
- (iii) Where the employer requires any employee to wear headgear, the employer shall provide headgear free of charge to the employee.
- (iv) For clarity, the above allowances are not payable in the circumstances where the Employer does not require employees to wear a uniform (other than as provided in (ii)(d) above) or where the employee is only required to wear scrubs and such items are supplied and laundered by the Employer. Where the employee is required to wear scrubs and shoes, the shoe allowance set out at Table 2 Item 12 will be payable.

### **15. HIGHER GRADE DUTY**

- (i) An employee who is called upon to relieve and does relieve an employee in a higher classification or is called upon to act and does act in a vacant position of a higher classification for a continuous period of at least three working days shall be entitled to receive for the period of such relief or acting, the minimum payment for such higher classification. The employer shall not rotate the performance of higher grade duty so as to avoid payment for performance of the higher grade duty in this manner.

- (ii) Where an employee acts continuously for more than six months in a vacant management position covered by this Agreement, the employee shall be paid at the higher classification rate when they take any form of paid leave whilst so acting in the vacant management position.

## 16. OVERTIME

- (i) (a) Subject to paragraph (b) of this subclause an employer may require an employee to work reasonable overtime.
- (b) 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.
- (c) For the purposes of paragraph (b), what is unreasonable or otherwise will be determined having regard to:
- any risk to employee health and safety;
  - the employee's personal circumstances including any family and carer responsibilities;
  - the needs of the workplace or enterprise;
  - the notice (if any) given by the employer of the overtime and by the employee of their intention to refuse it; and
  - any other relevant matter.
- (ii) (a) Subject to paragraph (b) of this subclause all time worked by permanent employees in excess of the rostered daily ordinary hours of work shall be overtime. Overtime will be paid for each overtime shift worked and for overtime that is worked prior to, or at the conclusion of ordinary hours.
- (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 overtime.
- Time worked up to the rostered daily ordinary hours of work prescribed for a majority of the full-time employees employed on that shift in the ward or section concerned shall not be regarded as overtime but an extension of the contract hours for that day and shall be paid at the ordinary rate of pay.
- Provided that where a part-time employee works in excess of 76 hours in a fortnight, such employee shall be paid overtime.
- (c) All time worked by a casual employee in excess of 10 hours per day (or 12 hours where the casual employee works in an area that works 12 hour shifts) or 76 hours per fortnight will be overtime. The casual loading does not apply on overtime.
- (d) In sub-clauses (a), (b) and (c), 'overtime' 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 period of overtime worked. Provided that overtime worked on a Sunday shall be paid for at the rate of double time and on public holidays at the rate of double time and one half.
- (iii) 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 each time so recalled. If the work required is completed in less than four hours, the employee shall be released from duty.
- (iv) In lieu of the conditions specified in subclauses (ii) and (iii) of this clause, a nurse who works overtime may be compensated by way of time off in lieu of overtime, subject to the following requirements:
- (a) The employer and the employee may agree that instead of receiving payment for overtime the employee take time off in lieu (TOIL), at a mutually agreed time.

- (b) The employee may take TOIL at the appropriate overtime rate (e.g. if the overtime rate was 1.5x the ordinary rate, the employee may take 1.5 hours TOIL for every 1 hour worked).
  - (c) A maximum number of hours of TOIL which may be accumulated will be agreed at the Unit Level.
  - (d) The employer will keep a record of hours worked and owed to the employee as TOIL.
  - (e) TOIL not taken within 12 months of being accrued or on termination of employment will be paid out at the appropriate overtime rate.
  - (f) The employer and the employee may agree that the employee takes TOIL, which has been accumulated, at times when the Hospital experiences low occupancy or when a unit/s are closed, provided that the employer shall not withhold access to accumulated TOIL at other times.
- (v) An employee required to work overtime following on the completion of their normal shift for more than two hours shall be allowed twenty minutes for the partaking of a meal and a further twenty minutes after each subsequent four hours overtime; all such time shall be counted as time worked. Provided that the benefits of this subclause shall not apply to an employee employed pursuant to Part 1 of clause 19, Part-Time and Casual 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.
- (vi) 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 further twenty minutes after each subsequent four hours overtime; all such time shall be counted as time worked.
- (vii) (a) The meals referred to in subclause (v) and (vi) of this clause shall be allowed to the employee free of charge. Where the employer is unable to provide such meals, an allowance per meal as calculated hereunder shall be paid to the employee concerned.
- (b) The allowance per meal shall be the average of the allowances for breakfast, lunch and dinner as determined by the ATO guidelines (in relation to *Reasonable Travel and Overtime Meal Allowance Expense Amounts*, as amended from time to time).
- (viii) Where an employee is required to work an overtime shift on his or her rostered day off, the appropriate meal breaks for that shift, as prescribed by clause 4, Hours of Work and Free Time of Employees, shall apply.
- (ix) An employee who works so much overtime:
- (a) between the termination of their ordinary work on any day or shift and the commencement of their ordinary work on the next day or shift that they have not had at least ten consecutive hours off duty between these times; or
  - (b) on a Saturday, a Sunday and a holiday, not being ordinary working days, or on a rostered day off without having had eight consecutive hours off duty between the end of the overtime and the commencement of his or her next day or shift;
- shall, subject to this subclause, be released after completion of such overtime until they have had ten consecutive hours off duty (in accordance with (ix) (a)) or eight consecutive hours off duty (in accordance with (ix) (b)) without loss of pay for ordinary working time occurring during such absence.
- (c) If on the instruction of the employer an employee resumes or continues to work without having had such ten or eight consecutive hours (as applicable) off duty they shall be paid at double rates until released from duty. They then shall be entitled to be absent until they have had ten consecutive hours off duty without loss of pay for ordinary working time occurring during such absence.

- (d) The requirement for an employee to have at least ten consecutive hours off duty before or after overtime shall be reduced to eight hours in the following circumstances:
  - (1) Where the employee and local nursing management have agreed to an eight hour break between each rostered shift;
  - (2) Where an employee has exchanged the shift rostered before or after the overtime period with another employee.
- (e) Periods rostered on-call or periods attracting the prescriptions of paragraph (c) of subclause (vii) of clause 9, Special Allowances regarding telephone counselling are to be regarded as forming part of the ten consecutive hours off duty pursuant to paragraphs (a) and (b) of this sub-clause.
- (x) Where an employee has been rostered to work overtime and is subsequently notified by the employer with less than 24 hours' notice that the overtime has been cancelled, the employee shall be entitled to payment of four hours pay at ordinary time, i.e. at the employee's base rate of pay.

#### **17. PATIENT ESCORT DUTY**

- (i) Periods during which an employee, other than a 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 time for transport shall not be counted as working time;
  - (b) Periods in travelling shall count as working time.

#### **18. PAYMENT AND PARTICULARS OF SALARIES**

- (i) All salaries and other payments shall be paid fortnightly provided that payment for any overtime and/or shift penalties worked may be deferred to the pay day next following the completion of the working cycle within which such overtime and or shift penalties is worked, but for no longer. Provided further that any proposal to alter the day on which wages are to be paid or the number of days pay kept in hand by the employer, must be the subject of consultation with employees and the Union.
- (ii) Employees shall have their salary paid into one account with a bank or other financial institution in New South Wales as nominated by the employee. Salaries shall be deposited by the employer in sufficient time to ensure that wages are available for withdrawal by employees by no later than payday, provided that this requirement shall not apply where employees nominate accounts with non-bank financial institutions which lack the technological or other facilities to process salary deposits within twenty four hours of the employer making their deposits with such financial institutions but in such cases the employer shall take all reasonable steps to ensure that the wages of such employees are available for withdrawal by no later than payday.
- (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 30, Termination of Employment, 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 monies 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 of overtime worked, if any, the amount of any overtime payment, the amount of any other monies 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) Underpayment and overpayment of salaries: The following process will apply once the issue of underpayment or overpayment is substantiated.
  - (a) Underpayment:
    - (1) If the amount paid is equal to or greater than one day's gross base pay the underpayment will be rectified within three working days;
    - (2) If the amount is less than one day's gross base pay it will be rectified by no later than the next normal pay. However if the employee can demonstrate that rectification in this manner would result in undue hardship every effort will be made by the employer to rectify the underpayment within three working days.
  - (b) Overpayment
    - (1) In all cases where overpayments have occurred, the employer shall as soon as possible advise the employee concerned of both the circumstances surrounding the overpayment and the amount involved. The employer will also advise the employee of the pay period from which the recovery of the overpayment is proposed to commence.
    - (2) One off overpayments may be recovered with the written agreement with the employee in the next normal pay.
    - (3) Where an employee agrees, the Employer can recover overpayments according to an agreed written schedule. The recommended maximum rate at which cumulative overpayments can be recovered is an amount, calculated on a per fortnight basis, equivalent to 10% of the employee's gross fortnightly base pay.
    - (4) The recommended recovery rate of 10% of an employee's gross fortnightly base pay referred to in subclause (b) (3) above may be utilised with the written agreement of the employee.
    - (5) Where an employer has overpaid an employee, the employer shall notify the employee of such overpayment and how such overpayment is made up, in writing, and may recover such amount, with the agreement of the employee as to the amount of the overpayment and the method of such recovery. This subclause authorises the use of deductions from wages for the purpose of such recovery. All such deductions from wages must be authorised in writing by the employee in accordance with s. 324 of the Act.

## **19. PART-TIME AND CASUAL EMPLOYEES**

### **PART I - PART-TIME EMPLOYEES**

- (i) A part-time employee is one who is permanently appointed by the employer to work a specified number of hours which are less than those prescribed for a full-time employee. Provided that the



employer must not utilise this provision in a manner which has the effect of subverting the intentions of the thirty eight hour week arrangements whereby full-time employees work on no more than nineteen days in each twenty eight day roster cycle.

- (ii) Subject to subclause (iii) of this clause employees engaged under Part 1 of this clause shall be paid an hourly rate calculated on the basis of one thirty-eighth of the appropriate rate prescribed by Clause 8, Salaries, with a minimum payment of two hours for each start, and one thirty-eighth of the appropriate allowances prescribed by Clause 14, Uniform and Laundry Allowances, but shall not be entitled to an additional day off or part thereof as prescribed by Clause 4, Hours of Work and Free Time.
- (iii) Four weeks annual leave on ordinary pay shall accrue each year of completed service. The provisions of subclauses (v) to (xii) of Clause 20, Annual Leave, and Clause 21, Annual Leave Loading, shall apply to part time employees. The remaining provisions of Clause 20, Annual Leave shall not apply.

In relation to additional annual leave, a part-time employee who is regularly rostered over seven days of the week and who regularly works on weekends (the definition of shiftworker for the purposes of the additional week of annual leave under the NES for a part-time employee covered by this Agreement) shall receive the greater of:

- a) an additional fifth week of annual leave; or
- b) additional annual leave in accordance with sub-clause 20 (xii).

All other part time employees will be eligible to receive additional leave in accordance with sub-clause 20 (xii).

- (iv) Public holidays and annual leave
  - a) A public holiday occurring on an ordinary working day shall be allowed to employees without loss of pay.
  - b) An employee who is required to and does work on a public holiday shall have one day or one half day, as appropriate, added to their period of annual leave and be paid at the rate of one half time extra 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.
  - c) 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.
  - d) 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.
  - e) For employees who work less than five days per week, when a public holiday occurs on a day of the week on which an employee regularly works, that employee shall be entitled to observe the public holiday without loss of pay, i.e. the employee's roster must not be changed to avoid payment of the public holiday.
- (v) If the period during which an employee takes paid annual leave includes a day or part-day that is a public holiday in the place where the employee is based for work purposes, the employee is taken not to be on paid annual leave on that public holiday.
- (vi) For the purpose of this Part 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, Labour Day, Christmas Day, Boxing Day and any other day duly proclaimed and observed as a public holiday within the area in which the employee's usual workplace is situated.

- (vii) In addition to those public holidays prescribed in subclause (v) of this Part, there shall be an extra public holiday each year. Such public holiday will occur on the August Bank Holiday or a date which is determined by the employer following consultation with employees and if nominated with the Union. This public holiday is in substitution for any additional local public holiday or half public holiday proclaimed in a local government area.
- (viii) Employees engaged under this Part shall be entitled to all benefits of this Agreement not otherwise expressly provided for herein in the same proportion as their ordinary hours of work bear to full-time hours.
- (ix) Where a permanent part-time employee has been rostered to work any additional shift and is subsequently notified by the employer with less than twenty four hours' notice that the shift has been cancelled and no mutually suitable alternative shift is agreed to, the employee shall be entitled to payment of four hours pay at ordinary time, i.e. at the employee's base rate of pay. Provided that where the employer offers such a permanent part-time employee the ability to work the same shift on another ward or unit that is appropriate to their skills and experience, then the entitlement to four hours pay is not applicable.
- (x) Permanent part time employees may request in writing that their employer review their contract hours every 26 weeks and where appropriate increase their contracted hours to reflect the number of hours being performed. This request will be approved at the discretion of the Department Manager/Hospital Chief Executive Officer and will include consideration of whether these are permanent shifts or coverage of leave. The application will not be unreasonably refused.

