



DECISION

Fair Work Act 2009
s.185—Enterprise agreement

**St Vincent's Private Hospitals Ltd T/A St Vincent's Private Community
Hospital Griffith - Mater Hospital Sydney**
(AG2023/3414)

ST VINCENT'S PRIVATE HOSPITALS (NSW) NURSES AND MIDWIVES ENTERPRISE AGREEMENT 2022

Health and welfare services

DEPUTY PRESIDENT O'NEILL

MELBOURNE, 11 OCTOBER 2023

*Application for approval of the St Vincent's Private Hospitals (NSW) Nurses and Midwives
Enterprise Agreement 2022*

[1] An application has been made for approval of an enterprise agreement known as the *St Vincent's Private Hospitals (NSW) Nurses and Midwives Enterprise Agreement 2022* (the Agreement). The application was made pursuant to s.185 of the *Fair Work Act 2009* (the Act). It has been made by St Vincent's Private Hospitals Ltd T/A St Vincent's Private Community Hospital Griffith and Mater Hospital Sydney. The Agreement is a single enterprise agreement.

[2] The *Fair Work Legislation Amendment (Secure Jobs, Better Pay) Act 2022* (Cth) (Amending Act) made a number of changes to enterprise agreement approval processes in Part 2-4 of the Fair Work Act, that commenced operation on 6 June 2023.

[3] Under transitional arrangements, amendments made by Part 14 of Schedule 1 to the Amending Act in relation to *genuine agreement* requirements for agreement approval applications apply where the *notification time* for the agreement was on or after 6 June 2023. The genuine agreement provisions in Part 2-4 of the Fair Work Act, as it was just before 6 June 2023, continue to apply in relation to agreement approval applications where the notification time for the agreement was before 6 June 2023. The notification time for the Agreement was before 6 June 2023. The Agreement was made on or after 6 June 2023.

[4] The Employer has provided written undertakings. A copy of the undertakings is attached in Annexure A. I am satisfied that the undertakings will not cause financial detriment to any employee covered by the Agreement and that the undertakings will not result in substantial changes to the Agreement. The undertakings are taken to be a term of the agreement.

[5] Subject to the undertakings referred to above, I am satisfied that each of the requirements of ss.186, 187, 188 and 190 as are relevant to this application for approval have been met.

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

[7] The Agreement is approved and, in accordance with s.54 of the Act, will operate from 18 October 2023. The nominal expiry date of the Agreement is 31 December 2025.



DEPUTY PRESIDENT

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Annexure A

IN THE FAIR WORK COMMISSION

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

Matter number:

AG2023/3414

Employer:

St Vincent's Private Hospital Sydney

St Vincent's Private Hospitals Ltd

Application:

Section 185 – Application for approval of a single enterprise agreement, namely the *St Vincent's Private Hospitals (NSW) Nurses and Midwives Enterprise Agreement 2022*

Undertaking- Section 190


I, Anna Clarke, Director of Human Resources – Private Hospitals for St Vincent's Health Australia, give the following undertaking with respect to the *St Vincent's Private Hospitals (NSW) Nurses and Midwives Enterprise Agreement 2022* (the **Agreement**).

I have the authority given to me by St Vincent's Private Hospital Sydney and St Vincent's Private Hospitals Ltd to provide this undertaking in relation to the application before the Fair Work Commission.

Undertaking

1. Clause 12.3(vi)(a) of the Agreement will be replaced with the following in respect to the loading payable to casual AINs for ordinary weekend work, which is in addition to the ordinary rate and in lieu of all other penalty rates and the prescribed casual loading in subclause (ii) of clause 12.3:
 - a. 77% for ordinary work between midnight Friday and midnight Saturday; and
 - b. 106% for work between midnight Saturday and midnight Sunday.

This undertaking is provided on the basis of issues raised by the Fair Work Commission in the application before the Fair Work Commission.

Date signed:	11/10/23
For and on behalf of the Employers by: [In accordance with s.190(5) of the FW Act]	Anna Clarke
Signature:	

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

ST VINCENT'S PRIVATE HOSPITALS (NSW) NURSES AND MIDWIVES ENTERPRISE AGREEMENT 2022

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PART I – AGREEMENT

1. Name of the Agreement

This enterprise agreement will be known as and referred to as the St Vincent's Private Hospitals (NSW) Nurses and Midwives Enterprise Agreement 2022 ("the **Agreement**").

2. Coverage

This Agreement will cover:

- (i) St Vincent's Private Hospital Sydney, Victoria Street, Darlinghurst (ABN: 99 269 630 262) ("**Darlinghurst Hospital**"), St Vincent's Private Hospitals Limited operating as Mater Hospital Sydney (ABN 61 083 645 505) ("**Mater Hospital**") and St Vincent's Private Community Hospital Griffith (ABN 61 083 645 505) ("**Griffith Hospital**") (individually and collectively referred to as "the **Hospital**" or "the **Employer**" as the context requires);
- (ii) in accordance with the requirements of the Fair Work Act 2009 (Cth) ("the **Act**") the Australian Nursing and Midwifery Federation NSW Branch (ABN 63 398 164 405) ("the **Association**") located at 50 O'Dea Avenue, Waterloo, Sydney, New South Wales, 2017; and
- (iii) all nursing and midwifery staff employed by the Employer in the classifications contained in Appendix 1 of the Agreement ("**Employees**").

3. Date and Period of Operation

- (i) This Agreement shall commence operation from the 7th day after the Agreement is approved by the Fair Work Commission ("FWC") and will remain in place until 31 December 2025 or thereafter in accordance with the Act.
- (ii) Discussions for a new agreement shall commence 6 months before the nominal expiry date of this Agreement.

4. Scope of Agreement

Except as otherwise indicated herein, this Agreement sets out and is intended to set out comprehensively, all of the minimum terms and conditions of employment of the employees whose employment is subject to this Agreement.

5. Posting of the Agreement

A copy of this Agreement shall be made available on the Hospital Intranet so as to be easily accessible by all Employees.

6. Relationship to the NES

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.

7. Definitions

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

"Act" means the *Fair Work Act 2009* (Cth), as amended.

"Casual Employee" means a casual Employee in accordance with section 15A of the Act.

"Industry of Nursing" means the industry of persons engaged in New South Wales in the profession of nursing in private hospitals.

"Hospital" means a private hospital as defined by the *Private Health Facilities Act 2007* (NSW).

"Board" means the Nursing and Midwifery Board of Australia and shall also be taken to mean a reference to Australian Health Practitioner Regulation Agency as appropriate.

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

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

For the purpose of determining the year of experience for full-time, part time or casual employment, and subject to clause 8, a year of experience shall be 1976 hours of employment.

"Ordinary rate" means the hourly rate of pay (calculated as 1/38th of the applicable weekly rate set out in Schedule 1) payable to the Employee for their ordinary hours of work, as adjusted by clause 16, but does not include any loadings, penalties, allowances, overtime or any other separately identifiable amounts unless otherwise stated in this Agreement.

"Service" for the purpose of clause 16, Salaries, means service before or after the commencement of this Agreement in New South Wales or elsewhere as a registered nurse, provided that all service recognised prior to the commencement of this Agreement shall continue to be recognised.

To the foregoing shall be added any actual periods on and from January 1971 during which a registered nurse undertook a Diploma, Associate Diploma, Undergraduate or Postgraduate qualification in Nursing that is relevant to the Employee's speciality or position and recognised by the Australian Qualification Framework (AQF).

For the purpose of determining the year of service for full-time, part time or casual employment for the purpose of clause 16, Salaries, and subject to clause 8, a **"year of service"** shall be 1976 hours of employment.

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

"Association" means the New South Wales Nurses and Midwives' Association (NSWNMA) and the Australian Nursing and Midwifery Federation (ANMF) NSW Branch.

"Immediate family" of an Employee means:

- (i) a spouse, de facto partner, child, parent, grandparent, grandchild or sibling of the Employee; or
- (ii) a child, parent, grandparent, grandchild or sibling of a spouse or de facto partner of the Employee.
- (iii) spouse includes a former spouse.
- (iv) de facto partner of an Employee:
 - (a) means a person who, although not legally married to the Employee, lives with the Employee in a relationship as a couple on a genuine domestic basis (whether the Employee and the person are of the same sex or different sexes); and
 - (b) includes a former de facto partner of the Employee.

"Average Occupied Beds" means calculating the adjusted daily average of occupied beds of a hospital, each newly born baby shall count as one half patient and 700 outpatients per annum shall count as one occupied bed. The average shall be taken for the twelve months ended on the 30 June in each and every year and such average shall relate to the salary of the succeeding year.

8. Recognition of Service and Experience, and Progression

- (i) General
 - (a) The Employer shall notify each nurse in writing of the requirements of this clause 8(i) at the time of the nurse's commencement of employment. If the Employer does not so notify the nurse then the requirements of this clause shall not commence until the Employer does so notify the nurse.
 - (b) From the time of commencement of employment the nurse has 3 months in which to provide documentary evidence to their Employer detailing any other 'service' or 'experience', as defined in Clause 7, Definitions, not disclosed at the time of commencement. This evidence, in the absence of other documentary evidence may take the form of a statutory declaration.
 - (c) Until such time as the nurse furnishes any such documentation contemplated in (b) above the Employer shall pay the nurse at the level for which documentary evidence has been provided.
 - (d) If within 3 months of commencing employment a nurse does provide documentary evidence of other previous service or experience not disclosed at the time of commencement, the Employer shall pay the nurse at the appropriate rate as and from the date of commencement that would have been paid from that date had the additional evidence been provided at that time.
 - (e) If a nurse provides documentary evidence of other previous service or experience not disclosed at the time of commencement after the said 3 months period, the nurse shall be paid a rate appropriate for the previous service or experience then proved but only from the date of providing that evidence to the Employer.
 - (f) A nurse who is working as a nurse for more than one organisation shall notify the Employer within one month of the end of each quarter of their hours of service or experience, as appropriate, worked with those other employers in the last quarter.

- (g) A nurse who is entitled to progress to the next year of service or experience (by reason of hours worked with other employers) as and from a particular date must provide documentary evidence of that entitlement within 3 months of that entitlement arising. If that proof is so provided the nurse shall be paid at the higher rate as and from the particular date. If the documentary evidence is provided outside that 3 month period the nurse shall be paid at the higher rate only from the date of proof.
- (ii) Progression
- (a) For the purposes of progression between years of service / experience / levels within classifications for which there is more than one year of service / year of experience / year level (other than the Nurse / Midwifery Unit Manager, Clinical Nurse Consultant, Clinical Nurse / Midwife Specialist and Nurse Educator (beyond Year 3) classifications – refer to Appendix 1), and subject to clause 8(i) above, Employees will progress to the next year of service / experience / level within the same classification on completion of 1976 hours of service and a minimum of 12 months at their current year of service / experience / level. For example, a full-time, part-time or casual Employee classified as a Registered Nurse / Midwife Year 2 will progress to Year 3 upon completion of 1976 hours of service and a minimum of 12 months at Year 2.
 - (b) Level 8 is the maximum progression for a Registered Nurse / Midwife at the Mater Hospital and Griffith Hospital. There is no automatic progression to Level 8A which is a special grade applying only to Mater Hospital and Griffith Hospital Employees who are, immediately prior to the first full pay period on or after 1 July 2025, classified as a Registered Nurse / Midwife Level 7.
 - (c) This clause (ii) applies to all Employees, provided that until the first full pay period commencing on or after 1 July 2025, clause (iii) below will apply to Mater Hospital Employees and Griffith Hospital Employees to the extent of any inconsistency with this clause (ii).
- (iii) Progression (Mater Hospital Employees and Griffith Hospital Employees only)
- (a) The following provisions apply only to Mater Hospital Employees and Griffith Hospital Employees from the commencement of operation of this Agreement, and will cease to apply from the first full pay period commencing on or after 1 July 2025.
 - (b) Progression: Registered Nurses / Midwives
 - (1) New Graduate Registered Nurse / Midwife means a Registered Nurse / Midwife who has less than 1976 ordinary hours of service.
 - (2) Senior Graduate Registered Nurse / Midwife means a Registered Nurse / Midwife who has completed a minimum of 1976 hours and twelve (12) months clinical experience as at the New Graduate Nurse level, or has equivalent experience acceptable to the Employer.
 - (3) Registered Nurse / Midwife Level 3 means a Registered Nurse / Midwife who is in their third year of service and has completed the equivalent of two (2) years full time clinical experience (i.e. 1976 ordinary hours in each twelve month period).
 - (4) Registered Nurse / Midwife Level 4 means a Registered Nurse / Midwife in their fourth year of service, who meets the requirements of a Registered Nurse / Midwife Level 3, and has completed 960 hours with a minimum of twelve (12) months clinical experience at the Registered Nurse / Midwife Level 3.

- (5) Registered Nurse / Midwife Level 5 means a Registered Nurse / Midwife who is in their fifth year of service, who meets the requirements of a Registered Nurse / Midwife Level 4 and has completed 960 hours with a minimum of twelve (12) months clinical experience at the Registered Nurse / Midwife Level 4.
- (6) Registered Nurse Level / Midwife 6 means a Registered Nurse / Midwife who is in their seventh year of service, who meets the requirements of a Registered Nurses / Midwives Level 5, and has completed 1920 hours and a minimum of twenty four (24) months clinical experience (i.e. 960 hours in each twelve month period) at the Registered Nurse / Midwife Level 5.
- (7) Registered Nurse / Midwife Level 7 means a Registered Nurse / Midwife who has attained Level 7 through the Accelerated Progression program prior to 31 December 2014.

(c) Progression: Enrolled Nurses

- (1) Enrolled Nurse Level 1: Employees will commence as Enrolled Nurses Level 1 and will be required to:
 - complete a minimum of 1976 hrs and twelve (12) months of service in their first year; and
 - not less than 960 hours with a minimum of twelve (12) months in their second year of service.
- (2) Enrolled Nurse Level 2: Employees who have completed the requirements of an Enrolled Nurse Level 1, or has equivalent experience acceptable to the Employer, will progress to Enrolled Nurses Level 2 and will be:
 - in their third year of service; and
 - contracted to work not less than 960 hours for a minimum of twelve (12) months of service;

or

 - a Medication Endorsed Nurse in their first year of service; and
 - contracted to work not less than 1976 ordinary hours for a minimum of twelve (12) months of service.
- (3) Enrolled Nurse Level 3: Employees who has completed the requirements of an Enrolled Nurse Level 2, or have equivalent experience acceptable to the employer, will progress to Enrolled Nurse Level 3 and will be:
 - in their fourth year of service and;
 - contracted to work not less than 1976 ordinary hours for a minimum of twelve (12) months of service;

or

 - a Medication Endorsed Nurse in their third year of Service; and
 - contracted to work not less than 1976 ordinary hours for a minimum of twelve (12) months of service.
- (4) Enrolled Nurse Level 4: Employees who have completed the requirements of an Enrolled Nurse Level 3, or have equivalent experience acceptable to the employer, and:
 - is a Medication Endorsed Nurse in their fourth year of Service; and

- is contracted to work not less than 1976 ordinary hours for a minimum of twelve (12) months of service.
- (5) Enrolled Nurse Level 5: An Enrolled Nurse Level 5 means an Enrolled Nurse who:
- has completed their Special Grade Certificate; and
 - is contracted to work not less than 960 hours for a minimum of twelve (12) months; and
 - is appointed as an Enrolled Nurse Special Grade.

PART II – GENERAL TERMS

9. Agreement Flexibility

- (i) The Employer and an Employee covered by this Agreement may agree to make an individual flexibility arrangement to vary the effect of terms of the agreement where:
- (a) the Agreement deals with 1 or more of the following matters:
 - (1) arrangements about when work is performed in relation to the timing of breaks and time off in lieu of overtime;
 - (2) the simplification of allowances and the inclusion of allowances in the ordinary rate; and
 - (3) the inclusion of leave loading in the ordinary rate,
 - (b) the arrangement meets the genuine needs of the employer and Employee in relation to 1 or more of the matters mentioned in paragraph (a); and
 - (c) The Employer and the individual Employee must have genuinely made the agreement without coercion or duress.
- (ii) The Employer must ensure that the terms of the individual flexibility arrangement:
- (a) are about permitted matters under section 172 of the Act; and
 - (b) are not unlawful terms under section 194 of the Act; and
 - (c) result in the Employee being better off overall than the Employee would be if no arrangement was made.
- (iii) The Employer must ensure that the individual flexibility arrangement:
- (a) is in writing; and
 - (b) includes the name of the Employer and Employee; and
 - (c) is signed by the Employer and Employee and if the Employee is under 18 years of age, signed by a parent or guardian of the Employee; and
 - (d) includes details of:
 - (1) the terms of the enterprise agreement that will be varied by the arrangement; and
 - (2) how the arrangement will vary the effect of the terms; and
 - (3) how the Employee will be better off overall in relation to the terms and conditions of their employment as a result of the arrangement; and
 - (e) states the day on which the arrangement commences.

- (iv) The Employer must give the Employee a copy of the individual flexibility arrangement within 14 days after it is agreed to.
- (v) The Employer or Employee may terminate the individual flexibility arrangement:
 - (a) by giving no more than 28 days written notice to the other party to the arrangement; or
 - (b) if the Employer and Employee agree in writing — at any time.

10. Resolution of Disputes

- (i) All parties must use their best endeavours to cooperate in order to avoid any grievances and/or disputes. A dispute may be about any matter.
- (ii) Where a dispute relating to any employment matter including the NES and any matters under this Agreement, arises in the Hospital regardless of whether it relates to an individual nurse or to a group of nurses, the dispute must be discussed in the first instance by the nurse(s) (or the Association or another workplace representative on behalf of the nurse(s) if the nurse(s) so request(s)) and the immediate supervisor of that nurse(s).
- (iii) If the dispute is not resolved within a reasonable time, it must be referred by the nurse(s)' immediate supervisor to more senior levels of management of the Hospital as appropriate. Discussions at this level must take place and be concluded within 2 working days of referral or such extended period as may be agreed.
- (iv) A party to the dispute may appoint another person, organisation or association, which may be the Association in the case of an Employee, to accompany or represent them in relation to the dispute.
- (v) If a dispute in relation to a matter arising under the Agreement or the NES is unable to be resolved at the workplace, and all agreed steps for resolving it have been taken, the dispute may be referred to the Fair Work Commission (FWC) for resolution by conciliation and, where the matter in dispute remains unresolved, arbitration.
- (vi) It is a term of this Agreement that while the dispute resolution procedure is being conducted work shall continue according to the custom and practice before the dispute arose unless an Employee has a reasonable concern about an imminent risk to their health or safety.
- (vii) If arbitration is necessary the FWC may exercise the procedural powers in relation to hearings, witnesses, evidence and submissions which are necessary to make the arbitration effective.
- (viii) The steps in subclauses (ii) and (iii) above shall take place within a reasonable time.

11. Consultation Regarding Change

- (i) This term applies if the Employer:
 - (a) has made a definite decision to introduce a major change to production, program, organisation, structure or technology in relation to its enterprise that is likely to have a significant effect on the Employees; or
 - (b) proposes to introduce a change to the regular roster or ordinary hours of work of Employees.

Major change

- (ii) For a major change referred to in paragraph (i)(a):
 - (a) the Employer must notify the relevant Employees of the decision to introduce the major change; and
 - (b) subclauses (iii) to (ix) apply.
- (iii) The relevant Employees may appoint a representative for the purposes of the procedures in this term.
- (iv) If:
 - (a) a relevant Employee appoints, or relevant Employees appoint, a representative for the purposes of consultation; and
 - (b) the Employee or Employees advise the Employer of the identity of the representative;
the Employer must recognise the representative.
- (v) As soon as practicable after making its decision, the Employer must:
 - (a) discuss with the relevant Employees:
 - (1) the introduction of the change; and
 - (2) the effect the change is likely to have on the Employees; and
 - (3) measures the Employer is taking to avert or mitigate the adverse effect of the change on the Employees; and
 - (b) for the purposes of the discussion--provide, in writing, to the relevant Employees:
 - (1) all relevant information about the change including the nature of the change proposed; and
 - (2) information about the expected effects of the change on the Employees; and
 - (3) any other matters likely to affect the Employees.
- (vi) However, the Employer is not required to disclose confidential or commercially sensitive information to the relevant Employees.
- (vii) The Employer must give prompt and genuine consideration to matters raised about the major change by the relevant Employees.
- (viii) If a term in this Agreement provides for a major change to production, program, organisation, structure or technology in relation to the enterprise of the Employer, the requirements set out in paragraph (ii)(a) and subclauses (iii) and (v) are taken not to apply.
- (ix) In this term, a major change is **likely to have a significant effect on Employees** if it results in:
 - (a) the termination of the employment of Employees; or

- (b) major change to the composition, operation or size of the Employer's workforce or to the skills required of Employees; or
- (c) the elimination or diminution of job opportunities (including opportunities for promotion or tenure); or
- (d) the alteration of hours of work; or
- (e) the need to retrain Employees; or
- (f) the need to relocate Employees to another workplace; or
- (g) the restructuring of jobs.

Change to regular roster or ordinary hours of work

- (x) For a change referred to in paragraph (i)(b):
 - (a) the Employer must notify the relevant Employees of the proposed change; and
 - (b) subclauses (xi) to (xv) apply.
- (xi) The relevant Employees may appoint a representative for the purposes of the procedures in this term.
- (xii) If:
 - (a) a relevant Employee appoints, or relevant Employees appoint, a representative for the purposes of consultation; and
 - (b) the Employee or Employees advise the Employer of the identity of the representative;
 the Employer must recognise the representative.
- (xiii) As soon as practicable after proposing to introduce the change, the Employer must:
 - (a) discuss with the relevant Employees the introduction of the change; and
 - (b) for the purposes of the discussion--provide to the relevant Employees:
 - (1) all relevant information about the change, including the nature of the change; and
 - (2) information about what the Employer reasonably believes will be the effects of the change on the Employees; and
 - (3) information about any other matters that the Employer reasonably believes are likely to affect the Employees; and
 - (c) invite the relevant Employees to give their views about the impact of the change (including any impact in relation to their family or caring responsibilities).

- (xiv) However, the Employer is not required to disclose confidential or commercially sensitive information to the relevant Employees.
- (xv) The Employer must give prompt and genuine consideration to matters raised about the change by the relevant Employees.
- (xvi) In this term, "**relevant Employees**" means the Employees who may be affected by a change referred to in subclause (i).

