



DECISION

Fair Work Act 2009
s.185—Enterprise agreement

Bathurst Private Hospital Pty Ltd T/A Bathurst Private Hospital Pty Ltd
(AG2024/1644)

BATHURST PRIVATE HOSPITAL AND NSWNMA/ANMF ENTERPRISE AGREEMENT 2024-2025

Health and welfare services

DEPUTY PRESIDENT GRAYSON

SYDNEY, 19 JUNE 2024

Application for approval of the Bathurst Private Hospital and NSWNMA/ANMF Enterprise Agreement 2024-2025

Introduction

[1] Bathurst Private Hospital Pty Ltd (the Employer) has made an application for approval of an enterprise agreement known as the *Bathurst Private Hospital and NSWNMA/ANMF Enterprise Agreement 2024-2025* (the Agreement) pursuant to s.185 of the *Fair Work Act 2009* (the Act). The Agreement is a single enterprise agreement.

Regulation 2.06 Requirements

[2] The signature page of the Agreement did not comply in all respects with Regulation 2.06A of the *Fair Work Regulations 2009* (Cth). An amended signature page was subsequently filed. I consider it appropriate in the circumstances to allow an amendment of a document relating to a matter before the FWC and do so pursuant to s.586(a) of the Act.

Submissions by the Parties

[3] The employer and the Australian Nursing and Midwifery Federation (ANMF) have provided joint written submissions to the Commission responsive to issues identified in relation to this Agreement, which I have considered and rely upon in the approval of this Agreement.

Notice of Employee Representational Rights (NERR)

[4] The NERR issued to Employees referred to the Agreement's title as "*Batthurst Private Hospital and NSWNMA/ ANMF Enterprise Agreement*" [sic]. The Employer provided submissions that this matter constituted a minor technical error. The Agreement's title clause

indicates that its title is “*Bathurst Private Hospital and NSWNMA/ANMF Enterprise Agreement 2024 – 2025*”.

[5] I am satisfied having regard to those submissions and the decision of the Full Bench in *Huntsman Chemical Company Australia Pty Limited T/A RMAX Rigid Cellular Plastics & Others*,¹ that these matters constituted minor technical or procedural errors for the purposes of s.188(2)(a) of the Act, and that the employees covered by the Agreement were not likely to have been disadvantaged by the errors.

National Employment Standards (NES) precedence term

[6] Clause 41.3(a) of the Agreement provides that: “*If an employee fails to give the required notice, they may forfeit any monies due to them at termination under the Agreement or the NES, an amount not exceeding the amount the employee would have been paid under the Agreement in respect to the period of notice required.*” The effect of this clause does not appear to limit the source of monies which may be withheld or deducted, and accordingly appears to permit the employer to withhold or deduct monies owing to the employee under the NES (such as accrued but unused annual leave on termination), which may be inconsistent with Chapter 2 Part 2.2 Division 2 of the Act.

[7] Clause 31.5 provides that: “*The employer and employees may, by agreement, substitute another day for a public holiday.*” This clause may not be consistent with s.115(3) of the Act, which provides that an employer and an individual employee may agree on the substitution of a day or part-day of a public holiday.

[8] To the extent that the above clauses are not consistent with the NES, I note that in accordance with the NES precedence term in Clause 5 of the Agreement, this clause will be read and interpreted in conjunction with the NES.

Section 190 Undertakings

[9] The employer 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.

Recall to Duty When On-Call at Premises

[10] On 5 June 2024, the Commission wrote to the employer seeking confirmation as to whether the employer recalls employees to duty to work in circumstances where an employee is on-call at the employer’s premises, and subsequently received confirmation that the employer:

- Does not recall employees to duty while they are on-call at the employer’s premises; and,
- Does not have any intention to recall employees to duty while they are on-call at the employer’s premises.

¹ [2019] FWCFB 318.

Section 186, 187, 188 and 190

[11] 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.

Section 183 Bargaining Representatives

[12] The 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.

[13] In accordance with s.201(2), I note that the Agreement covers the ANMF.

Approval

[14] The Agreement is approved and, in accordance with s.54 of the Act, will operate from 26 June 2024. The nominal expiry date of the Agreement is 30 June 2025.

Variation

[15] During the process of assessing the Agreement for approval, the Commission identified that Clause 42.1(a)(iv) – Redundancy referred to apprentices. The Employer confirmed that it does not hire apprentices and sought that the words “(other than an apprentice)” be deleted from the Agreement.

[16] Section 218A of the Act allows the Commission to correct or amend obvious errors, defects or irregularities (whether in substance or form). Its evident purpose is to remove complexity associated with varying enterprise agreements in certain limited circumstances.

[17] It is significant in understanding the context of s.218A that the Commission can vary an agreement on its own initiative (s.218A(2)(a)). The power to vary an agreement under s.218A is not unlike the slip rule provisions in s.602. An agreement can be varied under s.218A to the extent necessary to remove the error, defect or irregularity –and no further.

[18] I am satisfied that the error listed in [15] above is a defect within the meaning of s.218A(1) of the Act. I am content to vary the Agreement on my own initiative to rectify this error (PR776177). The variation will operate from the date the Agreement commences.

[19] The Agreement attached to this Decision is the Agreement as varied and will operate from 26 June 2024.



DEPUTY PRESIDENT

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ANNEXURE A

THE FAIR WORK COMMISSION

FWC Matter No.: AG2024/1644

Applicant: Bathurst Private Hospital

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SECTION 185 – APPLICATION FOR APPROVAL OF A SINGLE ENTERPRISE AGREEMENT

UNDERTAKING – SECTION 190

I, William S. Mackie (name), DIRECTOR (position) have the authority given to me by Bathurst Private Hospital, to give the following undertakings with respect to the *Bathurst Private Hospital and NSWNMA/ANMF Enterprise Agreement 2024 – 2025* ("the Agreement"):

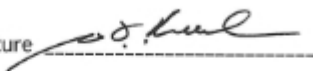
1. The employer undertakes that Clause 31.5 – *Public holiday substitution by the Employer and Employee* is amended as follows:
 - (a) Deletion of the words: *"The employer and employees may, by agreement, substitute another day for a public holiday";*
 - (b) Replacement of the deleted words referred to 1(a) above with the following: *"The employer and the employee may, by agreement, substitute another day for a public holiday."*
2. The employer undertakes that the rates at *Table 1 - Salaries* for the classifications *Assistants in Nursing* and *Trainee Enrolled Nurse, 1st Year* and *2nd Year*, will have no effect and replacement rates of pay will be:
 - (a) *Assistant in Nursing and Trainee Enrolled Nurse – 1st year:*
 - (i) \$24.83 per hour, with effect from the first full pay period on or after 1 November 2023;
 - (ii) \$25.82 per hour, with effect from the first full pay period on or after 1 July 2024;
 - (b) *Assistant in Nursing and Trainee Enrolled Nurse – 2nd year:*
 - (i) \$25.22 per hour, with effect from the first full pay period on or after 1 November 2023;
 - (ii) \$26.23 per hour, with effect from the first full pay period on or after 1 July 2024.



3. The employer undertakes that hours worked by Day Workers in the following classifications will be paid overtime rates as provided in *Clause 27 – Overtime* for each hour worked after 6:00 PM:
 - (a) Assistant in Nursing and Trainee Enrolled Nurse – 1st Year
 - (b) Assistant in Nursing and Trainee Enrolled Nurse – 2nd Year
 - (c) Assistant in Nursing and Trainee Enrolled Nurse – 3rd Year
 - (d) Assistant in Nursing and Trainee Enrolled Nurse – 4th Year
 - (e) Nurse undergoing Pre-Registration Training.
4. The employer undertakes that employees working night shifts in the following classifications will be paid overtime rates as provided in *Clause 27 – Overtime* for each hour worked in excess of ten ordinary hours:
 - (a) Assistant in Nursing and Trainee Enrolled Nurse – 1st Year
 - (b) Assistant in Nursing and Trainee Enrolled Nurse – 2nd Year
 - (c) Assistant in Nursing and Trainee Enrolled Nurse – 3rd Year
 - (d) Assistant in Nursing and Trainee Enrolled Nurse – 4th Year
 - (e) Nurse undergoing Pre-Registration Training.
5. *Clause 11.4(e) – Casual employment* will be applied as follows:
 - (a) *"A casual Employee who is required to and does work on a public holiday shall be paid for the time worked at the rate of double time and one-half of the casual rate including the casual loading, with such payment being in substitution for and not cumulative upon the shiftwork loadings and weekend penalty rates which would otherwise be payable had the day not been a public holiday."*
6. *Clause 23 – Penalty rates and weekend work*, and *Clause 27 – Overtime* will apply to hours worked by an employee outside of ordinary hours for the purposes of:
 - (a) Mandatory training per *Clause 44.2* of the Agreement; and/or,
 - (b) Meetings, per *Clause 47* of the Agreement.

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



Signature 
Date 17 | 6 | 2024



FairWork
Commission

ORDER

Fair Work Act 2009
s.185—Enterprise agreement

Bathurst Private Hospital Pty Ltd T/A Bathurst Private Hospital Pty Ltd
(AG2024/1644)

Health and welfare services

DEPUTY PRESIDENT GRAYSON

SYDNEY, 19 JUNE 2024

Variation of the Bathurst Private Hospital and NSWNMA/ANMF Enterprise Agreement 2024-2025

[1] Further to my decision in [2024] FWCA 2271, I order that the *Bathurst Private Hospital and NSWNMA/ANMF Enterprise Agreement 2024-2025* be amended by the deletion of the words “(other than an apprentice)” from Clause 42.1(a)(iv).



DEPUTY PRESIDENT

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BATHURST PRIVATE HOSPITAL

AND

NSWNMA/ANMF

ENTERPRISE AGREEMENT

2024 – 2025



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

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1. Title and Intentions

This Agreement will be known as and referred to as the Bathurst Private Hospital and NSWNMA/ANMF Enterprise Agreement 2024 – 2025 (**‘the Agreement’**).

This Agreement is entered into on the understanding that it does not contravene any aspect of the *Fair Work Act 2009* and relevant Regulations. Where any term of this Agreement contravenes legislation, such term shall not apply. Where this Agreement is silent in whole or in part, the relevant legislation will apply.

2. Coverage

This Agreement shall cover the following parties:

- 2.1. Bathurst Private Hospital Pty Ltd (A.B.N 37 145 339 420) of 51 Gormans Hill Road, Bathurst NSW 2795 (**‘the Employer’**);
- 2.2. The Australian Nursing and Midwifery Federation New South Wales Branch (**‘ANMF NSW Branch’**) A.B.N 63 398 164 405 (‘of which the **‘NSWNMA’** is the commonly recognised reference in NSW’) of 50 O’Dea Avenue, Waterloo NSW 2017; and
- 2.3. All nursing Employees of the employer performing work within the classifications contained in this agreement in classifications listed in Table 1 – Salaries (**‘the Employees’**).

3. Duration

This Agreement will commence seven days after it is approved by the Fair Work Commission and shall remain in force until its nominal expiry date of 30th June 2025.

The parties will commence negotiations on a successor for this Agreement at least three months before its termination date.

4. Definitions

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

“Act” shall mean the *Fair Work Act 2009*.

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

"Board" means the Australian Health Practitioner Regulation Agency.

"Clinical Nurse Educator" means a Registered Nurse appointed as such 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.

"Day Worker" means an Employee who works their ordinary hours from Monday to Friday inclusive and who works between 6:00am and 6:00pm otherwise than as part of the shift system.

"Director of Nursing" means a person who is 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 at the hospital.

"Enrolled Nurse" means a nurse enrolled with the Board who is authorised to administer medications.

"Enrolled Nurse Without Medication Qualification" means a nurse enrolled with the Board who has the following notation on their licence "Does not hold Board approved qualification in administration of medications" attached to their enrolment.

"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 includes experience as a student nurse.

For the purpose of determining the year of experience for part time or casual employment, a year of experience shall be 1786 hours of employment.

"FWC" means the Fair Work Commission.

"Hospital" means a "private health facility" as defined by the *Private Health Facilities Act 2007*.

"Industry of Nursing" means the industry of persons engaged and employed in New South Wales in the profession or occupation of nursing and employed in or in connection with private hospitals.

"NES" means the National Employment Standards as amended from time to time.

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

"Nurse 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 a 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 the hospital shall be paid at the 3rd year rate of the salary scale.