## **PART II - CASUAL EMPLOYEES**

### **A. General Provisions**

- (i) A casual employee is one engaged on an hourly basis otherwise than as a part-time or full-time employee.
- (ii) A casual employee shall be paid an hourly rate calculated on the basis of 1/38<sup>th</sup> of the appropriate rate, prescribed by clause 8, Salaries, plus the casual loading of 25 per centum thereof, with a minimum payment of two hours for each start, and one thirty-eighth of the appropriate allowances prescribed by clause 14, Uniform and Laundry Allowances.
- (iii) With respect to a casual employee the provisions of; Clause 20, Annual Leave; clause 37, Learning and Development Leave, shall not apply.

Further, casual employees shall not be entitled to an additional day off or part thereof as prescribed by subclauses (iii) and (v) of clause 4, Hours of Work and Free Time of Employees.

- (iv) Casual employees shall not be entitled to the paid leave provisions set out in this Agreement, except in relation to long service leave.
- (v) A casual employee who is required to and does work on a public holiday as defined in sub-clauses (iii) and (iv) of Clause 20, Annual Leave, 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 penalties 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 III in respect of such work.

- (vi) Where a casual employee has been notified by the employer of a time to commence an engagement and that engagement is subsequently cancelled by the employer with less than two hours' notice the casual employee must be paid a minimum payment of two hours calculated at the rate which would have applied had the cancellation not occurred.
- (vii) A casual employee must not be required to work more than 12 consecutive hours unless the casual employee consents to do so.

#### **B. Casual Conversion**

- (i) A casual employee who has been rostered on a regular and systematic basis over a period of 6 months has the right to request conversion to permanent employment:
  - (a) on a full time contract where the employee has worked on a full time basis throughout the period of casual employment; or
  - (b) on a permanent part time contract where the employee has worked on a permanent part time basis throughout the period of casual employment. Such contract would be on the basis of the same number of hours as previously worked, unless other arrangements are agreed between the employer and the employee.
- (ii) The employer may consent to or refuse the request, but shall not unreasonably withhold agreement to such a request.
- (iii) Casual conversions will not apply where a casual covered absences of permanent staff that are expected to return to work.
- (iv) Where the employer refuses an employee's request to convert, the employer must provide the employee with the employer's reasons for refusal in writing within 21 days of the request being made.
- (v) For any ground of refusal to be reasonable, it must be based on facts which are known or reasonably foreseeable.
- (vi) Where it is agreed that a casual employee will have their employment converted to full-time or part-time employment, the employer and employee must discuss and record the detail of the agreement in writing.
- (vii) The employer must advise a casual employee in writing of their right to request permanent employment in accordance with this clause within the first 6 months of the employee's first engagement to perform work. Casual employees already employed at the date this Agreement commences operation are to be provided with such advice within twelve weeks of the date this Agreement commences operation.
- (viii) A casual employee's right to request to convert is not affected if the employer fails to comply with the notice requirements in subclause (vii).

## **20. ANNUAL LEAVE**

- (i) Annual leave on full pay accrues progressively during a year of service according to the employee's ordinary hours of work on the basis of the following:
  - (a) Employees required to work on a seven day basis (this is definition of shiftworker for the purposes of the NES for full time employees covered by this Agreement)- six weeks annual leave.

- (b) All other employees - four weeks annual leave.
- (ii) (a) An employee to whom paragraph (a) of subclause (i) applies and who is required to and does work on a public holiday shall be paid, in addition to the appropriate ordinary weekly rate of pay, at the rate of one half time extra for the time actually worked on such holiday. Such payment shall be in lieu of any additional rate for shift work or weekend work which would otherwise be payable had the day not been a public holiday.
  - (b) To leave prescribed by paragraph (a) of subclause (i) there shall be added one working day or one half working day for each special public holiday or half public holiday (not being one of the eleven specifically named public holidays prescribed by subclause (iii) of this clause, or a special day proclaimed in lieu of any of them) which may occur during the qualifying period for annual leave or during the period of annual leave.
  - (c) A public holiday occurring on an ordinary working day shall be allowed to employees covered by paragraph (b) of subclause (i) on full pay; provided that an employee who is required to and does work on a public holiday shall have one day or one half day, as appropriate, added to their period of annual leave and be paid at the rate of one half time extra for the time actually worked. Such payment is in lieu of any additional rate for shift work or weekend work which would otherwise be payable had the day not been a public holiday.
- In lieu of adding to annual leave under this paragraph an employee may elect to be paid for the time actually worked at the rate of time and one half in addition to their ordinary weekly rate. 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 3, Definitions, and who receives four 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 of 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 provisions of this paragraph shall apply to any public holiday falling during the period of annual leave.
- (iii) For the purpose of this subclause the following are to be public holidays viz., New Years Day, Australia Day, Good Friday, Easter Saturday, Easter Sunday, Easter Monday, Anzac Day, Queen's Birthday, Labour Day, Christmas Day, Boxing Day and any other day duly proclaimed and observed as a public holiday within the area in which the employee's usual workplace is situated.
  - (iv) 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 on a day in the Christmas-New Year period as determined by the employer following consultation with the Union, or other suitable day as agreed between the employer and employees and if nominated the Union. Such public holiday shall be regarded for all purposes of this clause as any other public holiday. This subclause shall apply in substitution for any additional local public holiday or half public holiday proclaimed in a local government area.
  - (v) An employee's entitlement to paid annual leave accrues progressively during a year of service according to the employee's ordinary hours of work, and accumulates from year to year.
  - (vi) Annual leave shall be taken by mutual agreement and the employer will not unreasonably refuse to a request to take annual leave provided reasonable notice is provided.

(vii) The employer by agreement with the employee, may allow annual leave to an employee before the right thereto has accrued.

(viii) (a) Each employee shall be paid for the period of the leave at the ordinary rate of salary to which they are entitled under this Agreement. Employees may request that before going on leave, such leave be paid in advance, otherwise the leave will be paid in the normal pay fortnights for the period of such leave.

(b) For the purpose of this subclause "ordinary rate of salary" means the Agreement salary.

(c) An employee to whom paragraph (a) of subclause (i) applies shall be paid during the first 28 consecutive days whilst on annual leave their ordinary rate of salary plus shift penalties and weekend penalties relating to ordinary time the employee would have worked if they had not been on annual leave. Additional annual leave accrued under subclause (xii) attracts shift penalties and weekend penalties relating to ordinary time the employee would have worked if they had not been on annual leave.

Provided that, the provisions of the preceding paragraphs of this subclause shall not apply to public holidays which occur during a period of annual leave or days which have been added to annual leave in accordance with paragraph (b) of subclause (ii) and subclause (iv) of this clause.

(ix) Annual Leave credited to an employee may be cashed out, subject to the following conditions:

- (a) the employee must elect in writing to receive payment in lieu of an amount of annual leave on each occasion on which annual leave is cashed out.
- (b) after the cashing out the employee's remaining accrued entitlement to paid annual leave must be no less than four (4) weeks.
- (c) the employer has agreed to the employee cashing out the annual leave; and
- (d) the employee must be paid at least the full amount that would have been payable to the employee had she or he taken the leave that he or she has forgone.

(x) Where the employee has leave accrual in excess of 150% of their annual leave accrual per year, the employer may direct the employee to take some or all of that accrued annual leave, provided that:

- (a) the employee has been given a reasonable opportunity to submit a plan to reduce the leave to six weeks (pro rata for part time) within six months;
- (b) the employer will not unreasonably refuse to agree to a leave reduction plan which includes saving leave for an extended vacation within 12 months; and
- (c) in directing that the employee take leave 8 weeks' notice will be provided by the Employer. and the minimum leave period will be 1 week and the employee cannot be directed to reduce the accrued leave to less than six weeks unless the employee chooses to take additional annual leave that would reduce the balance below six weeks.

(xi) Accrued annual leave, including leave accrued under subclause (xii) for full and uncompleted years of employment, is paid out on termination of employment at the rate that would have applied had the leave been taken during employment.

(xii) 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 the 12 month period of employment for annual leave purposes	Additional Annual Leave
4 to 10	1 day

11 to 17	2 days
18 to 24	3 days
25 to 31	4 days
32 or more	5 days

## **21. ANNUAL LEAVE LOADING**

- (i) Employees, other than shift workers, shall be paid an annual leave loading equivalent to 17.5% of four weeks ordinary salary.
- (ii) The annual leave loading is to be calculated on the salary or wage rate payable for the leave when taken. The rate of payment shall not include any other allowances, penalty or disability rates, commission, bonuses, incentive payments or overtime rates.
- (iii) Shift workers proceeding on annual leave are to be paid in respect of the leave taken, the shift and weekend penalty rates relating to ordinary time that they would have earned had they not taken the annual leave, or 17.5%, whichever is more favourable.
- (iv) 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 they would have become entitled, the loading then becomes payable.
- (v) Upon termination of employment for any reason, an employee who has accrued untaken annual leave shall be paid the loading which would have been payable had such leave been taken.

## **22. PURCHASED LEAVE**

- (i) Purchased leave is where employees have planned absences of up to six weeks of leave which is funded by salary deductions spread evenly over the year. This allows employees to continue to receive pay during such leave.
- (ii) Purchased leave must be utilised within the twelve months in which it is purchased.
- (iii) Purchased leave counts as service for all purposes.
- (iv) Applications for purchased leave must be made by 30 March to allow for applications to be considered. The purchased leave period will be based on the financial year (1 July to 30 June).
- (v) The Employer's approval of purchased leave will be based on the operational requirements of the Employer, having regard to the personal needs and family responsibilities of staff.
- (vi) Where an employee leaves the Employer during a year in which purchased leave has been approved, final payment will be adjusted to take account of deductions not yet made and leave not taken.
- (vii) Annual leave loading is not payable on purchased leave.

## **23. FAMILY AND COMMUNITY SERVICES LEAVE AND PERSONAL/CARERS' LEAVE**

- (i) For Eligible Directly Impacted Employees, as defined in Clause 3, Definition and employees employed prior to the 1 November 2014, the following Family and Community Services (FACS) Leave applies:

- (ii) Family and Community Services ('FACS') Leave and Personal/Carer's Leave are separate, stand alone entitlements.
- (iii) FACS Leave and Personal/Carer's Leave are available to all part time and full time employees covered by this Agreement in accordance with Parts A, B and D of this clause.
- (iv) FACS Leave and Personal/Carer's Leave are available to all casual employees covered by this Agreement in accordance with Part C of this clause.
- (v) Where any of the provisions of the NES are more beneficial then such additional provisions will apply.

#### **A FACS Leave**

##### **(i) FACS leave - general**

- (a) For the purpose of this clause relating to FACS Leave:

"relative" means a person either related by blood, marriage or affinity or a same sex partner who lives with the employee as the de facto partner of that employee on a bona fide domestic basis;

"affinity" means a relationship, including a de facto relationship, that one spouse has to blood relatives of the other.

"household" means a family group living in the same domestic dwelling.

- (b) The Chief Executive or authorised delegate may grant FACS Leave to an employee:

- (1) to provide care and/or support for sick members of the employee's relatives or household; or
- (2) for reasons related to the family responsibilities of the employee (e.g. to arrange and or attend a funeral of a relative; to accompany a relative to a medical appointment where there is an element of emergency; parent/teacher meetings; education week activities; to meet elder-care requirements of a relative); or
- (3) for reasons related to the performance of community service by the employee (e.g. in matters relating to citizenship; to office holders in local government, other than as a mayor, for attendance at meetings, conferences or other associated duties; representing Australia or the State in major amateur sport other than in Olympic/Commonwealth Games); or
- (4) in a case of pressing necessity (e.g. where an employee is unable to attend work because of adverse weather conditions which either prevent attendance or threaten life or property; the illness of a relative; where a child carer is unable to look after their charge).

- (ii) Where more beneficial, FACS Leave replaces Compassionate Leave as set out in clause 25.
- (iii) An employee is not to be granted FACS Leave for attendance at court to answer a criminal charge, unless the Chief Executive or authorised delegate approves the grant of leave in the particular case.

Applications for FACS Leave to attend court, for reasons other than criminal charges, will be assessed on an individual basis noting the NES include minimum paid Community Service Leave for employees on jury duty.

(iv) **FACS leave – entitlement**

(a) The maximum amount of FACS Leave on full pay that may be granted to an employee is:

- three working days during the first year of service, commencing on and from 1 January 1995, and thereafter six working days in any period of two years; or
- one working day, on a cumulative basis effective from 1 January 1995, for each year of service after two years' continuous service, minus any period of FACS Leave already taken by the employee since 1 January 1995,

whichever method provides the greater entitlement.

(b) For the purposes of calculating entitlement, a working day for employees working an average of 38 hours per week in each roster cycle shall be deemed to consist of eight hours. The rate at which FACS Leave is paid out and utilised shall be on actual hours absent from the rostered shift.

(c) FACS Leave is available to part-time employees on a pro rata basis.