PART III – EMPLOYMENT MATTERS

12. Full-Time, Part-Time and Casual Employees

12.1 Full-time Employees

- (i) A full-time Employee is one who is employed to work a full week of 38 hours, or an average of 38 hours per week in accordance with a roster and the arrangements set out in clauses 25(i) (for day workers) and 25(ii) (for shift workers).

12.2 Part-time Employees

- (i)
 - (a) A part-time Employee is one who is permanently appointed by the Employer to work a specified number of hours which are less than those prescribed for a full-time Employee, to be worked in accordance with a roster. Before commencing part-time employment, the Employer and Employee will agree in writing on the specified number of hours.
 - (b) By agreement between the Employer and Employee, the specified number of hours may be balanced over a week, a fortnight or 4 weeks.
 - (c) An Employee whose hours are averaged over 4 weeks shall be paid each week or fortnight according to the Employee's average weekly or fortnightly hours as is appropriate.
 - (d) Provided further that there shall be no interruption to the continuity of employment merely by reason of an Employee whose hours are balanced over a fortnight or over 4 weeks not working in any one week in accordance with paragraph (b).
- (ii) Part time Employees shall be paid an hourly rate calculated on the ordinary rate and, where applicable, one thirty-eighth of the appropriate allowance or allowances prescribed by Clause 17, Special Allowances, of this Agreement, with a minimum payment of 4 hours for each ordinary start (excluding attendances at compulsory meetings and mandatory training (clause 42)), and, where applicable, one thirty-eighth of the appropriate allowances prescribed by Clause 20, Uniform and Laundry Allowances of this Agreement, but shall not be entitled to an additional day off or part thereof, as prescribed by subclauses (iii) and (v) of Clause 25, Hours of Work and Free Time of Employees.

- (iii) Part-time Employees shall be entitled to all other benefits of this Agreement not otherwise expressly provided for herein in the same proportion as their ordinary hours of work bear to full-time hours, unless stated otherwise.
- (iv) Where the Employee is regularly working more than their specified contract hours they may request that their contracted hours are reviewed by their Manager. The Manager will formally respond to the request by the Employee stated the reasons if the request is not agreed to. The Manager will not unreasonably reject the request. The Manager will also take into account that the hours worked in the following circumstances will not be incorporated to any adjustment made:
 - (1) if the increase in hours is as a direct result of an Employee being absent on leave, such as for example, annual leave, long service leave, maternity leave, workers compensation; and
 - (2) if the increase in hours is due to a temporary increase in hours only due, for example, to the specific needs of the organisation.
- (v) Any adjusted contracted hours resulting from a review by the Employer under subclause (iv) should however, be such as to readily reflect roster cycles and shift configuration utilised at the workplace.

12.3 Casual Employees

- (i) A casual Employee is one engaged on an hourly basis otherwise than as a part-time or full-time Employee.
- (ii) A casual Employee shall be paid an hourly rate calculated on the basis of the ordinary rate and where applicable one thirty-eighth of the appropriate allowance or allowances prescribed by Clause 17, Special Allowances, of this Agreement plus a casual loading of 25 per cent thereof, with a minimum payment of 4 hours for each ordinary start (excluding attendances at compulsory meetings and mandatory training (clause 42)), and, where applicable, one thirty-eighth of the appropriate allowances prescribed by Clause 20, Uniform and Laundry Allowances, of this Agreement.
- (iii) A casual Employee who works ordinary hours in accordance with clause 27 of the Agreement thereby entitling the Employee to payment of applicable shift penalties (excluding weekend and public holiday work), will be entitled to payment of the casual loading in addition to the shift penalties.
- (iv) With respect to a casual Employee the provisions of Clause 26 Rosters, Clause 29 Annual Leave and Public Holidays, and subclauses (i) to (vii) inclusive of Clause 18, Fares, Expenses and Parking of this Agreement, shall not apply. Further, casual Employees shall not be entitled to an additional day off or part thereof as prescribed by subclauses (iii) and (v) of Clause 25, Hours of Work and Free Time of Employees.
- (v) A casual Employee who is required to and does work on a public holiday as defined in subclauses (iii) and (iv) of Clause 29, Annual leave and Public Holidays, shall be paid for the time actually worked at the rate of double time and one-half the ordinary rate, such payment being in lieu of weekend or shift allowances which would otherwise be payable had the day not been a public holiday provided that a casual Employee shall not be entitled to be paid in addition the casual loading prescribed in subclause (ii) of 12.3 in respect of such work.
- (vi) For ordinary weekend work, casual Employees shall in lieu of all other penalty rates and the prescribed casual loading in subclause (ii), receive the following loadings, in addition to the ordinary rate:

(a) Casual AINs:

- (1) 66% for work between midnight Friday and midnight Saturday;
- (2) 93% for work between midnight Saturday and midnight Sunday.

(b) All other casuals:

- (1) 58.3% for work between midnight Friday and midnight Saturday;
- (2) 83.3% for work between midnight Saturday and midnight Sunday.

- (vii) For the entitlement to payment in respect of long service leave for casual Employees, see the *Long Service Leave Act 1955 (NSW)*.

13. Secure Employment

13.1 Objective of this Clause

The objective of this clause is for the Employer to take all reasonable steps to provide its Employees with secure employment by maximising the number of permanent positions in the Employer's workforce, in particular by ensuring that casual Employees have an opportunity to elect to become full-time or part-time Employees.

13.2 Casual Conversion

- (i) A casual Employee may have a pathway to permanent employment in accordance with the NES. In accordance with the NES, unless there are reasonable grounds not to do so, the Employer must make an offer to a casual Employee under this subclause if:
 - (a) the Employee has been employed by the Employer for a period of at least 12 months beginning the day the employment started; and
 - (b) during at least the last 6 months of that period, the Employee has worked a regular pattern of hours on an ongoing basis which, without significant adjustment, the Employee could continue to work as a full-time or a part-time Employee (as the case may be).
- (ii) A casual Employee who, for a period of 6 months ending the day the request is given, has worked a regular pattern of hours on an ongoing basis which, without significant adjustment, they could continue to work as a full-time or a part-time Employee (as the case may be), is also able to request in writing that their Employer convert their employment to full or part time (permanent), subject to the requirements of section 66F(1)(c) of the Act also being met.
- (iii) Any dispute over the application of the NES casual conversion provisions may be dealt with in accordance with Clause 10, Resolution of Disputes, in this Agreement.
- (iv) The further details of casual conversion will be in accordance with the NES.

14. Termination of Employment

Notice of termination by the Employer

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

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

- (ii) In addition to this notice, where the Employee is over 45 years of age at the time of the giving of the notice with not less than two years continuous service, they will be entitled to an additional week's notice.
- (iii) Payment in lieu of the notice will be made if the appropriate notice period is not required to be worked. Provided that employment may be terminated by the Employer by providing part of the period of notice specified and payment in lieu of the remainder of the period of notice.
- (iv) In calculating any payment in lieu of notice, the wages the Employee would have received in respect of the ordinary time they would have worked during the period of notice had their employment not been terminated will be used.
- (v) The period of notice in this Clause shall not apply in the case of dismissal for serious misconduct, or in the case of casual Employees or Employees engaged for a specific period of time or for a specific task or tasks.
- (vi) Notice of termination by the Employee
- (a) The notice of termination required to be given by the Employee is the same as that required of the Employer except that there is no requirement on the Employee to give additional notice based on the age of the Employee concerned.
- (b) If an Employee does not give the period of notice required under subclause (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. If the Employer has agreed to a shorter period of notice than that required under subclause (a), then no deduction will be made under subclause (b).
- (c) If the Employer has agreed to a shorter period of notice than that required under subclause (a), then no deduction can be made under subclause (b).
- (d) Any deduction made under paragraph (b) must not be unreasonable in the circumstances.

15. Redundancy

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

Transfer to lower paid duties

- (ii) Where an Employee is transferred to lower paid duties by reason of redundancy the Employee shall be entitled to the same period of notice of transfer as they would be entitled to if their employment had been terminated, and the Employer may at the Employer's option, make payment in lieu thereof of an amount equal to the difference between the former ordinary rate and the new lower ordinary rate for the number of weeks' notice still owing.

Severance pay

- (iii) Where the Employer has made a definite decision to terminate the Employee's employment by reason of redundancy, the Employee will be paid, in addition to the period of notice prescribed for termination, the following amount of severance pay in respect of a period of continuous service:

- (a) If an Employee is under 45 years of age, the Employer shall pay in accordance with the following scale:

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

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

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

Definitions

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

Notice for Technological Change

- (v) This subclause sets out the notice provisions to be applied to terminations by the Hospital for reasons of redundancy arising from "technology" in accordance with Clause 15, subclause (iii) of this clause.
 - (a) In order to terminate the employment of an Employee the Hospital shall give to the Employee 3 months' notice of termination.
 - (b) Payment in lieu of the notice above shall be made if the appropriate notice period is not given. Provided that employment may be terminated by part of the period of notice specified and part payment in lieu thereof.
 - (c) The period of notice required by this subclause to be given shall be deemed to be service with the Hospital for the purposes of the *Long Service Leave Act 1955* (NSW) (as varied or replaced) and the Act.

Employee Leaving During Notice Period

- (vi) An Employee whose employment is terminated by reason of redundancy may terminate their employment during the period of notice and, if so, shall be entitled to the same benefits and payments under this clause had they remained with the Employer until the expiry of such notice. Provided in such circumstances the Employee shall not be entitled to payment in lieu of the remaining period of notice.

Alternative Employment

- (vii) Subject to an application by the Employer and further order of the Fair Work Commission, the Employer may pay a lesser amount (or no amount) of severance pay than that contained in paragraph (iii) of this subclause if the Employer obtains acceptable alternative employment for an Employee.
- (viii) For the avoidance of doubt, the provisions of section 122 of the Act will apply in relation to transfer of employment situations.

Time off Period of Notice

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

Statement of Employment

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

Notice to Centrelink

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

Centrelink Separation Certificate

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

Employees with Less Than One Year's Continuous Service

- (xv) Clause (iii) does not apply to Employees with less than one year's continuous service.

Employees Exempted

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

PART IV – PAYMENT

16. Salaries

- (i) The minimum salaries per week (for full-time Employees) shall be as set out in Table 1 of Schedule 1 for Darlinghurst Hospital Employees, and in Table 2 of Schedule 1 for Mater Hospital and Griffith Hospital Employees.
- (ii) The salaries set out in Table 1 of Schedule 1 for Darlinghurst Hospital Employees, and in Table 2 of Schedule 1 for Mater Hospital and Griffith Hospital Employees reflect the following salary increases:
 - (a) 4.00% from the first full pay period commencing on or after 1 July 2023;
 - (b) 4.00% from the first full pay period commencing on or after 1 July 2024;
 - (c) 3.00% from the first full pay period commencing on or after 1 July 2025.
- (iii) Employees employed by the Darlinghurst Hospital on or before 27 May 2005 shall be paid the allowances set out in Table 3 (Darlinghurst Allowance) of Schedule 1. This is calculated at 2.5% of the total weekly rate (pro-rata for part-time Employees based on their hours worked), and is in addition to the salaries prescribed in (ii) above. Such allowance shall continue to be paid whilst the Employee remains employed by the Darlinghurst Hospital, and will be paid for all purposes unless the Employee's salary was progressed under the accelerated progression program set out in the former Darlinghurst Hospital's Magnet Professional Practice Program.
- (iv) Employees employed by the Darlinghurst Hospital after 27 May 2005 will be paid the weekly rates (pro-rata for non full-time Employees) set out in Table 1 of Schedule 1, but shall not be paid the Darlinghurst Allowance set out in Table 3 of Schedule 1.
- (v) In relation to the salaries of Deputy Director of Nursing and Director of Nursing, "beds" means adjusted daily average of occupied beds.

17. Special Allowances

(i) In charge

- (a) A registered nurse in charge during the day, evening or night of a Hospital having a daily average of occupied beds of less than 100 will be paid, in addition to their appropriate salary, whilst so in charge, the sum set out in Item 5 of Table 4 of Schedule 1 for Darlinghurst Hospital Employees, and in Item 2 of Table 5 of Schedule 1 for Mater Hospital and Griffith Hospital Employees, per such shift in charge. Provided further that this allowance will apply to Mater Hospital and Griffith Hospital Employees from the date of operation of this Agreement, and to Darlinghurst Hospital from the first full pay period commencing on or after 1 July 2025.
- (b) A registered nurse in charge during the day, evening or night of a Hospital having a daily average of occupied beds of 100 or more will be paid, in addition to their appropriate salary, whilst so in charge, the sum set out in Item 1 of Table 4 of Schedule 1 for Darlinghurst Hospital Employees, and in Item 4 of Table 5 of Schedule 1 for Mater Hospital and Griffith Hospital Employees, per such shift in charge. Provided further that this allowance will apply to Darlinghurst Hospital Employees from the date of operation of this Agreement, and to Mater Hospital and Griffith Hospital Employees from the first full pay period commencing on or after 1 July 2025.
- (c) A registered nurse who is designated to be in charge of a ward or unit in the absence of the Nursing Unit Manager and who is also designated to be in charge of the Hospital during the day, evening or night on the same shift where the Hospital has a daily average of occupied beds of less than 100 will be paid, in addition to their appropriate salary, whilst so in charge, the sum set out in Item 4 of Table 4 of Schedule 1 for Darlinghurst Hospital Employees, and in Item 3 of Table 5 of Schedule 1 for Mater Hospital and Griffith Hospital Employees, per such shift in charge. Provided further that this allowance will apply to Mater Hospital and Griffith Hospital Employees from the date of operation of this Agreement, and to Darlinghurst Hospital from the first full pay period commencing on or after 1 July 2025.
- (d) A registered nurse who is designated to be in charge of a ward or unit in the absence of the Nursing Unit Manager and who is also designated to be in charge of the Hospital during the day, evening or night on the same shift where the Hospital has a daily average of occupied beds of 100 or more will be paid, in addition to their appropriate salary, whilst so in charge, the sum set out in Item 3 of Table 4 of Schedule 1 for Darlinghurst Hospital Employees, and in Item 5 of Table 5 of Schedule 1 for Mater Hospital and Griffith Hospital Employees, per such shift in charge. Provided further that this allowance will apply to Darlinghurst Hospital Employees from the date of operation of this Agreement, and to Mater Hospital and Griffith Hospital Employees from the first full pay period commencing on or after 1 July 2025.
- (e) A registered nurse in charge of a shift in a ward or unit during the day, evening or night in the absence of the Nursing Unit Manager will be paid, in addition to their appropriate salary, whilst so in charge, the sum set out in Item 2 of Table 4 of Schedule 1 for Darlinghurst Hospital Employees, and in Item 1 of Table 5 of Schedule 1 for Mater Hospital and Griffith Hospital Employees, per such shift in charge. This subclause will only apply where the registered nurse is in charge of one or more other nurses in the ward or unit in question.
- (f) This subclause 17(i) will not apply to registered nurses holding classified positions of a higher grade than that of a Clinical Nurse Specialist / Clinical Midwife Specialist.

(ii) On call

- (a) The following provisions apply to Darlinghurst Hospital Employees from the commencement of operation of this Agreement, and will apply to Mater Hospital Employees and Griffith Hospital Employees from the first full pay period commencing on or after 1 July 2025:
- (1) An Employee required by the Employer to be on call otherwise than as provided for in paragraphs (ii)(a)(2) and (ii)(a)(3) will be paid the sum set out in Item 6 of Table 4 of Schedule 1 for Darlinghurst Hospital Employees, and in Item 11 of Table 5 of Schedule 1 for Mater Hospital and Griffith Hospital Employees, for each period of 24 hours or part thereof provided that only one allowance shall be payable in any period of 24 hours.
 - (2) An Employee required to be on call on rostered days off in accordance with subclause (xv)(b) of Clause 25 of the Agreement, will be paid a minimum of the sum set out in Item 7 of Table 4 of Schedule 1 for Darlinghurst Hospital Employees, and in Item 12 of Table 5 of Schedule 1 for Mater Hospital and Griffith Hospital Employees, provided that, if the Employee is required to remain on call for in excess of 14 hours, the Employee shall be paid an additional sum as set out in Item 8 of Table 4 of Schedule 1 for Darlinghurst Hospital Employees, and in Item 13 of Table 5 of Schedule 1 for Mater Hospital and Griffith Hospital Employees for each additional hour (or part thereof) whilst on call.

Once an Employee has been on call for more than 24 hours, any further period of on call on rostered days off shall be treated as a new on call event (i.e. the minimum payment set out in Item 7 of Table 4 of Schedule 1 for Darlinghurst Hospital Employees, and in Item 12 of Table 5 of Schedule 1 for Mater Hospital and Griffith Hospital Employees, is payable).
 - (3) An Employee who is directed to remain on call during a meal break will be paid the sum set out in Item 9 of Table 4 of Schedule 1 for Darlinghurst Hospital Employees, and in Item 14 of Table 5 of Schedule 1 for Mater Hospital and Griffith Hospital Employees, provided that no allowance will be paid if, during a period of on call, the Employee is entitled to receive the allowance prescribed in (ii)(a)(1) above. If an Employee is recalled to duty during such meal break, they will be paid at overtime rates for the total period of the meal break.
- (b) The following provisions apply to Mater Hospital Employees and Griffith Hospital Employees from the commencement of operation of this Agreement, and will cease to apply from the first full pay period commencing on or after 1 July 2025:
- (1) An Employee required by their Employer to be on call otherwise than on a rostered day off as provided in paragraphs (ii)(b)(2) and (ii)(b)(3) shall be paid the amount set out in Items 6 or 8 (as the case may be) of Table 5 of Schedule 1 for each designated on-call period or part thereof. A designated on-call period may be for a period of twenty-four (24) hours or twelve (12) hours.
 - (2) An Employee required to be on call on rostered days off in accordance with subclause (xv)(b) of Clause 25 of the Agreement, shall be paid the amount set out in Items 7 or 9 (as the case may be) of Table 5 of Schedule 1, for each designated on call period or part thereof provided that only one allowance shall be payable in any designated on call period.

- (3) An Employee who is directed to remain on call during a meal break shall be paid an allowance of the sum set out in Item 10 of Table 5 of Schedule 1, provided that no allowance shall be paid if, during a period of twenty four (24) hours including such period of on call, the Employee is entitled to receive the allowance prescribed in (ii)(b)(1) above. If an Employee is recalled to duty during such meal break, they shall be paid at overtime rates for the total period of the meal break.
- (c) Where an Employee on remote call leaves the Hospital and is recalled to duty at the Hospital, they will be reimbursed all reasonable fares and expenses actually incurred provided that where an Employee uses a motor car in these circumstances the allowance payable will be the transport rate prescribed from time to time by the Australian Taxation Office. The provisions of this paragraph will apply to all Employees.
- (d) The provisions dealing with recall arrangements and payments are set out at Clause 28 Overtime.
- (e) This subclause 17(ii) will not apply to a Director of Nursing, Deputy Director of Nursing or Assistant Director of Nursing.
- (iii) An Employee required to wear a lead apron will be paid an allowance of the sum set out in Item 10 of Table 4 of Schedule 1 for Darlinghurst Hospital Employees, and in Item 15 of Table 5 of Schedule 1 for Mater Hospital and Griffith Hospital Employees, for each hour or part thereof that they are required to wear the said apron.

18. Fares, Expenses and Parking

- (i) An Employee required to travel in the performance of duty shall be paid all reasonable out of pocket expenses (including fares).
- (ii) An Employee who claims reimbursement of fares, pursuant to this clause, shall furnish to the Employer, if so required, satisfactory proof that they have not received from another employer reimbursement in respect of those fares.
- (iii) The following clause applies only to Darlinghurst Hospital Employees
 - (a) Darlinghurst Hospital Employees on night shift will be provided, free of charge, appropriate car parking facilities.
 - (b) Darlinghurst Hospital will ensure there are sufficient car parking allocations for nursing staff employed at the Darlinghurst Hospital.
 - (c) Where Darlinghurst Hospital Employees are required to pay for parking, the sum set out in Item 20 of Table 4 of Schedule 1, will apply.

19. Telephone Allowance

- (i) If an Employee requires a phone for the execution of their substantive duties, they will be provided with one at the cost of the Employer.

- (ii) If an Employee is required, for the purposes of their employment, to be on call, the Hospital will reimburse the Employee the cost of calls upon receipt of an itemised account from the Employee.

20. Uniform and Laundry Allowances

- (i) Subject to subclause (iii) of this clause, sufficient, suitable and serviceable uniforms, including one pair of shoes per annum which shall be of a recognised acceptable standard for the performance of nursing duties, and one cardigan or jacket shall be supplied free of cost to each Employee required to wear a uniform. An Employee to whom a new uniform or part of a uniform has been issued who, without good reason, fails to return the corresponding article last supplied shall not be entitled to have such article replaced without payment (at a reasonable price).
- (ii) An Employee, on leaving the service of an Employer, shall return any uniform or part thereof supplied by that Employer which is still in use immediately prior to leaving.
- (iii)
 - (a) In lieu of supplying uniforms, socks, a cardigan/jacket and shoes to an Employee, an Employer shall pay the said Employee the sum set out in Item 13 of Table 4 of Schedule 1 for Darlinghurst Hospital Employees, and in Item 18 of Table 5 of Schedule 1 for Mater Hospital and Griffith Hospital Employees, per week.
 - (b) In lieu of supplying uniforms, stockings, a cardigan/jacket and shoes to a female Employee an Employer shall pay the said Employee the sum set out in Item 12 of Table 4 of Schedule 1 for Darlinghurst Hospital Employees, and in Item 17 of Table 5 of Schedule 1 for Mater Hospital and Griffith Hospital Employees, per week.
 - (d) If, in any Hospital, the uniforms of an Employee are not laundered at the expense of the Hospital an allowance of the sum set out in Item 16 of Table 4 of Schedule 1 for Darlinghurst Hospital Employees, and in Item 21 of Table 5 of Schedule 1 for Mater Hospital and Griffith Hospital Employees, shall be paid to the said Employee provided that the payment of such laundry allowance shall not be made to any Employee on absences exceeding one week.
 - (e) Where the Employer requires any Employee to wear headwear, the Hospital shall provide headwear free of charge to the Employee.
 - (f) In lieu of supplying socks and shoes to an Employee the Employer shall pay the said Employee the sum set out in Item 15 of Table 4 of Schedule 1 for Darlinghurst Hospital Employees, and in Item 20 of Table 5 of Schedule 1 for Mater Hospital and Griffith Hospital Employees, per week.
 - (g) In lieu of supplying stockings and shoes to a female Employee, the Employer shall pay the said Employee the sum set out in Item 14 of Table 4 of Schedule 1 for Darlinghurst Hospital Employees, and in Item 19 of Table 5 of Schedule 1 for Mater Hospital and Griffith Hospital Employees, per week.
 - (h) The allowances referred to above in this subclause (iii) are also payable during any period of paid leave, with the exception of the laundry allowance which is not paid on absences exceeding one week.

