



DECISION

Fair Work Act 2009
s.185—Enterprise agreement

Ramsay Health Care Australia Pty Ltd T/A Ramsay Health Care Australia
(AG2021/8092)

RAMSAY HEALTH CARE AUSTRALIA PTY LIMITED AND NSW NURSES & MIDWIVES' ASSOCIATION AND ANMF NSW BRANCH ENTERPRISE AGREEMENT 2021-2023

Health and welfare services

DEPUTY PRESIDENT EASTON

SYDNEY, 14 DECEMBER 2021

Application for approval of the Ramsay Health Care Australia Pty Limited and NSW Nurses & Midwives' Association and ANMF NSW Branch Enterprise Agreement 2021-2023

[1] Ramsay Health Care Australia Pty Ltd T/A Ramsay Health Care Australia (**the Employer**) has made an application for the approval of the *Ramsay Health Care Australia Pty Limited and NSW Nurses & Midwives' Association and ANMF NSW Branch Enterprise Agreement 2021-2023* (**the Agreement**). The application was made under s.185 of the *Fair Work Act 2009* (**the Act**). The Agreement is a single enterprise agreement.

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

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

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

[5] The Agreement is approved and, in accordance with s.54 of the Act, will operate from 21 December 2021. The nominal expiry date of the Agreement is 31 March 2023.



DEPUTY PRESIDENT

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Annexure A



IN THE FAIR WORK COMMISSION

Fair Work Act 2009 (Cth) ("FW Act")

Matter number: AG2021/8092

Employer: Ramsay Health Care Australia Pty Limited
(Employer)

Application: Section 185 – Application for approval of a single enterprise agreement, namely the Ramsay Health Care Australia Pty Limited & NSW Nurses and Midwives' Associate and ANMF NSW Branch Enterprise Agreement 2021 - 2023 (Agreement)

Authorised representative: Kylie Prideaux
Acting NSW Regional People Manager

Undertaking- Section 190

For and on behalf of the Employer I, Kylie Prideaux, Acting NSW Regional People Manager for Ramsay Health Care Australia Pty Limited give the following undertakings with respect to the Ramsay Health Care Australia Pty Limited & NSW Nurses and Midwives' Associate and ANMF NSW Branch Enterprise Agreement 2021 - 2023 (Agreement)

1. declare that I have:
 - a. authority to give this undertaking on behalf of the Employer,
 - b. sought the views of all bargaining representatives for this undertaking pursuant to s 190(4) of the FW Act,
2. understand that each undertaking is to be taken to be a term of the Agreement,
3. give the following undertaking/s with respect to the Agreement:
 - a. With respect to the clause 3.3.4 and 3.3.8 in the Agreement – Part time Employees– the clause will be replaced with the following:

3.3.4 The ordinary working hours of a permanent part-time employee shall be worked continuously, excluding any meal breaks and shall not be less than 3 hours or more than 12 hours in any one day

Ramsay Health Care Australia Pty Ltd.
ABN 36 003 199 889
Level 7, Tower B
7 Westbourne Street
St Leonards NSW 2060
Telephone: +61 2 9433 3444
Facsimile: +61 2 9433 3400
Email: enquiry@ramsayhealth.com.au
ramsayhealth.com.au

unless otherwise agreed between the employee and employer. A maximum of 12 ordinary hours per day may be worked. Except for Assistants in Nursing where the shift length or ordinary hours of work per day will be a maximum of 10 hours exclusive of meal breaks.

3.3.8 Permanent Part-time employees are entitled to penalty payments for overtime in as per Part 6.3 – Overtime. Additional hours (i.e. unrostered shifts or extra hours) over and above 8 hours will be paid at overtime rates, except where the employee is rostered for a shift greater than 8 hours, up to a rostered shift of 10 hours, except in circumstances where a shift between 10 and 12 hours has been agreed as per 6.2.8(b). This excludes Assistants in Nursing who have a maximum shift length of 10 hours. Employees will be paid overtime rates for hours worked in excess of the rostered shift.

- b.** With respect to the clause 6.1.4 and 6.1.5 in the Agreement – Ordinary Hours – the clause will be replaced with the following:

6.1.4 The ordinary hours of work of will not exceed 12 hours per day or 10 hours per day for Assistants in Nursing, exclusive of meal breaks, worked within a spread of 12.5 hours from the time the employee starts work.

6.1.5 Where the ordinary hours of work exceed 10 hours per day the arrangement of hours will be by mutual agreement between the employer and employee(s) concerned and recorded in a roster.

Except for Assistants in Nursing who can not enter into an agreement to increase the shift length or ordinary hours of work per day beyond a maximum of 10 hours exclusive of meal breaks.

- c.** With respect to the clause 6.2.9 in the Agreement – Working a 38 hour week / accruing days off, the clause will be replaced with the following:

6.2.9 An individual employee may enter in to arrangement including 12 hours shifts by mutual agreement with the employer. Except for Assistants in Nursing who can not enter into an agreement to increase the shift length

or ordinary hours of work per day beyond a maximum of 10 hours exclusive of meal breaks.

- d. With respect to the clause 6.1 in the Agreement – Ordinary Hours - Additional clause to be added:

6.1.11 The span of hours for a day worker is that ordinary hours of work for a day worker are worked between 6.00am and 6.00pm, Monday to Friday.

- e. With respect to the clause 3.4.7 in the Agreement – Casual Employees the clause will be replaced with the following:

3.4.7 Casual employees will be paid at overtime rates where the period of their shift working time exceeds 10 hours (exclusive of meal breaks). Payment of overtime rates is subject to clause 6.1.5 of the Agreement which allows up to 12 hour shifts to be worked at ordinary rates by mutual agreement.



Where more than 76 hours are worked in a fortnight overtime will also be paid.

With the exception of casual Assistants in Nursing and casual Nurses (Pre-Registration Training), entitled to overtime, will be paid their hourly rate including the casual loading and multiplied by the overtime penalty.

- f. With respect to the clause 6.4.12 in the Agreement – On-call & recall the clause will be replaced with the following:

6.4.12 Casual employees except for casual Assistants in Nursing and casual Nurses (Pre-registration Training), who remain on-call will be paid rates and penalties applicable to permanent staff, excluding the casual loading. Casual Assistants in Nursing and casual Nurses (Pre-registration Training) who remain on-call will be entitled to be paid their hourly rate including the casual loading and multiplied by the applicable penalties.

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

Date signed:	29/11/2021
For and on behalf of the Employer by: [In accordance with s.190(5) of the FW Act]	Kylie Prideaux Acting NSW Regional People Manager
Signature:	
Witness name:	Sophie Aroutsidis
Witness signature:	



**RAMSAY HEALTH CARE AUSTRALIA
PTY LIMITED & NSW NURSES &
MIDWIVES' ASSOCIATION AND ANMF
NSW BRANCH ENTERPRISE AGREEMENT
2021-2023**



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.

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PART 1 – PRELIMINARIES

1.1 TITLE

This Agreement will be known as the Ramsay Health Care Australia Pty Limited and NSW Nurses & Midwives' Association and ANMF NSW Branch Enterprise Agreement 2021-2023 ("the Agreement").

1.2 DATE OF OPERATION

- 1.2.1 The Agreement shall come into operation seven days after the Fair Work Commission (FWC) approves the agreement.
- 1.2.2 The Agreement will expire on 31st March 2023 unless it is varied or terminated prior to this date by mutual agreement. The Agreement will continue to operate after this date until it is terminated. The Agreement is terminated following application and approval by the FWC.

1.3 AGREEMENT COVERAGE

The Agreement shall cover:

- 1.3.1 Ramsay Health Care Australia Pty. Ltd. (ABN 36 003 184 889) and related corporate entities thereof, listed in Schedule A, Hospitals to be Covered by the Agreement ("the employer"); and
- 1.3.2 Nursing and Midwifery employees who are employed in the classifications listed in Schedule B of the Agreement ("the employee") at the facilities listed in Schedule A and
- 1.3.3 The Australian Nursing & Midwifery Federation NSW Branch (ANMF NSW Branch) (ABN 85 726 054 782, NSW Branch of the ANMF (41 816 898 298) located at 50 O'Dea Ave, Waterloo, NSW 2017.

1.4 RELATIONSHIP TO THE NES AND OTHER INDUSTRIAL AGREEMENTS

- 1.4.1 This Agreement replaces the Ramsay Health Care Australia Pty Limited, and the NSW Nurses and Midwives' Association/ANMF Enterprise Agreement 2018-2020.
- 1.4.2 The terms of the Nurses Award 2010 have been considered in the creation of this Agreement for the purposes of the Better off Overall Test. This Agreement operates to the exclusion of any award, modern award, or other industrial instrument.

1.4.3 Entitlements in accordance with the National Employment Standards (NES) are provided for under the *Fair Work Act 2009* (Cth) (FW Act). Any provisions of the NES that are referred to or set out in the Agreement are for the ease of the parties.

1.4.4 Where the NES provides, or is varied to provide, a condition or entitlement more favourable to the employee than what is provided for under the Agreement, the more favourable entitlement will apply.

1.4.5 In a circumstance where the Agreement provides a condition or entitlement that is lesser than a condition or entitlement provided for by the NES, the NES will apply and override the less favourable provision/s in the Agreement.

1.5 POSTING OF AGREEMENT AND THE NES

A copy of this Agreement and the *NES* shall be made available for employees to read and shall be easily accessible at the site of employment and /or on the Ramsay Health Care intranet.

1.6 VARIATION OF AGREEMENT

This Agreement may be varied during its term in accordance with the *Fair Work Act 2009*. This Agreement is varied following application and approval by the FWC.

1.7 NEGOTIATION OF FURTHER AGREEMENTS

All parties agree to commence negotiations for a new Agreement 6 months before the expiration of this Agreement.

1.8 DEFINITIONS

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

1.8.1 Advanced Enrolled Nurse

Means a person enrolled by the Board as such, who holds an Advanced Diploma of Nursing, has specialist skills and experience in a particular field, who is utilising those specialist skills in their role and who satisfies the local criteria, or such other experience or qualifications deemed acceptable by the employer. Local criteria will be established by each hospital.

1.8.2 Assistant Director of Nursing/Midwifery

A person appointed as such in a hospital; or

A person appointed to be a registered nurse in charge of all theatres in a hospital or day surgery facility having four or more major theatres in regular use; or

A person appointed as such to a position approved by the employer including persons appointed to be in charge of the administration of a group of wards or department of a hospital or day surgery facility.

1.8.3 Board

Means the Nursing and Midwifery Board of Australia and is the statutory authority responsible for registration of nurses and midwives within NSW. Any reference to the Australian Health Practitioner Regulation Agency (AHPRA) shall be taken to mean the Board.

1.8.4 Assistant in Nursing/Midwifery/Nursing Assistant

Means a person, other than a registered nurse, student nurse or enrolled nurse, who is employed in nursing/midwifery duties in a hospital or day surgery facility who is under the direct supervision and direction of a registered nurse. Such employees will not carry their own patient load and will only provide care that is appropriate to their training, including but not limited to manual handling and activities of daily living.

1.8.5 Clinical Nurse/Midwifery Consultant

Means a registered nurse or midwife appointed as such to the position of, who has had at least five years post- basic registration experience and who has in addition approved post-basic nursing/midwifery qualifications relevant to the field in which they are appointed, or such other qualifications or experience deemed appropriate by the employer.

1.8.6 Clinical Nurse/Midwifery Educator

Means a registered nurse or midwife with relevant post registration certificate qualifications or experiencedeemed appropriate by the Company, who is required to implement and evaluate educational programmes at the ward/unit level. The Clinical Nurse/Midwifery Educator shall cater for the delivery of clinical nurse/midwifery education in the ward/unit level only.

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

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

1.8.7 Clinical Nurse/Midwifery Specialist

Means a registered nurse or midwife with relevant post-basic qualifications and 12 months' experience working in the clinical area of the employee's specified post-basic qualification, or a minimum of four years' post-basic registration experience, including three years' experience in the relevant specialist field and who satisfies the local criteria.

1.8.8 Continuity of Service

Service will be considered continuous if the break of service, when transferring between positions at two Ramsay Health Care sites, is 3 months or less.

1.8.9 Day Worker

Means an employee who works their ordinary hours from Monday to Friday inclusive and who commences work on such days at or after 6.00 am and before 10.00 am otherwise than as part of the shift system.

1.8.10 Assistant Director of Clinical Services/Assistant Director of Nursing

Means a Registered Nurse or Midwife appointed to that position or deemed by the employer to hold that position.

1.8.11 Director of Clinical Services

Means a Registered Nurse or Midwife appointed by the employer to be in charge of the clinical operations of the facility and who has the role of the Director of Nursing as defined by the *Private Health Facilities Act 2007*.

1.8.12 Director of Nursing

Means a Registered Nurse or Midwife appointed by the employer to be the person in charge of the clinical operations of the facility. There shall be only one person in each facility entitled to be classified as Director of Nursing or whatever title the Senior Nursing Administrator is known by at an individual facility.

1.8.13 Enrolled Nurse

Means a person registered with the Board as an Enrolled Nurse. An Enrolled Nurse was previously known as Endorsed Enrolled Nurse.

1.8.14 Enrolled Nurse – Mothercraft Nurse

Means a person who had been granted enrolment as an Enrolled Nurse on List B of the Roll of Nurses (Mothercraft) under s.28 of the *Nurses and Midwives Act 1991 (NSW)* and who subsequently registered with the Nursing and Midwifery Board of Australia as an 'Enrolled Nurse', on the Register of Nurses with a standard condition 'May practise only in the area of mothercraft nursing' and no notation; or a person with an equivalent qualification and role.

1.8.15 Enrolled Nurse without Medication Qualification

Means a person registered by the Board as an enrolled nurse with the notation "does not hold a Board approved qualification in medicines administration".

1.8.16 Experience

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

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

1.8.17 Long Term Casual

Means an employee who has been employed on a regular and systematic basis for a sequence of periods of employment during a period of at least 12 months.

1.8.18 Nurse/Midwifery Educator

Means a registered nurse or midwife with a post registration certificate, who has relevant experience or other qualifications, deemed appropriate by the employer who is appointed to a position of Nurse/Midwifery Educator.

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

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

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

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

1.8.19 Nursing/Midwifery Unit Manager

Means a registered nurse or midwife in charge of a ward or unit or group of wards or units in a hospital shall include:

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

(A) Co-ordination of Patient Services

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

(B) Unit Management

- Implementation of facility 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.

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

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

1.8.20 Ordinary Rate of Pay

Means the hourly rate equivalent to 1/38th of the weekly rate of a full time employee, as specified in [Appendix A – Wage Rates and Timetables for Increases](#), excluding any applicable penalty rates, allowances or loadings.

1.8.21 Nurse / Midwife Practitioner

A Nurse/Midwife Practitioner means a Registered Nurse or Midwife who has obtained an additional qualification and become licensed as a Nurse/Midwife Practitioner, and who has been appointed to a position of Nurse/Midwife Practitioner.

1.8.22 Registered Nurse/ Registered Midwife

Means a person registered by the Board as a Registered Nurse and/or Registered Midwife.

1.8.23 Senior Nurse/Midwifery Educator

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

A Senior Nurse/Midwifery Educator shall be responsible for one or more Nurse/Midwifery Educators in the planning, co-ordination, delivery, and evaluation of educational programmes such as post registration certificate courses, continuing nurse/midwifery education, new graduate orientation, post registration enrolled nurses courses and where applicable general staff development courses either on a hospital or group of hospitals basis.

Incremental progression shall be on completion of 12 months' satisfactory service.

1.8.24 Service

For the purpose of [Part 7.6 – Recognition of Previous Service and Experience](#), service means experience working in a relevant nursing role before or after the commencement of this Agreement in New South Wales or elsewhere.

Any periods from January 1971 during which a registered nurse undertook a post-basic course whilst an employee of and rendering service in an institution or hospital will also be counted as service provided that the course is recognised by the Board or is one of the following certificate or diploma courses:

Associate Diploma in Community Health - College of Nursing, Australia; NSW College of Nursing.

Associate Diploma in Nursing Administration - College of Nursing, Australia; NSW College of Nursing.

Associate Diploma in Nursing Education - College of Nursing, Australia; NSW College of Nursing; Newcastle College of Advanced Education.

Certificate in Operating Theatre Management - NSW College of Nursing, Australia.

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

Certificate in Coronary Care - NSW College of Nursing.

Certificate in Orthopaedic Nursing - NSW College of Nursing.

Certificate in Ward Management - NSW College of Nursing.

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

Occupational Health Nursing Certificate - NSW College of Nursing.

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

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

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

1.8.25 Shift Worker

Means an employee who is not a day worker as defined.

For the purposes of Annual Leave and Public Holiday provisions a “**shift worker**” means an employee who may work their ordinary hours on Sundays and/or Public Holidays; and a “**7 day shift worker**” means an employee who is regularly rostered for duty over 7 days of the week and whose ordinary hours of work regularly include weekends. For the purpose of the NES, a shift worker is a 7 day shift worker as defined herein.

Therefore, Employees referred to in clause 8.1.5 are not employees who are regularly rostered over 7 days of the week, and since they are predominantly Monday to Friday workers who may regularly work some of their ordinary hours outside of day shift they cannot be defined as day workers, and are eligible for up to 5 days additional annual leave. Accordingly, this category of employees does not meet the minimum requirement of a shift worker contained at clause 22.2(b) of the Award. Otherwise “7 day shift workers” as defined at clause 8.1.10 of the Agreement are entitled to an additional 2 weeks of paid annual leave as per clause 8.1.9 of the Agreement.

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PART 2 – GENERAL TERMS

2.1 CONSULTATION AND COOPERATION

2.1.1 The parties to this Agreement agree to consult, cooperate and collaborate as appropriate by some or all of the following:

- a) establishing or joining an already established committee as appropriate;
- b) attending meetings as appropriate;
- c) providing written communications; and/or
- d) providing and receiving feedback.

2.1.2 The aims of consultation and collaboration between managers, employees and employee representatives are to:

- a) share information relating to the workplace;
- b) ensure that employees are aware of the content of this Agreement and any other instruments relating to their workplace rights and responsibilities;
- c) work towards a co-operative and positive workplace culture;
- d) increase the productivity of the workplace;
- e) ensure better and more informed decision making; and
- f) minimise disputes and disagreements.

2.2 CONFIDENTIALITY

2.2.1 The employer is not required to disclose confidential or commercially sensitive information to employees.

2.2.2 Where the employer shares confidential or sensitive information with employees, those employees agree that this information will remain confidential and shall not be disclosed to parties not involved in the consultation process.

2.2.3 Confidential or sensitive information includes, but is not limited to:

- a) information and material relating to the business, affairs and operations of Ramsay;
- b) company policies, procedures, manuals and planning strategies;
- c) records/information regarding patients; and
- d) correspondence, computer print outs, electronic files, customer lists, rate schedules, diaries, file notes.

2.3 CONSULTATION REGARDING CHANGE

2.3.1 This term applies if RHC NSW has

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

Major change

2.3.2 For a major change referred to in paragraph 2.3.1 (a):

- a) Ramsay Health Care NSW must notify the relevant employees of the decision to introduce the major change; and
- b) subclauses 2.3.3 to 2.3.8 apply.

2.3.3 The relevant employees may appoint a representative which may include the union for the purposes of the procedures in this term.

2.3.4 If:

- a) a relevant employee appoints, or relevant employees appoint, a representative which may include the union for the purposes of consultation; and
- b) the employee or employees advise Ramsay Health Care NSW of the identity of the representative;

Ramsay Health Care NSW must recognise the representative.

