



DECISION

Fair Work Act 2009

s.185 - Application for approval of a single-enterprise agreement

Sutherland Heart Clinic Pty Ltd Trading AS Sutherland Heart Clinic
(AG2025/4724)

SUTHERLAND HEART CLINIC AND NSWNMA/ANMF ENTERPRISE AGREEMENT 2025

Health and welfare services

DEPUTY PRESIDENT SAUNDERS

NEWCASTLE, 9 FEBRUARY 2026

Application for approval of the Sutherland Heart Clinic and NSWNMA/ANMF Enterprise Agreement 2025

[1] An application has been made for approval of an enterprise agreement known as the *Sutherland Heart Clinic and NSWNMA/ANMF Enterprise Agreement 2025 (Agreement)*. The application was made pursuant to section 185 of the *Fair Work Act 2009 (Act)*. The Agreement is a single enterprise agreement.

[2] Clause 47 of the Agreement is of no effect and the workplace delegates' rights term contained in the *Nurses Award 2020* is taken to be a term of the Agreement.

[3] On the basis of the material before the Fair Work Commission, I am satisfied that each of the requirements of sections 186, 187, 188 and 190 of the Act as are relevant to this application for approval of the Agreement have been met.

[4] The Agreement is approved and, in accordance with section 54 of the Act, will operate from 16 February 2026. The nominal expiry date of the Agreement is 31 December 2027.

[5] The Australian Nursing and Midwifery Federation, being a bargaining representative for the Agreement, has given notice to the Fair Work Commission that it wants the Agreement to cover it. In accordance with s 201(2) of the Act, I note that the Agreement covers the Australian Nursing and Midwifery Federation.



DEPUTY PRESIDENT

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SUTHERLAND HEART CLINIC

AND

NSWNMA/ANMF (NSW BRANCH)

ENTERPRISE AGREEMENT

2025

PART A

1. Arrangement

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2. Title

This agreement will be known as and referred to as the Sutherland Heart Clinic and NSWNMA/ANMF Enterprise Agreement 2025 (“the Agreement”).

3. Parties

3.1 This agreement will be binding on:

- (a) Sutherland Heart Clinic Pty Ltd (ABN 18 113 866 854) of 2 The Sutherland Hospital, Kingsway, Caringbah NSW 2229;
- (b) Australian Nursing and Midwifery Federation New South Wales Branch (ANMF NSW Branch) (ABN 85 726 054 782) (“the Union”) of 50 O’Dea Avenue Waterloo, New South Wales, 2017; and
- (c) Nursing employees employed by Sutherland Heart Clinic in classifications listed in Table 1 – Monetary Rates of Part B.

4. Term

The agreement will commence 7 days after the date of approval by the Fair Work Commission and shall have a nominal expiry date of 31 December 2027.

5. 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.

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

“**Award**” means the Nurses Award 2020 as amended from time to time.

“**Board**” means the Nursing and Midwifery Board of Australia and shall also be taken to mean the Australian Health Practitioner Regulation Agency.

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

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

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

“**Clinical Nurse Specialist**” means a registered nurse with relevant post-basic qualifications and 12 months’ experience working in the clinical area of his/her specified post-basic qualification, or a minimum of four years’ post-basic registration experience, including three years’ experience in the relevant specialist field and who satisfies the local criteria.

“**Clinical Nurse Consultant**” means a registered nurse appointed as such to the position of, who has had at least five years post-basic registration experience and who has in addition approved post-basic nursing qualifications relevant to the field in which they are appointed or such other qualifications or experience deemed appropriate by Sutherland Heart Clinic.

“**Day Procedure Centre**” means a licensed day procedure centre as defined in the *Private Health Facilities Act 2007*.

"Day Worker" means an employee who works their ordinary hours between 6.00 am and 6.00 pm from Monday to Friday inclusive.

"Director of Nursing" is the title of the Director of Nursing, at Sutherland Heart Clinic, who is a registered nurse, registered by Sutherland Heart Clinic in accordance with the Private Health Facilities Act 2017 as the person in charge of the hospital. There shall be only one person in the hospital entitled to be classified as Director of Nursing or whatever title the Senior Nursing Administrator is known at the hospital.

"Experience" - for the purpose of determining the year of experience for part-time or casual employment, a year of experience shall be 1,976 hours of employment.

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

"Immediate Family" means:

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

Where a de facto partner is a person who, although not legally married to the employee, lives with the employee in a relationship as a couple on a genuine domestic basis (whether the employee and the person are of the same sex or different sexes) and includes a former de facto partner.

"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 varied from time to time.

"Nurse Clinician" means a Clinical Nurse Specialist who demonstrates clinical expertise through advanced knowledge and skills in an area of clinical nursing. The Nurse Clinician is responsible for the admission of the patient to the clinic, ensuring all relevant pre-operative information is available and completing a medical history for each patient. The Nurse Clinician will also provide pre-operative education to the patient and their family and must report to the medical staff any issues that may impact the patient's treatment.

"Ordinary pay" of an employee includes in addition to the base rate of pay, any applicable over-agreement payments for ordinary hours of work. It does not include shift or weekend penalties.

"Registered Nurse" means a person registered by the Board as a Registered Nurse.

"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 Ward Management - 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 be 1976 hours of employment. Only paid leave shall be counted as service.

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

"Team Leader" is an experienced Registered Nurse who provides guidance, instruction, direction, and leadership to a group of other staff for the purpose of achieving a key result or group of aligned results. The Team Leader on any day will take responsibility for the coordination of operating lists (in consultation with Medical staff), allocation of staff (nursing and allied staff), liaising with external hospital departments (i.e. public and private wards, ICU, CTOT), and the general running of the clinic on that day. The Team Leader will be responsible for arranging meal breaks of all Nursing staff on each day and will liaise with the DON around progress in achieving that goal. The Team leader will be responsible for the minimisation of unnecessary overtime by effective management of patients and schedules.

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

"Workplace Representative" Workplace Representative means a person(s) nominated by an employee or employees to represent them in accordance with the provisions of this Agreement.

6. Commitment to Improved Productivity

- 6.1 The parties to this Agreement are committed to the joint achievement of demonstrated productivity and efficiency measures in order to help meet the increased financial commitments of the Agreement. These will be translated into both organisational and individual productivity measures.
- (a) Of importance is the management of fatigue through access to meal breaks and minimisation of overtime. All parties are committed to both those principles.
- 6.2 Employees and Sutherland Heart Clinic agree to work together to achieve a culture within the organisation in which:
- (b) we work as a team recognising the contribution of each individual, recognising their skills and needs and providing mutual support;
- (c) we understand the needs of the consumers of our service and make every endeavour to meet and exceed these needs in order to remain competitive within the industry.
- 6.3 Without limiting the scope of measures to be examined during the term of this Agreement, the parties agree to work co-operatively to achieve actual productivity and efficiency gains through the above commitments.

7. Hours of Work and Free Time of Employees

- 7.1 The ordinary hours of work for full-time employees, other than the Director of Operations, exclusive of meal times, will be 38 hours per week, 76 Hours per fortnight or 152 hours over 28 days.
- 7.2 The hours of work may be arranged as follows:
- (a) 76 hours per fortnight to be arranged so that each employee shall not work their ordinary hours on more than ten days in the fortnight; or
- (b) 76 hours in a fortnight to be arranged so that each employee works their ordinary hours on 8 days in the fortnight; or
- (c) 152 hours in a 28 calendar-day cycle to be arranged so that each employee shall not work their ordinary hours on more than 20 days in the 28 calendar-day cycle; or
- (d) An accrued day off (ADO) system of work may be implemented via an employee working no more than 19 days in a four week period of 152 hours; or
- (e) A system of 12 hour shifts may be implemented in accordance with subclause 7.20.
- 7.3 Except where authorised by subclause 7.17 each shift shall consist of no more than 10 hours of work at ordinary time (not including unpaid breaks) with not less than 8 hours break between each shift. If, on

the instruction of Sutherland Heart Clinic an employee resumes or continues to work without having had eight hours off duty they will be paid at the rate of double time until released from duty for such period.

7.4 An employee shall not work more than 7 consecutive shifts unless the employee so requests and Sutherland Heart Clinic agrees.

7.5 An employee shall not work more than two (2) quick shifts in any period of 14 days. A quick shift is an evening shift which is followed by a morning shift.

7.6 Accrued Day Off (ADO)

An ADO system of work may be implemented via a full-time employee working no more than 19 days in a four week period of 152 hours. Where an ADO system is implemented:

- (a) Sutherland Heart Clinic is to decide when employees take their ADO's. Where necessary Sutherland Heart Clinic must consult with the affected employees to ascertain the employees' preferences and must take any such preferences into account when arriving at a decision;
- (b) Where practicable, ADO's shall be consecutive with RDO's;
- (c) Once set, the ADO's may not be changed except in accordance with the provisions of Clause 10, Rosters;
- (d) With the consent of Sutherland Heart Clinic, ADOs may be accumulated up to a maximum of six in any one year. 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 ADO's the employee must apply and Sutherland Heart Clinic will not unreasonably decline the request. Where ADO's are accumulated, they may be taken in conjunction with the employee's annual leave, or as otherwise agreed;
- (e) An employee will be paid for any accumulated ADOs, at ordinary rates, on the termination of their employment for any reason.
- (f) Credit of time towards an ADO shall not accrue when an employee is absent on annual leave in accordance with subclause 23.2. Employees entitled to an ADO shall accrue credit towards an ADO in respect of each day those employees are absent on days which have been added to be taken in conjunction with annual leave in accordance with the election provisions of clause 24 - Public Holidays.

7.7 Except for breaks for meals the hours of duty each day shall be continuous. Except for the regular changeover of shifts, an employee will not be required to work more than one shift in each 24 hours.

7.8 Meal Breaks

- (a) An employee who works in excess of 5 hours 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. The term "where practicable" encompasses regard being paid to the service requirements of Sutherland Heart Clinic. It is the expectation of the employer that staff should be taking their scheduled meal break except where this is prevented due to acute clinical need. Team Leaders shall work with the Director of Nursing to ensure that staff will wherever practicable obtain their meal breaks.
- (c) Where, despite the above, meal breaks are not able to be taken within the later of the sixth hour after commencement, or 5 hours from the end of the last rest break (whichever is later) due to acute clinical need as confirmed by the Director of Nursing/In Charge Nurse, the employee will be paid an allowance at ordinary rates for a 30 minute meal break. This period will not count as time worked when calculating ordinary hours for the purposes of overtime or penalties. By agreement with an individual employee, an employee who works shifts of six hours or less may forfeit the meal break. Where an employee is required to be on duty during a meal break, the employee will be paid overtime for all time worked until the meal break is taken.
- (d) Where an employee is required by the employer to remain available during a meal break, but is free from duty, the employee will be paid an allowance at ordinary rates for a 30 minute meal break. This period will not count as time worked when calculating ordinary hours for the purposes

of overtime or penalties. If the employee is recalled to perform duty during this period, the employee will be paid overtime for all time worked until the balance of the meal break is taken.

7.9 Tea Breaks.

- (a) Every employee will be entitled to a paid 10 minute tea break in each four hours worked at a time to be agreed between the employee and Sutherland Heart Clinic.
- (b) Subject to agreement between Sutherland Heart Clinic and employee, such breaks may alternatively be taken as one 20 minute tea break.
- (c) Tea breaks will count as time worked

7.10 Subclauses 7.8 and 7.9 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.

7.11 Where an employee is required to change into a uniform or a specified type of garment at Sutherland Heart Clinic's premises, they shall be allowed ten minutes for such a purpose, and such time shall be counted as working time and paid as such.

- 7.12 (a) Except as provided for in subclause 7.12(b) an employee shall not be employed on night duty for a longer period than 8 consecutive weeks. After having served a period of 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 subclause 7.12(a) shall not apply to 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.

7.13 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.

7.14 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. These days are referred to as Rostered Days Off (RDO) and no duties shall be performed by the employee on any of such free days except for overtime. Where practicable, and unless agreed between the employer and an individual employee, two consecutive days off shall be rostered 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.

7.15 An employee, at her or his request, may be given free from duty time in one or more periods but no period shall be less than one full day. For the purpose of this subclause "full day" means from midnight to midnight or midday to midday.