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

"Clinical Coordinator" means a Registered Nurse in charge of a ward or unit or group of wards or units in a hospital and shall include:

"Clinical Coordinator Level 2" whose responsibilities include:

- (1) Coordination of Patient Services
 - Liaison with all health care disciplines for the provision of services to meet patient needs.
 - The orchestration of services to meet patient needs after discharge.
 - Monitoring catering and transport services.
- (2) Unit Management
 - Implementation of hospital policy.
 - Dissemination of information to all personnel.

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

(3) Nursing Staff Management

- Direction, coordination, 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 practices according to patient needs.

“Ordinary Pay” of an employee, unless otherwise specified in a particular clause, includes the basic periodic rate of pay and any applicable over-agreement payments for ordinary hours of work. It does not include shift or weekend penalties, overtime and allowances that do not form part of the employee’s regular ordinary pay.

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

"Senior Nurse 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.

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.

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

"Service" for the purpose of Recognition of Service and Experience, 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 post-basic course whilst an employee of and rendering service in an institution or hospital and such course is recognised by the Board or acceptable to the Health Administration Corporation of New South Wales, or is one of the following certificate or diploma courses:

- Associate Diploma in Community Health - College of Nursing, Australia; NSW College of Nursing
- Associate Diploma in Nursing Administration - College of Nursing, Australia; NSW College of Nursing
- Associate Diploma in Nursing Education - College of Nursing, Australia; NSW College of Nursing; Newcastle College of Advanced Education
- Certificate in Operating Theatre Management – NSW College of Nursing, Australia
- Certificate in Operating Theatre Technique – NSW College of Nursing, Australia
- Certificate in Coronary Care – NSW College of Nursing, Australia
- Certificate in Orthopaedic Nursing – NSW College of Nursing, Australia
- Certificate in Ward Management - NSW College of Nursing

- Midwife Tutor Diploma – College of Nursing Australia or Central Midwives Board, London
- Occupational Health Nursing Certificate – NSW College of Nursing

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

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

For the purpose of determining the year of service for part time or casual employment, a “year of service” shall comprise 1786 hours of employment. Only paid leave shall be counted as service.

“Shift Worker” means an employee who is not a Day Worker as defined and is regularly rostered over 7 days of the week and works on weekends.

“Specified Responsibilities” for In Charge means a Registered Nurse who accepts and takes on a clearly specified level of responsibility which includes, but is not limited to:

- Making important clinical decisions.
- Managing and/or replacing staff.
- Dealing with rostering issues.
- Managing security and/or maintenance issues.

“Union” means the New South Wales Nurses and Midwives’ Association (NSWNMA)/Australian Nursing and Midwifery Federation, New South Wales Branch (ANMF NSW Branch).

5. National Employment Standards (NES)

- 5.1. The NES, as varied from time to time, shall apply to employees covered by this Agreement. Any provisions of the NES that are also referred to or set out in this Agreement are for the ease of the parties.
- 5.2. Where the NES provides, or is varied to provide, a condition or entitlement more favourable to the employee in a particular respect than that set out in this Agreement, the better entitlement will apply.
- 5.3. The minimum guarantees provided by the NES will override less favourable provisions in this Agreement.
- 5.4. Where this Agreement provides a condition or entitlement more favourable to the employee than that provided by the NES the better entitlement will apply.

6. Access to Copies of the Agreement and the NES

Where practicable, a copy of this Agreement and the National Employment Standards will be made readily accessible to staff at each workplace covered by the Agreement. In all cases a copy of both documents will be available for inspection through the person responsible for personnel matters at the workplace.

7. Consultation Regarding Major Workplace Change

Employer to notify affected Employees

- 7.1. Where the Employer is considering making a decision to introduce major change, the Employer may choose to discuss the change with the Employees who may be affected and their representative/s, which may include the Union, prior to making the decision to introduce change.
- 7.2. It is agreed that Employees may be able to offer valuable solutions and/or alternative solutions before major changes are made.
- 7.3. Where an Employer chooses to consult with Employees who are likely to be affected by a decision to introduce major change, consultation can be informal and is not required to be in writing.

- 7.4. Where an Employer has made a definite decision to introduce major changes in production, program, organisation, structure or technology that are likely to have significant effects on Employees, the Employer must notify the Employees who may be affected by the proposed changes and their representatives.
- 7.5. 'Significant effects' include: termination of employment; major changes in the composition, operation or size of the Employer's workforce or in the skills required; the loss of or reduction in job opportunities, promotion opportunities or job tenure; the alteration of hours of work; the need for retraining or transfer of Employees to other work or locations; and the restructuring of jobs.
- 7.6. Where this Agreement makes provision for alteration of any of these matters an alteration is deemed not to have significant effect.

Employer to discuss change with affected Employees

- 7.7. The Employer must discuss with the Employees affected and their recognised workplace representatives:
- (a) the introduction of the changes referred to in clause 7.1; and
 - (b) the effects the changes are likely to have on Employees; and
 - (c) measures to avoid or reduce the adverse effects of such changes on Employees; and
 - (d) must give prompt and genuine consideration to matters raised by the Employees and/or their representatives in relation to the changes.
- 7.8. The discussions must commence as early as practicable after a definite decision has been made by the Employer to make the changes referred to in clause 7.1.
- 7.9. For the purposes of these discussions, the Employer must provide in writing to the Employees concerned and their workplace representatives all relevant information about the changes including:
- (a) all relevant information about the change including the nature of the change proposed; and
 - (b) information about the expected effects of the change on the employees; and any other matters likely to affect the employees.
- 7.10. However, the employer is not required to disclose confidential or commercially sensitive information to the relevant employees.
- 7.11. The Employer must promptly and genuinely consider any matters raised by the Employees or their representatives about the changes in the course of the discussion under clause 7.7.

Consultation about changes to rosters or hours of work

- 7.12. Where the Employer proposes to change an Employee's regular roster or ordinary hours of work, the Employer must consult with the Employees affected and their representatives, if any, about the proposed change.
- 7.13. 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 Employee or Employees affected and their representatives, if any:
 - i. all relevant information about the proposed change, including the nature of the change; and
 - ii. information about what the Employer reasonably believes will be the effects of the change on the Employee or Employees; and
 - iii. information about any other matters that the Employer reasonably believes are likely to affect the employees; and

- (c) invite the Employee or Employees affected and their representatives, if any, to give their views about the impact of the proposed change (including any impact in relation to their family or caring responsibilities); and
 - (d) give prompt and genuine consideration to any views about the impact of the proposed change that are given by the Employee or Employees concerned and/or their representatives.
- 7.14. The requirement to consult under this clause does not apply where an Employee has irregular, sporadic or unpredictable hours.
- 7.15. The provisions are to be read in conjunction with other Agreement provisions concerning the scheduling of work and notice requirements.

8. Agreement Flexibility

- 8.1. An Employer and Employee covered by this Agreement may agree to make an individual flexibility arrangement to vary the effect of terms of the Agreement if:
- (a) the Agreement deals with 1 or more of the following matters:
 - i. arrangements about when work is performed;
 - ii. overtime rates;
 - iii. penalty rates;
 - iv. allowances;
 - v. leave loading; and
 - (b) the arrangement meets the genuine needs of the Employer and Employee in relation to 1 or more of the matters mentioned in paragraph (a); and
 - (c) the Employer and the individual Employee must have genuinely made the Agreement without coercion or duress.
- 8.2. The Employer must ensure that the terms of the individual flexibility arrangement:
- (a) are about permitted matters under section 172 of the *Fair Work Act* 2009; and
 - (b) and are not unlawful terms under section 194 of the *Fair Work Act* 2009; and
 - (c) result in the Employee being better off overall at the time the Agreement is made than the Employee would be if no arrangement was made.
- 8.3. The Employer must ensure that the individual flexibility arrangement:
- (a) is in writing; and
 - (b) includes the name of the Employer and Employee; and
 - (c) is signed by the Employer and Employee and if the Employee is under 18 years of age, signed by a parent or guardian of the Employee; and
 - (d) includes details of:
 - i. the terms of the enterprise Agreement that will be varied by the arrangement; and
 - ii. how the arrangement will vary the effect of the terms; and
 - iii. how the Employee will be better off overall in relation to the terms and conditions of his or her employment as a result of the arrangement; and
 - iv. states the day on which the arrangement commences.
- 8.4. If the Employer is aware that the Employee has, or reasonably should be aware that the Employee may have, limited understanding of written English, take reasonable steps (including providing a translation in an appropriate language) to ensure that the Employee understands the proposal.

- 8.5. The Employer must give the Employee a copy of the individual flexibility arrangement within 14 days after it is agreed to.
- 8.6. An individual flexibility arrangement may be terminated:
- (a) by the Employer or Employee giving 28 days written notice to the other party; or
 - (b) if the Employer and Employee agree in writing at any time.

9. Dispute Resolution

- 9.1. In the event of a dispute about any matter, except for termination of employment, in the first instance the parties must attempt to resolve the matter at the workplace by discussions between the Employee or Employees concerned and the relevant supervisor.
- 9.2. While a dispute resolution procedure is being conducted, the status quo must remain, and work must continue in accordance with this Agreement and the Act. Subject to applicable work health and safety legislation, an Employee must not unreasonably fail to comply with a direction by the Employer that is safe and appropriate for the Employee to perform.
- 9.3. If such discussions do not resolve the dispute, the parties will endeavour to resolve the dispute in a timely manner by discussions between the Employee or Employees concerned and more senior levels of management as appropriate.
- 9.4. An Employer or Employee may appoint another person, union, organisation or association to accompany and/or represent them for the purposes of this clause.
- 9.5. If a dispute about any matter is unable to be resolved at the workplace, and all appropriate steps under clause 9.1 and 9.2 have been taken, a party to the dispute may refer the dispute to the FWC.
- 9.6. Unless otherwise stated in this Agreement, the parties agree that the FWC shall have the power to do all such things as are necessary for the just resolution of the dispute including mediation, conciliation and finally, arbitration.
- 9.7. Where the matter in dispute remains unresolved, the FWC may exercise any method of dispute resolution permitted by the Act that it considers appropriate to ensure the settlement of the dispute.

10. Anti-Discrimination

It is the intention of the parties bound by this Agreement to achieve the object in clause 351 of the *Act* to prevent and eliminate discrimination in the workplace. This includes discrimination on the grounds of race, colour, sex, sexual orientation, breastfeeding, gender identity, intersex status, age, marital status, physical or mental disability, family or carer's responsibilities, pregnancy, religion, political opinion, national extraction, or social origin.

11. Employment Categories

- 11.1. Employees under this Agreement shall be employed on the following basis:

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

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

11.2. Full-time employment

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

11.3. Part-time employment

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

11.4. Casual employment

- (a) A casual Employee is an employee engaged as such on an hourly basis in accordance with s 15A of the Act.
- (b) A casual Employee will be paid an hourly rate equal to 1/38th of the weekly rate appropriate to the Employee's classification plus a casual loading of 25%.
- (c) Casual Employees will be paid a minimum of three hours for each engagement.
- (d) Casual Employees will be paid afternoon and night shift allowances calculated on the base rate of pay excluding the casual loading with the casual loading component then added to the penalty rate of pay. Saturday and Sunday loadings are payable in accordance with clause 23.
- (e) A casual Employee who is required to and does work on a public holiday shall be paid for the time worked at the rate of double time and one-half such payment being in lieu of the casual loading, weekend or shift allowances which would otherwise be payable had the day not been a public holiday.

12. Part-time Employees

- 12.1. 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.
- 12.2. Provided further that there shall be no interruption to the continuity of employment merely by reason of an Employee, whose hours are balanced over a fortnight or over four weeks, not working in any one week in accordance with subclause 12.1.
- 12.3. Permanent part time Employees shall be paid an hourly rate calculated on the basis of one thirty-eighth of the appropriate rate prescribed by Clause 20, Salaries, of this Agreement and, where applicable, one thirty-eighth of the appropriate allowance or allowances prescribed by Clause 22, Special Allowances, of this Agreement, with a minimum payment of three hours for each start, and one thirty-eighth of the appropriate allowances prescribed by Clause 25, Uniform and Laundry Allowances of this Agreement, but shall not be entitled to an additional day off or part thereof, as prescribed by Clause 14, Hours of Work and Free Time of Employees Other Than Directors of Nursing.
- 12.4. Review of Part Time Hours
 - (a) A part-time Employee may request a review of their part-time hours on an annual basis.
 - (b) The Employer will undertake a review and where the Employee is deemed by the Employer as regularly working more than their specified contracted hours, then it may be agreed that such

contracted hours will be adjusted by the Employer to reflect the hours regularly worked. The agreement of the Employer will not be unreasonably withheld.