2.3.5 As soon as practicable after making its decision, Ramsay Health Care NSW must:

- a) discuss with the relevant employees:
 - i. the introduction of the change;
 - ii. and the effect the change is likely to have on the employees; and
 - iii. measures. Ramsay Health Care NSW is taking to avert or mitigate the adverse effect of the change on the employees. Ramsay Health Care NSW is taking to avert or mitigate the adverse effect of the change on the employees; and
- b) for the purposes of the discussion, provide, in writing, to the relevant employees:
 - i. all relevant information about the change including the nature of the change proposed; and

- ii. information about the expected effects of the change on the employees; and
 - iii. any other matters likely to affect the employees.
- 2.3.6 However, Ramsay Health Care NSW is not required to disclose confidential or commercially sensitive information to the relevant employees.
- 2.3.7 Ramsay Health Care NSW must give prompt and genuine consideration to matters raised about the major change by the relevant employees.
- 2.3.8 If a term in this agreement provides for a major change to production, program, organisation, structure or technology in relation to the enterprise of Ramsay Health Care NSW, the requirements set out in subclause 2.3.2(a) and subclauses 2.3.3 and 2.3.5 are taken not to apply.
- 2.3.9 In this term, a major change is likely to have a significant effect on employees if it results in:
 - a) The likelihood of and/or termination of the employment of employees; or
 - b) major change to the composition, operation or size of Ramsay Health Care NSW's workforce or to the skills required of the employee; or
 - c) the elimination or diminution of job opportunities (including opportunities for promotion or tenure); or
 - d) the alteration of hours of work; or
 - e) the need to retrain employees; or
 - f) the need to relocate employees to another workplace or another position; or
 - g) the restructuring of jobs or role; or
 - h) there is an intention by Ramsay Health Care NSW to introduce paid parking.

Change to regular roster or ordinary hours of work

- 2.3.10 For a change referred to in paragraph 2.3.1(b)
 - a) Ramsay Health Care NSW must notify the relevant employees of the proposed change; and
 - b) subclauses 2.3.1 to 2.3.5 apply.
- 2.3.11 The relevant employees may appoint a representative which may include the union for the purposes of the procedures in this term.
- 2.3.12 If:
 - a) a relevant employee appoints, or relevant employees appoint, a representative for the

purposes of consultation; and

- b) the employee or employees advise Ramsay Health Care NSW of the identity of the representative;

Ramsay Health Care NSW must recognise the representative.

2.3.13 As soon as practicable after proposing to introduce the change, Ramsay Health Care NSW must:

- a) discuss with the relevant employees the introduction of the change; and
- b) for the purposes of the discussion provide to the relevant employees:
 - i. all relevant information about the change, including the nature of the change; and
 - ii. information about what Ramsay Health Care NSW reasonably believes will be the effects of the change on the employees; and
 - iii. information about any other matters that Ramsay Health Care NSW reasonably believes are likely to affect the employees; and
- c) invite the relevant employees to give their views about the impact of the change (including any impact in relation to their family or caring responsibilities).

2.3.14 However, Ramsay Health Care NSW is not required to disclose confidential or commercially sensitive information to the relevant employees.

2.3.15 Ramsay Health Care NSW must give prompt and genuine consideration to matters raised about the change by the relevant employees.

2.3.16 Any changes to contracted hours of work will only be made where RHCWA and the employee agree to the change in writing.

2.3.17 In this Clause 2.1, relevant employees means the employees who may be affected by a change referred to in subclause 2.5.5.

2.3.18 Where Ramsay Health Care NSW has decided to introduce a major change that is likely to have a significant effect on employees, Ramsay Health Care NSW shall notify the Union and hold discussions with the Union. For the purposes of these discussions Ramsay Health Care NSW will provide all relevant information about the proposed major change including the reasons for the major change and the number and categories of employees likely to be affected. However, Ramsay Health Care NSW is not required to disclose confidential or commercially sensitive information to the Union.

2.4 GRIEVANCE AND DISPUTE RESOLUTION

- 2.4.1 This term specifies the procedure to be followed where a grievance or dispute arises relating to an employee or group of employees' terms and conditions of employment, this Agreement or the NES.
- 2.4.2 Employees may appoint a representative which may include the Union for the purposes of the dispute resolution and the employer will recognise the representative.
- 2.4.3 The following steps are to be taken in the specified order to settle the grievance or dispute (the dispute):
- a) As soon as the dispute arises the employee(s) or their representative(s) presents their dispute to their immediate supervisor for joint consideration and resolution. The supervisor responds to the request as soon as is practicable under the circumstances. Where the dispute involves actions of the immediate supervisor the employee(s) may proceed directly to the next step in the procedure.
 - b) Where the dispute cannot be resolved with the immediate supervisor the employee(s) or their representative(s) refers their dispute to the next higher level of management for joint consideration and resolution. The manager responds as soon as is practicable under the circumstances and, where possible, within 24 hours of the request by the employee. Where the dispute involves actions of the manager the employee(s) may proceed directly to the next step in the procedure.
 - c) Where the dispute cannot be resolved by the manager the employee(s) or their representative(s) refers their dispute to senior management and/or the employee relations or human resource manager for joint consideration and resolution. Response is given as soon as is practicable under the circumstances and, where possible, within 24 hours of the request by the employee. Where there is no level of management beyond that involved in the allegations the employee may proceed directly to the next step in the procedure.

- d) Where no resolution can be reached following discussion between the parties and all reasonable attempts have been made the dispute may be submitted to the Fair Work Commission (FWC) for mediation and conciliation. If necessary, where no agreement can be reached the FWC will arbitrate. The parties will abide by the decision of the FWC.
- 2.4.4 All parties agree to act in good faith during the dispute resolution process and in a timely manner.
- 2.4.5 The employee(s) will continue to perform their work during the procedure of dispute resolution except where there is a genuine concern for health or safety.

2.5 DISCIPLINARY PROCESS

- 2.5.1 This term specifies the procedure to be followed where the employer seeks to discipline or terminate an employee in order to manage unsatisfactory performance or inappropriate behaviour.
- 2.5.2 Performance Management and EEO investigations are not part of the disciplinary process. Such investigations may lead to the commencement of a disciplinary process where:
 - a) The Employee's behaviour is extremely serious;
 - b) The Performance Management process fails; or
 - c) Investigations otherwise give rise to disciplinary issues.
- 2.5.3 Formal disciplinary procedures will be commenced when employee behaviour or performance puts at risk the rights of other employees and/or the safe, efficient and productive operation of any part of the business. The employer will confirm to the employee if and when a disciplinary process has commenced.
- 2.5.4 Employees have the right to have a support person which may include the Union present at any disciplinary meeting. It is the responsibility of the employee to organise the support person's attendance.
- 2.5.5 Employees will not be victimised or discriminated against for making a complaint or for having a complaint made against them.
- 2.5.6 The employer will ensure that any suspected unsatisfactory behaviour or performance matter is managed in a timely, objective and fair manner in accordance with the principles of

natural justice, including the opportunity for an employee to respond to any allegations against them.

2.5.7 Employees have the right to be provided with the details of any complaint made against them and have the right of reply before any decision will be made.

2.5.8 The employer's Disciplinary Process involves four stages as follows:

Stage 1	Counselling	(Informal)
Stage 2	First Formal Warning	(Written)
Stage 3	Final (Second) Formal Warning	(Written)
Stage 4	Termination	(Written)

2.5.9 Formal warnings will be provided to the employee in writing.

2.5.10 The four stages of the Disciplinary Process do not need to be followed sequentially. In cases of gross misconduct, employees may be summarily dismissed without progressing through the normal stages of the disciplinary process.

2.6 FLEXIBILITY ARRANGEMENTS

2.6.1 The employer and an employee or group of employees may agree to a flexibility arrangement to vary the effect of the terms of the agreement, where:

- a) the arrangement meets the genuine needs of the employer and the employee; and
- b) the arrangement is genuinely agreed to by the employer and the employee.

2.6.2 A flexibility arrangement affects only the employee(s) who are agreed to it and does not affect any other employees.

2.6.3 Terms of the agreement which may be varied deal with matters relating to:

- a) hours of work;
- b) overtime rates;
- c) penalty rates;
- d) allowances;
- e) leave loading; and
- f) training arrangements

2.6.4 Flexibility arrangements must:

- a) be in writing; and
- b) include the name of the employer and employee(s); and
- c) be signed by a representative of the employer and the employee or the employee's parent or guardian if the employee is under 18 years of age.

2.6.5 The employer must ensure that the terms of the 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 have been if no arrangement was made.

2.6.6 The following must be detailed in the flexibility arrangement:

- a) the terms of the agreement which are varied by the flexibility arrangement; and
- b) how the arrangement varies the effect of the terms; and
- c) how the employee will be better off overall as a result of the arrangement; and
- d) the date on which the arrangement commences.

2.6.7 The employer must give the employee a signed copy of the flexibility arrangement within 14 days after it is agreed to and a copy must be kept on the employee file.

2.6.8 The flexibility arrangement may be terminated at any time by:

- a) either the employer or the employee by giving 28 days' notice in writing; or
- b) the employee and the employer by mutual agreement in writing – at any time.

2.7 ANTI-DISCRIMINATION, BULLYING AND HARASSMENT

2.7.1 The employer is committed to providing a working environment free of discrimination, bullying and harassment where everyone receives fair and just treatment and is free to achieve their best.

2.7.2 The employer will not take adverse action against an employee or prospective employee on the basis of sex, disability, race, colour, sexual preference, age, physical or mental disability, marital status, family or carer's responsibilities, pregnancy, breastfeeding, religion, political opinion or affiliation, national extraction, social origin, criminal record or trade union activity.

2.7.3 The employer will not tolerate employees' discrimination, bullying or harassment of one another on the basis of sex, disability, race, colour, sexual preference, age, physical or mental disability, marital status, family or carer's responsibilities, pregnancy, breastfeeding, religion,

political opinion or affiliation, national extraction, social origin, criminal record or trade union activity.

- 2.7.4 Harassment is any behaviour, which is unwelcome and is based on a person's sex, pregnancy, marital status, race, disability, age or sexual orientation. Harassment will usually be repeated behaviour, but can also consist of a single act. Harassment has the effect of offending, humiliating or intimidating the person at whom it is directed.
- 2.7.5 Bullying refers to unreasonable or inappropriate behavior that could reasonably be regarded as intimidating, insulting, offensive, demeaning, or abusive to others, and which occurs repeatedly. Bullying includes the use of loud threatening language/behaviors, yelling abuse, subtle forms of intimidation such as inappropriate comments about personal appearance, criticism, and isolation of workers from normal work events.
- 2.7.6 It is the responsibility of all staff to monitor their own behaviour and comply with the employer anti-discrimination, bullying and harassment policy. Any reports of discrimination, harassment or bullying will be treated seriously, investigated promptly and may be subject to a disciplinary procedure.

2.8 DIVERSITY

- 2.8.1 The employer recognises the need to respect and value the diversity of the workforce and is committed to facilitating that diversity by preventing and eliminating discrimination.
- 2.8.2 Where staff may celebrate cultural or religious days of observance, which do not coincide with existing public holidays, their requests for annual leave on these days will not be unreasonably refused.

PART 3 – EMPLOYER AND EMPLOYEES’ DUTIES, EMPLOYMENT RELATIONSHIP AND RELATED ARRANGEMENTS

3.1 EMPLOYMENT CATEGORIES AND CONTRACT OF EMPLOYMENT

- 3.1.1 An employee may be engaged as a full-time, part-time or casual employee.
- 3.1.2 Each employee shall receive a written contract of employment confirming their employment category status at the time of engagement.

3.2 FULL TIME EMPLOYEES

A full-time employee is engaged to work an average of 38 hours per week, in accordance with a roster and in consideration of the provisions of [Part 6 - Hours of Work](#).

3.3 PART TIME EMPLOYEES

- 3.3.1 Permanent part-time employees will be permanently contracted to a minimum number of ordinary hours of work and have reasonably predictable hours of work in accordance with a roster.
- 3.3.2 Permanent part-time employees will work a minimum of 4 hours per week on a regular basis and up to a maximum of 37 hours per week.
- 3.3.3 The specified number of hours of a permanent part-time employee may be balanced over a week, a fortnight or a 4-week period, according to a roster. The employee will be paid each pay cycle according to their average weekly or fortnightly hours.
- 3.3.4 The ordinary working hours of a permanent part-time employee shall be worked continuously, excluding any meal breaks and shall not be less than 3 hours or more than 12 hours in any one day unless otherwise agreed between the employee and employer. A maximum of 12 ordinary hours per day may be worked.
- 3.3.5 Permanent part-time employees will receive payment for wages, leave and allowances on a pro-rata basis and accrue entitlements on a pro-rata basis equivalent to full-time employees of the same classification.
- 3.3.6 The roster and/or agreed number of ordinary hours of a permanent part-time employee may be varied following consultation with the employee. Any variation will be recorded in writing.

- 3.3.7 Permanent Part-time employees shall have the right to request in writing an increase to their contracted hours once in each period of 26 weeks and where appropriate to reflect the average number of weekly hours being worked. Factors to be considered when such a request is made shall include the historical number and pattern of weekly hours worked by the employee, the overall availability of the employee for shifts, the variable activity patterns of private hospital operations especially in regional areas and the needs of the business. All such requests may be approved at the discretion of the departmental manager or hospital CEO. Such requests shall not be unreasonably refused.
- 3.3.8 Permanent Part-time employees are entitled to penalty payments for overtime in as per [Part 6.3 - Overtime](#). Additional hours (i.e. unrostered shifts or extra hours) over and above 8 hours will be paid at overtime rates, except where the employee is rostered for a shift greater than 8 hours, up to a rostered shift of 10 hours, except in circumstances where a shift between 10 and 12 hours has been agreed as per 6.2.8(b). Then the employee will be paid overtime hours for hours worked in excess of the rostered shift.
- 3.3.9 Permanent Part-time employees are entitled to the public holiday provisions relating to [Part 8.3 - Public Holidays](#). Therefore, where a permanent part-time employee is usually rostered to work on a day on which a public holiday falls and is not required to work on that day that employee will be paid for the ordinary working hours on that day.
- 3.3.10 Where a Permanent Part-time employee is required to work on a public holiday they can make a choice between the following arrangements:
- a) to be paid 250% of their ordinary rate of pay; or
 - b) to be paid 150% of their ordinary rate of pay and be entitled to an additional day of annual leave in compensation.
- Employees must opt in to one arrangement for a 12 month period. Where an employee does not make an election, they shall be paid according to 3.3.10(a) by default, until such an election is made. No weekend or shifts penalties will apply to public holidays worked under either arrangement.
- 3.3.11 Permanent part-time employees are entitled to 4 weeks Annual Leave as per [Part 8.1 – Annual Leave](#). Payment will be based on the number of hours that the employee would have worked if they had not taken leave.

- 3.3.12 Permanent part-time employees are entitled to Personal/Carer's Leave as per [Part 8.2 – Personal/Carer's Leave](#). Payment will be based on the number of hours that the employee would have worked if they had not taken leave.
- 3.3.13 Permanent part-time employees are not entitled to an Accrued Day Off as detailed in [Part 6.2 – Working a 38 Hour Week / Accruing Days Off](#).
- 3.3.14 Part-time employees will progress to the next level within their classification following 1976 hours of experience.

3.4 CASUAL EMPLOYEES

- 3.4.1 A casual employee is an employee who is engaged as such on an hourly basis and whose employment may be terminated by either party without notice.
- 3.4.2 A casual employee will receive wages of an hourly rate calculated in proportion to the equivalent rate of full-time employees of the same classification (i.e. 1/38th of the weekly rate of a full time employee) plus a casual loading of 25%.
- 3.4.3 A casual employee will be paid a minimum of three hours pay each time they are required to work. Such minimum engagement will be paid where a shift is cancelled with less than 2 hours' notice.
- 3.4.4 Where allowances apply, the employee shall be paid shift allowances on the ordinary rate of pay excluding the casual loading with the casual loading component then added to the penalty rate of pay.
- 3.4.5 Weekend penalty rates for casual Assistants in Nursing will be calculated on the employee's hourly rate including the casual loading and multiplied by the weekend penalty.
- 3.4.6 Where a casual employee works on a public holiday they will be paid 250% of the ordinary rate of pay. No weekend or shift penalties will apply. No casual loading will apply to such work.
- 3.4.7 Casual employees will be paid at overtime rates where the period of their shift working time exceeds 10 hours (exclusive of meal breaks). Payment of overtime rates is subject to clause 6.1.5 of the Agreement which allows up to 12 hour shifts to be worked at ordinary rates by mutual agreement.
- Where more than 76 hours are worked in a fortnight overtime will also be paid.
- With the exception of Assistants in Nursing, the overtime rates applicable to a casual employee

will be the penalty rate applicable to a permanent employee holding the same position i.e. casual loading does not apply on overtime. Casual Assistants in Nursing entitled to overtime will be paid their hourly rate including the casual loading and multiplied by the overtime penalty.

- 3.4.8 Casual employees are not entitled to an Accrued Day Off as detailed in 6.2 – Working a 38 Hour Week / Accruing Days Off.
- 3.4.9 Where a casual employee works regular hours over a 6 month period, both parties have a right to request that their employment status be varied to a permanent contract with fixed hours by mutual agreement.
- 3.4.10 Casual employees will progress to the next level within their classification following 1976 hours of experience.
- 3.4.11 Subject to the provisions of 3.4.10, the following provisions do not apply to casual employees: Part 3.5 – Probationary Period; Part 3.10 – Redundancy; Part 6.3 – Overtime; Part 6.5 – Rosters; 6.7 – Banking of Ordinary Hours; Part 7.10 – Allowances – Qualification Allowance; Part 8.1 – Annual Leave; Part 8.2 – Personal/Carer’s Leave; Part 8.3 – Public Holidays; Part 8.5 – Compassionate Leave; 8.8 – Study Leave.

Leave entitlements for Casual Employees

- 3.4.12 Casual employees are not generally entitled to paid leave. However, casual employees are entitled to access unpaid leave as Unpaid Personal / Carer’s Leave; Unpaid Compassionate Leave; and Unpaid Community Service Leave. In addition, long term casual employees are also entitled to access Unpaid Parental Leave.
- 3.4.13 In this part **long term casual** means an employee who has been employed on a regular and systematic basis for a sequence of periods of employment during a period of at least 12 months.
- 3.4.14 In order to access entitlements to unpaid leave without affecting their employment status or recognition of continuous service, casual employees must meet the requirements for applications, notifications and evidence as detailed under each category for permanent employees.
- 3.4.15 Long term casual employees employed on a regular and systematic basis may also be entitled to access long service leave provisions. See *Long Service Leave Act 1955 (NSW)* for eligibility and entitlements.

3.4.16 Casual Conversion

- a) The Employer will ensure it complies with the provisions contained within the Act (as amended) relating to offering casual conversion once the Employee has been employed for a minimum period of 12 months.
- b) A casual Employee may request that their employment be converted to full-time or part-time employment based on the pattern of work in the preceding period of 6 months of casual employment that the Employee worked without significant adjustment in accordance with the provisions contained within the Act (as amended)

3.5 PROBATIONARY PERIOD

- 3.5.1 The first 6 months of employment will be on a probationary basis during which time either party may terminate the contract by giving one week's notice in writing.
- 3.5.2 If less than one week's notice is given by the employer payment may be provided to the employee in lieu of notice.
- 3.5.3 If less than one week's notice is given by the employee, the employee will forfeit payment due for that period.
- 3.5.4 For other provisions relating to Termination of Employment see [Part 3.9 – Termination of Employment](#).

3.6 DUTIES

- 3.6.1 The employee may be required to perform all duties within their employment classification according to a position description provided by the employer and the employer's policies and procedures.
- 3.6.2 The employer may direct the employee to perform another position or to carry out duties as are within the limits of the employee's skills, competence or training.
- 3.6.3 The employee will be required to comply with any reasonable request to perform another position or to carry out duties within the limits of their skills, competence, training or professional registration.
- 3.6.4 Where an employee is directed to work at a level below their classification their rate of pay shall remain unaltered.

- 3.6.5 Where an employee elects to work extra hours or shifts at a level below their classification they shall be paid at the lower rate.
- 3.6.6 Where an employee is called upon to perform higher duties they shall be paid at a higher rate as per [Part 7.8 – Higher Duties](#).
- 3.6.7 Where an employee is required to attend work outside of their ordinary hours of work to perform duties other than their ordinary duties (e.g. attending meetings, fire drills, training sessions etc.) they will be paid for the time spent or be freed from their ordinary duties for the equivalent time. The employee will be paid at their ordinary rate provided that the time spent is within their ordinary working hours. If the time spent is beyond their ordinary working hours it will be paid at overtime rates.

3.7 LOCATION OF WORKSITE

- 3.7.1 Employees will be contracted to work at a particular site(s) (their primary site(s)).
- 3.7.2 The employer may request that an employee work a shift or shifts at a site other than their primary site which is operated by the employer. The employer may make this request:
- a) where work is not available at the employee's primary site to fulfil contracted hours; or
 - b) where the employer has a requirement for appropriately qualified staff at a site other than the employee's primary site.
- 3.7.3 The employer will provide the employee with sufficient notice for the employee to make the necessary arrangements. Such notice will be a minimum of 24 hours' notice or less only by mutual agreement.