- 7.16 (a) Employees may be required to remain on call. Any such time on call shall not be counted as time worked (except insofar as an employee may take up actual duty in response to a call), but shall be paid for in accordance with Clause 13, Special Allowances, 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.
- (b) No employee shall be required to remain on call whilst on a RDO nor on completion of the shift on the day preceding a rostered day off. This provision shall not apply: where in special circumstances it is necessary for Sutherland Heart Clinic to place staff on call on an RDO or on completion of the shift on the day preceding a RDO in order to ensure the provision of services; or where an employee agrees to remain on call on these days.

7.17 Sutherland Heart Clinic 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. Consultation regarding changes to the period over which ordinary hours are balanced will occur in accordance with Clause 38, Consultation.

7.18 The provisions of subclauses 7.12 and 7.13 and 7.14(a), shall not apply if the employee is required to perform duty to enable the nursing service of Sutherland Heart Clinic to be carried on or where another employee is absent from duty on account of illness or in an emergency.

7.19 The following criteria shall apply to the introduction and/or continued operation of 12 hour shifts:

- (a) 12 hour shifts may only be introduced in units where there has been full consultation with the staff affected and a majority of the staff affected agree to the introduction of the proposed 12 hour shift system;
- (b) any employee who does not wish to work under the 12 hour shift system may work a mutually agreed alternative shift system in the unit affected or may transfer to another mutually agreed position within the facility with no loss of classification and contracted hours;
- (c) the span of hours must not exceed 12.5 hours;
- (d) there must be a maximum of 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 minutes or one 60 minutes meal break per shift. In addition to the meal breaks employees must be allowed either two 10 minute or one 20 minute paid tea break;
- (g) Sutherland Heart Clinic 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 in a unit where it is not already implemented 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 Sutherland Heart Clinic and affected employees agree. The evaluation process must involve representatives of employees and Sutherland Heart Clinic. 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 subclause shall prevent an individual employee and Sutherland Heart Clinic reaching mutual agreement to that individual working 12 hour shifts.

7.20 Reasonable Additional Hours

- (a) All hours worked over an average of 38 ordinary hours per week, will be deemed to be additional hours. All hours worked by part-time employees beyond their guaranteed minimum number of hours will be treated as additional hours for the purpose of this subclause. All additional hours worked will be paid in accordance with this Agreement.
- (b) An employee may not be required to work additional hours in circumstances where the working of additional hours would result in the employee working hours which are unreasonable having regards to (refer to section 62 of the Act):
 - (i) any risk to employee health and safety from working the additional hours;
 - (ii) the employee's personal circumstances, including family responsibilities;
 - (iii) the needs of the workplace or enterprise in which the employee is employed;
 - (iv) whether the employee is entitled to receive overtime payments, penalty rates or other compensation for, or a level of remuneration that reflects an expectation of, working additional hours;
 - (v) any notice given by Sutherland Heart Clinic of any request or requirement to work the additional hours;
 - (vi) any notice given by the employee of his or her intention to refuse to work the additional hours;

- (vii) the usual patterns of work in the health industry, or the part of the industry, in which the employee works;
- (viii) the nature of the employee's role, and the employee's level of responsibility;
- (ix) whether the additional hours are in accordance with averaging terms included in clause 7 of the agreement;
- (x) any other relevant matter.

8. Hours of Work and Free Time of Director of Nursing

This clause does not apply to part-time employees.

- 8.1 A 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.
- 8.2 If any of the days mentioned in subclause 8.1 cannot be taken by reason of emergency, such day or days shall be given and taken within 28 days of becoming due.
- 8.3 A Director of Nursing shall, where practicable, inform Sutherland Heart Clinic giving not less than seven days' notice of the days he or she proposes to be free from duty; provided that such days shall be subject to the approval of Sutherland Heart Clinic, and such approval shall not be unreasonably withheld.

9. Banking of Hours

- 9.1 A full-time or part-time employee may, by agreement made daily, weekly or fortnightly with the 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.
- 9.2 (a) An employee who works less than their rostered or contracted hours in accordance with Clause 9, Banking of Hours shall be paid as though the 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.
 - (b) Employees who work less than their rostered or contracted hours and who have a positive time off in lieu of overtime balance are to expire this balance before going into debt.
- 9.3 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.
- 9.4 Time debited under these arrangements shall all be at ordinary time, i.e. an hour for an hour.
- 9.5 Time credited under these arrangements shall all be at overtime rates.
- 9.6 An employee may not have more than 76 hours in debit or credit at any point in time.
- 9.7 Employees who have hours in debit must be given first option to work additional hours prior to the use of casual employees.
- 9.8 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.
- 9.9 On termination of employment, Sutherland Heart Clinic must pay the employee for all hours in credit and may deduct from termination pay the value of any hours in debit.
- 9.10 Either party shall have the right to terminate an agreement under this clause with two weeks' notice.

10. Rosters

- 10.1 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.
- 10.2 The roster shall be displayed where practicable at least 28 days prior, but in any event not less than one week prior, to the commencing date of the first working period in the roster.
- 10.3 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 work due to leave or in an emergency. 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.
- 10.4 Prior to the date of the changed shift, such change of roster shall be notified verbally or in writing to the employee concerned.
- 10.5 An employee may change their roster at short notice, with the agreement of their Director of Nursing for any reasonable ground.
- 10.6 Sutherland Heart Clinic 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.
- 10.7 Where an employee is entitled to an additional day off duty in accordance with Clause 7, Hours of Work and Free Time of Employees, such day is to be shown on the roster of hours for that employee.
- 10.8 All rosters shall be retained for at least six years.

11. Wage Rates and Allowances

- 11.1 The minimum wage rates per week shall be as set out in Table 1 – Monetary Rates, of Part B. The parties have agreed that the following wage increases will apply:
 - (a) 3% from the first full pay period to commence on or after 1 January 2026 (Column 2);
 - (b) 3% from the first full pay period to commence on or after 1 January 2027 (Column 3).
- 11.2 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.
- 11.3 The allowances as set out in Table 2 – Other Rates and Allowances, of Part B shall be paid. The parties have agreed that the following increases to the allowances will apply:
 - (a) 3% from the first full pay period to commence on or after 1 January 2026;
 - (b) 3% from the first full pay period to commence on or after 1 January 2027.
- 11.4 In relation to the wages of the Director of Nursing, "beds" means adjusted daily average of occupied beds.
- 11.5 The wage increase specified above are inclusive of any wage increases; determination or award of the Fair Work Commission or any other authorised tribunal or commission made during the period of this Agreement. Any increase in the Award rates of pay shall be absorbed into the wage rates paid under this Agreement. Should the application of any increase awarded by the Fair Work Commission result in rates applicable to the employees that are greater than those applying in this Agreement, those rates will be applied in lieu of the above increase from the date specified by the Fair Work Commission.

12. Recognition of Service and Experience

- 12.1 Sutherland Heart Clinic shall notify each nurse in writing of the requirements of this clause at the time of the nurse's commencement of employment. If Sutherland Heart Clinic does not so notify the nurse, then the requirements of this clause shall not commence until Sutherland Heart Clinic does so notify the nurse.

- 12.2 From the time of commencement of employment, the nurse has three months in which to provide documentary evidence to Sutherland Heart Clinic detailing any other 'service' or 'experience', as defined in Clause 5, 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.
- 12.3 Until such time as the nurse furnishes any such documentation contemplated in subclause 12.2 Sutherland Heart Clinic shall pay the nurse at the level for which documentary evidence has been provided.
- 12.4 If within three months of commencing employment a nurse does provide documentary evidence of other previous service or experience not disclosed at the time of commencement, Sutherland Heart Clinic shall pay the nurse at the appropriate rate as and from the date of commencement that would have been paid from that date had the additional evidence been provided at that time.
- 12.5 If a nurse provides documentary evidence of other previous service or experience not disclosed at the time of commencement after the said three months period, the nurse shall be paid a rate appropriate for the previous service or experience then proved but only from the date of providing that evidence to Sutherland Heart Clinic.
- 12.6 A nurse who is working as a nurse for more than one organisation shall notify Sutherland Heart Clinic 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.
- 12.7 A nurse who is entitled to progress to the next year of service or experience (by reason of hours worked with other employers) as and from a particular date must provide documentary evidence of that entitlement within three months of that entitlement arising. If that proof is so provided the nurse shall be paid at the higher rate as and from the particular date. If the documentary evidence is provided outside of that three month period the nurse shall be paid at the higher rate only from the date of proof.

13. Special Allowances

- 13.1 (a) A registered nurse in charge during the day, evening or night of a hospital having a daily average of occupied beds of less than 25 and in the absence of the Director of Nursing shall be paid, in addition to her or his appropriate salary, whilst so in charge, the sum set out in Item 1 of Table 2 (Part B), per shift.
- (b) A registered nurse who is designated to be in-charge of a ward on a weekday shall be paid an allowance per shift of the sum set out in Item 2 of Table 2 (Part B). This subclause shall only apply where the registered nurse is in charge of one or more other nurses in the ward in question.
- (c) A registered nurse in charge of a shift in a ward during the night or on a weekend shall be paid, in addition to her or his appropriate salary whilst so in charge the sum set out in Item 3 of Table 2 (Part B) per shift. This subclause shall only apply where the registered nurse is in charge of one or more other nurses in the ward in question.
- (d) This subclause shall not apply to registered nurses holding classified positions of a higher grade than that of registered nurse.
- 13.2 (a) An employee required by Sutherland Heart Clinic to be on call:
- (i) otherwise than as provided for in subclauses 13.2(a)(ii) to 13.2(a)(v), shall be paid the sum set out in Item 4 of Table 2 (Part B) for each period of 24 hours or part thereof provided that only one allowance shall be payable in any period of 24 hours; or
- (ii) on a rostered day off, shall be paid the sum set out in Item 5 of Table 2 (Part B) of this Agreement for each period of 24 hours or part thereof provided that only one allowance shall be payable in any period of 24 hours; or
- (iii) from 6pm Friday to 8am Saturday, shall be paid the sum set out in item 6 of Table 2 (Part B) of this Agreement; or
- (iv) for the 24 hour period commencing from 8am Saturday or from 8am Sunday, shall be paid the sum set out in item 7 of Table 2 (Part B) of this Agreement; or
- (v) on a public holiday, shall be paid the sum set out in item 8 of Table 2 (Part B) of this Agreement.

- (b) Where an employee on call leaves the hospital and is recalled to duty, they shall be reimbursed all reasonable fares and expenses actually incurred provided that where an employee uses a motor car in these circumstances the allowance payable shall be the rate set out in Item 9 of Table 2 (Part B). The provisions of this subclause, 13.2(b), shall apply to all employees.
 - (c) This subclause shall not apply to the Director of Nursing.
- 13.3 An employee required to wear a lead apron shall be paid an allowance of the sum set out in Item 10 of Table 2 (Part B) for each hour or part thereof that they are required to wear the said apron.
- 13.4 A Registered Nurse designated as Nurse Clinician on shift shall be paid the allowance set out in Item 11 of Table 2 – Other Rates and Allowances each shift they are so designated. Duties of a Nurse Clinician may include preparing patients for their procedure and ensuring medical files are prepared for lists the following day. This may involve gathering referral letters and operation reports etc.
- 13.5 A Registered Nurse designated as Team Leader on shift shall be paid the allowance set out in Item 12 of Table 2 – Other Rates and Allowances each shift they are so designated. Responsibilities of a Team Leader include coordinating the lists each day, liaising with consultant wards, allocating staff and general problem solving.

14. Penalty Rates for Shift Work and Weekend Work

- 14.1 All employees, whether shift workers or day workers, working afternoon or night shift shall be paid the following percentages in addition to the ordinary rate for such shift: Provided that employees who work less than 38 hours per week shall only be entitled to the additional rates where their shifts commence prior to 6.00 am or finish subsequent to 6.00 pm.
- Afternoon shift commencing at or after 10am and before midday - 10%
 - Afternoon shift commencing at or after Midday and before 4.00 pm - 12.5%
 - Night shift commencing at or after 4.00 pm and before 4.00 am - 15%
 - Night shift commencing at or after 4.00 am and before 6.00 am - 10%
- 14.2 "**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 11, Wage Rates and Allowances and Clause 13, Special Allowances.
- 14.3 A casual employee will be paid shift allowances calculated on the ordinary rate of pay excluding the casual loading, with the casual loading component then added to the penalty rate of pay.
- 14.4 Employees whose ordinary working hours include work on a Saturday and/or Sunday shall be paid for ordinary hours worked between midnight on Friday and midnight on Saturday at the rate of time and one half and for ordinary hours worked between midnight on Saturday and midnight on Sunday at the rate of time and three quarters. These extra rates shall be in substitution for and not cumulative upon the shift premiums prescribed in subclause 14.1 and the casual loading at subclause 22.7.