- (c) Alternatively, if the Employee wants a reduction in the number of hours due to a change in work and personal commitments, the agreement of the Employer will not be unreasonably withheld.
- (d) The hours worked in the following circumstances will not be incorporated in the adjustment:
 - i. if the increase in hours is a direct result of an Employee being absent on leave, such as annual leave, long service leave, parental leave, workers' compensation; and
 - ii. if the increase in hours is due to a temporary increase in hours only due, for example, to specific needs of a patient or workforce requirements in a department.
- (e) Any adjusted contracted hours resulting from a review should, however, be such as to readily reflect roster cycles and shift configurations utilised at the workplace.

13. Casual Employees

- 13.1. With respect to a casual Employee the provisions of Clause 17, Hours of Work and Free Time of Directors of Nursing; Clause 19, Rosters; Clause 30, Annual Leave, Clause 30.1, Annual Leave Loading, Clause 31, Public Holidays and Clause 24, Fares and Expenses of this Agreement and clause 42, Redundancy Application shall not apply. Further, casual Employees shall not be entitled to an additional day off or part thereof as prescribed by Clause 14, Hours of Work and Free Time of Employees Other Than Directors of Nursing.
- 13.2. In accordance with the NES, casual Employees have no entitlement to paid annual leave; paid personal/carer's leave, or paid compassionate leave.
- 13.3. For the entitlement to payment in respect of long service leave for casual Employees, see the *Long Service Leave Act 1955* (NSW).

13.4. Casual Conversion

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

14. Hours of Work and Free Time of Employees Other than Directors of Nursing

- 14.1. The ordinary hours of work for day workers, other than Directors of Nursing, exclusive of meal times, shall be 38 hours per week, or 76 hours per fortnight or 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 12.00 midday.

- 14.2. The ordinary hours of work for shift workers, other than Directors of Nursing, exclusive of meal times, shall not exceed an average of 38 hours per week in each roster cycle.

14.3.

- (a) The hours of work prescribed in sub-clauses 14.1 and 14.2 of this clause shall, where possible, be arranged in such a manner, that in each roster cycle of 28 calendar days each employee shall not work their ordinary hours of work on more than nineteen days in the cycle.
- (b) Notwithstanding the provision of paragraph (a) of this sub-clause, 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 an Employee's written request, and with the consent of the Employer, a 9.5-day fortnight may be worked instead of the 19-day month or the 38 hours per week, may be arranged in order that an Employee shall not be required to work their ordinary hours in more than five days in one week or 10 days in one fortnight.

- 14.4. Except where mutually agreed and in accordance with Clause 16, "12 Hour Shifts", each shift shall consist of no more than 10 hours on a day shift or 11 hours on a night shift with not less than 8 hours break between each shift.

- 14.5. 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 two (2) quick shifts in any period of 7 days. A quick shift is an evening shift which is followed by a morning shift.

- 14.6. The Employer is to decide when Employees take their additional days off duty prescribed by sub-clause 14.3 of this clause (as a consequence of the implementation of the 38-hour week). Where necessary the Employer must consult with the affected Employees to ascertain the Employees' preferences and must take any such preferences into account when arriving at a decision. Where practicable additional days off duty shall be consecutive with the rostered days off duty prescribed in sub-clause 14.14 of this clause.

- 14.7. Once set, the additional days off may not be changed except in accordance with the provisions of Clause 19, Rosters.

- 14.8. Where the Employer's decision (in accordance with sub-clause 14.6 of this clause) is that an Employee's additional days off be accumulated, no more than 6 days may be accumulated in any one year of employment. By mutual agreement this may be extended to no more than 12 days at any one time. Where the Employee wants to accumulate more than 6 additional days off the Employee must apply and the Employer will not unreasonably decline the request. Such accumulated additional days off may be taken in conjunction with the Employee's annual leave, or as otherwise agreed and may be used for absences including annual shutdown.

14.9.

- (a) Each Employee shall be allowed a break of not less than thirty minutes and not more than sixty minutes for each meal occurring on duty.
- (b) Where practicable, Employees shall not be required to work more than 5 hours without a meal break. Provided that, where practicable, an Employee engaged to work for 5 hours or less in any one shift may elect not to take a meal break as otherwise provided for by this sub-clause without penalty to the Employer. The term "where practicable" encompasses regard being had to the service requirements of the Employer.

- 14.10. Two separate ten-minute intervals (in addition to meal breaks) shall be allowed for each employee on duty during each ordinary shift of 8 or 10 hours as the case may be. Subject to agreement between the Employer and the Employee, such intervals may alternatively be taken as one twenty-

minute interval, or by one 10-minute interval with the Employee allowed to proceed off duty 10 minutes before completion of the normal shift finishing time. Such interval(s) shall count as working time.

14.11. Sub-clauses 14.8 and 14.10 of this clause shall not apply to an Employee who, before going on night duty, is provided with a meal between 9.00 pm and 11.00 pm and who is allowed two intervals of twenty minutes each during the period of night duty but such intervals shall count as working time and shall be paid for as such.

14.12.

- (a) Except as provided for in paragraph (b), an Employee shall not be employed on night duty for a period longer than 8 consecutive weeks. After having served a period on night duty, an Employee shall not be required to serve a further period on night duty until they have been off night duty for a period equivalent to the previous period on night duty.
- (b) The provisions of paragraph (a) shall not apply to an Assistant Director of Nursing, a Nursing Unit Manager or a general nurse in charge, as the case may be, who is employed permanently in charge at night, or to an Employee who requests to be employed on night duty and the Director of Nursing consents.

14.13. An Employee changing from night duty to day duty or from day duty to night duty shall be free from duty during the twenty hours immediately preceding the commencement of the changed day.

14.14.

- (a) Each Employee shall be free from duty for not less than two full days in each week or four full days in each fortnight or eight full days in each twenty-eight (28) day cycle and no duties shall be performed by the Employee on any of such free days except for overtime. Where practicable, days off shall be consecutive and shall not be preceded by an evening shift or a night shift unless an additional eight hours are granted as sleeping time. An evening shift shall be one which commences at or after 1.00 pm and before 4.00 pm.
- (b) 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 sub-clause, "full day" means from midnight to midnight or midday to midday.

14.15. The 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 affected Employees and if requested by the Employee, any nominated representative which may be a union representative.

14.16. The provisions of paragraphs (a) and (b) of sub-clause 14.122 and of sub-clause 14.133 and of paragraph (a) of sub-clause 14.144 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.

Requests for Flexible Working Arrangements

14.17. Employees are entitled to request flexible employment arrangements in accordance with the provisions of the NES (refer to Chapter 2, Part 2-2, Division 4 of the Act).

14.18. An Employee may request a change in their working arrangements, including changes in the hours of work; patterns of work; and location of work, if they require flexibility because they:

- (a) are the parent, or have responsibility for the care of a child who is of school age or younger;
- (b) are a carer (within the meaning of the *Carer Recognition Act 2010*);
- (c) have a disability;

- (d) are aged 55 or older;
- (e) are experiencing violence from a member of their family; or
- (f) provide care or support to a member of their immediate family or household, who requires care or support because the member is experiencing violence from the member's family.

14.19. To avoid doubt, and without limiting subclause 14.18, an Employee who:

- (a) is a parent, or has responsibility for the care, of a child; and
- (b) is returning to work after taking leave in relation to the birth or adoption of the child, may request to work part-time to assist the employee to care for the child.

14.20. 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; or
- (b) for a casual employee, the employee:
 - i. is a long-term casual employee of the Employer immediately before making the request; and
 - ii. has a reasonable expectation of continuing employment by the Employer on a regular and systematic basis.

14.21. The request must:

- (a) be in writing; and
- (b) set out details of the change sought and of the reasons for the change.

14.22. 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 Employer refuses the request, the response must also include the reasons for the refusal.

14.23. The Employer may refuse a request only if:

- (a) The Employer has
 - i. discussed the request with the Employee; and
 - ii. genuinely tried to reach an agreement with the Employee about making changes to the employee's working arrangements to accommodate the circumstances mentioned in clause 14.18; and
- (b) the Employer and the Employee have not reached such an agreement; and
- (c) the Employer has had regard to the consequences of the refusal for the Employee; and
- (d) the refusal is on reasonable business grounds.

Note: An employer's grounds for refusing a request may be taken to be reasonable business grounds, or not to be reasonable business grounds, in certain circumstances: see subsection 65C(5).

To avoid doubt, subparagraph 14.23(a)(ii) does not require the employer to agree to a change to the employee's working arrangements if the employer would have reasonable business grounds for refusing a request for the change.

15. On Call

15.1. 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 22, Special Allowances and Payments, of this Agreement: Provided, however, no Employee shall be required to remain on call whilst on leave or on the day before entering upon leave.

- 15.2. No Employee shall be required to remain on call while on a rostered day off, or 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.

16. 12-Hour Shifts

- 16.1. 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 Employees affected and a majority of the Employees affected agree to the introduction of the proposed 12-hour shift system;
- (b) any Employee who does not wish to work under the 12-hour shift system may work a mutually agreed alternative shift system in the unit affected or may transfer to another mutually agreed position within the facility with no loss of classification and contracted hours;
- (c) the span of hours must not exceed 12.5 hours;
- (d) there must be a maximum of three consecutive night shifts which include one or more 12-hour shifts;
- (e) there must be a minimum break of 11.5 hours rostered between each 12-hour shift;
- (f) Employees must be allowed either two 30 minute or one 60-minute meal break. In addition to the meal breaks, Employees must be allowed either two 10-minute or one 20-minute paid tea break;
- (g) the Employer must notify the Employees, and if requested by the Employee any nominated Employee representative, which may be a union representative, 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 Employees involved, the section of the hospital involved, and the Agreement provisions which need to be overridden;
- (h) there must be an evaluation process at the completion of the first 12 months, or sooner if the employer and affected Employees agree. The evaluation process must involve representatives of Employees and the Employer. Aspects which are to be considered in the evaluation process are to include work health and safety data, sick leave patterns and the frequency of overtime;
- (i) the Employees, and if requested by the Employee any nominated employee representative which may be a union representative, are to be notified of the outcome of the evaluation process;
- (j) nothing contained in this sub-clause shall prevent an individual Employee and the Employer reaching mutual agreement for that individual working 12-hour shifts.

17. Hours of Work and Free Time of Directors of Nursing

This clause does not apply to part-time Employees.

- 17.1. The Director of Nursing shall be free from duty for not less than 9 days in each 28 consecutive days and such days free from duty may be taken in one or more periods.
- 17.2. If any of the days mentioned in sub-clause 17.1 of this clause cannot be taken by reason of emergency, such day or days shall be given and taken within 28 days of becoming due.
- 17.3. A Director of Nursing shall, where practicable, inform the Employer giving not less than seven days' notice of the days the Employee proposes to be free from duty; provided that such days shall be subject to the approval of the Employer, and such approval shall not be unreasonably withheld.

18. Banking of Hours

- 18.1. A full time or part time Employee may, by agreement made daily, weekly, or fortnightly with their Clinical Coordinator or Director of Nursing:
 - (a) work less than their daily, weekly or fortnightly rostered or contracted hours and work those hours at a later date; or
 - (b) work more than their daily, weekly or fortnightly rostered or contracted hours and take time off in lieu of payment or may set off the additional hours worked against any owing under (a) above.
- 18.2. An Employee who works less than their rostered or contracted hours shall be paid as if those hours had been worked during the relevant period, including payment for any weekend or shift penalties that would otherwise have been due for the time not worked.
- 18.3. An Employee who works more than their rostered or contracted hours shall not receive payment for any weekend or shift penalties that would otherwise have been due for that extra time worked.
- 18.4. Time debited or credited under these arrangements shall all be at ordinary time, i.e., an hour for an hour.
- 18.5. An Employee may not have more than 76 hours in debit or credit at any point in time.
- 18.6. Employees who have hours in debit must be given first option to work additional hours prior to the use of casual Employees.
- 18.7. The hospital must keep detailed records of all hours credited and debited to Employees under these arrangements. Employees must have full access to these records.
- 18.8. On termination of employment, the Employer must pay the Employee for all hours in credit and may deduct from termination pay the value of any hours in debit.
- 18.9. Either party shall have the right to terminate an agreement under this clause with two weeks' notice.