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

- 3.7.4 Where an employee is requested to work at a site other than their primary site travel time in excess of 30 minutes will be paid at the ordinary rate.
- 3.7.5 The employee may decline a request to work at a site:
- a) more than 20 kilometres from their usual place or work or home; or
 - b) where the employee does not have the relevant skills or competencies to work in that specialty (theatre, ward or unit).

3.8 REQUEST FOR TRANSFER

- 3.8.1 The employer will facilitate intra-company transfers for employees requesting to transfer between sites or facilities intra-state, inter-state and internationally where it is appropriate and practicable to do so and where a suitable vacancy exists at another of the employer's facilities.
- 3.8.2 Where an employee transfers facilities the employer will transfer or freeze their leave and other entitlements according to the employer's Portability of Entitlements Policy and provided that the employee has continuity of service. See [Part 3.11 – Portability of Entitlements](#).

3.9 TERMINATION OF EMPLOYMENT

- 3.9.1 For termination of employment during the probationary period, see also [Part 3.5 - Probationary Period](#).
- 3.9.2 When employment is terminated by either party the employer shall provide upon request a written statement of service, certifying the period of employment, the classification of the employee and the type of work performed.
- 3.9.3 Following termination of employment, the employee will return employer property (i.e. uniforms, keys, swipe-cards, computers, phones etc.) within 3 working days.
- 3.9.4 The employee will receive their final pay within 3 working days of the termination of employment.
- 3.9.5 The final pay will include payment for credited paid leave not taken, accrued Annual Leave loading, accrued days off not taken or hours banked in credit.
- 3.9.6 Annual leave cannot be counted within the period of notice of termination by either party unless agreed to by both parties.

Termination by the employer

3.9.7 Where the employee's employment is terminated the following minimum notice must be given in writing:

Period of Continuous Service	Minimum Period of Notice
Less than 1 years' service	1 weeks' notice
More than 1 year but less than 3 years' service	2 weeks' notice
More than 3 years but less than 5 years' service	3 weeks' notice
More than 5 years' service	4 weeks' notice

3.9.8 Employees over 45 years old who have completed at least 2 years of continuous service are entitled to receive an additional weeks' notice to be added to the notice period detailed above.

3.9.9 Where the employment is terminated by the employer with less than the required notice period payment will be made in lieu of working out the full notice period and otherwise by agreement.

3.9.10 Upon receipt of notice from the employer and where payment in lieu of notice is made, the employee will receive the total amount that would have been paid if the employment had continued until the end of the notice period including:

- a) payment for ordinary working hours;
- b) allowances, loadings and penalties; and
- c) any other amounts payable under the employee's employment contract.

3.9.11 Where termination of employment is due to misconduct or any other reason that justifies instant dismissal, termination may be made without notice.

3.9.12 The period of notice does not apply to casual employees and employees engaged for a specific period or task.

Time off during notice period

3.9.13 Where the employer has terminated the employment the employee is entitled to up to 1 days' time off without loss of pay for the purposes of seeking other employment. The time off is to be taken at times that are convenient to the employee after consultation with the employer.

Termination by the employee

3.9.14 Where the employee terminates their employment they will give 2 weeks' notice to the employer or the notice specified in their contract, whichever is the greatest. Where an employee has less than one years' continuous service with the employer, they will give at least one weeks' notice to the employer.

3.9.15 If the employee fails to give the required notice the employer can deduct from their final pay an amount equivalent to the ordinary rate of pay for the notice period.

3.9.16 The notice period may be waived by the employer in extenuating circumstances.

3.10 REDUNDANCY

3.10.1 Redundancy will occur where the employer has made a definite decision that it no longer requires the job the employee has been doing to be done by anyone and this is not due to the ordinary and customary turnover of labour and that decision will lead to termination of employment.

Consultation

3.10.2 Where redundancy will occur the employer will consult the employee directly affected and, where relevant, their representative(s) or union(s), as [per Part 2.3 – Consultation Regarding Change](#).

3.10.3 As soon as practicable after making its decision, the employer will notify the relevant employees and their representatives in writing of all relevant information relating to the change including:

- a) the reasons for the proposed terminations; and
- b) the number and categories of employees likely to be affected; and
- c) the number of workers normally employed; and
- d) the period over which the terminations are likely to be carried out.

3.10.4 The employer will then hold discussions with relevant employees and/or their representatives regarding all aspects of the change including:

- a) the reasons for the proposed terminations; and
- b) measures taken to avoid or minimise the terminations; and
- c) measures taken to avoid or minimise adverse effects on the employees concerned.

3.10.5 The employer is not required to disclose confidential or commercially sensitive information to employees.

Transfer to lower paid duties

3.10.6 Where the employer has made a definite decision that it no longer requires the job the employee has been doing to be done by anyone and this is not due to the ordinary and customary turnover of labour and the employee is offered and accepts a transfer to lower paid duties, the employee will be entitled to the same minimum period of notice as if the employee's employment had been terminated under [Part 3.9 - Termination of Employment](#).

3.10.7 The employer may make payment in lieu of the full notice period of transfer to lower paid duties.

3.10.8 The payment will be equal to at least the difference between the amount the employee would have received at their former rate of pay and the amount the employee will receive at their new lower rate of pay for the number of weeks of notice still owing. Payment due should be calculated to include:

- a) payment for ordinary working hours; and
- b) allowances, loadings and penalties; and
- c) any other amounts payable under the employee's employment contract.

Time off during notice period

3.10.9 Where the employer has given notice of redundancy the employee is entitled to up to 1 daytime off without loss of pay during each week of notice for the purposes of seeking other employment. The time off is to be taken at times that are convenient to the employee after consultation with the employer.

3.10.10 Where the employee has been allowed paid leave for more than 1 day during the notice period for the purpose of seeking other employment, the employer can request proof of

attendance at an interview or the employee will not receive payment for the time absent. A statutory declaration will be considered sufficient evidence.

Notice to Centrelink

3.10.11 Where the employer has given notice of redundancy the employer shall notify Centrelink as soon as possible by providing a written statement giving all relevant information about the proposed terminations including:

- a) the reasons for the terminations; and
- b) the number and categories of the employees likely to be affected; and
- c) the number of workers normally employed; and
- d) the period over which the terminations are intended to be carried out.

Redundancy Pay

3.10.12 Where redundancy occurs an employee under 45 years old will be paid redundancy pay in relation to their period of continuous service as follows:

Period of Continuous Service	Redundancy Pay Period
Less than 1 years' service	Nil
At least 1 year but less than 2 years' service	4 weeks' pay
At least 2 years' but less than 3 years' service	7 weeks' pay
At least 3 years' but less than 4 years' service	10 weeks' pay
At least 4 years' but less than 5 years' service	12 weeks' pay
At least 5 years' but less than 6 years' service	14 weeks' pay
At least 6 years' service	16 weeks' pay

3.10.13 Where redundancy occurs an employee over 45 years old will be paid redundancy pay in relation to their period of continuous service as follows:

Period of Continuous Service	Redundancy Pay Period
Less than 1 years' service	Nil
At least 1 year but less than 2 years' service	5 weeks' pay
At least 2 years' but less than 3 years' service	8.75 weeks' pay
At least 3 years' but less than 4 years' service	12.5 weeks' pay
At least 4 years' but less than 5 years' service	15 weeks' pay
At least 5 years' but less than 6 years' service	17.5 weeks' pay
At least 6 years' service	20 weeks' pay

3.10.14 **Weeks' pay** means the inclusive rate of pay for the employee and includes overtime, penalty rates, disability allowances, shift allowances, special rates, fares and travelling time allowances, bonuses and any other ancillary payments.

3.10.15 A week's pay shall be based on the average week's pay received by the employee in the period prior to redundancy and equal to the number of weeks of redundancy pay. (i.e. If the employee is entitled to 8 weeks redundancy pay, their pay will be calculated on the average of their last 8 week's pay)

3.10.16 The employee will also be entitled to payment for Annual Leave accrued but not taken (see [Part 8.1 – Annual Leave](#)) and Pro rata Long Service Leave (see [Part 8.7 – Long Service Leave](#)).

Employee leaving during notice

3.10.17 An employee who is terminated due to redundancy may terminate their employment during the period of notice. The employee is entitled to receive the benefits and payments they would have received under this part had they remained in employment until the expiry of the notice, but is not entitled to payment instead of notice.

Alternative employment

3.10.18 Where the employer obtains other acceptable employment for the employee the employer may apply to the Fair Work Commission to amend or reduce the amount of redundancy pay.

Redundancy pay does not apply

3.10.19 The requirement for the employer to pay redundancy pay does not apply to:

- a) employees dismissed for misconduct; or
- b) casual employees; or
- c) employees engaged for a specific period or task.

Incapacity to Pay

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

3.11 PORTABILITY OF ENTITLEMENTS

3.11.1 Ramsay Health Care is committed to the philosophy of employing the best person for all positions. As part of this philosophy, Ramsay supports the internal transfer of its employees by ensuring leave entitlements and recognition of years of service are transferable between all sites of Ramsay Health Care and related corporate entities.

3.11.2 If an existing Ramsay employee obtains a position at another Ramsay site, they must work out their notice period with the current employer.

3.11.3 The employee will be required to commence with the new site within 3 months of leaving the previous site. If this does not occur, any annual and/or long service leave entitlements owing to the employee will be paid out and the employment relationship terminated unless agreement in writing to the contrary is obtained before leaving the existing employer.

3.11.4 It is preferable for the transferring employee to take annual leave during the transfer period and before commencing with the new site so they will be available to focus on their new position without requesting annual leave within the first 6 months of the transfer.

3.11.5 The payroll team at the transferring hospital is to advise the Finance Manager of the transferring hospital of the value of the benefits to be transferred. The Finance Manager of

the transferring hospital is then to liaise with the Finance Manager of the receiving hospital to organise inter-hospital journals.

3.12 PROFESSIONAL AND CAREER DEVELOPMENT

- 3.12.1 The employer supports and encourages the ongoing professional development of employees, through the acquisition of knowledge and skills.
- 3.12.2 The employer recommends that employees take an active role in their professional development and take advantage of the internal educational opportunities on offer.
- 3.12.3 In order for existing employees to have the opportunity to further their career within the organisation, or to multi skill in other areas, as a general rule, vacancies will be advertised internally. External advertising may also take place at the same time.
- 3.12.4 Individual performance and development reviews will be conducted annually and employees will be consulted regarding their training needs.
- 3.12.5 The employer will support employees funding their own professional development by offering salary packaging on self-education expenses. See [Part 7.12 – Salary Packaging](#).

Compulsory Professional Development

- 3.12.6 Employees will be required to complete compulsory modules relevant to their site and role on an annual basis. These modules may include, but are not limited to:
 - a) customer service;
 - b) manual handling;
 - c) emergency procedures;
 - d) infection control;
 - e) discrimination and harassment/bullying.
- 3.12.7 Where an employee is required to complete compulsory modules or attend internal or external professional development training, workshops or programs at the direction of the employer (i.e. attendance is not voluntary) the employer shall be responsible for the cost of the program and will make time available in working hours by prioritising time during rostered shifts.
- 3.12.8 Subject to [Part 5.4](#) of this Agreement, only where the employee elects to undertake compulsory training at home (e.g. e-learning modules) they will be free to do so without pay.

Professional Development Support

3.12.9 Support for professional development activities may be available in the form of either paid time and/or payment for costs and associated expenses.

3.12.10 Applications for professional development support will be considered by the relevant manager who will consider:

- a) the available budget;
- b) the benefits to the employee; and
- c) the benefits to the business.

3.13 UNIFORMS

3.13.1 Where the employer requires the employee to wear a uniform the employee will wear the full and correct uniform at all times and ensure that the uniform is clean.

3.13.2 Where the employer requires the employee to wear a uniform the employer will provide sufficient uniforms free of charge.

3.13.3 Employee requests for additional uniforms will be considered on a case by case basis.

3.13.4 The employee is able to purchase extra uniforms beyond the allocated number.

3.13.5 Uniforms remain the property of the employer and must be returned in good condition, considering reasonable wear and tear, on termination of employment or in the event of the issue of a new uniform.

3.13.6 Where the employer requests the return of any item(s) of supplied uniforms and the employee fails to return the item(s) without good reason, the employee will not be entitled a replacement item free of charge but will be expected to replace the item at their own cost.

3.13.7 Where a uniform is damaged in the line of duty the employer will replace the uniform.

3.13.8 Where the employer does not launder the required uniforms a laundry allowance will be payable to employees for each shift.

3.14 AMENITIES

3.14.1 The employer shall provide the following for use by the employee:

- a) A suitable changing room and adequate washing and toilet facilities;
- b) A locker fitted with lock and key or other suitable place for the safe keeping of the employee's personal effects;
- c) Tea, coffee, milk and sugar and facilities for the making of these;
- d) A canteen or facilities for the preparing and heating of meals.

PART 4 – STAFFING ARRANGEMENTS

4.1 RAMSAY COMMITMENT

- 4.1.1 The employer is committed to ensuring staffing levels are appropriate for the delivery of high quality patient care, that work is done safely and within rostered working hours and that employees take appropriate breaks.
- 4.1.2 The NUM/MUM/In Charge will prioritise access to meal and rest breaks when establishing rosters in accordance with [Clause 6.5](#) of this Agreement.

4.2 REPLACING LEAVE ABSENCES

- 4.2.1 Leave absences including sick leave will be replaced by the same skilled level of nurse/midwife or a nurse/midwife of a higher classification eg RN with RN, EN with EN as far as practicable.
- 4.2.2 If all avenues to backfill the absence with a nurse or midwife at the same classification are exhausted and the only remaining option is to backfill the absence with a nurse or midwife of a lower classification, the NUM/MUM/In Charge must be satisfied that the delivery of high quality patient care in the ward/unit can be safely and appropriately performed by a nurse/midwife of another nursing/midwifery classification within the overall skill mix of the ward/unit.

4.3 SPECIALS IN ADDITION

- 4.3.1 The NUM/MUM/In Charge will allocate nurses and/or midwives to patients clinically assessed as needing specialised care. This is in addition to the rostered nursing and midwifery hours for each ward and unit.

4.4 NIL ALLOCATION OF PATIENT LOADS

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

4.5 IN CHARGE OF HOSPITAL PATIENT LOAD ARRANGEMENTS

Nil Patient Load Hospitals

4.5.1 Where a nurse/midwife is appointed in Charge of Hospital (however titled such as After Hours Manager, Hospital Co-ordinator, Operational Manager, After Hours Supervisors, NUM/MUM) they will not carry a patient load at the following Hospitals:

- a) St George Private Hospital
- b) North Shore Private Hospital
- c) Westmead Private Hospital
- d) Wollongong Private Hospital
- e) Lake Macquarie Private Hospital
- f) Kareena Private Hospital
- g) Northside St Leonards (on Evening shifts and/or on weekend morning and evening shifts)
- h) any other Hospital agreed between the parties during the term of this agreement

Nil routine patient load

4.5.2 Provided that where at the commencement of this Agreement, In Charge of Hospital (however titled) does not routinely carry a patient load those current arrangements will continue to apply (eg. Strathfield Private weekend shifts, Northside St Leonards night shifts)

Periods of low activity/occupancy (e.g. Christmas/Easter/Shutdown)

4.5.3 In facilities where at the commencement of this Agreement the practice is that the In Charge of Hospital may be allocated a reduced patient load where occupancy is particularly low due to Christmas or easter holidays or shut down periods, the introduction of this clause will not alter those current arrangements.

4.5.4 This clause is not intended to alter the practice at facilities where (at the commencement of this Agreement) the Hospital In Charge does not carry a patient load, even during periods where occupancy is particularly low (e.g. **Christmas/Easter/Shutdown**)

Considerations for a patient load

4.5.5 At all other hospitals not named above in determining whether or not In Charge of Hospital (however titled) is allocated a patient load or a reduced patient load, the employer agrees to consider the In Charge workload including but not limited to the following factors:

- a) all tasks and responsibilities that are required to be undertaken as part of the role and shift;
- b) professional standards and obligations;
- c) hospital activity;
- d) skill mix on the ward/unit where consideration is being given to the In Charge of Hospital being on duty;
- e) occupancy on ward/unit where consideration is being given to the In Charge of Hospital being on duty;
- f) patient acuity on ward/unit where consideration is being given to the In Charge of Hospital being on duty; ,
- g) where after hours/weekend surgery is performed and
- h) other additional tasks/responsibilities/workload.

In Charge of Ward/Unit Considerations for a patient load

4.5.6 In determining the allocation of a patient load, the employer agrees to consider the In Charge workload including but not limited to the following factors:

- a) all tasks and responsibilities that are required to be undertaken as part of the role and shift;
- b) professional standards and obligations;
- c) skill mix on the ward/unit;
- d) occupancy;
- e) patient acuity, and
- f) where after hours/weekend surgery is performed;

Review Allocation of Patient Load

4.5.7 A nurse/midwife performing In charge of ward/unit may request a review of the patient load where they consider that their professional obligations or safe patient care is at risk.

4.6 REQUIRED STAFFING LEVELS

4.6.1 The following will be considered when determining the staffing levels required and clinical workloads of nurses and midwives including NUM/MUM/In Charge:

- a) the clinical assessment of patient acuity;
- b) skill mix and specialisation;
- c) geography and facility layout;
- d) the maintenance of safe working conditions in accordance with relevant guidelines and statutory Workplace Health and Safety legislation;
- e) professional nursing and midwifery standards, obligations and codes of conduct set down by relevant regulatory bodies;
- f) the completion of mandatory e-learning modules,
- g) access to meal and rest breaks and
- h) licensing standards (Private Health Facilities Act 2007 NSW and Private Health Facilities Regulation 2017 NSW)

PART 5 – NURSING AND MIDWIFERY PROFESSIONAL STANDARDS

5.1 UPHOLDING PROFESSIONAL OBLIGATIONS

- 5.1.1 Ramsay Health Care is committed to quality patient care and to supporting nurses and midwives compliance with their registration and recognising their professional obligations.
- 5.1.2 Accordingly, Ramsay will as part of the operating practices in its NSW hospitals give consideration to the Australian College of Perioperative Nurses (ACORN) Standards for Perioperative Services.
- 5.1.3 Where a nurse/midwife or group of nurses/midwives consider that their ability to provide safe patient care may be compromised, or they are unable to safely transfer care of their patients to other rostered nursing/midwifery employees, and where this may put their professional registration at risk, they have a responsibility to report this immediately to their manager.

5.2 ADDRESSING IMMEDIATE WORKLOAD CONCERNS

- 5.2.1 The NUM/MUM/In Charge is responsible to ensure the health and safety of employees and has a duty of care to the patient to ensure the provision of safe, person-centred and evidence-based patient care.
- 5.2.2 The NUM/MUM/In Charge must comply with their own professional obligations in accordance with their registration and delegation responsibilities. When addressing immediate workload concerns, the manager will utilise their professional judgement, and where required consult with the Director of Clinical Services. The manager will then immediately implement a solution such as:
- a) reallocate patients/alter case mix where possible;
 - b) limit admissions when discharges occur from the ward/unit;
 - c) prioritise clinical nursing/midwifery activities and tasks;
 - d) offer additional hours for part time staff;
 - e) use reasonable overtime;
 - f) engage casual/agency nursing staff; or
 - g) deploy nurses/midwives from other wards/units with relevant experience and competencies on the basis that it is safe to transfer care of their patients to other rostered nurses/midwives; and
 - h) implement other appropriate measures

5.3 ADDRESSING UNREASONABLY HEAVY WORKLOADS ON A REGULAR BASIS

- 5.3.1 Where an employee or group of employees feels workloads are unreasonably heavy on a regular basis, then they have an opportunity and responsibility to discuss their concerns with their immediate manager who will investigate the request and will make every endeavour to provide a response within 48 hours.
- 5.3.2 Where the employee or group of employees is not satisfied that appropriate action has been taken to address the workload issues, the matter shall be referred to the Director of Clinical Services and if still unresolved the employee or group of employees may utilise the Grievance and Dispute Resolution procedure commencing at Part 2.4.4(b).
- 5.3.3 The employer will include workloads issues in operational staff meetings at ward and/or unit level. Workloads shall be an agenda item at such meetings and employees shall be encouraged to raise issues of concern regarding workloads at such meetings. Management accepts and commits to consider and respond to all concerns about workloads raised at such meetings

5.4 TRAINING

Mandatory Training

- 5.4.1 Ramsay will facilitate and prioritise time for employees to complete mandatory training modules through e-learning during rostered shifts.
- 5.4.2 When employees are directed to undertake mandatory training during ordinary working hours there shall be explicit consideration given by the employer to the practicability of undertaking such training having regard to other clinical duties, daily schedules and responsibilities, access to e-learning modules, access to screens where necessary and all associated “workload” issues.
- 5.4.3 It is acknowledged that mandatory training may occur outside ordinary hours of work. This will be regarded as work time outside ordinary hours and shall be paid as such. The employer must authorise any proposed training time outside ordinary hours in advance.