15. Fares and Expenses

- 15.1 An employee required and authorised to use their own motor vehicle in the course of their duties will be paid an allowance of not less than the ATO rate \$ per kilometre.
- 15.2 When an employee is involved in travelling on duty, if Sutherland Heart Clinic cannot provide the appropriate transport, all reasonably incurred expenses in respect to fares, meals and accommodation will be met by Sutherland Heart Clinic on production of receipted account(s) or other evidence acceptable to Sutherland Heart Clinic.
- 15.3 Provided further that the employee will not be entitled to reimbursement for expenses referred to in subclause 15.2 which exceed the mode of transport, meals or the standard of accommodation agreed with Sutherland Heart Clinic for these purposes.

16. Mobile Phones

- 16.1 If the employee is required, for the purpose of their employment, to be on call on a regular basis, or where the employee is required by Sutherland Heart Clinic to be contactable by telephone, Sutherland Heart Clinic shall provide the employee with a mobile phone for the duration of such requirements.
- 16.2 If no mobile phone is available and an employee is required for the purpose of their employment, to be on call, the employee shall be reimbursed for all telephone calls made by the employee in responding to a call to the hospital, upon production of satisfactory evidence to Sutherland Heart Clinic.

17. Uniform and Laundry Allowances

- 17.1 Subject to subclause 17.3, 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.
- 17.2 An employee, on leaving the service of Sutherland Heart Clinic, shall return any uniform or part thereof supplied by Sutherland Heart Clinic which is still in use immediately prior to leaving.
- 17.3 (a) In lieu of supplying uniforms and shoes to an employee, Sutherland Heart Clinic shall pay the said employee the sum set out in Item 13 of Table 2 (Part B), for uniforms and the sum set out in Item 14 of Table 2 (Part B) for shoes per week.
- (b) In lieu of supplying stockings to an employee Sutherland Heart Clinic shall pay the said employee the sum set out in Item 15 of Table 2 (Part B) per week.
- (c) In lieu of supplying a cardigan or jacket to an employee Sutherland Heart Clinic shall pay the said employee the sum set out in Item 16 of Table 2 (Part B) per week.
- (d) If, in any hospital, the uniforms of an employee are not laundered at the expense of the hospital an allowance of the sum set out in Item 17 of Table 2 (Part B) shall be paid to the said employee; provided that the payment of such laundry allowance shall not be made to any employee on absences exceeding one week.
- (e) Where Sutherland Heart Clinic 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 Sutherland Heart Clinic shall pay the said employee the sum set out in Item 18 of Table 2 (Part B) per week.
- (g) The allowances, other than laundry allowance, referred to in subclause 17.3 are also payable during any period of paid leave.

18. Higher Grade Duty

- 18.1 An employee who is called upon to relieve an employee in a higher classification or is called upon to act in a vacant position of a higher classification shall be entitled to receive for the period of relief or the period during which they act the minimum payment for such higher classification provided the relieving is for three days or more.
- 18.2 Further, the provisions of subclause 18.1 shall not apply where a Director of Nursing is absent from duty for a period of three working days or less for any reason other than Clause 8, Hours of Work and Free Time of Directors of Nursing.

19. Overtime

- 19.1 Subject to subclause 19.2, Sutherland Heart Clinic may require an employee to work reasonable overtime.
- 19.2 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.

- 19.3 For the purposes of subclause 19.2 what is unreasonable or otherwise will be determined having regard to clause 7.20 of this agreement. (refer to section 62 of the Act):
- 19.4 (a) 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.
- (b) (i) All time worked by part-time employees, in excess of the rostered daily ordinary hours of work prescribed for the majority of full-time employees employed on that shift in the ward or section concerned shall be overtime.
- (ii) Time worked up to the rostered daily ordinary hours of work prescribed for a majority of the full-time employees employed on that shift in the ward or section concerned shall not be regarded as overtime but an extension of the contract hours for that day and shall be paid at the ordinary rate of pay.
- (c) Casual employees will be entitled to overtime when they work:
- (i) In excess of 10 hours per shift (or 12 hours in accordance with the 12-hour shift provisions of this Agreement); or
- (ii) In excess of 76 hours per fortnight.
- 19.5 Overtime shall be paid in accordance with the following:
- (a) Monday to Saturday - Overtime shall be paid time and one half up to 1 hour each day and thereafter double time save for where an employee is recalled to work where overtime shall be paid at time and one half up to 2 hours and double time thereafter;
- (b) Sunday - Overtime shall be paid at double time;
- (c) Public Holidays - Overtime shall be paid double time and one-half;
- (d) Overtime rates will be in substitution for and not cumulative upon the shift and weekend penalties prescribed in clause 14 – Penalty Rates for Shift Work and Weekend Work and the casual loading prescribed at subclause 22.7.
- 19.6 The ordinary hours of work for the Director of Nursing shall be as provided for in Clause 8 - Hours of Work and Free Time of Director of Nursing.
- 19.7 An employee recalled to work overtime after leaving Sutherland Heart Clinic'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 provided that this subclause does not apply to a Director of Nursing.
- 19.8 An employee required to work overtime following on the completion of their normal shift for more than two hours shall be allowed twenty minutes for the partaking of a meal and a further twenty minutes after each subsequent four hours overtime. All such time shall be counted as time worked; provided that benefits of this subclause shall not apply to 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.
- 19.9 An employee recalled to work overtime after leaving Sutherland Heart Clinic'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 hour's overtime; all such time shall be counted as time worked.
- 19.10 The meals referred to in subclauses 19.8 and 19.9 shall be allowed to the employee free of charge. Where the hospital is unable to provide such meals, an allowance per meal of the sum set out in Item 19 of Table 2 (Part B), shall be paid to the employee concerned.
- 19.11 Where an employee is required to work an overtime shift on his or her rostered day off, the appropriate meal breaks for that shift, as prescribed by Clause 7, Hours of Work and Free Time of Employees shall apply.
- 19.12 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.

19.13 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 10 consecutive hours off duty (or 8 hours by agreement) between these times shall be released after completion of such overtime until they have had 10 consecutive hours off duty without loss of pay for ordinary working time occurring during such absence; or
- (b) is recalled to work on a non-working day or rostered day off such that they do not have 10 consecutive hours off duty prior to the commencement of their ordinary work on the next day or shift shall be released after completion of the period of recall until they have had 10 consecutive hours off duty (or 8 hours by agreement) without loss of pay for ordinary working time occurring during such absence;

If on the instruction of Sutherland Heart Clinic such an employee resumes or continues to work without having such 10 consecutive hours off duty (or 8 by agreement), they shall be paid at double time of 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 10 consecutive hours off duty (or 8 hours by agreement) without loss of pay for ordinary working time occurring during such absence.

- (c) The requirement for an employee to have at least 10 consecutive hours off duty before or after overtime shall be reduced to 8 hours where an employee has exchanged the shift rostered before or after the overtime period with another employee.

19.14 Management of fatigue and on call hours

- (a) In order to achieve the 10-hour break described in clause 19.13, unless an employee has agreed to an 8 hour break between shifts:
 - (i) Sutherland Heart Clinic may review the system of rostering to ensure that the 10 hour break is being achieved in an effort to manage fatigue;
 - (ii) The review may mean that rostering is changed and adapted so as to minimise breaches of the 10 hour rule where practicable, in order to achieve responsible fatigue management;
 - (iii) Any review will be conducted in accordance with subclause 39, Consultation regarding changes to regular rosters or ordinary hours of work;
 - (iv) All employees agree to abide by the direction provided to them by the Director of Nursing or the General Manager to facilitate fatigue management under subclause 19.14.

19.15 In lieu of receiving payment for overtime in accordance with this clause, employees may be compensated by way of time off in lieu of overtime on the following basis:

- (a) Time off in lieu of overtime must be taken within six months of it being accrued.
- (b) Where it is not possible for a nurse to take the time off in lieu of overtime within the six 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) Nurses cannot be compelled to take time off in lieu of overtime.
- (d) Records of all time off in lieu of overtime owing to nurses and taken by nurses must be maintained by Sutherland Heart Clinic.
- (e) Time off in lieu will accrue at overtime rates. That is for each hour of overtime worked at time and one half, time in lieu will be accrued at one- and one-half hours. For each hour of overtime worked at double time, accrual will be for two hours' time off in lieu of overtime.
- (f) If, on the termination of the employee's employment, time off for overtime worked by the employee has not been taken, Sutherland Heart Clinic must pay the employee for the overtime at the overtime rate applicable to the overtime when worked.

19.16 An employee, other than the Director of Nursing, who is required to perform work by the employer via telephone or other electronic communication away from the workplace will be paid at the appropriate overtime rate for a minimum of one hour's work. Multiple electronic requests made and concluded within

the same hour shall be compensated within the same one hour's overtime payment. Time worked beyond one hour will be rounded to the nearest 15 minutes.

20. Payment and Particulars of Wages

- 20.1 Wages shall be paid weekly or fortnightly, provided that:
- (a) payment for any overtime worked may be deferred to the pay day next following the completion of the working cycle within which such overtime is worked, but for no longer;
 - (b) 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 for no longer.
- 20.2 Employees shall have their wages paid by direct deposit or electronic transfer into one account with a bank or other financial institution in New South Wales as nominated by the employee.
- 20.3 Wages shall be deposited by the employer in sufficient time to ensure that wages are available for withdrawal by employees from the bank, financial institution or ATM by close of business on pay day. Where the wages are not available to the employee by such time, due to circumstances beyond the employer's control, the employer shall not be held accountable for such delay.
- 20.4 Notwithstanding the provisions of this clause, an employee who has been given notice of termination of employment due to redundancy shall be paid all monies due to the employee prior to ceasing duty on the last day of employment. Where an employee is dismissed or their services are terminated without due notice, any monies due to the employee shall be paid as soon as possible after such dismissal or termination but, in any case, not more than three (3) days thereafter. Where the services of an employee are terminated with due notice all monies owing shall be paid upon cessation of employment or as otherwise elected by the employee.
- 20.5 Where an employee is summarily dismissed or their services are terminated without due notice, any monies due to them shall be paid as soon as possible after such dismissal or termination but in any case not more than three days thereafter.
- 20.6 On pay day, each employee shall be provided with or given access to a pay slip in accordance with the Act.

21. Registration Pending

- (a) A student who has completed the course of nursing training prescribed by the Board and applied for registration shall, upon registration, be paid as from the date of application for registration the salary to which they would have been entitled if registered.
- (b) A nurse who has trained outside New South Wales shall be paid as a registered nurse as and from the date they are notified that they are eligible for registration as a registered nurse provided that they make application for registration within seven days after being so notified.
- (c) They shall notify Sutherland Heart Clinic as soon as possible after they have so applied.

22. Part-Time and Casual Employment

Part-time Employees

- 22.1
- (a) A part-time employee is engaged to work less than an average of 38 ordinary hours per week and has reasonably predictable hours of work.
 - (d) Before commencing part-time employment, Sutherland Heart Clinic and employee will agree in writing to the guaranteed minimum number of hours to be worked and the rostering arrangements which will apply to those hours.
 - (e) The terms of the agreement in subclause 22.1(b) may be varied by agreement in writing.
 - (f) 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.

22.2 Hours worked by Part-Time Employees

- (a) By agreement between Sutherland Heart Clinic and the employee, the specified number of hours may be balanced over a week, a fortnight or four weeks. 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.
- (b) 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 22.2(a).

22.3 Part-time employees shall be paid an hourly rate calculated on the basis of one thirty-eighth of the appropriate rate prescribed by Clause 11, Wage Rates and Allowances, and where applicable, one thirty-eighth of the appropriate allowance or allowances prescribed by Clause 13, Special Allowances, with a minimum payment of 4 hours for each start, and one thirty-eighth of the appropriate allowances prescribed by Clause 17, Uniform and Laundry Allowances, but shall not be entitled to an ADO as prescribed by subclauses 7.2 and 7.6 of Clause 7, Hours of Work and Free Time of Employees.

