



# DECISION

*Fair Work Act 2009*  
s.185—Enterprise agreement

**Bondi Newco Pty Ltd T/A Bondi Junction Private Hospital**  
(AG2023/2964)

## **BONDI JUNCTION PRIVATE HOSPITAL (NURSES) AND NSWNMA/ANMF (NSW BRANCH) ENTERPRISE AGREEMENT 2023**

Health and welfare services

COMMISSIONER CRAWFORD

SYDNEY, 5 SEPTEMBER 2023

*Application for approval of the Bondi Junction Private Hospital (Nurses) and  
NSWNMA/ANMF (NSW Branch) Enterprise Agreement 2023*

[1] An application has been made for approval of an enterprise agreement known as the Bondi Junction Private Hospital (Nurses) and NSWNMA/ANMF (NSW Branch) Enterprise Agreement 2023 (**the Agreement**). The Application was made pursuant to s.185 of the Fair Work Act 2009 (**the Act**). It has been made by Bondi Newco Pty Ltd trading as Bondi Junction Private Hospital (**the Applicant**). The Agreement is a single enterprise agreement.

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

[3] Noting clause 7 of the Agreement, I am satisfied that the more beneficial entitlements of the NES in the Act will prevail where there is an inconsistency between the Agreement and the NES.

[4] The Australian Nursing and Midwifery Federation (**ANMF**) lodged a Form F18 statutory declaration giving notice under s.183 of the Act that it wants the Agreement to cover it. In accordance with s.201(2) of the Act, I note the Agreement covers the ANMF.

[5] The Agreement is approved and will operate from 18 September 2023 in accordance with s.54(1)(b) of the Act. The nominal expiry date of the Agreement is 1 July 2024.



COMMISSIONER

[2023] FWCA 2836

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# Bondi Junction Private Hospital (Nurses) & NSWNMA/ANMF (NSW Branch) Enterprise Agreement 2023

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## Part 1—Application and Operation

### 1. Introduction

- 1.1 This Agreement is made under section 172 (4) of the *Fair Work Act 2009*. The Employer will take the necessary steps to seek approval of this Agreement under sections 185A and 186 of the Act.
- 1.2 The Employer will formally advise the Union when the Agreement is made in order for the Union to apply under section 182(3) of the ***Fair Work Act 2009*** to be covered by the Agreement.
- 1.3 It is the intention of this Agreement that the Union will be covered by this Agreement.

### 2. Title

- 2.1 This Agreement is Bondi Junction Private Hospital (Nurses) and NSWNMA/ANMF (NSW Branch) Enterprise Agreement 2023.

### 3. Commencement and expiry

- 3.1 This Agreement will commence from the first full pay period which occurs 7 days after the date of approval by the Fair Work Commission and will remain in force until 1 July 2024.
- 3.2 The Employer agrees that discussions regarding bargaining for a new Agreement shall commence no later than 3 months prior to the nominal expiry date of this Agreement.
- 3.3 The Employer and Employee/s have the right to appoint a representative that may include the union/s to represent their interests.

### 4. Definitions and interpretation

- 4.1 In this Agreement, unless the contrary intention appears:

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

**Base rate of pay** (refer to section 16 of the Act) means a rate of pay for a period worked (however the rate is described) that does not include incentive-based payments and bonuses, loadings, monetary allowances, penalty rates or any other similar separately identifiable entitlements.

**Employee** has the meaning in the Act.

**Employer** means Bondi Newco Pty Ltd trading as Bondi Junction Private Hospital (ABN 57 604 636 240) and has the meaning in the Act.

**FWC** means the Fair Work Commission.

**Immediate family** has the meaning in the NES as the following:

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

**NES** means National Employment Standards set out under Chapter 2, Part 2-2 of the Act.

**Private Health Facility** as defined by the Private Health Facilities Act 2007 and the Private Health Facilities Regulations 2017Employer.

**Shiftworker** means an Employee who is regularly rostered to work their ordinary hours of work outside the span of hours of a day worker as defined in clause 25.1.

**Union** means the NSW Nurses & Midwives' Association (NSWNMA) and the Australian Nursing and Midwifery Federation NSW Branch.

4.2 Where this Agreement refers to an entitlement provided for in the NES, the NES definition applies.

## 5. Coverage

This Agreement shall cover the following:

- 5.1
- (a) Bondi Newco Pty Ltd trading as Bondi Junction Private Hospital (ABN 57 604 636 240);
  - (b) New South Wales Nurses and Midwives' Association;
  - (c) Australian Nursing and Midwifery Federation (NSW Branch); and
  - (d) This Agreement shall apply to all Employees of the Employer performing work within the classifications contained in this Agreement and employed by the Employer in New South Wales.

## 6. Access to the Agreement and the National Employment Standards

The Employer must ensure that copies of this Agreement and the NES are available to all Employees to whom they apply either on a noticeboard which is conveniently located at the workplace or through electronic means.

## 7. The National Employment Standards and this Agreement

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

## 8. Agreement flexibility

8.1 An Employer and Employee covered by this Agreement may agree to make an individual flexibility arrangement to vary the effect of terms of the Agreement if:

- (a) the Agreement deals with 1 or more of the following matters:
  - (i) arrangements about when work is performed;
  - (ii) overtime rates;
  - (iii) penalty rates;
  - (iv) allowances;
  - (v) leave loading; and

- (b) the arrangement meets the genuine needs of the Employer and Employee in relation to 1 or more of the matters mentioned in paragraph (a); and
  - (c) The Employer and the individual Employee must have genuinely made the Agreement without coercion or duress.
- 8.2 The Employer must ensure that the terms of the individual flexibility arrangement:
- (a) are about permitted matters under section 172 of the *Fair Work Act 2009*;
  - (b) and are not unlawful terms under section 194 of the *Fair Work Act 2009*; and
  - (c) result in the Employee being better off overall at the time the Agreement is made than the Employee would be if no arrangement was made.
- 8.3 The Employer must ensure that the individual flexibility arrangement:
- (a) is in writing; and
  - (b) includes the name of the Employer and Employee; and
  - (c) is signed by the Employer and Employee and if the Employee is under 18 years of age, signed by a parent or guardian of the Employee; and
  - (d) includes details of:
    - (1) the terms of the enterprise Agreement that will be varied by the arrangement; and
    - (2) how the arrangement will vary the effect of the terms; and
    - (3) how the Employee will be better off overall in relation to the terms and conditions of his or her employment as a result of the arrangement; and
    - (4) states the day on which the arrangement commences.
- 8.4 If the Employer is aware that the Employee has, or reasonably should be aware that the Employee may have, limited understanding of written English, take reasonable steps (including providing a translation in an appropriate language) to ensure that the Employee understands the proposal.
- 8.5 The Employer must give the Employee a copy of the individual flexibility arrangement within 14 days after it is agreed to.
- 8.6 An individual flexibility arrangement may be terminated:
- (a) by the Employer or Employee giving 13 weeks' written notice to the other party; or
  - (b) if the Employer and Employee agree in writing — at any time.



## **Part 2—Consultation and Dispute Resolution**

### **9. Consultation regarding major workplace change**

#### **9.1 Employer to notify affected Employees**

- (a) Where an Employer is considering making a decision to introduce major change, the Employer may choose to discuss the change with the Employees who may be affected and their representative/s, which may include the Union/s, prior to making the decision to introduce change.
- (b) It is agreed that Employees may be able to offer valuable solutions and/or alternative solutions before major changes are made.
- (c) Where an Employer chooses to consult with Employees who are likely to be affected by a decision to introduce major change, consultation can be informal and is not required to be in writing.
- (d) Where an Employer has made a definite decision to introduce major changes in production, program, organisation, structure or technology that are likely to have significant effects on Employees, the Employer must notify the Employees who may be affected by the proposed changes and their representatives.
- (e) ‘Significant effects’ include: termination of employment; major changes in the composition, operation or size of the Employer’s workforce or in the skills required; the loss of or reduction in job opportunities, promotion opportunities or job tenure; the alteration of hours of work; the need for retraining or transfer of Employees to other work or locations; and the restructuring of jobs.
- (f) Where this Agreement makes provision for alteration of any of these matters an alteration is deemed not to have significant effect.

#### **9.2 Employer to discuss change with affected Employees**

- (a) The Employer must discuss with the Employees affected and their recognised workplace representatives:
  - (i) the introduction of the changes referred to in clause 9.1; and
  - (ii) the effects the changes are likely to have on Employees; and
  - (iii) measures to avoid or reduce the adverse effects of such changes on Employees; and,
  - (iv) must give prompt consideration to matters raised by the Employees and/or their representatives in relation to the changes.
- (b) The discussions must commence as early as practicable after a definite decision has been made by the Employer to make the changes referred to in clause 9.1.
- (c) For the purposes of these discussions, the Employer must provide in writing to the Employees concerned and their workplace representatives all relevant information about the changes including:
  - (i) the nature of the changes proposed; and

- (ii) the expected effects of the changes on Employees; and
  - (iii) any other matters likely to affect Employees provided that no Employer is required to disclose confidential information where the disclosure of this information would be contrary to the Employer's interests.
- (d) The Employer must promptly consider any matters raised by the Employees or their representatives about the changes in the course of the discussion under clause 9.2(a).

### 9.3 Consultation about changes to rosters or hours of work

- (a) Where the Employer proposes to change an Employee's regular roster or ordinary hours of work, the Employer must consult with the Employees affected and their representatives, if any, about the proposed change.
- (b) The Employer must:
  - (i) Provide to the Employee or Employees affected and their representatives, if any, information about the proposed change (for example, information about the nature of the change to the Employee's regular roster or ordinary hours of work and when that change is proposed to commence);
  - (ii) Invite the Employee or Employees affected and their representatives, if any, to give their views about the impact of the proposed change (including any impact in relation to their family or caring responsibilities); and
  - (iii) Give consideration to any views about the impact of the proposed change that are given by the Employee or Employees concerned and/or their representatives.
- (c) The requirement to consult under this clause does not apply where an Employee has irregular, sporadic or unpredictable hours.
- (d) The provisions are to be read in conjunction with other Agreement provisions concerning the scheduling of work and notice requirements.

## 10. Dispute resolution

- 10.1 In the event of a dispute about any matter under this Agreement or the NES, in the first instance the parties must attempt to resolve the matter at the workplace by discussions between the Employee or Employees concerned and the relevant supervisor.
- 10.2 If such discussions do not resolve the dispute, the parties will endeavour to resolve the dispute in a timely manner by discussions between the Employee or Employees concerned and more senior levels of management as appropriate.
- 10.3 An Employer or Employee may appoint another person, union, organisation or association to accompany and/or represent them for the purposes of this clause.
- 10.4 If a dispute about a matter arising under this Agreement or a dispute in relation to the NES is unable to be resolved at the workplace, and all appropriate steps under clause 10.1 and 10.2 have been taken, a party to the dispute may refer the dispute to the FWC.
- 10.5 Unless otherwise stated in this Agreement, the parties agree that the FWC shall have the power to do all such things as are necessary for the just resolution of the dispute including mediation, conciliation and finally, consent arbitration.
- 10.6 Where the matter in dispute remains unresolved, the FWC may exercise any method of dispute resolution permitted by the Act that it considers appropriate to ensure the settlement

of the dispute.