Advanced Life Support Training

- 5.4.4 For patient safety Ramsay commit to ensure that an adequate number of nurses and midwives are trained in Advanced Life Support on each shift, as determined by the Director of Clinical Services and in line with their own professional obligations.
- 5.4.5 Advanced Life Support and refresher training however titled will be provided during paid rostered shifts.
- 5.4.6 An employee is free to choose whether or not they wish to participate in this training.

Face to Face Training

- 5.4.7 Where an employee or group of employees identify a specific need, face to face training may be provided to adequately skill employees in de-escalation and emergencies (eg Mental Health). This is subject to the employer's approval; however the employer will not unreasonably withhold such training to ensure a safe workplace.

5.5 ACCESS TO DISPUTE RESOLUTION PROCEDURE

- 5.5.1 Where a matter is still unresolved the employee or group of employees may utilise the Grievance and Dispute Resolution procedure commencing at [Part 2.4.4\(b\)](#).

PART 6 – HOURS OF WORK

6.1 ORDINARY HOURS

- 6.1.1 The ordinary hours of work of full-time employees will be an average of 38 hours per week.
- 6.1.2 The average of 38 hours per week can be worked on any of the following bases:
- a) 38 hours within a work cycle not exceeding 7 consecutive days; or
 - b) 76 hours within a work cycle not exceeding 14 consecutive days; or
 - c) 114 hours within a work cycle not exceeding 21 consecutive day; or
 - d) 152 hours within a work cycle not exceeding 28 consecutive days.
- 6.1.3 Where the employer and the employees agree, 160 hours may be worked within a work cycle not exceeding 28 consecutive days with provision for 1 Accrued Day Off (ADO) per cycle. See below, [Part 6.2 – Working a 38 hour week/Accruing Days Off](#).
- 6.1.4 The ordinary hours of work of will not exceed 12 hours per day exclusive of meal breaks, worked within a spread of 12.5 hours from the time the employee starts work.
- 6.1.5 Where the ordinary hours of work exceed 10 hours per day the arrangement of hours will be by mutual agreement between the employer and employee(s) concerned and recorded in a roster.
- 6.1.6 The ordinary hours of work on any day will be continuous except for meal breaks, unless agreed between the employer and the employee
- 6.1.7 Employees may commence their ordinary hours and breaks at different times to ensure continuity of service to the facility and its patients.
- 6.1.8 Employees will observe the nominated start and finish times for their work day, including designated breaks to maximise available working time.
- 6.1.9 Where an employee is required to change into and out of a uniform or a specified type of garment in the workplace, they shall be allowed 10 minutes paid working time at the commencement of shift and 10 minutes paid working time at the completion of shift.
- 6.1.10 Employees who work more than one job or role whether at the same facility, within any other Ramsay Health Care facility or for any other employer, must notify their manager if, through their combined employment, they will work more than 5 consecutive days or nights or more than 45 hours within a week.

6.2 WORKING A 38 HOUR WEEK / ACCRUING DAYS OFF

The 38 hour working week

- 6.2.1 The 38 hour working week can be arranged as is most suitable to the department in consideration of the needs of the facility. The employee should be consulted and their preferences considered in the development of the arrangement. The arrangement can be on any of the following bases:
- a) 4 days of 8 hours and 1 of 6 hours;
 - b) 19 days of 8 hours each day in a work cycle of 28 consecutive days;
 - c) 4 days at 9 and a-half hours per day;
 - d) 5 days to be worked at a total of 7 hours and 36 minutes per day;
 - e) 4 or 5 days to be worked with no less than 6 hours nor more than 10 hours on any day (unless agreed otherwise under clause 6.1.5); or
 - f) Any combination of the above arrangements over a normal roster period.
- 6.2.2 Where the employer requires a change in the above arrangement the employee will be provided with one month's notice of the change.
- 6.2.3 An employee who works a 38 hour week is entitled to 2 full days off each week or 4 days off each fortnight or 8 days off each 4 week period. An employee working 160 hours in a 4 week cycle to accrue a day off is entitled to 9 days off per 4 week period.
- 6.2.4 An employee is entitled to a minimum of 2 days off duty in each fortnight. The roster should be arranged so that such days are taken consecutively unless agreed otherwise.
- 6.2.5 Employees will not work more than 10 days in succession without a rostered day off.
- 6.2.6 Rosters will provide for a minimum of 8 hours break between the finish of ordinary hours on one day and the commencement of ordinary hours on the following day except for 12 hour shift arrangements where a minimum of 11.5 hours break applies.
- 6.2.7 An employee shall not be required to work more than two quick shifts in any period of seven days. In this part, a quick shift means an evening shift followed by a morning shift.
- 6.2.8 The following conditions apply to the arrangement of the ordinary hours of work:
- a) The hours of work may be worked within a span of 3 to 12 hours per day exclusive of meal breaks;

- b) Shifts exceeding 10 hours per day can be arranged only by agreement in writing between the employer and the employee.

12 Hour Shifts

- 6.2.9 An individual employee may enter in to arrangement including 12 hours shifts by mutual agreement with the employer.
- 6.2.10 12 hour shifts will only be introduced to a whole department or section of a facility or worksite following consultation between the employer, the affected employees and where the majority of the affected employees agree.
- 6.2.11 The following conditions apply to the 12 hour shift arrangement:
 - a) The span of hours must be no greater than 12.5 hours;
 - b) A minimum break of 11.5 hours must be rostered between each 12 hour shift;

Accruing days Off

- 6.2.12 The employer is committed to full time employment with ADOs. Where the employer and the employees agree 160 hours may be worked within a work cycle not exceeding 28 consecutive days and the employee will bank 1 day off which will be known as an Accrued Day Off (ADO).
- 6.2.13 The ADO may be included in the employee's monthly roster or may be banked to be taken at a later date.
- 6.2.14 Accrued days off will not be changed except in an emergency situation or unless the change is due to sudden and unexpected circumstances and the employee is required to work to enable the hospital or facility to function.
- 6.2.15 Banked ADOs should be taken at times which are mutually agreed between the employee and the employer, within 12 months of the ADO being accrued.
- 6.2.16 A maximum of 6 ADOs may be banked, unless an agreement is made between the employer and the employee for special circumstances of up to 12 ADOs. The agreement should state the date the ADOs are to be taken by.
- 6.2.17 Where an excessive number of ADOs have been banked the employer can direct the employees to take the days off or receive payment in lieu.

6.3 OVERTIME

- 6.3.1 Employees may be required to work reasonable overtime hours beyond their ordinary working hours in order to ensure continuity of service to the employee's clients and patients.
- 6.3.2 Employees may refuse to work overtime on reasonable grounds. Reasonable grounds may include:
- a) risk to the employee's health and safety;
 - b) personal circumstances including family and carer responsibilities;
 - c) where employee is on call except for recall overtime for emergencies; and
 - d) any other relevant matter.
- 6.3.3 All overtime is subject to approval by the NUM/MUM/In Charge. The employer will not unreasonably refuse approval and payment for overtime.
- 6.3.4 Hours worked in excess of the ordinary hours on any day or shift are to be paid as overtime. See [Part 7.9 – Penalty Rates and Loadings](#).
- 6.3.5
- a) Where a part time employee is rostered for a shift of 8 hours they are entitled to penalty payments for overtime in accordance with clause 3.3.8 for any hours worked in excess of 8 hours.
 - b) Where a part time employee is rostered for a shift of 10 hours they are entitled to penalty payments for overtime in accordance with clause 3.3.8 for any hours worked in excess of 10 hours.
 - c) Where a part time employee agrees in writing in accordance with 6.2.8(b) to be rostered for an 11 or 12 hour shift, they are entitled to penalty payments for overtime in accordance with clause 3.3.8 for any hours worked in excess of the agreed 11 or 12 hours.
- 6.3.6 In addition to the above a part time employee is entitled to penalty payment for overtime when they work:
- a) in excess of 38 hours within a 7 day work cycle; or
 - b) in excess of 76 hours within a 14 day work cycle; or
 - c) in excess of 152 hour within a 28 day work cycle.

Example 1:

Part-Time registered nurse is approached during a shift and asked to extend her rostered shift from 8 hours to a 10-hour shift. The part-time employee is entitled to 2 hours of payment at overtime rates because the part time nurse worked hours in excess of 8 hours and was not rostered for a longer shift.

Example 2:

Part-Time registered nurse is asked to work an additional 4-hour shift. The nurse has already worked 76 hours over the past 14 days. The part-time employee is entitled to 4 hours of payment at overtime rates.

Example 3:

Where a theatre nurse is scrubbed and cannot leave their case at the rostered finish time then overtime will apply in line with clause 4.3.4

Time off in lieu (TOIL) of overtime

- 6.3.7 The employee can request the option to take time off in lieu (TOIL), at a mutually agreed time instead of receiving payment for overtime. The employer will not unreasonably refuse the request.
- 6.3.8 The employee may take TOIL at the appropriate overtime rate, (e.g. if the overtime rate was 150% of the ordinary rate of pay, the employee may take 1.5 hours TOIL for every 1 hour worked).
- 6.3.9 A maximum number of hours of TOIL which may be accumulated will be agreed at local level.
- 6.3.10 The employer will keep a record of hours worked and owed to the employee as TOIL.
- 6.3.11 TOIL not taken within 12 months of being accrued will be paid out at the appropriate overtime rate.
- 6.3.12 The employer may request that the employee takes TOIL which has been accumulated at times when the department experiences slow periods or is closed.
- 6.3.13 The employee may accrue TOIL for use at shutdown or request to use it during periods of low occupancy. The employer will not unreasonably refuse the request.
- 6.3.14 Ramsay Health Care NSW undertakes that any unused TOIL balances will be paid out at overtime rates upon termination of employment.

Rest period after overtime

- 6.3.15 Employees working overtime will have a minimum of 10 consecutive hours off duty between the completion of overtime and the commencement of their next shift, except for 12 hour shift arrangements where a minimum of 11.5 hours off duty applies.
- 6.3.16 Where the employee has not had at least 10 consecutive hours off duty between the completion of overtime and the commencement of their next shift, they will be released from duty until they have had 10 consecutive hours off duty without loss of pay for ordinary working hours except for 12 hour shift arrangements where a minimum of 11.5 hours off duty applies.
- 6.3.17 An employee can only resume duty with less than 10 consecutive hours off duty with the permission of the employer. Where this occurs the employee is entitled to be paid at 200% of the ordinary rate of pay until released from that period of duty. The employee will then have a minimum of 10 consecutive hours off duty without loss of pay for ordinary working hours, except for 12 hour shift arrangements where a minimum of 11.5 hours off duty applies.

Rest break and meals during overtime

- 6.3.18 An employee required to work overtime following on the completion of their normal shift for more than 2 hours shall be allowed twenty minutes for the partaking of a meal and a further twenty minutes for the partaking of a meal after each subsequent 4 hours overtime. All such time shall be counted as time worked; provided that benefits of this subclause shall not apply to permanent part-time employees, until the expiration of the normal shift for a majority of the full-time employees employed on that shift in the ward or section concerned.
- 6.3.19 An employee recalled to work overtime after leaving the employer's premises and who is required to work for more than four hours shall be allowed twenty minutes for the partaking of a meal and a further twenty minutes for the partaking of a meal after each subsequent four hours overtime; all such time shall be counted as time worked.
- 6.3.20 The meals referred to in 6.3.17 and 6.3.18 shall be provided to the employee free of charge. Where the employer is unable to provide such meals, an allowance per meal of the sum set out in [Appendix B – Allowances and Timetables for Increases](#), shall be paid to the employee.

- 6.3.21 Employees must not be required to work during overtime meal breaks unless mutually agreed at a local level. If an employee is recalled or directed by the employer to remain on duty during an overtime meal break the employee shall be paid an additional 20 minutes at overtime rates without working for such a period.

Example 1:

Where Melina has worked overtime for more than 2 hours, she is entitled to a 20 minute paid meal break and a further 20 minute paid meal break for each subsequent 4 hours.

If Melina is unable to take these breaks, she is entitled to be paid missed meal break at overtime rates.

Example 2:

Melina has worked overtime for more than 2 hours and is taking her paid 20 minute meal break. In addition to taking her meal break, Melina is to be provided with a free meal. If a meal is not provided, Melina will be paid a Meal on Overtime allowance.

6.4 ON-CALL & RECALL

- 6.4.1 Employees may be required to remain on-call to ensure appropriate access to staff for emergencies, not to support routine theatre lists (including routine weekend lists).

Where clinically appropriate and taking into account patient and staff safety with respect to staff fatigue and WHS matters, employees on-call may request to work overtime at the end of their shift but cannot be directed to do so by the employer. However this can only occur if there are sufficient relevant specialist, experienced and competent on-call staff to ensure safe coverage for all emergencies.

The employer cannot direct the employee to remain in the workplace during the period on call.

- 6.4.2 The employee will ensure that they are easily contactable during the hours for which they have been placed on-call and may be required to remain within an agreed access period of the workplace, as specified within a particular site or department.
- 6.4.3 Where an employee is required to remain on-call they will be paid an On-Call Allowance per period of 24 hours or part thereof. See [Part 7.10 – Allowances](#).
- 6.4.4 Where an employee is required to remain on-call and they are not recalled to work the time spent on-call will not count as hours worked.

- 6.4.5 Where an employee is required to remain on-call and is recalled to work the overtime provisions will apply. Further, they will be paid for a minimum of 4 hours work at the appropriate overtime rate in addition to the On-Call Allowance. See [Part 7.10 – Allowances](#).
- 6.4.6 The recall period for which the employee is paid will commence when the employee arrives at the workplace.
- 6.4.7 Employees will not be required to remain on-call whilst on leave (paid or unpaid) or on the day before their leave period begins.
- 6.4.8 The employer will endeavour not to require an employee to remain on-call on an Accrued Day Off or on the day before an Accrued Day Off. Where it is necessary to ensure continuity of service the employee shall be paid a relevant On-Call Allowance. See [Part 7.10 – Allowances](#).
- 6.4.9 Where an employee is required to remain on-call during a meal break they will be paid an On-Call Allowance. See [Part 7.10 – Allowances](#).
- 6.4.10 An employee recalled to work will be provided with transport to and from their home or refunded the cost of the transport.
- 6.4.11 Where an employee has completed one period of work on-call and returns home and then is recalled in again during the same 24 hour period of on-call then the second and subsequent periods of work time will be added to the first period of on-call when calculating overtime payments.
- 6.4.12 Casual employees who remain on-call will be paid rates and penalties applicable to permanent staff, excluding the casual loading.

Recall to work when not on-call

- 6.4.13 Where an employee is not on-call but is recalled to work the time spent travelling to and from the workplace will be considered hours worked and paid at overtime rates.

Example 1:

Maria is rostered to be on-call at the conclusion of her shift. Maria is told to stay back prior the end of her shift, and before she has 'touched-off', for an emergency operation, e.g. LSCS. The hospital will pay this time at overtime rates in addition to the on call allowance.

Where Maria is required to be on call, has 'touched off' and is recalled to return to work, the overtime provisions will apply. Maria will be paid for a minimum of 4 hours work at the appropriate overtime rates in addition to the on-call allowance.

Example 2:

When Natalia is not on-call, but is recalled to work, the time spent travelling to and from work, will be considered hours worked and paid at overtime rates.

Natalia will be entitled to be provided with transport to and from home or where she used her own vehicle, will be reimbursed the cost of transport at the rate listed in [Appendix B](#).

6.5 ROSTERS

- 6.5.1 Employees will work according to a roster which sets out employees' daily ordinary working hours and starting and finishing times.
- 6.5.2 Employees will be notified of their rosters which shall be displayed in a place conveniently accessible to employees, where practicable 4 weeks in advance but not less than at least 2 weeks in advance, unless circumstances outside the Managers control occur. If circumstance outside the Managers control occur, staff will be notified by the Manager and an explanation given for the delay. The roster then must be displayed at least 1 week in advance.
- 6.5.3 An employee may change their roster at short notice with the agreement of the Nurse/Midwifery Unit Manager or Director of Clinical Services for any reasonable ground.
- 6.5.4 Any changes to a roster will be by mutual agreement between the employer and the employee(s) concerned.
- 6.5.5 If agreement cannot be reached regarding a change of roster the employer must give 1 weeks' notice of such change, unless the change of roster is due to sudden and unexpected circumstances in which case the employee is required to work to enable the hospital or facility to function. Where such a-change of roster requires an employee to work on a day they would otherwise have had off, an alternative day off will be mutually arranged.
- 6.5.7 Where a roster includes weekends, evening and night duties the employee will be paid appropriate penalty rates. See [Part 7.9 – Penalty Rates and Loadings](#).
- 6.5.8 Rosters will provide for a minimum of 8 hours break between the finish of ordinary hours on one day and the commencement of ordinary hours on the following day. During the life of the Agreement Ramsay Health Care will consult regarding a review of current rostering

patterns and practices, with the intention of increasing the break between shifts to 10 hours for employees. However, once the review is completed, an employee can request and the employer can agree, to a break between shifts of less than 10 hours to a minimum of 8 hours. In these circumstances a lesser break will be provided, and the next shift will be paid at ordinary time.

- 6.5.9 Assistants in Nursing will not be permitted to be rostered to any longer than a 10 hour shift on Sundays and Public Holidays. Should an Assistant in Nursing be required to work longer than a 10 hour shift on a Sunday or Public Holiday for any reason, overtime penalties will apply in accordance with clauses 6.3 and 7.9.13 of the Agreement.

Night Duty

- 6.5.10 Employees who are employed to be on permanent night duty or “permanently in charge at night” will work as such and the paragraph below restricting their period of night duty does not apply.
- 6.5.11 The employer will endeavour to ensure that an employee will not be rostered on night duty for more than 8 consecutive weeks, except by agreement. After a period of night duty the employee will not be rostered on further night duty until they have been off night duty for a period equivalent to the previous period of night duty.
- 6.5.12 Where an employee is changing from night duty to day duty or from day duty to night duty they will not be rostered for duty during the 20 hours immediately prior to the start of the changed day.

6.6 MEALS HOURS AND REST BREAKS

- 6.6.1 An employee working on a roster will be allowed a rest break of eight hours between the completion of one ordinary work period or shift and the commencement of another ordinary work period or shift.

Meal Breaks

- 6.6.2 The employer will prioritise access to meal and rest breaks when establishing rosters.

Employees who work more than 5 hours are entitled to a meal break of a minimum of 30 minutes and a maximum of 60 minutes.

- 6.6.3 On a shift of less than 12 hours an employee shall work no more than 6 continuous hours

without a meal break of 30 minutes being taken.

Where a meal break is not taken by 6 hours due to employer direction, the employee is entitled to be paid at overtime rates for the total period of the meal break in accordance with Clause 6.6.5 regardless of any breaks taken after 6 hours. Where the employer agrees the employee may choose not to take a break and finish their shift early then the payment in Clause 6.6.5 will not apply.

Example:

Katarina is working on a busy shift. She informs her NUM that she doesn't think she will be able to take her meal break at the scheduled time. The NUM agrees and asks Katarina to continue to work, resulting in her going 6 hours without a meal break. Where Katarina chooses to finish her shift early and her NUM agrees, she will not be entitled to the missed meal break payment.

6.6.4 On a 12 hour shift an employee must be allowed either two 30 minute or one 60 minute meal break. In addition to the meal breaks employees must be allowed either two 15 minute or one 30 minute paid rest break.

6.6.5 Employees must not be required to work during meal breaks unless mutually agreed at a local level. If an employee is recalled or directed by the employer to remain on duty during a meal break the employee shall be paid at overtime rates for the total period of the meal break.

6.6.6 In the event an employee is the only nurse/midwife on a ward/unit, specific rostering arrangements will be made to ensure they are covered for all meal and rest breaks.

In the absence of this relief the employee will be paid at overtime rates for the total period of the meal break.