(v) **Additional FACS leave for bereavement purposes**

Where FACS leave has been exhausted, additional FACS leave of up to two days for bereavement may be granted on a discrete, "per occasion" basis to an employee on the death of a relative or member of a household as defined in subclause (iv)(a) of this clause.

(vi) **Use of other leave entitlements**

The Chief Executive or authorised delegate may grant an employee other leave entitlements for reasons related to family responsibilities, or community service, by the employee.

An employee may elect, with the consent of the employer, to take annual leave; long service leave; or leave without pay.

**B Personal/Carer's Leave**

(i) **Use of sick leave to care for the person concerned – definitions**

A person who needs the employee's care or support is referred to as the "person concerned" and is:

- (a) a spouse of the employee; or
- (b) a de facto spouse, who, in relation to a person, is a person of the opposite sex to the first mentioned person who lives with the first mentioned person as the husband or wife of that person on a bona fide domestic basis although not legally married to that person; or
- (c) a child or an adult child (including an adopted child, a step child, a foster child or an ex nuptial child), parent (including a foster parent and legal guardian), grandparent, grandchild or sibling of the employee or spouse or de facto spouse of the employee; or
- (d) a same sex partner who lives with the employee as the de facto partner of that employee on a bona fide domestic basis; or
- (e) a relative of the employee who is a member of the same household, where for the purpose of this clause relating to Personal/Carer's Leave:



“relative” means a person related by blood, marriage or affinity;

“affinity” means a relationship that one spouse because of marriage has to blood relatives of the other; and

“household” means a family group living in the same domestic dwelling.

(ii) **Use of sick leave to care for the person concerned – entitlement**

- (a) The entitlement to use sick leave in accordance with this subclause is subject to the employee being responsible for the care and support of the person concerned; and the person concerned being as defined in subclause B (i) of this clause.
- (b) An employee covered by the provisions of this clause with responsibilities in relation to a person who needs their care and support shall be entitled to use the untaken sick leave, from that year’s annual sick leave entitlement, to provide care and support for such persons when they are ill.
- (c) Sick leave accumulates from year to year. In addition to the current year’s grant of sick leave available under (b) above, sick leave untaken from the previous three years may also be accessed by an employee with responsibilities in relation to a person who needs their care and support.
- (d) The Chief Executive or authorised delegate may, in special circumstances, make a grant of additional sick leave. This grant can only be taken from sick leave untaken prior to the period referred to in subclause (c) above.
- (e) The employee shall, if required, establish either by production of a medical certificate or statutory declaration, that the illness of the person concerned is such as to require care by another person.
- (f) The employee has the right to choose the method by which the ground for leave is established, that is, by production of either a medical certificate or statutory declaration.
- (g) The employee is not required to state the exact nature of the relevant illness on either a medical certificate or statutory declaration.
- (h) The 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.
- (i) In normal circumstances, the employee must not take leave under this subclause where another person has taken leave to care for the same person.

(iii) **Use of other paid leave and leave without pay**

An employee may elect, with the consent of the employer to take other paid leave or leave without pay for the purpose of providing care or support to another.

## **C Casual Employee Entitlements**

### **(i) Bereavement entitlements for casual employees**

- (a) Casual employees are entitled to not be available to attend work, or to leave work upon the death of a person prescribed in subclause A (i)(a) of this clause.
- (b) The employer and the employee shall agree on the period for which the employee will be entitled to not be available to attend work. In the absence of agreement, the employee is entitled to not be available to attend work for up to forty eight hours (i.e. two days) per occasion. The casual employee is not entitled to any payment for the period of non-attendance.
- (c) 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 engage a casual employee are otherwise not affected.

### **(ii) Personal carers entitlement for casual employees**

- (a) Subject to the evidentiary and notice requirements in subclauses B (ii)(e)-(h) casual employees are entitled to not be available to attend work, or to leave work if they need to care for a person prescribed in subclause B(i) of this clause who is sick and requires care or support, or who require care due to an unexpected emergency or the birth of a child.
- (b) The employer and the employee shall agree on the period for which the employee will be entitled to not be available to attend work. In the absence of agreement, the employee is entitled to not be available to attend work for up to forty eight hours (i.e. two days) per occasion. The casual employee is not entitled to any payment for the period of non-attendance.
- (c) 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.

## **D Flexible Work Practice Alternatives to Using FACS or Personal/Carer's Leave**

### **(i) Time off in lieu of payment of overtime to care for the person concerned**

- (a) An employee may elect, with the consent of the employer, to take time off in lieu of payment of overtime at a time or times agreed with the employer within 12 months of the said election, to care for the person concerned, as defined in sub-clause B(i) above. The conditions on TOIL are provided for in clause 16(iv).

### **(ii) Use of make-up time**

- (a) An employee may elect, with the consent of the employer, to work "make-up time". "Make-up time" is worked when the employee takes time off during ordinary hours for family or community service responsibilities, and works those hours at another time, during the spread of ordinary hours provided for in clause 4 of this 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 during ordinary hours and works those hours at another time) at the applicable shift work rate under clause 11 of this Agreement to the hours taken off.

## 24. PERSONAL/CARER'S LEAVE

- (i) For each year of service with the employer, an employee is entitled to 10 days of paid personal/carer's leave.
- (ii) An employee's entitlement to paid personal/carer's leave accrues progressively during a year of service according to the employee's ordinary hours of work, and accumulates from year to year.
- (iii) Part Time Employees: a part time employee shall accrue personal/carer's 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 the above conditions applying to full-time employees. Casual employees have no entitlement to paid personal/carer's leave.
- (iv) For the purpose of this clause "Service" means service with the employer.

(v) Taking paid personal/carer's leave

An employee may take paid personal/carer's leave if the leave is taken:

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

An employee shall not be entitled to personal/carer's leave on full pay for any period in respect of which such employee is entitled to accident pay, or workers' compensation; provided, however that where an employee is not in receipt of accident pay, an employer shall pay to an employee, who has personal/carer's leave entitlements under this clause, the difference between the amount received as workers compensation and full pay. The employee's personal/carer's leave entitlement under this clause shall, for each week during which such difference is paid, be reduced by the proportion of hours which the difference bears to full pay. On the expiration of available personal/carer's leave, weekly compensation payments only shall be payable.

(vi) Evidence in support of personal/carer's leave

The employee must provide a medical certificate from a registered health practitioner in support of their claim for paid personal/carer's leave. The employer may dispense with the requirement of a medical certificate where 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.

Subject to the provision of a satisfactory medical certificate and personal/carer's leave being due, annual leave or long service leave (extended leave) shall be recredited where an illness or injury occurs during the period of annual or long service leave. Provided that the employer is satisfied on the circumstances and the nature of the incapacity.

(vii) Notification requirements for personal/carer's leave

Each employee shall, as soon as reasonably practicable and in any case within 24 hours of the commencement of such absence, inform the employer of his or her inability to attend for duty and as far as possible state the nature of the injury or illness or unexpected emergency and the estimated duration of the absence.

## **25. COMPASSIONATE LEAVE**

- (i) An employee (other than a casual employee) shall be entitled to up to two days compassionate leave without deduction of pay for each occasion (a permissible occasion) when a member of the employee's immediate family or a member of the employee's household:
  - (a) contracts or develops a personal illness that poses a serious threat to his or her life;
  - (b) sustains a personal injury that poses a serious threat to his or her life; or
  - (c) dies.
- (ii) For casual employees, compassionate leave is unpaid and otherwise available on the same basis as sub-clause (i).
- (iii) Where 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 injury or illness.
- (iv) Compassionate leave may be taken in conjunction with other leave available under this clause 24. In determining such a request, the employer will give consideration to the circumstances of the employee and the reasonable requirements of the business.
- (v) 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, for example floods or bushfires, which clearly prevent attendance for duty.

## **26. FAMILY VIOLENCE**

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

The employer accepts the definition of family violence as stipulated in the relevant state legislation. The definition of family violence includes physical, sexual, financial, verbal or emotional abuse by a family member.
- (iii) General Measures
  - (a) Proof of family violence may be required and can be in the form of an agreed document issued by the Police Service, a Court, a Doctor, district nurse, maternal and child health care nurse, a Family Violence Support Service or Lawyer.
  - (b) Personal information concerning family violence will be kept confidential by the employer.
  - (c) An employee experiencing family violence may raise the issue with their immediate supervisor/manager.
- (iv) Individual support

In order to provide support to an employee experiencing family violence and to provide a safe work environment to all employees, the employer will approve a request from an employee experiencing family violence for the following, providing the request is reasonable in all the circumstances:

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

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

An employee experiencing family violence will be offered a referral to the relevant local resources. An employee that discloses to their supervisor that they are experiencing family violence will be given a resource pack of information regarding support services.

(v) Leave

- (a) The employer will provide employees who are victims of family violence and need time off work for medical or legal assistance, court appearances, counselling, relocation, or to make other safety arrangements with flexibility to use their personal/carer's leave for such purposes.
- (b) In addition, the employer will provide up to 10 paid days family violence leave per annum. This leave may be taken as consecutive or single days or as a fraction of a day. This leave is available in full at the start of each 12 month period of the employee's employment and does not accumulate from year to year.
- (c) The employee will apply in advance for this leave whenever possible.
- (d) An employee who supports a person experiencing family violence may take carer's leave to accompany them to court, to hospital or to mind children.

## 27. LONG SERVICE LEAVE

- (i) (a) Each employee shall be entitled to two months long service leave on full pay after ten years' service; thereafter additional long service leave shall accrue on the basis of five months long service leave on full pay for each ten years' service.

Employees with at least seven years' service are entitled, proportionate to their length of service, to a period of long service leave on the basis of two months' long service leave for ten years' service on full pay.

- (b) Where the services of an employee with at least five years' service and less than seven years' service are terminated by the employer for any reason or by the employee, on account of illness, incapacity or domestic or other pressing necessity, they shall be entitled to be paid a proportionate amount for long service leave on the basis of two months' long service leave for ten years' service.

Where the services of an employee with at least seven years' service are terminated by the employer or by the employee, they shall be entitled to be paid a proportionate amount for long service leave on the basis of two months' long service leave for ten years' service.

- (ii) For the purposes of subclause (i) of this clause-

- (a) "Service" shall mean service with the employer:

- (1) as a full time and/or permanent part time employee of Lifehouse.

- (b) Service shall not include-
  - (1) any period of leave without pay except in the case of employees who have completed at least ten years' service (any period of absence without pay being excluded therefrom) in which case service shall include any period of leave without pay not exceeding six months taken after the 12 March 1975;
- (iii) An employee with an entitlement to long service leave, may elect to access their entitlement:
  - (a) on full pay, or
  - (b) on half pay, or
  - (c) on double pay.
- (iv) When an employee elects to access their long service leave entitlement the following amounts of long service leave are to be deducted from the employee's long service leave entitlement:
  - (a) for each period of long service leave taken on full pay – the number of days so taken,
  - (b) for each period of long service leave taken on half pay – half the number of days so taken,
  - (c) for each period of long service leave taken on double pay – twice the number of days so taken.

This election is made on the basis that superannuation contributions for an employee who is a member of the State Authorities Superannuation Scheme or the State Superannuation Scheme will only be made for the period of the long service leave actually taken, i.e. contributions will be made at the single time rate.

It is emphasised that the accessing of long service leave on the basis of either (a), (b) or (c) above is made by the employee's voluntary election.
- (v) When an employee elects to access their long service leave entitlement, other leave entitlements will accrue as follows:
  - (a) for each period of long service leave taken on full pay - all other leave entitlements accrue at the employee's ordinary rate.
  - (b) for each period of long service leave taken on double pay - all other leave entitlements accrue at the employee's ordinary rate.
  - (c) for each period of long service leave taken on half pay – annual leave entitlements accrue at half the employee's ordinary rate while all other leave entitlements accrue at the employee's ordinary rate.
  - (d) This subclause shall apply to new periods of Long Service Leave taken after 23 February 2011.
- (vi) If a public holiday occurs while an employee is taking long service leave, and but for the taking of the long service leave the employee would have worked, the amount of long service leave to be deducted is to be reduced by the public holiday.
- (vii) Long service leave shall be taken at a time mutually arranged between the employer and employee.
- (viii) Full pay shall mean the Agreement salary if the employee having been requested by the employer to leave his or her room completely vacant during the period of long service leave, fails to do so.
- (ix) (a) On the termination of employment of an employee otherwise than by his or her death, an employer shall pay to the employee the monetary value of all long service leave accrued and not taken at the date of such termination.

(b) Where a worker dies and any long service leave:

- (1) to which the worker was entitled has not been taken, or
- (2) accrued upon termination of the services of the worker by reason of the worker's death and has not been taken,'

the employer shall upon request by the worker's personal representative pay to the worker's personal representative in full the ordinary pay that would have been payable to the worker in respect of the long service leave less any amount already paid to the worker in respect of that leave.