19. Rosters

- 19.1. 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.
- 19.2. The roster shall be displayed where practicable at least two 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.
- 19.3. Notwithstanding the foregoing provisions of this clause, a roster may be altered at any time to enable the nursing service of the hospital to be carried on where another Employee is absent from duty on account of unforeseen circumstances or 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.
- 19.4. Prior to the date of the changed shift, such change of roster shall be notified verbally or in writing to the Employee concerned.
- 19.5. An Employee may change their roster at short notice, with the agreement of their Nurse Unit Manager or Director of Nursing for any reasonable ground.
- 19.6. 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.

- 19.7. Where an Employee is entitled to an additional day off duty in accordance with Clause 14, Hours of Work and Free Time of Employees other than Directors of Nursing, of this Agreement, such day is to be shown on the roster of hours for that Employee.
- 19.8. All rosters shall be retained for at least seven years.

20. Salaries

- 20.1. The minimum salaries per week shall be as set out in Table 1 – Salaries. The parties have agreed that the following wage increases will apply:
- (a) 4% from the first full pay period on or after 1 November 2023 (FFPP on or after 1 July 2023 for Assistants in Nursing), and
 - (b) 4% from the first full pay period on or after 1 July 2024.

Notwithstanding, where an Employee is already in receipt of wages that are in excess of those specified for their particular classification, the Employer reserves the right to off-set a part or whole of the applicable increase. Where this occurs, the Employee shall be advised in writing and if requested by either party, meet with the Employer for further discussions.

- 20.2. The allowances as set out in Table 2 – Other Rates and Allowances shall be paid. The parties have agreed that the following increases to allowances will apply:
- (a) 4% from the first full pay period on or after 1 November 2023, and
 - (b) 4% from the first full pay period on or after 1 July 2024.
- 20.3. Where an Employee receives a rate of pay in excess of the rates set out in Table 1, the Employee will maintain their above Agreement wage and will not be disadvantaged.
- 20.4. An Assistant in Nursing with an appropriate Certificate III will commence at the AIN 2nd Year level, or where the Employee's years of service are higher, the incremental point relevant to their years of service.
- 20.5. An Enrolled Nurse with 5 years of continuous service with the Employer as an Enrolled Nurse will receive the rate of pay set out for the classification of Advanced Enrolled Nurse.
- 20.6. Should the rate of pay for any classification fall below the equivalent rate of pay in the *Nurses Award 2020* ('Award'), the rate of pay shall default to the minimum rate prescribed in the Award.

21. Recognition of Service and Experience

- 21.1. The Employer shall notify each Employee in writing of the requirements of this clause at the time of the Employee's commencement of employment. If the Employer does not so notify the Employee, then the requirements of this clause shall not commence until the Employer does so notify the Employee.
- 21.2. From the time of commencement of employment, the Employee has three months in which to provide documentary evidence to their Employer detailing any other 'service' or 'experience', as defined in Clause 4, 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.
- 21.3. Until such time as the Employee furnishes any such documentation contemplated in 21.2 above, the Employer shall pay the Employee at the level for which documentary evidence has been provided.
- 21.4. If within three months of commencing employment an Employee does provide documentary evidence of other previous service or experience not disclosed at the time of commencement, the Employer shall pay the Employee at the appropriate rate as and from the date of commencement that would have been paid from that date had the additional evidence been provided at that time.

- 21.5. If an Employee provides documentary evidence of other previous service or experience not disclosed at the time of commencement after the said three month period, the Employee shall be paid a rate appropriate for the previous service or experience then proved, but only from the date of providing that evidence to the Employer.
- 21.6. An Employee who is working as a nurse for more than one employer 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.
- 21.7. An Employee who is entitled to progress to the next year of service or experience (by reason of hours worked with other employers) as and from a particular date must provide documentary evidence of that entitlement within three months of that entitlement arising. If that proof is so provided, the Employee shall be paid at the higher rate as and from the particular date. If the documentary evidence is provided outside that three-month period, the Employee shall be paid at the higher rate only from the date of proof.

22. Special Allowances and Payments

In-Charge Allowance

22.1.

- (a) A Registered Nurse appointed in charge of the hospital when the Director of Nursing appoints them in charge (on the roster, by email, or otherwise in writing) and the Registered Nurse accepts and undertakes additional specified responsibilities, as set out in clause 4, Definitions:
- i. on night shift; or
 - ii. on weekend shifts; or
 - iii. on afternoon shift; or
 - iv. when the Director of Nursing is not otherwise onsite and deems an 'in charge' is required, shall be paid, in addition to their appropriate salary whilst so in charge the sum set out in Item 1 of Table 2 per shift.
- (b) This sub-clause shall not apply to Registered Nurses holding classified positions of a higher grade than that of Registered Nurse.

On-Call Allowance

- (a) An Employee required by the Employer to be 'on call' otherwise than as provided for in paragraph (b) shall be paid the sum set out in Item 2 of Table 2 for each period of 24 hours or part thereof provided that only one allowance shall be payable in any period of 24 hours.
- (b) An Employee required to be on call on rostered days off shall be paid the sum set out in Item 3 of Table 2 for each period of 24 hours or part thereof provided that only one allowance shall be payable in any period of 24 hours.
- (c) An Employee who is directed to remain on call during a meal break shall be paid an allowance of the sum set out in Item 4 of Table 2 provided that no allowance shall be paid if, during a period of 24 hours including such period of on call, the Employee is entitled to receive the allowance prescribed in sub-clause (a)(a) above. If an Employee is recalled to duty during such meal break and cannot have a substitute meal break during the same shift, they shall be paid at overtime rates for the total period of the meal break.
- (d) Where an Employee on call leaves the hospital and is recalled to duty, they shall be reimbursed for all reasonable fares and expenses actually incurred provided that where an Employee uses a motor vehicle in these circumstances the allowance payable shall be at the rate recommended

by the Australian Taxation Office. The provisions of this paragraph shall apply to all Employees, except for the Director of Nursing.

Lead Apron Allowance

- 22.2. An Employee required to wear a lead apron shall be paid an allowance of the sum set out in Item 5 of Table 2 for each hour or part thereof that they are required to wear the said apron.

23. Penalty Rates for Shift Work and Weekend Work

- 23.1. Employees working on afternoon or night shift shall be paid the following percentages in addition to the ordinary rate for such shift:

Afternoon shift: 12.5%

Night shift: 15%

Provided that Employees who work less than 38 hours per week shall only be entitled to the additional rates where their shifts commence prior to 6:00am or finish after 6:00pm.

- 23.2. "Ordinary rate" and "Ordinary time" shall not include any percentage addition by reason of the fact that an Employee works less than 38 hours per week but shall include amounts payable under Clause 20, Salaries and Clause 22, Special Allowances and Payments where the allowance makes up part of the Employee's regular weekly earnings.

- 23.3. For the purposes of this clause, day, afternoon and night shifts shall be defined as follows:

"Afternoon shift" means any shift commencing not earlier than 12 noon and finishing after 6:00pm on the same day.

"Night shift" means any shift commencing on or after 6:00pm and finishing before 7.30am on the following day.

- 23.4. Where an Employee (other than a casual Employee) is rostered to work ordinary hours between midnight Friday and midnight Saturday, the Employee will be paid a loading of 50% of their Ordinary Pay for the hours worked during this period.
- 23.5. Where an Employee (other than a casual Employee) is rostered to work ordinary hours between midnight Saturday and midnight Sunday, the Employee will be paid a loading of 75% of their Ordinary Pay for the hours worked during this period.
- 23.6. Where a casual Employee is rostered to work ordinary hours between midnight Friday and midnight Saturday, the Employee will be paid 150% of the casual hourly rate (Ordinary Pay plus casual loading) for the hours worked during this period.
- 23.7. Where a casual Employee is rostered to work ordinary hours between midnight Friday and midnight Saturday, the Employee will be paid 175% of the casual hourly rate (Ordinary Pay plus casual loading) for the hours worked during this period.
- 23.8. These extra rates will be in substitution for and not cumulative upon the shift penalties prescribed at sub-clause 23.1.

24. Fares and Expenses

- 24.1. An Employee required to travel in the performance of their duties shall be paid all reasonable out of pocket expenses (including fares).

24.2.

- (a) An Employee who is engaged for an indefinite period and who remains in employment for at least six months shall be reimbursed forward fares from the place of engagement, provided that the distance of normal travel from there to the employment exceeds 40 kilometres.

- (b) An Employee who is engaged for an indefinite period and who is dismissed within six months for any reason other than misconduct or inefficiency shall be reimbursed forward fares from the place of engagement; provided that the distance of normal travel from there to the employment exceeds 40 kilometres; and shall also be reimbursed return fares to such place of engagement or to the Employee's immediate destination, whichever is the cheaper.
- 24.3. An Employee who is engaged for a definite period and who completed the period of engagement or who is dismissed before completing such period for any reason other than misconduct or inefficiency shall be reimbursed return fares to such place of engagement or to the Employee's immediate destination, whichever is the cheaper.
- 24.4. Fares within the meaning of this clause shall include only fares incurred in respect to travel within New South Wales.
- 24.5. 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.

25. Uniform and Laundry Allowances

- 25.1. Subject to sub-clause 25.3, sufficient, suitable, and serviceable uniforms, including one pair of shoes per annum which shall be of a recognised acceptable standard for the performance of nursing duties, and one cardigan or jacket, shall be supplied free of cost to each Employee required to wear a uniform. An Employee, to whom a new uniform or part of a uniform has been issued who, without good reason, fails to return the corresponding article last supplied shall not be entitled to have such article replaced without payment therefore at a reasonable price.
- 25.2. An Employee, on leaving the service of the Employer, shall return any uniform or part thereof supplied by the Employer which is still in use immediately prior to leaving.
- 25.3.
 - (a) In lieu of supplying uniforms and shoes to an Employee, the Employer shall pay the said Employee the sum set out in Item 7 of Table 2 for uniforms per week and the sum set out in Item 8 of Table 2 for shoes per week.
 - (b) In lieu of supplying stockings to an Employee, the employer shall pay the said employee the sum set out in Item 9 of Table 2 per week.
 - (c) In lieu of supplying a cardigan or jacket to an Employee, the Employer shall pay the said Employee the sum set out in Item 10 of Table 2 per week.
 - (d) If the uniforms of an Employee are not laundered at the expense of the hospital, an allowance of the sum set out in Item 11 of Table 2 shall be paid to the said Employee per week; provided that the payment of such laundry allowance shall not be made to any Employee on absences exceeding one week.
 - (e) Where the Employer requires any Employee to wear headwear, the hospital shall provide headwear free of charge to the Employee.
 - (f) In lieu of supplying socks to an Employee, the Employer shall pay the said Employee the sum set out in Item 12 of Table 2 per week.
 - (g) Except for the laundering allowance in sub-clause 25.3(d), the allowances referred to in sub-clause 25.3 are also payable during any period of paid leave.

26. Higher Grade Duty

- 26.1. An Employee, who is required to relieve another Employee in a higher classification than the one in which they are ordinarily employed for 3 days or more will be paid at the higher classification rate.

27. Overtime

- 27.1. Subject to sub-clause 27.2, an Employer may require an Employee to work reasonable overtime.
- 27.2. 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.
- 27.3. For the purposes of sub-clause 27.2, 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.
- 27.4.
- (a) Subject to paragraph (b) of this sub-clause, all time worked by full time Employees other than the Director of Nursing in excess of the rostered daily ordinary hours of work shall be overtime and shall be paid for at the rate of time and one half for the first two hours and double time thereafter in respect of each overtime shift worked or in respect of overtime worked prior to or at the conclusion of a normal shift. Overtime worked on Sundays shall be paid for at the rate of double time and on public holidays at the rate of double time and one half.
 - (b) All time worked by part-time or casual Employees in excess of the rostered daily full time ordinary hours of work, or in excess of 38 hours per week or 76 hours per fortnight, will be paid for at the rate of time and one half for the first two hours and double time thereafter, except that on Sundays such overtime will be paid for at the rate of double time and on public holidays at the rate of double time and one half.
 - (c) Time worked up to eight ordinary hours of work shall not be regarded as overtime but an extension of the contracted hours for that day and shall be paid at Ordinary Pay, except where a 10-hour shift is rostered in advance in which case the 10-hour shift will be the ordinary hours of work.
 - (d) Overtime for casual Employees is payable on the casual rate (i.e. Ordinary Pay plus casual loading).
- 27.5. An Employee recalled to work overtime after leaving the Employer's premises shall be paid for a minimum of four hours work at the appropriate rate for each time so recalled. If the work required is completed in less than four hours, the Employee shall be released from duty. This sub-clause does not apply to a Director of Nursing.
- 27.6. An Employee required to work overtime following the completion of their normal shift for more than two hours shall be allowed twenty minutes for the partaking of a meal and a further twenty minutes after each subsequent four hours of overtime. All such time shall be counted as time worked; provided that this sub-clause shall not apply to permanent part time Employees, until the expiration of the normal shift for a majority of the full-time Employees employed on that shift in the ward or section concerned.
- 27.7. An Employee recalled to work overtime after leaving the Employer's premises and who is required to work for more than four hours shall be allowed twenty minutes for the partaking of a meal and a further twenty minutes after each subsequent four hours of overtime; all such time shall be counted as time worked.