When the employee is relieved for a meal break and is required to be on call during the meal break, the on call meal break allowance arrangements will apply in accordance with Clause 7.10.4.

Example:

Karen is the only RN on the ward. There is no availability of another RN to release Karen from duties for a meal break. She informs the In Charge that she is unable to be relieved for her meal break. The In charge confirms this to be the case and Karen is entitled to a missed meal break payment at overtime rates.

Rest Breaks (except 12 hour shifts)

- 6.6.7 Employees are entitled to a paid 10 minute rest break in each 4 hour period worked.
- 6.6.8 Where the employee and the employer agree rest-breaks can be taken as one 20 minute rest break.
- 6.6.9 Where the employer agrees the employee may choose not to take a rest break and finish their shift 10 minutes earlier.
- 6.6.10 Rest breaks are to be taken at a time to be agreed between the employee and the employer.
- 6.6.11 Rest breaks will count as time worked.

Meal Breaks and Rest breaks for Employees on Night Duty (except 12 hour shifts)

- 6.6.12 Where an employee is on night duty and they have been provided with a meal between 9.00pm and 11.30pm and before the start of their shift they will not have a meal break but will have 2 paid rest breaks of 20 minutes.

6.7 BANKING OF ORDINARY HOURS

- 6.7.1 Where there is mutual agreement between the employer and the employee, and a specific arrangement is entered into, a bankable hours system may apply.
- 6.7.2 An employee may work more or less than their daily, weekly or fortnightly rostered or contracted hours and credit or debit those hours to a “bank”.
- 6.7.3 An employee may work less than their daily, weekly or fortnightly rostered or contracted hours and work those hours at a later date. The employee will receive their ordinary pay in the relevant pay cycle as if the full amount of hours had been worked, including any weekend or shift penalty rates.
- 6.7.4 An employee may work more than their daily, weekly or fortnightly rostered or contracted hours and set those hours off against those not worked previously or take time off at a later date in lieu of payment. The employee will receive their ordinary pay in the relevant pay cycle as if they had not worked the extra hours and will not receive payment for any weekend or shift penalties for the extra hours.
- 6.7.5 Hours credited or debited under this arrangement is at ordinary time, (i.e. hour for hour).
- 6.7.6 An employee may have a maximum of 76 hours in debit or credit at any time.

- 6.7.7 Employees whose bank of hours is in debit will be given first option to work additional hours, before the use of casual employees and agency staff.
- 6.7.8 Full records of the arrangement and all hours credited and debited will be kept by the employer and the employee will have full access to those records.
- 6.7.9 Where the employment is terminated the employer will pay the employee for all hours in credit at ordinary rate and deduct the value of any hours in debit from the final termination pay.
- 6.7.10 Either party may terminate the arrangement with 2 weeks' notice.

PART 7 – PAYMENT

7.1 PAYMENT OF WAGES AND SALARIES

- 7.1.1 Payment of wages and salaries will be by electronic funds transfer in to one account nominated by the employee at any major bank, building society or credit union.
- 7.1.2 Payment will be made fortnightly and the employee will be provided with an electronic pay advice or pay advice slip on each day that they are paid which contains the details and breakdown of the total pay received and any deductions for tax or other reasons.
- 7.1.3 The employer will ensure that salaries are transferred to the employee's nominated financial institution to ensure wages are available for withdrawal by employees no later than pay day.

7.2 PAYMENT ON TERMINATION

- 7.2.1 Following termination of employment, the employee will return employer property (e.g. uniforms, keys, swipe-cards, computers, phones etc.) within 3 working days.
- 7.2.2 The employee will receive their final pay within 3 working days of the termination of employment.
- 7.2.3 Final pay of a terminated employee will include payment for all entitlements detailed in [Part 3.9 – Termination of Employment](#).

7.3 OVERPAYMENT OF SALARIES

- 7.3.1 Where the employee is paid for work which is not performed or is overpaid in any other manner, the employer may make adjustments to the subsequent wages or salaries of the employee to recover the amount overpaid.
- 7.3.2 Where the employee becomes aware of an overpayment they will notify the employer of the error as soon as is practicable.
- 7.3.3 The employer will notify the employee of full details of the overpayment and the intention to recover the overpayment in advance of the day on which pay is due and will consult with the employee regarding the appropriate recovery rate.
- 7.3.4 Where a one-off overpayment is made the employer may recover the amount overpaid in the pay period following the overpayment or the discovery of the overpayment.

7.3.5 Where cumulative overpayments have been made the employer may recover the amount overpaid at a rate agreed between the employer and the employee.

7.3.6 The employer will not make deductions from the wages of any employee without written authorisation from the employee or for employees under the age of 18 years, without the written authorisation of the employee's parent or guardian.

7.4 UNDERPAYMENT OF SALARIES

7.4.1 Where an employee is underpaid in any manner, the employer will rectify the error as soon as practicable.

7.4.2 The employer will pay the underpaid amount on the next day that pay is due once the employer discovers or is advised that the error has occurred.

7.4.3 Where the underpayment has resulted in serious financial hardship (defined here as wages over \$100) on the part of the employee, the employer will make a special payment outside of the usual pay arrangements, within one day where practicable.

7.5 CLASSIFICATION RATES OF PAY

7.5.1 The parties agree to the wage rates specified in [Appendix A – Wage Rates and Timetables for Increases](#).

7.5.2 Full-time, part-time and casual employees will progress to the next level within their classification following 1976 hours of experience.

7.6 RECOGNITION OF PREVIOUS SERVICE AND EXPERIENCE

7.6.1 New employees' previous service and experience in the roles will be recognised by the employer in classifying the employees' level.

7.6.2 The employer will confirm to the new employee in writing the details of the evidence of previous service which is required by the agreement for recognition of that employee's previous service. This confirmation shall be provided by the employer upon recruitment or within the orientation program following commencement of employment.

7.6.3 The employee will provide the required evidence of previous service and experience within a period of 3 months of the confirmation contained in subclause 7.6.2. This evidence of previous service must then be validated by the employer. If satisfactory evidence is provided

within the specified timeframe by the employee, then service will be recognised from the date of commencement. If satisfactory evidence of service is received beyond the specified timeframe then such service will be recognised from the date the evidence is received by the employer.

Evidence of previous service could include work statements, previous pay records or similar documentation which might indicate relevant service. The employer will accept any “reasonable” documentary or other evidence (e.g. a statutory declaration) where relevant records are difficult to obtain.

- 7.6.4 Where an employee is working for more than one employer or organisation, evidence of their recent service and experience should be presented to the employer in order to have relevant experience or service recognised.

7.7 TIME NOT WORKED / UNAUTHORISED ABSENCE

- 7.7.1 The employee will not be entitled to payment for any period of unauthorised absence.

7.8 HIGHER DUTIES

- 7.8.1 Where an employee is required to relieve another employee or act in a role in a higher classification than the one in which they are ordinarily employed for more than 3 consecutive working days they will be paid at the higher classification rate.
- 7.8.2 Where an employee is required to relieve another employee or act in a higher role on a regular basis (e.g. on the same day each week), and where this is evidenced on the roster, after two pay cycles they will be paid at the higher classification rate on each occasion where they act in that higher role. This will apply where the employee acts in the higher role for full shift or part thereof. The employer shall not rotate the performance of higher duties so as to avoid payment for performance of the higher duty.
- 7.8.3 Where the higher duties involve being in charge of the facility the employee will be paid at the higher rate for each day shift or part thereof that they are required to act in the role.

7.9 PENALTY RATES AND LOADINGS

- 7.9.1 Penalty rates and loadings may be payable over and above the employee’s ordinary rate of pay dependent on the circumstances surrounding the work performed. Where the employee works hours which would entitle them to payment of more than one of the

penalty rates (e.g. overtime, on-call, weekends, shiftwork, public holiday) then only the highest of the penalties shall be payable.

Shiftwork Penalty Rates

7.9.2 Full-time employees will qualify for the penalty rates as specified in the paragraphs below. Permanent part-time employees will qualify for the penalty rates only where their shifts commence before 6.00 am or finish after 6.00 pm.

7.9.3 An **afternoon shift** means any shift commencing at or after 10.00 am and before 4.00pm the same day. Employees working such a shift commencing between 10.00 am and 1.00pm will receive a shift loading of 10%. Employees working such a shift commencing between 1.00 pm and 4.00 pm will receive a shift loading of 12.5%.

7.9.4 A **night shift** means any shift commencing at or after 4.00pm and before 6.00am the following day. Employees working such a shift commencing between 4.00 pm and 4.00 am will receive a shift loading of 15%. Employees working such a shift commencing between 4.00 am and 6.00 am will receive a shift loading of 10%.

7.9.5 Shift penalties do not apply to the ordinary hours worked on Saturday, Sunday or Public Holidays when higher penalties apply as per clauses 7.9.6, 7.9.7 and 7.9.9 - 7.9.12 below.

Weekend Penalty Rates

Ordinary Hours at weekends

7.9.6 Where an employee is required to work ordinary hours between midnight Friday and midnight Saturday, the employee will be paid for all time worked at 150% of their ordinary pay.

7.9.7 Where an employee is required to work ordinary hours between midnight Saturday and midnight Sunday, the employee will be paid for all time worked at 175% of their ordinary pay.

Overtime at weekends

7.9.8 All overtime time worked at weekends will be paid at overtime rates (see below) in lieu of weekend rates.

Public Holiday Penalty Rates

7.9.9 Where an employee other than a 7 day shift worker is required to work ordinary hours on a public holiday, they can make a choice between the following arrangements:

- a) to be paid 250% of their ordinary rate of pay; or
- b) to be paid 150% of their ordinary rate of pay and be entitled to an additional day of annual leave in compensation.

Employees must opt in to one arrangement for a 12 month period.

Where an employee does not make an election, they shall be paid according to 7.9.9(a) by default, until such an election is made. No weekend or shifts penalties will apply under either arrangement.

7.9.10 Where a 7 day shift worker is required to work ordinary hours on a public holiday listed in subclauses 8.3.1 a) – j), they shall be paid 150% of their ordinary rate of pay. No weekend or shifts penalties will apply under this arrangement.

7.9.11 Where a 7 day shift worker is required to work ordinary hours on a public holiday not listed in subclauses 8.3.1 a) – j), they can make a choice between the following arrangements:

- a) to be paid 250% of their ordinary rate of pay; or
- b) to be paid 150% of their ordinary rate of pay and be entitled to an additional day of annual leave in compensation.

Employees must opt in to one arrangement for a 12 month period.

Where an employee does not make an election, they shall be paid according to 7.9.11(a) by default, until such an election is made. No weekend or shifts penalties will apply under either arrangement.

7.9.12 Where a casual employee is required to work on a public holiday they will be paid 250% of the ordinary rate of pay. No weekend or shift penalties will apply. No casual loading will apply.

Overtime Penalty Rates

7.9.13 Hours worked in excess of the ordinary hours on any day or shift are to be paid as follows:

- a) Monday to Saturday (inclusive) –
 - i. 150% of the ordinary rate of pay for the first 2 hours;
 - ii. 200% of the ordinary rate of pay thereafter;
- b) Sunday – 200% of the ordinary rate of pay;
- c) Public Holidays – 250% of the ordinary rate of pay (if electing not to take an extra day's annual leave) or 150% of the ordinary rate of pay (if electing to take an extra day's annual leave).

7.9.14 Overtime penalty rates are calculated on the ordinary rate of pay and so are in substitution for, and not cumulative upon, the shift penalties described above.

7.10 ALLOWANCES

7.10.1 Details of the monetary values of allowances are included at [Appendix B – Allowances and Timetables for Increases](#).

7.10.2 Allowances are not payable during periods of leave (paid or unpaid).

On-call Allowance

7.10.3 Where an employee is required to be on-call they will receive an On-call Allowance for each period of 24 hour. or part of a 24 hour period.

7.10.4 Where an employee is required to be on-call during a meal break they will receive an On-call Meal Break Allowance per meal break, provided that they do not receive the On-Call Allowances described at 7.10.3 for that period of 24 hours. Where an employee is recalled to work during a meal break, they will be paid overtime at the relevant overtime rate for the total period of the meal break, as per [Part 7.9.13 – Overtime Penalty Rates](#).

7.10.5 Where an employee is rostered for a period of on-call or commences a period of on-call and notifies the employer that they cannot be on call for the previously agreed period, they will be paid only for the hours that they were actually on-call. To be clear they will be paid a prorated rate of the on call rates set out in appendix B.

In Charge Allowance

- 7.10.6 Where a Registered Nurse is in charge, they will be paid an In Charge Allowance for each shift or part thereof.
- 7.10.7 A Registered Nurse allocated as in charge but may be referred to as a Team Leader (however titled) will be recognised and paid as in charge (except in the context of the team nursing model or where the employee is permanently appointed as a Team Leader (however titled) and paid accordingly.
- 7.10.8 Employees are not entitled to the In-Charge Allowance where they are classified as Director of Clinical Services or Assistant Director of Clinical Services.
- 7.10.9 Prior to allocating a new graduate nurse as In Charge, the following will be considered:
- a) complexity and acuity of the ward/unit/facility;
 - b) level of appropriate RN; clinical support, mentorship and advice readily available and;
 - c) the level of experience and individual capability of the new graduate nurse.
- 7.10.10 The new graduate can refuse the in charge responsibility where they do not feel it is safe practice.

Laundry Allowance

- 7.10.11 Where the employer does not launder the required uniforms a laundry allowance will be payable to employees for each shift.

Travel Expenses and Motor Vehicle Allowance

- 7.10.12 Where an employee is required to travel in the course of their duties the employer will meet the cost of the travel by providing the appropriate transport or by reimbursing the employee who will provide receipts or other suitable evidence.
- 7.10.13 The employer will also reimburse reasonable travel expenses such as meals and accommodation incurred when the employee is required to travel for their work.
- 7.10.14 Where an employee is required and authorised to use their own motor vehicle in the course of their duties they will be paid an allowance of \$0.78 per kilometre.

Meal Allowance during Overtime

7.10.15 For meal allowances payable during overtime, refer to clauses 6.3.17 – 6.3.20.

Telephone Allowance

7.10.16 The employer will reimburse any additional costs or expenses incurred by the employee in the use of telephones when the employee is placed on-call.

Qualification Allowance

7.10.17 Employees employed in the following classifications may be entitled to be paid a qualification allowance:

- a) Registered Nurse/Midwife;
- b) Clinical Nurse/Midwife Specialist; and
- c) Clinical Nurse/Midwife Educator.

7.10.18 The employee will be entitled to be paid a qualification allowance when:

- a) The employee holds a qualification in a clinical field which is considered by the employer to be directly relevant to the competency and skills used in the duties of their position;
- b) The qualification is from a recognised educational institution;
- c) The employee has provided evidence to the employer of holding the qualification; and
- d) The employee is available to work, competent to work, rostered to work and the qualification or skill is being utilised.

7.10.19 The qualifications which are eligible for a qualification Allowance are listed at [Appendix C](#).

7.10.20 The following qualifications will be paid as Qualification Allowance Level 1:

- a) Post-registration hospital certificate;
- b) Post-graduate certificate; and
- c) Post-graduate diploma.

7.10.21 The following qualifications will be paid as Qualification Allowance Level 2:

- a) Degree (other than an undergraduate nursing degree);

- b) Masters Degree; and
- c) Doctorate.

7.10.21 The employer will review the employee's eligibility to be paid the qualification allowance annually.

7.10.22 Where an employee holds more than one relevant qualification they are entitled to be paid only one qualification allowance, whichever is the highest value or most relevant as appropriate to their role.

7.10.23 Part-time employees will be entitled to be paid the qualification allowance on a pro-rata basis, based on their ordinary hours worked.

7.10.24 Casual employees are not entitled to be paid a qualification allowance.

7.10.25 Upon commencement of this Agreement, employees employed as Assistant in Nursing/Midwifery/Nursing Assistant who have a recognised Certificate III, relevant to the acute care setting will be paid at the AIN thereafter level after the employee has provided appropriate evidence of holding the qualification.

Employees in this classification employed after the commencement of this Agreement will be paid from the date of providing the employer with evidence of holding the Certificate III qualification.

Lead Apron Allowance

7.10.26 Where an employee is required wear a lead apron, they will receive a Lead Apron Allowance for each hour or part of an hour. If an employee has safety concerns, in relation to wearing the Lead Apron, they should raise these with their manager who will discuss these concerns and if necessary, make reasonable adjustments.

7.11 SUPERANNUATION

Employer Contributions

7.11.1 The employer will make the mandatory contributions to the employee's nominated superannuation fund in accordance with the requirements of the *Superannuation Guarantee (Administration) Act 1992* (Cth).

7.11.2 The calculation of the contribution will be based on the "ordinary-time earnings" of the

employee, including shift penalty rates, allowances, bonuses, public holiday loading, additional casual rate and ordinary time allowances and not including payments for overtime.

7.11.3 The employee can nominate a complying fund of their choice in to which the employer will make the contributions. If the employee does not nominate a fund, the employer will make contributions into a Superannuation Fund that includes a “MySuper” product. The default fund is the Hospital Employees’ Superannuation Trust Australia (HESTA).

7.11.4 Employer and additional employee contributions will be made monthly, within 28 days of the last day of the month.

7.11.5 Details of the contributions will be included on the employee’s pay advice.

Employee Contributions

7.11.6 In addition to the employer contributions, the employee may authorise the employer in writing to pay a specified amount of their wages on their behalf in to their nominated superannuation fund.

7.11.7 The employee must make the authorisation before the relevant wage period begins and must specify the period for the additional contributions or that the arrangement is ongoing.

7.11.8 The employer will make the authorised contributions on the employee’s behalf within 14 days of the authorisation by the employee and the next relevant pay cycle.

7.11.9 The employee may vary or cancel their additional contributions by providing a written authorisation before the relevant wage period begins and the employer will alter the contribution amount within 14 days of the authorisation by the employee and the next relevant pay cycle.

7.11.10 The employee may salary package their additional superannuation contributions. See [Part 7.12 – Salary packaging](#).

Financial Wellness Sessions

7.11.11 Hospitals will support employee education sessions about financial wellness and retirement planning delivered by reputable superannuation providers (e.g. HESTA).

7.12 SALARY PACKAGING

- 7.12.1 Salary packaging is the sacrifice or substitution of the costs of a benefit from the pre-tax salary of an employee, thereby reducing the taxable total and the amount of tax paid in turn. The cost to the employer will be no greater than if all entitlements had been taken as PAYG equivalent salary.
- 7.12.2 The employer may offer salary packaging arrangements to employees. The employer will offer only salary packaging arrangements whereby the employee would be better off than if they had not entered into the arrangement.
- 7.12.3 Salary packaging arrangements are available to permanent employees and are not available to casual employees or fixed term employees whose contracts are for a duration of less than 1 year.
- 7.12.4 Employees are not compelled to enter into any salary packaging arrangements.
- 7.12.5 The employer will provide the employee with details of any salary packaging arrangements in writing. The employee can review the arrangements at any time.
- 7.12.6 The employer will ensure that any salary packaging arrangements comply with taxation laws and other relevant legislation.
- 7.12.7 The employer will calculate their mandatory Superannuation Guarantee Contribution on the employee's agreed salary before the application of any salary packaging arrangements.
- 7.12.8 Allowances, penalty rates, overtime and payment for "cashing out" of unused leave entitlements will be calculated on the employee's agreed salary before the application of any salary packaging arrangements.
- 7.12.9 A salary packaging arrangement will remain in force for the period agreed between the employer and the employee.
- 7.12.10 Where the salary packaging arrangement is agreed to be ongoing either party can change or terminate the arrangement with one month's notice. The notice period may not apply if the change or termination is due to a change in legislation or salary.
- 7.12.11 Where the employment is terminated the salary packaging arrangement will automatically be cancelled at the date of termination and all benefits not paid before this date will be treated as salary and paid in the employee's final pay with the appropriate tax deducted.

7.12.12 At the end of the relevant tax year (financial year or Fringe Benefit Tax year) any amount allocated to a specific benefit but not used will be paid as salary with the appropriate tax deducted.

7.12.13 Where there is any shortfall calculated in the end of year tally up, the employee will authorise the employer to deduct the shortfall from their pay.

7.12.14 Where any legislative changes result in any increase in the cost of providing an option to salary packaging, the employer reserves the right to terminate the arrangement or the employer may offer that the employee shall bear the extra cost or the employee can elect to terminate the arrangement.