21. Higher Grade Duty

- (i) An Employee who is called upon to relieve an Employee in a higher classification or is called upon to act in a vacant position of a higher classification shall be entitled to receive for the period of relief or the period during which they act the minimum payment for such higher classification.
- (ii) The provisions of subclause (i) shall not apply where the Employee being relieved is absent from duty for a period of 3 consecutive working days or less which have been rostered in advance, except where the duties of the higher position involve being in charge of the facility during the period in question.
- (iii) Further, the provisions of subclause (i) shall not apply where a Director of Nursing is absent from duty for a period of 3 working days or less for any reason.

22. Payment of Wages

- (i) Wages must be paid weekly or fortnightly.
- (ii) Employees will be paid by electronic funds transfer into the bank or financial institution account nominated by the Employee.
- (iii) 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 under the Agreement and the NES will be made to the Employee by no later than in next pay cycle.
- (iv) On each payday an Employee, in respect of the payment then due, shall be furnished with a statement containing the following particulars: name, the amount of ordinary salary, the total number of hours or overtime worked, if any, the amount of any overtime payment, the amount of any other monies paid and the purpose for which they are paid, and the amount of the deductions made from the total earnings and the nature thereof.
- (v) If a public holiday falls on a normal payroll processing day, the Employer shall make payment on the working day proceeding the public holiday.

23. Salary Packaging

- (i) Permanent Employees may be able to make voluntary pre-tax contributions or payments through a written salary sacrifice agreement between the Employer and the Employee. The Employer will pay the salary sacrifice amount in accordance with the salary sacrifice agreement.
- (ii) An Employee may apply to have their ordinary time earnings reduced by an amount nominated by them as a salary sacrifice contribution for their benefit.
- (iii) The total value of the reduced salary and the agreed value of the benefits provided will not be less than the amount that would otherwise be paid if the salary sacrifice arrangement was not in place.
- (iv) 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 sacrifice arrangements.

- (v) 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 sacrifice contribution arrangement will be terminated or amended to comply with such laws.
- (vi) Unless otherwise agreed by the Employer, an Employee may revoke or vary their salary sacrifice contribution/payment by giving not less than one month's written notice, provided the terms of any other agreement relating to the salary sacrifice benefit are met.

24. Superannuation

- (i) The subject of superannuation is dealt with extensively by legislation including the Superannuation Guarantee (Administration) Act 1992, the Superannuation Guarantee Charge Act 1992, the Superannuation Industry (Supervision) Act 1993 and the Superannuation (Resolution of Complaints) Act 1993. This legislation, as varied from time to time, governs the superannuation rights and obligations of the parties.
- (ii) "The Fund" for the purpose of this Agreement shall mean:
 - (1) the Health Employees' Superannuation Trust Australia (H.E.S.T.A.);
 - (2) the Prime Super (Prime); or
 - (3) the Employee's 'stapled' superannuation fund.
- (iii) In addition to the Employer's statutory contributions to the Fund an Employee may make additional contribution from their salary, and on receiving written authorisation from the Employee the Employer must commence making contributions to the Fund in accordance with the Superannuation Guarantee Charge Act 1992.
- (iv) Upon commencement of employment, the Employer shall provide each Employee with a membership form for their preferred fund and shall forward the completed membership forms for the Employee's choice of fund within 28 days. In the event that the Employee has not completed an application form within 28 days, the Employer shall forward contributions and Employee details to HESTA (Default Fund) or to the Employee's 'stapled' superannuation fund where required by the applicable superannuation legislation. The Default Fund offers a MySuper Product.
- (v) Superannuation fund payments will be made in accordance with trust fund deeds.
- (vi) Where an Employee salary packages their wages in accordance with this Agreement, superannuation shall be paid on the pre-packaged wages.

PART V – HOURS OF WORK

25. Hours of Work And Free Time Of Employees

- (i) The ordinary hours of work for full-time day workers, exclusive of meal times, shall be 152 hours per 28 calendar days to be worked Monday to Friday inclusive and to commence on such days at or after 6.00 am and before 10.00 am.
- (ii) The ordinary hours of work for shift workers, exclusive of meal times, shall not exceed an average of 38 hours per week in each roster cycle.

(iii)

- (a) The hours of work prescribed in subclauses (i) and (ii) of this clause shall, where possible, be arranged in such a manner, that in each roster cycle of 28 calendar days each full-time Employee shall not work their ordinary hours on more than 19 days in the cycle.
 - (b) Notwithstanding the provision of paragraph (a) of this subclause, full-time Employees may, with the agreement of the Employer work shifts of less than 8 hours each over 20 days in each cycle of 28 days.
 - (c) Provided that on the occasion of a full-time Employee's written request, and with the consent of the Employer, a 9.5 day fortnight may be worked instead of the 19-day month.
- (iv) Except where authorised by subclause (xvi) of this clause, each shift shall consist of no more than 10 hours (exclusive of meal breaks) on a day shift with not less than 9 hours break between each shift, provided that on call theatre staff shall be entitled to a 10 hour break between shifts. Provided further that effective from the first full roster period commencing three months after the date of operation of the Agreement, the minimum break between each shift (except where authorised by subclause (xviii) of this Clause) shall be 10 hours which may be reduced to not less than 9 hours by mutual agreement between the Employer and Employee. Any agreement to reduce the minimum break to no less than nine (9) hours may be ongoing or for a specified period of time. An Employee shall not work more than 7 consecutive shifts unless the Employee so requests and the Director of Nursing agrees. An Employee shall not work more than 2 quick shifts in any period of 7 days.

A quick shift is an afternoon shift which is followed by a morning shift.

- (v) The Employer is to decide when full-time Employees take their additional days off duty prescribed by subclause (iii) of this clause. Where necessary the Employer must consult with the affected Employees to ascertain the Employees' preferences and must take any such preferences into account when arriving at a decision. Where practicable additional days off duty shall be consecutive with the rostered days off duty prescribed in subclause (xii) of this clause.
- (vi) Once set, the additional days off may not be changed except in accordance with the provisions of Clause 26, Rosters.
- (vii) Where the Employer's decision (in accordance with subclause (v) of this clause) is that an Employee's additional days off be accumulated, no more than 6 days may be accumulated in any single year of employment. If an Employee accumulates more than six (6) days, any additional days off accumulated will be paid to the Employee at the ordinary rate. By mutual agreement this may be extended to no more than 12 days at any single time. An Employee may elect to have their accumulated ADOs paid to the Employee at ordinary rates at any time with the approval of the Employer.
- (viii) Except for breaks for meals the hours of duty each day shall be continuous.
- (ix)

- (a) Each Employee shall be allowed an unpaid break of not less than 30 minutes and not more than 60 minutes for each meal occurring on duty.
- (b) Where practicable, Employees shall not be required to work more than 5 hours without a meal break. Provided that where practicable and with the agreement of the Employer,

an Employee engaged to work for 5 hours or less in any one shift may elect not to take a meal break as otherwise provided for by this subclause without penalty to the Employer. The term 'where practicable' encompasses regard being paid to such issues as work health and safety, and the service requirements of the Employer.

- (c) If an Employee is recalled to duty during a meal break, they shall be paid at overtime rates for the total period of the meal break.
- (x) An Employee is entitled to take one 10 minute tea interval in each four hours worked at a time to be agreed between the Employee and Employer, provided that two separate 10 minute intervals (in addition to meal breaks) shall be allowed each Employee on duty during each ordinary shift of 8 or 10 hours as the case may be. Subject to agreement between the Employer and the Employee, such intervals may alternatively be taken as one twenty minute interval, or by one ten minute interval with the Employee allowed to proceed off duty ten minutes before the completion of the normal shift finishing time. Such interval(s) shall count as working time.
- (xi)
 - (a) Subclauses (ix) and (x) of this clause shall not apply to an Employee who, before going on night duty, is provided with a meal between 9.00 pm and 11.00 pm and who is allowed 2 intervals of 20 minutes each during the period of night duty but such intervals shall count as working time and shall be paid for as such.
 - (b) Where an Employee is required to change into a uniform or a specified type of garment at the Employer's premises they shall be allowed 10 minutes for such a purpose and such time shall be counted as working time and paid for as such. An Employee changing from night duty to day duty or from day duty to night duty shall be free from duty during the 20 hours immediately preceding the commencement of the changed day.
- (xii)
 - (a) Each Employee shall be free from duty for not less than 2 full days in each week or 4 full days in each fortnight or 8 full days in each 28 day cycle and no duties shall be performed by the Employee on any of such free days except for overtime. Where practicable, days off shall be consecutive and shall not be preceded by an evening shift or a night shift unless an additional 8 hours are granted as sleeping time. An afternoon shift shall be one which commences at or after 1.00 pm and before 4.00 pm.
 - (b) An Employee, at their request, may be given free from duty time in one or more periods but no period shall be less than one full day.
 - (c) For the purpose of this subclause "full day" means from midnight to midnight or midday to midday.
- (xiii) On call
 - (a) Employees may be required to remain on call. Any such time on call shall not be counted as time worked (except insofar as an Employee may take up actual duty in response to a call), but shall be paid for in accordance with Clause 17(ii), Special Allowances, of this Agreement. However, no Employee shall be required to remain on call whilst on leave or on the day before entering upon leave.

- (b) No Employee shall be required to remain on call whilst on a rostered day off nor on completion of the shift on the day preceding a rostered day off. This provision shall not apply where in special circumstances it is necessary for an Employer to place staff on call on rostered days off or on completion of the shift on the day preceding a rostered day off in order to ensure the provision of services.
- (xiv) An Employer shall not alter the period over which the ordinary hours of work of Employees are balanced except upon giving one month's notice of their intention to do so to the affected Employees and a representative of the Association.
- (xv) The provisions of paragraphs (a) and (b) of subclause (xii) and of subclause (xiii) and of subclause (xiv) of this clause, shall not apply if the Employee is required to perform duty to enable the nursing service of the Employer to be carried on or where another Employee is absent from duty on account of illness or in an emergency.
- (xvi) The following criteria shall apply to the introduction of 12 hour shifts:
 - (a) 12 hour shifts will only be introduced in units where there has been full consultation with the staff affected and a majority of the staff affected agree to the introduction of the proposed 12 hour shift system;
 - (b) any Employee who does not wish to work under the 12 hour shift system may work a mutually agreed alternative shift system in the unit affected or may transfer to another mutually agreed position within the facility with no loss of classification and contracted hours;
 - (c) the span of hours must not exceed 12.5 hours;
 - (d) there must be a maximum of 3 consecutive night shifts which include one or more 12 hour shifts;
 - (e) there must be a minimum break of 11.5 hours rostered between each 12 hour shift;
 - (f) Employees must be allowed either two 30 minutes or one 60 minutes meal break. In addition to the meal breaks Employees must be allowed either two 10 minute or one 20 minute paid tea break;
 - (g) the Employer must notify the affected Employees and a representative of the Association of the implementation of the 12 hour shifts at least one month prior to commencing the new arrangements. The details of that notification must indicate the number of staff involved and the section of the Hospital involved.
 - (h) nothing contained in this subclause shall prevent an individual Employee and their Employer reaching mutual agreement to that individual working 12 hour shifts.

26. Rosters

- (i) Rosters are developed based on the operational demands of the facility and Employees may be required to work various and rotating shifts from one working period to another. Notwithstanding this, consultation, in accordance with the Consultation Regarding Change Clause applies for any change to a regular roster or ordinary hours of work.
- (ii) The ordinary hours of work for each Employee, other than the Director of Nursing and casual Employees, shall be displayed on a roster in a place conveniently accessible to Employees.

- (iii) The roster shall be displayed where practicable at least 2 weeks prior, but in any event not less than one week prior, to the commencing date of the first working period in the roster. Provided that in the case of a permanent part-time Employee whose hours are balanced over 4 weeks, the roster shall be displayed where practicable, at least 4 weeks prior to the commencing date of the first working period in the roster but in any event not less than one week prior, to the commencing date of the first working period in the roster.
- (iv) Notwithstanding the foregoing provisions of this clause, a roster may be altered at any time by mutual agreement, or to enable the nursing service of the Hospital to be carried on where another Employee is absent from duty on account of illness or in an emergency provided that where any such alteration involves an Employee working on a day which would otherwise have been such Employee's day off, the day off in lieu thereof shall be as mutually arranged.
- (v) Prior to the date of the changed shift, such change of roster shall be notified verbally or in writing to the Employee concerned.
- (vi) An Employee may change their roster at short notice, with the agreement of their Nursing Unit Manager or Director of Nursing for any reasonable ground.
- (vii) An Employer may change an Employee's roster at short notice, with the agreement of the Employee, for any reasonable ground including unexpected situations and unforeseen fluctuations in patient dependency.
- (viii) Where an Employee is entitled to an additional day off duty in accordance with Clause 25, Hours of Work and Free Time of Employees, of this Agreement, such day is to be shown on the roster of hours for that Employee.
- (ix) All rosters shall be retained for at least 6 years.

27. Penalty Rates for Shift Work and Weekend Work

- (i) Employees working afternoon or night shift shall be paid the following percentages in addition to the ordinary rate for such shift. Provided that part-time and casual Employees shall only be entitled to the additional rates where their shifts commence prior to 6.00 am or finish subsequent to 6.00 pm.

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

Afternoon shift commencing at 1.00 pm and before 4.00 pm: 12.5%

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

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

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

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

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

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

- (iii) Full-time and part-time Employees whose ordinary working hours include work on a Saturday and/or Sunday shall be paid for ordinary hours worked between midnight on Friday and midnight on Saturday at the rate of time and one half the ordinary rate and for ordinary hours worked between midnight on Saturday and midnight on Sunday at the rate of time and three quarters the ordinary rate. These extra rates shall be in substitution for and not cumulative upon the shift penalties prescribed in the subclause (i) of this clause.
- (iv)
 - (a) This subclause shall only apply to nurses who work an entire ordinary time shift in a discrete designated day procedure ward or unit which routinely functions between the hours of 7.00 am and 6.00 pm.
 - (b) This subclause shall not apply to any nurse whose employment commenced prior to 15 December 1994 and who has been employed on a continuous basis since that date.
 - (c) A nurse to whom this subclause applies shall not be entitled to an additional penalty rate payment for ordinary time worked prior to 6.00 pm on any week day.
 - (d) A nurse to whom this subclause applies shall be paid, in addition to their ordinary rate, a penalty payment at the rate of 15% for all ordinary time worked after 6.00 pm on any week day.

28. Overtime

- (i) Subject to subclause (ii) an Employer may require an Employee to work reasonable overtime.
- (ii) An Employee may refuse to work overtime in circumstances where the working of such overtime would result in the Employee working hours which are unreasonable.
- (iii) For the purposes of subclause (ii) what is unreasonable or otherwise will be determined having regard to:
 - (a) the risk to the Employee's health and safety;
 - (b) the Employee's personal circumstances including any family and carer responsibilities;
 - (c) the needs of the facility;
 - (d) the notice (if any) given by the Employer of the overtime and by the Employee of their intention to refuse it; and
 - (e) any other relevant matter, including as prescribed in section 62(3) of the Act.
- (iv)
 - (a) All time worked by full-time Employees other than Directors of Nursing in excess of the rostered daily ordinary hours of work shall be overtime and shall be paid for at the following rates, calculated on the ordinary rate:
 - (A) Monday to Saturday (inclusive) - time and one half (150%) for the first 2 hours and double time (200%) thereafter;
 - (B) Sundays – double time (200%);

- (C) Public holidays – double time and one half (250%).
- (b) All time worked by part time Employees (other than Directors of Nursing), in excess of the rostered daily ordinary hours of work prescribed for the majority of full-time Employees employed on that shift in the ward or section concerned, or in excess of 76 hours in a fortnight, shall be overtime and paid for at the following rates, calculated on the ordinary rate:
 - (A) Monday to Saturday (inclusive) – time and one half (150%) for the first 2 hours and double time (200%) thereafter;
 - (B) Sundays –double time (200%);
 - (C) Public holidays - double time and one half (250%).

Time worked up to the rostered daily ordinary hours of work prescribed for a majority of the full-time Employees employed on that shift in the ward or section concerned shall not be regarded as overtime but an extension of the contract hours for that day and shall be paid at the ordinary rate.
- (c) All time worked by casual Employees, in excess of 10 hours on any day (except in the case of a 12 hour shift worked in accordance with clause 25(xvi)), in which case the overtime rate will apply for all time worked beyond 12 hours), or 38 hours in any week, shall be overtime and paid for at the following rates, calculated on the ordinary rate and incorporating the 25% casual loading:
 - (A) Monday to Saturday (inclusive) - 187.5% for the first 2 hours and 250% thereafter;
 - (B) Sundays –250%;
 - (C) Public holidays –312.5%.
- (v) An Employee recalled to the Hospital to work overtime after leaving the Employer's premises shall be paid for a minimum of 4 hours work at the appropriate overtime rate for each time so recalled. If the work required is completed in less than 4 hours, the Employee shall be released from duty provided that this subclause does not apply to a Director of Nursing.
- (vi) An Employee required to work overtime following on the completion of their normal shift for more than 2 hours shall be allowed 20 minutes for the partaking of a meal and a further 20 minutes after each subsequent 4 hours overtime. All such time shall be counted as time worked provided that benefits of this subclause shall not apply to permanent part time Employees, until they have worked for more than two hours beyond the normal shift length for a majority of the full-time Employees employed on that shift in the ward or section concerned.
- (vii) An Employee recalled to the Hospital to work overtime after leaving the Employer's premises and who is required to work for more than 4 hours shall be allowed 20 minutes for the partaking of a meal and a further 20 minutes after each subsequent 4 hour's overtime. All such time shall be counted as time worked.
- (viii) The meals referred to in subclauses (vi) and (vii) of this clause shall be allowed to the Employee free of charge. Where the Hospital is unable to provide such meals or provide access to such meals in the form of a meal voucher, an allowance per meal of the sum set out

in Item 11 of Table 4 of Schedule 1 for Darlinghurst Hospital Employees, and in Item 16 of Table 5 of Schedule 1 for Mater Hospital and Griffith Hospital Employees, shall be paid to the Employee concerned.

- (ix) Where an Employee is required to work an overtime shift on their rostered day off, the appropriate meal breaks for that shift, as prescribed by Clause 25, Hours of Work and Free Time of Employees, shall apply.
- (x) An Employee who works so much overtime (including recall to duty at the Hospital when on call):
 - (a) between the termination of their ordinary work on any day or shift and the commencement of their ordinary work on the next day or shift that they have not had at least 9 consecutive hours off duty between these times; or
 - (b) on a Saturday, a Sunday and a holiday, not being ordinary working days, or on a rostered day off without having had 9 consecutive hours off duty in the 24 hours preceding their next day or shift; shall subject to this subclause, be released after completion of such overtime until they have had 9 consecutive hours off duty without loss of pay for ordinary working time occurring during such absence. If on the instruction of the Employer such an Employee resumes or continues to work without having such 9 consecutive hours off duty they shall be paid at double time of the ordinary rate applicable on such day until they are released from duty for such period and they then shall be entitled to be absent until they have had 9 consecutive hours off duty without loss of pay for ordinary working time occurring during such absence.

Provided that effective from the first full roster period commencing three months after the date of operation of the Agreement, the minimum number of consecutive hours off duty referred to in clauses (x)(a) and (x)(b) above, will be 10 hours.

- (xi) In lieu of receiving payment for overtime in accordance with this clause, Employees may, by agreement with the Employer, be compensated by way of time off in lieu of overtime on the following basis:
 - (a) Time off in lieu of overtime must be taken within nominated accrual periods and accrues at overtime rates.
 - (b) The maximum accrual is 76 hours in any nominated four month period.
 - (c) Where it is not possible for an Employee to take the time off in lieu of overtime within the nominated accrual period, or at the request of the Employee at any time, it is to be paid out at the appropriate overtime rate based on the rates of pay applying at the time payment is made. Provided that where payment of accrued time off in lieu of overtime is requested, it will be paid in the next pay period following the request.
 - (d) An Employee with an annual leave balance of more than 8 weeks, pro-rata for part-time Employees, will be paid for their overtime and time in lieu will not be available to them.
 - (e) Records of all time off in lieu of overtime owing to Employees and taken by Employees must be maintained by the Employer.
 - (f) If, on the termination of the Employee's employment, accrued untaken time off in lieu of payment for overtime has not been taken, the Employer must pay the Employee for the overtime at the overtime rate applicable to the overtime when worked.

- (g) The accrual periods, mentioned above, will be:

1 February – 31 May;
1 June – 30 September;
1 October – 31 January.

PART VI – LEAVE AND PUBLIC HOLIDAYS

29. Annual Leave and Public Holidays

- (i) Annual leave shall accrue progressively during a year of service according to the Employee's ordinary hours of work and accumulates from year to year.
- (a) Full-time Shiftworkers shall accrue six (6) weeks annual leave per annum. This entitlement includes the additional week of annual leave provided by the NES for 'shiftworkers' as defined in subclause (a)(1) below.
- (1) For the purposes of the NES, a shiftworker is defined as a full-time Employee who is regularly rostered to work over seven days of the week and regularly works on weekends.
- (b) All other full-time and part-time Employees – shall accrue four (4) weeks annual leave per annum.
- (ii)
- (a) A full-time Employee to whom paragraph (a) of subclause (i) applies and who is required to and does work on a public holiday shall be paid at the rate of time and one half (150%) the ordinary rate for the time actually worked on such holiday. Such payment shall be in lieu of any additional rate for shift work or weekend work which would otherwise be payable had the day not been a public holiday.
- (b) To leave prescribed by paragraph (a) of subclause (i) there shall be added one working day or one half working day for each special public holiday or half public holiday (not being one of the 11 specifically named public holidays prescribed by subclause (iii) of this clause, or a special day proclaimed in lieu of any of them) which may occur during the accrual period for annual leave or during the period of annual leave.
- (c) Full-time and part-time Employees covered by paragraph (b) of subclause 29(i), will be paid the following for a public holiday occurring on an ordinary working day:
- (1) Where an Employee does not work on the public holiday, they will be paid their ordinary rate for their ordinary hours of work on that day.
- (2) Where an Employee does work on the public holiday, the Employee will be paid for the time actually worked at the rate of double time and one half (250%) the ordinary rate. Where payment is made in accordance with this subsection (2), payment shall be made for a minimum of 4 hours' work, and any balance of ordinary hours on the day or shift not worked shall be paid at ordinary rates.
- (3) In the case of a full-time Employee, where the Employee elects, and the Employer agrees, instead of the payment set out in subclause (2), the full-time

Employee will have one day or one half day, as appropriate, added to their period of annual leave and be paid at the rate of time and one half (150%) the ordinary rate for the time actually worked.