22.4 Where possible the Employer will offer part time employees additional shifts prior to engaging casual or agency staff. Part time Employees may be requested, but not required, to work a reasonable number of additional hours. Where the additional hours are worked by mutual agreement (including through the selection of additional shifts offered through any technology platform used by the Employer to offer shifts or notification by the Employer of the availability of a shift as additional ordinary hours), additional hours worked by a part-time employee up to a maximum of 38 hours per week (or averaged in accordance with this Agreement), will be worked and paid as ordinary hours.

22.5 Where the employee is regularly working more than their specified contract hours they may request that their contracted hours are reviewed by their Manager on an annual basis. The Manager will formally respond to the request by the employee stating the reasons if the request is not agreed to. The Manager will not unreasonably reject the request. The Manager will also take into account that the hours worked in the following circumstances will not be incorporated to any adjustment made:

- (a) if the increase in hours is as a direct result of an employee being absent on leave, such as for example, annual leave, long service leave, maternity leave, workers compensation; and
- (b) if the increase in hours is due to a temporary increase in hours only due, for example, to the specific needs of a patient
- (c) Any adjusted contracted hours resulting from a review by Sutherland Heart Clinic should, however, be such as to readily reflect roster cycles and shift configurations utilised at the workplace.

Casual Employment

22.6 A casual employee is an employee who meets the definition as set out in section 15A of the Act.

22.7 For each ordinary hour worked, a casual employee must be paid the following:

- (a) the minimum hourly rate applicable to their classification and pay point as set out in Table 1 – Monetary Rates of Part B, of this Agreement; and
- (b) a loading of 25% of the minimum hourly rate applicable to their classification and pay point.

22.8 Casual Employees shall receive a minimum payment of four (4) hours for each engagement and one-thirty-eighth of the uniform and laundry allowance, where a uniform is not supplied in accordance with Clause 17, Uniform and Laundry Allowance.

22.9 Casual employees are not entitled to paid leave other than as specified in this Agreement, or as provided for in the NES or other relevant legislation (e.g., the Long Service Leave Act 1955 (NSW)).

22.10 With respect to a casual employee the provisions of Clause 8, Hours of Work and Free Time of Director of Nursing; Clause 10, Rosters; and Clause 23, Annual Leave shall not apply. All other clauses in the agreement apply to casual employees unless the clause specifically excludes casual employees.

22.11 Casual Conversion

- (a) A Casual Employee may give notice of their intention to convert to permanent employment in accordance with the NES.
- (b) Sutherland Heart Clinic will only refuse conversion to permanent employment on reasonable grounds as set out in the NES and after consulting with the employee.
- (c) In determining whether to accept or refuse conversion to permanent employment, Sutherland Heart Clinic shall have regard to the factors set out in the NES.

23. Annual Leave

- 23.1
- (a) Employees are entitled to annual leave in accordance with the provisions of the NES (refer to Chapter 2, Part 2-2, Division 6 of the Act).
 - (b) Casual employees have no entitlement to annual leave.
 - (c) The entitlement to paid annual leave accrues progressively during a year of service according to the employee's ordinary hours of work and accumulates from year to year.

23.2 Accrual of Annual Leave

- (a) For the purpose of the additional week of annual leave provided by the NES, a shift worker is an employee who:
 - (i) is regularly rostered over seven days per week; and
 - (ii) regularly works on weekends.
- (b) Full-time employees required to work on a seven (7) day basis including those who are not shift workers for the purposes of subclause 23.2(a) will receive:
 - (i) Six (6) weeks annual leave per annum. This includes the annual leave entitlements under the NES; and
 - (ii) Counter leave in accordance with clause 23.3.
- (c) All other employees are entitled to four (4) weeks annual leave and the greater of
 - (i) Counter leave in accordance with clause 23.3; or
 - (ii) One (1) additional week of annual leave in accordance with clause 23.2(a).

23.3 Counter Leave

- (a) Subject to clause 23.2(b) and 23.2(c), full-time and part-time employees who are rostered to work their ordinary hours on Sundays and/or public holidays shall be entitled to receive additional paid annual leave, if during each 12-month period of continuous service the employee has worked:

Number of ordinary shifts worked on Sundays and/or Public Holidays during a qualifying period of employment for annual leave purposes	Additional Annual Leave
4 – 10	1 day
11 – 17	2 days
18 – 24	3 days
25 – 31	4 days
32 or more	5 days

- (b) Part-time employees will be entitled to counter leave in the same proportion as their ordinary hours of work bear to full-time hours.
- (c) An employee who is entitled to counter leave may elect to be paid an amount equivalent to the value of their counter leave entitlement in lieu of taking the additional leave. Such election is to be made in writing by the employee at the commencement of each year of employment and is irrevocable during the currency of that year of employment.
- (d) On termination of employment employees are to be paid for any untaken annual leave due under clause 23, Annual Leave.

23.4 **Taking of Annual Leave**

- (a) An employee is entitled to take an amount of annual leave during a particular period if:
 - (i) at least that amount of annual leave is credited to the employee; and
 - (ii) Sutherland Heart Clinic has authorised the employee to take the annual leave during that period.
- (b) In the taking of leave, the employee shall make written application to Sutherland Heart Clinic, giving reasonable notice of the desired period of such leave. Such application should be made through Tanda, or other such process as directed by the Employer from time to time.
- (c) Sutherland Heart Clinic will utilise its best endeavours to respond to an application for annual leave made by an employee within two weeks from request, where practicable. It is understood that in certain periods of peak demand such as Christmas, Easter, school holidays and long weekends, Sutherland Heart Clinic may require more notice and further time in which to approve leave requests.
- (d) Annual leave shall be taken in an amount and at a time which is approved by Sutherland Heart Clinic subject to the operational requirements of the workplace. Sutherland Heart Clinic shall not unreasonably withhold or revoke such approval.

23.5 **Excessive leave accruals: general provision**

- (a) An employee has an excessive leave accrual if the employee has accrued more than 8 weeks' paid annual leave; or 10 weeks' paid annual leave for a shift worker, as defined in subclause 23.2(a); or 12 weeks' paid annual leave for a full-time 7 day worker as defined in subclause 23.2(b).
- (b) If an employee has an excessive leave accrual, Sutherland Heart Clinic or the employee may seek to confer with the other and genuinely try to reach agreement on how to reduce or eliminate the excessive leave accrual.
- (c) Subclause 23.6 sets out how Sutherland Heart Clinic may direct an employee who has an excessive leave accrual to take paid annual leave.
- (d) Subclause 23.7 sets out how an employee who has an excessive leave accrual may require Sutherland Heart Clinic to grant paid annual leave requested by the employee.

23.6 **Excessive leave accruals: direction by Sutherland Heart Clinic that leave be taken**

- (a) If Sutherland Heart Clinic has genuinely tried to reach agreement with an employee under subclause 23.5(b) but agreement is not reached (including because the employee refuses to confer), Sutherland Heart Clinic may direct the employee in writing to take one or more periods of paid annual leave.
- (b) However, a direction by Sutherland Heart Clinic under subclause 23.6(a):
 - (i) 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 (whether made under subclause 23.5, 23.6 or 23.7 or otherwise agreed by Sutherland Heart Clinic and employee) are taken into account; and
 - (ii) must not require the employee to take any period of paid annual leave of less than one week; and
 - (iii) must not require the employee to take a period of paid annual leave beginning less than 8 weeks, or more than 12 months, after the direction is given; and
 - (iv) must not be inconsistent with any leave arrangement agreed by Sutherland Heart Clinic and employee.
- (c) The employee must take paid annual leave in accordance with a direction under subclause 23.6(a) that is in effect.
- (d) An employee to whom a direction has been given under subclause 23.6(a) may request to take a period of paid annual leave as if the direction had not been given.

Note 1: Paid annual leave arising from a request mentioned in subclause 23.6(d) may result in the direction ceasing to have effect. See subclause 23.6(b)(i).

Note 2: Under section 88(2) of the Fair Work Act, Sutherland Heart Clinic must not unreasonably refuse to agree to a request by the employee to take paid annual leave.

23.7 Excessive leave accruals: request by employee for leave

- (a) If an employee has genuinely tried to reach agreement with Sutherland Heart Clinic under subclause 23.5(b) but agreement is not reached (including because Sutherland Heart Clinic refuses to confer), the employee may give a written notice to Sutherland Heart Clinic requesting to take one or more periods of paid annual leave.
- (b) However, an employee may only give a notice to Sutherland Heart Clinic under subclause 23.7(a) if:
 - (i) the employee has had an excessive leave accrual for more than 6 months at the time of giving the notice; and
 - (ii) the employee has not been given a direction under subclause 23.6(a) that, when any other paid annual leave arrangements (whether made under subclause 23.5, 23.6, or 23.7 or otherwise agreed by Sutherland Heart Clinic and employee) are taken into account, would eliminate the employee's excessive leave accrual.
- (c) A notice given by an employee under subclause 23.9(a) must not:
 - (i) if granted, result in the employee's remaining accrued entitlement to paid annual leave being at any time less than 6 weeks when any other paid annual leave arrangements (whether made under subclause 23.5, 23.6, or 23.7 or otherwise agreed by Sutherland Heart Clinic and employee) are taken into account; or
 - (ii) provide for the employee to take any period of paid annual leave of less than one week; or
 - (iii) provide for the employee to take a period of paid annual leave beginning less than 8 weeks, or more than 12 months, after the notice is given; or
 - (iv) be inconsistent with any leave arrangement agreed by Sutherland Heart Clinic and employee.
- (d) An employee is not entitled to request by a notice under subclause 23.7(a) more than 4 weeks' paid annual leave; or 5 weeks' paid annual leave for a shift worker, as defined by subclause 23.2(a); or 6 weeks' paid annual leave for a full-time 7 day worker as defined in subclause 23.2(b), in any period of 12 months.
- (e) Sutherland Heart Clinic must grant paid annual leave requested by a notice under subclause 23.7(a).

23.8 Annual Leave in advance

- (a) Sutherland Heart Clinic and an employee may agree in writing to the employee taking a period of paid annual leave, with appropriate loading paid in accordance with subclause 23.10, before the employee has accrued an entitlement to the leave.
- (b) An agreement must:
 - (i) state the amount of leave to be taken in advance and the date on which leave is to commence; and
 - (ii) be signed by Sutherland Heart Clinic and employee and, if the employee is under 18 years of age, by the employee's parent or guardian.
- (c) Sutherland Heart Clinic must keep a copy of any agreement under subclause 23.5 as an employee record.
- (d) If, on the termination of the employee's employment, the employee has not accrued an entitlement to all of a period of paid annual leave already taken in accordance with an agreement under subclause 23.8, Sutherland Heart Clinic may deduct from any money due to the employee on termination an amount equal to the amount that was paid to the employee in respect of any part of the period of annual leave taken in advance to which an entitlement has not been accrued.

23.9 Cashing out of Annual Leave

- (a) Annual leave credited to an employee may be cashed out by agreement, subject to the following conditions (refer to section 93 of the Act):
 - (i) paid annual leave must not be cashed out if the cashing out would result in the employee's remaining accrued entitlement to paid annual leave being less than 4 weeks; and
 - (ii) each cashing out of a particular amount of paid annual leave must be by a separate agreement in writing between Sutherland Heart Clinic and the employee; and
 - (iii) 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.

23.10 Annual Leave Loading

- (a) In addition to their Annual Leave payment, an employee will be paid the higher of:
 - (i) an annual leave loading of 17.5% of their Annual Leave; or
 - (ii) the shift and weekend penalties the employee would have received had they not been on leave during the relevant period.
- (b) The Annual Leave loading and penalties in subclause 23.10(a) are not payable:
 - (i) for public holidays which occur during a period of annual leave;
 - (ii) on the counter leave as set out in subclause 23.3.
- (c) The Annual Leave loading or penalties in subclause 23.10(a) are payable for days which have been added in accordance with the election provisions of clause 24, Public Holidays.

23.11 Annual Leave and Service

A period of annual leave does not break an employee's continuity of service and annual leave counts as service for all purposes.

23.12 Payment of Annual Leave on Termination

If, when the employment of an employee ends, the employee has a period of untaken paid annual leave, Sutherland Heart Clinic must pay the employee the amount that would have been payable to the employee had the employee taken that period of leave.