PART 8 – LEAVE AND PUBLIC HOLIDAYS

8.1 ANNUAL LEAVE ENTITLEMENT

- 8.1.1 For each year (52 weeks) of service a full-time employee is entitled to 4 weeks of paid Annual Leave.
- 8.1.2 Eligible employees may also be entitled to additional paid Annual Leave because of:
- a) shift work arrangements (see clauses 8.1.5 to 8.1.10 – Shift worker, below); and/or
 - b) working on public holidays (see [Part 8.3 – Public Holidays](#)).
- 8.1.3 Part-time employees accrue Annual Leave entitlements pro-rata based on their ordinary hours of work, credited in each pay cycle.
- 8.1.4 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. Employees may apply to take credited Annual Leave in advance of the 12 month anniversary.

Shift Worker

- 8.1.5 Where an employee is classified as a shift worker they will be entitled to additional annual leave dependent on the number of ordinary shifts worked on Sundays and/or Public Holidays during a qualifying period. For the purposes of this clause, a qualifying period is the 12 months preceding an employee's anniversary of commencement.

Number of ordinary shifts worked on Sundays and/or public holidays during a qualifying period	Additional Annual Leave
4 – 10 shifts	1 day
11 – 17 shifts	2 days
18 – 24 shifts	3 days
25 – 31 shifts	4 days
32 shifts or more	5 days

- 8.1.6 Additional annual leave is applied at the anniversary date of the employee's commencement of service.
- 8.1.7 In this part "**shift worker**" means an employee who may work their ordinary hours on Sundays and/or public holidays.
- 8.1.8 An employee who is a shift worker may enter in to an arrangement to be paid the amount equivalent to the value of their Additional Annual Leave in lieu of taking the additional leave. Employees must opt in to the arrangement for a 12 month period.
- 8.1.9 Where an employee is classified as a 7 day shift worker they will be entitled to an extra 2 weeks of paid Annual Leave, bringing their full entitlement to 6 weeks.
- 8.1.10 In this part "**7 day shift worker**" means an employee who is regularly rostered for duty over 7 days of the week and whose ordinary hours of work regularly include weekends.
- 8.1.11 Additional Annual Leave due to shift work arrangements will be paid on termination (in accordance with Part 8.1.21 – Annual Leave – Payout on Termination) together with other untaken annual leave due.

Taking Annual Leave

- 8.1.12 Employees should apply in advance for Annual Leave following the policies and procedures relevant to the work site. The employer will promptly respond to employee requests except where the leave request is for Christmas, Easter or the school holidays as such requests will be responded to as practicable in consideration of all employees and the needs of the facility.
- 8.1.13 Employees can take Annual Leave in one or more parts including single days subject to agreement being reached between them and the employer.
- 8.1.14 Employees are not taken to be on Annual Leave and so shall not have their credited Annual Leave entitlement deducted where:
- a) A public holiday to which the employee is entitled falls within a period of Annual Leave;
 - b) A period of any other leave (except unpaid Parental Leave) falls within the period of Annual Leave. (e.g. Where the employee suffers illness during the period of Annual Leave and therefore can be considered to be on Personal/Carer's Leave and this is

supported by the appropriate evidence; or where the employee is required to undertake activities which can be considered Community Service Leave (see [Part 8.6 – Community Service Leave](#) and this is supported by documentary evidence).

- 8.1.15 The employee and the employer will cooperate in coordinating leave periods which suit the individual's personal needs and commitments and the needs of the business.

Employer Direction to Take Annual Leave – Close Down

- 8.1.16 The employer may direct an employee take a period of annual leave where the site or department is closed, experiences periods of low activity and/or downtime (e.g. Christmas, New Year).

Where a site or department is closing and an employee who is directed to take leave does not have an entitlement to sufficient paid Annual Leave the employee may take annual leave in advance or may elect to take another form of leave including leave without pay. The employer will also allow the employee to access all entitlements to Banked Ordinary Hours, Time Off in Lieu and Accrued Days Off. The employer will consider requests from employees for re-deployment wherever possible.

The employer will consult with the employee regarding the taking of a leave entitlement. When a mutual agreement cannot be reached, the employer may direct the employee to take leave provided the employee is given at least 2 months' notice in writing from the date upon which the leave is to commence.

Employer Direction to Take Annual Leave – Excessive Annual Leave

- 8.1.17 The employer may direct an employee take a period of annual leave where the employee has accrued an excessive amount of paid Annual Leave (e.g. in excess of 6 weeks leave balance for an employee who has an entitlement of 4 weeks per year).

The employer will consult with the employee regarding the taking of a leave entitlement. When a mutual agreement cannot be reached, the employer may direct the employee to take leave provided the employee is given at least 2 months' notice in writing from the date upon which the leave is to commence.

Payment of Annual Leave

- 8.1.18 Payment for Annual Leave will be made in the normal payroll cycles but can be paid in advance if requested in writing by the employee.
- 8.1.19 Payment for Annual Leave will be paid at the employee's ordinary earnings (inclusive of applicable weekend and shift rates).
- 8.1.20 On the 4 weeks Annual Leave entitlement provided for in Part 8.1.1 to 8.1.4, employees shall also receive either a loading of 17.5%, or the average of shift penalties and allowances received in the previous 6 months, whichever is the higher.

Payout on Termination

- 8.1.21 Upon termination of employment payment in lieu of untaken Annual Leave entitlements (including any applicable loadings and allowances) will be made.

Cashing out of Annual Leave

- 8.1.22 The employee may elect to take payment in lieu of Annual Leave ("cashing out" of paid Annual Leave) where:
- a) The employee's remaining accrued entitlement is 4 weeks or more;
 - b) On each occasion the agreement is in writing specifying the amount of paid Annual Leave to be cashed out; and
 - c) Cashing out will result in the employee being paid at least the same amount as if they had taken the leave (i.e. including the relevant allowances and loadings).

Annual Leave at Half Pay

- 8.1.23 Employees may be able to take Annual Leave at half pay. Annual Leave may be taken at 50% of an employee's normal pay rate, thereby increasing the period of paid leave which can be taken. (For example an employee who has an accrual of 2 weeks paid Annual Leave can take 4 weeks paid Annual Leave at half pay). Applications will be considered by the relevant manager according to the needs of the business

Ramsay Flexible Leave Program

- 8.1.24 Employees may participate in the Ramsay Flexible Leave Program to access an additional 2, 3 or 4 weeks annual leave per year and receive proportionately less pay each pay period

throughout the year.

Response to Annual Leave Requests

- 8.1.25 The employer will respond to requests for annual leave within 14 days of the approving manager receiving the hospital approved application for leave form. Where the employee is requesting to take leave during a high demand period (e.g. School Holidays, Christmas, Easter etc.) this time frame can be extended to allow the approving manager appropriate time to consider all requests to ensure equity of access and ability to maintain appropriate staffing levels through that period (where practicable within 6 weeks of application). Employee will be advised of the process used and timeframes to approved leave in high demand periods, that ensures equitable allocation and timely approval.

8.2 PERSONAL/CARER'S LEAVE

- 8.2.1 This Leave is often referred to as "Sick Leave" and/or "Family Leave".

Paid Personal/Carer's Leave

- 8.2.2 A full-time employee is entitled to 10 days/76 hours of paid Personal/Carer's Leave for each year (52 weeks) of service.
- 8.2.3 A part-time employee accrues Personal/Carer's Leave entitlements pro-rata based on their ordinary hours of work.
- 8.2.4 Entitlement to paid Personal/Carer's leave accrues progressively in each payroll cycle according to the employee's ordinary hours of work.
- 8.2.5 Unused Personal/Carer's Leave entitlements accumulate from year to year and can be taken in subsequent years.
- 8.2.6 The employee accumulates Personal/Carer's leave entitlements whilst absent from work on paid leave granted by the employer except when on paid Parental Leave during which leave does not accumulate (See [Part 8.4 – Parental Leave](#)).
- 8.2.7 Employees may take the accrued Personal/Carer's Leave where:
- a) 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 family or household, who requires care or support because of a personal illness, personal injury, or an

unexpected emergency affecting the family member.

- 8.2.8 In this part **family** means a child (including adopted, stepchild, or from a previous marriage), spouse (including dependent and de-facto spouse whether of a same or different sex), parent, grandparent, grandchild and sibling (including spouse's parent, grandparent, grandchild or sibling). **Household** means a group of people living in the same domestic dwelling.

Notifications and Evidence

- 8.2.9 Employees will notify the employer of the need to take Personal/Carer's Leave as soon as is practicable. Employees should consider the smooth operation of the business and provide notification prior to the start of a normal work day/shift where possible. Employees must also advise how long the expected period of absence will be.
- 8.2.10 Employees will complete a Personal/Carer's Leave request on their return to work, for authorisation by the employer.
- 8.2.11 For absences of more than 2 days, the employer may request a medical certificate or statutory declaration of the employee's or family member's illness or injury at their discretion.
- 8.2.12 Where an employee has excessive absences or a pattern of absences the employer may request that a medical certificate or equivalent evidence is provided for each absence (including absences of one day).

Payment of Personal/Carer's

- 8.2.13 Payment for Personal/Carer's Leave will be paid at the employee's base rate of pay for the employee's ordinary hours of work in the period.
- 8.2.14 Payment cannot be made in lieu of untaken Personal/Carer's Leave entitlements during employment or at termination, i.e. there can be no "Cashing out" of Personal/Carer's Leave.

Unpaid Carer's Leave

- 8.2.15 Where an employee is not entitled to paid Personal/Carer's Leave (e.g. where there is no entitlement to paid Personal/Carer's Leave; or no paid Personal/Carer's Leave has yet been accrued; or the full amount of paid Personal/Carer's Leave has already been used)

the employee is entitled to unpaid Personal/Carer's Leave.

8.2.16 All employees are entitled to 2 days of unpaid Personal/Carer's Leave for each occasion when a member of the employee's immediate family or household requires care or support because of a personal illness, personal injury, or an unexpected emergency.

8.2.17 The employer may request a medical certificate or statutory declaration or equivalent evidence of the family member's illness or injury.

Personal/Carer's Leave whilst on Workers' Compensation

8.2.18 Where an employee is entitled to and receiving payment as Workers' Compensation they will not also be entitled to payment for Personal/Carer's Leave. Except that an employee with an accrued Personal/Carer's Leave entitlement can request that the employer pay the difference between the amount received as Workers' Compensation and their ordinary pay (including shift penalties).

8.2.19 Where the employee requests that the employer pay the difference above, the employee's Personal/Carer's Leave entitlement will be reduced proportionate to the value of the amount paid.

Preservation of Personal/Carer's Leave

8.2.20 An employee's accumulated personal/carer's leave entitlements are preserved where:

- a) The employee is absent from work on unpaid leave granted by the employer; or
- b) The employer or employee terminates the employee's employment and the employee is re-employed within 3 months (see [Part 3.11– Portability of Entitlements](#)).

Requirement for Leave in excess of entitlements

8.2.21 Where an employee needs to take Personal/Carer's Leave in excess of their accrued entitlements, the period of absence will be unpaid (Leave Without Pay). Except where the employee prefers and where the employer agrees ADOs, Annual Leave, banked hours or Time Off In Lieu of overtime (TOIL) (where available) may be utilised to cover the period of leave.

8.3 PUBLIC HOLIDAYS

8.3.1 The following days are to be considered Public Holidays:

- a) New Year's Day;
- b) Australia Day;
- c) Good Friday;
- d) Easter Saturday
- e) Easter Monday;
- f) Anzac Day;
- g) Queen's Birthday;
- h) Labour Day
- i) Christmas Day;
- j) Boxing Day; and
- k) any other day declared a public holiday for the whole of New South Wales.

8.3.2 Notwithstanding 8.3.1, any day declared under the *Public Holidays Act 2010* (NSW), as a "substituted day" shall be in substitution for the named holiday specified in 8.3.1 (a) – (k).

8.3.3 In addition to the public holidays listed in 8.3.1, employees are entitled to an extra public holiday each year which will occur:

- a) In areas where employees are entitled to a local public holiday (e.g. a Local Show Day), on the declared day; where a half day is declared a local public holiday the whole of the declared day will be regarded and observed as a public holiday; or
- b) Where this is not the case:
 - i. On the August Bank Holiday; or
 - ii. On a date agreed between the employer and employees or their nominated representatives; or
 - iii. Between Christmas and New Year on a day between Monday and Friday which is not a declared public holiday.

8.3.4 Due to the nature of the business the employer cannot allow that all employees be absent from work on the Public Holidays.

8.3.5 Employees will not be unreasonably required to attend work on a public holiday. Any requirement to work on a public holiday will be to ensure the hospital is able to adequately and safely continue operation. Further, any reasonable request from an

employee wishing to be excused from work on a public holiday will be treated in accordance with s114 of the Fair Work Act 2009.

Public Holiday on a rostered work day/ordinary working week

- 8.3.6 Where a Public Holiday falls on a work day within a roster or an employee's ordinary working week (ordinary hours), the employer will inform the employee whether or not they are required to work that day.
- 8.3.7 Where an employee is required to work ordinary hours on a Public Holiday see the provisions at clauses 7.9.9-7.9.12, which will apply.
- 8.3.8 For a Full-time employee, where a Public Holiday falls on a work day within a roster or an employee's ordinary working week and the employee is not required to work the employee will be paid for their ordinary working hours on that day.
- 8.3.9 Where a part-time employee is usually rostered to work on a day on which a public holiday falls and is not required to work on that day that employee will be paid for the ordinary working hours on that day.

Public Holiday on a rostered day off (non 7 Day Shift worker)

- 8.3.10 Where a Public Holiday falls on a rostered day off a shift worker other than a "**7 day shiftworker**" (see Definitions) and who receives 4 weeks Annual Leave, such shift worker shall receive an ordinary day's pay in addition to the weekly rate or, if the employee elects, shall receive an additional day of Annual Leave.

Public Holidays on Accrued Days Off

- 8.3.11 Where an employee's accrued day off falls on a public holiday the employee will be entitled to:
- a) another accrued day off which will be within the same work cycle where practicable; or
 - b) a day off to be added to the employee's annual leave entitlement; or
 - c) payment for a full day's wage at ordinary rates above the ordinary week's pay.

Casual employees

- 8.3.12 Where a casual employee is required to work on a public holiday they will be paid 250% of the ordinary rate of pay. No weekend or shift penalties will apply. No casual loading will apply.

8.4 PARENTAL LEAVE

- 8.4.1 Permanent employees with at least 12 months continuous service are entitled to 12 months of Parental Leave.
- 8.4.2 Casual employees who are long term and regular casuals and who have a reasonable expectation of continuing employment are entitled to unpaid Parental Leave.
- 8.4.3 Employees are eligible where they have responsibility for the care of a child resulting from the birth or adoption of a child who is under 16 years of age.
- 8.4.4 Parental Leave must be taken in a single continuous period.
- 8.4.5 Where only one member of the couple is taking leave to care for the child, that employee may request a further 12 months of unpaid Parental Leave.
- 8.4.6 Where both members of a couple are in employment and are sharing responsibility for the care of the child they are entitled to a maximum of 24 months Parental Leave between them. Each member may take a separate period of up to 12 months of unpaid Parental Leave.
- 8.4.7 Employees are entitled to return to their original position or an equivalent position which is close in status and pay, immediately following a period of approved Parental Leave.
- 8.4.8 Employees with less than 12 months continuous service may negotiate a period of Leave Without Pay at a local level (see [Part 8.10 – Leave Without Pay](#)). The right to return to their original position, the right to a safe job and “no safe job” leave discussed below in this section do not apply to employees in this category.

Taking Parental Leave

- 8.4.9 Birth related Parental Leave may start up to 6 weeks before the expected date of birth of the child in the case of a pregnant employee, but must not start later than the date of birth. The 12 months is reduced by any period taken before the birth.
- 8.4.10 Adoption related Parental Leave cannot start before the day of placement of the child.
- 8.4.11 Where both members of a couple are each taking a period of Parental Leave, both parents cannot take Parental Leave at the same time except for a period of up to 8 weeks, of unpaid leave after the birth or placement of the child (reducing the overall entitlement). Remaining leave must be taken separately with the second employee starting their Parental Leave after the first employee’s Parental Leave period finishes.

Requirement to take Parental Leave

- 8.4.12 Where a pregnant employee wishes to work during the 6 weeks before the birth of the child, the employer may request that the employee provides a medical certificate that she is fit for work relating to her specific role.
- 8.4.13 Where the employee fails to provide the requested certificate within 7 days of the request the employer may request that the employee commence their period of Parental Leave.

Applications, Notifications and Evidence

- 8.4.14 Employees will notify their manager in writing of their intention to take Parental Leave at least 10 weeks before the start date of the leave where practicable, or as soon as practicable. Employees will also advise the intended start and end dates of the leave and details of any Parental Leave (paid and unpaid) which will be or has been taken by the other member of the couple.
- 8.4.15 4 weeks before the intended start date, the employee will confirm the intended start and end dates of the leave or advise of any changes.
- 8.4.16 The employer may request evidence of the expected birth date or adoption date of the child and the employee must provide suitable evidence if requested.
- 8.4.17 Where an employee wishes to take a second period of Parental Leave (i.e. a further period of Parental Leave beyond the original 12 month entitlement) the employee will provide a written request for the extension to the employer at least 4 weeks before the end date of the original leave period. Where the other member of the couple has taken or will take a period of Parental Leave details of this should be included in the request. The employer will respond to the request considering the individual's personal needs and commitments and the needs of the business.

Payment of Parental Leave

- 8.4.18 Employees with at least 12 months continuous service and who are the primary care-giver will be eligible for 10 weeks of paid Parental Leave paid upon commencement of the leave.
- 8.4.19 In this part ***primary care giver*** means the parent who remains at home to take care of the child at the time of birth.

- 8.4.20 There is no qualifying period applicable to subsequent pregnancies.
- 8.4.21 The total of Paid Parental Leave is payable per family, regardless of whether or not one or both parents work for Ramsay Health Care. The entitlement to paid Parental Leave is reduced by any period of paid Parental Leave taken by the other parent in relation to the same child.
- 8.4.22 Payment for Parental Leave will be paid at the employee's base rate of pay for the employee's ordinary hours of work in the period.
- 8.4.23 Employees may elect to take 50% of their normal pay rate during their period of Paid Parental Leave, thereby increasing the period of paid leave which can be taken. For example, an employee who is eligible for 10 weeks paid Parental Leave may take 20 weeks paid Parental Leave at half pay.

National Paid Parental Leave Scheme

- 8.4.24 The National Paid Parental Leave scheme is funded by the Federal Government through the Family Assistance Office.
- 8.4.25 Payments are made to the employee via the employer's payroll system. To determine eligibility for this scheme or to make an application, visit the Department of Human Services website
<http://www.humanservices.gov.au/customer/services/centrelink/parental-leave-pay>
- 8.4.26 The National Paid Parental Leave Scheme does not affect an employee's entitlements to Paid Parental Leave under this Agreement.
- 8.4.27 Ramsay Health Care will adhere to all employer obligations as specified under the *Paid Parental Leave Act 2010* (Cth).

Unpaid Special Maternity Leave

- 8.4.28 Where a pregnant employee is not fit for work because of a pregnancy related illness or if the pregnancy ends, not in the birth of a living child, within 28 weeks of the expected date of birth the employee is entitled to take unpaid Special Maternity Leave.
- 8.4.29 The employee will give notice as soon as possible and also advise the expected period of the leave.
- 8.4.30 The employer may request evidence of the need to take unpaid Special Maternity Leave.

8.4.31 The employee's entitlement to Parental Leave is reduced by the amount of any unpaid Special Maternity Leave taken.

Transfer to a Safe Job

8.4.32 Where a pregnant employee has provided evidence that they are fit for work but that it is inadvisable for them to continue in their present position, that employee is entitled to be transferred to a safe job for the risk period.

8.4.33 The requirement to transfer to a safe job may be due to hazards connected with the employee's original position or illness or risks arising out of the pregnancy.

8.4.34 The safe job should have the same ordinary hours of work as the employee's original position or can have a different number of ordinary hours where agreed to by the employee.

8.4.35 The transfer to the safe job will not affect the employee's terms and conditions and they will receive payment at their full rate of pay.

8.4.36 If no appropriate safe job is available, the employee is entitled to take paid "no safe job" leave for the risk period and be paid at their base rate of pay.