- (4) The payment set out in subclauses (2) and (3) is in lieu of any additional rate for shift work or weekend work which would otherwise be payable had the day not been a public holiday.
 - (d) Where a public holiday falls on a rostered day off of a full-time shift worker as defined in Clause 7, Definitions, of this Agreement, and who receives 4 weeks annual leave in accordance with paragraph (b) of subclause (i) of this clause, such shift worker shall be paid an additional one day's pay at the ordinary rate or if the Employee so elects shall have one day added to the period of annual leave.
 - (e) To the leave prescribed by paragraph (b) of subclause (i) there shall be added one working day for each public holiday or one half working day for each half public holiday which occurs on what would have been an ordinary working day during a period of annual leave provided that in the case of a full-time shift worker referred to in paragraph (d) of this subclause, the provision of this paragraph shall apply to any public holidays falling during the period of annual leave.
- (iii) Public holidays observed under this Agreement are:
- (a) New Year's Day, Australia Day, Good Friday, Easter Saturday, Easter Sunday, Easter Monday, Anzac Day, Birthday of the Sovereign, Local Labour Day, Christmas Day, Boxing Day and any other day or half day declared under the *Public Holidays Act 2010 (NSW)* (or its successor) as a public holiday or a local event day within the area in which the Hospital is situated, and
 - (b) An extra public holiday each year on the August Bank holiday or on a date agreed by the respective Employees and if requested by an Employee any nominated representative which may be a union representative. This additional day may be taken by agreement between Christmas and the 5th day of the new calendar year, provided that such day is placed between Monday and Friday (inclusive) which is not gazetted as a public holiday. Provided further that in the case of a part-time Employee, this additional day will occur between Christmas Day and New Year's Day on a date nominated by the Employer.
- This extra (August Bank holiday) public holiday does not apply in areas where in each year:
- a local event day is declared and observed under the *Public Holidays Act 2010 (NSW)* (or its successor), or
 - 2 half local event days are declared and observed.
- (c) In areas where in each year only one half local event day is declared and observed the whole day is to be regarded and observed as a public holiday, and no extra (August Bank holiday) public holiday in accordance with (b) above will be observed.
- (iv) Credit of time towards an allocated day off duty shall not accrue when an Employee is absent on annual leave in accordance with subclause (i) of this clause. Full-time Employees entitled to allocated days off duty in accordance with Clause 25, Hours of Work and Free Time of Employees, of this Agreement shall accrue credit towards an allocated day off duty in respect

of each day those Employees are absent on additional annual leave in accordance with subclauses (ii)(b) and subclause (ii)(c) of the Agreement.

(v)

(a) Each full-time and part-time Employee shall be paid in accordance with the regular pay cycle for the period of the leave at the ordinary rate to which they are entitled under this Agreement.

(vi) Annual leave credited to a full-time and part-time Employee in accordance with paragraph (a) and (b) of subclause (i), paragraph (c) of subclause (ii), paragraph (a) of subclause (viii) and paragraph (a) of subclause (ix) of this clause may be cashed out by agreement, subject to the following conditions:

- (a) the Employee must request in writing to receive payment in lieu of an amount of annual leave on each occasion on which annual leave is cashed out;
- (b) paid annual leave must not be cashed out if the cashing out would result in the Employee's remaining accrued entitlement to paid annual leave being less than 4 weeks;
- (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 (i.e. where the leave cashed out would have attracted annual leave loading or shift penalties, such loading or penalties shall be paid on the leave cashed out); and
- (e) the cashing out of annual leave may occur at any time, providing the request complies with this clause and the Employee and Employer agree.

(vii) On termination of their employment, an Employee will be paid their accrued untaken annual leave (including untaken additional annual leave accrued in accordance with subclause (viii) and night duty additional leave accrued in accordance with subclause (ix)), together with payment for any days added to annual leave in accordance with subclause (ii) of this clause.

(viii) Additional Annual Leave

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

No. of ordinary shifts worked on Sundays and/or public holidays during a 12-month period of employment from commencement, or during a 12 month period of employment from the Employee's anniversary date	Additional Annual Leave
4 - 10	1 day
11 - 17	2 days
18 - 24	3 days
25 - 31	4 days
32 or more	5 days

For the purpose of this clause, a “day” is up to 7.6 hours.

- (b) Provided that, in the case of a part-time Employee, such Employee shall be entitled to additional annual leave in accordance with:
 - (i) subclause (a) above; or
 - (ii) the definition of a shiftworker (for the purposes of the additional week of annual leave provided by the NES), as set out at subclause 29(i)(a)(1);whichever gives rise to the greater entitlement for the part-time Employee.

(ix) Night Duty Additional Leave

- (a) In addition to the leave prescribed anywhere else in this Clause, full-time and part-time Employees who work their ordinary hours on night shifts are entitled to receive Night Duty leave as follows:

No of night duty hours worked on Night Duty during a 12-month period of employment from commencement, or during a 12 month period of employment from the Employee’s anniversary date	Night Duty Leave
60 – 169	1 day
170 – 319	2 days
320 – 449	3 days
450 - 599	4 days
600 or more	5 days

Accrual of Night Duty leave under this subclause will be credited to the Employee on the first full pay period on or after 1 July each year.

- (c) Employees will be entitled to take the Night Duty leave accrued under this subclause on the first full pay period on or after 1 July, each year, provided that the maximum number of days an Employee may accrue under this subclause is 5. For the purpose of this subclause, a “day” is up to 7.6 hours.
- (d) On termination of employment, Employees are to be paid for any untaken Night Duty leave due under this subclause together with payment for any leave in respect of an uncompleted year of employment calculated in accordance with this subclause.

(x) Taking Annual Leave

- (a) Paid annual leave may be taken for a period agreed between an Employee and the Employer. The Employer must not unreasonably refuse to agree to a request by the Employee to take paid annual leave. Notwithstanding the provisions of this subclause, the Employer may direct an Employee to take a period of annual leave in accordance with subclause (xi) and (xii).

(xi) Excessive accumulated annual leave

- (a) If an Employee has accrued more than 10 weeks’ paid annual leave (or 12 weeks’ paid annual leave in the case of a full-time shiftworker) which incorporates Additional Annual leave accrued under subclause (viii) and Night Duty Additional Leave accrued under subclause (ix), the Employer may direct the Employee to take annual leave after not less than eight weeks’ and not more than 12 months’ notice to the Employee, provided:

- (1) the Employee will first be given a reasonable opportunity to submit a plan to reduce their total annual leave accrued balance to not more than six weeks within a period of six months;
- (2) the Employer will not unreasonably refuse to agree to an Employee's annual leave reduction plan which includes saving leave for an extended vacation within 12 months of the date of agreement to the leave reduction plan. The agreement is to be in writing and signed by both the Employer and Employee;
- (3) the Employee cannot be directed to take annual leave where such direction would result in the Employee being directed to reduce the accrued leave to less than six weeks;
- (4) the direction must not be inconsistent with any leave arrangement agreed by the Employer and Employee.

(xii) Shutdown during periods of low occupancy

- (a) The Employer may temporarily close a part or the whole of the Hospital not more than once every twelve months in the event of low occupancy and/or downturn (e.g. Christmas)
- (b) The Employer will normally give three months' written notice, of the dates of the closedown.
- (c) An Employee with an entitlement to annual leave and / or accumulated Additional Days Off (ADOs) sufficient to cover the closedown period will be required to access their accumulated annual leave and / or ADOs for the period of the closedown. The Employee may choose the combination of annual leave and accrued ADOs that they will use to cover the closedown period.
- (d) Where an Employee has an entitlement to annual leave which is less than the period of the closedown, they will have to choose one of the following options to cover the difference between their current annual leave entitlement and the length of the closedown:
 - (1) temporary reassignment to another part of the Hospital; or
 - (2) access any accrued ADOs; or
 - (3) take annual leave in advance; or
 - (4) take leave without pay
 - (5) take Special Leave.

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

30. Annual Leave Loading

- (i) In addition to their ordinary rate, a full-time and part-time Employee, other than a shiftworker, will be paid an annual leave loading of 17.5% of their ordinary pay on annual leave (including additional annual leave accrued in accordance with subclause 29(viii) and night duty additional leave accrued in accordance with subclause 29(ix)) taken by the Employee.
- (ii) Shiftworkers, in addition to their ordinary pay, will be paid the higher of:

- (a) an annual leave loading of 17.5% of their ordinary pay; or
- (b) the weekend and shift penalties the Employee would have received had they not been on leave during the relevant period.
- (iii) When the employment of an Employee is terminated and at the time of termination the Employee has accrued untaken annual leave, the Employee shall be paid a loading calculated in accordance with subclause (ii) of the period not taken.
- (iv) For the purposes of this clause, “ordinary pay” means the number of hours of paid annual leave taken during the relevant period multiplied by the Employee’s ordinary rate.

31. Ceremonial Leave

An Employee who is legitimately required by Aboriginal or Torres Strait Islander tradition to be absent from work for ceremonial purposes will be entitled to up to 10 working days unpaid leave in any one year, with the approval of the Employer.

32. Personal/Carer’s Leave

- (i) Subject to the following limitations and conditions, a full time Employee is entitled to 91.2 hours of personal/carers’ leave, which includes the 10 days personal/carers’ leave set out in the NES, for each completed year of service. A part-time Employee’s entitlement to personal / carers’ leave will be on a pro-rata basis to the full-time Employee entitlement, accrued according to their ordinary hours of work in accordance with subclause (ii).

- (ii) **Accrual of Paid Personal/Carer's Leave**

An Employee’s entitlement to paid personal leave accrues progressively during a year of service according to the Employee’s ordinary hours of work, and accumulates from year to year. Payment for paid personal/carers’ leave shall be at the Employee’s ordinary rate for their ordinary hours of work in the period over which the leave is taken.

- (iii) An Employee shall not be entitled to paid personal leave for any period in respect of which such Employee is entitled to workers' compensation provided, however, that an Employer shall pay to an Employee, with the Employee’s agreement, who has accrued paid personal leave under this clause the difference between the amount received as workers' compensation and the Employee’s ordinary rate. The Employee's accrued personal leave balance shall, for each week during which such difference is paid, be reduced by that proportion of 38 hours which the difference paid bears to the Employee’s ordinary pay.
- (iv) All periods of sickness/injury shall be certified by a registered health practitioner, or where this is not reasonably practicable, by a statutory declaration. The Employer may dispense with the requirements of a certificate from a registered health practitioner or statutory declaration when the absence does not exceed two consecutive days or where, in the Employer's opinion, the circumstances are such as not to warrant such requirement.
- (v) Each Employee shall notify their Employer of an absence from work due to illness or injury at least 2 hours prior to the commencement of their rostered shift or, where this is not practicable, as soon as reasonably practicable thereafter and shall, as far as reasonably practicable, inform the Employer of the estimated duration of the absence.
- (vi) With respect to an Employee who is eligible for personal leave and who produces a satisfactory certificate from a registered health practitioner or where this is not reasonably practicable, by a statutory declaration to the effect that they have been incapacitated for a

period while on annual leave, the Employee will be taken to have been on personal leave during the relevant period and the Employer must re-credit such Employee with an equivalent period of annual leave.

- (vii) Subject to the provision of a satisfactory certificate from a registered health practitioner or where this is not reasonably practicable, by a statutory declaration, and the Employee being entitled to paid personal leave during the relevant period, long service leave shall be re-credited where an illness of at least one week's duration occurs during the period of long service leave.
- (viii) Carer's Leave
 - (a) An Employee, other than a casual Employee, where required to provide care or support to a member of their immediate family (as defined) or household who requires the Employee's care or support because of a personal illness or injury affecting the member or there is an unexpected emergency affecting the member, shall be entitled to use, in accordance with this subclause, any accrued paid personal leave entitlement, provided for under this Clause, for such absences. Such leave may be taken for part of a single day.
 - (b) The Employee shall, if required, establish, either by production of a certificate from a registered health practitioner or statutory declaration, the leave is taken for a reason specified in subclause (a) above, the length of the absence, the relationship to the Employee of the person requiring the Employee's care or support, and that the illness/ injury/unexpected emergency is such as to require care or support by another person.
 - (c) An Employee shall, wherever practicable, give the Employer notice, prior to the absence, of the intention to take carer's leave, the relationship to the Employee of the person requiring care or support, the reasons for taking such leave and the estimated length of absence. If it is not practicable for the Employee to give prior notice of the absence, the Employee shall notify the Employer by telephone of such absence at the first opportunity on the day of absence.
- (ix) Unpaid Carer's Leave

Where an Employee has exhausted all paid personal leave entitlements, an Employee, including a casual Employee, is entitled to unpaid carer's leave for each permissible occasion when a member of the Employee's immediate family, or a member of the Employee's household, requires care or support because of a personal illness or injury affecting the member or an unexpected emergency affecting the member. The Employer and the Employee shall agree on the period. In the absence of agreement, the Employee is entitled to take up to two days of unpaid leave per occasion, provided the requirements of (viii)(b) and (c) are met.
- (x) The Employer shall not change the rostered hours of an Employee fixed by the roster or rosters applicable to the fourteen days immediately following the commencement of sick leave merely by reason of the fact that they are on sick leave.

33. Long Service Leave

The provisions of this clause shall apply for long service leave for full-time and part-time Employees. Where the provisions of this clause are more beneficial than the provisions of the *Long Service Leave Act 1955 (NSW)*, this clause applies. Where this clause is silent, the provisions of the *Long Service Leave Act 1955 (NSW)* applies.

- (i) For long service leave falling due prior to 20th February 1981, see *Long Service Leave Act 1955* (NSW).
- (ii) For long service leave falling due after 20th February 1981 the following provisions shall apply:
 - (a)
 - (1) Every Employee after 10 years' continuous service with the same Employer shall be entitled to 2 months' long service leave on full pay (less any period of long service leave taken in accordance with (2)); after 15 years' continuous service to an additional one month's long service leave on full pay; and for each 5 years' continuous service thereafter to an additional one and one half months' long service leave on full pay. Such leave shall be taken at a time to be mutually arranged between the Employer and the Employee.
 - (2) Employees are entitled to access their pro-rata long service leave entitlements after 5 years' continuous service. Such leave shall be taken at a time to be mutually arranged between the Employer and the Employee.
 - (3) An Employee with an entitlement to long service leave may elect to access their entitlement:
 - (a) on full pay, or
 - (b) on half pay.
 - (4) Where the service of an Employee with at least 5 years' service is terminated, the Employee shall be entitled for five years' service to one month's long service leave on full pay and for service after 5 years to a proportionate amount of such leave on full pay calculated on the basis of 2 months' long service leave for 10 years' service, less any period of long service leave taken during the employment.
 - (b) Where an Employee has acquired a right to long service leave under subclause (a) of this clause, then and in every such case:
 - (1) If before such leave has been entered upon the employment of such Employee has been terminated such Employee shall be entitled to receive the monetary value of the leave to which such Employee has been entitled computed at the rate of salary which such Employee had been receiving immediately prior to the termination of employment.
 - (2) If such Employee dies before entering upon such long service leave, or if after having entered upon the same dies before its termination, the Employer shall upon request by the Employee's personal representative pay to the Employee's personal representative in full the ordinary pay that would have been payable to the Employee in respect of the long service leave less any amount already paid to the Employee in respect of that leave.
 - (c) For the purpose of this clause:
 - (1) Continuous service in the same Hospital prior to the coming into force of this Agreement shall be taken into account.

- (2) One month equals 4 and one-third weeks.
- (3) Continuous service shall be deemed not to have been broken by:
 - (i) any period of absence on leave without pay not exceeding 6 months;
 - (ii) absence of an Employee from the Hospital whilst a member of the Defence Forces of the Commonwealth in time of war;
 - (iii) any period of absence on parental leave taken by the staff member in accordance with the provisions of this Agreement.
- (d) Each period of long service leave accessed by an Employee must be for a period of one week or more, provided that by agreement between the Employer and Employee, long service leave can be taken for a period of less than one week but not less than one day.
- (e) Where any Employee has been granted a period of long service leave prior to the coming into force of this Agreement the amount of such leave shall be debited against the amount of leave due under this Agreement.
- (f) Any period(s) of part-time employment with the same Employer shall count towards long service leave as provided for in paragraph (ii)(a) of this clause. Such long service leave shall be paid for on the basis of the proportion that the average number of hours worked per week bears to 38 hours.
- (g) Where an Employee has accrued a right to an allocated day off duty on pay prior to entering a period of long service leave such day shall be taken on the next working day immediately following the period of long service leave.

An Employee returning to duty from long service leave shall be given the next allocated day off duty in sequence irrespective of whether sufficient credits have been accumulated or not.

34. Compassionate Leave

- (i) An Employee is entitled to 2 days of compassionate leave for each occasion (a *permissible occasion*) when:
 - (a) 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 their life; or
 - (B) sustains a personal injury that poses a serious threat to their life; or
 - (C) dies;
 - (b) a child is stillborn (as defined in the Act), 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

- (c) the Employee, or the Employee's spouse or de facto partner, has a miscarriage (as defined in the Act), provided further that the leave entitlement does not apply to a former spouse or former de facto partner of the Employee, or if the miscarriage results in a stillborn child.
- (ii) An Employee may take compassionate leave for a particular permissible occasion if the leave is taken:
 - (a) to spend time with the member of the Employee's immediate family or household who has contracted or developed the personal illness, or sustained the personal injury, referred to in subclause (i); or
 - (b) after the death of the member of the Employee's immediate family or household, or the stillbirth of the child, referred to in subclause (i); or
 - (c) after the Employee, or the Employee's spouse or de facto partner, has the miscarriage referred to in subclause (i).
- (iii) An Employee may take compassionate leave for a particular permissible occasion as a single continuous 2 day period; or 2 separate periods of 1 day each; or any separate periods to which the Employee and the Employer agree.
- (iv) Where the Employee is involved in funeral arrangements, travelling etc., leave may be allowed for up to three days for each permissible occasion.
- (v) If the permissible occasion is the contraction or development of a personal illness, or the sustaining of a personal injury, the Employee may take the compassionate leave for that occasion at any time while the illness or injury persists.
- (vi) The above situations are not intended to codify completely purposes for which compassionate leave with pay may be allowed. The element of unforeseen emergency could be present in other situations, e.g. floods and bushfires, which may prevent attendance for duty.
- (vii) If, in accordance with this Clause, an Employee, other than a casual Employee, takes a period of compassionate leave, the Employer must pay the Employee at the Employee's ordinary rate for the Employee's ordinary hours of work in the period. For casual Employees, compassionate leave is unpaid leave.
- (viii) The Employee, if required by the Employer, shall supply relevant evidence of the requirement for such leave.

35. Parental Leave

- (i) Employees are entitled to parental leave in accordance with the provisions of the Act.
 - (a) An Employee, other than a casual Employee, is not entitled to unpaid leave (other than unpaid pre-adoption leave) unless the Employee has, or will have, completed at least 40 weeks of continuous service with the employer.
 - (b) A casual Employee is entitled to 12 months unpaid parental leave only if the Employee has completed at least 12 months of continuous service with the employer as per the provisions of the *Fair Work Act 2009*.

- (ii) Permanent Employees eligible for parental leave in accordance with the Act shall be entitled to access one of the following forms of paid parental leave for each birth/adoption subject to the provisions of subclause (iv) below:
 - (a) Twelve weeks' paid primary care giver leave where the Employee will be the child's primary carer at the time of the birth or placement (in the case of adoption) of the child, provided that the paid primary care giver leave entitlement will increase as follows:
 - (1) to 13 weeks where the leave commences on or after the date of operation of the Agreement; and
 - (2) to 14 weeks where the leave commences on or after 1 January 2024;
 - or
 - (b) two weeks' paid partner leave where the Employee will not be the child's primary carer at the time of the birth or placement (in the case of adoption) of the child.
- (iii) The paid leave entitlement in subclause (ii):
 - (a) is calculated at the Employee's ordinary rate;
 - (b) may commence up to 9 weeks prior to the expected date of birth of the child;
 - (c) may, in relation to paid primary care giver leave, be paid in accordance with the normal fortnightly pay period, in advance in a lump sum, or at the rate of half pay over a period of 24 weeks (26 weeks where the paid leave entitlement is 13 weeks, and 28 weeks where the paid leave entitlement is 14 weeks) per fortnightly pay period;
 - (d) can, in relation to paid primary care giver leave taken on half pay, be combined with accrued annual leave and/or long service leave entitlements to enable an Employee to remain on full pay for that period;
 - (e) shall not be reduced in terms of its monetary value by the Commonwealth Government's paid parental leave prescribed under the Paid Parental Leave Act 2010 (Cth). For the avoidance of doubt the value of the paid parental leave provided under this Agreement will be in addition to the value of the Commonwealth-funded paid parental leave.
- (iv) A permanent Employee who has once met the conditions for paid parental leave will not be required to meet the eligibility requirements of subclause (i) of this clause in order to qualify for a further period of paid parental leave, unless:
 - (a) there has been a break in service due to termination of employment for any reason, or
 - (b) the Employee has completed a period of leave without pay of more than 40 weeks. In this context leave without pay does not include sick leave without pay, parental leave without pay, or leave without pay associated with illness or injury compensable under the Workers' Compensation Act 1987 (NSW).
- (v) An Employee who intends to proceed on parental leave should make an application to the Hospital as early as possible, and not less than 10 weeks prior to the commencement of the leave. Written notice must include:
 - (a) a medical certificate stating the date or expected date of birth of the child, and
 - (b) the period of leave desired.