- 27.8. The meals referred to in sub-clauses 27.6 and 27.7 of this clause shall be provided to the Employee free of charge. Where the Employer is unable to provide such meals, an allowance per meal of the sum set out in Items 13, 14 and 15 of Table 2, shall be paid to the Employee concerned.
- 27.9. 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 14, Hours of Work and Free Time of Employees Other Than Directors of Nursing shall apply.
- 27.10. 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.
- 27.11. An Employee who works so much overtime:
- (a) between the termination of their ordinary work on any day or shift and the commencement of their ordinary work on the next day or shift that they have not had at least ten (10) consecutive hours off duty between these times; or
 - (b) on a Saturday, a Sunday or public holiday, not being ordinary working days, or on a rostered day off without having had ten consecutive hours off duty in the twenty-four hours preceding their next day or shift; shall subject to this sub-clause, be released after completion of such overtime until they have had ten 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 ten consecutive hours off duty, they shall be paid at double time the appropriate 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 ten consecutive hours off duty without loss of pay for ordinary working time occurring during such absence.
- 27.12. By mutual agreement, a full-time or part-time Employee may be compensated by way of time off instead of payment of overtime on the following basis:
- (a) Time off instead of payment for overtime must be taken equivalent to the overtime payment that would have been made (as per clause 27.4(a)) within four months of it being accrued, at a mutually agreed time between the Employee and the Employer, taking into consideration the operational needs of the business.
 - (b) Where it is not possible for an Employee to take the time off, instead of payment for overtime, within the three-month period, it is to be paid out at the appropriate overtime rate based on the rates of pay applying at the time payment is made.
 - (c) When an Employee requests that any agreed time off in lieu be paid out instead, the Employer will pay the equivalent overtime payment in the pay period after the request was made.
 - (d) An Employee cannot be compelled to take time off lieu of overtime.
 - (e) Records of all time off in lieu of overtime owing to Employees and taken by Employees must be maintained by the Employer.
 - (f) Upon termination, any outstanding amounts of time off in lieu must be paid out at the appropriate overtime rate.

28. Payment of Wages and Pay Slips

- 28.1. Wages shall be paid weekly or fortnightly, provided that payment for any overtime worked may be deferred to the next pay day following completion of the working cycle within which such overtime is worked, but not for longer; provided further that the payment of shift and weekend penalties relating to work performed in the second week of a fortnightly roster period may be deferred to the pay day next following the completion of the working cycle within which such shifts were worked, but not for longer.

- 28.2. Employees will be paid by electronic funds transfer, as determined by the Employer, into the bank or financial institution account nominated by the Employee. The Employer will take all reasonable steps to ensure that the wages of Employees are available to Employees by no later than pay day.
- 28.3. When notice of termination of employment has been given by an Employee or by the Employer, payment of all wages and other monies owing to an Employee will be made to the Employee by close of business on the last day of employment within three (3) working days of the last day of employment.
- 28.4. Notwithstanding the above, an Employer will not be held liable for any unforeseen event outside the control of the Employer which prevents the Employer's ability to meet the requirements of this clause, for example a bank error or delay.
- 28.5. In accordance with the Act, each Employee will be provided a pay slip after each pay which provides the Employee's hours worked and accrued entitlements. This will include but is not limited to:
- (a) the Employee's classification and rate of pay;
 - (b) ordinary and overtime hours worked;
 - (c) any penalty rates payable;
 - (d) annual leave;
 - (e) personal/carer's leave;
 - (f) long service leave;
 - (g) accrued days off; and
 - (h) time off in lieu.
- 28.6. Employees have the right to request their current leave balances at any time.

29. Registration or Enrolment Pending

- 29.1. An Employee who is a student and who has completed the course of training prescribed by the Board and applied for registration or enrolment shall, upon registration or enrolment, be paid as from the date of application for registration or enrolment the wages to which they would have been entitled if registered or enrolled.
- 29.2. The Employee shall notify the Employer as soon as possible after they have so applied.

30. Annual Leave

30.1. Quantum of annual leave

- (a) Annual leave on full pay is to be granted in accordance with the NES as follows:
 - i. Full-time Employees (other than Shift Workers) - five weeks (190 hours) annual leave
 - ii. Full-time Shift Workers - six weeks (228 hours) annual leave
- (b) The entitlement to paid annual leave accrues progressively during a year of service according to the Employee's ordinary hours of work and accumulates from year to year.

30.2. Taking of leave

- (a) An Employee is entitled to take an amount of annual leave if:
 - i. at least that amount of annual leave is credited to the Employee; and
 - ii. the Employer has approved the Employee to take annual leave during that period.
- (b) The Employer shall not unreasonably withhold or revoke approval of requests to take annual leave and may only withhold approval on the grounds of the Employer's operational requirements.

30.3. Excessive annual leave

- (a) An Employee has an excessive leave accrual if the Employee has accrued more than 2 years' accruals of paid annual leave (that is 10 weeks, or 12 weeks if a Shift Worker).
- (b) If an Employee has an excessive leave accrual, the Employer or the Employee may confer with the other and genuinely try to reach agreement on how to reduce or eliminate the excessive leave accrual.
- (c) If an Employer has genuinely tried to reach agreement with an Employee under clause 30.3(c) but Agreement is not reached (including because the Employee refuses to confer), the Employer may direct the Employee in writing to take one or more periods of paid annual leave.
- (d) However, a direction by the Employer is of no effect if it would result at any time in the Employee's remaining accrued entitlement to paid annual leave being less than 6 weeks when any other paid annual leave arrangements are taken into account.
- (e) The direction must not require the Employee to take any period of paid annual leave of less than one week; must not require the Employee to take a period of paid annual leave beginning in less than 8 weeks, or more than 12 months, after the direction is given; and must not be inconsistent with any leave arrangement agreed by the Employer and Employee.
- (f) Subject to the conditions outlined in sub-clauses (d) and (e), an Employee with excessive leave may give a written notice to the Employer requesting to take one or more periods of paid annual leave.
- (g) The Employer must grant paid annual leave requested by a notice under clause 30.3(g).

30.4. Payment for annual leave

- (a) An Employee will be paid at the rate of Ordinary Pay for the time they would have worked had they not been on leave during that period.

30.5. Cashing out of annual leave

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

- (a) paid annual leave must not be cashed out if the cashing out would result in the Employee's remaining accrued entitlement to paid annual leave being less than four weeks; and
- (b) the maximum amount of accrued paid annual leave that may be cashed out in any period of 12 months is 2 weeks; and
- (c) each cashing out of a particular amount of paid annual leave must be by a separate agreement in writing between the Employer and the employee; and
- (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.

30.6. Annual leave loading

- (a) In addition to their ordinary pay, an Employee, other than a Shift Worker, will be paid an annual leave loading of 17.5% of their Ordinary Pay on a maximum of 152 hours/4 weeks' annual leave per annum.
- (b) Shift Workers, in addition to their Ordinary Pay, will be paid the higher of:
 - i. an annual leave loading of 17.5% of Ordinary Pay; or
 - ii. the weekend and shift penalties the Employee would have received had they not been on leave during the relevant period.
- (c) When the employment of an Employee is terminated, and at the time of the termination the Employee has not been given and not taken the whole of an annual leave period to which the employee has become entitled, the Employee will be paid their leave loading entitlement for the period not taken.
- (d) Annual leave loading is payable to an Employee who takes a period of annual leave either wholly or partly in advance.

30.7. Payment of annual leave on termination

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

31. Public Holidays

31.1. Public holidays are proclaimed in accordance with the *Public Holidays Act 2010* (NSW) and provided for in the NES. For the purposes of this Agreement, the following shall be deemed to be public holidays:

- (a) New Year's Day;
- (b) Australia Day;
- (c) Good Friday;
- (d) Easter Saturday;
- (e) Easter Sunday;
- (f) Easter Monday;
- (g) ANZAC Day;
- (h) King's Birthday;
- (i) Labour Day;
- (j) Christmas Day;
- (k) Boxing Day;
- (l) any other day, or part-day, declared or prescribed by or under a law of the State to be observed generally within the State, or a region of the State, as a public holiday.

31.2. Payment for work done on public holidays

- (a) All work done by an Employee during their ordinary shift on a public holiday or substituted day, will be paid at 200% of Ordinary Pay.
- (b) Payments and entitlement under this clause are instead of any additional rate for shift or weekend work which would otherwise be payable had the shift not been worked on a public holiday.

31.3. Public holiday substitution and local public holidays

In accordance with the NES, if under (or in accordance with a procedure under) a law of the State, a day or part-day is substituted for a day or part-day that would otherwise be a public holiday, then the substituted day or part-day is the public holiday. In addition, any relevant local public holidays proclaimed by State law or by local council will also be observed.

31.4. In addition to those named public holidays specified at subclause 31.1, Employees shall be entitled to an extra public holiday each year. Such public holiday shall occur on a day between Christmas and New Year within the days Monday to Friday inclusive and not coinciding with a date that is already a gazetted public holiday for that calendar year.

31.5. Public holiday substitution by the Employer and Employee

The Employer and the Employees may, by agreement, substitute another day for a public holiday.

31.6. Public holidays occurring on rostered days off

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

31.7. Part-time Employees

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

31.8. Casual Employees

- (a) A casual Employee will be paid only for those public holidays they work.

32. Long Service Leave

- 32.1. Employees are entitled to long service leave after completing ten (10) years of continuous service.
- 32.2. Employees are entitled to:

Length of continuous service	Entitlements
10 years	Two months
15 years	One month
Each 5 years thereafter	One and a half months

- 32.3. Further to clauses 32.1 and 32.2, an Employee may elect to take pro-rata long service leave after seven (7) years of continuous service.
- 32.4. To avoid any doubt, if an Employee resigns with at least seven (7) years continuous service and less than ten (10) years of continuous service, the Employer is not obliged to pay as specified in clause 32.3 unless the Employer is obliged to under the *Long Service Act 1955* (NSW).
- 32.5. When an Employee takes a period of long service leave, the Employer will pay the employee their basic periodic rate of pay in respect of the period of leave.
- 32.6. Employees are required to give the Employer four weeks' written notice of their intention to take their long service leave entitlement.
- 32.7. After the employee has accrued more than 10 weeks of long service leave, the Employer may direct the Employee to commence a period of long service leave due to them on the provision of four weeks' written notice and having regard to the needs of the workplace.
- 32.8. The Employee may take a period of long service leave due to them either in a lump sum or in separate periods.
- 32.9. Employees who have accrued long service leave prior to this Agreement will retain that accrued long service entitlement.
- 32.10. Casual Employees are entitled to access these provisions in accordance with the *Long Service Leave Act 1955* (NSW).

33. Personal/Carer's Leave and Compassionate Leave

- 33.1. An Employee is entitled to 10 days of paid personal/carers' leave for each year of service. All other provisions regarding personal/carers' leave are provided for in the NES.
- 33.2. In addition, an employee may use accumulated personal/carers' leave when on workers compensation only where his or her workers compensation payments are less than his or her normal full pay. In this case a personal/carers' leave entitlement may be used to make up the difference between the full normal pay and the workers compensation payment.
- 33.3. **Taking of personal/carers' leave**

An Employee may take personal/carers' leave:

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

33.4. Personal/carer's leave notification and evidence requirements

- (a) To be entitled to leave under Clause 33, an employee must give the Employer notice of the period, or expected period of the leave:
 - i. as soon as reasonably practicable (which may be at a time before or after the leave has started) that the employee is (or will be) absent from their employment.
- (b) To be entitled to personal leave for more than one (1) days absence, the employee may be required to give the Employer as soon as reasonably practicable (which may be at a time before or after the personal leave has started) either:
 - i. a medical certificate from a medical practitioner stating that in their opinion, the employee was, is, or will be unfit for work during the period because of a personal illness or injury; or
 - ii. evidence that would satisfy a reasonable person that the leave was taken for a permissible reason or occasion.
- (c) To be entitled to carer's leave during the period the employee may be required to give the Employer as soon as reasonably practicable (which may be at a time before or after the carer's leave has started) either:
 - i. a medical certificate from a medical practitioner stating that in their opinion the member requires or required care and support during the period due to personal illness or injury; or
 - ii. evidence that would satisfy a reasonable person that the leave was taken for a permissible reason or occasion.