8.4.37 The period of paid "no safe job" leave ends when the period of Parental Leave starts.

8.4.38 Where the employee is on paid "no safe job" leave during the six week period before the expected date of birth the employer may request that the employee provides a medical certificate that she is fit for work. If the employee fails to provide the requested certificate within 7 days of the request the employer may request that the employee commence their period of Parental Leave.

Communication during Parental Leave

8.4.39 The employer and the employee agree to communicate during the period of Parental Leave.

8.4.40 In particular the employer will consult with the employee regarding any decisions on major workplace changes that are likely to have significant effect on that employee (In accordance with [Part 2.3 – Consultation re Change](#)).

8.4.41 The employee will take reasonable steps to inform the employer about:

- a) any changes in their personal contact details; or
- b) significant matter that will affect the employee's decision regarding the duration of

their Parental Leave, whether or not the employee wishes to return to work and their likely status on return.

8.5 COMPASSIONATE LEAVE

- 8.5.1 Employees (full-time and part-time) are entitled to 2 days of paid Compassionate Leave for each occasion when a member of the employee's immediate family or household:
- a) suffers a personal illness or injury that poses a serious threat to their life; or
 - b) dies.
- 8.5.2 Employees will notify the employer of the need to take Compassionate Leave as soon as is practicable. Employees should consider the smooth operation of the business and provide notification prior to the start of a normal work day/shift where possible. Employees must also advise how long the expected period of absence will be.
- 8.5.3 Employees will complete a Compassionate Leave request on their return to work, for authorisation by the employer.
- 8.5.4 For absences of more than 2 days, the employer may request equivalent evidence of the need for Compassionate Leave at their discretion.

Requirement for Leave in excess of entitlements

- 8.5.5 Where an employee needs to take Compassionate Leave in excess of their accrued entitlements, the period of absence will be unpaid (Leave Without Pay). Except where the employee prefers and where the employer agrees, any accrual of paid leave may be utilised to cover the period of leave.

8.6 COMMUNITY SERVICES LEAVE

- 8.6.1 Employees are entitled to be absent from work in order to engage in an eligible community service activity. Reasonable periods of travelling and rest time relating to these activities are also allowable.
- 8.6.2 Eligible community service activities are:
- a) Jury Service (including attendance for Jury selection); or
 - b) Witness Service - Acting as a witness in a legal trial; or
 - c) A voluntary emergency management activity, i.e. dealing with an emergency or

natural disaster as a member of a recognised emergency management body (e.g. Country Fire Authority, Red Cross, State Emergency Service etc.).

Notifications and Evidence

- 8.6.3 Employees will notify their manager of the need to take Community Service Leave as soon as is practicable. In the case of a voluntary emergency management activity this may be after the absence has started. In the case of Jury Service or Witness Service this should be as soon as the employee receives their summons to attend Jury Service or to provide evidence as a witness. Employees must also advise how long the expected period of absence will be.
- 8.6.4 Applications should be made to the relevant manager and evidence should also be supplied.
- 8.6.5 For applications in advance, employees should provide a Summons or Court Notification. Following completion of the Community Service, Statements of Service which confirm attendance and service and which are provided by the court or emergency management body should be provided.

Requesting to be excused from Jury Service

- 8.6.6 Where the employer believes that allowing the employee to perform their Jury Service will cause hardship or loss of business to the company, following discussions with the employee, the employer may request that the employee applies to be excused from performing Jury Service. However, the employer is committed to supporting the legal process and as such, every endeavour should be made to allow employees to perform their civic duty.

Payment for Jury Service

- 8.6.7 Employees are entitled to some payment while performing Jury Service.
- 8.6.8 Full-time and part-time employees will be paid up to 10 days' pay at the employee's base wage and as per their normal working hours. Where additional paid time is required this will be at the discretion of the employer but will not be unreasonably refused.
- 8.6.9 Where an employee is entitled to a Jury Service Payment from the Court, the employee will claim the payment in full and all entitlements and reimburse the amount to the employer.

When not empaneled on a Jury for a particular day

- 8.6.10 Where an employee has attended the Court for Jury Service in the morning and is subsequently not empaneled on a Jury for that day, the employee is not required to attend

work later in the day that they attended court. If the employee has been rostered off due to Jury Service and is unable to attend work due to the revised roster, the approved leave will apply.

8.7 LONG SERVICE LEAVE

8.7.1 Long Service Leave provisions will be in accordance with the *Long Service Leave Act 1955* (NSW).

8.7.2 For Long Service Leave falling due prior to 20 February 1981, see *Long Service Leave Act 1955* (NSW).

Entitlement and Eligibility

8.7.3 Permanent employees will be entitled to 2 month's paid Long Service Leave upon completion of 10 years of continuous service with the employer.

8.7.4 In this part **1 month** means 4 1/3 weeks.

8.7.5 Where an employee has achieved their first entitlement to Long Service Leave, they continue to accrue Long Service Leave in relation to any subsequent service, and they will be entitled to a further 1 month's paid Long Service Leave upon completion of 15 years of continuous service with the employer and a further 1.5 month's paid Long Service leave following each 5 years of continuous service thereafter.

8.7.6 Part-time employees are entitled to Long Service Leave on a pro-rata basis (in accordance with [Parts 8.7.13 – 8.7.14 - Long Service Leave for Part time employees](#)).

8.7.7 Long Service Leave is not accrued during periods of unpaid leave (such as Parental Leave and Defence Services Leave). However these periods of authorised unpaid leave do not break the employee's Continuity of service.

8.7.8 Employees are not taken to be on Long Service Leave and so shall not have their credited Long Service Leave entitlement deducted where:

- a) A public holiday to which the employee is entitled falls within a period of Long Service Leave;
- b) A period of any other leave (except unpaid Parental Leave) falls within the period of Long Service Leave. (e.g. Where the employee suffers illness during the period of Annual Leave and therefore can be considered to be on Personal/Carer's Leave and this is supported by the appropriate evidence; or where the employee is required to

undertake activities which can be considered Community Service Leave (see [Part 8.6 – Community Service Leave](#)) and this is supported by documentary evidence.

Payment for Long Service Leave

8.7.9 The employee is entitled to payment for Long Service Leave at their ordinary rate not including any penalty payments or allowances.

8.7.10 Payment for Long Service Leave will be made upon commencement of the taking of Long Service Leave but can be paid in the normal payroll cycle if requested in writing by the employee.

Accessing Long Service Leave payments

8.7.11 An employee with at least five years' continuous service shall be entitled to access pro rata long service leave for service after 5 years to a proportionate amount of such leave on full pay calculated on the basis of 2 months' long service leave for 10 years' service.

This access after 5 years can only be granted by employee request i.e. the employer cannot direct the employee to take long service leave.

8.7.12 Where an employee with at least 5 years' continuous service dies whilst still in employment, payment in lieu of the pro-rata Long Service Leave entitlements not taken will be made to the employee's beneficiary.

Long Service Leave for Part-time employees

8.7.13 Any period of part-time employment will be credited based on the hours worked on the basis of the proportion that the hours worked per week bears to 38 hours.

8.7.14 Part-time employees will be paid for Long Service Leave based on their accrued average ordinary working hours.

Taking Long Service Leave

8.7.15 Employees' should apply in writing to take Long Service Leave following the policies and procedures relevant to the facility and providing a minimum of 8 weeks' notice.

8.7.16 The employer may request increased notice in cases where replacement staff are required.

- 8.7.17 The employer will respond to an employee request within 28 days and will consider the individual's personal needs and commitments and the needs of the facility when considering approval of such leave.
- 8.7.18 Long Service Leave can be taken as one continuous period or as separate periods by agreement with the employer.
- 8.7.19 The employee and the employer will cooperate in coordinating leave periods which suit the individual's personal needs and commitments and the needs of the business.

Employer Request to Take Long Service Leave

- 8.7.20 The employer will consult with the employee regarding the taking of leave. When a mutual agreement cannot be reached, the employer may direct the employee to take leave provided the employee is given at least 2 months' notice from the date upon which the leave is to commence.

Additional Long Service Leave

- 8.7.21 Employees may take additional Long Service Leave on reduced pay by agreement with the employer. Any amounts of Long Service Leave may be taken at 50% of an employee's normal pay rate, thereby increasing the period of paid leave which can be taken. For example an employee who is eligible to 13 weeks paid Long Service Leave can take 26 weeks paid Long Service Leave at half pay.
- 8.7.22 Applications for additional Long Service Leave will be made in writing by the employee and the employer will consider the individual's personal needs and commitments and the needs of the business.

8.8 STUDY LEAVE

- 8.8.1 Employees who are studying a subject relating directly to their role may be able to receive support in the form of Study Leave which may be paid or unpaid.
- 8.8.2 Applications for Study Leave must be made in writing to the employer who will consider each application considering:
- a) the available budget;
 - b) the benefits to the employee; and
 - c) the benefits to the business.

8.9 REPRESENTATIVE LEAVE / TRADE UNION TRAINING LEAVE

- 8.9.1 Where an employee is the accredited Employee Representative or Delegate endorsed by the relevant union and they have completed at least 12 months service they may take up to 5 days unpaid leave in each calendar year to attend union courses, seminars and conferences.
- 8.9.2 The employee should give at least 4 weeks' notice of such leave to the employer.
- 8.9.3 The taking of such leave will consider and not adversely affect the operations of the employer.
- 8.9.4 The scope, content and level of the course will contribute to a better understanding of industrial relations and dispute settlement procedures within the employer's operations.
- 8.9.5 The employer may request evidence from the employee that they actually attended the course(s).

8.10 LEAVE WITHOUT PAY

- 8.10.1 Employees can request periods of Leave Without Pay. Employees might request Leave Without Pay for the purposes of study, extended periods of Personal/Carer's Leave, Parental Leave or other reasons.
- 8.10.2 Employees should apply in writing for Leave Without Pay outlining all of the details surrounding the application including the expected period of absence and reasons for the request.
- 8.10.3 Employees should provide as much notice as is reasonably possible and the employer may request increased notice periods if relevant.
- 8.10.4 The employer will respond to applications for Leave Without Pay considering the individual's personal needs and commitments and the needs of the business.
- 8.10.5 No payment will be made for employees absent from work on Leave Without Pay. The accrual of other paid leave entitlements (e.g. Annual Leave, Personal/Carer's Leave, Long Service Leave) will cease during the period of Leave Without Pay. Periods of Leave Without Pay are not considered to break Continuous Service.

8.11 PAID NATURAL DISASTER LEAVE

8.11.1 Natural Disaster Leave is paid leave for permanent employees who are affected directly and personally by declared natural disasters such as bush fires and floods and are unable to attend the workplace.

8.11.2 Permanent employees are entitled to up to five (5) days' paid leave per occasion at the ordinary pay for the shift they would otherwise have worked on that day.

8.11.3 Any further leave required may be taken from the employee's Annual Leave or, if agreed, it may be approved unpaid leave.

8.11.4 Natural Disaster Leave is not cumulative.

8.11.5 Notice and Evidence Requirements:

- a) To be entitled to paid leave under this clause employees must give notice to their manager of their request to take Natural Disaster Leave as soon as reasonably practicable (which may be at a time before or after the leave has started) that the employee is (or will be) absent from their employment;
- b) Employees may be required to provide their manager with reasonable evidence to support their application to access Natural Disaster Leave. Such evidence may include, but is not limited to, confirmation an event has been gazetted as a natural disaster or confirmation from a regulatory body such as Roads and Maritime Services or State Emergency Service of, for example, a road closure.

8.12 LEAVE AND SUPPORT TO DEAL WITH FAMILY AND DOMESTIC VIOLENCE

8.12.1 This clause applies to all employees, including casuals except for the entitlement to paid leave which does not apply to casuals.

Definitions

8.12.2 In this clause:

family and domestic violence means violent, threatening or other abusive behaviour by a family member of an employee that seeks to coerce or control the employee and that causes them harm or to be fearful.

family member means:

- a) a spouse, de facto partner, child, parent, grandparent, grandchild or sibling of the employee; or
- b) a child, parent, grandparent, grandchild or sibling of a spouse or de facto partner of the employee; or
- c) a person related to the employee according to Aboriginal or Torres Strait Islander kinship rules.

A reference to a spouse or de facto partner in the definition of ***family member*** in clause 8.12.2(a) includes a former spouse or de facto partner.

Measures to Support Employees

8.12.3 In order to provide support to an employee experiencing family and domestic violence and to provide a safe work environment to all employees, the employer will consider and quickly respond to requests for changes to their working conditions, which may include:

- a) changes to working times and/or location;
- b) changes to telephone numbers and/or email addresses, and
- c) any other appropriate measure

8.12.4 Such employee will also be offered assistance through the Employee Assistance Program (EAP).

8.12.5 No adverse action will be taken against an employee on the basis of informing the employer that they are experiencing family and domestic violence.

Entitlement to paid leave

8.12.6 An employee (excluding casuals) is entitled to 10 days' paid leave to deal with family and domestic violence, as follows:

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

8.12.7 A period of paid leave to deal with family and domestic violence may be taken as consecutive or single days or as a fraction of a day.

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

8.12.9 The employee's other leave balances are not to be taken into account when providing this type of leave.

Entitlement to unpaid leave

8.12.10 Once the paid leave provided in Clause 8.12.6 is exhausted, an employee (including casuals) is entitled to a minimum of 10 days' unpaid leave to deal with family and domestic violence, as follows:

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

8.12.11 A period of unpaid leave to deal with family and domestic violence may be taken as consecutive or single days or as a fraction of a day.

8.12.12 The employer and employee may agree that the employee may take more than 5 days' unpaid leave to deal with family and domestic violence.

8.12.13 The employee's other leave balances are not to be taken into account when providing this type of leave.

8.12.14 Any further other types of paid leave requested by the employee to assist them to deal with family and domestic violence will be granted to the employee with immediate effect.

Taking unpaid leave

8.12.15 An employee (including casuals) may take unpaid leave to deal with family and domestic violence if the employee:

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

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

Service and continuity

8.12.17 Paid leave is counted as service and does not break the employee's continuity of service.

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

Notice and evidence requirement

8.12.19 An employee must give their employer notice of the taking of leave:

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

Evidence

8.12.20 An employee who has given their employer notice of the taking of leave under this clause must, if required by the employer, give the employer evidence that would satisfy a reasonable person that the leave is taken for the purpose specified in this clause.

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

Confidentiality

8.12.22 Employers must take steps to ensure information concerning any notice an employee has given, or evidence an employee has provided is treated confidentially, as far as it is reasonably practicable to do so.

8.12.23 Nothing in this clause prevents an employer from disclosing information provided by an employee if the disclosure is required by an Australian law or is necessary to protect the life, health or safety of the employee or another person.

8.12.24 The employer will refer to this leave as Special leave for payroll purposes.

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

PART 9 – OTHER MATTERS

9.1 TIME AND WAGES RECORDS AND TIME AND ATTENDANCE APPROVAL

9.1.1 The employer will keep a time and wages record which includes the following information:

- a) the name and address of the employee;
- b) the date on which the employee commenced employment;
- c) the classification and pay point of the employee;
- d) the employment status of the employee (part-time, full-time, casual);
- e) the start and finish times of work each day;
- f) the total number of hours worked each day;
- g) the number of hours for which payment has been made;
- h) the wages and allowances paid to each employee in each pay period and any deductions made; and
- i) details of any changes made to the employee's status, classification, regular work hours etc.

9.1.2 Employee entitlements under this Agreement will always be adhered to when approving time and attendance records.

9.1.3 Records that are not in line with entitlements prescribed within this Agreement may be adjusted to ensure compliance with the Agreement.

9.1.4 Except in relation to clause 9.1.3, the employer will not alter time and attendance records that reduces an employee's entitlements under this Agreement without consultation with the affected employee/s and reasonable reasons to do so.

9.2 ACCESS TO INTERNET

9.2.1 All employees may access the internet for work and study purposes in designated areas of the work facility

9.2.2 Employees wishing to access the internet for personal use may do so only when it does not affect another employee's ability to work or study.

9.3 DAYLIGHT SAVINGS

9.3.1 Where clocks are put forward 1 hour at the commencement of daylight savings employees will observe the new clock time which will result in their working 1 hour less.

- 9.3.2 Where clocks are put back 1 hour at the conclusion of daylight savings employees will observe the new clock time which will result in their working 1 hour more.
- 9.3.3 Employees will be paid for actual hours worked. Where they are required to work the additional hour this will be paid at ordinary time rates and not as overtime.
- 9.3.4 Where overtime is being worked at the time the clocks are adjusted the overtime hours will be calculated as actual hours worked.
- 9.3.5 Where an employee is rostered to be on-call at the time the clocks are adjusted the on-call hours will be calculated as actual hours on-call.

PART 10 – UNION INVOLVEMENT

10.1 UNION INVOLVEMENT

- 10.1.1 The employer recognises the role of unions and their delegates and representatives and encourages their involvement within the workplace.
- 10.1.2 The employer and the union(s) recognise the employer's right to manage and direct the business and employees within this Agreement and relevant legislation and guidelines.
- 10.1.3 All parties agree to positively cooperate and collaborate to resolve issues in a professional manner with due respect to both delegate and managerial responsibilities.

10.2 RIGHT OF ENTRY

Provisions relating to the right of entry, notification, permits and access to documents for Union officials are contained in the *Fair Work Act 2009*.

10.3 UNION DELEGATES OR REPRESENTATIVES

- 10.3.1 Where an employee is elected or appointed as a Union Delegate or representative for a particular site the Union will inform the employer who will recognise the Delegate as the accredited representative.
- 10.3.2 The Delegate or representative will have the right to discuss the concerns of any employee covered by this Agreement regarding work related matters or to convey information regarding the workplace to employees.
- 10.3.3 The Delegate or representative will not have the right to interfere with any work taking

place.

10.3.4 Delegates or representatives will be allowed a reasonable amount of time during working hours to consult with an authorised Union Official considering the following:

- a) the Delegate's or representative's current work priorities;
- b) the number of Delegates or representatives involved; and
- c) the frequency and duration of such meetings.

10.3.5 Delegates or representatives may request leave to undertake relevant training. See [Part 8.9 – Representative Leave / Trade Union Training Leave](#).

SCHEDULES

Schedule A – Hospitals to be covered by Agreement

Facilities of Ramsay Health Care Australia Pty. Limited and all related corporate entities, which are covered by this agreement are listed below:

Albury Wodonga Private Hospital - (Ramsay Health Care Australia Pty Limited - ABN 36 003 184 889)

Armidale Private Hospital (Ramsay Health Care Australia Pty Limited – ABN – 36 003 184 889)

Baringa Private Hospital (Ramsay Health care Australia Pty Limited - ABN 36 003 184 889)

Berkeley Private Hospital (Ramsay Health Care Australia Pty Limited – ABN – 36 003 184 889)

Castlecrag Private Hospital (Ramsay Health Care Australia Pty Limited – ABN – 36 003 184 889)

Coolenberg Clinic (Ramsay Health Care Australia Pty Limited – ABN – 36 003 184 889)

Dudley Private Hospital (Ramsay Health Care Australia Pty Limited – ABN – 36 003 184 889)

Figtree Private Hospital (Ramsay Health Care Australia Pty Limited – ABN – 36 003 184 889)

Hastings Day Surgery (Ramsay Health Care (Australia) Pty Limited – ABN 36 003 184 889)

Hunters Hill Private Hospital (Ramsay Health Care Australia Pty Limited – ABN – 36 003 184 889)

Kareena Private Hospital (Ramsay Health Care Australia Pty Limited – ABN – 36 003 184 889)

Kingsway Day Surgery (Ramsay Health Care Australia Pty Limited – ABN – 36 003 184 889)

Lake Macquarie Private Hospital (Ramsay Health Care Australia Pty Limited – ABN 36 003 184 889)

Lawrence Hargrave Private Hospital (Ramsay Health Care Australia Pty Limited – ABN – 36 003 184 889)

Mt Wilga Private Hospital (Ramsay Health Care Australia Pty Limited – ABN – 36 003 184 889)

North Shore Private Hospital (Ramsay Health Care Australia Pty Limited – ABN – 36 003 184 889)

Northside St Leonards Clinic (Ramsay Health Care Australia Pty Limited – ABN – 36 003 184 889)

Northside Cremorne Clinic (Ramsay Health Care Australia Pty Limited – ABN 36 003 184 889)

Northside Macarthur Clinic (Ramsay Health Care Australia Pty Limited – ABN – 36 003 184 889)

Northside West Clinic (Ramsay Health Care Australia Pty Limited – ABN – 36 003 184 889)

Nowra Private Hospital (Ramsay Health Care Australia Pty Limited – ABN – 36 003 184 889)

Port Macquarie Private Hospital (Ramsay Health Care Australia Pty Limited – ABN – 36 003 184 889)

Southern Highlands Private Hospital (Ramsay Health Care Australia Pty Limited – ABN – 36 003 184 889)

Southern Highlands Private Specialist Medical Centre (Ramsay Health Care Australia Pty Limited – ABN – 36 003 184 889)

St George Private Hospital (Ramsay Health Care Australia Pty Limited – ABN – 36 003 184 889)

Strathfield Private Hospital (Ramsay Health Care Australia Pty Limited – ABN – 36 003 184 889)

Tamara Private Hospital (Ramsay Health Care Australia Pty Limited – ABN 36 003 184 889)

The Border Cancer Hospital (Ramsay Health Care Australia Pty Limited – ABN – 36 003 184 889)

Warners Bay Private Hospital (Ramsay Health Care Australia Pty Limited – ABN – 36 003 184 889)

Westmead Private Hospital (Ramsay Health Care Australia Pty Limited – ABN – 36 003 184 889)

Wollongong Private Hospital (Ramsay Health Care Australia Pty Limited – ABN – 36 003 184 889)

Any facility in NSW owned, managed or operated by Ramsay Health Care Australia Pty Ltd and related corporate entities during the life of the Agreement.