- (vi) In the event of a miscarriage any absence from work is to be covered by the current sick leave provisions.
- (vii) In the case of a stillbirth (as classified by the Registry of Births, Deaths and Marriages) an Employee may elect to take sick leave, subject to production of a medical certificate, or unpaid parental leave in accordance with section 77A of the Act. The Employee may resume duty at any time provided they produce a doctor's certificate as to their fitness.
- (viii) An Employee who gives birth prematurely and prior to proceeding on primary carer parental leave will be treated as being on parental leave from the date leave is commenced to have the child. Should an Employee return to duty during the period of paid primary carer parental leave, such paid leave ceases from the date duties are resumed.
- (ix) If, because of an illness associated with their pregnancy an Employee is unable to continue to work then the Employee can elect to use any available paid leave (sick, annual and/or long service leave) or to take sick leave without pay.
- (x) Where an Employee is entitled to paid primary carer parental leave, but because of illness is on sick leave, or on annual leave, long service leave, or sick leave without pay prior to the birth, such leave ceases 12 weeks prior to the expected date of birth. The Employee then commences primary carer parental leave with the normal provisions applying.
- (xi) A pregnant Employee shall be entitled to work until the expected date of birth of the child. In accordance with section 73 of the Act, at six weeks from, or during the six week period before, the expected date of birth of the child, if requested by the Employer or nominee, the Employee shall provide a statement from their medical practitioner which shall include statements to the effect of confirming whether the Employee is fit for work and, if the Employee is fit work, whether it is inadvisable for the Employee to continue work in their present position during a stated period because of illness or risks arising out of the Employee's pregnancy, or hazards connected with the Employee's position.
- (xii) Effect of Parental Leave on Accrual of Leave, Increments etc.
 - (a) When the Employee has resumed duties, any period of full pay leave is counted in full for the accrual of annual leave and any period of parental leave on half pay is taken into account to the extent of one half thereof when determining the accrual of annual leave.
 - (b) Except in the case of Employees who have completed 10 years' service, the period of parental leave without pay does not count as service for long service leave purposes. Where the Employee has completed 10 years' service the period of parental leave without pay will count as service provided such leave does not exceed 6 months.
 - (c) Parental leave without pay does not count as service for incremental purposes. Periods of parental leave at full pay and at half pay are to be regarded as service for incremental progression on a pro-rata basis.
- (xiii) Right to request
 - (a) An Employee entitled to parental leave pursuant to the provisions of this clause may request the Employer to allow the Employee:
 - (1) to extend the 52 weeks of unpaid parental leave by a further continuous period of leave not exceeding 12 months;

- (2) to return from a period of parental leave on a part-time basis whilst the child is of school age or younger;

to assist the Employee in reconciling work and parental responsibilities.

- (b) The Employer shall consider the request having regard to the Employee's circumstances and, provided the request is genuinely based on the Employee's parental responsibilities, may only refuse the request on reasonable business grounds.
- (c) Employee's request and the Employer's decision to be in writing

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

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

Where an Employee wishes to make a request under (xiii)(a)(2), such a request must be made as soon as possible but no less than four weeks prior to the date upon which the Employee is due to return to work from parental leave.

(xiv) Communication during parental leave

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

(xv) Lactation provisions

Employees who are lactating will be entitled to one paid break of 30 minutes per shift for the purpose of expressing their milk or breast feeding their child. The Employer will provide access to suitable facilities for such purpose.

(xvi) Portability of service for parental leave

Portability of service for parental leave involves the recognition of service with the Hospital for the purpose of determining an Employee's eligibility to receive paid parental leave. For example, where an Employee moves between facilities owned by the Hospital, previous continuous service will be counted towards the service prerequisite for parental leave.

(xvii) Transfer to a safe position

Where, because of an illness or risk associated with their pregnancy, an Employee cannot carry out the duties of their position during a stated period but is otherwise fit for work, and the Employee provides the Employer with such evidence that would satisfy a reasonable person, the Hospital is obliged, as far as practicable, to provide employment in some other position that the Employee is able to satisfactorily perform during the stated period. A position to which an Employee is transferred under these circumstances must be as close as possible in status and salary to their substantive position, or as otherwise agreed by the Employee. The Employee must provide evidence that they are fit to work in the alternative position.

36. Flexible Working Arrangements

- (i) The NES provides particular Employees with an entitlement to request a flexible working arrangement.
- (ii) Employees who have worked for the Employer for at least 12 months can request flexible working arrangements if they:
 - (a) are the parent, or have responsibility for the care, of a child who is school aged or younger;
 - (b) are a carer (under the *Carer Recognition Act 2010* (Cth));
 - (c) have a disability;
 - (d) are 55 years of age or older;
 - (e) are experiencing family or domestic violence, or a member of their immediate family or household is experiencing family or domestic violence;
 - (f) are pregnant; or
 - (g) provide care or support to a member of their household or immediate family who requires care and support because of family or domestic violence.
- (iii) The Employee is not entitled to make the request unless:
 - (a) for an Employee other than a casual Employee – the Employee has completed at least 12 months of continuous service with the Employer immediately before making the request; and
 - (b) for a casual Employee – the Employee:
 - (1) is a long term casual Employee of the Employer immediately before making the request; and
 - (2) has a reasonable expectation of continuing employment by the Employer on a regular and systematic basis.

- (iv) The request must:
 - (a) be in writing; and
 - (b) set out details of the change sought and of the reasons for the change.
- (v) The Employer must give the Employee a written response to the request within 21 days, stating whether the Employer grants or refuses the request. If the request is refused, the written response must include details of the reasons for the refusal.
- (vi) The further details of flexible working arrangement requests, including the process for the Employer to follow for considering and before responding to a flexible working arrangement request, and the requirements for the Employer's written response if the request is refused or if a different change in working arrangement is agreed, will be in accordance with the NES.

37. Special Leave

- (i) Employees shall be entitled to access their personal leave accrued pursuant to this Agreement for special purposes that require them to be absent from duty, subject to the provisions of this clause. Such leave is referred to in this Agreement as Special Leave.
- (ii) Subject to subclause (v), the Employer shall grant Special Leave to an Employee for the following special purposes:
 - (a) care for family or friends when Personal / Carer's Leave does not apply;
 - (b) attendance at a funeral or memorial service (where not provided for under Clause 34, Compassionate Leave);
 - (c) moving between residences;
 - (d) attendance at courses, assessments and graduations conducted by officially recognised organisations;
 - (e) attendance at court as a witness;
 - (f) attendance at emergency incidents and training associated with membership of emergency organisations (e.g. . NSW Rural Fire Service, NSW Fire Brigades, SES, St Johns, SLSA etc);
 - (g) acting as a blood donor or bone marrow donor;
 - (h) participation in retirement preparation seminars;
 - (i) attendance at professional or learned society conferences;
 - (j) participation in recognised days of cultural or religious significance; or
 - (k) acceptance of an award for outstanding community service or academic work;
- (iii) A request from an Employee to access Special Leave for other special purposes (other than those prescribed in subclause (ii)) may be granted by the Employer. Such a request from an Employee to access Special Leave shall not be unreasonably withheld.

- (iv) An Employee may take up to 3 days of their accrued personal leave as Special Leave in any one year (or 24 working hours where Employees are working other than 8 hour shifts). For the purposes of this clause, the year shall commence from the date of operation of this Agreement; or for Employees employed after that date, their starting date of employment.
- (v) As far as practicable and where possible Special Leave shall be applied for one week in advance. This notice period can be waived in exceptional circumstances.
- (vi) Part-time Employees shall be entitled to Special Leave on a pro rata basis.
- (vii) An Employee may request Special Leave to be taken during any other period of leave.
- (viii) Special Leave is in addition to community services leave as provided by the NES.
- (ix) In the event that request for Special Leave is withheld the Employee has the right to invoke the provisions of Clause 10, Resolution of Disputes, of this Agreement.

38. Jury Service

A full-time or part-time Employee required to attend jury service during the Employee's ordinary working hours will be reimbursed by the Hospital an amount equal to the difference between the amount in respect of the Employee's attendance for such jury service and the amount of salary the Employee would have received in respect of the ordinary time the Employee would have worked had the Employee not been on jury service.

39. Sabbatical Leave

- (i) An Employee who has had at least 5 years continuous service with the Employer is entitled to take 3 months leave without pay at any time agreed between the Employer and the Employee.
- (ii) An Employee who has had at least 10 years continuous service with the Employer is entitled to take 6 months leave without pay at any time agreed between the Employer and the Employee, if they have not taken any other leave without pay under sub-clause (i) of this clause. If they have taken leave under sub-clause (i) of this clause they are entitled to take an additional 3 months leave without pay at any time agreed between the Employer and the Employee.
- (iii) During the period of Sabbatical Leave, the Employee will not be required to meet the Employer's superannuation liability.

PART VII – OTHER MATTERS

40. Staff Amenities

The Employer shall provide for the use of Employees:

- (i) A suitable changing room and adequate washing and toilet facilities;
- (ii) A secure locker, which may or may not be shared with other Employees, or other suitable place for the safe keeping of clothing and personal effects of such Employee;
- (iii) morning and afternoon tea, supper and early morning tea (which shall include tea or coffee together with milk and sugar) when the Employee is on duty, at times appropriate for the partaking thereof.

41. Nurses' and Midwives' Association /Australian Nursing and Midwifery Federation (NSW) Branch Representatives

- (i) The NSWNMA/ANMF – NSW Branch representatives shall be allowed to approach or be approached by a member of the Association to discuss any matter related to the member's employment, at any time during working hours, taking into account patient care.
- (ii) NSWNMA/ANMF – NSW Branch representatives shall also be granted reasonable time during working hours to:
 - (a) consult with union members and with officials of the Association;
 - (b) represent the interests of Association members to the Employer; and
 - (c) participate in the affairs of the Association.
- (iii) The NSWNMA/ANMF – NSW Branch representatives will be entitled to confer with management during working hours, without loss of pay, on any matter affecting members of the Association employed by the Employer.
- (iv) The Employer shall recognise NSWNMA/ANMF – NSW Branch representatives at the workplace, and undertakes to permit such NSWNMA/ANMF – NSW Branch representatives to perform their role without discrimination and victimisation in their employment.
- (v) The Employer will consult with NSWNMA/ANMF – NSW Branch representatives prior to introducing any significant change which will impact on nursing Employees.
- (vi) The Employer will allow NSWNMA/ANMF – NSW Branch representatives to address new Employees about the benefits of union membership during the Hospital orientation process. An Association membership form will be provided to each new nursing Employee upon commencing employment with the Employer.
- (vii) The Employer will allow NSWNMA/ANMF – NSW Branch representatives reasonable access to the use of hospital facilities for the purpose of carrying out work as a NSWNMA/ANMF – NSW Branch representative and consulting with workplace colleagues and the Association.
- (viii) The Employer shall provide a notice board in a prominent location in the workplace on which Branch officials and accredited delegates may place notices relevant to Association activities.
- (ix) In addition to any entitlement to paid leave, the Employer will give Branch representatives trade union paid leave of up to 5 days per annum per Employee to attend the Association's Branch Officials Training program, and the Association Annual Conference.

In those instances where a branch representative has exhausted their 5 days trade union paid leave they may request additional trade union paid leave. Such requests will not be unreasonably refused.
- (x) The Employer will allow reasonable time subject to mutual agreement for Branch representatives to attend the Association's Committee of Delegates and/or Council.
- (xi) The NSWNMA/ANMF – NSW Branch representatives shall be entitled to facilitate up to 4 paid union meetings per year to discuss issues with nursing Employees.

42. Attendance at Meetings, Fire Drills and Compulsory Training

- (i) Any Employee required to work outside the ordinary hours of work in satisfaction of the requirements for compulsory fire safety practices (fire drill and evacuation procedures) contained from time to time within the *Private Health Facilities Act 2007 (NSW)* and the regulations made there under, shall be entitled to be paid at the ordinary rate (together with the casual loading in the case of a casual Employee) for the actual time spent in attendance at such practices. In lieu of receiving payment, Employees may with the agreement of the Employer be permitted to be free from duty for a period of time equivalent to the period spent in attendance at such meetings. Such time spent in attendance shall not be viewed as overtime for the purposes of this Agreement.
- (ii) Any Employee required to attend Occupational Health and Safety Committee and/or Board of Management meetings in the capacity of Employee representative shall, if such meetings are held outside the ordinary hours of work, be entitled to receive payment at the ordinary rate for the actual time spent in attendance at such meetings. In lieu of receiving payment, Employees may with the agreement of the Employer be permitted to be free from duty for a period of time equivalent to the period spent in attendance at such meetings. Such time spent in attendance shall not be viewed as overtime for the purposes of this Agreement.
- (iii) Where reasonably practicable, the Employer will deliver, or conduct compulsory / mandatory training, including eLearning and the compulsory training/ meetings referred to in subclauses (i) and (ii) above, within an Employee's ordinary hours of work.
 - (a) Where it is not practicable to undertake the compulsory training/ meetings in accordance with subclause (iii), up to 8 hours of such compulsory training/ meetings per year may be held outside of an Employee's ordinary hours and be paid at the ordinary rate (together with the casual loading in the case of a casual Employee). Such compulsory training/ meetings that fall outside an Employee's ordinary hours and are in excess of 8 hours per year will be paid at the applicable overtime penalty rate.

43. Safe Staffing Arrangements

- (i) The Employer is committed to ensuring that safe staffing levels are applied, in order to ensure the delivery of high quality patient care and a safe working environment for nurses. The parties to this Agreement recognise that safe staffing levels are determined by a range of factors including skill mix, patient acuity, specialisation, geography and supervisory responsibilities.
- (ii) The parties agree that existing flexibility in respect of staffing will be maintained. In determining whether staffing levels are safe and appropriate, the practice of staffing based on collaboration between Nursing Administration and Ward/Unit management will occur on a shift basis, taking into account the following factors:
 - (a) occupancy;
 - (b) patient acuity;
 - (c) the skill level of staff;
 - (d) the availability of support staff, including educators;
 - (e) patient movements;
 - (f) access to training, including e-learning;
 - (g) workplace health and safety;
 - (h) practice with comparative wards/units within the Employer's other facilities;
 - (i) obligations arising from professional registration; and
 - (j) professional nursing standards, where appropriate e.g. ACORN standards.

(iii) Staffing ratios

- (a) Notwithstanding subclause 43(ii) above, effective from 1 January 2024 and applying until 30 June 2024, the Employer will adhere to the following nurse to patient ratios on night duty (**ND**), subject to the provisions of subclauses 43(iii)(f)-(n) below:

- (1) All Medical/Surgical Wards on ND (excluding Rehabilitation and Mental Health wards/units):

- (i) From 1 January 2024 – 1 nurse: 9 patients including In Charge

- (b) If a ward or unit is operating with an average (based on the period 1 July to 31 December 2023) nurse to patient ratio within its specialty on a ND shift that is lower than the applicable minimum in subclause 43(iii)(a) for that ND shift, the Hospital will, as far as practicable and subject to the same specialty patient and acuity profile, and subclauses 43(iii)(f)-(n) below, maintain that lower nurse-to-patient ratio for ND in that ward or unit as at 1 January 2024 and until 30 June 2024.
- (c) Effective 1 July 2024, the Darlinghurst Hospital will adhere to the following nurse to patient ratios, subject to the provisions of subclauses 43(iii)(f)-(n) below:

Darlinghurst Hospital			
Specialty	AM ratio	PM ratio	ND ratio
Medical /Surgical wards	1 nurse: 4 patients, plus In Charge	1 nurse: 5 patients, plus In Charge	1 nurse: 8 patients, including In Charge
Cardiovascular	1 nurse: 4 patients, plus In Charge	1 nurse: 5 patients, plus In Charge	1 nurse: 6 patients, including In Charge
Rehabilitation	1 nurse: 6 patients, including In Charge	1 nurse: 6 patients, including In Charge	1 nurse: 6 patients, including In Charge
Mental Health	1 nurse: 7 patients, plus In Charge	1 nurse: 7 patients, including In Charge	1 nurse: 10 patients, including In Charge
Day Chemotherapy (Monday – Friday service)	1 nurse: 5 patients, plus In Charge	1 nurse: 5 patients, including In Charge	Not applicable
Intensive Care	<ul style="list-style-type: none">1 registered nurse: 1 ventilated patientNon-ventilated patients: the nurse to patient ratio to be determined clinically by the In Charge		
Perioperative Services	Staffing will be in accordance with the provisions of the Australian College of Operating Room Nurses (ACORN) Standards 16 th edition (Staffing Requirements), as updated from time to time.		

- (d) Effective 1 July 2024, the Mater Hospital will adhere to the following nurse to patient ratios, subject to the provisions of subclauses 43(iii)(f)-(n) below:

Mater Hospital			
Specialty	AM ratio	PM ratio	ND ratio
Medical/Surgical wards	1 nurse: 4 patients, plus In Charge, plus	1 nurse: 5 patients, plus In Charge	1 nurse: 8 patients, including In Charge

	Team Leader (as defined in subclause 43(iii)(e))		
Maternity (Post Natal)	1 midwife/nurse: 4 patients, plus In Charge	1 midwife/nurse: 5 patients, plus In Charge	1 midwife/nurse: 6 patients, including In Charge
Maternity (Birth Suite)	<ul style="list-style-type: none"> • Early Labour – 1 midwife: 2 patients, plus In Charge • Active Labour – 1 midwife: 1 patient 	<ul style="list-style-type: none"> • Early Labour – 1 midwife: 2 patients, including In Charge • Active Labour – 1 midwife: 1 patient 	<ul style="list-style-type: none"> • Early Labour – 1 midwife: 2 patients, including In Charge • Active Labour – 1 midwife: 1 patient
Special Care Nursery	1 nurse: 3 patients, plus In Charge	1 nurse: 3 patients, including In Charge	1 nurse: 3 patients, including In Charge
Maternity / Level 3	ND: 1 midwife/nurse in addition to the ND ratio for the Maternity (Post Natal), Maternity (Birth Suite) and Special Care Nursery specialties – for the avoidance of doubt, the 1 midwife/nurse will be available to all maternity units on ND in Maternity (Post Natal), Maternity (Birth Suite) and Special Care Nursery		
Rehabilitation	1 nurse: 6 patients, including In Charge	1 nurse: 6 patients, including In Charge	1 nurse: 10 patients, including In Charge
Cardiovascular	1 nurse: 4 patients, plus In Charge, plus Team Leader (as defined in subclause 43(iii)(e))	1 nurse: 4 patients, plus In Charge	1 nurse: 6 patients, including In Charge
Day Chemotherapy (Monday – Friday service)	1 nurse: 4 patients plus In Charge		Not applicable
Palliative Care	1 nurse: 4 patients, plus In Charge	1 nurse: 5 patients, plus In Charge	1 nurse: 8 patients, including In Charge
Intensive Care	<ul style="list-style-type: none"> • 1 registered nurse: 1 ventilated patient, including Team Leader (as defined in subclause 43(iii)(e)) • Non-ventilated patients: the nurse to patient ratio to be determined clinically by the In Charge 		
Perioperative Services	Staffing will be in accordance with the provisions of the Australian College of Operating Room Nurses (ACORN) Standards 16 th edition (Staffing Requirements), as updated from time to time.		

- (e) For the purposes only of the Mater Hospital ratios contained in the table at subclause 43(iii)(d) above, the “Team Leader” (where specified) is a Registered Nurse designated as such who will be allocated a patient load of not less than 1 patient and up to 75% of the stated maximum patient load for the AM shift for that Specialty, and will be

available to provide clinical support and assistance to the In Charge and the other nurses on the AM shift in that Specialty.