- (x) An employee shall be entitled to have previous part-time service which is the equivalent of at least two full days' duty per week taken into account for long service leave purposes in conjunction with full-time or permanent part-time service on the basis of the proportion that the actual number of hours worked each week bears to thirty eight hours, provided that the part-time service merges without break with the subsequent full-time or permanent part-time service.
- (xi) All employees employed under Part I –Part-Time Employees of clause 19, Part-Time and Casual Employees of this Agreement, will have such service counted for accrual of long service leave entitlement after 30 June, 1986. Such service shall include the average of all hours worked (excluding overtime) in each year of service or part thereof and include paid leave taken; in any year or part thereof in which leave without pay is taken, the period of leave without pay shall not be included for the purposes of the averaging calculation.

This calculation shall be carried out for each year of service on the employee's anniversary date of employment, and an appropriate entry made into the employee's records.

However, in recognition that data on the number of hours worked (excluding overtime) may not exist for all the periods of service after 30 June 1986, if there is a lack of data the employer is to calculate the long service leave entitlement as follows:

- (a) In the first instance, the Employer should utilise all existing records to determine the average of all hours worked (excluding overtime) and including paid leave taken for each year of service;
- (b) If the data to determine the number of hours worked (excluding overtime) is not available prior to the employee's 2000/2001 anniversary date, the Employer is to calculate the long service leave entitlement on the basis of the average of all hours worked (excluding overtime) in each year of service, and including paid leave taken since the employee's 2000/2001 anniversary date.

The resultant average of hours worked per week from application of (a) or (b) above will then be applied over the employee's total period of employment after 30 June, 1986 for which data does not exist to form the basis for calculating payment for the long service leave to be taken by the employee for this period. In this situation the employer shall consult with the employee regarding the lack of data prior to making a final decision that the data does not exist. In any event, for the purpose of this calculation the resultant average of all hours worked is to be no less than the employee's contracted hours for each year of service.

Entitlement and calculation for any period of employment prior to 30 June 1986 shall be determined according to subclause (x) of this clause.

- (xii) Except as provided for in subclause (xiii) of this clause, rights to long service leave under this clause shall be in replacement of rights to long service leave, if any, which at 12 March 1975, may have accrued or may be accruing to an employee and shall apply only to persons in the employ of the employer on or after 12 March 1975. Where an employee has been granted long service leave or

has been paid its monetary value prior to 12 March, 1975, the employer shall be entitled to debit such leave against any leave to which the employee may be entitled pursuant to this clause.

(xiii) The following provisions apply only to employees employed in a hospital as at 12 March 1975:

(a) An employee employed -

- (1) on a part time basis as at 12 March 1975, may be allowed long service leave in accordance with the long service leave provisions in force prior to 12 March 1975, in lieu of the provisions of the *Long Service Leave Act, 1955*, as provided for in subclause (ix) of this clause;
- (2) on a full time basis as at 12 March 1975 but who has had prior part time service may be allowed to continue to be granted long service leave in accordance with the long service leave provisions in force prior to 12 March 1975, in lieu of the provisions provided by this Agreement where such benefits are more favourable to the employee.

(xiv) Employees employed under Part II – Casual Employees, of clause 19, Part Time and Casual Employees are entitled to accrue long service leave under the provisions of the *Long Service Leave Act 1955*, as amended, subject to meeting the provisions of that Act.

## **28. MATERNITY, ADOPTION AND PARENTAL LEAVE**

- (i) All eligible employees covered by this Agreement are entitled to the provisions of this clause other than casual employees.
- (ii) Casual employees are entitled to parental leave in accordance with the provisions of *Fair Work Act 2009*.
- (iii) Liability for Superannuation Contributions

During a period of unpaid adoption or parental leave, the employee will not be required to meet the employer's superannuation liability.

### **A Maternity Leave**

(i) **Eligibility for Paid Maternity Leave -**

To be eligible for paid maternity leave a full time or permanent part time employee must have completed at least forty weeks continuous service prior to the expected date of birth.

An employee who has once met the conditions for paid maternity leave will not be required to work again the forty weeks continuous service in order to qualify for a further period of paid maternity leave, unless;

- (a) there has been a break in service of two months or more where the employee has been re-employed after the termination of their employment; or
- (b) the employee has completed a period of leave without pay of more than forty weeks. In this context, leave without pay does not include sick leave without pay, maternity leave without pay, or leave without pay associated with an illness or injury compensable under the *Workers' Compensation Act, 1987*.



(ii) **Entitlement to Paid Maternity Leave -**

- (a) An eligible employee is entitled to fourteen weeks at the ordinary rate of pay from the date maternity leave commences. This leave may commence up to fourteen weeks prior to the expected date of birth.

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

Paid maternity leave may be paid:

- on a normal fortnightly basis; or
- in advance in a lump sum; or
- at the rate of half pay over a period of twenty-eight weeks on a regular fortnightly basis.

Annual and/or long service leave credits can be combined with periods of maternity leave on half pay to enable an employee to remain on full pay for that period.

(iii) **Unpaid Maternity Leave**

- (a) Full time and permanent part time employees who are entitled to paid maternity leave are entitled to a further period of unpaid maternity leave of not more than twelve months after the actual date of birth.
- (b) Full time and permanent part time employees who are not eligible for paid maternity leave are entitled to unpaid maternity leave of not more than twelve months.
- (c) Full time and permanent part time employees may also apply for additional unpaid maternity leave as provided for in subclause (i)(b) of Part D Right to Request of this clause.

(iv) **Applications**

An employee who intends to proceed on maternity leave should formally notify her employer of such intention as early as possible, so that arrangements associated with her absence can be made.

Written notice of not less than eight weeks prior to the commencement of the leave should accordingly be given. This notice must include a medical certificate stating the expected date of birth and should also indicate the period of leave desired.

(v) **Variation after Commencement of Leave**

After commencing maternity leave, an employee may vary the period of her maternity leave, once without the consent of her employer and otherwise with the consent of her employer. A minimum of fourteen days' notice must be given, although an employer may accept less notice if convenient.

The conditions relating to variation of maternity leave are derived from the *Fair Work Act 2009*.

(vi) **Staffing Provisions**

In accordance with obligations established by the *Fair Work Act 2009*, any person who occupies the position of an employee on maternity leave must be informed that the employee has the right to return to her former position. Additionally, since an employee has the right to vary the period of her maternity leave, offers of temporary employment should be in writing, stating clearly the

temporary nature of the contract of employment. The duration of employment should be also set down clearly; to a fixed date or until the employee elects to return to duty, whichever occurs first.

(vii) **Effect of Maternity Leave on Accrual of Leave, Increments etc.**

When the employee has resumed duties, any period of full pay leave is counted in full for the accrual of annual leave, sick leave and long service leave and any period of maternity leave on half pay is taken into account to the extent of one half thereof when determining the accrual of annual leave, sick leave and long service leave.

Except in the case of employees who have completed ten years' service the period of maternity leave without pay does not count as service for long service leave purposes. Where the employee has completed ten years' service the period of maternity leave without pay shall count as service provided such leave does not exceed six months.

Maternity leave without pay does not count as service for incremental purposes. Periods of maternity leave at full pay and at half pay are to be regarded as service for incremental progression on a pro-rata basis.

Where public holidays occur during the period of paid maternity leave, payment is at the rate of maternity leave received i.e., public holidays occurring in a period of full pay maternity leave are paid at full rate and those occurring during a period of half pay leave are paid at half rate.

(viii) **Illness Associated with Pregnancy**

If, because of an illness associated with her pregnancy an employee is unable to continue to work then she can elect to use any available paid leave (sick, annual and/or long service leave) or to take sick leave without pay.

Where an employee is entitled to paid maternity leave, but because of illness, is on sick, annual, long service leave, or sick leave without pay prior to the birth, such leave ceases 6 weeks prior to the expected date of birth. The employee then commences maternity leave with the normal provisions applying.

(ix) **Transfer to a More Suitable Position**

Where, because of an illness or risk associated with her pregnancy, an employee cannot carry out the duties of her position, an employer is obliged, as far as practicable, to provide employment in some other position that she is able to safely perform. This obligation arises from the *Fair Work Act 2009*. A position to which an employee is transferred under these circumstances must be as close as possible in status and salary to her substantive position.

(x) **Miscarriages**

In the event of a miscarriage any absence from work is to be covered by the current sick leave provisions.

(xi) **Stillbirth**

In the case of a stillbirth, (as classified by the Registry of Births, Deaths and Marriages) an employee may elect to take sick leave, subject to production of a medical certificate, or maternity leave. She may resume duty at any time provided she produces a doctor's certificate as to her fitness.

(xii) **Effect of Premature Birth on Payment of Maternity Leave**

An employee who gives birth prematurely and prior to proceeding on maternity leave shall be treated as being on maternity leave from the date leave is commenced to have the child. Should an employee return to duty during the period of paid maternity leave, such paid leave ceases from the date duties are resumed.

(xiii) **Right to Return to Previous Position**

In accordance with the obligations set out in the *Fair Work Act 2009* an employee returning from maternity leave has the right to resume her former position.

Where this position no longer exists the employee is entitled to an available position for which the employee is capable or qualified nearest in status and pay to the pre-parental leave position.

(xiv) **Further Pregnancy While on Maternity Leave**

Where an employee becomes pregnant whilst on maternity leave a further period of maternity leave shall be granted. If an employee enters on the second period of maternity leave during the currency of the initial period of maternity leave, then any residual maternity leave from the initial entitlement ceases.

An employee who commences a subsequent period of maternity leave while on unpaid maternity leave under subclause (iv)(a) of Part A of this clause or subclause (i)(b) of Part D of this clause is entitled to be paid at their normal rate (ie the rate at which they were paid before proceeding on maternity leave).

An employee who commences a subsequent period of maternity leave during the first twelve months of a return to duty for less than full time hours as provided under subclause (i)(c) of Part D of this clause is entitled to be paid at their substantive full time rate for the subsequent period of maternity leave.

An employee who commences a subsequent period of maternity leave more than twelve months after returning to duty for less than full time hours under subclause (i)(c) of Part D of this clause, will be entitled to paid maternity leave for the subsequent period of maternity leave at their part time rate.

(xv) **National Employment Standard**

Where any of the provisions of the NES are more beneficial, then such additional provisions will apply.

**B Adoption Leave**

(i) **Eligibility**

All full time and permanent part time employees who are adopting a child and are to be the primary care giver of the child are eligible for unpaid adoption leave.

To be eligible for paid adoption leave a full time or permanent part time employee must also have completed at least forty weeks continuous service prior to the date of taking custody of the child.

An employee who has once met the conditions of paid adoption leave, will not be required to again work the forty weeks continuous service in order to qualify for further periods of paid adoption leave, unless;

- (a) there has been a break in service of two months or more where the employee has been re-employed after the termination of their employment; or
- (b) the employee has completed a period of leave without pay of more than forty weeks. In this context, leave without pay does not include sick leave without pay, maternity leave without pay, or leave without pay associated with an illness or injury compensable under the *Workers Compensation Act, 1987*.

(ii) **Entitlement**

(a) **Paid Adoption Leave**

Eligible employees are entitled to paid adoption leave of fourteen weeks at the ordinary rate of pay from and including the date of taking custody of the child.

Paid adoption leave may be paid:-

- on a normal fortnightly basis; or
- in advance in a lump sum; or
- at the rate of half pay over a period of twenty-eight weeks on a regular fortnightly basis.

Annual and/or long service leave credits can be combined with periods of adoption leave at half pay to enable an employee to remain on full pay for that period.

(b) **Unpaid Adoption Leave**

Eligible employees are entitled to unpaid adoption leave as follows:

- where the child is under the age of twelve months - a period of not more than twelve months from the date of taking custody;
- where the child is over the age of twelve months - a period of up to twelve months, such period to be agreed upon by both the employee and the employer.

(iii) **Applications**

Due to the fact that an employee may be given little notice of the date of taking custody of a child, employees who believe that, in the reasonably near future, they will take custody of a child, should formally notify the employer as early as practicable of the intention to take adoption leave. This will allow arrangements associated with the adoption leave to be made.

(iv) **Variation after Commencement of Leave**

After commencing adoption leave, an employee may vary the period of leave, once without the consent of the employer and otherwise with the consent of the employer. A minimum of fourteen days' notice must be given, although an employer may accept less notice if convenient.

(v) **Staffing Provisions**

As per maternity leave conditions.

(vi) **Effect of Adoption Leave on Accrual of Leave, Increments, etc**

As per maternity leave conditions.

(vii) **Right to return to previous position**

As per maternity leave conditions.

(viii) **National Employment Standard**

Where any of the provisions of the NES are more beneficial, then such additional provisions will apply.

**C Parental Leave**

(i) **Eligibility**

To be eligible for parental leave a full time or permanent part time employee must have completed at least 40 weeks continuous service prior to the expected date of birth or to the date of taking custody of the child.

An employee who has once met the conditions for paid parental leave will not be required to again work the 40 weeks continuous service in order to qualify for a further period of paid parental leave, unless:

- (a) there has been a break in service of two months or more where the employee has been re-employed after the termination of their employment; or
- (b) the employee has completed a period of leave without pay of more than 40 weeks. In this context, leave without pay does not include sick leave without pay, maternity leave without pay, or leave without pay associated with an illness or injury compensable under the Workers' Compensation Act 1987.