## **11. Workload management and safe staffing**

- 11.1 The parties to this Agreement acknowledge that Employees and management have a responsibility to maintain a balanced workload and recognise the adverse effects that excessive workloads may have on Employee/s and the quality of patient care.
- 11.2 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, that employees take appropriate breaks, and to providing an environment where nurses can comply with their professional registration obligations.
- 11.3 The Employer will assess the acuity of our patients and case mix each shift, on each day in all areas of the hospital including but not limited to: Operating Theatres, Recovery, and Wards. Based on these assessments the Employer will commit to staffing each area according to safety requirements, patient acuity and case mix.
- 11.4 The Employer will make every reasonable effort to ensure there is sufficient staff on shift for all breaks to be taken in accordance with the entitlements outlined in this Agreement.
- 11.5 In Theatres and PACU/Recovery, the staffing ratios as provided by the ACORN Standards 16th edition (as updated from time to time), will be implemented.
- 11.6 Except where otherwise noted, staff performing positions such as Nurse Unit Managers (NUMs), Clinical Nurse Educators or Consultants (CNE/Cs) are in addition to the minimum ratios provided for in subclause 11.5.
- 11.7 The Employer will use all reasonable endeavours to ensure that all leave absences, including sick leave, are replaced with a nurse of the same or higher classification.
- (a) If all avenues to backfill the absence with a nurse of the same classification are exhausted and the only remaining option is to backfill the absence with a nurse of a lower classification, the NUM/In Charge must be satisfied that the delivery of high quality patient care in the ward/unit can be safely and appropriately performed within the overall skill mix of the ward/unit.
- 11.8 Where the NUM/In Charge on a shift considers that patient needs cannot be sufficiently met from the nurses immediately available, the NUM/In Charge will inform the senior nurse manager who together with the NUM/In Charge will implement a solution such as:
- (a) Additional hours for part-time staff
- (b) Engagement of casual/agency staff
- (c) Overtime, and
- (d) Prioritisation of nursing activities on the ward/unit
- 11.9 Where an Employee or group of Employees is concerned about excessive workloads, the following procedures should be applied:
- (a) In the first instance, Employee/s should discuss the issue with their immediate supervisor and, where appropriate, explore solutions.
- (b) If a solution still cannot be identified and implemented, the matter should be referred to

the appropriate delegated authority. The delegated authority will respond within 48 hours.

- (c) If a solution cannot be identified and implemented, the matter should be referred to the hospital for further discussion. The hospital will respond within a further 48 hours.
- (d) The outcome of the discussions at each level and any proposed solutions should be recorded in writing and fed back to the affected Employees.
- (e) If a matter remains unresolved after the discussions in accordance with 11.2(b) Employees may seek representation in escalating to senior management.

11.10 Workload management will be an agenda item at staff meetings on at least a quarterly basis. Items in relation to workloads will be recorded in the minutes of the staff meeting, as well as actions to be taken to resolve the workloads issue/s. Resolution of workload issues should be based on the following criteria including but not limited to:

- (a) Clinical assessment of patients' needs;
- (b) The case mix;
- (c) Fluctuation on patient numbers;
- (d) The demand of the environment such as facility layout;
- (e) Statutory obligations (including, but not limited to, work health and safety legislation);
- (f) The requirements of any nurse regulatory legislation;
- (g) Reasonable workloads;
- (h) Accreditation standards;
- (i) Budgetary considerations; and
- (j) Occupancy.

11.5 If the issue is still unresolved, the Employee/s may advance the matter through the dispute resolution procedures outlined at clause 10 - of this Agreement.

## **Part 3—Types of Employment and Termination of Employment**

### **12. Types of employment**

#### **12.1 Employment categories**

Employees under this Agreement will be employed in one of the following categories:

- (a) full-time;
- (b) part-time; or
- (c) casual.

At the time of engagement an Employer will inform each Employee whether they are employed on a full-time, part-time or casual basis. An Employer may direct an Employee to carry out such duties that are within the limits of the Employee's skill, competence and training, consistent with the respective classification.

#### **12.2 Full-time employment**

A full-time Employee is one who is engaged to work 38 hours per week or an average of 38

hours per week pursuant to clause 24 of this Agreement.

### 12.3 **Part-time employment**

- (a) A part-time Employee is an Employee who is engaged to work less than full-time hours of an average of 38 hours per week and has reasonably predictable hours of work.
- (b) Before commencing part-time employment, the Employer and Employee will agree in writing to the guaranteed minimum number of hours to be worked and the rostering arrangements which will apply to those hours.
- (c) A part-time Employee will be rostered to a minimum of three hours for each engagement.
- (d) The terms of the Agreement in (b) may be varied by Agreement and recorded in writing.
- (e) Unless otherwise stated, the terms of this Agreement will apply on a pro rata basis to part-time Employees on the basis that the ordinary weekly hours for full-time Employees are 38.
- (f) Part time Employees may be asked, but not required, to work a reasonable number of additional hours. All additional hours worked will be paid in accordance with this Agreement.

### 12.4 **Annual review of part-time hours**

- (a) A part-time Employee may request a review of their part-time hours on an annual basis. The Employer will undertake a review and where the Employee is deemed by the Employer regularly working more than their specified contract hours, then the Employee's ordinary hours shall be adjusted by the Employer to reflect the hours regularly worked. The hours worked in the following circumstances will not be incorporated in the adjustment:
  - (i) if the increase in hours is as a direct result of an Employee being absent on leave, such as for example, annual leave, long service leave, parental leave, workers compensation; and
  - (ii) if the increase in hours is due to a temporary increase in hours only due, for example, to the specific needs of a patient.
- (b) Any adjusted contracted hours resulting from a review should, however, be such as to readily reflect roster cycles and shift configurations utilised at the workplace.

### 12.5 **Casual employment**

- (a) A casual Employee is an Employee engaged as such on an hourly basis in accordance with s.15A of the Act.
- (b) A casual Employee will be paid an hourly rate equal to 1/38th of the weekly rate appropriate to the Employee's classification plus a casual loading of 25%.
- (c) Casual Employees will be paid a minimum of 2 hours for each engagement.
- (d) Casual Nurses will be paid afternoon and night shift allowances calculated on the base rate of pay excluding the casual loading with the casual loading component then added to the penalty rate of pay. Saturday and Sunday loadings are payable in accordance with clause 28.3. Public holidays are payable in accordance with clause 34.1(a).
- (e) Overtime is payable on the ordinary hourly rate plus casual loading.

**12.6 Offers and requests for casual conversion**

- (a) A casual Employee who has been rostered on a regular and systematic basis over a period of 12 months has the right to request conversion to permanent employment:
  - (i) on a full-time basis where the Employee has worked 38 hours per week or an average of 38 hours per week (excluding overtime) throughout the period of casual employment; or
  - (ii) on a permanent part time basis where the Employee has worked a regular number of hours each week or fortnight (depending upon the roster) throughout the period of casual employment. Such part time engagement would be on the basis of the same number of hours as previously worked, unless other arrangements are agreed between the Employer and the Employee.
- (b) The Employer may consent to or refuse the request but shall not unreasonably withhold Agreement to such a request.
- (c) Casual conversion will not apply where a casual has covered absences of permanent Employees who are expected to return to work.
- (d) A casual Employee who has been employed for 12 months or more and worked regularly for the last 6 months of that period will be offered conversion to permanent employment by the Employer in accordance with sections 66B to 66M of the Act. Offers for conversion of casual Employees to permanent employment under this clause will be made in accordance with the Act.

**13. Termination of employment**

**13.1 Notice of termination by the Employer**

- (a) At the time of termination, the Employer must provide the following periods of notice to all Employees other than casual Employees (excluding summary dismissal).

Period of Continuous Service	Minimum Period of Notice
Not more than 1 year	1 week
1 and less than 3 years	2 weeks
3 and less than 5 years	3 weeks
5 years and over	4 weeks

- (b) An Employee over 45 years of age is entitled to 1 extra weeks' notice if the Employee has completed at least 2 years of continuous service.
- (c) Casual Employees are to be given notice to the end of their current shift worked.

**13.2 Notice of termination by the Employee**

Unless otherwise mutually agreed at the time of termination the Employee must provide to the Employer the same period of notice as listed in clause 13.1, except that there is no requirement on the Employee to give the additional notice based on the age of the Employee concerned.

Casual Employees shall only be required to give notice to the end of their current shift worked.

If an Employee who is at least 18 years old does not give the period of notice required under clause 13.1(a), then the Employer may deduct from wages due to the Employee under this

Agreement an amount that is no more than one week's wages for the Employee.

The Employer may, without notice, summarily dismiss an Employee at any time for serious misconduct as defined in 1.07 of the *Fair Work Regulations 2009*. Payment is made up to the time of dismissal only.

To the extent permitted by the Act, any outstanding advances or other payments due to the Employer by the Employee will be deducted before payment of any amounts under this clause are made.

## **14. Redundancy**

14.1 An Employee is entitled to redundancy pay by the Employer if the Employee's employment is terminated:

- (a) at the Employer's initiative because the Employer no longer requires the job done by the Employee to be done by anyone, except where this is due to the ordinary and customary turnover of labour; or
- (b) because of the insolvency or bankruptcy of the Employer.

### **14.2 Amount of redundancy pay**

- (a) Redundancy pay shall be in accordance with the National Employment Standards (NES).
- (b) The amount of the redundancy pay equals the total amount payable to the Employee for the redundancy pay period worked out using the following table at the Employee's base rate of pay for their ordinary hours of work:

<b>Redundancy pay period</b>		
	<b>Employee's period of continuous service with the Employer on termination</b>	<b>Redundancy pay period</b>
1	At least 1 year but less than 2 years	4 weeks
2	At least 2 years but less than 3 years	6 weeks
3	At least 3 years but less than 4 years	7 weeks
4	At least 4 years but less than 5 years	8 weeks
5	At least 5 years but less than 6 years	10 weeks
6	At least 6 years but less than 7 years	11 weeks
7	At least 7 years but less than 8 years	13 weeks
8	At least 8 years but less than 9 years	14 weeks
9	At least 9 years but less than 10 years	16 weeks
10	At least 10 years	12 weeks

A reference in this section to continuous service with the Employer does not include periods of employment as a casual Employee of the Employer.

### **14.3 Transfer to lower paid duties**

- (a) Where an Employee is transferred to lower paid duties because of redundancy, the same period of notice must be given as the Employee would have been entitled to if the employment had been terminated.

- (b) If the Employer transfers the Employee to the new duties without giving notice of transfer, or before the expiry of a notice of transfer, the Employer must pay the Employee the amount equal to the difference between the former ordinary rate of pay and the ordinary rate of pay for the number of weeks of notice still owing. 'Ordinary rate of pay' is inclusive of all-purpose allowances, shift rates and penalty rates applicable to ordinary hours.

#### **14.4 Employee leaving during notice period**

An Employee given notice of termination in circumstances of 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 clause had they remained in employment until the expiry of the notice period but is not entitled to any payment in lieu of any remaining notice remaining after the Employee ceased to be employed.

#### **14.5 Job search entitlement**

- (a) An Employee given notice of termination in circumstances of redundancy must be allowed up to one day's time off without loss of ordinary pay during each week of notice for the purpose of seeking other employment.
- (b) If the Employee has been allowed paid leave for more than one day during the notice period for the purpose of seeking other employment, the Employee must, at the request of the Employer, produce proof of attendance at an interview or they will not be entitled to payment for any time absent. For this purpose a statutory declaration is sufficient.