33.5. Payment of paid personal/carers' leave

- (a) If an Employee takes a period of paid personal/carer's leave, the Employer must pay the Employee at the Employee's Ordinary Pay for the Employee's ordinary hours of work in the period.
- (b) An Employee is entitled to cash out an amount of paid personal/carer's leave credited to the Employee provided:
 - i. the Employer authorises the Employee to forgo the amount of paid personal/carer's leave.; and
 - ii. paid personal/carer's leave must not be cashed out if the cashing out would result in the Employee's remaining accrued entitlement to paid personal/carer's leave being less than 15 days; and
 - iii. each cashing out of a particular amount of paid personal/carer's leave must be by a separate agreement in writing between the Employer and the Employee; and
 - iv. the Employee must be paid at least the full amount that would have been payable to the Employee had the Employee taken the leave that the Employee has forgone.

33.6. Unpaid carer's leave

- (a) An Employee is entitled to 2 days unpaid carer's leave for each occasion when a member of the Employee's immediate family, or a member of the Employee's household, requires care or support because of:
 - i. a personal illness, or personal injury, affecting the member; or
 - ii. an unexpected emergency affecting the member.
- (b) An Employee may take unpaid carer's leave as:
 - i. a single continuous period of up to 2 days; or
 - ii. any separate periods agreed with the employer.
- (c) An Employee is entitled to unpaid carer's leave for a particular occasion only if the Employee cannot take an amount of paid personal/carer's leave.

33.7. Compassionate leave

- (a) An Employee is entitled to a period of 2 days of compassionate leave for each occasion (a permissible occasion) when a member of the Employee's immediate family or a member of the Employee's household:
 - i. contracts or develops a personal illness that poses a serious threat to their life; or
 - ii. sustains a personal injury that poses a serious threat to their life; or
 - iii. dies.

The same entitlement applies when:

- i. a child is stillborn, where the child would have been a member of the Employee's immediate family, or a member of the Employee's household, if the child had been born alive; or
 - ii. the Employee, or the Employee's spouse or de facto partner (but not former spouse or former de facto partner) has a miscarriage.
- (b) An Employer may require evidence that would satisfy a reasonable person that leave taken under this clause was taken in circumstances specified under 33.6(a).
- (c) An Employee who is entitled to a period of compassionate leave for a particular permissible occasion is entitled to take the compassionate leave as:
 - i. a single, unbroken period of 2 days, or
 - ii. 2 separate periods of 1 day each; or
 - iii. any separate periods to which the Employee and Employer agree.
- (d) An Employee who is entitled to a period of compassionate leave because a member of the Employee's immediate family or a member of the Employee's household has contracted or developed a personal illness, or sustained a personal injury, is entitled to start to take the compassionate leave at any time while the illness or injury persists.
- (e) If an Employee takes compassionate leave during a period, the Employer must pay the Employee for that period the amount the Employee would reasonably have expected to be paid by the Employer if the Employee had worked during that period.
- (f) Individual Employees may discuss their particular circumstances with the Employer in respect of the availability of any further leave.
- (g) Casual Employees are entitled to unpaid compassionate leave.

33.8. Special personal/carer's Leave

- (a) An Employee may make application to access personal/carer's leave in extenuating circumstances not covered by personal/carer's leave. This may include leave for matters arising from family and domestic violence as per clause 35.
- (b) Each application will be judged on its merits.

33.9. Service

- (a) A period of paid personal/carer's leave or compassionate leave does not break an employee's continuity of service and counts as service for all purposes.
- (b) A period of unpaid personal/carer's leave does not break an Employee's continuity of service but does not count as service.

34. Parental Leave

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

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

- (a) the leave is associated with:
 - i. the birth of a child of the Employee or Employee's spouse or de-facto partner; or
 - ii. the placement of a child with the Employee for adoption, and
- (b) the Employee has or will have a responsibility for the care of the child.

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

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

34.4. Paid parental leave

- (a) In addition to unpaid parental leave available to eligible Employees under the Act, full-time and part time Employees may claim paid parental leave at Ordinary Pay from the date the parental leave commences in the following circumstances:
 - i. where there is compliance with the documentation requirements to the extent to which they apply; and
 - ii. immediately before the expected date of birth of the child, the Employee has, or will have, completed at least 12 months of continuous service with the Employer, and
 - iii. where the Employee will be the primary care giver for the child.
- (b) For the purposes of the calculation of Ordinary Pay for paid parental leave purposes, an Employee will be paid the higher of:
 - i. the average of the ordinary hours actually worked by the Employee in the 12-month period ending at the commencement of parental leave; or
 - ii. the ordinary hours worked by the Employee at the time of the commencement of parental leave.
- (c) Eligible full-time and part time Employees are entitled to apply for paid parental leave as provided below:
 - i. Primary Care Giver Leave – twelve (12) weeks' paid leave (or 24 weeks at half pay). Primary Care Giver Leave can also be accessed for adoption, and will commence from the date of taking custody of the child; or
 - ii. Partner Leave – two (2) weeks' paid leave.

- (d) In addition to the above entitlements, the employer will provide a further three (3) weeks paid parental leave to eligible employees.

35. Leave to deal with Family and Domestic Violence

35.1. Clause objective

- (a) Paid and unpaid Family and Domestic Violence Leave will be provided in accordance with the NES.
- (b) The Employer recognises that employees sometimes face situations of violence or abuse in their personal life that may affect their attendance or performance at work.
- (c) The Employer seeks to develop a supportive workplace in which victims of family violence can come forward for help and support.

35.2. Definition of family and domestic violence

The Employer accepts the definition of family and domestic violence as stipulated in relevant legislation.

The definition of family and domestic violence includes physical, sexual, financial, verbal or emotional abuse by a family member.

35.3. General measures

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

35.4. Special leave

In accordance with the NES, an Employee directly experiencing family and domestic violence will have access to ten (10) days paid leave per year, non-cumulative, for medical appointments, legal proceedings and other activities related to family violence. These ten (10) days are in addition to other paid leave entitlements detailed in this Agreement and are paid at the employee's base rate of pay for the hours they would have worked on that day. Should those 10 days be exhausted, the Employee may access accruals of paid personal/carer's leave.

35.5. Evidence

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

36. Community Service Leave

- 36.1. Employees are entitled to Community Service Leave in accordance with the provisions of the NES (refer to Chapter 2, Part 2-2, Division 8 of the Act).

36.2. Eligible community service activities

- (a) entitle an Employee, acting reasonably, to be absent from employment for periods including:

- i. time when the employee engages in the activity;
- ii. reasonable travelling time associated with the activity;
- iii. reasonable rest time immediately following the activity.

- (b) include:

- i. jury service (including attendance for jury selection) that is required by or under a law of the Commonwealth, a State or a Territory; or
- ii. a voluntary emergency management activity; or
- iii. an activity prescribed in regulations made for the purpose of Section 109(4) of the Act.

36.3. Jury Service

- (a) There is no limit on the amount of unpaid jury service leave an Employee can take in a 12-month period of employment.
- (b) Employees, other than casuals, are entitled to be paid:
 - i. for the first 10 days when absent from work in one or more periods to attend jury service re a particular jury service summons;
 - ii. the difference between what the Employee received as jury service pay and the employee's Ordinary Pay for ordinary hours of work in the period or periods.
- (c) Where the duration of jury service for a particular jury service summons exceeds 10 days, the Employer agrees to assist the employee as far as is reasonably practical to maintain their regular income. The assistance may include: flexibility of rosters; access to annual leave and/or long service leave.
- (d) The Employer may require the Employee to provide evidence that would satisfy a reasonable person:
 - i. that the Employee took all necessary steps to obtain any amount of jury service pay to which they were entitled; and
 - ii. of the total amount of jury service pay, paid or payable to the Employee.
- (e) No payment is required where evidence is required by the Employer and not provided by the Employee.

37. Natural Disaster Leave

- 37.1. Where a permanent Employee is unable to attend a rostered shift because of a natural disaster (e.g. bushfire or flood) they will be entitled to receive up to 5 days Ordinary Pay per occasion for the shifts they would otherwise have worked. This entitlement is not cumulative from year to year.
- 37.2. The Employer may require the Employee to provide evidence to support their claim for paid leave under this clause.
- 37.3. The Employer has the discretion to extend this leave and will consider applications for such extensions on a case-by-case basis.
- 37.4. The Employer will not unreasonably refuse the approval of paid leave under this clause.

38. Ceremonial Leave

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

39. Superannuation

39.1. Superannuation legislation

Superannuation legislation, including the *Superannuation Guarantee (Administration) Act 1992* (Cth), the *Superannuation Guarantee Charge Act 1992* (Cth), the *Superannuation Industry (Supervision) Act 1993* (Cth) and the *Superannuation (Resolution of Complaints) Act 1993* (Cth), deals with the superannuation rights and obligations of Employers and Employees.

Under superannuation legislation individual Employees generally have the opportunity to choose their own superannuation fund. If an Employee does not choose a superannuation fund, the following applies:

- (a) the Employer will request details of the Employee's 'stapled' super fund;

- (b) if the Employer is unable to obtain details of the 'stapled' superannuation fund, the Employer will make superannuation contributions to the default fund nominated by the Employer which is the Health Employees' Superannuation Trust Australia (HESTA).

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

39.2. Employer contributions

- (a) An Employer must make such superannuation contributions to an approved superannuation fund for the benefit of an Employee. The payment for all Employees shall be in accordance with the superannuation guarantee.
- (b) For the avoidance of doubt, superannuation contributions will be paid by the Employer for all periods of paid leave, including Employer-paid parental leave as provided for in sub-clause 34.4.

39.3. Voluntary Employee contributions

- (a) Subject to the governing rules of the relevant superannuation fund, an Employee may, in writing, authorise their Employer to pay on behalf of the Employee a specified amount from the post-taxation wages of the Employee into the same superannuation fund as the Employer makes the superannuation contributions provided for in clause 39.2.
- (b) An Employee may adjust the amount the Employee has authorised their Employer to pay from the wages of the Employee from the first of the month following the giving of three months' written notice to their Employer.
- (c) The Employer must pay the amount authorised under clauses 39.3(a) or 39.3(b) no later than 28 days after the end of the month in which the deduction authorised under clauses 39.3(a) or 39.3(b) was made.

39.4. Superannuation fund

Unless, to comply with superannuation legislation, the Employer makes the superannuation contributions provided for in clause 39.2 to a superannuation fund that is chosen by the Employee, the Employer will make the superannuation contributions provided for in clause 39.2 to the default fund.

40. Salary Sacrifice to Superannuation

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

41. Termination of Employment

41.1. Employment, other than of a casual, will be terminated only by appropriate notice on either side or by the payment by the Employer or forfeiture by the Employee of wages in lieu of notice. Provided that employment may be terminated by part of the period of notice specified, and part payment or forfeiture, in lieu of the period of notice specified.

41.2. Notice of termination by the Employer:

(a)

i. Table:

Period of Continuous Service	Minimum Period of Notice
1 year or less	1 week
More than 1 year but not more than 3 years	2 weeks
More than 3 years but not more than 5 years	3 weeks
More than 5 years	4 weeks

ii. A Director of Nursing shall be entitled to four weeks' notice.

(b) Employees (other than casuals) aged 45 years or older will be entitled to an additional one week's notice if the Employee has completed at least two years continuous service for the Employer.

(c) Casuals are to be given notice to the end of the current shift worked.

41.3. Notice by Employee

(a) Other than the Clinical Coordinator /Director of Nursing, the notice of termination required to be given by an 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 in subclause (b) above. If an employee fails to give the required notice, the employee may forfeit any monies due to the employee on termination under this Agreement or the NES, an amount not exceeding the amount the employee would have been paid under this Agreement in respect of the period of notice required by this clause less any period of notice actually given by the employee.

(b) A Director of Nursing shall give four (4) weeks' notice of termination in writing.