(ii) **Entitlements**

Eligible employees whose spouse or partner (including a same sex partner) is pregnant or is taking custody of a child are entitled to a period of leave not exceeding fifty two weeks which includes one week of paid leave, and may be taken as follows:

- (a) an unbroken period of up to eight weeks at the time of the birth of the child, taking custody of the child or other termination of the pregnancy (short parental leave); and
- (b) a further unbroken period in order to be the primary caregiver of the child (extended parental leave).
- (c) The entitlement of one weeks' paid leave may be taken at any time within the fifty two week period and shall be paid:
  - at the employee's ordinary rate of pay for a period not exceeding one week on full pay; or
  - two weeks at half pay or the period of parental leave taken, whichever is the lesser period.

Annual and/or long service leave credits can be combined with periods of parental leave on half pay to enable an employee to remain on full pay for that period.

- (d) Extended parental leave cannot be taken at the same time as the employee's spouse or partner is on maternity or adoption leave except as provided for in subclause (i)(a) of Part D Right to Request of this clause or the *Fair Work Act 2009*.

(iii) **Applications**

An employee who intends to proceed on parental leave should formally notify their employer of such intention as early as possible, so that arrangements associated with their absence can be made.

- (a) In the case of extended parental leave, the employee should give written notice of the intention to take the leave.
- (b) The employee must, at least four weeks before proceeding on leave, give written notice of the dates on which they propose to start and end the period of leave, although it is recognised in situations of taking custody of a child, little or no notice may be provided to the employee. In such an instance, the employee should notify the employer as early as practicable.
- (c) The employee must, before the start of leave, provide a certificate from a medical practitioner confirming that their spouse or partner is pregnant and the expected date of birth, or in the case of an adoption, an official form or notification on taking custody of the child.
- (d) In the case of extended parental leave, the employee must, before the start of leave, provide a statutory declaration by the employee stating:
  - (1) if applicable, the period of any maternity leave sought or taken by his spouse, and
  - (2) that they are seeking the period of extended parental leave to become the primary care giver of the child.

(iv) **Variation after Commencement of Leave**

After commencing parental leave, an employee may vary the period of her/his parental leave, once without the consent of the employer and otherwise with the consent of the employer. A minimum of fourteen days' notice must be given, although an employer may accept less notice if convenient.

(v) **Effect of Parental Leave on Accrual of Leave, Increments etc.**

As per maternity leave conditions.

(vi) **Right to return to Previous Position**

As per maternity leave conditions.

(vii) **National Employment Standard**

Where any of the provisions of the NES are more beneficial, then such additional provisions will apply.

**D Right to Request**

- (i) An employee entitled to maternity, adoption or parental leave may request the employer to allow the employee:
  - (a) to extend the period of unpaid maternity, adoption or extended parental leave taken for a further continuous period of leave not exceeding twelve months;
  - (b) to return to duty for less than the full time hours they previously worked by taking weekly leave without pay.

to assist the employee in reconciling work and parental responsibilities.

- (ii) The employer shall consider the request having regard to the employee's circumstances and, provided the request is genuinely based on the employee's parental responsibilities, may only refuse the request on reasonable grounds related to the effect on the workplace or the employer's business. Such grounds might include cost, lack of adequate replacement staff, loss of efficiency and the impact on customer service.
- (iii) The employee's request and the employer's decision made under (i)(a) and (b) must be recorded in writing.
- (iv) Where an employee wishes to make a request under subclause (i)(b):
  - (a) the employee is to make an application for leave without pay to reduce their full time weekly hours of work.
  - (b) such application must be made as early as possible to enable the employer to make suitable staffing arrangements. At least four weeks' notice must be given.
  - (c) Salary and other conditions of employment are to be adjusted on a basis proportionate to the employee's full time hours of work i.e. for long service leave the period of service is to be converted to the full time equivalent, and credited accordingly.
  - (d) It should be noted that employees who return from maternity, adoption or parental leave under this arrangement remain full time employees.

#### **E Communication During Leave**

- (i) Where an employee is on maternity, adoption or parental leave and a definite decision has been made to introduce significant change at the workplace, the employer shall take reasonable steps to:
  - (a) make information available in relation to any significant effect the change will have on the status or responsibility level of the position the employee held before commencing the leave; and
  - (b) provide an opportunity for the employee to discuss any significant effect the change will have on the status or responsibility level of the position the employee held before commencing leave.
- (ii) The employee shall take reasonable steps to inform the employer about any significant matter that will affect the employee's decision regarding the duration of leave to be taken, whether the employee intends to return to work and whether the employee intends to request to return to work on a part-time basis.
- (iii) The employee shall also notify the employer of changes of address or other contact details which might affect the employer's capacity to comply with subclause (i).

#### **F Commonwealth Paid Parental Leave (CPPL)**

- (i) From 1 January 2011 the CPPL scheme may be available to eligible employees.
- (ii) The amount of paid leave provided in this Agreement shall not be reduced in terms of its monetary value by the CPPL (18 weeks' paid parental leave prescribed under the Paid Parental Leave Act 2010). For the avoidance of doubt the value of the paid parental leave provided under this Agreement will be in addition to the value of the 18 weeks paid parental leave paid at the Federal minimum wage.

## 29. AMENITIES

- (i) (a) The employer shall provide for the use of employees:
- (1) a suitable change room and adequate washing and toilet facilities; provided that the washing and toilet facilities need not be distinct from those provided for employees who live in and this provision shall not apply to a hospital the registered number of beds of which is less than 9;
  - (2) a locker fitted with lock and key or other suitable place for the safe keeping of clothing and personal effects of such employee;
- (b) The employer shall provide for an employee, tea, coffee, milk and sugar for morning and afternoon tea, supper and early morning tea when the employee is on duty at times appropriate for the partaking thereof.

## 30. TERMINATION OF EMPLOYMENT

- (i) Except for misconduct justifying summary dismissal, the services of an employee shall be terminated only by the following written notification periods,

<b>Employee's period of continuous service with the employer at the end of the day the notice is given</b>	<b>Notice Period</b>
Not more than three years	2 weeks
More than 3 years but not more than 5 years	3 weeks
More than 5 years	4 weeks

or by payment of the relevant notification period in lieu thereof.

- (ii) The notification period is increased by 1 week if the 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.
- (iii) Where an employee resigns, the employee notice of termination required to be given by an employee is the same as that required of an employer except that the employee does not have to give additional notice based on the age of the employee.
- (iv) If an employee who is at least 18 years old does not give the period of notice required under paragraph (i), then the employer may deduct from wages due to the employee under this Agreement an amount that is no more than one week's wages for the employee.
- (v) If the employer has agreed to a shorter period of notice than that required under paragraph (i), then no deduction can be made under paragraph (iv).
- (vi) Any deduction made under paragraph (iv) must not be unreasonable in the circumstances and be in accordance with the requirements of the Act which require written agreement between the employer and the employee.
- (vii) Employees who have accrued additional days off duty pursuant to subclause (vii) of clause 4, Hours of Work and Free Time, shall be paid for such accrued time at ordinary rate of pay upon termination.
- (viii) Upon the termination of the services of an employee, the employer shall furnish the employee with a written statement, duly signed by or on behalf of the employer, setting out the period of the employment and the capacity in which the employee was employed.



### 31. LABOUR FLEXIBILITY

- (i) An employer may direct an employee to carry out such duties as are reasonable and within the limits of the employee's skill, competence and training provided that such duties are not designed to promote deskilling.
- (ii) An employer may direct an employee to carry out such duties and use such tools and 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 tools and equipment.
- (iii) Any direction issued by an employer pursuant to sub-clause (i) and (ii) shall be consistent with the employer's responsibilities to provide a safe and healthy working environment.
- (iv) Existing provisions with respect to the payment of mixed functions/higher duties allowances shall apply in such circumstances.

### 32. DISPUTES

- (i) All parties must use their best endeavours to cooperate in order to avoid any grievances and/or disputes. A dispute may be about any matter.
- (ii) Where a dispute arises (including about any matter arising under the Agreement and/or in relation to the NES), regardless of whether it relates to an individual nurse or to a group of nurses, the matter must be discussed in the first instance by the nurse(s) (or the Union or another workplace representative on behalf of the nurse(s) if the nurse(s) so request(s)) and the immediate supervisor of that nurse(s).
- (iii) If the matter is not resolved within a reasonable time it must be referred by the nurse(s)' immediate supervisor to the Chief Executive Officer of the employer (or their nominee) and may be referred by the nurse(s) to the Union or their workplace representative. Discussions at this level must take place and be concluded within two working days of referral or within an extended period as reasonably agreed by the parties.
- (iv) If the matter remains unresolved, the Union or other workplace representative must then confer with the appropriate level of management. Discussions at this level must take place and be concluded within two working days of referral or such extended period as may be agreed.
- (v) If a dispute is unable to be resolved at the workplace, and all appropriate steps under paragraphs (i)-(iv) have been taken, a party to the dispute may refer the dispute to the Fair Work Commission ("FWC"). Unless the parties agree otherwise, FWC is expressly permitted by this Agreement to perform any function that it considers appropriate to ensure the settlement of the dispute. Without limiting the scope of such functions, they shall include mediation, conciliation and/or arbitration. The employer or employee may appoint another person, organisation or the Union to accompany and/or represent them for the purposes of this clause.
- (vi) The status quo before the emergence of the issue must continue whilst these procedures are being followed. For this purpose 'status quo' means the work procedures and practices in place:
  - (a) immediately before the issue arose; or
  - (b) immediately before any change to those procedures or practices, which caused the issue to arise, was made.

The employer must ensure that all practices applied during the operation of these procedures are in accordance with safe working practices.

- (vii) Throughout all stages of these procedures, adequate records must be kept of all discussions.

- (viii) These procedures will be facilitated by the earliest possible advice by one party to the other of any issue or problem which may give rise to a grievance or dispute.

### **33. SALARY PACKAGING**

- (i) Employees may be able to make voluntary pre-tax contributions or payments through a written salary packaging agreement between the employer and the employee. The employer will pay the salary packaging amount in accordance with the salary sacrifice agreement.
- (ii) An employee may apply to have their ordinary time earnings reduced by an amount nominated by them as a salary packaging contribution for their benefit.
- (iii) The total value of the reduced salary and the agreed value of the benefits provided will not be less than the amount that would otherwise be paid if the salary sacrifice/ packaging arrangement was not in place. The employees will be offered the opportunity to choose from the list of benefits, which will be paid by the employer, through the provider of the service, instead of receiving gross salary. Gross salary is reduced by the amount of the benefits paid by the employer. The new gross salary is then subject to PAYG tax.
- (iv) The employer will nominate a provider of salary packaging services to manage these arrangements. The cost of the administration of the salary packaging arrangement is to be borne by the employee and deducted from the employee's account each fortnight.
- (v) The employer shall meet the cost of implementing the administrative and payroll arrangements necessary for the introduction of salary packaging to the employees under this Agreement.
- (vi) All existing entitlements such as superannuation, leave loading, penalties and overtime etc., will be based on the pre-packaged salary.
- (vii) The parties recognise the need for employees to consider independent financial and taxation advice and recommend that employees consider such advice prior to entering into salary packaging arrangements.
- (viii) The employees covered under this Agreement will have access to salary packaging arrangements subject to the following provisions:
  - (a) Accessing a salary packaging arrangement is a voluntary decision to be made by the individual employee.
  - (b) The employee wishing to enter into a salary packaging arrangement will be required to sign a document which indicates that:
    - (1) The employee has sought expert advice in relation to entering into such an arrangement and;
    - (2) The employee understands that in the event that Fringe Benefits Tax (FBT) becomes payable on the benefit items which are selected, the salary packaging arrangement shall lapse and a new arrangement be put in place whereby the total cost of salary packaging to the employer does not increase; and
    - (3) If the employee elects to continue with packaging, the cost of the payment of the FBT will be passed back to the employee, or benefit items can be converted back to the agreed salary as per this Agreement; and
    - (4) that upon resignation or termination of employment the employer shall be, by deduction from final payments or upon demand, reimbursed any amounts of over-expenditure.

- (ix) In the event that the law governing superannuation and/or taxation make the objective of this clause ineffective, unattainable or illegal, the employer will advise the employee concerned. The salary packaging contribution arrangement will be terminated or amended to comply with such laws.
- (x) Unless otherwise agreed by the employer, an employee may terminate their salary packaging contribution/payment by giving not less than one month's written notice, provided the terms of any other agreement relating to the salary packaging benefit are met.

#### **34. DEDUCTION OF UNION MEMBERSHIP FEES**

The employer agrees, subject to prior written authorisation by Union members, to deduct Union subscriptions from the pay of the authorising members and remit to the Union.

#### **35. STAFFING ARRANGEMENTS**

- (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.

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

- (ii) Should any nurse 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 manager. The nurse manager shall investigate any issue that is raised within 48 hours and provide a response to the issues. If the nurse manager is unable to resolve the workload issue or respond within this period, the issue is to be referred to the Director of Nursing. The employee may be represented by any nominated employee representative which may be a union representative.