23.13 Annual Closedown Provision

- (a) Sutherland Heart Clinic may temporarily close a part or the whole of the hospital not more than once every twelve months for a period not exceeding 3 weeks.
- (b) Where practicable Sutherland Heart Clinic will give at least three (3) months' notice but in any event no less than 2 months of the dates of the closedown; all prospective employees will be advised of any closedown in the letter offering them employment.
- (c) An employee with an entitlement to annual leave and/or who has banked accumulated hours under clause 9, Banking of Hours sufficient to cover the closedown period will be required to access their accumulated annual leave and/or accumulated hours for the period of the closedown. The employee may choose the combination of annual leave and banked accumulated hours that she or he will use to cover the closedown period.
- (d) Where an employee has an entitlement to annual leave which is less than the period of the closedown, she or he will have to choose one or more of the following forms of leave to make up the difference between the accumulated annual leave and the period of the closedown:
 - (i) leave without pay;
 - (ii) annual leave taken in advance; and/or
 - (iii) banked accumulated hours.
- (e) 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.

24. Public Holidays

- 24.1 Public holidays are provided for in the NES. This clause contains additional provisions.
- 24.2 Sutherland Heart Clinic may request an employee to work on a particular public holiday.
- 24.3 The employee may refuse the request (and take the day off) if the employee has reasonable grounds for doing so. In determining whether an employee has reasonable grounds for refusing a request to work on a public holiday regard must be had to the matters set out in section 114 of the Act. This Agreement expressly contemplates that Sutherland Heart Clinic will require work on public holidays, or particular public holidays, and the parties acknowledge that the nature of the work performed by the employee, the type of employment (for example, whether full-time, part-time, casual) and the nature of Sutherland Heart Clinic's workplace or enterprise (including its operational requirements) will require work on public holidays, or particular public holidays.
- 24.4 Public holidays shall be allowed to employees without loss of ordinary pay.
- 24.5 (a) For the purposes of this agreement, the following shall be deemed to be public holidays:
- (i) New Year's Day; Australia Day; Good Friday; Easter Saturday; Easter Sunday; Easter Monday; Anzac Day; King's Birthday; Labour Day; Christmas Day; Boxing Day;
 - (ii) any other day, or part-day, declared or prescribed by or under a law of a State or Territory to be observed generally within the State or Territory as a public holiday, other than a day or part-day, or a kind of day or part-day, that is excluded by the regulations from counting as a public holiday; and

Local Public Holiday

- (iii) any other day, or part-day, declared or prescribed by or under a law of a State or Territory to be observed within a region of the State or Territory, as a public holiday, other than a day or part-day, or a kind of day or part-day, that is excluded by the regulations from counting as a public holiday
- (b) If, under (or in accordance with a procedure under) a law of a State or Territory, a day or part-day is substituted for a day or part-day that would otherwise be a public holiday because of subclause 24.5(a), then the substituted day or part-day is the public holiday.

Additional Public Holiday

- (c) Where, in accordance with subclause 24.5(a)(iii):
- (i) a full day is proclaimed and observed as a local public holiday, within the calendar year and within the area in which the hospital is situated no additional public holiday day is granted by this subclause;
 - (ii) no local public holiday is proclaimed and observed within the calendar year and within the area in which the hospital is situated a full day will be observed as an Additional Public Holiday on August Bank Holiday or on a date agreed by the respective employees and if requested by an employee any nominated representative which may be a union representative. This additional day may be taken by agreement between Christmas and the 5th day of the New 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;
 - (ii) a part of a day is proclaimed and observed as a local public holiday within the calendar year and within the area in which the hospital is situated a full day will be substituted and observed as an Additional Public Holiday to be taken 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.
- (d) Sutherland Heart Clinic and employees may agree to substitute another day for a public holiday observed at subclause 24.5.
- 24.6 An employee who is required to and does work on any public holiday prescribed in this clause shall be paid in lieu of all other shift penalties, weekend penalties and casual loading, as follows:
- (a) A full-time employee, under subclause 23.2(b), one half time extra for the time actually worked on the public holiday, in addition to the appropriate ordinary weekly rate of pay,

- (b) All other Full-time Employees: Time and one half for all ordinary time worked in addition to the weekly rate. Alternatively, if the employee elects, half-time extra for all time worked in addition to the weekly rate and have 1 ordinary working day added to be taken in conjunction with the period of annual leave.
- (c) Part-time Employees: Double and a half for all time worked on the public holiday, although where the time worked by agreement is less than the rostered shift, the balance of the rostered shift will be paid at ordinary pay. Alternatively, if the employee elects, half-time extra for all time worked in addition to the weekly rate and have the equivalent number of hours worked added to be taken in conjunction with the period of annual leave.
- (d) Casual Employees: Double time and one-half the basic rate of pay for casuals for all time worked. Such payment shall be taken to be inclusive of and not in addition to the casual loading referred to in subclause 22.7.

- 24.7 The elections referred to in subclause 24.6 are to be made in writing by the employee at the commencement of each year of employment and may only be changed within that period with the agreement of Sutherland Heart Clinic.
- 24.8 Any untaken additional days accrued as leave in accordance with subclause 24.6 shall be paid out to the employee upon termination of employment.
- 24.9 Provided that any additional days accrued as leave in accordance with subclause 24.6 shall not be considered annual or personal/carer's leave for any purpose.
- 24.10 Where a public holiday falls on a RDO off of a full time shift worker as defined in Clause 5, Definitions, of this Agreement, and who receives five (5) weeks annual leave in accordance with clause 23.2(c), such shift worker shall be paid one day's pay in addition to the weekly rate, or if the employee so elects shall have one day added to the period of annual leave.
- 24.11 To the leave prescribed by subclause 23.2(c) there shall be added one working day for each public holiday or one half working day for each half public holiday which occurs on what would have been an ordinary working day during a period of annual leave.

25. Long Service Leave

- 25.1 An employee's entitlement to long service leave shall be in accordance with the provisions of this Agreement and the Long Service Leave Act 1955 (NSW) provided that where any provision of this Agreement is more advantageous than the Long Service Leave Act 1955 (NSW), the provisions of this Agreement shall prevail.
- 25.2 Every employee after ten (10) years' service with the employer shall be entitled to two (2) months' long service leave on full pay; after fifteen (15) years' continuous service to an additional one (1) month's long service leave on full pay; and for each five (5) years' continuous service thereafter to an additional one and one half (1 ½) months' long service leave on full pay. Such leave shall be taken at a time to be mutually arranged between the employer and the employee.
- 25.3 Where the service of an employee with at least five (5) years' service is terminated, the employee shall be entitled for five (5) years' service to one (1) month's long service leave on full pay and for service after five (5) years to a proportionate amount of such leave on full pay calculated on the basis of two (2) months' long service leave for ten (10) years' service.
- 25.4 For the purpose of this Clause:
 - (a) One (1) month equals four and one third (4 1/3) weeks
 - (b) Continuous service shall be deemed not to be broken (but shall not count towards service) where the employee is absent from work with the employer due to:
 - (i) any period on leave without pay not exceeding six months; or
 - (ii) the employee's being an active serving member of the Defence Forces of the Commonwealth in time of war.

- 25.5 Where an employee dies and any Long Service Leave to which the employee was entitled has not been taken, or accrued upon termination of the services of the employee by reason of the employee's death and has not been taken, the employer shall, upon request by the employee's personal representative, pay to the employee's estate in full the ordinary pay that would have been payable to the employee in respect of long service leave less any amount already paid to the employee in respect of that leave.
- 25.6 Any period(s) of part-time employment with the same employer shall count towards long service leave as provided for in sub-clause 25.2. Such long service leave shall be paid for on the basis of the proportion that the average number of hours worked per week bears to thirty-eight (38) hours.
- 25.7 Where an employee has accrued a right to an allocated day off duty on pay prior to entering a period of long service leave such day shall be taken on the next working day immediately following the period of long service leave. An employee returning to duty from long service leave shall be given the next allocated day off duty in sequence irrespective of whether sufficient credits have been accumulated or not.

26. Compassionate Leave

26.1 Entitlement to compassionate leave

- (a) An employee is entitled to 2 days of compassionate leave for each occasion (a permissible occasion) when:
- (i) a member of the employee's immediate family, or a member of the employee's household:
 - (A) contracts or develops a personal illness that poses a serious threat to his or her life; or
 - (B) sustains a personal injury that poses a serious threat to his or her life; or
 - (C) dies; or
 - (ii) 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
 - (iii) the employee, or the employee's spouse or de facto partner, has a miscarriage.
- (b) Paragraph (a)(iii) does not apply:
- (i) if the miscarriage results in a stillborn child; or
 - (ii) to a former spouse, or former de facto partner, of the employee.
- (c) Where the employee is involved in funeral arrangements, travelling etc., leave may be allowed for up to 3 days for each permissible occasion.
- (d) In addition to the above, in exceptional circumstances, the employee may apply to the General Manager for further paid or unpaid compassionate leave.

26.2 Taking compassionate leave

- (a) An employee may take compassionate leave for a particular permissible occasion if the leave is taken:
- (i) to spend time with the member of the employee's immediate family or household who has contracted or developed the personal illness, or sustained the personal injury, referred to in subclause 26.1; or
 - (ii) after the death of the member of the employee's immediate family or household referred to in subclause 26.1.
- (b) An employee may take compassionate leave for a particular permissible occasion as:
- (i) a single continuous period; or
 - (ii) separate periods of 1 day each; or
 - (iii) any separate periods to which the employee and Sutherland Heart Clinic agree.
- (c) If the permissible occasion is the contraction or development of a personal illness, or the sustaining of a personal injury, the employee may take the compassionate leave for that occasion at any time while the illness or injury persists.

26.3 **Payment for compassionate leave (other than for casual employees)**

If an employee, other than a casual employee, takes a period of compassionate leave, Sutherland Heart Clinic must pay the employee at the employee's base rate of pay for the employee's ordinary hours of work in the period. For casual employees, compassionate leave is unpaid leave.

26.4 **Other Circumstances**

- (a) The above principles are not intended to codify completely purposes for which compassionate leave with pay may be allowed. The element of unforeseen emergency could be present in other situations, e.g. floods and bushfires, which clearly prevent attendance for duty.
- (b) In view of the purpose for which compassionate leave is intended, it is not possible to prescribe a precise limitation of the amount of leave to be granted in a given period. It is suggested, however, that only under the most exceptional circumstances should leave exceeding a total of three days be granted to an employee in any year other than in accordance with subclause 26.1.
- (c) Where an employee is forced to absent themselves other than in accordance with subclause 26.1 or in circumstances that do not reasonably constitute an unforeseen emergency, the employee can cover such an absence by applying for leave with pay or, if the employee so desires, taking annual leave.

26.5 **Notice and Evidence Requirements**

- (a) To be entitled to Compassionate Leave an employee must give Sutherland Heart Clinic notice of the period or expected period of the leave as soon as reasonably practicable (which may be at a time before or after the leave has started) that the employee is (or will be) absent from his or her employment.
- (b) Sutherland Heart Clinic may require an employee to provide evidence that would satisfy a reasonable person that the leave was taken for a permissible reason or occasion.

26.6 **Service**

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

27. Personal/Carer's Leave

27.1 **NES**

- (a) Employees are entitled to personal leave in accordance with the provisions of the NES.
- (b) Casual employees have no entitlement to paid personal/carers leave but do have an entitlement to unpaid carer's leave.

27.2 **Entitlement to paid Personal/Carers Leave**

- (a) For each year of service with Sutherland Heart Clinic, an employee is entitled to 10 days of paid personal/carers leave.
- (b) An employee's entitlement to paid personal/carers leave accrues progressively during a year of service according to the employee's ordinary hours of work and accumulates from year to year.

27.3 **Taking of Personal/Carer's Leave**

An employee may take paid 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.

- (c) In circumstances where an employee is undergoing IVF treatment and such treatment is required to take place during a time that would otherwise be an employee's ordinary working hours or such treatment renders the employee unfit for work for the period of personal leave. Supporting medical documentation is required to be provided to Sutherland Heart Clinic in order for the employee to access paid personal leave for the purposes of, or related to, IVF treatment.

27.4 Payment of Paid Personal/Carer's Leave

- (a) If an employee takes a period of paid personal/carers leave, Sutherland Heart Clinic must pay the employee at the employee's base rate of pay for the employee's ordinary hours of work in the period.
- (b) An employee is not entitled to be paid personal leave whilst they are in receipt of workers' compensation payments.

27.5 Personal/Carers Leave on Public Holidays

If the period during which an employee takes paid personal/carers leave includes a day or part-day that is a public holiday in the place where the employee is based for work purposes, the employee is taken not to be on paid personal/carers leave on that public holiday.

27.6 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 Sutherland Heart Clinic.
- (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/carers leave.