## **Part 4—Minimum Wages and Related Matters**

### **15. Classifications**

- 15.1 Nursing classification definitions are set out in Schedule A—Classification Definitions.
- 15.2 The Employer must advise Employees in writing of their classification upon commencement and of any subsequent changes to their classification.

### **16. Minimum wages and wage increases**

- 16.1 Minimum wages and wage increases are outlined in Schedule B.
- 16.2 If the rate of pay for any classification falls below the applicable Modern Award rate, the rate of pay shall default to the minimum rate prescribed in accordance with the relevant Modern Award rate.

### **17. Nurse progression**

- 17.1 For the purpose of yearly progression to the next pay point within a level (where such pay points exist) a full-time nurse will progress to the next pay point by annual movement, or in the case of a casual or part time Employee after completing 1786 hours of experience.

### **18. Recognition of service and experience**

- 18.1 From the time of commencement of employment an Employee has two months in which to provide documentary evidence to the Employer detailing any other relevant service or experience not disclosed at the time of commencement. This evidence, in the absence of other documentary evidence, may take the form of a statutory declaration.



- 18.2 Until such time as the Employee furnishes any such documentation outlined in Clause 18.1 the Employer shall pay the Employee at the level for which evidence of relevant service or experience has been provided.
- 18.3 If within two months of commencing employment an Employee does provide documentary evidence of other previous relevant service or/and experience the Employer shall pay the Employee at the appropriate rate as from the date of commencement that would have been paid from that date had that documentary evidence been provided.
- 18.4 If the Employee provides documentary evidence of other previous relevant service and/or experience after two months from commencement the Employer shall pay the Employee at the appropriate rate from the date the documentary evidence is received. This rate will not be back dated to the time of commencement.

## **19. Regrading**

- 19.1 Where the nature of the work undertaken by an Employee changes, such that the majority of the work regularly performed is work of a type normally associated with a higher classification and has been performed for a period of at least 12 months, the Employee may apply to have their position reclassified to the higher classification.
- 19.2 An application for re-grading by an Employee must be made in writing and outline the duties and responsibilities undertaken by the Employee at the higher classification.
- 19.3 The Employer will respond to the request in writing within a reasonable timeframe, and no less than one month after receiving the written request, indicating whether the application is approved or denied.
- 19.4 Simply performing more work at the same classification or different work at the same classification does not qualify for re-grading.
- 19.5 Factors with a bearing on the decision may include whether the changes:
- (a) involve the exercise of skills, responsibility and/or autonomy normally undertaken at a higher classification; and/or
  - (b) are permanent or temporary.

## **20. Allowances**

The following allowances will increase in line with percentage wage increases.

The allowance rates are set out in Schedule C.

### **20.1 Overtime meal allowances**

- (a) An Employee will be supplied with an adequate meal where the Employer has adequate cooking and dining facilities or be paid a meal allowance, in addition to any overtime payment at the following rates in accordance with Item 3 of Schedule C;
  - (i) when required to work after the usual finishing hour of work beyond one hour or, in the case of shiftworkers, when the overtime work on any shift exceeds one hour.
  - (ii) provided that where such overtime work completed by a nursing Employee exceeds four hours a further meal allowance at the rate set out in Item 4 of Table

2 will be paid.

- (b) Clause 20.1(a) will not apply when an Employee could reasonably return home for a meal within the meal break.
- (c) On request the meal allowance will be paid on the same day as overtime is worked.

## 20.2 On-call allowance

- (a) An on-call allowance is paid to an Employee who is required by the Employer to be on call at their private residence, or at any other mutually agreed place. The Employee is entitled to receive the following additional amounts for each 24 hour period or part thereof:
  - (i) between rostered shifts or ordinary hours Monday to Friday inclusive the amount set out in Item 5 of Table 2.
  - (ii) between rostered shifts or ordinary hours on a Saturday the amount set out in Item 6 of Table 2.
  - (iii) between rostered shifts or ordinary hours on a Sunday, public holiday or any day when the Employee is not rostered to work the amount set out in Item 7 of Table 2.
- (b) For the purpose of this clause the whole of the on-call period is calculated according to the day on which the major portion of the on-call period falls.

## 20.3 Travelling, transport and fares

- (a) Where an Employee is required by the Employer to work a shift of no less than 7.6 hours which concludes at or after 1030pm, the Employer will reimburse all reasonable fares for appropriate transport actually incurred by the Employee from the workplace to their home, provided that:
  - (i) the Employee was required to remain at work by their Employer;
  - (ii) the Employee did not use a motor vehicle to drive/ride to work;
  - (iii) the Employees home is not within reasonable walking distance from work;
  - (iv) the Employee provides receipts of fares.
- (b) An Employee required and authorised to use their own motor vehicle in the course of their duties will be paid not less than the allowance set out in item 8 in Table 2.
- (c) When an Employee is involved in travelling on duty, if the Employer cannot provide the appropriate transport, all reasonably incurred expenses in respect to fares, meals and accommodation will be met by the Employer on production of receipted account(s) or other evidence acceptable to the Employer.
- (d) An Employee who leaves the facility and is recalled to duty will be reimbursed all reasonable fares and expenses actually incurred, including the per kilometre rate in item 8 of Table 2 when the Employee uses a vehicle in those circumstances.
- (e) Provided further that the Employee will not be entitled to reimbursement for expenses referred to in Clause 20.3(c) which exceed the mode of transport, meals or the standard of accommodation agreed with the Employer for these purposes.

## 20.4 Clothing and equipment

- (a) Employees required by the Employer to wear uniforms will be supplied with an adequate

number of uniforms appropriate to the occupation free of cost. Uniforms are to remain the property of the Employer and be laundered and maintained by the Employer free of cost to the Employee.

- (b) Instead of the provision of such uniforms, the Employer may, by Agreement with the Employee, pay such Employee a uniform allowance at the rate set out in item 1 – uniforms of Table 2 per week.
- (c) The uniform allowance, but not the laundry allowance, will be paid during all absences on paid leave, except absences on long service leave and absence on personal/carer's leave beyond 21 days.
- (d) Where an Employer requires an Employee to wear rubber gloves, special clothing or where safety equipment is required for the work performed by an Employee, the Employer must reimburse the Employee for the cost of purchasing such special clothing or safety equipment, except where such clothing or equipment is provided by the Employer.

#### 20.5 Continuing education allowance

- (a) A full-time or part-time permanent registered nurse or enrolled nurse who holds a continuing education qualification in a clinical field, in addition to the qualification leading to registration or enrolment, shall be paid an allowance subject to the conditions set out in this clause.
- (b) The qualification must be accepted by the Employer to be directly relevant to the competency and skills used by the Employee in the duties of the position.
- (c) The allowance is not payable to Clinical Nurse Specialists, Clinical Nurse Consultants or Clinical Nurse Educators.
- (d) A registered nurse or enrolled nurse holding more than one relevant qualification is only entitled to the payment of one allowance, being the allowance of the highest monetary value.
- (e) The Employee claiming entitlement to a continuing education allowance must provide evidence to the Employer that they hold that qualification.
- (f) A registered nurse who holds a relevant and recognised postgraduate certificate in a clinical field (not including a hospital certificate) that is accepted by the Employer to be directly relevant to the competency and skills used by the registered nurse in carrying out the duties of the position shall be paid the weekly allowance set out in Item 9 in Schedule C.
- (g) A registered nurse who holds a relevant and recognised postgraduate diploma or degree in a clinical field (other than a nursing undergraduate degree) that is accepted by the Employer to be directly relevant to the competency and skills used by the registered nurse in carrying out the duties of the position shall be paid the weekly allowance set out in Item 10 (Diploma) or Item 11 (Degree) of Schedule C.
- (h) A registered nurse who holds a relevant and recognised master's degree or doctorate in a clinical field that is accepted by the Employer to be directly relevant to the competency and skills used by the registered nurse in carrying out the duties of the position shall be paid the weekly allowance set out in Item 12 of Schedule C.
- (i) The allowances set out in this subclause are not included in the Employee's ordinary rate

of pay and will not constitute part of the all-purpose rate.

- (j) A registered nurse or enrolled nurse who is employed on a part time basis shall be paid these allowances on a pro rata basis.

## **21. Payment of Wages**

### **21.1 Wages**

- (a) Wages must be paid fortnightly unless otherwise mutually agreed up to a monthly maximum period.
- (b) Employees will be paid by electronic funds transfer, as determined by the Employer, into the bank or financial institution account nominated by the Employee.
- (c) When notice of termination of employment has been given by an Employee or an Employee's services have been terminated by the Employer, payment of all wages and other monies owing to an Employee will be made to the Employee by close of business on the last day of employment or no later than seven (7) business days.
- (d) Notwithstanding the above, an Employer will not be held liable for any unforeseen event outside the control of the Employer which prevents the Employer's ability to meet the requirements of this clause, for example bank error or delay.
- (e) Where a public holiday falls on a pay day the Employer will, where practicable, make payment on the first working weekday after the public holiday day and will notify Employees of this change.

### **21.2 Pay slips**

- (a) In accordance with the Act each Employee will be provided a pay slip after each pay which provides the Employees hours worked and accrued entitlements. This will include but is not limited to:
  - (i) the Employee's classification and rate of pay;
  - (ii) ordinary and overtime hours worked;
  - (iii) any penalty rates payable;
  - (iv) annual leave;
  - (v) long service leave;
  - (vi) accrued days off;
  - (vii) time off in lieu;
- (b) Employees have the right to request their current leave balances at any time.

### **21.3 Underpayment of wages**

- (a) Where an Employee is underpaid all or part of their pay on any occasion, they should raise the error immediately with the Employer.
- (b) The Employer, upon Agreement with the identified error, will rectify the error as soon as practicable.

#### 21.4 **Overpayment of wages**

- (a) Where the Employee has been overpaid all or part of their pay on any occasion, they, or the Employer, should raise the error immediately.
- (b) Where an alleged overpayment has been brought to the attention of the Employee, details setting out the alleged overpayment will be given to the Employee in writing. The Employee will have the right to seek advice from their representative(s) on the alleged overpayment.
- (c) Where an alleged overpayment has been substantiated and the Employee has been given a reasonable opportunity to seek advice from their representative(s), a repayment arrangement may be agreed to and authorised by the Employee in writing. The Employer will favourably consider proposals for gradual repayment arrangements where the Employee provides evidence of personal and/or financial hardship.

### 22. **Superannuation**

#### 22.1 **Superannuation legislation**

Superannuation legislation, including the Superannuation Guarantee (Administration) Act 1992 (Cth), the Superannuation Guarantee Charge Act 1992 (Cth), the Superannuation Industry (Supervision) Act 1993 (Cth) and the Superannuation (Resolution of Complaints) Act 1993 (Cth), deals with the superannuation rights and obligations of Employers and Employees. Under superannuation legislation individual Employees generally have the opportunity to choose their own superannuation fund. If an Employee does not choose a superannuation fund, the fund nominated by the Employer applies.

The rights and obligations in these clauses supplement those in superannuation legislation.

#### 22.2 **Employer contributions**

An Employer must make such superannuation contributions to an approved superannuation fund for the benefit of an Employee. The payment for all Employees shall be in accordance with the superannuation guarantee.

For the avoidance of doubt, superannuation contributions will be paid by the Employer for all periods of paid leave, including employer-paid parental leave as provided for in sub-clause 40.4.