- (f) The Employer is committed to adhering, as far as possible, to the nurse to patient ratios specified in subclauses 43(iii)(a)-(d) above. However, the parties acknowledge that circumstances as set out in subclauses 43(iii)(g) and 43(iii)(i) below may arise that require the Employer to increase or decrease the applicable nurse to patient ratio specified in subclauses 43(iii)(a)-(d), on a temporary basis, or for a limited period of time, or on an ongoing basis.
- (g) The circumstances which may require the Employer to increase or decrease the applicable nurse to patient ratio on a temporary basis or for a limited period of time only, include a change to patient specialty, government direction to services, a change to occupancy and/or acuity profile (provided that such change in accordance with this subclause (g) due to a change to occupancy or acuity profile will be limited to a shift by shift basis) or an inability to secure replacement staff at short notice. Where practicable, Employees directly impacted by such a change will be notified by the Hospital of the decision and the reason for the change.
- (h) Where circumstances arise that may require the Employer to increase or decrease the applicable nurse to patient ratio on a temporary basis or for a limited period of time only, the in charge nurse of the unit or hospital will first take steps to maintain, as far as practicable, that applicable nurse-to-patient ratio. Such action may include any, some or all of the following steps:
 - (1) additional hours for part time staff;
 - (2) the engagement of casual/agency staff;
 - (3) the use of overtime;
 - (4) on call arrangements;
 - (5) redeployment between wards/units.
- (i) Exceptional circumstances may arise such as government direction to services, significant changes to patient specialty and/or acuity profile, and changes to health insurance, that may require the Employer proposing to increase or decrease the applicable nurse to patient ratio in subclauses 43(iii)(a)-(d) on an ongoing basis. Where such circumstances arise, the Employer will endeavour to maintain, as far as practicable, the applicable nurse-to-patient ratio before proposing any such change to the applicable ratio.
- (j) Where, due to circumstances as set out in subclause 43(iii)(i), the Employer is proposing to increase or decrease the applicable nurse to patient ratio in subclauses 43(iii)(a)-(d) on an ongoing basis, Employees directly impacted by such a change, and their appointed representatives (if any), will be notified by the Hospital of the decision and the reason for the proposed change in accordance with clause 11. Any dispute in relation to the decision will be subject to the dispute resolution procedure at clause 10.
- (k) The nurse-to-patient ratios referred to in subclauses 43(iii)(a)-(d) above:
 - (1) incorporate Registered Nurse / Midwife, Enrolled Nurse and Assistant in Nursing hours (subject to subclause (2) below);

- (2) exclude Assistants in Nursing from the ND nurse to patient ratio; and
- (3) do not apply to Griffith Hospital, provided that the ACORN Standards will apply to Griffith Hospital.
- (l) Nurses who are designated 'In Charge' will not be allocated a patient load in those wards / units where the nurse-to-patient ratio specified in subclauses 43(iii)(c) and 43(iii)(d) is expressed as 'plus In Charge', unless there is an unplanned absence in the unit and the Employee cannot be replaced, in which case the designated in charge nurse may be allocated a patient load.
- (m) The skill mix establishment for every ward/unit, will include 75% Registered Nurses / Registered Midwives (excluding Day Surgery and Rehabilitation). Each shift will comprise of nurses with the required qualifications, experience and competency to provide safe patient care.
- (n) Staff performing positions such as AHMs, Clinical Nurse Educators (CNEs), Clinical Nurse Consultants (CNCs), or wards persons are in addition to the minimum ratios provided for in subclauses 43(iii)(a)-(d).
- (iv) Replacing leave absences
 - (a) Leave absences including sick leave will be replaced by the same skilled level of nurse/midwife or a nurse/midwife of a higher classification e.g.: RN with RN, EN with EN as far as practicable.
 - (b) If all avenues to backfill the absence with a nurse or midwife at the same classification are exhausted and the only remaining option is to backfill the absence with a nurse or midwife of a lower classification, the NUM/MUM/In Charge must be satisfied that the delivery of high quality patient care in the ward/unit can be safely and appropriately performed by a nurse/midwife of another nursing/midwifery classification within the overall skill mix of the ward/unit.
- (v) Specials In Addition
 - (a) The NUM/MUM/In Charge will allocate nurses and/or midwives to patients clinically assessed as needing specialised care. This is in addition to the rostered nursing and midwifery hours for each ward and unit. Specials are in addition to the nurse-to-patient ratios for inpatient wards covered by subclauses 43(iii)(a)-(d).
- (vi) Allocation of Patient Load - In Charge of Ward/Unit Considerations for a patient load
 - (a) In determining the allocation of a patient load for nurses designated "in Charge", the Employer agrees to consider the In-Charge workload, including but not limited to, the following factors:
 - (1) all tasks and responsibilities that are required to be undertaken as part of the role and shift;
 - (2) professional standards and obligations;
 - (3) skill mix on the ward/unit;
 - (4) occupancy;
 - (5) patient acuity, and

- (6) where after hours/weekend surgery is performed.
- (b) For the purpose of subclause 43(vi)(a) above, a patient load may be allocated to nurses designated “in Charge” where:
 - (1) they are not supernumerary; or
 - (2) the nurse to patient ratio for a ward / unit in this clause 43 is expressed as “including In Charge”; or
 - (3) an unplanned absence arises in a ward / unit which has a nurse to patient ratio expressed in this clause 43 as “plus In Charge” and the Employee cannot be replaced.
- (vii) Review Allocation of Patient Load
 - (a) A nurse/midwife in a ward/unit may request a review of the patient load where they consider that their professional obligations or safe patient care is at risk.
- (viii) Required Staffing Levels
 - (a) The following will be considered when determining the staffing levels required and clinical workloads of nurses and midwives including NUM/MUM/In Charge:
 - (1) the clinical assessment of patient acuity;
 - (2) skill mix and specialisation;
 - (3) geography and facility layout;
 - (4) the maintenance of safe working conditions in accordance with relevant guidelines and statutory Workplace Health and Safety legislation;
 - (5) professional nursing and midwifery standards, obligations and codes of conduct set down by relevant regulatory bodies;
 - (6) the completion of mandatory e-learning modules,
 - (7) access to meal and rest breaks and
 - (8) licensing standards (Private Health Facilities Act 2007 NSW and Private Health Facilities Regulation 2017 NSW) as amended from time to time.
- (ix) Monitoring staffing at ward/unit meetings

Staffing will be reviewed collaboratively at monthly meetings where practicable. These meetings will be minuted with the minutes displayed in a prominent place.
- (x) Resolving staffing issues
 - (a) Should any nurse or group of nurses in any one ward or unit feel the workloads are unreasonably heavy, on a regular basis, then they have a responsibility to raise their concerns in writing with their nurse manager.
 - (b) The nurse manager shall investigate any issue that is raised within 48 hours, where practicable, and provide a response to the issues.

- (c) If the nurse manager is unable to resolve the workload issue or respond within this period, the issue is to be referred to the Director of Nursing.
 - (d) The Employee may be represented by their NSWNMA branch representatives.
 - (e) If the matter is not settled with a reasonable period of time, Clause 10 Resolution of Disputes will apply.
 - (f) In determining workloads the Employer is entitled to take into account the needs of the workplace including patient care and the need to roster Employees at short notice in accordance with this Agreement.
- (xi) Process to adjust staffing
- (a) When a nurse manager considers additional nursing hours should be provided in order to meet clinical needs, they will inform their immediate supervisor.
 - (b) Where it is determined to backfill an absence, the default position is to fill the absence with a nurse of the same classification as the absent nurse, wherever reasonably practicable.
 - (c) The Employer will collaboratively consider a solution(s) including, but not limited to, the following options:
 - (1) deployment of appropriately skilled nurses from other wards/units;
 - (2) additional hours for part-time staff;
 - (3) engagement of casual or agency nursing staff;
 - (4) overtime;
 - (5) prioritisation of nursing activities on the ward/unit;
 - (6) reallocation of patients.
 - (d) The Employer's decision will be recorded in writing.

44. Learning and Development

- (i) Managers and supervisors are responsible for promoting and supporting learning activities for Employees in their area of responsibility.
- (ii) Professional development shall be identified on an annual basis through the Employees' annual performance appraisal.
- (iii) Leave for learning or development will be negotiated between the Employee and the Employer, based on the requirements of the course and the needs of the Employer.
- (iv) Study leave for the purposes of learning and development will be negotiated between the Employer and the Employees.

45. Continuing Professional Development

- (i) The parties acknowledge that professional development is a shared responsibility. In order to fulfil the continuing professional development requirements of the Nursing and Midwifery

Board of Australia and Australian Health Practitioner Regulation Agency, registered nurses and enrolled nurses, in consideration of operational requirements, shall be provided access to appropriate training. This training may involve any combination of the following and is subject to management approval:

- writing or reviewing nursing educational materials;
- presenting at or attending workplace education sessions;
- attendance or presentation at external conferences, lectures, seminars or professional meetings; and
- undertaking relevant online or face to face undergraduate or post graduate studies which are relevant to their clinical practice.

(ii) Study / examination / conference / professional development leave

- (a) Full time Employees and part-time Employees who are contracted to work not less than 38 hours per fortnight shall be entitled to two days' (up to 8 hours for each of the two days) paid study / examination / conference / professional development leave per annum for the purposes of attending courses/conferences and/or undertaking or preparing for examinations in a relevant course of study conducted by a recognised institution. Part-time Employees who are contracted to work less than 38 hours per fortnight shall be entitled to one day's (up to 8 hours) leave under this clause.
- (b) Payment for the leave is calculated at the Employee's ordinary rate for their ordinary hours of work (up to 8 hours) on the day on which the leave is taken.
- (c) Leave entitlements pursuant to this clause shall not accumulate from year to year.
- (d) Leave entitlements pursuant to this clause shall be taken at a time that is mutually agreed between the Employer and the Employee.

46. Purchased Leave (48/52)

- (i) Staff shall have the option of applying to purchase up to an additional four weeks paid leave. Purchased leave is leave purchased by the Employee funded through authorised salary deductions over the corresponding twelve month period resulting in a proportionate reduction in the Employee's ordinary rate of pay to take into account the purchase of the additional leave.
- (ii) Upon application, management may approve in writing a total of up to four weeks' additional paid leave with a proportionate reduction in the Employee's ordinary rate to fund the purchased leave. When reviewing the application, management will take into consideration the role and responsibilities of the applicant's position.
- (iii) Employees may not alter such election as specified in the above sub clauses during the year except with the agreement of the Employer. Where the Employee ceases to receive additional leave in accordance with this clause, the Employee will revert back to their normal ordinary rate.
- (iv) Purchased leave must be utilised within the 12 months in which it is purchased. If purchased leave is not utilised within the 12 months in which it is purchased, the Employee will be paid

the purchased leave unless an extension to the purchased leave period is agreed to by the Employer.

- (v) Where an Employee leaves the Employer during a year in which purchased leave has been approved, the final payment will be adjusted to take account of deductions made and leave not taken.

47. Leave to deal with Family and Domestic Violence

- (i) Leave to deal with Family and Domestic Violence

This clause applies to all Employees, including casuals.

- (ii) Definitions

In this clause:

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

family member means:

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

A reference to a spouse or a de facto partner in the definition of family member in this clause includes a former spouse or de facto partner.

- (iii) Entitlement to leave

- (a) An Employee is entitled to 10 days' paid leave (calculated at the Employee's full rate of pay as defined in the Act) if the Employee:
 - (1) Is experiencing family and domestic violence; and
 - (2) needs to do something to deal with the impact of the family and domestic violence; and
 - (3) it is impractical for the Employee to do that thing outside their ordinary hours of work.
- (b) For casual Employees:
 - (1) the leave entitlement is paid based on the hours the Employee was rostered to work in the period over which the leave is taken;
 - (2) without limiting subclause (b)(i), a casual Employee is taken to have been rostered to work hours in a period if the Employee has accepted an offer by the Employer of work for those hours;
 - (3) they may take a period of family and domestic violence leave in accordance with subclause (iii)(a) that does not include hours for which the Employee is rostered to work, however such leave will be unpaid.

- (c) The leave is available in full at the start of each 12 month period of the Employee's employment, but does not accumulate from year to year.
- (d) A period of leave to deal with family and domestic violence may be less than a day by agreement between the Employee and the Employer.
- (e) The Employer and Employee may agree that the Employee may take additional unpaid leave to deal with family and domestic violence
- (f) The reasons for which an Employee may take leave include making arrangements for their safety or the safety of a family member (including relocation), attending urgent court hearings, or accessing police services.

(iv) Service and continuity

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

(v) Notice and evidence requirements

An Employee must give the Employer notice of the taking of leave by the Employee under this clause. The notice:

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

An Employee who has given the Employer notice of the taking of leave under this clause must, if required by the Employer, give the Employer evidence that would satisfy a reasonable person that the leave is taken for the purpose specified in this clause. Depending on the circumstances such evidence may include a document issued by the police service, a court or a family violence support service, or a statutory declaration.

(vi) Confidentiality

The Employer will take steps to ensure information concerning any notice an Employee has given, or evidence an Employee has provided under clause 47(vi), is treated confidentially, as far as it is reasonably practicable to do so.

Nothing in clause 47 prevents the Employer from disclosing information provided by an Employee if the disclosure is required by an Australian law or is necessary to protect the life, health or safety of the Employee or another person.

The Employer acknowledges that information concerning an Employee's experience of family violence is sensitive and if mishandled can have adverse consequences for the Employee. The Employer and Employee may consult about the handling of sensitive information.

(vii) Compliance

An Employee is not entitled to take leave under clause 47 unless the Employee complies with clause 47.

48. Continuing Education Allowance

- (i) Effective from the first full pay period commencing on or after 1 July 2025, a full-time or part-time Employee employed in the classification of Registered Nurse/Midwife years/levels 1-8 (and Level 8A where applicable), Clinical Nurse/Midwife Educator and Lactation Breast Care Consultant that holds an eligible continuing education qualification (as set out in Table 7 of Schedule 1) in addition to the qualification leading to registration shall be paid a continuing education allowance, subject to the following conditions:
- (a) Subject to subclauses (d) to (h) below, an Employee who holds a Post Registration Hospital or Graduate Certificate as recognised by the Employer and relevant to the Employee's current role shall be paid an allowance as set in out in Item 17 of Table 4 of Schedule 1 for Darlinghurst Hospital Employees, and in Item 22 of Table 5 of Schedule 1 for Mater Hospital and Griffith Hospital Employees.
 - (b) Subject to subclauses (d) to (h) below, an Employee who holds a Post Graduate Diploma or Post-Graduate Degree (other than a nursing undergraduate degree) as recognised by the Employer and relevant to the Employee's current role shall be paid an allowance as set in out in Item 18 of Table 4 of Schedule 1 for Darlinghurst Hospital Employees, and in Item 23 of Table 5 of Schedule 1 for Mater Hospital and Griffith Hospital Employees.
 - (c) Subject to subclauses (d) to (h) below, an Employee who holds a Masters or Doctorate as recognised by the Employer and relevant to the Employee's current role shall be paid an allowance as set in out in Item 19 of Table 4 of Schedule 1 for Darlinghurst Hospital Employees, and in Item 24 of Table 5 of Schedule 1 for Mater Hospital and Griffith Hospital Employees.
 - (d) The allowance is only payable where the qualification is accepted by the Employer to be directly relevant to the competency and skills used by the nurse/midwife in the duties of the position.
 - (e) An Employee holding more than one relevant qualification is only entitled to one allowance, being the allowance of the highest monetary value.
 - (f) The Employee claiming entitlement to a qualification must provide evidence to the satisfaction of the Employer (e.g., an original or certified copy of a letter or transcript from the university denoting the Employee's clinical practice specialty) that they hold that qualification. The Employee must complete the requisite application form, and submit it to HR along with evidence that establishes the Employee holds the relevant continuing education qualification. Payment of the allowance commences on the first full pay period after the application and evidence has been submitted and approved by the Employer. Payment of the Continuing Education Allowance will not be backdated.
 - (g) For the avoidance of doubt, a qualification allowance cannot be claimed by a Registered Nurse / Midwife in respect of that Employee's base qualification leading to registration as a Registered Nurse / Midwife.
 - (h) The course of study must be assessed by the Employer as being of equivalent standard to a post graduate certificate. If the qualification was received prior to January 1990 the Employee will also need to produce evidence to support qualification is to the equivalent standard to a post graduate certificate.
 - (i) Subject to the subclauses (d) to (h) above, a Registered Nurse who holds additional qualifications to practice as a Midwife will be entitled to be paid the Continuing Education Allowance.

- (j) Allowances are not to be included in the Employee's ordinary rate of pay. The allowance is not payable during periods of paid leave taken by the Employee, but they will be paid on ADO's.
 - (k) Part- time Employees will be entitled to be paid the qualification allowance on a pro-rata basis based on their ordinary hours worked.
- (ii) For the avoidance of doubt:
- (a) in recognition of post-graduate qualifications being a preferred or required criteria for specific classifications, it is acknowledged that the wage rates in Table 1 of Schedule 1 for the following classifications incorporate an additional payment of \$30 that was made to their weekly wage in 2012, in accordance with the *St Vincent's Private Hospital Nurses' Enterprise Agreement 2011*:
 - (1) Nurse / Midwife Educator Years 1-4
 - (2) Clinical Nurse / Midwife Specialist, Grades 1,2 and 3
 - (3) Clinical Nurse / Midwife Consultant, Grades 1, 2 and 3
 - (4) Nurse / Midwife Unit Manager, Levels 1,2 and 3
 - (5) Senior Nurse / Midwife Educator, Years 1, 2 and 3
 - (6) Nurse / Midwife Practitioner, Years 1, 2, 3 and 4
 - (7) Assistant Director of Nursing
 - (8) Deputy Director of Nursing
 - (9) Director of Nursing
 - (b) in recognition of a Masters Degree being a preferred or required criteria for specific classifications, it is acknowledged that the wage rates in Table 1 of Schedule 1 for the following classifications incorporate an additional payment of \$30 that was made to their weekly wage in 2012, in accordance with the *St Vincent's Private Hospital Nurses' Enterprise Agreement 2011*:
 - (1) Nurse / Midwife Educator, Year 4
 - (2) Clinical Nurse / Midwife Specialist, Grade 3
 - (3) Clinical Nurse / Midwife Consultant, Grade 3
 - (4) Nurse / Midwife Unit Manager, Level 3
 - (5) Assistant Director of Nursing
 - (6) Deputy Director of Nursing
 - (7) Director of Nursing

49. Professional Practice Allowance

- (i) The following provisions apply only to Mater Hospital and Griffith Hospital Employees, and will cease to have application from the first full pay period commencing on or after 1 July 2025:
- (a) An amount set out in Table 6 (Professional Practice Allowance) will be paid to eligible Registered Nurses and Midwives on the satisfactory completion of tertiary post-graduate qualifications, as set out in subclause (c) below, where holding a post-graduate qualification over and above a Bachelor's degree) that increases the Employee's knowledge and skills of the job.
 - (b) The eligible nurse or midwife must complete the Professional Practice Allowance application form, and submit it to HR along with evidence that establishes the nurse or midwife has the qualification as set out below. Payment of the Professional Practice Allowance commences on the first full pay period after the application and evidence has been submitted and approved by the Employer. Payment of the Professional Practice Allowance will not be backdated.
 - (c) The positions and qualifications in respect to which the Professional Practice Allowance is payable, are set out below:

Assistant Director of Nursing	Bachelor of Health Administration or relevant Masters Degree
Deputy Director of Nursing	Bachelor of Health Administration or relevant Masters Degree
Director of Nursing	Bachelor of Health Administration or relevant Masters Degree
Clinical Nurse/Midwife Consultant, Grades 1, 2 and 3	Post graduate degree in Nursing or Health that is relevant to the employee's speciality or position
Clinical Nurse/Midwife Specialist, Grade 1 and 2	Post graduate degree in Nursing or Health that is relevant to the employee's speciality or position
Clinical Nurse/Midwife Specialist, Grade 3	Masters in Nursing or Health that is relevant to the employee's speciality or position
Eligible Midwife	Masters in Midwifery
Lactation Consultant/Breast Care Specialist	International Board of Certified Lactation Consultants accreditation
Nurse/Midwife Practitioner	Masters of Midwifery or Masters in Nursing or Health that is relevant to the employee's speciality or position
Nurse/Midwife Educator, Grade 2	Masters in Education, Nursing or Health that is relevant to the employee's speciality or position
Nurse/Midwife Unit Manager, Grades 1 and 2	Masters in Nursing or Health that is relevant to the employee's speciality or position
Nursing/Midwife Unit Manager, Grade 3	Masters in Education, Nursing or Health that is relevant to the employee's speciality or position
Senior Midwife	Masters of Midwifery or Masters in Nursing or Health that is relevant to the employee's speciality or position

Senior Nurse/Midwife Educator	Post graduate degree in Nursing or Health that is relevant to the employee's speciality or position
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- (d) Mater Hospital and Griffith Hospital Employees eligible and in receipt of the Professional Practice Allowance in accordance with the provisions above, will receive payment of the Professional Practice Allowance until the first full pay period commencing on or after 1 July 2025. At that time payment of the Professional Practice Allowance will cease and pending the Employee's eligibility in accordance with clause 48 above, the Mater Hospital / Griffith Hospital Employee will receive the Continuing Education Allowance in accordance with clause 48 above.

50. Consultative structures

- (i) At each Hospital a Nursing Consultative Committee (the "NCC") will operate in accordance with its terms of reference, comprising of employee representation, workplace employee representation and Hospital representation to achieve the objectives of this Agreement.
- (ii) The NCC will promote the development and implementation of modern work practices, which will improve the quality of work and outcomes, and the quality of working life, productivity, efficiency and job security of employees at the Hospital during the life of this Agreement.
- (iii) The role of the NCC will be to:
 - (a) ensure staff are educated and informed in relation to this Agreement;
 - (b) ensure fair, consultative and participative practices are implemented throughout operative period of this Agreement;
 - (c) promote the development and implementation of efficient and effective work practices with specific reference to training and professional development;
 - (d) act as a consultative mechanism for issues of workload management submitted to it; and
 - (e) provide a consultative mechanism for the Hospital, its employees and the NSWNMA.
- (iv) A key objective of the NCC is to achieve a more cooperative workplace culture. The Hospital will provide resources and training as reasonably required to enable the NCC members to carry out their responsibilities as set out in this Agreement. Such resources and training can include, but are not limited to: payment of an employee's time to be reimbursed through the administration budget; necessary backfilling and other resources such as photocopying and telephone access; etc.
- (v) The NCC shall meet quarterly or more often as required.
- (vi) The constitution and the Terms and Reference of the Committee are contained at Appendix 2 of this Agreement.