27.7 Personal Leave Notice and Evidence

- (a) Personal Leave - Notice:
 - (i) To be entitled to sick leave during a period, an employee must give Sutherland Heart Clinic notice as soon as reasonably practicable (which may be at a time before or after the sick leave has started) that the employee is (or will be) absent from his or her employment during the period because of a personal illness, or injury, of the employee.
 - (ii) This requirement does not apply to an employee who could not comply with it because of circumstances beyond the employee's control.
- (b) If Sutherland Heart Clinic requires an employee to give Sutherland Heart Clinic documentary evidence in relation to a period of personal leave taken (or to be taken) by the employee:
 - (i) To be entitled to personal leave during the period, the employee must give Sutherland Heart Clinic as soon as reasonably practicable (which may be at a time before or after the personal leave has started):
 - (A) if it is reasonably practicable to do so - a medical certificate from a registered health 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
 - (B) if it is not reasonably practicable for the employee to give Sutherland Heart Clinic a medical certificate - a statutory declaration made by the employee stating that the employee was, is, or will be unfit for work during the period because of a personal illness or injury.

- (ii) This requirement does not apply to an employee who could not comply with it because of circumstances beyond the employee's control.

27.8 Carer's Leave Notice and Evidence

- (a) To be entitled to carer's leave during a period, an employee must give Sutherland Heart Clinic notice as soon as reasonably practicable (which may be at a time before or after the carer's leave has started) that the employee requires (or required) leave during the period to provide care or support to a member of the employee's immediate family, or a member of the employee's household, who requires (or required) care or support because of:
 - (i) a personal illness, or injury, of the member; or
 - (ii) an unexpected emergency affecting the member.

This requirement does not apply to an employee who could not comply with it because of circumstances beyond the employee's control.

- (b) If Sutherland Heart Clinic requires an employee to give Sutherland Heart Clinic documentary evidence in relation to a period of carer's leave taken (or to be taken) by the employee:
 - (i) To be entitled to carer's leave during the period, the employee must give Sutherland Heart Clinic as soon as reasonably practicable (which may be at a time before or after the carer's leave has started):
 - (A) if the care or support is required because of a personal illness, or injury, of the member - a medical certificate from a registered health practitioner or a statutory declaration made by the employee;
 - (B) if the care or support is required because of an unexpected emergency affecting the member - a statutory declaration made by the employee; and
 - (ii) The document must include a statement to the effect that:
 - (A) if the document is a medical certificate - in the registered health practitioner's opinion, the member requires care and support during the period because the member had, has or will have a personal illness or injury during the period; or
 - (B) if the document is a statutory declaration - the employee requires (or required) leave during the period to provide care or support to the member because the member requires (or required) care or support during the period because of:
 - (1) a personal illness, or injury, of the member; or
 - (2) an unexpected emergency affecting the member.

This requirement does not apply to an employee who could not comply with it because of circumstances beyond the employee's control.

27.9 Personal/Carer's Leave and Service

- (a) A period of paid personal/carers leave does not break an employee's continuity of service and paid personal/carers leave counts as service for all purposes.
- (b) A period of unpaid personal/carers leave does not break an employee's continuity of service; however a period of unpaid personal/carers leave does not count as service.

28. Staff Amenities

28.1 Sutherland Heart Clinic shall provide for the use of employees:

- (a) a suitable changing room and adequate washing and toilet facilities; and
- (b) a locker fitted with lock and key or other suitable place for the safe keeping of clothing and personal effects; and
- (c) any other amenity required by work health and safety legislation.

28.2 Sutherland Heart Clinic shall provide for an employee morning and afternoon tea, supper and early morning tea (which shall include tea or coffee together with milk and sugar) when the employee is on duty.

29. Patient Escort Duty

- 29.1 Periods during which an employee, other than Director of Nursing, is engaged in nursing duties, that is to say in attendance with a patient, shall be paid as working time under this Agreement. Where applicable, overtime shall be payable.
- 29.2 All reasonable out-of-pocket expenses shall be reimbursed.
- 29.3 Rostered time shall be paid as such even though an employee may be travelling, in hotel/motel accommodation, or waiting for transport.
- 29.4 In respect of non-rostered time not spent in nursing duties:
- (a) Periods in hotel/motel accommodation or waiting for transport shall not be counted as working time;
 - (b) Periods in travelling shall count as working time.

30. Medical Examination of Nurses

- 30.1 Medical examination of employees will be in accordance with Sutherland Heart Clinic's Policy as varied from time.
- 30.2 Requirements for vaccination of nurses will be in accordance with Department of Health policy directive NSW PD2024_015 (*Occupational Assessment, Screening and Vaccination against Specified Infectious Diseases*).
- 30.3 For protection against radiation exposure, nurses 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.
- 30.4 Sutherland Heart Clinic will pay all the costs involved in the various screening and protection procedures.

31. Domestic Work

- 31.1 Except as hereinafter provided, nurses 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 nurses on any of such duties in an isolation block or where the performance of those duties involves disinfection.
- 31.2 Nothing in subclause 31.1 shall preclude any employee from being required to perform all or any of the specified duties at any time when domestic staff is not available to perform them, provided that Sutherland Heart Clinic has made all reasonable efforts to obtain domestic staff.

32. Labour Flexibility

- 32.1 Sutherland Heart Clinic 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 nor are inconsistent with Clause 31, Domestic Work.
- 32.2 Sutherland Heart Clinic 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 Sutherland Heart Clinic shall be consistent with Sutherland Heart Clinic's responsibility to provide a safe and healthy working environment for employees and Sutherland Heart Clinic's duty of care to patients.

33. Attendance at Meetings and Fire Drills

- 33.1 Any employee required to work outside the ordinary hours of work in satisfaction of the requirements for compulsory fire safety practices (fire drill and evacuation procedures) contained from time to time within

the Private Health Facilities Act 2007, and the regulations made there under, shall be entitled to be paid the "ordinary rate" for the actual time spent in attendance at such practices. In lieu of receiving payment, employees may with the agreement of Sutherland Heart Clinic 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.

- 33.2 Any employee required to attend Workplace 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 Sutherland Heart Clinic 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.
- 33.3 For the purposes of this clause "ordinary rate" shall include amounts payable under Clause 11, Wage Rates and Allowances, and Clause 13, Special Allowances, subclauses 13.1 and 13.2 of this Agreement; plus, where appropriate, the casual loading prescribed in subclause 22.7.

34. Dispute Resolution

- 34.1 In the event of a dispute about any matter under this Agreement or the NES, in the first instance the parties must attempt to resolve the matter at the workplace by discussions between the employee or employees concerned and the relevant supervisor.
- 34.2 If such discussions do not resolve the dispute, the parties will endeavour to resolve the dispute in a timely manner by discussions between the employee or employees concerned and more senior levels of management as appropriate.
- 34.3 Sutherland Heart Clinic or employee may appoint another person, union, organisation or association to accompany and/or represent them for the purposes of this clause.
- 34.4 If a dispute about a matter arising under this Agreement or a dispute in relation to the NES is unable to be resolved at the workplace, and all appropriate steps under clause 34.1 and 34.2 have been taken, a party to the dispute may refer the dispute to the FWC.
- 34.5 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 arbitration.
- 34.6 Where the matter in dispute remains unresolved, the FWC may exercise any method of dispute resolution permitted by the Act that it considers appropriate to ensure the settlement of the dispute.
- 34.7 The parties to the dispute agree to be bound by a decision made by the FWC in accordance with this term.
- 34.8 During the time when a dispute is the subject of any resolution process, the status quo must remain, and employees must continue to work as normal unless:
- (a) Sutherland Heart Clinic excuses them from working, or directs them to perform other available work, whether at the same workplace or another workplace; or
 - (b) they have a reasonable concern about an imminent risk to their health or safety. Even in this case, and subject to any relevant safety laws, employees must not unreasonably fail to comply with a direction by Sutherland Heart Clinic to perform other available work, whether at the same workplace or another workplace.

35. Anti-Discrimination

It is the intention of the parties bound by this Agreement to achieve the object in section 3(e) of the *Act* to prevent and eliminate discrimination in the workplace. This includes discrimination on the grounds of race, colour, sex, sexual preference, age, marital status, physical or mental disability, family responsibilities, pregnancy, religion, political opinion, national extraction or social origin, homosexuality, transgender identity and age.

36. Parental Leave

- 36.1 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.
- 36.2 Eligible employees are entitled to access the Australian Government Paid Parental Leave Scheme in addition to the employer benefits provided in this Clause.

Unpaid parental leave

- 36.3 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.
- 36.4 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 in the case of adoption.

Paid parental leave

- 36.5 In addition to unpaid parental leave available to eligible employees under the Act, full-time and part-time employees may claim paid parental leave at their ordinary rate of pay from the date the parental leave commences in the following circumstances:
- (a) where there is compliance with the documentation requirements to the extent to which they apply; and
 - (b) 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
 - (c) where the employee will be the primary care giver for the child.
- 36.6 For the purposes of the calculation of "ordinary pay" for paid parental leave, the employee will be paid based on the average of the ordinary hours actually worked by the employee in the 12-month period ending at the commencement of parental leave.
- 36.7 Eligible employees with up to 5 years continuous service with the employer are entitled to take paid parental leave in the amount of 12 weeks at ordinary pay (which may be taken for double the time at half-pay). An employee with at least 5 years continuous service with the employer will be entitled to 14 weeks of paid parental leave at ordinary pay (which may be taken for double the time at half-pay).
- 36.8 An employee who is a secondary carer will be paid two (2) weeks' leave at the ordinary rate of pay.

Return to work after parental leave

- 36.9 An employee returning to work after a period of parental leave is entitled to be employed in:
- (a) the position held by the employee immediately before proceeding on that leave, or
 - (b) if the employee worked part-time or on a less regular casual basis because of pregnancy related illness before proceeding on parental leave, the position held immediately before commencing that part-time work or less regular casual work, or
 - (c) if the employee was transferred to a safe job before proceeding on parental leave, the position held immediately before the transfer.

36.10 If the position no longer exists but there are other positions available that the employee is qualified for and is capable of performing, the employee is entitled to be employed in a position as nearly as possible comparable in status and pay to that of the employee's former position.

36.11 In this section, a reference to employment in a position includes, in the case of a Casual Employee, a reference to work for the employer on a regular and systematic basis.

Transfer to a safe job

36.12 This section applies whenever the present work of a female employee is, because of her pregnancy or breastfeeding, a risk to the health or safety of the employee or of her unborn or newborn child. The assessment of such a risk is to be made on the basis of a medical certificate supplied by the employee and of the obligations of the employer under the Work, Health and Safety Act 2011.

36.13 The employer is to temporarily adjust the employee's working conditions or hours of work to avoid exposure to that risk.

36.14 If such an adjustment is not feasible or cannot reasonably be required to be made, the employer is to transfer the employee to other appropriate work that:

- (a) will not expose her to that risk, and
- (b) is as nearly as possible comparable in status and pay to that of her present work.

36.15 If such a transfer is not feasible or cannot reasonably be required to be made, the employer is to grant the employee special parental leave (or any available paid personal leave) for as long as is necessary to avoid exposure to that risk, as certified by a medical practitioner.

36.16 The employer must not fail to re-engage a regular Casual Employee because:

- (a) the employee or employee's spouse is pregnant; or
- (b) the employee is or has been immediately absent on parental leave.

36.17 The rights of the employer in relation to engagement and re-engagement of Casual Employees are not affected, other than in accordance with this clause.

Right to request

36.18 An employee entitled to parental leave may request the employer to allow the employee:

- (a) to take simultaneously unpaid parental leave in periods of less than two (2) weeks duration;
- (b) to extend the period of unpaid parental leave for a further continuous period of leave not exceeding twelve (12) months;
- (c) to return from a period of parental leave on a part-time basis until the child reaches school age;
- (d) to assist the employee in reconciling work and parental responsibilities.

36.19 The employer shall consider the request having regard to the employee's circumstances and, provided the request is genuinely based on the employee's parental responsibilities, may only refuse the request on reasonable grounds related to the effect on the workplace or the employer's business. Such grounds might include cost, lack of adequate replacement staff, loss of efficiency and the impact on customer service.

36.20 The employee's request and the employer's decision made pursuant to this sub-clause to are to be provided in writing

36.21 Where an employee wishes to make a request to return to work on a part-time basis pursuant to this Clause, such a request must be made as soon as possible but no less than seven (7) weeks prior to the date upon which the employee is due to return to work from parental leave.