#### 22.3 **Voluntary employee contributions**

- (a) Subject to the governing rules of the relevant superannuation fund, an Employee may, in writing, authorise their Employer to pay on behalf of the Employee a specified amount from the post-taxation wages of the Employee into the same superannuation fund as the Employer makes the superannuation contributions provided for in clause 22.2.
- (b) An Employee may adjust the amount the Employee has authorised their Employer to pay from the wages of the Employee from the first of the month following the giving of three months' written notice to their Employer.
- (c) The Employer must pay the amount authorised under clauses 22.3(a) or 22.3(b) no later than 28 days after the end of the month in which the deduction authorised under clauses 22.3(a) or 22.3(b) was made.

#### 22.4 **Superannuation fund**

Unless, to comply with superannuation legislation, the Employer makes the superannuation contributions provided for in clause 22.2 to a superannuation fund that is chosen by the Employee, the Employer will make the superannuation contributions provided for in clause

22.2 to the default fund.

## **23. Salary sacrifice**

### **23.1 Salary sacrifice to superannuation**

- (a) Permanent Employees may be able to make voluntary pre-tax contributions or payments through a written salary packaging Agreement between the Employer and the Employee. The Employer will pay the salary packaging amount in accordance with the salary packaging Agreement. The salary packaging arrangements pertain only to packaging superannuation contributions.
- (b) An Employee may apply to have their ordinary time earnings reduced by an amount nominated by them as a salary packaging contribution for their benefit.
- (c) The total value of the reduced salary and the agreed value of the benefits provided will not be less than the amount that would otherwise be paid if the salary packaging arrangement was not in place.
- (d) The Employer recognises the need for Employees to consider independent financial and taxation advice and recommend that Employees consider such advice prior to entering into salary packaging arrangements.
- (e) In the event that the law governing superannuation and/or taxation make the objective of this clause ineffective, unattainable or illegal, the Employer will advise the Employee concerned. The salary packaging contribution arrangement will be terminated or amended to comply with such laws.
- (f) Unless otherwise agreed by the Employer, an Employee may revoke or vary their salary packaging contribution/payment by giving not less than one month's written notice, provided the terms of any other Agreement relating to the salary packaging benefit are met.

## **Part 5—Hours of Work and Related Matters**

### **24. Ordinary hours of work**

- 24.1 The ordinary hours of work will be 38 hours per week, or an average of 38 hours per week worked over 76 hours per fortnight, or 114 hours per 21 days, or 152 hours per 4week period, and will be worked:
- (a) in a period of 28 calendar days of not more than 20 work days in roster cycle.
- 24.2 The shift length or ordinary hours of work per shift will be a maximum of 10 hours.
- 24.3 For each continuous period an Employee is required to work, the Employee shall be engaged or paid for a minimum of:
- (a) 2 hours – for casual Employees; or
  - (b) 3 hours for part-time Employees;
  - (c) 4 hours – in all other cases.
- For the purposes of this clause, a paid or unpaid meal or tea break does not break the continuity of a period of work.
- 24.4 Each Employee must be free from duty for not less than two full days in each week or four full

days in each fortnight or eight full days in each 28-day cycle. Where practicable, or otherwise mutually agreed, such days off must be consecutive.

24.5 Except for those worked in accordance with clause 24.5, the hours of work on any day will be continuous except for meal breaks.

24.6 For the purposes of clauses 24.5 and 24.6, duty includes time an Employee is on-call.

24.7 An employee's paid shift is inclusive of time taken to change into and out of their uniform/scrub suit.

**24.8 Reasonable additional hours**

(a) All hours worked over an average of 38 ordinary hours per week, will be deemed to be additional hours. All hours worked by part-time Employees beyond their guaranteed minimum number of hours will be treated as additional hours for the purpose of this subclause. From time to time, full time Employees may be required to work a reasonable amount of additional hours. Part time Employees may be asked, but not required, to work a reasonable number of additional hours. All additional hours worked will be paid in accordance with this Agreement.

(b) An Employee may not be required to work additional hours in circumstances where the working of additional hours would result in the Employee working hours which are unreasonable having regards to (refer to section 62 of the Act):

- (i) any risk to Employee health and safety from working the additional hours;
- (ii) the Employee's personal circumstances, including family responsibilities;
- (iii) the needs of the workplace or enterprise in which the Employee is employed;
- (iv) whether the Employee is entitled to receive overtime payments, penalty rates or other compensation for, or a level of remuneration that reflects an expectation of, working additional hours;
- (v) any notice given by the Employer of any request or requirement to work the additional hours;
- (vi) any notice given by the Employee of their intention to refuse to work the additional hours;
- (vii) the usual patterns of work in the industry, or the part of an industry, in which the Employee works;
- (viii) the nature of the Employee's role, and the Employee's level of responsibility;
- (ix) whether the additional hours are in accordance with averaging terms included under section 63 in a modern award or enterprise Agreement that applies to the Employee, or with an averaging arrangement agreed to by the Employer and Employee under section 64;
- (x) any other relevant matter.

## **25. Span of hours**

- 25.1 The ordinary hours of work for a day worker will be between 6.00 am and 6.00 pm Monday to Friday.
- 25.2 A shift worker is defined as an Employee who is regularly rostered to work their ordinary hours of work outside the ordinary hours of work of a day worker as defined in clause 25.1.

## **26. Breaks between shifts**

- 26.1 An Employee will be allowed a rest break of 10 (ten) hours between the completion of one ordinary work period or shift and the commencement of another ordinary work period or shift.
- 26.2 By mutual Agreement between the Employer and Employee, the 10 hour rest break may be reduced to 8 hours.
- 26.3 Where, on the instruction of the Employer, an Employee resumes or continues to work without having had at least a 10 hour break off duty (or 8 hours as agreed under clause 26.2), they will be paid at the rate of 200% of the minimum hourly rate applicable to their classification and pay point (or 200% of the casual hourly rate in the case of a casual Employee) until released from duty for such period.

## **27. Rosters**

- 27.1 Employees will work in accordance with a weekly or fortnightly roster fixed by the Employer.
- 27.2 The roster will set out Employees' daily ordinary working hours and starting and finishing times and will be displayed in a place conveniently accessible to Employees at least fourteen days before the commencement of the roster period.
- 27.3 Unless the Employer otherwise agrees, an Employee desiring a roster change will give seven days' notice except where the Employee is ill or in an emergency.
- 27.4 Seven days' notice of a change of roster will be given by the Employer to an Employee. A roster may be altered at any time by mutual Agreement or to enable the functions of the facility to be carried out where another Employee is absent from work due to illness or in an emergency. Where any such alteration requires an Employee working on a day which would otherwise have been the Employee's day off, an alternative day off will be taken at a mutually arranged time.
- 27.5 Clause 27.4 will not apply where the only change to the roster of a part-time Employee is the mutually agreed addition of extra hours to be worked such that the part-time Employee still has two rostered days off in that week or four rostered days off in that fortnight, as the case may be.

## **28. Saturday and Sunday work**

- 28.1 Where an Employee (other than a casual employee) is rostered to work ordinary hours between midnight Friday and midnight Saturday, the Employee will be paid a loading of 50% of their ordinary rate of pay for the hours worked during this period.
- 28.2 Where an Employee (other than a casual employee) is rostered to work ordinary hours between midnight Saturday and midnight Sunday, the Employee will be paid a loading of 75% of their ordinary rate of pay for the hours worked during this period.
- 28.3 Where a casual employee is rostered to work ordinary hours between midnight Friday and midnight Saturday, the employee will be paid 150% of the casual hourly rate (base rate plus casual loading) for the hours worked during this period.
- 28.4 Where a casual employee is rostered to work ordinary hours between midnight Friday and midnight Saturday, the employee will be paid 175% of the casual hourly rate (base rate plus casual



loading) for the hours worked during this period.

28.5 These extra rates will be in substitution for and not cumulative upon the shift penalties prescribed at Clause 31 – Shiftwork.

## **29. Breaks**

### **29.1 Meal breaks**

- (a) The parties acknowledge that access to meal breaks is an important work health and safety measure for employees and will accordingly prioritise access to meal breaks when establishing rosters.
- (b) An Employee who works in excess of five hours will be entitled to an unpaid meal break of not less than 30 minutes and not more than 60 minutes. In such cases the meal break should be taken between the fourth and sixth hour.
- (c) Where an Employee is requested by a delegated authority of the Employer to remain available during a meal break, but is free from duty, the Employee will be paid at ordinary rates for a 30 minute meal break. This period will not count as time worked when calculating ordinary hours for the purposes of overtime or penalties. If required for duty during this period the Employee will be paid overtime for all time worked until the balance of the meal break is taken.
- (d) Employees who are required to work for more than 6 hours without a meal break at the direction of the employer will be paid at overtime rates from the end of their 6<sup>th</sup> hour of duty to the time that the meal break is taken, or until their shift ends if no meal break is taken.

### **29.2 Tea breaks**

- (a) Every Employee will be entitled to a paid 10 minute tea break in each four hours worked at a time to be agreed between the Employee and Employer.
- (b) Subject to Agreement between the Employer and Employee and where an Employee is entitled to two such breaks in any shift; such breaks may alternatively be taken as one 20 minute tea break.
- (c) Tea breaks will count as time worked.

## **30. Overtime**

### **30.1 Overtime penalty rates**

- (a) Hours worked by full-time and part-time employees in excess of the ordinary hours on any day or shift prescribed in clause 24—Ordinary hours of work, are to be paid as follows:
  - (i) Monday to Saturday (inclusive)—time and a half for the first two hours and double time thereafter;
  - (ii) Sunday—double time;
  - (iii) Public holidays—double time and a half.
- (b) Overtime rates under this clause will be in substitution for and not cumulative upon the shift premiums prescribed in clause 28-Saturday and Sunday work and clause 31-Shiftwork.

(c) **Part-time Employees**

All time worked by part-time employees in excess of the rostered daily ordinary full-time hours will be overtime and will be paid as prescribed in clause 30.1.

**30.2 Casual Employees**

(a) Hours worked by casual employees in excess of the ordinary hours on any day or shift prescribed in clause 24—Ordinary hours of work, are to be paid as follows:

- (i) Monday to Saturday (inclusive)—time and a half of the casual hourly rate for the first two hours and double time thereafter;
- (ii) Sunday—double time of the casual hourly rate; and
- (iii) Public holidays—double time and a half of the casual hourly rate.

(b) Overtime rates under this clause will be in substitution for and not cumulative upon the shift premiums prescribed in clause 28-Saturday and Sunday work and clause 31- Shiftwork.

**30.3 Time off instead of payment for overtime**

By mutual Agreement, a full-time or part-time Employee may be compensated by way of time off instead of payment of overtime on the following basis:

- (a) Time off instead of overtime must be pre-approved by the appropriate delegated authority.
- (b) Time off instead of payment for overtime must be taken equivalent to the overtime payment that would have been made (as per clause 30.1(a)) within three months of it being accrued, at a mutually agreed time between the Employee and the Employer, taking into consideration the operational needs of the business.
- (c) Where it is not possible for an Employee to take the time off, instead of payment for overtime, within the three-month period, it is to be paid out at the appropriate overtime rate based on the rates of pay applying at the time payment is made.
- (d) When an Employee requests that any agreed time off in lieu be paid out instead, the Employer will pay the equivalent overtime payment in the pay period after the request was made.
- (e) An Employee cannot be compelled to take time off instead of overtime.
- (f) Upon termination, any outstanding amounts of time off in lieu must be paid out at the relevant overtime rate.