SCHEDULE 1 – WAGES AND ALLOWANCES

TABLE 1: Darlinghurst Hospital Salaries
(per week)

First full pay period on or after	01/01/2022 (Current)	01/07/2023	01/07/2024	01/07/2025
Increase		4.00%	4.00%	3.00%
Assistant In Nursing				
Year 1	\$ 961.41	\$ 999.87	\$ 1,039.86	\$ 1,071.06
Year 2	\$ 992.29	\$ 1,031.98	\$ 1,073.26	\$ 1,105.45
Year 3	\$ 1,023.29	\$ 1,064.23	\$ 1,106.79	\$ 1,140.00
Thereafter	\$ 1,055.27	\$ 1,097.48	\$ 1,141.38	\$ 1,175.62
Enrolled Nurse				
Year 1	\$ 1,180.42	\$ 1,227.64	\$ 1,276.75	Ceases to apply
Year 2	\$ 1,206.13	\$ 1,254.38	\$ 1,304.56	Ceases to apply
Year 3	\$ 1,232.11	\$ 1,281.39	\$ 1,332.65	Ceases to apply
Year 4	\$ 1,258.10	\$ 1,308.42	\$ 1,360.76	Ceases to apply
Thereafter	\$ 1,274.29	\$ 1,325.27	\$ 1,378.28	Ceases to apply
Enrolled Nurse Special Grade				
	\$ 1,324.86	\$ 1,377.85	\$ 1,432.97	Ceases to apply
Enrolled Nurse Endorsed to Administer Medication (EEN)				
Year 1	\$ 1,206.13	\$ 1,254.38	\$ 1,304.56	Ceases to apply
Year 2	\$ 1,232.62	\$ 1,281.92	\$ 1,333.20	Ceases to apply
Year 3	\$ 1,258.10	\$ 1,308.42	\$ 1,360.76	Ceases to apply
Year 4	\$ 1,274.29	\$ 1,325.27	\$ 1,378.28	Ceases to apply
Year 5	\$ 1,301.95	\$ 1,354.03	\$ 1,408.19	Ceases to apply
Enrolled Nurse / EEN (applicable from the FFPPOOA 1 July 2025)				
Year 1 (EEN entry level)	Not applicable			\$ 1,394.13
Year 2	Not applicable			\$ 1,423.80
Year 3	Not applicable			\$ 1,456.05
EN Special Grade	Not applicable			\$ 1,482.98
Nurse-Undergoing Pre Registration training/ AIN in 3 rd yr of U/G study				
	\$ 1,153.61	\$ 1,199.76	\$ 1,247.75	\$ 1,285.18
Registered Nurse/ Midwife				
Year 1	\$ 1,338.14	\$ 1,391.66	\$ 1,447.33	\$ 1,490.75
Year 2	\$ 1,411.03	\$ 1,467.47	\$ 1,526.17	\$ 1,571.96
Year 3	\$ 1,483.67	\$ 1,543.02	\$ 1,604.74	\$ 1,652.88
Year 4	\$ 1,561.76	\$ 1,624.23	\$ 1,689.20	\$ 1,739.88
Year 5	\$ 1,639.27	\$ 1,704.84	\$ 1,773.04	\$ 1,826.23
Year 6	\$ 1,716.79	\$ 1,785.46	\$ 1,856.88	\$ 1,912.59
Year 7	\$ 1,804.65	\$ 1,876.83	\$ 1,951.91	\$ 2,010.47
Year 8	\$ 1,879.25	\$ 1,954.42	\$ 2,032.60	\$ 2,093.57
Clinical Nurse/ Midwife Educator				
	\$ 1,956.07	\$ 2,034.32	\$ 2,115.69	\$ 2,179.16
Nurse/ Midwife Educator				
Year 1	\$ 2,206.17	\$ 2,294.42	\$ 2,386.20	\$ 2,457.78
Year 2	\$ 2,267.09	\$ 2,357.77	\$ 2,452.08	\$ 2,525.64
Year 3	\$ 2,322.25	\$ 2,415.14	\$ 2,511.75	\$ 2,587.10

First full pay period on or after	01/01/2022 (Current)	01/07/2023	01/07/2024	01/07/2025
Year 4	\$ 2,478.36	\$ 2,577.49	\$ 2,680.59	\$ 2,761.01
Clinical Nurse/ Midwife Specialist				
Grade 1	\$ 2,041.70	\$ 2,123.37	\$ 2,208.30	\$ 2,274.55
Grade 2	\$ 2,121.86	\$ 2,206.73	\$ 2,295.00	\$ 2,363.85
Grade 3	\$ 2,269.09	\$ 2,359.85	\$ 2,454.25	\$ 2,527.88
Clinical Nurse/ Midwife Consultant				
Grade 1 Yr 1	\$ 2,389.76	\$ 2,485.35	\$ 2,584.77	Ceases to apply
Grade 1 Yr 2	\$ 2,437.67	\$ 2,535.18	\$ 2,636.59	Ceases to apply
Grade 2 Yr 1	\$ 2,485.17	\$ 2,584.58	\$ 2,687.96	Ceases to apply
Grade 2 Yr 2	\$ 2,533.49	\$ 2,634.83	\$ 2,740.22	Ceases to apply
Grade 3 Yr 1	\$ 2,667.29	\$ 2,773.98	\$ 2,884.94	Ceases to apply
Grade 3 Yr 2	\$ 2,715.33	\$ 2,823.94	\$ 2,936.90	Ceases to apply
Clinical Nurse/ Midwife Consultant				
Grade 1	Not applicable	Not applicable	Not applicable	\$ 2,715.68
Grade 2	Not applicable	Not applicable	Not applicable	\$ 2,822.43
Grade 3	Not applicable	Not applicable	Not applicable	\$ 3,025.01
Nurse/ Midwifery Unit Manager				
Level 1	\$ 2,396.06	\$ 2,491.90	\$ 2,591.58	\$ 2,669.33
Level 2	\$ 2,508.45	\$ 2,608.79	\$ 2,713.14	\$ 2,794.54
Level 3	\$ 2,612.25	\$ 2,716.74	\$ 2,825.41	\$ 2,910.18
Senior Nurse/ Midwife Educator				
Year 1	\$ 2,501.51	\$ 2,601.58	\$ 2,705.64	\$ 2,786.81
Year 2	\$ 2,552.21	\$ 2,654.30	\$ 2,760.47	\$ 2,843.29
Year 3	\$ 2,636.45	\$ 2,741.90	\$ 2,851.58	\$ 2,937.13
Nurse Practitioner				
Year 1	\$ 2,744.10	\$ 2,853.87	\$ 2,968.02	\$ 3,057.06
Year 2	\$ 2,794.38	\$ 2,906.16	\$ 3,022.40	\$ 3,113.07
Year 3	\$ 2,864.69	\$ 2,979.27	\$ 3,098.44	\$ 3,191.40
Year 4	\$ 2,935.53	\$ 3,052.95	\$ 3,175.07	\$ 3,270.32
Assistant DON 100 Beds & Over				
	\$ 2,612.25	\$ 2,716.74	\$ 2,825.41	\$ 2,910.18
Deputy DON				
100 less than 200 (applicable from the date of operation of the Agreement)	Not applicable	\$ 2,623.41	\$ 2,728.35	\$ 2,810.20
200 less than 250	\$ 2,674.27	\$ 2,781.24	\$ 2,892.49	\$ 2,979.26
250 less than 350	\$ 2,773.62	\$ 2,884.57	\$ 2,999.95	\$ 3,089.95
DON				
100 less than 200 (applicable from the date of operation of the Agreement)	Not applicable	\$ 2,884.57	\$ 2,999.95	\$ 3,089.95
200 less than 250	\$ 3,160.65	\$ 3,287.07	\$ 3,418.55	\$ 3,521.11
250 less than 350	\$ 3,276.71	\$ 3,407.78	\$ 3,544.09	\$ 3,650.42

Classification translation for Darlinghurst Hospital Employees effective from the first full pay period on or after (FFPPOA) 1 July 2025

Classification immediately prior to the FFPOOA 1 July 2025	Translated classification from the FFPOOA 1 July 2025
Enrolled Nurse	Enrolled Nurse / EEN
Year 1	No longer applicable
Year 2	Year 1
Year 3, Year 4 and Thereafter	Year 2 (maximum progression for non-endorsed Enrolled Nurses)
EEN	Enrolled Nurse / EEN
Year 1	Year 1
Year 2 and Year 3	Year 2 (maximum progression for non-endorsed Enrolled Nurses)
Year 4 and Year 5	Year 3 (maximum progression for endorsed Enrolled Nurses)
Enrolled Nurse Special Grade	EN Special Grade
Clinical Nurse Consultant	Clinical Nurse Consultant
Grade 1 Years 1 and 2	Grade 1
Grade 2 Years 1 and 2	Grade 2
Grade 3 Years 1 and 2	Grade 3

TABLE 2: Mater Hospital and Griffith Hospital Salaries
(per week)

First full pay period on or after	01/01/2022 (Current)	01/07/2023	01/07/2024	01/07/2025
Increase		4.00%	4.00%	3.00%
Assistant In Nursing				
Year 1	\$ 956.28	\$ 994.53	\$ 1,034.31	\$ 1,071.06
Year 2	\$ 987.25	\$ 1,026.74	\$ 1,067.81	\$ 1,105.45
Year 3	\$ 1,018.10	\$ 1,058.82	\$ 1,101.18	\$ 1,140.00
Thereafter	\$ 1,050.31	\$ 1,092.33	\$ 1,136.02	\$ 1,175.62
Enrolled Nurse/EEN				
Year 1	\$ 1,199.65	\$ 1,247.63	\$ 1,297.54	Ceases to apply
Year 2	\$ 1,251.41	\$ 1,301.47	\$ 1,353.53	Ceases to apply
Year 3	\$ 1,278.04	\$ 1,329.16	\$ 1,382.33	Ceases to apply
Year 4	\$ 1,306.99	\$ 1,359.27	\$ 1,413.64	Ceases to apply
Year 5 (Special Grade)	\$ 1,331.17	\$ 1,384.41	\$ 1,439.79	Ceases to apply
Enrolled Nurse/EEN (applicable from the FFPPOA 1 July 2025)				
Year 1 (EEN entry level)	Not applicable			\$ 1,394.13
Year 2	Not applicable			\$ 1,423.80
Year 3	Not applicable			\$ 1,456.05
EN Special Grade	Not applicable			\$ 1,482.98
Nurse-Undergoing Pre Registration training/ AIN in 3 rd yr of U/G study				
	\$ 1,147.86	\$ 1,193.78	\$ 1,241.53	\$ 1,285.18
Registered Nurse / Midwife				
Level 1 (New Graduate)	\$ 1,331.17	\$ 1,384.41	\$ 1,439.79	Ceases to apply
Level 2 (Senior Graduate)	\$ 1,403.72	\$ 1,459.87	\$ 1,518.26	Ceases to apply
Level 3	\$ 1,476.40	\$ 1,535.46	\$ 1,596.88	Ceases to apply
Level 4	\$ 1,553.73	\$ 1,615.87	\$ 1,680.51	Ceases to apply
Level 5	\$ 1,707.82	\$ 1,776.13	\$ 1,847.17	Ceases to apply
Level 6	\$ 1,869.64	\$ 1,944.42	\$ 2,022.20	Ceases to apply
Level 7	\$ 1,904.54	\$ 1,980.72	\$ 2,059.95	Ceases to apply
Registered Nurse / Midwife (applicable from the FFPPOA 1 July 2025)				
Level 1	Not applicable			\$ 1,490.75
Level 2	Not applicable			\$ 1,571.96
Level 3	Not applicable			\$ 1,652.88
Level 4	Not applicable			\$ 1,739.88
Level 5	Not applicable			\$ 1,826.23
Level 6	Not applicable			\$ 1,912.59
Level 7	Not applicable			\$ 2,010.47
Level 8	Not applicable			\$ 2,093.57
Level 8A	Not applicable			\$ 2,121.75
Lactation Breast Care Specialist				
	\$ 1,945.72	\$ 2,023.55	\$ 2,104.50	\$ 2,179.16
Clinical Nurse/ Midwife Educator				
	\$ 1,945.72	\$ 2,023.55	\$ 2,104.50	\$ 2,179.16
Nurse/Midwife Educator				
Grade 1 Year 1	\$ 2,158.36	\$ 2,244.70	\$ 2,334.48	Ceases to apply
Grade 1 Year 2	\$ 2,219.10	\$ 2,307.86	\$ 2,400.18	Ceases to apply
Grade 1 Year 3	\$ 2,273.58	\$ 2,364.53	\$ 2,459.11	Ceases to apply

Grade 2 Year 1	\$ 2,273.58	\$ 2,364.53	\$ 2,459.11	Ceases to apply
Grade 2 Year 2	\$ 2,392.48	\$ 2,488.18	\$ 2,587.71	Ceases to apply
Nurse/Midwife Educator (applicable from the FFPPOA 1 July 2025)				
Year 1	Not applicable			\$ 2,457.78
Year 2	Not applicable			\$ 2,525.64
Year 3	Not applicable			\$ 2,587.10
Year 4	Not applicable			\$ 2,761.01
Clinical Nurse / Midwife Specialist				
Grade 1	\$ 1,945.72	\$ 2,023.55	\$ 2,104.50	\$ 2,274.55
Grade 2	\$ 2,025.74	\$ 2,106.77	\$ 2,191.04	\$ 2,363.85
Grade 3	\$ 2,135.13	\$ 2,220.53	\$ 2,309.35	\$ 2,527.88
Clinical Nurse / Midwifery Consultant				
Grade 1	\$ 2,392.48	\$ 2,488.18	\$ 2,587.71	\$ 2,715.68
Grade 2	\$ 2,443.57	\$ 2,541.32	\$ 2,642.97	\$ 2,822.43
Grade 3	\$ 2,609.48	\$ 2,713.86	\$ 2,822.41	\$ 3,025.01
Nurse / Midwifery Unit Manager				
Level 1	\$ 2,345.34	\$ 2,439.16	\$ 2,536.72	\$ 2,669.33
Level 2	\$ 2,456.75	\$ 2,555.02	\$ 2,657.23	\$ 2,794.54
Level 3	\$ 2,522.51	\$ 2,623.41	\$ 2,728.35	\$ 2,910.18
Senior Nurse / Midwife Educator				
First Year	\$ 2,449.82	\$ 2,547.81	\$ 2,649.72	\$ 2,786.81
Second Year	\$ 2,500.37	\$ 2,600.38	\$ 2,704.40	\$ 2,843.29
Third Year	\$ 2,584.20	\$ 2,687.57	\$ 2,795.07	\$ 2,937.13
Nurse Practitioner (applicable from the date of operation of the Agreement)				
Year 1	Not applicable	\$ 2,853.87	\$ 2,968.02	\$ 3,057.06
Year 2	Not applicable	\$ 2,906.16	\$ 3,022.40	\$ 3,113.07
Year 3	Not applicable	\$ 2,979.27	\$ 3,098.44	\$ 3,191.40
Year 4	Not applicable	\$ 3,052.95	\$ 3,175.07	\$ 3,270.32
Assistant DON				
	\$ 2,522.51	\$ 2,623.41	\$ 2,728.35	\$ 2,910.18
Deputy DON				
100 less than 200	\$ 2,522.51	\$ 2,623.41	\$ 2,728.35	\$ 2,810.20
200 less than 250	\$ 2,704.59	\$ 2,812.78	\$ 2,925.29	\$ 2,979.26
250 less than 350	Not applicable			\$ 3,089.95
DON				
100 less than 200 (applicable from the date of operation of the Agreement)	Not applicable	\$ 2,884.57	\$ 2,999.95	\$ 3,089.95
200 less than 250	\$ 2,971.86	\$ 3,090.73	\$ 3,214.36	\$ 3,521.11
250 less than 350	\$ 3,212.35	\$ 3,340.85	\$ 3,474.48	\$ 3,650.42

Classification translation for Mater Hospital and Griffith Hospital Employees effective from the first full pay period on or after (FFPPOA) 1 July 2025

Classification immediately prior to the FFPPOA 1 July 2025	Translated classification from the FFPPOA 1 July 2025
Enrolled Nurse / EEN	Enrolled Nurse / EEN
Year 1	No longer applicable
Year 2	Year 1

Year 3	Year 2 (maximum progression for non-endorsed Enrolled Nurses)
Year 4	Year 3 (maximum progression for endorsed Enrolled Nurses)
Year 5 (Special Grade)	EN Special Grade
Registered Nurse	Registered Nurse
Level 1	Level 1 (graduate entry)
Level 2	Level 2
Level 3	Level 3
Level 4	Level 4
Level 5	Level 6
Level 6	Level 8
Level 7	Level 8A
Nurse Educator	Nurse Educator
Grade 1 Year 1	Year 1
Grade 1 Year 2	Year 2
Grade 1 Year 3	Year 3
Grade 2 Year 1	Year 3
Grade 2 Year 2	Year 4

TABLE 3: Darlinghurst Allowance
(per week)

First full pay period on or after	Current	01/07/2023	01/07/2024	01/07/2025
Assistant in Nursing				
Year 1	\$ 23.51	\$ 25.00	\$ 6.00	\$ 26.78
Year 2	\$ 24.26	\$ 25.80	\$ 6.83	\$ 27.64
Year 3	\$ 25.02	\$ 26.61	\$ 7.67	\$ 28.50
Thereafter	\$ 25.79	\$ 27.44	\$ 8.53	\$ 29.39
Enrolled Nurse				
Year 1	\$ 28.86	\$ 30.69	\$ 31.92	Ceases to apply
Year 2	\$ 29.49	\$ 31.36	\$ 32.61	Ceases to apply
Year 3	\$ 30.13	\$ 32.03	\$ 33.32	Ceases to apply
Year 4	\$ 30.77	\$ 32.71	\$ 34.02	Ceases to apply
Thereafter	\$ 31.15	\$ 33.13	\$ 34.46	Ceases to apply
Special Grade	\$ 32.39	\$ 34.45	\$ 35.82	Ceases to apply
Enrolled Nurse Endorsed to Administer Medication (EEN)				
Year 1	\$ 29.49	\$ 31.36	\$ 32.61	Ceases to apply
Year 2	\$ 30.14	\$ 32.05	\$ 33.33	Ceases to apply
Year 3	\$ 30.77	\$ 32.71	\$ 34.02	Ceases to apply
Year 4	\$ 31.15	\$ 33.13	\$ 34.46	Ceases to apply
Year 5	\$ 31.83	\$ 33.85	\$ 35.20	Ceases to apply
Enrolled Nurse/EEN (applicable from the FFPPOA 1 July 2025)				
Year 1 (EEN entry level)	Not applicable			\$ 34.85
Year 2	Not applicable			\$ 35.59
Year 3	Not applicable			\$ 36.40
Special Grade	Not applicable			\$ 37.07
Registered Nurse/ Midwife				
Year 1	\$ 32.72	\$ 34.79	\$ 36.18	\$ 37.27
Year 2	\$ 34.49	\$ 36.69	\$ 38.15	\$ 39.30
Year 3	\$ 36.27	\$ 38.58	\$ 40.12	\$ 41.32
Year 4	\$ 38.19	\$ 40.61	\$ 42.23	\$ 43.50
Year 5	\$ 40.07	\$ 42.62	\$ 44.33	\$ 45.66
Year 6	\$ 41.98	\$ 44.64	\$ 46.42	\$ 47.81
Year 7	\$ 44.12	\$ 46.92	\$ 48.80	\$ 50.26
Year 8	\$ 45.95	\$ 48.86	\$ 50.81	\$ 52.34
Clinical Nurse/ Midwife Educator				
	\$ 47.82	\$ 50.86	\$ 52.89	\$ 54.48
Nurse/ Midwife Educator				
Year 1	\$ 53.94	\$ 57.36	\$ 59.65	\$ 61.44
Year 2	\$ 55.49	\$ 58.94	\$ 61.30	\$ 63.14
Year 3	\$ 56.78	\$ 60.38	\$ 62.79	\$ 64.68
Year 4	\$ 60.48	\$ 64.44	\$ 67.01	\$ 69.03

First full pay period on or after	Current	01/07/2023	01/07/2024	01/07/2025
Clinical Nurse/ Midwife Specialist				
Grade 1	\$ 49.91	\$ 53.08	\$ 55.21	\$ 56.86
Grade 2	\$ 51.87	\$ 55.17	\$ 57.38	\$ 59.10
Grade 3	\$ 55.48	\$ 59.00	\$ 61.36	\$ 63.20
Clinical Nurse/ Midwife Consultant				
Grade 1 Year 1	\$ 58.42	\$ 62.13	\$ 64.62	Ceases to apply
Grade 1 Year 2	\$ 59.61	\$ 63.38	\$ 65.91	Ceases to apply
Grade 2 Year 1	\$ 60.76	\$ 64.61	\$ 67.20	Ceases to apply
Grade 2 Year 2	\$ 61.94	\$ 65.87	\$ 68.51	Ceases to apply
Grade 3 Year 1	\$ 65.22	\$ 69.35	\$ 72.12	Ceases to apply
Grade 3 Year 2	\$ 66.39	\$ 70.60	\$ 73.42	Ceases to apply
Clinical Nurse/ Midwife Consultant				
Grade 1	Not applicable			\$ 67.89
Grade 2	Not applicable			\$ 70.56
Grade 3	Not applicable			\$ 75.63
Nurse/ Midwifery Unit Manager				
NUM Level 1	\$ 58.58	\$ 62.30	\$ 64.79	\$ 66.73
NUM Level 2	\$ 61.33	\$ 65.22	\$ 67.83	\$ 69.86
NUM Level 3	\$ 63.87	\$ 67.92	\$ 70.64	\$ 72.75
Senior Nurse/ Midwife Educator				
Year 1	\$ 61.17	\$ 65.04	\$ 67.64	\$ 69.67
Year 2	\$ 62.40	\$ 66.36	\$ 69.01	\$ 71.08
Year 3	\$ 64.45	\$ 68.55	\$ 71.29	\$ 73.43
Assistant DON 100 Beds & Over				
	\$ 63.87	\$ 67.92	\$ 70.64	\$ 72.75
Deputy DON				
200 less than 250	\$ 65.39	\$ 69.53	\$ 72.31	\$ 74.48
250 less than 350	\$ 67.75	\$ 72.11	\$ 75.00	\$ 77.25
DON				
200 less than 250	\$ 77.28	\$ 82.18	\$ 85.46	\$ 88.03
250 less than 350	\$ 80.11	\$ 85.19	\$ 88.60	\$ 91.26

TABLE 4: Darlinghurst Hospital: Other Allowances, Rates and Deductions

	Allowance Type	FFPPOOA 1/01/2022	FFPPOOA 1/07/2023	FFPPOOA 1/07/2024	FFPPOOA 1/07/2025	Frequency of payment of allowance
	Increase	Current	4.00%	4.00%	3.00%	
	In charge					
1	In charge hospital day, evening or night shift	\$ 45.92	\$ 47.76	\$ 49.67	\$ 51.16	per shift
2	In charge ward/unit in absence of NUM	\$ 45.92	\$ 47.76	\$ 49.67	\$ 51.16	per shift
3	In charge ward/unit & hospital	\$ 68.71	\$ 71.45	\$ 74.31	\$ 76.54	per shift
4	In charge ward/unit & hospital (<100beds)	Not applicable			\$ 30.84	per shift
5	In charge hospital - day, evening or night shifts (<100beds)	Not applicable			\$ 46.18	per shift
	On call					
6	On Call	\$ 40.87	\$ 42.50	\$ 44.20	\$ 45.53	per 24 hours or part thereof
7	On Call – Rostered off (min)	\$ 79.47	\$ 82.65	\$ 85.96	\$ 88.54	Up to first 14 hours
8	On Call – Rostered off (Hr)	\$ 5.69	\$ 5.91	\$ 6.15	\$ 6.33	per hour
9	On Call during meal break	\$ 22.86	\$ 23.78	\$ 24.73	\$ 25.47	per break
	Lead apron					
10	Lead apron	\$ 2.12	\$ 2.21	\$ 2.29	\$ 2.36	per hour or part
	Overtime meal					
11	Meal on overtime	\$ 21.40	\$ 22.25	\$ 23.14	\$ 23.93	per meal
	Uniform and Laundry					
12	Uniform (including shoes, stockings & cardigan/jacket)	\$ 16.67	\$ 17.34	\$ 18.03	\$ 18.66	per week
13	Uniform (including shoes, socks & cardigan/jacket)	\$ 13.40	\$ 13.94	\$ 14.49	\$ 15.00	per week
14	Uniform - shoes & stockings only	\$ 6.47	\$ 6.73	\$ 7.00	\$ 7.25	per week
15	Uniform - shoes & socks only	\$ 3.20	\$ 3.33	\$ 3.46	\$ 3.59	per week
16	Laundry	\$ 6.52	\$ 6.78	\$ 7.05	\$ 7.28	per week
	Continuing Education					