Communication during parental leave

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

37. Superannuation

Superannuation Guarantee

- 37.1 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. The rights and obligations in these clauses supplement those in superannuation legislation.
- 37.2 The employer must make such superannuation contributions to an approved superannuation fund for the benefit of the employee. The payment for all employees shall be in accordance with the superannuation guarantee. For the avoidance of doubt, superannuation contributions will be paid by the employer for all periods of paid leave.
- 37.3 To comply with superannuation legislation, the employer is required to make the superannuation contributions provided for in Clause 37.2 to a superannuation fund that is chosen by the employee. If the employee does not choose their super fund, and/or the employee does not have a stapled super fund, the employer will pay contributions into a super account for the employee, being its default super fund, the Health Employees' Superannuation Trust Australia ("HESTA").

Salary Sacrifice to Superannuation

- 37.4 An employee can elect to sacrifice a portion of salary to superannuation in accordance with Sutherland Heart Clinic's policies as amended from time to time.
- 37.5 Such election must be made prior to the commencement of the period of service to which the earnings relate and be in accordance with relevant legislation.
- 37.6 Sutherland Heart Clinic will not use any amount that is salary sacrificed by an employee to count towards the employer's obligation to pay contributions under the superannuation guarantee legislation.
- 37.7 Contributions payable by Sutherland Heart Clinic in relation to the superannuation guarantee legislation shall be calculated by reference to the salary which would have applied to the employee under this Agreement in the absence of any salary sacrifice.
- 37.8 Any allowance, penalty rate, or overtime payment for unused leave entitlements, other than any payments for leave taken whilst employed, shall be calculated by reference to the salary which would have applied to the employee in the absence of any salary sacrifice to superannuation. Payment for leave taken whilst employed will be at the post-salary sacrificed amount.

38. Consultation

- 38.1 This term applies if Sutherland Heart Clinic:

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

Consultation in relation to major workplace change

38.2 For a major change referred to in Clause 38.1(a):

- (a) the employer must notify the relevant employees and their representative/s, which may include the Union, of the decision to introduce the major change; and
- (b) Clauses 38.3 to 38.9 apply.

38.3 The relevant employee or employees may advise Sutherland Heart Clinic that a person or employee organisation is their representative for the purposes of the procedures in this clause in relation to a major workplace change.

38.4 If:

- (a) a relevant employee, or the relevant employees, advise Sutherland Heart Clinic that a person or employee organisation is their representative for the purposes of consultation; and
- (b) the employee or employees advise Sutherland Heart Clinic of the identity of the representative;
- (c) Sutherland Heart Clinic must recognise the representative.

38.5 Sutherland Heart Clinic must notify the relevant employees and their representatives (if any) of the decision to introduce the change.

38.6 As soon as practicable after making its decision, Sutherland Heart Clinic must:

- (a) consult with the relevant employees and their representatives (if any), including by discussing with them:
 - (i) the introduction of the change;
 - (ii) the effect the change is likely to have on the employees; and
 - (iii) measures to avoid or reduce any adverse effect of the change on the employees; and
- (b) for the purposes of the consultation—provide, in writing, to the relevant employees and their representatives (if any):
 - (i) all relevant information about the change including the nature of the change proposed; and the reasons or justification for the change; and
 - (ii) information about the expected effects of the change on the employees; and
 - (iii) any other matters likely to affect the employees.

38.7 However, despite clause 38.6 Sutherland Heart Clinic is not required to disclose confidential or commercially sensitive information to the relevant employees or their representatives (if any).

38.8 Sutherland Heart Clinic must give prompt and genuine consideration to matters raised about the major change by the relevant employees and their representatives (if any).

38.9 Sutherland Heart Clinic will take reasonable steps to communicate the outcome of the consultation process including the consideration that was given to matters raised about the major workplace change by the relevant employees and their representatives (if any).

38.10 In this term, a major workplace change is “likely to have a significant effect on employees” if it results in:

- (a) the termination of the employment of employees; or

- (b) major change in the composition, operation or size of the employer's workforce or to the skills required of employees; or
- (c) the loss of, or reduction in, job or promotion opportunities; or
- (d) the loss of, or reduction in, job tenure or job security; or
- (e) the alteration of hours of work; or
- (f) the need for employees to be retrained or transferred to other work or locations; or
- (g) job restructuring.

Consultation about changes to regular roster or ordinary hours of work

- 38.11 Where Sutherland Heart Clinic proposes to change an employee's regular roster or ordinary hours of work, Sutherland Heart Clinic must notify in writing and consult with the employees affected and their representatives, if any, all relevant information about the proposed change.
- 38.12 The relevant employee or employees may advise Sutherland Heart Clinic that a person or employee organisation is their representative for the purposes of the procedures in this clause in relation to changes to regular rosters or ordinary hours of work.
- 38.13 If:
- (a) a relevant employee, or the relevant employees, advise Sutherland Heart Clinic that a person or employee organisation is their representative for the purposes of consultation; and
 - (b) the employee or employees advise Sutherland Heart Clinic of the identity of the representative;
 - (c) Sutherland Heart Clinic must recognise the representative.
- 38.14 As soon as practicable after proposing to introduce the change, Sutherland Heart Clinic must:
- (a) consult with the relevant employees and their representatives (if any) about the introduction of the change, including by discussing the change with them; and
 - (b) for the purposes of the consultation—provide to the relevant employees and their representatives (if any):
 - (i) all relevant information about the change, including the nature and expected duration of the change; and
 - (ii) information about what the employer reasonably believes will be the effects of the change on the employees (including any effect on the employee's remuneration); and
 - (iii) information about any other matters that the employer reasonably believes are likely to affect the employees; and
 - (c) invite the relevant employees and their representatives (if any) to give their views about the impact of the change (including any impact in relation to their family or caring responsibilities).
- 38.15 However, Sutherland Heart Clinic is not required to disclose confidential or commercially sensitive information to the relevant employees or their representatives (if any).
- 38.16 Sutherland Heart Clinic must give prompt and genuine consideration to matters raised about the change by the relevant employees or their representatives (if any).
- 38.17 Sutherland Heart Clinic will take reasonable steps to communicate the outcome of the consultation process including the consideration that was given to matters raised about the change to the regular roster or ordinary hours of work of employees by the relevant employees and their representatives (if any).
- 38.18 The requirement to consult under this clause does not apply where an employee has irregular, sporadic or unpredictable hours.

38.19 The provisions are to be read in conjunction with other Agreement provisions concerning the scheduling of work and notice requirements.

38.20 "Relevant Employees" means the employees who may be affected by a change referred to in this clause.

39. Termination of Employment

39.1 Notice of termination by Sutherland Heart Clinic – other than for serious misconduct

- (a) Where Sutherland Heart Clinic terminates the employment of a permanent employee for reasons other than serious misconduct, Sutherland Heart Clinic must give the employee notice of the termination in writing and provide the following periods of notice (or payment in lieu of such notice) to all employees other than casual employees.

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

- (b) An employee over 45 years of age is entitled to 1 additional weeks' notice (or payment in lieu of such notice) if the employee has completed at least 2 years of continuous service.
- (c) The Director of Nursing shall be given four (4) weeks' written notice of termination (or payment in lieu of such notice) by the employer.
- (d) Casual employees are to be given notice to the end of their current shift other than in case of serious misconduct, where termination is effective immediately.
- (e) In respect of the requirement for Sutherland Heart Clinic to provide or pay notice under this clause, nothing in this clause shall exclude the application of Subdivision C of Division 11 of Part 2-2 of the Fair Work Act 2009.

39.2 Notice of termination by the employee

- (a) Subject to subclauses 39.2(b) and 39.2(c), employees with 12 months or more service shall give Sutherland Heart Clinic two weeks' notice of termination in writing. Employees with less than 12 months service shall give Sutherland Heart Clinic one week notice of termination in writing
- (b) Casual Employees shall only be required to give notice to the end of their current shift worked.
- (c) The Director of Nursing shall give four (4) weeks' written notice of termination to the employer.
- (d) The requirement for an employee to provide notice under this clause shall not apply in circumstances where the employee is entitled to bring the employment to an end because of the actions of Sutherland Heart Clinic, for example, because of a repudiatory breach of the employment contract by Sutherland Heart Clinic.
- (e) If an employee who is at least 18 years old does not give the period of notice required under clause 39.1(a), then Sutherland Heart Clinic may deduct from wages due to the employee under this Agreement an amount that is no more than one week's wages for the employee.
- (f) To the extent permitted by the Act, any outstanding advances or other payments due to Sutherland Heart Clinic by the employee will be deducted before payment of any amounts under this clause are made.

39.3 Job search entitlement

- (a) An employee given notice of termination by Sutherland Heart Clinic must be allowed up to one day's time off without loss of ordinary pay during each week of notice to a maximum of five weeks for the purpose of seeking other employment.

- (b) If the employee has been allowed paid leave for more than one day during the notice period for the purpose of seeking other employment, the employee must, at the request of Sutherland Heart Clinic, produce proof of attendance at an interview or they will not be entitled to payment for any time absent. For this purpose, a statutory declaration is sufficient.

39.4 Termination without notice

- (a) Sutherland Heart Clinic may, without notice, summarily dismiss an employee at any time for serious misconduct as defined in Reg 1.07 of the *Fair Work Regulations 2009*.
- (b) Regard shall be given to the severity of the offence, and each transgression shall be determined upon its own merits as well as in the context of the workplace, the duties carried out at the time, the overall conduct of the employee and the employee's work history.

39.5 Termination due to permanent absence

- (a) Notwithstanding Clause 39.1, if the employee is absent from work as a result of injury or illness (not related to their employment) for a period of three (3) consecutive months or for an aggregate period of three (3) months in any twelve (12) consecutive months as prescribed in Regulation 3.01(5)(b) of the *Fair Work Regulations 2009*, Sutherland Heart Clinic may terminate their employment upon the giving of notice or the payment of salary in lieu of notice, based on the absence no longer being deemed as "temporary".

39.6 Statement of Employment

- (a) Sutherland Heart Clinic shall provide the employee whose employment has been terminated with a written statement specifying the period of the employee's employment and the classification of or the type of work performed by the employee.

39.7 Services Australia Employment Separation Certificate

- (a) Sutherland Heart Clinic shall provide the employee with an "Employment Separation Certificate" in the form required by Services Australia.

39.8 Employee Leaving During the Notice Period

- (a) 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 Sutherland Heart Clinic until the expiry of such notice. Provided that in such circumstances the employee shall not be entitled to payment in lieu of notice.

40. Redundancy

40.1 Entitlement to Redundancy Pay

- (a) In addition to the period of notice prescribed for termination, an employee is entitled to redundancy pay by the employer if the employee's employment is terminated:
 - (i) at Sutherland Heart Clinic's initiative because Sutherland Heart Clinic no longer requires the job done by the employee to be done by anyone, except where this is due to the ordinary and customary turnover of labour; or
 - (ii) because of the insolvency or bankruptcy of Sutherland Heart Clinic.

40.2 Amount of Redundancy Pay

- (a) A reference in this section to continuous service with the employer does not include periods of employment as a casual employee of Sutherland Heart Clinic.

- (b) A reference to a "week's pay" for the purposes of this clause means the all-purpose rate of pay for the employee concerned at the date of termination, including the ordinary rate of pay and over-agreement payments, all allowances, penalties or shift payments to which the employee would be entitled.
- (c) 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 this sub-clause.
- (d) The amount of redundancy pay equals the total amount payable to the employee for the redundancy pay period worked out using the following table:

Employees Period of Continuous Service with the employer at Termination	Redundancy Pay Period where employee is under 45 years old at time of termination	Redundancy Pay Period where employee is over 45 years old at time of termination
At least 1 year but less than 2 years	4 weeks	5 weeks
At least 2 years but less than 3 years	7 weeks	8.75 weeks
At least 3 years but less than 4 years	10 weeks	12.5 weeks
At least 4 years but less than 5 years	12 weeks	15 weeks
At least 5 years but less than 6 years	14 weeks	17.5 weeks
At least 6 years and over	16 weeks	20 weeks

40.3 Transfer to lower paid duties

- (a) Where an employee is transferred to lower paid duties because of redundancy, the same period of notice must be given as the employee would have been entitled to if the employment had been terminated.
- (b) If Sutherland Heart Clinic transfers the employee to the new duties without giving adequate notice of transfer in accordance with this clause, or before the expiry of a notice of transfer, Sutherland Heart Clinic must pay the employee the amount equal to the difference between the former ordinary rate of pay and the ordinary rate of pay for the number of weeks of notice still owing. 'Ordinary rate of pay' is for the purposes of this clause inclusive of all-purpose allowances, shift rates and penalty rates applicable to ordinary hours.