Schedule B –Employment Classifications covered by the Agreement

Employees whose role is included in the list are taken to be party to this Agreement:

- Advanced Enrolled Nurse
- Assistant Director of Clinical Services/Assistant Director of Nursing
- Assistant in Midwifery
- Assistant in Nursing / Nursing Assistant
- Clinical Midwife Consultant
- Clinical Midwifery Educator
- Clinical Midwife Specialist
- Clinical Nurse Consultant
- Clinical Nurse Educator
- Clinical Nurse Specialist
- Director of Clinical Services
- Director of Nursing
- Enrolled Nurse
- Enrolled Nurse – Mothercraft Nurse
- Enrolled Nurse without Medication Qualification
- Midwifery Educator
- Midwifery Unit Manager
- Nurse Educator
- Nurse Practitioner
- Nursing Unit Manager
- Senior Midwifery Educator
- Senior Nurse Educator
- Registered Midwife
- Registered Nurse
- Specialty Team Leader
- Team Leader
- Operations Manager
- After Hours Supervisor
- After Hours Manager
- Hospital Co-Ordinator
- Clinical Support Nurse

APPENDIX

Appendix A – Wage Rates and Timetables for Increases

	2% FFPPOA July		1.5% FFPPOA July		0.5% FFPPOA January		1.5% FFPPOA July	
	2020		2021		2022		2022	
Classification	Weekly Rate	Hourly Rate	Weekly Rate	Hourly Rate	Weekly Rate	Hourly Rate	Weekly Rate	Hourly Rate
Assistant in Nursing/Midwifery								
1st year	\$907.71	\$23.89	\$921.32	\$24.25	\$925.93	\$24.37	\$939.82	\$24.73
2nd year	\$936.35	\$24.64	\$950.40	\$25.01	\$955.15	\$25.14	\$969.47	\$25.51
3rd year	\$965.84	\$25.42	\$980.33	\$25.80	\$985.23	\$25.93	\$1,000.01	\$26.32
Thereafter/Certificate III	\$996.15	\$26.21	\$1,011.09	\$26.61	\$1,016.15	\$26.74	\$1,031.39	\$27.14
Enrolled Nurse without Medication Qualification	\$1,212.36	\$31.90	\$1,230.55	\$32.38	\$1,236.70	\$32.54	\$1,255.25	\$33.03
Enrolled Nurse - Mothercraft Nurse	\$1,299.35	\$34.19	\$1,318.84	\$34.71	\$1,325.43	\$34.88	\$1,345.31	\$35.40
Enrolled Nurse								
1st year	\$1,136.05	\$29.90	\$1,153.09	\$30.34	\$1,158.85	\$30.50	\$1,176.23	\$30.95
2nd year	\$1,160.92	\$30.55	\$1,178.34	\$31.01	\$1,184.23	\$31.16	\$1,201.99	\$31.63
3rd year	\$1,186.02	\$31.21	\$1,203.81	\$31.68	\$1,209.82	\$31.84	\$1,227.97	\$32.32
4th year	\$1,211.32	\$31.88	\$1,229.49	\$32.36	\$1,235.64	\$32.52	\$1,254.17	\$33.00
Thereafter	\$1,236.30	\$32.53	\$1,254.85	\$33.02	\$1,261.12	\$33.19	\$1,280.04	\$33.69
Advanced Enrolled Nurse	\$1,275.09	\$33.56	\$1,294.22	\$34.06	\$1,300.69	\$34.23	\$1,320.20	\$34.74
Registered Nurse/Midwife								
1st year	\$1,262.96	\$33.24	\$1,281.91	\$33.73	\$1,288.32	\$33.90	\$1,307.64	\$34.41
2nd year	\$1,331.65	\$35.04	\$1,351.63	\$35.57	\$1,358.38	\$35.75	\$1,378.76	\$36.28
3rd year	\$1,400.35	\$36.85	\$1,421.35	\$37.40	\$1,428.46	\$37.59	\$1,449.89	\$38.15
4th year	\$1,474.16	\$38.79	\$1,496.27	\$39.38	\$1,503.75	\$39.57	\$1,526.30	\$40.17

	2% FFPPOA July 2020		1.5% FFPPOA July 2021		0.5% FFPPOA January 2022		1.5% FFPPOA July 2022	
Classification	Weekly Rate	Hourly Rate	Weekly Rate	Hourly Rate	Weekly Rate	Hourly Rate	Weekly Rate	Hourly Rate
5th year	\$1,546.92	\$40.71	\$1,570.13	\$41.32	\$1,577.98	\$41.53	\$1,601.65	\$42.15
6th year	\$1,620.42	\$42.64	\$1,644.73	\$43.28	\$1,652.95	\$43.50	\$1,677.75	\$44.15
7th year	\$1,703.33	\$44.82	\$1,728.88	\$45.50	\$1,737.52	\$45.72	\$1,763.59	\$46.41
8th year	\$1,773.69	\$46.68	\$1,800.29	\$47.38	\$1,809.29	\$47.61	\$1,836.43	\$48.33
Clinical Nurse/ Midwifery Specialist	\$1,845.83	\$48.57	\$1,873.52	\$49.30	\$1,882.89	\$49.55	\$1,911.13	\$50.29
Clinical Nurse/ Midwifery Educator	\$1,845.83	\$48.57	\$1,873.52	\$49.30	\$1,882.89	\$49.55	\$1,911.13	\$50.29
Clinical Nurse/ Midwifery Consultant	\$2,269.57	\$59.73	\$2,303.61	\$60.62	\$2,315.13	\$60.92	\$2,349.86	\$61.84
Nursing/Midwifery Unit Manager								
Level I	\$2,224.82	\$58.55	\$2,258.20	\$59.43	\$2,269.49	\$59.72	\$2,303.53	\$60.62
Level II	\$2,330.42	\$61.33	\$2,365.38	\$62.25	\$2,377.21	\$62.56	\$2,412.87	\$63.50
Level III	\$2,393.15	\$62.98	\$2,429.05	\$63.92	\$2,441.20	\$64.24	\$2,477.82	\$65.21
Nurse undergoing pre- registration training	\$1,088.99	\$28.66	\$1,105.33	\$29.09	\$1,110.85	\$29.23	\$1,127.52	\$29.67
Nurse/ Midwifery Educator								
1st year	\$2,047.51	\$53.88	\$2,078.22	\$54.69	\$2,088.61	\$54.96	\$2,119.94	\$55.79
2nd year	\$2,105.32	\$55.40	\$2,136.90	\$56.23	\$2,147.59	\$56.52	\$2,179.80	\$57.36
3rd year	\$2,156.87	\$56.76	\$2,189.22	\$57.61	\$2,200.17	\$57.90	\$2,233.17	\$58.77
4th year	\$2,269.57	\$59.73	\$2,303.61	\$60.62	\$2,315.13	\$60.92	\$2,349.86	\$61.84
Senior Nurse Midwifery Educator								
1st year	\$2,324.25	\$61.16	\$2,359.12	\$62.08	\$2,370.91	\$62.39	\$2,406.48	\$63.33
2nd year	\$2,372.03	\$62.42	\$2,407.61	\$63.36	\$2,419.65	\$63.67	\$2,455.94	\$64.63
3rd year	\$2,451.70	\$64.52	\$2,488.48	\$65.49	\$2,500.92	\$65.81	\$2,538.43	\$66.80

	2% FFPPOA July 2020		1.5% FFPPOA July 2021		0.5% FFPPOA January 2022		1.5% FFPPOA July 2022	
Classification	Weekly Rate	Hourly Rate	Weekly Rate	Hourly Rate	Weekly Rate	Hourly Rate	Weekly Rate	Hourly Rate
Assistant Director of Nursing/Assistant Director of Clinical Services								
More than 99 beds	\$2,393.15	\$62.98	\$2,429.05	\$63.92	\$2,441.20	\$64.24	\$2,477.82	\$65.21
Deputy Director of Nursing/Deputy Director of Clinical Services								
Up to 99 beds	\$2,330.42	\$61.33	\$2,365.38	\$62.25	\$2,377.21	\$62.56	\$2,412.87	\$63.50
100 to 199 beds	\$2,393.15	\$62.98	\$2,429.05	\$63.92	\$2,441.20	\$64.24	\$2,477.82	\$65.21
200 to 249 beds	\$2,451.70	\$64.52	\$2,488.48	\$65.49	\$2,500.92	\$65.81	\$2,538.43	\$66.80
250 to 349 beds	\$2,542.97	\$66.92	\$2,581.12	\$67.92	\$2,594.02	\$68.26	\$2,632.93	\$69.29
350 to 449 beds	\$2,634.56	\$69.33	\$2,674.08	\$70.37	\$2,687.45	\$70.72	\$2,727.76	\$71.78
450 to 749 beds	\$2,731.26	\$71.88	\$2,772.23	\$72.95	\$2,786.09	\$73.32	\$2,827.89	\$74.42
More than 749 beds	\$2,837.70	\$74.68	\$2,880.27	\$75.80	\$2,894.67	\$76.18	\$2,938.09	\$77.32
Director of Nursing/Director of Clinical Services								
Up to 24 beds	\$2,401.72	\$63.20	\$2,437.75	\$64.15	\$2,449.94	\$64.47	\$2,486.69	\$65.44
25 to 49 beds	\$2,542.87	\$66.92	\$2,581.01	\$67.92	\$2,593.92	\$68.26	\$2,632.83	\$69.28
50 to 74 beds	\$2,598.07	\$68.37	\$2,637.04	\$69.40	\$2,650.23	\$69.74	\$2,689.98	\$70.79
75 to 99 beds	\$2,652.33	\$69.80	\$2,692.11	\$70.85	\$2,705.57	\$71.20	\$2,746.16	\$72.27
100 to 149 beds	\$2,728.23	\$71.80	\$2,769.16	\$72.87	\$2,783.00	\$73.24	\$2,824.75	\$74.34
150 to 199 beds	\$2,819.40	\$74.19	\$2,861.69	\$75.31	\$2,876.00	\$75.68	\$2,919.14	\$76.82
200 to 249 beds	\$2,910.67	\$76.60	\$2,954.33	\$77.75	\$2,969.10	\$78.13	\$3,013.64	\$79.31
250 to 349 beds	\$3,020.34	\$79.48	\$3,065.65	\$80.67	\$3,080.98	\$81.08	\$3,127.19	\$82.29
350 to 449 beds	\$3,202.37	\$84.27	\$3,250.41	\$85.54	\$3,266.66	\$85.96	\$3,315.66	\$87.25
450 to 749 beds	\$3,387.94	\$89.16	\$3,438.76	\$90.49	\$3,455.95	\$90.95	\$3,507.79	\$92.31
More than 749 beds	\$3,600.39	\$94.75	\$3,654.39	\$96.17	\$3,672.66	\$96.65	\$3,727.75	\$98.10
Nurse / Midwife Practitioner								
1st year	\$2,439.57	\$64.20	\$2,476.17	\$65.16	\$2,488.55	\$65.49	\$2,525.88	\$66.47
2nd year	\$2,485.05	\$65.40	\$2,522.32	\$66.38	\$2,534.93	\$66.71	\$2,572.96	\$67.71
3rd year	\$2,548.41	\$67.06	\$2,586.63	\$68.07	\$2,599.57	\$68.41	\$2,638.56	\$69.44
4th year	\$2,612.29	\$68.74	\$2,651.48	\$69.78	\$2,664.73	\$70.12	\$2,704.70	\$71.18

Appendix B – Allowances and Timetables for Increases

Allowances (refer to clause 5.10)	Refer to provisions	2% FFPPOA Jul-20	1.5% FFPPOA Jul-21	0.5% FFPPOA Jan-22	1.5% FFPPOA Jul-22
On call (per 24 hours or part thereof)	7.10.3	\$45.26	\$45.94	\$46.17	\$46.86
On call on rostered days off or ADOs (per 24 hours or part thereof)	7.10.3	\$90.51	\$91.87	\$92.33	\$93.72
On call during meal break (per meal break)	7.10.4	\$15.52	\$15.76	\$15.84	\$16.07
In charge ward/unit (per shift or part thereof)	7.10.6	\$30.81	\$31.28	\$31.43	\$31.90
In charge hospital, day evening or night shift (per shift or part thereof)	7.10.6	\$30.81	\$43.51	\$43.73	\$44.39
In charge of ward/unit and hospital less than 100 beds (per shift or part thereof)	7.10.6	\$42.87	\$43.51	\$43.73	\$44.39
Laundry (per week)	7.10.11	\$7.01	\$7.11	\$7.15	\$7.26
Travel Allowance (per kilometre)	7.10.12	\$0.80	\$0.81	\$0.81	\$0.82
Meal on overtime	7.10.15	\$21.96	\$22.29	\$22.40	\$22.74
Qualification Allowance - Level 1 (per week)	7.10.17 - 7.10.23	\$34.59	\$35.11	\$35.28	\$35.81
Qualification Allowance - Level 2 (per week)	7.10.17 - 7.10.23	\$48.41	\$49.14	\$49.38	\$50.12
Lead Apron Allowance (hourly)	7.10.26	\$2.19	\$2.23	\$2.24	\$2.27

Note: As of the commencement of this Agreement any higher in charge rates will continue to apply with the percentage increases applied during the term of the Agreement.

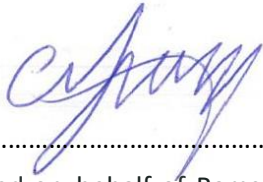
Appendix C – Qualifications eligible for Qualification Allowances

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

Appendix C – Qualifications eligible for Qualification Allowances (continued)

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

DATED this 27th **day of** October 2021



.....
Signed on behalf of Ramsay Health Care

Colette Mary Young
NSW Human Resources Manager

.....
Name in Full

Level 7, Tower B, 7 Westbourne Street, St Leonards, NSW, 2065

.....
Ramsay Health Care Address

Brett Holmes

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

Margaret Potts

WITNESS

Margaret Mary Potts
50 O'Dea Ave, Waterloo

O'Bray Smith

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

Margaret Potts

WITNESS

Margaret Mary Potts
50 O'Dea Ave, Waterloo

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

**IN THE FAIR WORK
COMMISSION**

Fair Work Act 2009 (Cth) ("FW Act")

Matter number: AG2021/8092

Employer: Ramsay Health Care Australia Pty Limited
(Employer)

Application: Section 185 – Application for approval of a single enterprise agreement, namely the Ramsay Health Care Australia Pty Limited & NSW Nurses and Midwives' Associate and ANMF NSW Branch Enterprise Agreement 2021 - 2023 (**Agreement**)

Authorised representative: Kylie Prideaux
Acting NSW Regional People Manager

Undertaking- Section 190

For and on behalf of the Employer I, Kylie Prideaux, Acting NSW Regional People Manager for Ramsay Health Care Australia Pty Limited give the following undertakings with respect to the Ramsay Health Care Australia Pty Limited & NSW Nurses and Midwives' Associate and ANMF NSW Branch Enterprise Agreement 2021 - 2023 (Agreement)

1. declare that I have:
 - a. authority to give this undertaking on behalf of the Employer,
 - b. sought the views of all bargaining representatives for this undertaking pursuant to s 190(4) of the FW Act,
2. understand that each undertaking is to be taken to be a term of the Agreement,
3. give the following undertaking/s with respect to the Agreement:
 - a. With respect to the clause 3.3.4 and 3.3.8 in the Agreement – Part time Employees– the clause will be replaced with the following:

3.3.4 The ordinary working hours of a permanent part-time employee shall be worked continuously, excluding any meal breaks and shall not be less than 3 hours or more than 12 hours in any one day

unless otherwise agreed between the employee and employer. A maximum of 12 ordinary hours per day may be worked. Except for Assistants in Nursing where the shift length or ordinary hours of work per day will be a maximum of 10 hours exclusive of meal breaks.

3.3.8 Permanent Part-time employees are entitled to penalty payments for overtime in as per Part 6.3 - Overtime. Additional hours (i.e. unrostered shifts or extra hours) over and above 8 hours will be paid at overtime rates, except where the employee is rostered for a shift greater than 8 hours, up to a rostered shift of 10 hours, except in circumstances where a shift between 10 and 12 hours has been agreed as per 6.2.8(b). This excludes Assistants in Nursing who have a maximum shift length of 10 hours. Employees will be paid overtime rates for hours worked in excess of the rostered shift.

- b.** With respect to the clause 6.1.4 and 6.1.5 in the Agreement – Ordinary Hours – the clause will be replaced with the following:

6.1.4 The ordinary hours of work of will not exceed 12 hours per day or 10 hours per day for Assistants in Nursing, exclusive of meal breaks, worked within a spread of 12.5 hours from the time the employee starts work.

6.1.5 Where the ordinary hours of work exceed 10 hours per day the arrangement of hours will be by mutual agreement between the employer and employee(s) concerned and recorded in a roster.

Except for Assistants in Nursing who can not enter into an agreement to increase the shift length or ordinary hours of work per day beyond a maximum of 10 hours exclusive of meal breaks.

- c.** With respect to the clause 6.2.9 in the Agreement – Working a 38 hour week / accruing days off, the clause will be replaced with the following:

6.2.9 An individual employee may enter in to arrangement including 12 hours shifts by mutual agreement with the employer. Except for Assistants in Nursing who can not enter into an agreement to increase the shift length

or ordinary hours of work per day beyond a maximum of 10 hours exclusive of meal breaks.

- d. With respect to the clause 6.1 in the Agreement – Ordinary Hours - Additional clause to be added:

6.1.11 The span of hours for a day worker is that ordinary hours of work for a day worker are worked between 6.00am and 6.00pm, Monday to Friday.

- e. With respect to the clause 3.4.7 in the Agreement – Casual Employees the clause will be replaced with the following:

3.4.7 Casual employees will be paid at overtime rates where the period of their shift working time exceeds 10 hours (exclusive of meal breaks). Payment of overtime rates is subject to clause 6.1.5 of the Agreement which allows up to 12 hour shifts to be worked at ordinary rates by mutual agreement.


Where more than 76 hours are worked in a fortnight overtime will also be paid.

With the exception of casual Assistants in Nursing and casual Nurses (Pre-Registration Training), entitled to overtime, will be paid their hourly rate including the casual loading and multiplied by the overtime penalty.

- f. With respect to the clause 6.4.12 in the Agreement – On-call & recall the clause will be replaced with the following:

6.4.12 Casual employees except for casual Assistants in Nursing and casual Nurses (Pre-registration Training), who remain on-call will be paid rates and penalties applicable to permanent staff, excluding the casual loading. Casual Assistants in Nursing and casual Nurses (Pre-registration Training) who remain on-call will be entitled to be paid their hourly rate including the casual loading and multiplied by the applicable penalties.

- 4. These undertakings are provided on the basis of issues raised by the Fair Work Commission in the Application before the Fair Work Commission.

Date signed:	29/11/2021
For and on behalf of the Employer by: [In accordance with s.190(5) of the FW Act]	Kylie Prideaux Acting NSW Regional People Manager
Signature:	
Witness name:	Sophie Aroutsidis
Witness signature:	