It is the intent of the parties that the issue be initially dealt with as close to the source as possible, with graduated steps for further discussion and resolution at higher authority levels where necessary. If the matter is not settled with a reasonable period of time, the employee (or their nominated employee representative) may utilise the dispute settlement procedure of this Agreement.

- (iii) In determining whether staffing levels are appropriate, factors that should be considered include (but not limited to) occupancy, patient acuity, the skill level of staff, the availability of support staff, patient movements, practice within comparative wards/units and professional nursing standards and conduct as determined by the appropriate regulatory authorities.
- (iv) On a shift by shift basis if an employee has a concern regarding patient clinical acuity and staffing this can be immediately escalated to NUM, Hospital Supervisor, DON and Executive on call.
- (v) Nursing Hours of 5.5 Nursing Hours per Patient Day ('NHPPD') averaged over a 4 week period will apply to inpatient wards.
- (vi) The employer has a responsibility to provide reasonable workloads for nurses.

- (vii) **Principles of staffing arrangements**

The following principles shall be applied in determining or allocating a reasonable workload for a nurse:

- (a) Reasonable workloads will be based on the application of the staffing arrangements detailed in this clause. The arrangements may be the reasonable workload principles alone

or, in addition, the minimum provisions set out in of subclauses (viii) and (xi) in relation to the services, wards and units to which they apply.

- (b) Workload assessment will take into account measured demand by way of clinical assessment, including acuity, skill mix, specialisation where relevant, and geographical and other local requirements/resources.

Workload assessment will also take into account occupancy, the availability of support staff, patient movements, practice within comparative wards/units and professional nursing standards and conduct as determined by the appropriate regulatory authorities.

- (c) The work performed by the employee will be able to be satisfactorily completed within the ordinary hours of work assigned to the employee in their roster cycle.
- (d) The work will be consistent with the duties within the employee's classification description and at a professional standard so that the care provided or about to be provided to a patient or client shall be adequate, appropriate and not adversely affect the rights, health or safety of the patient, client or nurse.
- (e) The workload expected of an employee will not be unreasonable having regard to the skills, experience and classification of the employee for the period in which the workload is allocated.
- (f) An employee will not be allocated an unreasonable or excessive nursing workload or other responsibilities except in emergency or extraordinary circumstances of an urgent nature.
- (g) An employee shall not be required to work an unreasonable amount of overtime.
- (h) An employee's workload will not prevent reasonable and practicable access to Learning and Development Leave, together with 'in-house' courses or activities, and mandatory training and education.
- (i) Existing minimum staffing levels to ensure safe systems of work and patient safety shall continue to apply.
- (j) Nothing in this clause prevents a higher level of staffing from being provided when, and where, this is necessary for clinical or other reasons.

**(viii) Nursing Hours – Inpatient Wards**

- (a) 5.5 Nursing Hours per Patient Day (NHPPD) will apply to any inpatient wards operating at Lifehouse, accounted for over a 4 week period.
- (b) Only nurses providing direct clinical care are included in the NHPPD. Subject to subclause (viii)(c), this does not include positions such as Assistant Director of Nursing, Nursing Unit Managers, Clinical Nurse Educators, Clinical Nurse Consultants, dedicated administrative support staff and wardspersons.
- (c) In light of the particular operational requirements of Lifehouse, where either a Nurse Unit Manager Level I or a Clinical Nurse Consultant is rostered to provide direct patient care for a shift, then such rostered hours can be included in the NHPPD.
- (d) In implementing Nursing Hours in Nursing Hours Wards the daily bed census data averaged over a specified preceding period of up to fifty two weeks (in whole weeks) will be used to determine the 'number of patients'. In determining the specified period due regard should be given to reduced activity periods, seasonality and other local factors. Where seasonality is a significant factor, the specified period can be the equivalent period in the preceding year.

- (e) The NUM will distribute the hours/shifts across the day and week in a rostering pattern with due regard to the workload pattern of their ward, provided the applicable NHPPD is achieved over the week.
- (f) The NUM may distribute the NHPPD to include a nurse in charge who does not also have an allocated patient workload, provided the applicable NHPPD are achieved over the week
- (g) When, on a shift, the NUM considers that patient care needs cannot be sufficiently met from the nurses immediately available and the NUM (or nurse delegated with responsibility for patient care within the ward/unit) considers additional nursing hours should be provided in order to meet clinical needs, the NUM will inform the appropriate Nurse Manager who, together with the NUM, will consider a solution including, but not limited to, the following options:
  1. deployment of nurses from other wards/units;
  2. additional hours for part time staff;
  3. engagement of casual/agency nursing staff;
  4. overtime;
  5. prioritisation of nursing activities on the ward/unit;
  6. reallocation of patients.

When these options have been exhausted and only with approval from the Director of Nursing and the concurrence of the Executive on call or the CEO, the decision may be made to limit admissions when discharges occur from the ward/unit. This decision is to be made as soon as practicable after commencement of the shift.

- (h) The employer shall provide employees with weekly access to the Daily Labour Hours Report and, in addition, weekly access to any other data that is required to ensure transparency around the delivery of the 5.5 NHPPD.
- (ix) Staffing arrangements is an agenda item for all unit/ward meetings and is to be reviewed collaboratively. Such meetings should occur on a regular basis and are the forum to receive feedback on progress of any particular issue regarding staffing. Rostering patterns, meal breaks and staff mix are to be reviewed by the team with any recommendations to address issues to be presented, in writing and with specific examples, to the Director of Nursing.
- (x) **Replacement of Absences**
  - (a) When an unplanned absence occurs (e.g. due to unexpected sick leave) the NUM (or delegate) will immediately review the roster to determine the effect of the absence on workload.
  - (b) Where the NUM (or delegate) determines to backfill the absence, the default position is to fill the absence with a nurse of the same classification as the absent nurse.
  - (c) If all avenues to backfill the absence with a nurse at the same classification are exhausted and the only remaining option is to backfill the absence with a nurse of a lower classification, the NUM (or delegate) must consider how the functions performed in the ward/unit can be safely and appropriately performed by a nurse of another nursing classification.
  - (d) In some circumstances it may be possible to backfill with a nurse of a lower classification. Where it is determined to backfill with a nurse of a lower classification, a record of this, together with the reasons, must be made.

- (xi) With respect to perioperative services, ACORN standards (Australian College of Perioperative Nurses, Standards for Perioperative Nursing in Australia 15<sup>th</sup> edition and as updated from time to time) will be implemented in Lifehouse.

### 36. REPRESENTATIVE LEAVE

- (i) Leave to attend trade union and union delegate courses/ seminars shall be as follows:
  - (a) To a maximum of four (4) days per year (1 January to 31 December) for each representative at the Hospital for the totality of all applications of paid trade union, union delegate training leave, attendance at association/union conferences, meetings and courses provided that:
    - 1. That two (2) weeks' notice is provided to the employer;
    - 2. The approval of leave must have regard to the operational requirements of the employer;
    - 3. This leave shall be paid at the ordinary time rate of pay.
- (ii) The number of representatives, taking into account the size of the hospital, will be agreed between the parties. Provided that the minimum number of agreed representatives shall be not less than two and no more than four representatives.
- (iii) Reasonable time will be allowed for appointed job delegates to carry out their respective roles.
- (iv) Leave of absence granted pursuant to this clause shall count as service for all purposes of this Agreement.
- (v) Trade Union Activities regarded as On-Duty

Subject to operational requirements, a Union delegate will be released from the performance of normal duty when required to undertake any of the activities specified at (a) to (f) below.

While undertaking such activities on a normal rostered day on duty, the Union delegate will be regarded as being on duty and will not be required to apply for leave. The delegate will not be entitled to overtime at the end of the roster cycle as a consequence of undertaking these activities.

In circumstances where a Union delegate is not rostered for duty or is on an allocated/additional day off and is not required by the employer to undertake these activities, such time will not be counted as time worked.

- (a) Attendance at meetings of the workplace's Work Health and Safety Committee and participation in all official activities relating to the functions and responsibilities of elected Work Health and Safety Committee representatives at a place of work as provided for in the Work Health and Safety Act, 2011.
- (b) Attendance at meetings with workplace management or workplace management representatives;
- (c) A reasonable period of preparation time, before:
  - (1) meetings with management;
  - (2) disciplinary or grievance meetings when a Union member requires the presence of a Union delegate; and
  - (3) any other meeting with management,

by agreement with management, where operational requirements allow the taking of such time.

- (d) Giving evidence in court on behalf of the employer;
- (e) Presenting information on the Union and Union activities at induction sessions for new staff. The Union shall have up to one half-hour made available for a presentation in such a program provided to employees. If such programs are provided to employees by electronic or remote means, the union's presentation and associated literature will also be included; and
- (f) Distributing official Union publications or other authorised material at the workplace, provided that a minimum of twenty four hours' notice is given to workplace management, unless otherwise agreed between the parties. Distribution time is to be kept to a minimum and is to be undertaken at a time convenient to the workplace.

### **37. LEARNING AND DEVELOPMENT LEAVE**

#### **(i) Definitions**

The following definitions apply in this clause:

"Learning and Development Leave" includes leave granted to undertake tertiary studies at an accredited education institution and includes leave for examinations, or leave granted to attend external activities, such as conferences, seminars and short courses. Employees may also attend lectures, tutorials, conferences or seminars on days they are not rostered for duty, for which no payment is made.

Leave is not required for the following types of employer-supported learning activities that are undertaken by employees on a routine basis, and at which employees are considered to be 'on duty':

- in-house courses or activities
- mandatory training and education.

"Educational institutions" are those accredited to provide undergraduate and/or postgraduate tertiary studies that culminate in a recognised academic and/or professional qualification including a degree, diploma or certificate.

#### **(ii) General**

- (a) Learning and development is a shared responsibility between Lifehouse and the individual. Employees are encouraged to pursue their own development and Lifehouse promotes an environment that supports this.
- (b) The Employee seeks to ensure that all employees receive appropriate learning opportunities.
- (c) Lifehouse is committed to allocating an appropriate budget for learning activities, which may include replacement costs for rostered staff who are on leave to attend an approved workshop, conference or tertiary studies.
- (d) Leaders are responsible and accountable for promoting and supporting learning activities for staff in their area of responsibility and are also responsible for arranging replacement staff, when necessary, for employees who may be attending learning activities.

- (e) Nurses wishing to attend a part time postgraduate course of study who are working shiftwork are to be given priority in being released from rostered shifts to attend lectures/tutorials where there are no alternative and feasible attendance options. Replacement of staff should be provided where appropriate. This applies only to further studies that lead to a recognised clinical qualification.
  - (f) Employees are responsible for meeting all fees/costs associated with tertiary studies and fees associated with other educational activities unless they are eligible for support.
- (iii) **Eligibility**
- (a) Learning and Development Leave is available to all eligible employees to promote the development of a highly trained, skilled and versatile workforce.
  - (b) Permanent staff who are full time or part time, and full time temporary employees are eligible to apply for leave. Part time temporary employees and permanent part time employees are granted leave on a pro-rata basis.
- (iv) **Types and amount of leave**
- (a) Seminars, conferences and short courses
    - (1) The approval of leave and/or financial assistance for attendance at seminars, conferences or short courses should be considered in light of the employer's strategic plan. Employees may be granted Learning and Development Leave, *or* may be considered on duty depending on the priority for this activity in the light of the strategic plan.
    - (2) The amount of leave is at the discretion of the employer. Decisions in relation to financial assistance should be made in the context of the budget and the expected benefits to the employer.
  - (b) Tertiary Study
    - (1) In regard to tertiary study the employer will advise employees of approval arrangements.
    - (2) Leave is not to be approved for failed or repeated subjects.
  - (c) Face to face
    - (1) The amount of leave granted is at the discretion of the employer. As a guide, in respect of attendance at an educational institution, employees may be granted 50% of compulsory attendance times up to four hours per week per semester or term.
    - (2) The amount of leave to attend examinations should be based on the specific requirements of the individual course. An employee's request not to be rostered to work night shift on the day prior to a scheduled morning examination should, wherever practicable, be agreed to by the employer.
  - (d) Distance Education
 

An equivalent amount of Learning and Development Leave to that available for face to face study is to be granted to employees undertaking distance education.
  - (e) Accrual of leave



Learning and Development Leave associated with tertiary studies may be accrued up to a maximum of five days per semester or term, and may be accrued until the last examination of the semester, or the last attendance day of the semester if there is no final examination.

(f) **Residentials**

The amount of leave to attend a compulsory residential program should be based on the specific requirements of the course and should be negotiated at the time of application for Learning and Development Leave.

(g) **Thesis/Research or combination Thesis/Research/Coursework**

Periods of leave may also be granted to employees undertaking higher degrees by thesis, research, coursework, or a combination of same. The amount of leave will be based on four hours per week for each academic year of study. Rather than being taken on a week to week basis the leave is available over the course of study. For example, if the higher degree takes one academic year and an academic year is thirty weeks the entitlement for leave would be calculated as 30 weeks x four hours = 120 hours available over the year. If the higher degree takes two years the amount would be 240 hours. All hours are available over the length of the course and may be taken in amounts mutually agreeable between the employee and the employer.