**30.4 Rest period after overtime**

- (a) Subject to clause 30 when overtime work is necessary, it will, wherever reasonably practicable, be so arranged that Employees have at least 10 consecutive hours, off duty between the work of successive days or shifts, including overtime.
- (b) Subject to clause 30 an Employee, other than a casual Employee, who works so much overtime between the termination of their ordinary work on one day and the commencement of their ordinary work on the next day, that they have not had at least 10 consecutive hours off duty between those times will be released after

completion of such overtime, until they have had 10 consecutive hours off duty without loss of pay for ordinary working time occurring during such absence.

- (c) Subject to clause 30 if, on the instruction of the Employer, an Employee resumes or continues to work without having had 10 consecutive hours off duty they will be paid at the rate of double time until released from duty for such period. The Employee will then be entitled to be absent until they have had 10 consecutive hours off duty without loss of pay for rostered ordinary hours occurring during the absence.

### **30.5 Rest break during overtime**

An Employee working overtime will take a paid rest break of 20 minutes after each four hours of overtime worked if required to continue to work after the break.

### **30.6 Recall to work when on call**

An Employee, who is required to be on call and who is recalled to work, will be paid for a minimum of four hours work at the appropriate overtime rate.

### **30.7 Recall to work when not on call**

- (a) A nursing Employee who is not required to be on call and who is recalled to work after leaving the Employer's premises will be paid for a minimum of four hours work at the appropriate overtime rate.
- (b) The time spent travelling to and from the place of duty will be deemed to be time worked. Except that where an Employee is recalled within three hours of their rostered commencement time, and the Employee remains at work, only the time spent in travelling to work will be included with the actual time worked for the purposes of the overtime payment.
- (c) An Employee who is recalled to work will not be obliged to work for four hours if the work for which the Employee was recalled is completed within a shorter period.

### **30.8 Recall to work – transport cost**

- (a) Where an Employee is recalled to work, the Employee will be provided with transport to and from their home or will be refunded the cost of such transport.

### **30.9 On-call allowance**

- (a) An Employee who is required to be on-call will be paid an allowance in accordance with clause 20.2

## **31. Shift work**

### **31.1 Nurses**

- (a) Where an Employee works a rostered afternoon shift between Monday and Friday, the Employee will be paid a loading of 12.5% of their ordinary rate of pay.
- (b) Where an Employee works a rostered night shift between Monday and Friday, the Employee will be paid a loading of 15% of their ordinary rate of pay.
- (c) The provisions of this clause do not apply where an Employee commences their ordinary hours of work after 12.00 noon and completes those hours at or before 6.00 pm on that day.

- (d) For the purposes of this clause:
  - (i) Afternoon shift means any shift commencing not earlier than 12.00 noon and finishing after 6.00 pm on the same day; and
  - (ii) Night shift means any shift commencing on or after 6.00 pm and finishing before 7.30 am on the following day.
- 31.2 The percentage quoted shall be the amount which is payable for each shift in addition to the Employee's ordinary time wage rate.
- 31.3 The shift penalties prescribed in this clause will not apply to shift work performed by an Employee on Saturday, Sunday or public holiday.
- 32. Higher duties**
- 32.1 An employee, who is required to relieve another employee in a higher classification than the one in which they are ordinarily employed for 3 days or more will be paid at the higher classification rate.

## **Part 6—Leave and Public Holidays**

### **33. Annual leave**

Annual leave is provided for in the NES.

#### **33.1 Quantum of annual leave**

- (a) Annual leave on full pay is to be granted in accordance with the NES as follows:
  - (i) Nursing Employee
    - A. Full-time Employees five weeks (190 hours) annual leave
    - B. Full-time shiftworkers six weeks (228 hours) annual leave
- (b) For the purpose of clause 33.1(a)(i)(B) and the NES the definition of a shiftworker is an Employee who:
  - A. is regularly rostered over 7 days of the week; and
  - B. regularly work on weekends.
- (c) The entitlement to paid annual leave accrues progressively during a year of service according to the Employee's ordinary hours of work and accumulates from year to year.

#### **33.2 Taking of leave**

- (a) Annual Leave will be taken at times mutually convenient to the Employer and the Employee.
- (b) An Employee has an excessive leave accrual if the Employee has accrued more than 2 years' accruals of paid annual leave (that is 10 weeks, or 12 weeks if a shiftworker).
- (c) If an Employee has an excessive leave accrual, the Employer or the Employee may seek to

confer with the other and genuinely try to reach Agreement on how to reduce or eliminate the excessive leave accrual.

- (d) If an Employer has genuinely tried to reach Agreement with an Employee under clause 33.2(b) but Agreement is not reached (including because the Employee refuses to confer), the Employer may direct the Employee in writing to take one or more periods of paid annual leave.
- (e) However, a direction by the Employer is of no effect if it would result at any time in the Employee's remaining accrued entitlement to paid annual leave being less than 6 weeks when any other paid annual leave arrangements are taken into account;
- (f) The direction must not require the Employee to take any period of paid annual leave of less than one week; must not require the Employee to take a period of paid annual leave beginning in less than 8 weeks, or more than 12 months, after the direction is given; and must not be inconsistent with any leave arrangement agreed by the Employer and Employee.
- (g) Subject to the conditions outlined in the sub-clauses (d) and (e), an Employee with excessive leave may give a written notice to the Employer requesting to take one or more periods of paid annual leave.
- (h) The Employer must grant paid annual leave requested by a notice under clause 33.2(f).

### **33.3 Payment for annual leave**

- (a) An Employee will be paid the amount of wages they would have received for ordinary time worked had they not been on leave during that period.

### **33.4 Cashing out of annual leave**

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

- (a) paid annual leave must not be cashed out if the cashing out would result in the Employee's remaining accrued entitlement to paid annual leave being less than four weeks; and
- (b) the maximum amount of accrued paid annual leave that may be cashed out in any period of 12 months is 2 weeks; and
- (c) each cashing out of a particular amount of paid annual leave must be by a separate Agreement in writing between the Employer and the Employee.
- (d) The Employee must be paid at least the full amount that would have been payable to the Employee had the Employee taken the leave that the Employee has forgone.

### **33.5 Annual leave loading**

- (a) In addition to their ordinary pay, an Employee, other than a shiftworker, will be paid an annual leave loading of 17.5% of their ordinary pay on a maximum of 152 hours/4 weeks' annual leave per annum.
- (b) Shiftworkers, in addition to their ordinary pay, will be paid the higher of:
  - (i) an annual leave loading of 17.5% of ordinary pay; or

- (ii) the weekend and shift penalties the Employee would have received had they not been on leave during the relevant period.
- (c) When the employment of an Employee is terminated, and at the time of the termination the Employee has not been given and not taken the whole of an annual leave period to which the Employee became entitled, the Employee will be paid their leave loading entitlement for the period not taken.
- (d) No loading is payable to an Employee who takes annual leave wholly or partly in advance; provided that, if the employment of such an Employee continues until the day when the Employee would have become entitled under clause 33 to annual leave, the loading then becomes payable in respect of the period of such leave and is to be calculated in accordance with clause 33.5 applying the Agreement rates and wages payable on that day.

### **33.6 Payment of annual leave on termination**

On the termination of their employment, an Employee will be paid their untaken or pro-rata annual leave.

## **34. Public holidays**

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

### **34.1 Payment for work done on public holidays**

- (a) All work done by an Employee during their ordinary shifts on a public holiday, including a substituted day, will be paid at 250% of their ordinary rate of pay.
- (b) Payments and entitlement under this clause are instead of any additional rate for shift or weekend work which would otherwise be payable had the shift not been a public holiday.
- (c) For the purposes of this Agreement, the following shall be deemed to be public holidays:
  - (i) New Year's Day;
  - (ii) Australia Day;
  - (iii) Good Friday;
  - (iv) Easter Saturday;
  - (v) Easter Sunday;
  - (vi) Easter Monday;
  - (vii) Anzac Day;
  - (viii) King's Birthday;
  - (ix) Labour Day;
  - (x) Christmas Day;
  - (xi) Boxing Day.

- (xii) any other day, or part-day, declared or prescribed by or under a law of a State or Territory to be observed generally within the State or Territory, or a region of the State or Territory, as a public holiday.

If, under (or in accordance with a procedure under) a law of a State or Territory, a day or part-day is substituted for a day or part-day that would otherwise be a public holiday because of subclause 34.1(xii), then the substituted day or part-day is the public holiday.

#### **34.2 Extra public holiday**

In addition to those eleven named public holidays specified in subclause 34.1(d), Employees shall be entitled to an extra public holiday each year. Such public holiday shall occur on one of the following days as determined by the Employer:

- (a) On the day on which the August Bank Holiday is observed; or
- (b) On a day between Christmas and New Year within the days Monday to Friday inclusive and not coinciding with a date that is already a declared public holiday for that calendar year; or
- (c) On a day, nominated by the Employer before 1 July of each calendar year, on which this extra public holiday will be observed.

At least two months' notice of the nominated date will be provided to Employees.

#### **34.3 Public holiday substitution**

- (a) An Employer and the Employees may, by Agreement, substitute another day for a public holiday.

#### **34.4 Public holidays occurring on rostered days off**

- (a) All full-time Employees will receive a day's ordinary pay for public holidays (ie no loss of pay) that fall on days they are normally rostered to work, except where the public holidays fall on Saturday or Sunday with respect to Monday to Friday Employees.

#### **34.5 Part-time Employees**

- (a) A part-time Employee will only be entitled to payment for those public holidays that fall on days they are normally rostered to work. A part-time Employee who is rostered off on a public holiday they would ordinarily work will be paid their ordinary pay for that day.

### **35. Ceremonial leave**

- (a) An Employee who is required by Aboriginal or Torres Strait islander tradition to be absent from work for Aboriginal or Torres Strait Islander ceremonial purposes will be entitled to up to ten working days unpaid leave in any one year, with the approval of the Employer.

### **36. Personal/carer's leave**

36.1 An Employee is entitled to 10 days of paid personal/carers' leave for each year of service. All other provisions regarding personal/carers' leave are provided for in the NES.

36.2 In addition, an Employee may use accumulated personal/carer's leave when on workers compensation only where his or her workers compensation payments are less than his or her

normal full pay. In this case a personal/carer's leave entitlement may be used to make up the difference between the full normal pay and the workers compensation payment.

### **36.3 Personal/carer's leave notification and evidence requirements:**

- (a) To be entitled to leave under Clause 36 an Employee must give the Employer notice of the period, or expected period of the leave:
  - (i) 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) To be entitled to personal leave for more than one (1) days absence, the Employee may be required to give the Employer as soon as reasonably practicable (which may be at a time before or after the personal leave has started) either:
  - (i) a medical certificate from a medical practitioner stating that in their opinion, the Employee was, is, or will be unfit for work during the period because of a personal illness or injury; or
  - (ii) evidence that would satisfy a reasonable person that the leave was taken for a permissible reason or occasion.
- (c) To be entitled to carer's leave during the period the Employee may be required to give the Employer as soon as reasonably practicable (which may be at a time before or after the carer's leave has started) either:
  - (i) a medical certificate from a medical practitioner stating that in their opinion the member requires or required care and support during the period due to personal illness or injury; or
  - (ii) evidence that would satisfy a reasonable person that the leave was taken for a permissible reason or occasion.