17	Post Registration Hospital or Graduate Certificate	Not applicable	Not applicable	Not applicable	\$ 41.30	per week
18	Post Graduate Diploma or Post Graduate Degree	Not applicable	Not applicable	Not applicable	\$ 53.50	per week
19	Masters/Doctorate	Not applicable	Not applicable	Not applicable	\$ 82.00	per week

	Deduction Type	FFPPOOA 1/01/2022	FFPPOOA 1/07/2023	FFPPOOA 1/07/2024	FFPPOOA 1/07/2025	Frequency of payment
20	Car Parking	\$ 8.00	\$ 8.50	\$ 9.00	\$ 9.50	per day

TABLE 5: Mater Hospital and Griffith Hospital: Other Allowances and Rates

	Allowance Type	FFPPOOA 1/01/2022	FFPPOOA 1/07/2023	FFPPOOA 1/07/2024	FFPPOOA 1/07/2025	Frequency of payment of allowance
	Increase	Current	4.00%	4.00%	3.00%	
	In charge					
1	In charge ward/unit (in absence of NUM)	\$ 41.17	\$ 42.82	\$ 44.53	\$ 51.16	per shift
2	In charge hospital - day, evening or night shifts (<100beds)	\$ 27.69	\$ 28.79	\$ 29.95	\$ 30.84	per shift
3	In charge ward/unit & hospital (<100beds)	\$ 41.45	\$ 43.11	\$ 44.83	\$ 46.18	per shift
4	In charge hospital – day, evening or night shift	Not applicable			\$ 51.16	per shift
5	In charge ward/unit & hospital	Not applicable			\$ 76.54	per shift
	On call (applicable until the FFPPOOA 1 July 2025)					
6	On Call (12 Hours)	\$ 34.96	\$ 36.35	\$ 37.81	Ceases to apply	per designated 12 hour period
7	On Call (12 Hours) on day off	\$ 69.92	\$ 72.72	\$ 75.63	Ceases to apply	per designated 12 hour period
8	On call (24 hours)	\$ 49.31	\$ 51.28	\$ 53.33	Ceases to apply	per designated 24 hour period
9	On call (24 hours) on day off	\$ 97.44	\$ 101.33	\$ 105.39	Ceases to apply	per designated 24 hour period
10	On call during meal break	\$ 13.95	\$ 14.50	\$ 15.08	Ceases to apply	per break
	On call (from the FFPPOOA 1 July 2025)					
11	On Call	Not applicable			\$ 88.54	per 24 hours or part thereof
12	On Call – Rostered off (min)	Not applicable			\$ 45.53	Up to first 14 hours
13	On Call – Rostered off (Hr)	Not applicable			\$ 6.33	per hour
14	On Call during meal break	Not applicable			\$ 25.47	per break
	Lead apron					
15	Lead apron	\$ 1.95	\$ 2.03	\$ 2.11	\$ 2.36	per hour or part
	Overtime meal					

16	Meal on overtime	\$ 21.48	\$ 22.34	\$ 23.24	\$ 23.93	per meal
	Uniform and Laundry (rates effective from the FFPPOOA the date of operation of the Agreement)					
17	Uniform (including shoes, stockings & cardigan/jacket)	Not applicable	\$ 17.42	\$ 18.12	\$ 18.66	per week
18	Uniform (including shoes, socks & cardigan/jacket)	Not applicable	\$ 14.00	\$ 14.56	\$ 15.00	per week
19	Uniform - shoes & stockings only	Not applicable	\$ 6.77	\$ 7.04	\$ 7.25	per week
20	Uniform - shoes & socks only	Not applicable	\$ 3.35	\$ 3.48	\$ 3.59	per week
21	Laundry	Not applicable	\$ 6.80	\$ 7.07	\$ 7.28	per week
	Continuing Education					
22	Post Registration Hospital or Graduate Certificate	Not applicable	Not applicable	Not applicable	\$ 41.30	per week
23	Post Graduate Diploma or Post Graduate Degree	Not applicable	Not applicable	Not applicable	\$ 53.50	per week
24	Masters/Doctorate	Not applicable	Not applicable	Not applicable	\$ 82.00	per week

TABLE 6: Professional Practice Allowance

First full pay period on or after	01/01/2022 (Current)	01/07/2023	01/07/2024	01/07/2025
Increase		4.00%	4.00%	
Clinical Nurse Specialist				
Grade 1	\$37.07	\$38.55	\$40.09	Ceases to apply
Grade 2	\$37.07	\$38.55	\$40.09	
Grade 3	\$74.14	\$77.11	\$80.19	
Clinical Nurse Consultant				
Grade 1	\$37.07	\$38.55	\$40.09	Ceases to apply
Grade 2	\$37.07	\$38.55	\$40.09	
Grade 3	\$37.07	\$38.55	\$40.09	
Nurse Unit Manager				
Level 1	\$37.07	\$38.55	\$40.09	Ceases to apply
Level 2	\$37.07	\$38.55	\$40.09	
Level 3	\$74.14	\$77.11	\$80.19	
Nurse Educator				
Grade 2	\$74.14	\$77.11	\$80.19	Ceases to apply
Senior Nurse Educator				
	\$74.14	\$77.11	\$80.19	Ceases to apply
Assistant Director of Nursing				
	\$74.14	\$77.11	\$80.19	Ceases to apply
Deputy DON				
	\$74.14	\$77.11	\$80.19	Ceases to apply
DON				
	\$74.14	\$77.11	\$80.19	Ceases to apply
Senior Midwife (Level 6 thereafter)				
*Not referred to in wage rates	\$37.07	\$38.55	\$40.09	Ceases to apply
Nurse Practitioner/Midwife				
	\$74.14	\$77.11	\$80.19	Ceases to apply
Eligible Midwife				
*Not referred to in wage rates	\$74.14	\$77.11	\$80.19	Ceases to apply

As set out in clause 49, the eligible nurse or midwife must complete the Professional Practice Allowance application form, and submit it to HR along with evidence that establishes the nurse or midwife has the qualification as set out below. Payment of the Professional Practice Allowance commences on the first full pay period after the application and evidence has been submitted and approved by the Employer. Payment of the Professional Practice Allowance will not be backdated.

TABLE 7: Continuing Education Allowance – Eligible Post Graduate Qualifications

Critical Care / High Dependency	Perioperative	Maternity	Mental Health	Medical/Surgical	Rehabilitation	Education
Anaesthetics & Recovery Cardiac Nursing Cardiothoracic Nursing Critical Care Coronary Care High Dependency Intensive Care	Operating Theatre Anaesthetics and Recovery	Child & Family Health Lactation and Infant Feeding Midwifery Neonatal Intensive Care Women's Health	Child & Adolescent Mental Health Mental Health / Psychiatric Nursing	Acute Care Bariatric Breast Cancer Nursing Burns and Plastics Diabetes/Endocrinology Gastroenterology Infection Control Medical Nursing Neuroscience Oncology/Cancer Ophthalmology Orthopaedic Paediatrics Pain Management Palliative Care Plastics and Reconstructive Renal/Nephrology/Urology Stomal Therapy Surgical Nursing Urology Wound Management	Rehabilitation	Adult Education Clinical Education Nursing Education Training

APPENDIX 1: CLASSIFICATIONS

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

"Nurse Undergoing Pre-Registration Training" means an Assistant in Nursing in at least their second year of undergraduate nursing study or in their second trimester/semester of the Diploma of Nursing .

Enrolled Nurses

"Enrolled Nurse" means a nurse enrolled with the Nursing and Midwifery Board of Australia who:

- a) prior to July 1, 2010 held an endorsement for medication administration, or
- b) subsequent to July 1, 2010 has completed the Board's required approved qualifications in order to have the notation on their licence removed. For a nurse who applies to have their enrolment notation removed, this classification shall also apply from the date upon which the Board so removes the notation, or
- c) has been enrolled for the first time subsequent to July 1, 2010.

"Enrolled Nurse – Special Grade" means an enrolled nurse with an Advanced Certificate qualification and a minimum of 3 years equivalent post enrolment experience. Such a nurse is appointed to a position established by the Hospital which satisfies the criteria as agreed between the Association and the Hospital from time to time.

"Enrolled Nurse – 'Endorsed'" means an enrolled nurse who has successfully completed an appropriately accredited course that includes a medication component and the Nursing and Midwifery Board of Australia has issued the enrolled nurse with an endorsement for the administration of medications either by:

- a) a notation on the enrolled nurse's Authority to Practise certificate; or
- b) a letter (original) from the Board stating that the enrolled nurse has successfully completed an accredited medication course and that the nurse is endorsed for this practice.

"Enrolled Nurse – "Without Medication Endorsement" means a person registered by the Board as an enrolled nurse with the notation "does not hold a Board approved qualification in medicines administration".

Registered Nurses

"Registered Nurse" means a nurse registered by the Board as a Registered Nurse and/or Registered Midwife.

Clinical Nurse Specialists

"Clinical Nurse/ Midwife Specialist Grade 1" means a registered nurse with relevant post-basic qualifications and 12 months' experience working in the clinical area of their specified post-basic qualification, or a

minimum of 4 years' post-basic registration experience, including 3 years' experience in the relevant specialist field and who satisfies the local criteria.

"Clinical Nurse/ Midwife Specialist Grade 2" means a registered nurse appointed as such who has been appointed as a Clinical Nurse Specialist Grade 1, and who has relevant post-basic qualifications and 2 years experience working in the clinical area of their specified post-basic qualification, or a minimum of 5 years' post-basic registration experience, including 4 years' experience in the relevant specialist field and who satisfies the local criteria.

"Clinical Nurse/ Midwife Specialist Grade 3" means a registered nurse appointed as such who has been appointed as a Clinical Nurse Specialist Grade 2, and who holds or is working towards a relevant Masters Degree or who acts as a clinical mentor in the development of the unit's nursing staff, and routinely and competently practises at an advanced level and demonstrates improved patient outcomes.

"Nurse/Midwife Practitioner" means a registered nurse who is endorsed by the Board to practise as a nurse practitioner and appointed to such a position by the Employer.

"Nursing / Midwifery Unit Manager" means a registered nurse in charge of a ward or unit or group of wards or units in a hospital who holds as part of a requirement of the position or is working towards a relevant clinical leadership or management post-graduate qualification and shall include:

"Nursing Unit Manager Level 1" whose responsibilities include:

(a) Co-ordination of Patient Services

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

(b) Unit Management

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

(c) Nursing Staff Management

- Direction, co-ordination and supervision of nursing activities.
- Training, appraisal and counselling of nursing staff.
- Rostering and/or allocation of nursing staff.

- Development and/or implementation of new nursing practice according to patient need.

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

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

"Clinical Nurse/ Midwife Educator" means a registered nurse with relevant post registration certificate qualifications or experience deemed appropriate by the Employer, who is required to implement and evaluate educational programmes at the ward/unit level. The Clinical Nurse Educator shall cater for the delivery of clinical nurse education in the ward/unit level only.

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

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

"Nurse/ Midwife Educator" means a registered nurse with a post registration certificate, who has relevant experience or other qualifications, deemed appropriate by the Employer who is appointed to a position of Nurse Educator.

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

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

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

Incremental progression for Nurse Educators in accordance with clause 8(ii)(a) shall not be beyond the 3rd year rate unless the person possesses the qualifications detailed in the 2 previous paragraphs. Persons appointed to the 3rd year rate by virtue of paragraphs 3 and 4 above shall progress to the 4th year rate after completion of 1976 hours of service and a minimum of 12 months' satisfactory service.

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

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

Clinical Nurse/ Midwife Consultant

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

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

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

"Assistant Director of Nursing" means:

- (a) A person appointed as such in a hospital where the adjusted daily average of occupied beds is not less than 150 and includes a person appointed as the nurse in charge during the evening or night in a hospital where the adjusted daily average of occupied beds is not less than 150.
- (b) A person appointed to be a registered nurse in charge of all theatres in a hospital having 4 or more major theatres in regular use.
- (c) A person appointed as such to a position approved by the Employer including persons appointed to be in charge of the administration of a group of wards or department of a hospital including a community nursing department.

"Deputy Director of Nursing" means a person appointed to that position.

"Director of Nursing" means a person appointed to that position and includes a registered nurse who is registered by their Employer with the Health Administration Corporation of New South Wales as the person in charge of the hospital. There shall be only one person in each Hospital entitled to be classified as Director of Nursing or whatever title the Senior Nursing Administrator is known by in the individual Hospital.

"Eligible Midwife" means a registered midwife who no longer holds their Registered Nurse registration and is solely registered to work as a midwife, appointed to such a position by the Director of Nursing.

"Senior Midwife" is a Registered Nurse Eighth Year or Registered Nurse Level 6 who holds a relevant post graduate degree in midwifery or relevant hospital midwife certificate.

"Lactation/Breast Care Specialist" means a registered nurse/midwife who has obtained a relevant post graduate registration certificate in a specialist area relevant to midwifery, who works in this specific specialist area within midwife, and has had at least 12 months experience as a nurse/midwife and who satisfies the local criteria.

"Sessional Facilitator" means a Registered Nurse/Midwife that provides antenatal education to parents to be. The work done by sessional facilitators will be paid at the Registered Nurse Level 6 ordinary rate (together with applicable shift and weekend penalties). In the event that a Nurse/Midwife classified above Registered Nurse Level 6 elects to facilitate these sessions, outside of their rostered hours, they will be paid the ordinary

rate for a Registered Nurse Level 6. Provided further that effective from the first full pay period commencing on or after 1 July 2025, the ordinary rate for work performed by sessional facilitators will be at the Registered Nurse Level 8 rate.

APPENDIX 2: Terms of Reference; Nursing Consultative Committee

1. NAME

The Committee shall be known as the Nursing Consultative Committee (NCC).

2. STRUCTURES, PROCESSES AND MECHANISMS

2.1 Membership

The NCC shall have a membership as follows:

Management Representatives	2
Employee Representatives	2
Workplace Employee Representatives	2

All employees covered by this Agreement shall have the right to vote for the employee and workplace employee representatives.

Note: Employee Representatives have the right to have a full-time, external nominated representative at any meeting.

2.2 Quorum

A Quorum shall consist of at least half of each stated membership representation.

2.3 Chair

The NCC shall determine the most appropriate method of chairing the Committee having regard to the Best Practice principles of consultation and empowerment.

The Chair will act as spokesperson for the Committee and may call special meetings of the Committee if required.

2.4 Sub-Committees

Sub-Committees may be formed either formally or informally to address particular aspects of the NCC team functions. All Sub-Committees must report back to the NCC team.

The NCC Team may invite or approve of other persons attending meetings of the Committee or Sub-Committees. Such persons do not have any voting rights.

2.5 Frequency of Meetings

The Team shall meet for one hour every three months or more often as agreed by the Team members.

2.6 Consensus

The NCC shall operate on a consensus basis.

2.7 Preparation and Report Back

NCC members will be afforded an opportunity to attend meetings during work times with their members for the purposes of preparing for meetings and reporting back to members on issues raised in meetings. Members will be afforded at least 30 minutes to prepare for meetings and 30 minutes to report back to members on issues raised in meetings. Further time may be allowed to NCC members subject to agreement between the Employer and employees.

2.8 Agenda

Agenda items may be submitted by any NCC member. Agenda items, together with discussion papers shall be submitted to the Chair or the Secretariat not less than five full working days prior to the meeting.

There will be a standing Agenda Item “General Business” for emergent issues.

Provision shall be made within the Agenda to review decisions made at previous meetings to see if actions agreed upon have been implemented and to review progress made.

2.9 Minutes of Meeting

The minutes shall be circulated to each member of the NCC at least 5 working days prior to the next meeting.

2.10 Access to Information/Confidentiality

Members of the NCC have the right to access information and documents as approved by management that are relevant to issues being considered in relation to Enterprise Bargaining.

It is acknowledged that certain issues being examined may be of a confidential and/or sensitive nature which will require members of the NCC to exercise utmost tact and discretion and ensure that the information remains confidential.

3. OBJECTIVES

3.1 The objectives of the NCC shall include but not limited to:

- (a) the implementation of agreed measures contained within the Agreement;
- (b) developing and monitoring workplace change and best practice initiatives and promoting commitment to the processes and implementation of both;
- (c) providing a forum for discussion of matters arising out of the terms of the Agreement through regular structured meetings;
- (d) ensuring the communication and education/training processes are developed, effective and monitored;
- (e) developing a workplace culture which embraces the Agreement, workplace reform, and the corporate policy for Best Practice at all times conversant with legislation covering:
 - (i) workplace health and safety;
 - (ii) equal employment opportunity;
 - (iii) anti-discrimination; and
 - (iv) training.

4. FUNCTION

4.1 The function of the NCC shall consist of but not be limited to the following:

- (a) coordinate the implementation of the approved Agreement;
- (b) coordinate consultative arrangements at the workplace level;
- (c) coordinate strategies for all workplace reform and Best Practice activities within the Hospital;
- (d) develop and monitor the implementation of issues arising out of the Agreement;
- (e) assess and monitor education, consultative and participate practices to ensure ongoing effectiveness and take action to rectify deficiencies; and
- (f) other functions as agreed by the NCC.

5. SUPPORT SERVICES TO EMPLOYEE REPRESENTATIVES

Employee Representatives, who are employees of the Employer, involved in the NCC will be entitled to the following:

- (a) Authorised time off at no loss of expected remuneration to be assessed on an individual basis. Such time to be deemed as service for all purposes. This time off may be used for the purposes of preparation for attendance, reporting back and in all situations, must be authorised by management before it is carried out by the employee;
- (b) Reasonable access to available hospital facilities such as personal computer, printer, photocopier, and designated telephone, and storage facilities for the purpose of their role in the Consultative Committee; and
- (c) Access to an available meeting room with usual facilities to enable them to discuss matters associated with the Consultative Committees established under the Agreement.

No employee will be disadvantaged as a result of their involvement in the NCC established pursuant to the terms of the Agreement.

6. TRAINING

6.1 In order to fully undertake the responsibilities of the NCC, members of such Teams shall undertake the necessary training as required and authorised by management in accordance with 6.3.

6.2 The NCC should have training as a standing agenda item, to allow for the monitoring of training effectiveness and the identification of training needs which cannot be met locally.

6.3 NCC training leave

6.3.1 Upon application to the Employer, an employee shall be granted up to 5 paid working days leave (non-cumulative) each calendar year to attend courses and seminars in regard to issues or processes of direct relevance to the matters to be dealt with by local consultative groups involved in enterprise bargaining.

6.3.2 The granting of such leave shall be subject to the Employer being able to release the employee concerned from duty without unduly affecting the normal operation of the Employer's facility.

- 6.3.3 An Employer shall not be required to grant any application for such leave which would lead to a total of more than 20 days of such leave being taken in a year.
- 6.3.4 An application for leave pursuant to clause 6.3 should, when possible, be made 8 weeks prior to the date of commencement of the course. If less than 4 weeks' notice is given, leave need not be granted.
- 6.3.5 At any one time not more than one employee at any one facility shall be on leave pursuant to clause 6.3 unless otherwise agreed by the Employer.
- 6.3.6 For the purposes of clause 6.3, payment is at the base rate of pay only in respect of the days on which the employee (including shift and non-shift workers) would normally have been paid.
- 6.3.7 Leave of absence granted pursuant to clause 6.3 shall count as service for all purposes.
- 6.3.8 An employee granted leave under clause 6.3 shall provide a report to the relevant local consultative committee of which the employee is a member at its next appropriate meeting as to the substance of the training program attended.

7. GRIEVANCE AND DISPUTE SETTLING

Members of the NCC will use their best endeavours to co-operate in order to avoid grievances or disputes arising.

EXECUTION OF AGREEMENT

I am authorised to sign this Agreement on behalf of St Vincent's Private Hospital Sydney:

Signature: 

Name: Matt Wall

Authority/
Title: Acting Chief Executive Officer

Address: 406 Victoria St

Darlinghurst, NSW 2010

Date: 20/09/2023

I am authorised to sign this Agreement on behalf of St Vincent’s Private Hospitals Limited operating as Mater Hospital Sydney and St Vincent’s Private Community Hospital Griffith

Signature: 

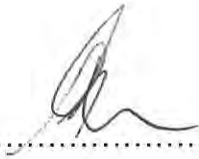
Name: Anna Clarke

Authority/
Title: Director of HR, Private Hospitals

Address: Level 5, 340 Albert Street

East Melbourne 3002

Date: 26/09/23



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.

Matter number:

AG2023/3414

Employer:

St Vincent's Private Hospital Sydney
St Vincent's Private Hospitals Ltd

Application:

Section 185 – Application for approval of a single enterprise agreement, namely the *St Vincent's Private Hospitals (NSW) Nurses and Midwives Enterprise Agreement 2022*

Undertaking- Section 190

I, Anna Clarke, Director of Human Resources – Private Hospitals for St Vincent's Health Australia, give the following undertaking with respect to the *St Vincent's Private Hospitals (NSW) Nurses and Midwives Enterprise Agreement 2022* (the **Agreement**).

I have the authority given to me by St Vincent's Private Hospital Sydney and St Vincent's Private Hospitals Ltd to provide this undertaking in relation to the application before the Fair Work Commission.

Undertaking

1. Clause 12.3(vi)(a) of the Agreement will be replaced with the following in respect to the loading payable to casual AINs for ordinary weekend work, which is in addition to the ordinary rate and in lieu of all other penalty rates and the prescribed casual loading in subclause (ii) of clause 12.3:
 - a. 77% for ordinary work between midnight Friday and midnight Saturday; and
 - b. 106% for work between midnight Saturday and midnight Sunday.

This undertaking is provided on the basis of issues raised by the Fair Work Commission in the application before the Fair Work Commission.

Date signed:	11/10/23
For and on behalf of the Employers by: [In accordance with s.190(5) of the FW Act]	Anna Clarke
Signature:	