(v) **Payment for Leave**

Leave approved pursuant to this clause will be paid at the employee's ordinary rate of salary and excluding penalty rates.

(vi) **E-Learning**

- (a) The employer may require employees to complete core modules through e-learning and will pay employees for the approved time taken to complete this training.
- (b) E-learning modules will normally be completed within the ordinary working hours in the workplace. With prior approval from the manager and the agreement of the employee, modules can be completed outside working hours.
- (c) The employer will allocate an amount of time for the completion of each core module. When an employee completes a module outside of working hours, the employee will be paid at their base hourly rate of pay for the allocated time taken to complete the module. Mandatory training is paid at ordinary time, whether the training is completed at the workplace or remotely.
- (d) Where an employee finds that it takes more than the allocated time to complete a module, they should log out of the training (which will save it automatically) and bring this to the attention of their manager. The manager will take steps to ensure the employee is able to complete the training by:
  - arranging for the module to be completed in working hours in the workplace and ensuring access to IT resources to allow this to occur; and/or
  - approving payment for additional time required to complete the module outside working hours. If an employee is still unable to complete the module after the additional time, they should again bring this to the attention of the manager; and or
  - taking steps to assist the employee to complete the modules (for instance by providing training on computer literacy or on increased proficiency in reading the English language).

### 38. AGREEMENT FLEXIBILITY

- (i) The employer and employees covered by this enterprise agreement may agree to make an individual flexibility arrangement to vary the effect of terms of the agreement if:
  - (a) the agreement deals with 1 or more of the following matters:
    - (1) arrangements about when work is performed;
    - (2) overtime rates;
    - (3) penalty rates;
    - (4) allowances;
    - (5) leave loading; and
  - (b) the arrangement meets the genuine needs of the employer and employee in relation to 1 or more of the matters mentioned in paragraph (a); and
  - (c) The arrangement is genuinely agreed to by the employer and employee.
- (ii) The employer must ensure that the terms of the individual flexibility arrangement:
  - (a) are about permitted matters under section 172 of the *Fair Work Act 2009*; and
  - (b) are not unlawful terms under section 194 of the *Fair Work Act 2009*; and
  - (c) result in the employee being better off overall than the employee would be if no arrangement was made.
- (iii) The employer must ensure that the individual flexibility arrangement:
  - (a) is in writing; and
  - (b) includes the name of the employer and employee; and
  - (c) is signed by the employer and employee and if the employee is under 18 years of age, signed by a parent or guardian of the employee; and
  - (d) includes details of:
    - (1) the terms of the enterprise agreement that will be varied by the arrangement; and
    - (2) how the arrangement will vary the effect of the terms; and
    - (3) how the employee will be better off overall in relation to the terms and conditions of his or her employment as a result of the arrangement; and
  - (e) states the day on which the arrangement commences.
- (iv) The employer must give the employee a copy of the individual flexibility arrangement within 14 days after it is agreed to.
- (v) The employer or employee may terminate the individual flexibility arrangement:
  - (a) by giving no more than 28 days written notice to the other party to the arrangement; or
  - (b) if the employer and employee agree in writing — at any time.

### 39. SUPERANNUATION

The Employer will make superannuation contributions into a complying fund in accordance with the Superannuation Guarantee (SG) legislation as varied from time to time.

An employee may nominate one complying fund to which all Agreement and statutory superannuation contributions shall be paid, subject to employer approval of the fund nominated by the employee. Provided that the employer shall not unreasonably withhold agreement.

Where no such nomination is made before any such contributions become payable, the contributions referred to in this clause will be paid into the employer's default fund which is currently First State Super. First State Super is a fund that offers a My Super Product.

#### 40. REDUNDANCY

- (i) For Eligible Directly Impacted Employees, as defined in Clause 3 Definitions, of this Agreement and employees employed prior to the 1 November 2014, the following redundancy payment provisions apply:

In the event of redundancy:

- (a) Notice – Lifehouse will provide notice in accordance with the provisions outlined in Clause 30, Termination of Employment, of this Agreement, with employees over 45 years of age with not less than two years continuous service entitled to an additional week's notice. Lifehouse may elect to pay an employee in lieu for part or all of the notice period.
- (b) Severance Pay – An employee who is redundant is entitled to a severance payment at the rate of three weeks per year of continuous service up to a maximum of 39 weeks, with pro-rata payments for incomplete years of service rounded up on a quarterly basis.
- (ii) For employees, other than those covered by clause 40(i) the following sub-clauses apply.

##### Severance pay

- (a) In addition to the period of notice prescribed for termination, an employee whose employment is terminated for reasons set out in clause 40(iii)(a) shall be paid the following amount of severance pay in respect of a period of continuous service.

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

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

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

Years of Service	Entitlement —45 years of age and over
Less than 1 year	Nil
1 year and less than 2 years	5 weeks
2 years and less than 3 years	8.75 weeks
3 years and less than 4 years	12.5 weeks
4 years and less than 5 years	15 weeks
5 years and less than 6 years	17.5 weeks
6 years and over	20 weeks

- (iii) The below sub-clauses apply to all employees.

##### Consultation

- (a) Where the employer has made a definite decision to introduce a major change to production, program, organisation, structure, or technology in relation to its enterprise; and the change is likely

to have a significant effect on employees of the employer, the employer shall consult with affected employees in accordance with the consultation regarding change provision of this Agreement.

#### Definitions

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

#### Transfer to lower paid duties

- (c) Where an employee agrees to transfer to lower paid duties for reasons set out in paragraph 40(iii)(a) the employee shall be entitled to the same period of notice of transfer as she/he would be entitled to if her/his employment had been terminated, and the employer may at the employer's option, make payment in lieu thereof of an amount equal to the difference between the former ordinary time rate of pay and the new lower ordinary time rates for the number of weeks' notice still owing.

#### Employee Leaving During Notice Period

- (d) An employee whose employment is terminated for reasons set out in clause 40(iii)(a) may terminate her/his employment during the period of notice and, if so, shall be entitled to the same benefits and payments under this clause had she/he remained with the employer until the expiry of such notice. Provided in such circumstances the employee shall not be entitled to payment in lieu of notice.

#### Alternative Employment

- (e) Subject to an application by the Employer and further order of the Fair Work Commission, the Employer may pay a lesser amount (or no amount) of severance pay than that contained in clause 40(i) and (ii) of this subclause if the employer obtains acceptable alternative employment for an employee.

#### Time off Period of Notice

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

#### Statement of Employment

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

#### Notice to Centrelink

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

#### Centrelink Separation Certificate

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

#### Employees with Less Than One Year's Continuous Service

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

#### Employees Exempted

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

**Part B**

**Monetary Rates**

**Table 1 Salaries**

Classification	Current	Current	FFPPOA 1/7/19 2.50%	FFPPOA 1/7/19 2.50%	FFPPOA 1/7/20 1.25%	FFPPOA 1/7/20 1.25%	FFPPOA 1/1/21 1.25%	FFPPOA 1/1/21 1.25%	FFPPOA 1/7/21 2.50%	FFPPOA 1/7/21 2.50%
	\$ PER WEEK	\$ PER HOUR	\$ PER WEEK	\$ PER HOUR	\$ PER WEEK	\$ PER HOUR	\$ PER WEEK	\$ PER HOUR	\$ PER WEEK	\$ PER HOUR
<b>Assistant in Nursing</b>										
1st year	879.43	23.14	901.42	23.72	912.69	24.02	924.10	24.32	947.20	24.93
2nd year	907.44	23.88	930.13	24.48	941.76	24.78	953.53	25.09	977.37	25.72
3rd year*	936.01	24.63	959.41	25.25	971.40	25.56	983.54	25.88	1008.13	26.53
4th year and Thereafter*	964.93	25.39	989.05	26.03	1001.41	26.35	1013.93	26.68	1039.28	27.35
*Year 2 student nurses undertaking a degree in nursing will be classified as a 3 <sup>rd</sup> Year Assistant in Nursing. Year 3 student nurses undertaking a degree in nursing will be classified as a 4 <sup>th</sup> year and thereafter Assistant in Nursing.										
<b>Enrolled Nurse</b>										
1st year	1102.98	29.03	1130.55	29.75	1144.68	30.12	1158.99	30.50	1187.96	31.26
2nd year	1126.51	29.65	1154.67	30.39	1169.10	30.77	1183.71	31.15	1213.31	31.93
3rd year	1150.27	30.27	1179.03	31.03	1193.77	31.42	1208.69	31.81	1238.91	32.60
4th year	1174.58	30.91	1203.94	31.68	1218.99	32.08	1234.23	32.48	1265.08	33.29
5th year and Thereafter	1198.56	31.54	1228.52	32.33	1243.88	32.73	1259.43	33.14	1290.91	33.97
Special Grade										
1st year	1235.31	32.51	1266.19	33.32	1282.02	33.74	1298.05	34.16	1330.50	35.01
2nd year	1270.31	33.43	1302.07	34.27	1318.35	34.69	1334.83	35.13	1368.20	36.01
<b>Nurse undergoing pre-registration training other than as a student nurse</b>	1055.24	27.77	1081.62	28.46	1095.14	28.82	1108.83	29.18	1136.55	29.91
<b>Registered Nurse</b>										

1st year	1223.66	32.20	1254.25	33.01	1269.93	33.42	1285.80	33.84	1317.95	34.68
2nd year	1290.22	33.95	1322.48	34.80	1339.01	35.24	1355.75	35.68	1389.64	36.57
3rd year	1356.67	35.70	1390.59	36.59	1407.97	37.05	1425.57	37.51	1461.21	38.45
4th year	1428.27	37.59	1463.98	38.53	1482.28	39.01	1500.81	39.49	1538.33	40.48
5th year	1499.09	39.45	1536.57	40.44	1555.78	40.94	1575.23	41.45	1614.61	42.49
6th year	1569.69	41.31	1608.93	42.34	1629.04	42.87	1649.40	43.41	1690.64	44.49
7th year	1650.37	43.43	1691.63	44.52	1712.78	45.07	1734.19	45.64	1777.54	46.78
8th year and Thereafter	1718.39	45.22	1761.35	46.35	1783.37	46.93	1805.66	47.52	1850.80	48.71
<b>Clinical Nurse Specialist</b>										
Grade 1, Year 1 and Thereafter	1788.21	47.06	1832.92	48.23	1855.83	48.84	1879.03	49.45	1926.00	50.68
Grade 2, Year 1	1920.99	50.55	1969.01	51.82	1993.62	52.46	2018.54	53.12	2069.00	54.45
Grade 2, Year 2 and Thereafter	1983.85	52.21	2033.45	53.51	2058.87	54.18	2084.61	54.86	2136.72	56.23
<b>Clinical Nurse Educator</b>										
Year 1	1860.48	48.96	1906.99	50.18	1930.83	50.81	1954.97	51.45	2003.84	52.73
Year 2 and Thereafter	1920.99	50.55	1969.01	51.82	1993.62	52.46	2018.54	53.12	2069.00	54.45
<b>Nurse Educator</b>										
Grade 1, Year 1	2089.86	55.00	2142.11	56.37	2168.89	57.08	2196.00	57.79	2250.90	59.23
Grade 1, Year 2 and Thereafter	2149.47	56.57	2203.21	57.98	2230.75	58.70	2258.63	59.44	2315.10	60.92
4th year as at 1/7/08	2199.00	57.87	2253.98	59.32	2282.15	60.06	2310.68	60.81	2368.44	62.33
Grade 2, Year 1	2236.99	58.87	2292.91	60.34	2321.57	61.09	2350.59	61.86	2409.35	63.40
Grade 2, Year 2 and Thereafter	2281.37	60.04	2338.40	61.54	2367.63	62.31	2397.23	63.08	2457.16	64.66
Grade 3, Year 1	2368.99	62.34	2428.21	63.90	2458.56	64.70	2489.29	65.51	2551.52	67.15
Grade 3, Year 2 and Thereafter	2412.92	63.50	2473.24	65.09	2504.16	65.90	2535.46	66.72	2598.85	68.39
Senior Nurse Educator	2412.92	63.50	2473.24	65.09	2504.16	65.90	2535.46	66.72	2598.85	68.39
<b>Nursing Unit Manager</b>										
Level I	2155.64	56.73	2209.53	58.15	2237.15	58.87	2265.11	59.61	2321.74	61.10
Level II	2257.84	59.42	2314.29	60.90	2343.22	61.66	2372.51	62.43	2431.82	64.00
Level III	2318.68	61.02	2376.65	62.54	2406.36	63.33	2436.44	64.12	2497.35	65.72
<b>Clinical Nurse Consultant (appointed prior to 31/12/99)</b>										
	2199.00	57.87	2253.98	59.32	2282.15	60.06	2310.68	60.81	2368.44	62.33
<b>Clinical Nurse Consultant Grade 1</b>										