### **36.4 Payment of paid personal/carers' leave**

Employees are entitled to personal/carer's leave and compassionate leave in accordance with the provisions of the NES (refer to Chapter 2, Part 2-2, Division 7 of the Act).

## **37. Compassionate leave**

- 37.1 An Employee is entitled to a period of 2 days of compassionate leave for each occasion (a permissible occasion) when a member of the Employee's immediate family or a member of the Employee's household:
- (a) contracts or develops a personal illness that poses a serious threat to his or her life; or
  - (b) sustains a personal injury that poses a serious threat to his or her life; or
  - (c) dies.
  - (d) The same entitlement applies when:



- (i) a child is stillborn, where the child would have been a member of the Employee's immediate family, or a member of the Employee's household, if the child had been born alive; or
  - (ii) the Employee, or the Employee's spouse or de facto partner (but not former spouse or former de facto partner ) has a miscarriage.
- 37.2 An Employer may require evidence that would satisfy a reasonable person that leave taken under this clause was taken in circumstances specified under 37.1(a), (b), (c) or (d).
- 37.3 An Employee who is entitled to a period of compassionate leave for a particular permissible occasion is entitled to take the compassionate leave as:
  - (a) a single, unbroken period of 2 days, or
  - (b) 2 separate periods of 1 day each; or
  - (c) Any separate periods to which the Employee and Employer agree.
- 37.4 An Employee who is entitled to a period of compassionate leave because a member of the Employee's immediate family or a member of the Employee's household has contracted or developed a personal illness, or sustained a personal injury, is entitled to start to take the compassionate leave at any time while the illness or injury persists.
- 37.5 If an Employee takes compassionate leave during a period, the Employer must pay the Employee for that period the amount the Employee would reasonably have expected to be paid by the Employer if the Employee had worked during that period.
- 37.6 Individual Employees may discuss their particular circumstances with the Employer in respect of the availability of any further leave.

## **38. Long service leave**

### **38.1 Relationship to the Long Service Leave Act 1955 (NSW)**

- (a) An Employee's entitlement to long service leave shall be in accordance with the provisions of this Agreement and the Long Service Leave Act 1955 (NSW).
- (b) Where this clause provides entitlements that are more beneficial than the Long Service Leave Act 1955 (NSW) this clause shall apply.
- (c) Where this clause is silent the provisions of the Long Service Leave Act 1955 (NSW) shall apply.

### **38.2 Quantum of long service leave**

- (a) Every Employee after ten years' continuous service with the same Employer shall be entitled to two months' long service leave on full pay; after 15 years' continuous service to an additional one month's long service leave on full pay; and for each five years' continuous service thereafter to an additional one and one-half months' long service leave on full pay.
- (b) Where the service of an Employee with at least five years' service is terminated, for

reasons other than serious misconduct, or where the Employee terminates their employment on account of illness, incapacity or domestic or other pressing necessity, or by reason of the death of the Employee, the Employee shall be entitled to long service leave as follows:

- (i) For the first five years' service – one month.
- (ii) For the next ten years' service – a proportionate amount calculated on the basis of one month for each additional five years. For the purpose of calculation, each completed whole month of continuous service gives an entitlement equal to 0.0722 weeks' pay.
- (iii) For all subsequent service - a proportionate amount calculated on the basis of 1.5 months for each additional five years. For the purpose of calculation, each completed whole year of continuous service gives an entitlement equal to 1.2996 weeks' pay.

### **38.3 Taking of long service leave**

- (a) The Employer shall give to each Employee at least one month's notice of the date from which it is proposed that the Employee's long service leave shall be given and taken. Such leave shall be taken as soon as practicable having regard to the needs of the facility, or, where the Employer and the Employee agree, such leave may be postponed to an agreed date.
- (b) In such a case, where the Employer and Employee agree to postpone the taking of leave, the Employer and Employee may agree that the Employee be paid for that leave at the rate of pay applicable at the time of the Agreement and not at the rate of pay applicable at the time that the leave is taken. For any such Agreement to be valid, it must be in writing and be signed by both the Employer and the Employee.
- (c) For the purposes of this clause:
  - (i) Continuous service in the same facility prior to the coming into force of this Agreement shall be taken into account, and:
  - (ii) Continuous service shall be deemed not to have been broken by:
    - A. Absence of an Employee from the facility while a member of the Defence Forces of the Commonwealth in time of war; or
    - B. Any period of absence on leave without pay not exceeding six months.
- (d) One month equals four and one-third weeks.

**38.4** Subject to clauses 38.2, 38.3 and 38.4, where an Employee has acquired a right to long service leave, then:

- (a) If before such leave has been entered upon, the employment of such Employee is terminated, the Employee shall be entitled to receive the monetary value of the leave to which such Employee has been entitled computed at the rate of salary which such Employee was receiving immediately prior to the termination of employment.
- (b) Where an Employee dies and any long service leave:
  - (i) to which the Employee was entitled has not been taken, or
  - (ii) accrued upon termination of the services of the Employee by reason of the Employee's death and has not been taken, the Employer shall pay to the Employee's estate in full the ordinary pay that would have been payable to the Employee in respect of long service leave less any amount already paid to the Employee in respect of that leave.

## **39. Community services leave**

39.1 Community services leave is provided for in the NES.

39.2 In addition, emergency services leave may be granted to enable Employees to attend a community service emergency during their ordinary working hours. This applies only to activities which are not regarded as part of the Employee's work at the Employer and which are not covered by other forms of leave.

- (a) Employees who are members of voluntary emergency organisations are required to provide evidence of their membership prior to being eligible to access this as paid leave.
- (b) As soon as practicable, Employees must provide a standard leave form to their manager detailing their attendance at an emergency together with proof of their requirement to attend and the length of absence.
- (c) Employees shall be paid at ordinary time rates and for ordinary working time only, up to a maximum of 2 days per annum. Employees who require periods of absence from the workplace longer than 2 days shall not be unreasonably refused such a request, however it shall be taken as unpaid leave and must take into consideration the operational needs of the business.

## **40. Parental leave**

40.1 Parental leave is provided for in the NES (refer to Chapter 2, Part 2-2, Division 5 of the Act) with this clause identifying some of those provisions.

40.2 An Employee is entitled to 12 months of unpaid parental leave if:

- (a) The leave is associated with:
  - (i) The birth of a child of the Employee or Employee's spouse or de-facto partner; or
  - (ii) The placement of a child with the Employee for adoption.

(b) The Employee has or will have a responsibility for the care of the child.

40.3 To be entitled to parental leave the Employee must have completed at least 12 months continuous service with the Employer prior to:

- (a) the date of birth or expected date of birth; or
- (b) day of placement or expected day of placement of the child.

## **40.4 Paid parental leave**

(a) In addition to unpaid parental leave available to eligible Employees under the Act, full-time and part time Employees may claim paid parental leave at their ordinary rate of pay from the date the parental leave commences in the following circumstances:

- (i) where there is compliance with the documentation requirements to the extent to which they apply; and
- (ii) immediately before the expected date of birth of the child, the Employee has, or will have, completed at least 12 months of continuous

service with the Employer, and

(iii) where the Employee will be the primary care giver for the child.

(b) For the purposes of the calculation of “ordinary pay” for paid parental leave purposes, an Employee will be paid the higher of:

(i) The average of the ordinary hours actually worked by the Employee in the 12-month period ending at the commencement of parental leave; or

(ii) The ordinary hours worked by the Employee at the time of the commencement of parental leave.

(c) Eligible full-time and part time Employees are entitled to apply for paid parental leave as provided below:

(i) Primary Care Giver Leave – twelve (12) weeks paid leave (or 24 weeks at half pay). Primary Care Giver Leave can also be accessed for adoption, and will commence from the date of taking custody of the child; or

(ii) Partner Leave – two (3) weeks paid leave.

## **41. Family and domestic violence leave**

### **41.1 Clause objective**

Paid and unpaid Family and Domestic Violence Leave will be provided in accordance with NES. To the extent of any ambiguity between the Act and the provisions contained in clause 41 of this Agreement, the Act will apply.

The Employer recognises that Employees sometimes face situations of violence or abuse in their personal life that may affect their attendance or performance at work.

The Employer seeks to develop a supportive workplace in which victims of family violence can come forward for help and support.

### **41.2 Definition of family violence**

The Employer accepts the definition of family violence as stipulated in relevant state legislation. The definition of family violence includes physical, sexual, financial, verbal or emotional abuse by a family member.

### **41.3 General measures**

Employees experiencing family violence have a right to request flexible working arrangements including changes to working times. Such requests will not be unreasonably refused.

### **41.4 Special leave**

(i) An Employee (other than a casual) directly experiencing family violence will have access to ten (10) days paid leave per year, non-cumulative, for medical appointments, legal proceedings and other activities related to family violence. These ten (10) days are in addition to other paid leave entitlements detailed in this Agreement and are paid at the Employee’s base rate of pay for the hours they would have worked on that day. Should those 10 days be exhausted, the Employee may access accruals of paid personal/carers leave.

#### **41.5 Evidence**

An Employee may be required to produce suitable evidence such as documents issued by the police, a court, a medical practitioner, a domestic violence support service, a lawyer or counselling professional or by statutory declaration.

#### **42. Natural disaster leave**

- 42.1 Where a permanent and rostered Employee is unable to attend a rostered shift because of a natural disaster, i.e. bushfire or flood, they will be entitled to receive up to 2 days ordinary pay for the shifts they would otherwise have worked. This entitlement is not cumulative from year to year.
- 42.2 The Employer may require the Employee to provide evidence to support their claim.
- 42.3 The Employer has the discretion to extend this leave based on a case-by-case basis.
- 42.4 The Employer will not unreasonably refuse the approval of two days paid natural disaster leave.

#### **43. Unforeseen leave**

- 43.1 A rostered Employee is entitled to receive up to 2 days leave per year if there is a reasonable and justified reason that the Employee is unable to attend work due to an unforeseen emergency, a pandemic, emergency services volunteering, or any other unforeseen circumstance that impacts the Employees.
- 43.2 This leave is not cumulative from year to year.
- 43.3 The Employer may require the Employee to provide evidence to support their claim.
- 43.4 The Employer has the discretion to extend this leave based on a case-by-case basis.
- 43.5 The Employer will not unreasonably refuse the approval of two days unforeseen leave.

#### **44. Union representation and representative leave**

- 44.1 The Employer recognises the right of all Employees to join a Union, to access Union representation and to participate collectively in workplace issues.
- 44.2 The Employer will ensure NSWNMA representatives are granted reasonable time during working hours to:
  - (a) Consult with employees and NSWNMA officials
  - (b) Represent the interests of NSWNMA members to the employer, and
  - (c) Participate in the affairs of the NSWNMA
- 44.3 The Employer will recognise two (2) nominated NSW Nurses & Midwives' Association (NSWNMA) / Australian Nursing and Midwifery Federation NSW Branch (Union) Employee representative(s) upon written notification from the Union.
- 44.4 The two (2) nominated NSWNMA/ANMF representative(s) will be released from work to attend NSWNMA/ANMF business in accordance with the following:
  - (a) up to a maximum of three (3) days per calendar year union representative training leave including attendance at NSWNMA/ANMF conferences, meetings and courses provided that:

- (i) at least four (4) weeks' notice is provided to the Employer;
- (ii) the approval of leave must have regard to the operational requirements of the Employer;
- (iii) the Union representative provides evidence of attendance to the Employer when requested; and
- (iv) subject to operational requirements an Employer shall not unreasonably refuse such a request.