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

41.4. Upon the termination of the services of an employee, the Employer shall furnish the employee with a written statement, signed by or on behalf of the employer, setting out the period of the employment and the capacity in which the employee was employed.

41.5. Employees who have accrued additional days off duty pursuant to Clause 14, Hours of Work and Free Time of Employees Other Than Directors of Nursing, shall be paid for such accrued time at the ordinary rate of pay upon termination.

42. Redundancy

42.1. Application

(a) In accordance with the NES provisions in section 123 of part 2-2 of the Act, the following Employees are exempted from this clause:

- i. an Employee employed for a specified period of time, for a specified task, or for the duration of a specified season;
- ii. an Employee whose employment is terminated because of serious misconduct;
- iii. a casual Employee;
- iv. an Employee [REDACTED] to whom a training arrangement applies and whose employment is for a specified period of time or is, for any reason, limited to the duration of the training arrangement;

- v. an Employee prescribed by the regulations as an employee to whom Division 11 of part 2-2 of the Act does not apply.
- (b) Subclause 42.1(a)(i) does not prevent this clause from applying to an Employee if a substantial reason for employing the Employee as described in that paragraph was to avoid the application of this clause.

42.2. Discussions Before Terminations

- (a) Where the Employer has made a decision that they no longer wish the job an Employee or Employees has or have been doing to be done by anyone and that decisions may lead to the termination of employment, the Employer shall hold discussions with the Employee or Employees directly affected and their workplace representatives.
- (b) The discussions shall take place as soon as practicable after the Employer has made a definite decision which will invoke the provisions of subclause 42.2(a) and shall cover, inter alia, any reasons for the proposed terminations, measures to avoid or minimise the terminations and measures to mitigate any adverse effects of any termination on the Employee or Employees concerned.
- (c) For the purpose of the discussion the Employer shall, as soon as practicable, provide to the Employees concerned and if requested by the Employee, any nominated Employee representative which may be a union representative, all relevant information about the proposed terminations including the reasons for the proposed terminations, the number and categories of Employees likely to be affected, and the number of Employees normally employed and the period over which the terminations are likely to be carried out. The Employer shall not be required to disclose confidential information the disclosure of which would adversely affect them.

42.3. Termination of Employment

- (a) Notice for Changes in Production, Programme, Organisation or Structure will be in accordance with Clause 41 – Termination of Employment
- (b) Notice for Technological Change

This subclause sets out the notice provisions to be applied to terminations by the Employer for reasons arising from technological change:

- i. In order to terminate the employment of an Employee, the Employer shall give to the Employee three months' notice of termination.
- ii. 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.
- iii. The period of notice required by this subclause and Clause 41 to be given shall be deemed to be service with the Employer for the purposes of the Long Service Leave Act 1955, or any Act amending or replacing the Act and Clause 31 Public Holidays and Clause 30 Annual Leave.

(c) Time Off During the Notice Period

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

(d) Employee Leaving During the Notice Period

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

(e) Statement of Employment

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

(f) Notice to Services Australia

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

(g) Services Australia Employment Separation Certificate

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

(h) Transfer to Lower Paid Duties

Where an Employee agrees to be transferred to lower paid duties, for reasons set out in subclause 42.2, Discussions Before Terminations, the Employee shall be entitled to the same period of notice of transfer as the Employee would have been entitled to if the Employee's employment had been terminated, and the Employer may make payment in lieu thereof of an amount equal to the difference between the former Ordinary Pay and the new Ordinary Pay for the number of weeks' notice still owing.

42.4. Severance Pay

(a) Where the employment of an Employee is to be terminated, the Employer shall pay the following severance pay in respect of a continuous period of service.

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

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

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

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

- iii. "Week's pay" means the all-purpose rate of pay for the Employee concerned at the date of termination. For the purposes of this clause, in addition to Ordinary Pay and over-agreement payments, all allowances, penalties or shift payments to which the Employee would be entitled shall form part of an Employee's "week's pay". For the purpose of this subparagraph the following allowances in Clause 22, Special Allowances and Payments shall form part of the Employee's "week's pay"; subclause 22.1(a), 22.1(b), 22.2(a), and 22.2(c).
- iv. A "week's pay" for a particular Employee shall be determined according to the average week's pay received by the Employee in the period immediately prior to their last date of employment equal to the number of weeks of severance pay to which the Employee is entitled under subclauses 42.4(a)(i) and 42.4(a)(ii).
- v. The Employer shall also pay the following amounts to any Employee terminated pursuant to this clause:
 - A. Pro rata long service leave; and
 - B. Accrued annual leave.

(b) Incapacity to Pay

- i. 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 this clause.
- ii. The Fair Work Commission shall have regard to such financial and other resources of the Employer concerned as the Fair Work Commission thinks relevant, and the probable effect paying the amount of severance pay contained in this Agreement will have on the Employer.

(c) Alternative Employment

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 this clause if the Employer obtains acceptable alternative employment for an Employee.

43. Staff Amenities

The Employer shall provide for the use of Employees:

- 43.1. A suitable changing room and adequate washing and toilet facilities;
- 43.2. A locker fitted with lock and key or other suitable place for the safe keeping of clothing and personal effects of such employee; and
- 43.3. Tea, coffee, milk and sugar for Employees' consumption during meal and tea breaks.

44. Nurses' Education

- 44.1. The Employer recognises that training/education is essential for the maintenance and development of knowledge and skills and is committed to the learning and development of its Employees. The Employer will continue to provide and support training/education opportunities where possible.
- 44.2. Mandatory Professional Development

Employees are required to complete compulsory and/or mandatory training relevant to their role and work area by the Employer. To complete compulsory and/or mandatory training or attend internal or external professional development training, workshops or programs at the direction of the Employer, the Employer shall be responsible for the cost of the program and Employees are considered to be 'on duty'.

It is the intention of the Employer that all compulsory and or mandatory training will be completed in work hours. Where an Employee is required to attend compulsory training outside of the ordinary hours of work there will be a minimum engagement of 4 hours .

44.3. Study/Professional Development Leave

Employees may make application to the Employer to access study/professional development leave. Each application will be assessed on its merits in the context of the relevance of the conference/seminar to the Employee's duties.

Reasonable travel, accommodation, and registration costs may be paid by the Employer where the Employee's attendance is approved.

44.4. Maintenance of Professional Registration

In order to assist with the continuing professional development requirements of the Board, Registered Nurses and Enrolled Nurses may be provided with access to training and reimbursement of costs associated with the training. This training may involve any combination of the following and must be approved by management:

- Writing or reviewing workplace education sessions; or
- Presenting or attending at workplace education sessions; or
- Attendance or presentation at external conferences, lectures, seminars or professional meetings; or
- Undertaking relevant online or face to face undergraduate or post graduate studies which are relevant to their clinical practice.

44.5. Clinical Nurse Educator

Where the Employer designates an Employee to provide clinical education to other Employees, the Employee shall be paid at the Clinical Nurse Educator rate of pay (with the rate dependent on their years of experience as a Clinical Nurse Educator) for the hours worked providing that education.

45. Mandatory Screening and Protection Measures

On commencement of employment the Employee shall be notified of the availability of the following provisions which the Employer shall provide at the request of the Employee:

45.1. For protection against communicable diseases:

- (a) where an Employee has not had a complete course of immunisation against diphtheria, tetanus, poliomyelitis, measles, mumps and hepatitis, immunisation against those diseases; and
- (b) booster immunisation against tetanus at 10-year intervals; and
- (c) a rubella antibody test and, where an Employee has a negative result, rubella immunisation.

45.2. For protection against radiation exposure, Employees required to work in close proximity to a source of ionising radiation should be provided with a film badge or personal radiation dosimeter, and a record should be maintained of the radiation exposure measured by such film badge or dosimeter.

45.3. The costs involved in the above and other mandatory screening and protection procedures will be borne by the Employer.

46. Labour Flexibility

46.1. The Employer may direct an Employee to carry out duties as are within the limits of the Employee's skill, competence and training. Such duties may include work which is incidental or peripheral to the Employee's main tasks provided that such duties are not designed to promote deskilling.

46.2. The Employer may direct an Employee to carry out duties and use such equipment as may be required provided that the Employee has been properly trained or has otherwise acquired the

necessary skills in the use of such equipment. Any such direction issued by the Employer shall be consistent with the Employer's responsibility to provide a safe and healthy working environment for Employees and the Employer's duty of care to patients.

- 46.3. Except as hereinafter provided, Registered Nurses, Enrolled Nurses and Assistants-in-Nursing shall not be required to perform, as a matter of routine, the following duties: washing, sweeping, polishing and/or dusting of floors, walls or windows of wards, corridors, annexes, bathrooms or verandas, nor any duties which are generally performed by classifications other than nursing staff: but this provision shall not preclude the employment of Registered Nurses, Enrolled Nurses and Assistants-in-Nursing on any of such duties in an isolation block or where the performance of those duties involves disinfection.
- 46.4. Nothing in sub-clause 46.1 of this clause shall preclude an Enrolled Nurse or an Assistant-in-Nursing from being required to perform all or any of the specified duties during the first 13 weeks of training or experience, as the case may be.
- 46.5. Nothing in sub-clause 46.1 of this clause shall preclude any Employee from being required to perform all or any of the specified duties at any time when domestic staff are not available to perform them; provided that the Employer has made all reasonable efforts to obtain domestic staff.

47. Attendance at Meetings and Fire Drills

- 47.1. Any Employee required to work outside the ordinary hours of work in satisfaction of the requirements of fire safety and emergency response procedures required by the *Private Health Facilities Regulation 2017* shall be entitled to be paid the "ordinary rate" for the actual time spent in meeting such requirements. 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 on such duties. Such time spent in attendance shall not be viewed as overtime for the purposes of this Agreement.
- 47.2. Any Employee required to attend Occupational Health and Safety Committee 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.
- 47.3. For the purposes of this clause, "ordinary rate" shall include amounts payable under Clause 20, Salaries, and regularly paid under Clause 22, Special Allowances, sub-clauses 22.1 and (a), of this Agreement; plus, where appropriate, the casual loading, for employees engaged otherwise than as a full-time or part-time employee.

48. Workload Management

- 48.1. The Employer has a responsibility to provide reasonable workloads for Employees.
- 48.2. Reasonable workload principles

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

- (a) the workload assessment, will take into account demand by way of clinical assessment, including acuity; skill mix, including specialisation where relevant; and geographical and other local requirements/resources;
- (b) the work performed by the Employee will be able to be satisfactorily completed within the ordinary hours of work assigned to the Employee in their roster cycle;

- (c) the work will be consistent with the duties within the Employee's classification description and at a professional standard so that the care provided or about to be provided to a patient or client shall be adequate, appropriate and not adversely affect the rights, health or safety of the patient, client or nurse;
 - (d) the workload expected of an Employee will not be unfair or unreasonable having regard to the skills, experience and classification of the Employee for the period in which the workload is allocated;
 - (e) an Employee will not be allocated an unreasonable or excessive nursing workload or other responsibilities except in emergency or extraordinary circumstances of an urgent nature;
 - (f) an Employee shall not be required to work an unreasonable amount of overtime; and
 - (g) an Employee's workload will not prevent reasonable and practicable access to Study Leave, together with 'in-house' courses or activities, and mandatory training and education.
- 48.3. In Theatres and PACU/Recovery, the staffing ratios as provided by the ACORN Standards 16th edition (as updated from time to time), will be implemented.

49. Annual Closedown Provision

- 49.1. The Employer may temporarily close part or the whole of the hospital during the Christmas/New Year period (unless there are exceptional circumstances) subject to the following:
- (a) Where practicable, the Employer will give at least three (3) months, but in any event no less than six weeks, notice of the dates of the closedown; all prospective Employees will be advised of any closedown in the letter offering them employment.
 - (b) The period of closedown is not greater than 4 weeks of annual leave (20 working days).
 - (c) The Employer shall advise Employees of the closedown as soon as they become aware of the need for one.
 - (d) Employees shall be notified in writing.
- 49.2. 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 to use a combination of annual leave and accrued ADOs to cover the closedown period.
- 49.3. Where an Employee has an entitlement to annual leave which is less than the period of the closedown, the Employee will have to choose one of the following four options to cover the difference between their current annual leave accrual and the length of the closedown:
- (a) subject to Employer approval, temporary reassignment to another part of the Hospital; or
 - (b) access any accrued ADOs; or
 - (c) take annual leave or long service leave accrued; or
 - (d) take leave without pay.