1st year	2149.47	56.57	2203.21	57.98	2230.75	58.70	2258.63	59.44	2315.10	60.92
2nd year and Thereafter	2193.40	57.72	2248.24	59.16	2276.34	59.90	2304.79	60.65	2362.41	62.17
<b>Clinical Nurse Consultant Grade 2</b>										
1st year	2236.99	58.87	2292.91	60.34	2321.57	61.09	2350.59	61.86	2409.35	63.40
2nd year and Thereafter	2281.37	60.04	2338.40	61.54	2367.63	62.31	2397.23	63.08	2457.16	64.66
<b>Clinical Nurse Consultant Grade 3</b>										
1st year	2368.99	62.34	2428.21	63.90	2458.56	64.70	2489.29	65.51	2551.52	67.15
2nd year and Thereafter	2412.92	63.50	2473.24	65.09	2504.16	65.90	2535.46	66.72	2598.85	68.39
<b>Nurse Practitioners</b>										
1st year	2368.99	62.34	2428.21	63.90	2458.56	64.70	2489.29	65.51	2551.52	67.15
2nd year	2412.92	63.50	2473.24	65.09	2504.16	65.90	2535.46	66.72	2598.85	68.39
3rd year	2474.55	65.12	2536.41	66.75	2568.12	67.58	2600.22	68.43	2665.23	70.14
4th year and Thereafter	2536.63	66.75	2600.05	68.42	2632.55	69.28	2665.46	70.14	2732.09	71.90
<b>Assistant Director of Nursing</b>										
ADON Grade 1	2412.92	63.50	2473.24	65.09	2504.16	65.90	2535.46	66.72	2598.85	68.39
ADON Grade 2	2544.36	66.96	2607.97	68.63	2640.57	69.49	2673.58	70.36	2740.42	72.12
<b>Deputy Director of Nursing</b>	2676.26	70.43	2743.17	72.19	2777.46	73.09	2812.18	74.00	2882.48	75.85



**Table 2 – Other Rates and Allowances**

Item No.	Allowance	Current	FFPPOA 1/7/19 2.50%	FFPPOA 1/7/20 1.25%	FFPPOA 1/1/21 1.25%	FFPPOA 1/7/21 2.50%
2	On Call Allowance (per hour)	3.82	3.92	3.97	4.02	4.12
2	On Call Allowance minimum payment	30.59	31.35	31.74	32.14	32.94
3	On Call Allowance on rostered day off (per hour)	7.64	7.83	7.93	8.03	8.23
3	On Call Allowance on RDO minimum payment	61.16	62.69	63.47	64.26	65.87
4	On Call Allowance during meal break (per break)	15.06	15.44	15.63	15.83	16.23
7	<b>Radiographic Allowance</b> Employee wearing lead apron (per hour)	2.13	2.18	2.21	2.24	2.30
8	Registered Nurse in charge of ward (per shift)	34.99	35.86	36.31	36.76	37.68
9	Registered Nurse in charge of ward and also in charge of hospital of less 100 beds (per shift)	52.48	53.79	54.46	55.14	56.52
9 (b)	Registered Nurse in charge of hospital (per shift)	67.09	68.77	69.63	70.5	72.26
11	Excess Fares (per day)	6.11	6.26	6.34	6.42	6.58
12	<b>Uniform and Laundry Allowance</b> Uniform (per week)	7.93	8.13	8.23	8.33	8.54
12	Shoes (per week)	2.5	2.56	2.59	2.62	2.69
12	Uniform (including shoes allowance) (per week)	10.43	10.69	10.82	10.96	11.23
12	Cardigan or Jacket (per week)	2.42	2.48	2.51	2.54	2.6
13	Laundry (per week)	6.73	6.9	6.99	7.08	7.26
17	Enrolled Nurse employed in the CSSD of the hospital and in possession of a Sterilising Technology Certificate issued by the Sterilising Research and Advisory Council of Australia (pw)	16.57	16.98	17.19	17.40	17.84
18	<b>Continuing Education Allowance</b> Hospital Post Registration Certificate (per week)	40.34	41.35	41.87	42.39	43.45
19	Post Graduate Certificate (per week)	40.34	41.35	41.87	42.39	43.45
20	Post Graduate Diploma or Degree (per week)	61.63	63.17	63.96	64.76	66.38
21	Masters Degree or Doctorate (per week)	73.4	75.24	76.18	77.13	79.06
22	Enrolled Nurse Certificate 4 (per week)	30.26	31.02	31.41	31.80	32.6
23	Enrolled Nurse Advanced Diploma of Nursing (per week)	36.98	37.9	38.37	38.85	39.82

## SCHEDULE 1

- The following qualifications shall attract the allowance set out in subclause (ii) of clause 10, Continuing Education Allowance. In addition to the qualifications listed below, a qualification deemed to be equivalent by agreement between the Employer and the Union shall attract the allowance set out in subclause (ii) of clause 10, Continuing Education Allowance.

Clinical Speciality	Course	Institution
<b>Cardiology / Coronary Care</b>	Cardio-Thoracic Diseases Nursing Certificate	Randwick Chest Hospital
		Royal North Shore Hospital
		Royal Prince Alfred Hospital
		St Vincent's Hospital, Darlinghurst
	Cardiology Nursing Certificate	Parramatta Hospitals, Westmead
	Cardio-Vascular and Respiratory Course	Royal Newcastle Hospital
	Cardiology Nursing Certificate	Parramatta Hospitals, Westmead
	Cardio-Vascular and Respiratory Course	Royal Newcastle Hospital
	Cardiac Nursing Course	Royal North Shore Hospital
		Royal Prince Alfred Hospital
		St Vincent's Hospital, Darlinghurst
		Royal Melbourne Hospital
		National Heart and Chest Hospital, London
	Coronary Care Unit Certificate	Prince Henry's Hospital Melbourne
	Cardio-Thoracic Vascular Nursing Course	Green Lane Hospital, New Zealand
	Cardiothoracic Nursing Course	Freeman Hospital, Newcastle-Upon-Tyne, U.K.
		Groby Road Hospital, Leicester, U.K.
<b>Critical Care</b>	Critical Care Nursing Certificate	Prince Henry, Prince of Wales Hospitals
	Emergency Nursing Course	Liverpool Hospital

Clinical Speciality	Course	Institution
	Critical Care Nursing Course	Geelong Hospital
		Waikato Hospital, New Zealand
Intensive Care	Intensive Care Nursing Certificate	Royal Newcastle Hospital
		Liverpool District Hospital
		Royal Prince Alfred Hospital
		St George Hospital
		St Vincent's Hospital, Darlinghurst
		Northern Met Region, Health Dept.
		Southern Met Region, Health Dept
		Sydney Hospital
		RGH, Concord
		Central Coast Area Health Service
		Royal Hobart Hospital
		Royal Perth Hospital
		St Vincent's, Melbourne
		Canberra Hospital
	Intensive Care Nursing and Ward Management Diploma	College of Nursing, Australia
		The Parramatta Hospitals, Westmead
		NSW College of Nursing
	Intensive Care Unit Certificate	Prince Henry's Hospital, Melbourne
Neurology	Neurology and Neurosurgical Nursing Certificate	Royal Prince Alfred Hospital
		Melbourne Hospital
	Neuromedical / Neurosurgical Nursing Course	Royal North Shore Hospital

Clinical Speciality	Course	Institution
		Prince Henry / Prince of Wales Hospitals
		Westmead Hospital
	Neuro-Surgical Nursing Certificate	Royal Perth Hospital
	Certificate in Neuro-Surgical and Neurological Nursing	Alkinson-Morley Hospital, London
<b>Occupational Health</b>	Public Health Nursing (Occupational Health) Diploma	College of Nursing, Australia
<b>Oncology</b>	Oncology Certificate	Peter MacCallum Clinic, Melbourne
	Graduate Certificate of Cancer Nursing	Australian College of Nursing (former College of Nursing)
<b>Operating Theatres</b>	Operating Suite Nurse Course	Westmead Hospital
	Operating Theatre Nursing Certificate	Prince Henry, Prince of Wales Hospitals
		Royal North Shore Hospital
		Royal Prince Alfred Hospital
		St Vincent's Hospital D.hurst
		Hunter Region, Health Dept
		Royal Hobart Hospital
		Kent and Canterbury Hospitals, U.K.
	Operating Theatre Nursing and Management Diploma	College of Nursing Australia
		NSW College of Nursing
	Post basic Course in Operating Room Nursing	RGH, Concord
	Graduate Certificate in Perioperative Nursing	Liverpool Hospital
	Graduate Certificate in Anaesthetic and Recovery Nursing	Liverpool Hospital
	Operating Room Nursing Certificate	Royal Adelaide Hospital
	Operating Room Post Basic Course	Western General Hospital, Melbourne
	Operating Room Technique and Management	Repatriation and General Hospital, Heidelberg, Victoria

Clinical Speciality	Course	Institution
	Operating Theatre Techniques and Management Certificate	St Vincent's Hospital, Melbourne
	Operating Theatre Techniques Certificate	Royal Melbourne Hospital
		South African Nursing Council
		Middlesex Hospital, U.K.
	Operating Theatre Nursing Course	Epsom District Hospital, London
		Nottingham School of Nursing, U.K.
	Operating Department Nursing Certificate	East Berkshire School of Nursing, U.K.
		Wexham Park Hospital, Slough, Berkshire, U.K.
		Lewisham School of Nursing, London
		Queen Elizabeth School of Nursing, Birmingham, U.K.
	Operating Department Nursing Course	English National Board for Continuing Education and Training, Hillington Health Authority, U.K.
<b>Thoracic</b>	Thoracic Nursing Certificate	The British Thoracic Association

## SCHEDULE 2

### Transition Arrangements – EDIE

Many of the Sydney Local Health District's (SLHD) cancer services at Royal Prince Alfred Hospital (RPA) transitioned into the new integrated Lifehouse facility. These employees have been identified as "eligible directly impacted employees".

Lifehouse will apply the following employment related arrangements to an "eligible directly impacted employee" (as defined in this Agreement):

1. Lifehouse will recognise all untaken annual leave and long service leave entitlements and allow them to be transferred in full, or optionally in part, from SLHD to Lifehouse.
2. Lifehouse will recognise and fund all untaken sick leave and family & community services (FACS) leave balances from SLHD in full and will provide for them to be immediately available.
3. Lifehouse will recognise the same prior continuous service that SLHD would recognise for:
  - (a) long service leave accrual purposes
  - (b) eligibility for maternity, adoption and parental leave purposes
  - (c) redundancy purposes
  - (d) FACS leave entitlement purposes
4. Lifehouse will make contributions at required levels to defined benefit superannuation schemes for those who are members of such schemes.

### **SCHEDULE 3: ASSISTANT DIRECTOR OF NURSING**

#### **ADON Grade 1:**

A person appointed as such to a position approved by the employer including persons appointed to manage nursing services such as a group of wards or department of the Hospital.

#### **ADON Grade 2:**

A person appointed to be a registered nurse in charge who manages a Hospital wide function such as all theatres in the Hospital or day surgery.

**SIGNATORY**

I am authorised to sign this Agreement on behalf of Lifehouse Australia

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SIGNATURE	PRINT NAME	AUTHORITY TO SIGN / TITLE
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Address:

Date



## IN THE FAIR WORK COMMISSION

**FWC Matter No.:**

AG2019/1071

**Applicant:**

The Trustee for Lifehouse Australia Trust T/A Lifehouse Australia

Section 185 – Application for approval of a single enterprise agreement

### Undertaking-Section 190

I, Eileen Hannagan, CEO for the Trustee for Lifehouse Australia Trust T/A Lifehouse Australia give the following undertakings with respect to the application for the approval of the *Lifehouse Nurses Agreement 2019* ("the Agreement"):


1. I have the authority given to me by the Trustee for Lifehouse Australia Trust T/A Lifehouse Australia to provide the below undertakings in relation to the application before the Fair Work Commission.
2. *Clause 11(ii) regarding casual AINs and weekend work:* Lifehouse undertakes that clause 11(ii) will be replaced with:

*Employees whose ordinary working hours include work on a Saturday and/or Sunday, shall be paid for ordinary working 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 preceding subclause (i) of this clause.*

*The foregoing paragraph shall apply to casual employees but such employees shall not be entitled to be paid in addition any casual loading prescribed by clause 19, Part-time and Casual Employees, in respect of their employment between midnight on Friday and midnight on Sunday. However, a casual AIN, during the life of this Agreement, will be paid for ordinary hours worked between midnight on Friday and midnight on Saturday at the rate of 170% and for ordinary hours worked between midnight on Saturday and midnight on Sunday at the rate of 200%.*

3. These undertakings are provided on the basis of issues raised by the Fair Work Commission in the application before the Fair Work Commission.

Signature

 HANNAGAN  
19/6/2019

**Eileen Hannagan**  
Chief Executive Officer  
**Chris O'Brien Lifehouse**  
ABN 70 388 962 804

17 June 19

Date

Chris O'Brien Lifehouse  
Chief Executive Officer  
Eileen Hannagan  
ABN 70 388 965 804