44.5 A Union representative may access paid union representative leave or approved unpaid leave for the purpose of attending NSWNMA/ANMF training, meetings, conferences and courses as detailed in this clause.

## **Part 7 - Other Matters**

### **45. Training and education**

45.1 The Employer may make in-service training available to all Employees to assist those Employees to maintain professional registration or endorsement and skill development.

45.2 The Employer shall provide a minimum of 12 hours of in-service training per annum.

45.3 Each Employee shall provide to their Employer details of their attendance at in-service training and the Employer shall keep a record of this attendance.

45.4 An Employer will provide to an Employee, on the termination of their employment, a written statement of the hours of in-service training attended by the Employee.

45.5 Where practicable, such training shall be provided to Employees during the normal rostered hours of work. Where it is not practicable to provide such training during the normal rostered hours of work then:

- (i) Employees shall attend in-service training outside their normal rostered working hours when required or directed to do so by the Employer.
- (ii) An Employer shall provide Employees with two weeks' notice of the requirement to attend training outside of their normal rostered working hours.
- (iii) Attendance at such training shall be paid at the appropriate rate, including overtime and other appropriate penalty rates.
- (iv) Attendance at such in-service training outside the normal rostered working time of an Employee shall not affect the ordinary rate paid to the Employee during normal rostered working time.

45.6 The Employer will review all requests for external training on a case by case basis having regard to the operational needs of the business.

### **46. Attendance at Meetings, Fire Drills and First Aid Training**

#### **46.1 Fire drills**

Any Employee required to work outside the ordinary hours of work in satisfaction of the requirements for compulsory fire safety practices (e.g. fire drill and evacuation procedures) will be entitled to receive payment for the minimum shift length specified in clause 24.3 or the actual time spent in attendance at such training, whichever is the greater. Such time spent in

attendance will be paid at the appropriate rate, including overtime and other appropriate penalty rates.

#### **46.2 Work health and safety committee and/or board of management meetings**

Any Employee required to attend Work Health and Safety Committee and/or Board of Management meetings in the capacity of Employee representative shall, if such meetings are held outside the ordinary hours of work, be entitled to receive payment for the minimum shift length specified in clause 24.3 at the appropriate rate or actual time spent in attendance at such meetings, whichever is the greater. Such time spent attending meetings will be paid at the appropriate rate, including overtime and other appropriate penalty rates.

#### **46.3 First aid training**

Where an Employer directs an Employee to attend First Aid training the Employer will bear the cost of the training. If such training is held outside the ordinary hours of work, the Employee will be entitled to receive payment for the minimum shift length specified in clause 24.3 or the actual time spent in attendance at such training, whichever is the greater. Such time spent in attendance will be paid at the appropriate rate, including overtime and other appropriate penalty rates.

### **47. Shutdown**

47.1 The Employer may temporarily close part or the whole of the hospital not more than once every 12 months for a period not exceeding three (3) weeks.

47.2 Where practicable, the Employer will give at least 2 months, but in any event no less than 6 weeks, notice of the dates of the closedown; all prospective Employees will be advised of any closedown in the letter offering them employment.

47.3 An Employee with an entitlement to annual leave to cover the closedown period will be required to access their accumulated annual leave for the period of the close down.

47.4 Where an Employee has an entitlement to annual leave which is less than the period of the closedown, the Employee will have to choose one of the following three options to cover the difference between their current annual leave entitlement and the length of the close down:

- (a) temporary reassignment to another part of the hospital or another Nexus Day Hospitals site (in such cases any additional travel would be reimbursed); or
- (b) take annual leave in advance; or
- (c) take leave without pay.

By mutual Agreement between the Employer and Employee, more than one of the options available under this clause 47.4 may be used to cover the difference between an Employee's current annual leave entitlement and the length of the closedown.

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

## Schedule A - Nursing Classification Definitions

### Progression through pay points

Progression for all classifications for which there is more than one pay point will be by annual movement to the next pay point, or in the case of a part-time or casual Employee at the specified hours in clause 17 having regard to the acquisition and use of skill described in the definitions contained in Schedule A — Classification Definitions and knowledge gained through experience in the practice settings over such a period.

### A.1 Assistant in Nursing

**Assistant in Nursing (“AIN”)** means an Employee who works under direct Supervision of a named and accessible Registered Nurse or an Enrolled Nurse and whose employment is solely to assist an RN or EN in the provision of nursing care to persons.

An Employee at this level is required to:

- Hold a Certificate III in Health Services Assistance (Assisting in Nursing Work in Acute Care) or equivalent
- demonstrate an understanding of standards required in the healthcare industry;
- demonstrate an understanding of, and complies with, the National Code of Conduct for Healthcare Workers.
  - exercise discretion and judgement within their level of skill and training;
  - assist Employees to undertake structured training.

Indicative tasks/skills of this level, may include but not be limited to:

- (a) input into patient needs, and care outcomes, based on observation to assist the registered nurse to assess, plan and evaluate care for individual, and groups of patients;
- (b) input into documentation using a variety of flow charts;
- (c) Input into orientation of staff as delegated by the registered nurse;
- (d) Data collection as required within skills, training and assessed competence;
- (e) Assist in delivery of nursing care under direct or indirect Supervision of a named and accessible Registered nurse or Enrolled Nurse.

### A.2 Nursing Care

Nursing care means:

- the autonomous and collaborative care of individuals of all ages, families, groups and communities, sick or well and in all settings.
- Nursing includes the promotion of health, prevention of illness, and the care of ill, disabled and dying people.
- Advocacy, promotion of a safe environment, research, participation in shaping health policy and in patient and health systems management, and education are also key nursing roles.



- any intervention or activity on a care plan that is provided by a registered nurse, enrolled nurse or assistant in nursing.
- carrying out activities which are directly related to the maintenance of a person's bodily needs where that person is unable to carry out those tasks for themselves; and/or
- assisting a registered nurse to carry out the work described in A.4.

### **A.3 Enrolled nurses**

#### **A.3.1 Enrolled nurse—pay point 1**

- (a) Pay point 1 refers to the pay point to which an enrolled nurse (EN) has been appointed.
- (b) An employee will be appointed based on training and experience including:
- having satisfactorily completed a hospital based course of training in nursing of not more than 12 months duration leading to enrolment as an EN; or
  - having satisfactorily completed a course of training of 12 months duration in a specified branch of nursing leading to enrolment on a register or roll maintained by the Nursing and Midwifery Board of Australia or its successor; and
  - having practical experience of up to but not more than 12 months in the provision of nursing care and/or services, and, the undertaking of in-service training, subject to its provision by the employing agency, from time to time.
- (c) Skill indicators
- The employee has limited or no practical experience of current situations; and
  - The employee exercises limited discretionary judgment, not yet developed by practical experience.

#### **A.3.2 Enrolled nurse—pay point 2**

- (a) Pay point 2 refers to the pay point to which an EN has been appointed.
- (b) An employee will be appointed to this pay point based on training and experience including:
- having satisfactorily completed a hospital based course of general training in nursing of more than 12 months duration and/or 500 hours or more theory content or a course accredited at advanced certificate, diploma or advanced diploma level leading to enrolment as an EN; or
  - not more than one further year of practical experience in the provision of nursing care and/or services in addition to the experience, skill and knowledge requirements specified for pay point 1; and
  - the undertaking of in-service training, subject to its provision by the employing agency, from time to time.

(c) Skill indicators

The employee is required to demonstrate some of the following in the performance of their work:

- a developing ability to recognise changes required in nursing activity and in consultation with the RN, implement and record such changes, as necessary;
- an ability to relate theoretical concepts to practice; and/or
- requiring assistance in complex situations and in determining priorities.

**A.3.3 Enrolled nurse—pay point 3**

(a) Pay point 3 refers to the pay point to which an EN has been appointed.

(b) An employee will be appointed to this pay point based on training and experience including:

- not more than one further year of practical experience in the provision of nursing care and/or services, in addition to the experience, skill and knowledge requirements specified for pay point 2; and
- the undertaking of in-service training, subject to its provision by the employing agency, from time to time.

(c) Skill indicators

The employee is required to demonstrate some of the following in the performance of their work:

- an ability to organise, practise and complete nursing functions in stable situations with limited direct supervision;
- observation and assessment skills to recognise and report deviations from stable conditions;
- flexibility in the capacity to undertake work across the broad range of nursing activity and/or competency in a specialised area of practice; and/or
- communication and interpersonal skills to assist in meeting psycho-social needs of individuals/groups.

**A.3.4 Enrolled nurse—pay point 4**

(a) Pay point 4 refers to the pay point to which an EN has been appointed.

(b) An employee will be appointed to this pay point based on training and experience including:

- not more than one further year of practical experience in the provision of nursing care and/or services in addition to the experience, skill and knowledge requirements specified for pay point 3; and
- the undertaking of in-service training, subject to its provision by the employing agency,

from time to time.

(c) Skill indicators

The employee is required to demonstrate some of the following in the performance of their work:

- speed and flexibility in accurate decision making;
- organisation of own workload and ability to set own priorities with minimal direct supervision;
- observation and assessment skills to recognise and report deviations from stable conditions across a broad range of patient and/or service needs; and/or
- communication and interpersonal skills to meet psychosocial needs of individual/groups.

**A.3.5 Enrolled nurse—pay point 5**

(a) Pay point 5 refers to the pay point to which an EN has been appointed.

(b) An employee will be appointed to this pay point based on training and experience including:

- not more than one further year of practical experience in the provision of nursing care and/or services in addition to the experience, skill and knowledge requirements specified for pay point 4; and
- the undertaking of relevant in-service training, subject to its provision by the employing agency, from time to time.

(c) Skill indicators

The employee is required to demonstrate some of the following in the performance of their work:

- contributes information in assisting the RN with development of nursing strategies/improvements within the employee's own practice setting and/or nursing team, as necessary;
- responds to situations in less stable and/or changed circumstances resulting in positive outcomes, with minimal direct supervision; and
- efficiency and sound judgment in identifying situations requiring assistance from an RN.

(a) Enrolled Nurse appears on the AHPRA Register of Practitioners as an Enrolled Nurse (Division 2)

The Enrolled Nurse demonstrates competence in the provision of patient-centred care as specified by the NMBA. An Enrolled Nurse provides clinically-focused care under the direct or indirect supervision of a registered nurse. At all times, the Enrolled Nurse retains responsibility for his/her actions and remains accountable in providing delegated nursing care.