By mutual agreement between the Employer and Employee, more than one of the options available under this sub-clause 49.3 may be used to cover the difference between an Employee's current annual leave accrual and the length of the closedown.

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

50. Recognition of Union Representatives

- 50.1. The Employer recognises the right of all Employees to join a union; to access meaningful union representation; to participate collectively in workplace issues, and to collectively bargain through their union.
- 50.2. The Employer will recognise union representatives from the NSWNMA/ANMF NSW Branch upon receipt of written notification.
- 50.3. Union representatives will be released from work in paid time to attend union business in accordance with the following:
 - (a) up to three (3) days per calendar year to be shared by the two appointed representatives to attend training facilitated by the Union to increase awareness and knowledge of workplace issues and/or consultative mechanisms and/or statutory entitlements and obligations, which will contribute to a more productive, aware and harmonious workplace environment; or
 - (b) up to three (3) days leave to be shared by two representatives to attend the NSWNMA Annual Conference;
 - (c) a minimum of four (4) weeks' written notice, or less by agreement, must be provided to the Employer of a request to attend such union business. The notice must specify the time and nature of the union business; and
 - (d) subject to operational requirements, the Employer shall not unreasonably refuse such a request.
- 50.4. A union representative will be provided with reasonable access to telephone, internet, email, facsimile, photocopying, notice boards and meeting facilities (where available) for the purpose of carrying out work as a Union representative.

Table 1 – Salaries

Classification	FFPP on after 1st July 2022	FFPP on after 1st July 2022	FFPP on after 1st November 2023 (1st July 2023 for AINs)	FFPP on after 1st November 2023 (1st July 2023 for AINs)	FFPP on after 1st July 2024	FFPP on after 1st July 2024
	3%	3%	4%	4%	4%	4%
	\$ Per Week	Hourly	\$ Per Week	Hourly	\$ Per Week	Hourly
Assistant in Nursing and Trainee Enrolled Nurse						
First year of experience	\$883.50	\$23.25	\$934.04	\$24.58	\$971.28	\$25.56
Second year of experience	\$904.78	\$23.81	\$948.86	\$24.97	\$986.86	\$25.97
Third year of experience	\$932.52	\$24.54	\$970.01	\$25.53	\$1,008.82	\$26.55
Fourth year and thereafter	\$962.54	\$25.33	\$1,000.95	\$26.34	\$1,040.99	\$27.39
Enrolled Nurse Without Medical Qualification						
First year of experience	\$1,076.54	\$28.33	\$1,119.40	\$29.46	\$1,164.18	\$30.64
Second year of experience	\$1,100.10	\$28.95	\$1,144.23	\$30.11	\$1,190.00	\$31.32
Third year of experience	\$1,123.66	\$29.57	\$1,168.66	\$30.75	\$1,215.40	\$31.98
Fourth year of experience	\$1,147.60	\$30.20	\$1,193.49	\$31.41	\$1,241.23	\$32.66
Thereafter	\$1,171.92	\$30.84	\$1,218.73	\$32.07	\$1,267.47	\$33.35
Enrolled Nurse						
First year of experience	\$1,097.82	\$28.89	\$1,141.79	\$30.05	\$1,187.46	\$31.25
Second year of experience	\$1,122.14	\$29.53	\$1,167.03	\$30.71	\$1,213.71	\$31.94
Third year of experience	\$1,146.08	\$30.16	\$1,191.86	\$31.36	\$1,239.53	\$32.62
Fourth year of experience	\$1,170.78	\$30.81	\$1,217.50	\$32.04	\$1,266.20	\$33.32
Thereafter	\$1,195.10	\$31.45	\$1,242.74	\$32.70	\$1,292.45	\$34.01
Advanced Enrolled Nurse, 5+ years of service with BPH	\$1,195.10	\$31.45	\$1,288.58	\$33.91	\$1,340.12	\$35.27
Nurse Undergoing pre- registration training	\$1,052.60	\$27.70	\$1,094.57	\$28.80	\$1,138.36	\$29.96
Registered Nurse						
First year of experience	\$1,220.56	\$32.12	\$1,269.20	\$33.40	\$1,319.97	\$34.74
Second year of experience	\$1,287.06	\$33.87	\$1,338.40	\$35.22	\$1,391.94	\$36.63
Third year of experience	\$1,353.56	\$35.62	\$1,407.60	\$37.04	\$1,463.90	\$38.52
Fourth year of experience	\$1,424.24	\$37.48	\$1,481.28	\$38.98	\$1,540.53	\$40.54
Fifth year of service	\$1,495.30	\$39.35	\$1,554.95	\$40.92	\$1,617.15	\$42.56
Sixth year of service	\$1,565.60	\$41.20	\$1,628.22	\$42.85	\$1,693.35	\$44.56
Seventh year of service	\$1,646.16	\$43.32	\$1,712.08	\$45.05	\$1,780.56	\$46.86
Eighth year of service	\$1,714.18	\$45.11	\$1,782.91	\$46.92	\$1,854.22	\$48.80
Clinical Nurse Co Ordinator						
Level I	\$1,784.10	\$46.95	\$1,855.36	\$48.83	\$1,929.58	\$50.78
Level II	\$1,961.94	\$51.63	\$2,040.57	\$53.70	\$2,122.19	\$55.85
Clinical Nurse Educator						
First year of experience	\$1,979.04	\$52.08	\$2,058.13	\$54.16	\$2,140.46	\$56.33
Second year of experience	\$2,063.40	\$54.30	\$2,145.74	\$56.47	\$2,231.57	\$58.73
Third year of experience	\$2,084.68	\$54.86	\$2,168.16	\$57.06	\$2,254.89	\$59.34
Fourth year of experience	\$2,193.36	\$57.72	\$2,281.09	\$60.03	\$2,372.34	\$62.43
Fifth year of experience	\$2,312.68	\$60.86	\$2,405.24	\$63.30	\$2,501.45	\$65.83
Director of Nursing						
Less than 100 beds	\$2,252.26	\$59.27	\$2,342.54	\$61.65	\$2,436.24	\$64.11

Table 2 – Other Rates and Allowances

Item No	Clause No.	Brief Description	FFPP on after 1 January 2020		FFPP on after 1 November 2023		FFPP on or after 1 July 2024	
1	22.1(a)	In charge of hospital	\$27.29	per shift	\$28.38	per shift	\$29.52	per shift
2	22.2(a)	On call	\$24.53	per 24 hr period or part thereof	\$25.51	per 24 hr period or part thereof	\$26.53	per 24 hr period or part thereof
3	22.2(b)	On call on rostered days off	\$48.43	per 24 hr period or part thereof	\$50.37	per 24 hr period or part thereof	\$52.38	per 24 hr period or part thereof
4	22.2 (c)	On call during meal break	\$12.59		\$13.09		\$13.62	
5	22.3	Lead apron allowance	\$1.94	per hour	\$2.02	per hour	\$2.10	per hour
6	22.2(d)	Use of private vehicle	\$0.90	per km	\$0.94	per km	\$0.97	per km
7	25.3(a)	Uniforms	\$6.88	per week	\$7.16	per week	\$7.44	per week
8	25.3(a)	Shoes	\$2.29	per week	\$2.38	per week	\$2.48	per week
9	25.3(b)	Stockings	\$3.87	per week	\$4.02	per week	\$4.19	per week
10	25.3(c)	Cardigan or jacket	\$2.25	per week	\$2.34	per week	\$2.43	per week
11	25.3(d)	Laundry	\$6.19	per week	\$6.44	per week	\$6.70	per week
12	25.3(f)	Socks	\$0.78	per week	\$0.81	per week	\$0.84	per week
13	27.8	Meal on overtime	\$21.15	per meal	\$22.00	per meal	\$22.88	per meal
14	27.9	Breakfast	\$4.31	per meal	\$4.48	per meal	\$4.66	per meal
15	27.9	Other meals	\$7.82	per meal	\$8.13	per meal	\$8.46	per meal

Nurses Agreement 2010

Signed for and on behalf of the Employer, Bathurst Private Hospital Pty Ltd (ABN 37 145 339 420)

WILLIAM STEWART MACKIE

Name

16 May 2024

Date



Signature

CH BATHURST PRIVATE HOSPITAL

GORMANS HILL ROAD

Address BATHURST

Sole Director

Position

G. OAKLEY

Witness Name

16/5/24

Date

Signature



Signed for and on behalf of The Australian Nursing and Midwifery Federation, New South Wales Branch (ABN 63 398 164 405) as bargaining representative

Name

Date

Signature

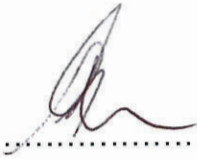
Address

Position

Witness Name

Date

Signature



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



WITNESS
Michael Whaites
50 O'Dea Ave, Waterloo

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

THE FAIR WORK COMMISSION

FWC Matter No.: AG2024/1644

Applicant: Bathurst Private Hospital

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SECTION 185 – APPLICATION FOR APPROVAL OF A SINGLE ENTERPRISE AGREEMENT

UNDERTAKING – SECTION 190

I, William S. Mackie (name), DIRECTOR (position) have the authority given to me by Bathurst Private Hospital. to give the following undertakings with respect to the *Bathurst Private Hospital and NSWNMA/ANMF Enterprise Agreement 2024 – 2025* ("the Agreement"):

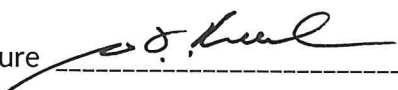
1. The employer undertakes that Clause 31.5 – *Public holiday substitution by the Employer and Employee* is amended as follows:
 - (a) Deletion of the words: "*The employer and employees may, by agreement, substitute another day for a public holiday*";
 - (b) Replacement of the deleted words referred to 1(a) above with the following: "*The employer and the employee may, by agreement, substitute another day for a public holiday.*"
2. The employer undertakes that the rates at *Table 1 - Salaries* for the classifications Assistants in Nursing and Trainee Enrolled Nurse, 1st Year and 2nd Year, will have no effect and replacement rates of pay will be:
 - (a) *Assistant in Nursing and Trainee Enrolled Nurse – 1st year:*
 - (i) \$24.83 per hour, with effect from the first full pay period on or after 1 November 2023;
 - (ii) \$25.82 per hour, with effect from the first full pay period on or after 1 July 2024;
 - (b) *Assistant in Nursing and Trainee Enrolled Nurse – 2nd year:*
 - (i) \$25.22 per hour, with effect from the first full pay period on or after 1 November 2023;
 - (ii) \$26.23 per hour, with effect from the first full pay period on or after 1 July 2024.



3. The employer undertakes that hours worked by Day Workers in the following classifications will be paid overtime rates as provided in *Clause 27 – Overtime* for each hour worked after 6:00 PM:
 - (a) Assistant in Nursing and Trainee Enrolled Nurse – 1st Year
 - (b) Assistant in Nursing and Trainee Enrolled Nurse – 2nd Year
 - (c) Assistant in Nursing and Trainee Enrolled Nurse – 3rd Year
 - (d) Assistant in Nursing and Trainee Enrolled Nurse – 4th Year
 - (e) Nurse undergoing Pre-Registration Training.
4. The employer undertakes that employees working night shifts in the following classifications will be paid overtime rates as provided in *Clause 27 – Overtime* for each hour worked in excess of ten ordinary hours:
 - (a) Assistant in Nursing and Trainee Enrolled Nurse – 1st Year
 - (b) Assistant in Nursing and Trainee Enrolled Nurse – 2nd Year
 - (c) Assistant in Nursing and Trainee Enrolled Nurse – 3rd Year
 - (d) Assistant in Nursing and Trainee Enrolled Nurse – 4th Year
 - (e) Nurse undergoing Pre-Registration Training.
5. *Clause 11.4(e) – Casual employment* will be applied as follows:
 - (a) *"A casual Employee who is required to and does work on a public holiday shall be paid for the time worked at the rate of double time and one-half of the casual rate including the casual loading, with such payment being in substitution for and not cumulative upon the shiftwork loadings and weekend penalty rates which would otherwise be payable had the day not been a public holiday."*
6. *Clause 23 – Penalty rates and weekend work*, and *Clause 27 – Overtime* will apply to hours worked by an employee outside of ordinary hours for the purposes of:
 - (a) Mandatory training per *Clause 44.2* of the Agreement; and/or,
 - (b) Meetings, per *Clause 47* of the Agreement.

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



Signature  _____

Date 17 / 6 / 2024