(b) Skill indicators

The Employee is required to demonstrate the following in the performance of their work:

- an ability to recognise changes required in nursing activity and in consultation with the RN, implement and record such changes, as necessary;
- an ability to relate theoretical concepts to practice; and/or
- an ability to work in complex situations and in determining priorities in the delivery of nursing care within their scope of practice.
- an ability to organise, practise and complete nursing functions in stable situations with limited direct supervision;
- observation and assessment skills to recognise and report deviations from stable conditions;
- flexibility in the capacity to undertake work across the broad range of nursing activity and/or competency in a specialized area of practice; and/or
- communication and interpersonal skills to assist in meeting psycho-social needs of individuals/groups.
- deliver direct and indirect nursing care under supervision of a named and accessible registered nurse
- provision of education in basic nursing practice to Assistants in Nursing.
- act to support appropriate aspects of orientation for newly appointed Enrolled Nurses as requested.
- provide coordination within scope of practice to a team of Assistants in Nursing and support staff in the delivery of care to a group of patients in a defined work area
- contributes information in assisting the RN with development of nursing strategies/improvements within the Employee's own practice setting and/or nursing team, as necessary;
- responds to situations in less stable and/or changed circumstances resulting in positive outcomes, with minimal direct supervision; and
- efficiency and sound judgment in identifying situations requiring assistance from an RN
- provide coordination to a team of Assistant Nurses and support staff in the delivery of care to a group of patients in a defined work area.
- administer medications in accordance with scope of practice and regulatory requirements to patients who have not been assessed as competent to self-administer their medications

**A.4 Registered nurses**

**A.4.1 Registered Nurse—level 1 (RN1)**

An Employee at this level will obtain proficiency and qualifications necessary to perform work at this level. The Employee at this level will perform work in accordance with NMBA Registered Nurse Standards of Practice and will appear on the APHRA Register of Practitioners as a Registered Nurse (Division 1)

- (c) An Employee at this level performs their duties:
  - (i) according to their level of competence; and
  - (ii) under the general guidance of, or with general access to a more competent registered nurse (RN) who provides work related support and direction.
- (d) An Employee at this level is required to perform general nursing duties which include substantially, but are not confined to:
  - delivering direct and comprehensive nursing care and individual case management to patients within the practice setting;
  - coordinating services, including those of other disciplines or agencies, to individual patients within the practice setting;
  - providing education, counselling and group work services orientated towards the promotion of health status improvement of patients within the practice setting;
  - providing support, direction and education to newer or less experienced staff, including EN's, and student nurses within scope of practice as delegated from a higher level Registered Nurse;
  - accepting accountability for the Employee's own standards of nursing care and service delivery; and
  - participating in action research and policy development within the practice setting.

#### A.4.2 Registered nurse—CNS, CNE, RN Advanced Practice

An Employee at this level is required to:

- (a) appear on the APHRA Register of Practitioners as Registered Nurse (Division 1)
- (b) exercise discretion and decision making/responsibility within their level of skill and training;
- (c) demonstrate the effective application of standards required in the age care sector.

An Employee at this level may be an CNS, RN Advanced Practice, or CNE:

- (i) holds any other qualification required for working in the Employee's particular practice setting; and
- (ii) is appointed as such by a selection process or by reclassification from a lower level when the Employee is required to perform the duties detailed in this sub clause on a continuing basis.

In addition to the duties of an RN1, an Employee at this level is required, to perform duties delegated by a nurse in a higher classification.

Duties of a CNS, CNE, RN Advanced Practice nurse will substantially include, but are not confined to:

- delivering direct and comprehensive nursing care and individual case management to a specific group of patients in a particular area of nursing practice within the practice setting;
- providing support, direction, orientation and education to RN1's, EN's, student nurses and student EN's;

Being responsible for planning and coordinating services relating to a particular group of

patients in the practice setting, as delegated by a nurse in a higher classification.

- acting as a role model in the provision of holistic care to patients in the practice setting; and
- assisting in the management of action research projects and participating in quality assurance programs and policy development within the practice setting.

#### A.4.3 Registered nurse—Nurse Manager, Clinical Nurse Consultant or Nurse Educator

(a) An Employee at this level will perform work in accordance with NMBA Registered Nurse Standards of Practice as well as the following:

- (i) appear on the APHRA Register of Practitioners as a Registered Nurse (Division 1);
- (ii) holds any other qualification required for working in the Employee's particular practice setting; and
- (iii) is appointed as such by a selection process or by reclassification from a lower level when that the Employee is required to perform the duties detailed in this sub clause on a continuing basis.

An Employee at this level may also be known as a Clinical Nurse Consultant or Nurse Manager.

(b) In addition to the duties of an RN2, an Employee at this level will perform the following duties in accordance with practice settings and patient groups:

- (i) Duties of a Clinical Nurse consultant will substantially include, but are not confined to:
  - providing leadership and role modelling, in collaboration with others including the Nurse manager and the Nurse educator, particularly in the areas of action research and quality assurance programs;
  - staff and patient education;
  - staff selection, management, development and appraisal;
  - participating in policy development and implementation;
- acting as a consultant on request in the Employee's own area of proficiency; for the purpose of facilitating the provision of quality nursing care;
- delivering direct and comprehensive nursing care to a specific group of patients with complex nursing care needs, in a particular area of nursing practice within a practice setting;
- coordinating, and ensuring the maintenance of standards of the nursing care of a specific group or population of patients within a practice setting; and
- Coordinating or managing nursing or multidisciplinary service teams providing acute nursing and community services.
- (ii) Duties of a Nurse manager will substantially include, but are not confined to:
  - providing leadership and role modelling, in collaboration with others Including the Clinical nurse consultant and the Nurse educator, particularly

in the areas of action research and quality assurance programs;

- staff selection and education;
- allocation and rostering of staff;
- occupational health;
- initiation and evaluation of research related to staff and resource management;
- participating in policy development and implementation;
- acting as a consultant on request in the Employee's own area of proficiency (for the purpose of facilitating the provision of quality nursing care);
- being accountable for the management of human and material resources within a specified span of control, including the development and evaluation of staffing methodologies; and
- Managing financial matters, budget preparation and cost control in respect of nursing within that span of control.

(iii) Duties of a Nurse educator will substantially include, but are not confined to:

- providing leadership and role modelling, in collaboration with others including the Clinical nurse consultant and the Nurse manager, particularly in the areas of action research;
- implementation and evaluation of staff education and development programs;
- staff selection;
- implementation and evaluation of patient education programs;
- participating in policy development and implementation;
- acting as a consultant on request in the Employee's own area of proficiency (for the purpose of facilitating the provision of quality nursing care); and
- Being accountable for the assessment, planning, implementation and evaluation of nursing education and staff development programs for a specified population.

#### A.4.4

**Schedule B – Wages – Permanent Hourly**

<b>Classification</b>	<b>Nurses Award 2020 July 2022</b>	<b>Current Rate</b>	<b>Hourly rate from the first full pay period 7 days on or after approval by the Fair Work Commission (FWC) (1%)</b>	<b>Hourly rate from the first full pay period on or after 1st July 2023 (3%)</b>
Nursing Assistant 1st year	\$23.25	\$28.16	\$28.44	\$29.29
Nursing Assistant 2nd year and thereafter	\$23.99	\$29.10	\$29.39	\$30.27
Enrolled Nurse - Pay Point 1	\$25.22	\$30.52	\$30.82	\$31.75
Enrolled Nurse - Pay Point 2	\$25.55	\$30.92	\$31.22	\$32.16
Enrolled Nurse - Pay Point 3	\$25.89	\$31.33	\$31.64	\$32.59
Enrolled Nurse - Pay Point 4	\$26.27	\$31.79	\$32.10	\$33.07
Enrolled Nurse - Pay Point 5	\$26.53	\$32.10	\$32.42	\$33.39
Registered Nurse - Level 1 Pay Point 1	\$26.98	\$33.67	\$34.01	\$35.03
Registered Nurse - Level 1 Pay Point 2	\$27.53	\$35.50	\$35.86	\$36.93
Registered Nurse - Level 1 Pay Point 3	\$28.21	\$37.33	\$37.70	\$38.83
Registered Nurse - Level 1 Pay Point 4	\$28.96	\$39.30	\$39.69	\$40.88
Registered Nurse - Level 1 Pay Point 5	\$29.85	\$41.23	\$41.64	\$42.89
Registered Nurse - Level 1 Pay Point 6	\$30.71	\$43.19	\$43.62	\$44.93
Registered Nurse - Level 1 Pay Point 7	\$31.60	\$45.40	\$45.85	\$47.23
Registered Nurse - Level 1 Pay Point 8	\$32.42	\$47.29	\$47.76	\$49.20
Registered Nurse - Clinical Nurse Specialist/Educator/Advanced Practice - Grade 1	\$34.40	\$54.00	\$54.54	\$56.18
Registered Nurse - Clinical Nurse Specialist/Educator/Advanced Practice Grade 2	\$34.96	\$54.89	\$55.44	\$57.10
Nursing Unit Manager / CNC / NE Level 1 – Grade 1	\$36.75	\$61.56	\$62.18	\$64.04
Nursing Unit Manager / CNC / NE Level 2 – Grade 2	\$37.38	\$62.80	\$63.43	\$65.33
Nursing Unit Manager / CNC / NE Level 3 – Grade 3	\$38.06	\$63.94	\$64.58	\$66.52



**Schedule C - Allowances**

Item and Clause Number	Description	Current Allowance	Allowance rate from the first full pay period 7 days on or after approval by the Fair Work Commission (FWC) (1%)	Allowance rate from the first full pay period on or after 1st July 2023 (3%)
Item 1 20.4 (b)	Uniform Allowance	\$1.23 per shift or part thereof on duty or \$6.24 per week	As per the Nurses Award 2020	As per the Nurses Award 2020
Item 3 Clause 20.1	Overtime Meal Allowance (Nursing)	\$14.10	As per the Nurses Award 2020	As per the Nurses Award 2020
Item 4 Clause 20.1	Further Meal Allowance (Nursing)	\$12.71	As per the Nurses Award 2020	As per the Nurses Award 2020
Item 5 Clause 20.2	On-Call Allowance	\$24.09 per 24hours or part thereof	As per the Nurses Award 2020	As per the Nurses Award 2020
Item 6 Clause 20.2	On-Call (Saturday)	\$36.29 per 24hours or part thereof	As per the Nurses Award 2020	As per the Nurses Award 2020
Item 7 Clause 20.2	On-Call (Sun/PH)	\$42.34 per 24hours or part thereof	As per the Nurses Award 2020	As per the Nurses Award 2020


<b>Item and Clause Number</b>	<b>Description</b>	<b>Current Allowance</b>	<b>Allowance rate from the first full pay period 7 days on or after approval by the Fair Work Commission (FWC) (1%)</b>	<b>Allowance rate from the first full pay period on or after 1st July 2023 (3%)</b>
Item 8 Clause 20.3	Travel	0.92 centre per kilometre	As per the Nurses Award 2020	As per the Nurses Award 2020
Item 9 Clause 20.5(f)	Postgraduate Certificate	N/A	\$54.45 per week	\$56.09 Per week
Item 10 Clause 20.5(g)	Postgraduate Diploma	N/A	\$54.45 per week	\$56.09 per week
Item 11 Clause 20.5(g)	Postgraduate Degree	N/A	\$63.52 per week	\$65.44 per week
Item 12 Clause 20.5(h)	Masters/Doctorate (Nursing)	N/A	\$72.60 per week	\$74.78 per week

Signed for

Bondi Newco Pty Ltd trading as Bondi Junction Private Hospital (ABN 57 604 636 240)

Jasna Beerden  
Name

24 August 2023  
Date

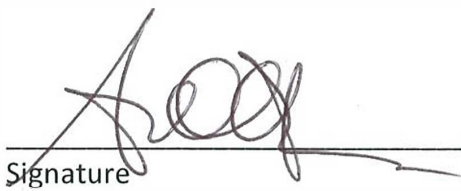
  
Signature

c/- Level 8, 601 Pacific Hwy  
St Leonards NSW 2065  
Address

Chief People and Culture Officer.  
Position

Scott Beel  
Witness Name

24/8/2023  
Date

  
Signature



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



.....  
WITNESS  
Michael Whaites  
50 O'Dea Ave, Waterloo

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