40.4 Employee leaving during notice period

- (a) An employee given notice of termination in circumstances of redundancy, or in other circumstances by agreement between the employee Sutherland Heart Clinic, may terminate their employment during the period of notice.
- (b) The employee is entitled to receive the benefits and payments they would have received under this clause had they remained in employment until the expiry of the notice period but is not entitled to any payment in lieu of any remaining notice remaining after the employee ceases to be employed.

40.5 Incapacity to pay

- (a) Subject to an application by Sutherland Heart Clinic and further order of the Fair Work Commission, Sutherland Heart Clinic may pay a lesser amount (or no amount) of severance pay than that contained in this clause in circumstances set out in the Fair Work Act due to the employer's incapacity to pay.
- (b) The Fair Work Commission shall have regard to such financial and other resources of Sutherland Heart Clinic concerned as the Fair Work Commission thinks relevant.

40.6 Alternative employment

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

41. National Employment Standards (NES)

- 41.1 It is the intention of this Agreement that the NES, as it may be varied from time to time, shall apply to the employees the subject of 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.
- 41.2 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.
- 41.3 The minimum guarantees provided by the NES will override less favourable provisions in this Agreement.

42. Agreement Flexibility

- 42.1 Sutherland Heart Clinic and an employee covered by this enterprise agreement may agree to make an individual flexibility arrangement to vary the effect of terms of the agreement if:
- (a) the agreement deals with 1 or more of the following matters:
 - (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 Sutherland Heart Clinic and employee in relation to the matter or matters it deals with; and
 - (c) the arrangement is genuinely agreed to by Sutherland Heart Clinic and employee, without coercion or duress.
- 42.2 An individual flexibility arrangement may only be made after the individual employee has commenced employment with Sutherland Heart Clinic.
- 42.3 An employer who wishes to initiate the making of an individual flexibility arrangement must:
- (a) give the employee a written proposal; and
 - (b) if the employer is aware that the employee has or should reasonably be aware that the employee may have, limited understanding of written English, take reasonable steps to ensure that the employee understands the proposal.
- 42.4 Sutherland Heart Clinic must ensure that the terms of the individual flexibility arrangement:
- (a) are about permitted matters under section 172 of the Fair Work Act 2009; and
 - (b) are not unlawful terms under section 194 of the Fair Work Act 2009; and
 - (c) result in the employee being better off overall than the employee would have been if no individual flexibility arrangement was agreed to.
- 42.5 Sutherland Heart Clinic must ensure that the individual flexibility arrangement:
- (a) is in writing; and
 - (b) includes the name of Sutherland Heart Clinic and employee; and
 - (c) is signed by Sutherland Heart Clinic and employee and, if the employee is under 18 years of age, is 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
 - (e) states the day on which the arrangement commences; and
 - (f) Describes how the individual flexibility arrangement can be terminated.
- 42.6 Sutherland Heart Clinic must give the employee a copy of the individual flexibility arrangement within 14 days after it is agreed to.
- 42.7 Sutherland Heart Clinic or employee may terminate the individual flexibility arrangement:
 - (a) At any time, by agreement in writing between Sutherland Heart Clinic and the employee; or
 - (b) by Sutherland Heart Clinic or employee giving 28 days' written notice to the other party.
- 42.8 An individual flexibility arrangement terminated in accordance with clause 42.7(b) ceases to have effect at the end of the period of notice required under that clause.
- 42.9 Sutherland Heart Clinic or employee may use the dispute settlement procedure in this enterprise agreement to deal with disputes that may arise concerning the matters dealt with in the individual flexibility arrangement.

43. Requests for Flexible Working Arrangements

- 43.1 Requests for flexible working arrangements are provided for in the NES.
- 43.2 Disputes about requests for flexible working arrangements may be dealt with under Clause 34, Dispute resolution and/or under section 65B of the Act.

44. Access to Copies of the Agreement and the NES

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

45. Qualifications Allowance

- 45.1 An employee employed in the classification of Registered Nurse (years 1 to 8) or Clinical Nurse Specialist and above (who satisfies Sutherland Heart Clinic that she/he is engaged in clinical work for more than 50% of her/his time) who holds a continuing education qualification in a clinical field, in addition to the qualification leading to registration, shall be paid a qualification allowance, subject to the following conditions set out below:
 - (a) the allowance is only payable where the qualification is accepted by Sutherland Heart Clinic to be directly relevant to the competency and skills used by the nurse in the duties of the position. The allowance will be payable from the date of application by the employee;
 - (b) an employee holding more than one relevant qualification is only entitled to one allowance, being the allowance of the highest monetary value.
- 45.2 The employee claiming entitlement to a qualification allowance must provide evidence to Sutherland Heart Clinic that they hold that qualification.
- 45.3 The qualification allowance shall be absorbed into any over agreement rate being paid to an employee.
- 45.4 The qualification allowance shall only be payable in the areas of intensive care, coronary care, cardiac or cardiothoracic nursing, perioperative nursing, anaesthetics and recovery; and any such areas as may be agreed between the employee and if requested by the employee a workplace representative and Sutherland Heart Clinic.
- 45.5 Subject to the provisions in subclauses 45.1 and 45.2, an employee who holds a relevant post-graduate certificate, other than a Hospital Certificate, shall be paid an allowance of an amount set out in Item 22 Table 3 – Qualifications Allowance of Part B, Monetary Rates.

- 45.6 Subject to the provisions in subclauses 45.1 and 45.2, an employee who holds a relevant post-graduate diploma or degree (other than an undergraduate nursing degree) shall be paid an allowance of an amount set out in Item 23 of Table 3 – Qualifications Allowance of Part B, Monetary Rates.
- 45.7 Subject to the provisions in subclauses 45.1 and 45.2, an employee who holds a masters degree or doctorate shall be paid an allowance of an amount set out in Item 24 of Table 3.
- 45.8 A Clinical Nurse Educator who holds a post graduate diploma, degree, Masters or Doctorate in education or a clinical field in addition to the qualification leading to registration, or a Clinical Nurse Specialist who holds a post graduate diploma, degree, Masters or Doctorate in a clinical field in addition to the qualification leading to registration, shall be paid a qualifications allowance, subject to the following conditions set out below:
- (a) the allowance is only payable where the qualification is accepted by Sutherland Heart Clinic to be directly relevant to the competency and skills used by the registered nurse in the duties of the position;
 - (b) an employee holding more than one relevant qualification is only entitled to one allowance, being the allowance of the highest monetary value;
 - (c) the employee claiming entitlement to a qualification allowance must provide evidence to Sutherland Heart Clinic that they hold that qualification.
- 45.9 Subject to the provisions in subclause 45.6, a Clinical Nurse Educator who holds a post graduate diploma, degree, Masters or Doctorate in education or a clinical field, or a Clinical Nurse Specialist who holds a post graduate diploma, degree, Masters or Doctorate in a clinical field, shall be paid an allowance of the relevant amount set out in Table 3.
- 45.10 The above allowances are not to be included in the employee's ordinary rate of pay. The allowances are not payable during periods of paid leave taken by an employee, but they will be paid on ADO's.
- 45.11 The qualification allowances shall be considered salary-related allowances for the purpose of salary and salary related allowance increases that may occur.
- 45.12 Where a dispute arises concerning the eligibility for payment of a Qualifications Allowance that is not resolved by the process contained in clause 34, Dispute Resolution, negotiations between Sutherland Heart Clinic and the Association must occur prior to referral to the Fair Work Commission for determination.

46. Ceremonial Leave

An employee who is legitimately required by Aboriginal and Torres Strait Islander tradition to be absent from work for ceremonial purposes will be entitled to up to ten working days unpaid leave in any one year, with the approval of Sutherland Heart Clinic.

47. Workplace Delegates' Rights

Administrative requirements

- 47.1 This clause provides for the exercise of the rights of workplace delegates set out in section 350C of the Act.
- NOTE: Under section 350C(4) of the Act, Sutherland Heart Clinic is taken to have afforded a workplace delegate the rights mentioned in section 350C(3) if Sutherland Heart Clinic has complied with clause 47 of this Agreement.
- 47.2 Before exercising entitlements under this clause, a workplace delegate must give Sutherland Heart Clinic written notice of their appointment or election as a workplace delegate. If requested, the workplace delegate must provide Sutherland Heart Clinic with evidence that would satisfy a reasonable person of their appointment or election.
- 47.3 An employee who ceases to be a workplace delegate must give written notice to Sutherland Heart Clinic within 14 days.

- 47.4 In this clause eligible employees means members and persons eligible to be members of the delegate's organisation who are employed by Sutherland Heart Clinic in the enterprise.
- 47.5 In this clause, the delegate's organisation means the Union and any employee organisation in accordance with the rules of which the delegate was appointed or elected.

Right of representation

- 47.6 A workplace delegate may represent the industrial interests of eligible employees who wish to be represented by the workplace delegate in matters including:
- (a) consultation about major workplace change;
 - (b) consultation about changes to rosters or hours of work;
 - (c) resolution of disputes;
 - (d) disciplinary processes;
 - (e) enterprise bargaining where the workplace delegate has been appointed as a bargaining representative under section 176 of the Act or is assisting the delegate's organisation with enterprise bargaining; and
 - (f) any process or procedure within an award, enterprise agreement or policy of Sutherland Heart Clinic under which eligible employees are entitled to be represented and which concerns their industrial interests.

Entitlement to reasonable communication

- 47.7 A workplace delegate may communicate with eligible employees for the purpose of representing their industrial interests under clause 47.6. This includes discussing membership of the delegate's organisation and representation with eligible employees.
- 47.8 A workplace delegate may communicate with eligible employees during working hours or work breaks, or before or after work.

Entitlement to reasonable access to the workplace and workplace facilities

- 47.9 Sutherland Heart Clinic must provide a workplace delegate with access to or use of the following workplace facilities:
- (a) a room or area to hold discussions that is fit for purpose, private and accessible by the workplace delegate and eligible employees;
 - (b) a physical or electronic noticeboard;
 - (c) electronic means of communication ordinarily used in the workplace by Sutherland Heart Clinic to communicate with eligible employees and by eligible employees to communicate with each other, including access to Wi-Fi;
 - (d) a lockable filing cabinet or other secure document storage area; and
 - (e) office facilities and equipment including printers, scanners and photocopiers.
- 47.10 Sutherland Heart Clinic is not required to provide access to or use of a workplace facility under clause 47.9 if:
- (a) the workplace does not have the facility;
 - (b) due to operational requirements, it is impractical to provide access to or use of the facility at the time or in the manner it is sought; or
 - (c) Sutherland Heart Clinic does not have access to the facility at the enterprise and is unable to obtain access after taking reasonable steps.

Entitlement to reasonable access to training

47.11 Sutherland Heart Clinic must provide a workplace delegate with access to up to 5 days of paid time during normal working hours for initial training and at least one day each subsequent year to attend training related to representation of the industrial interests of eligible employees, subject to the following conditions:

- (a) In each year commencing 1 July, Sutherland Heart Clinic is not required to provide access to paid time for training to more than two workplace delegates (or more than 1 delegate per 50 eligible employees, whichever is greater).
- (b) The number of eligible employees will be determined on the day a delegate requests paid time to attend training, as the number of eligible employees who are full-time or part-time employees or regular casual employees.
- (c) Payment for a day of paid time during normal working hours is payment of the amount the workplace delegate would have been paid for the hours the workplace delegate would have been rostered or required to work on that day if the delegate had not been absent from work to attend the training.
- (d) The workplace delegate must give Sutherland Heart Clinic not less than 5 weeks' notice (unless Sutherland Heart Clinic and delegate agree to a shorter period of notice) of the dates, subject matter, the daily start and finish times of the training, and the name of the training provider.
- (e) If requested by Sutherland Heart Clinic, the workplace delegate must provide Sutherland Heart Clinic with an outline of the training content.
- (f) Sutherland Heart Clinic must advise the workplace delegate not less than 2 weeks from the day on which the training is scheduled to commence, whether the workplace delegate's access to paid time during normal working hours to attend the training has been approved. Such approval must not be unreasonably withheld.
- (g) The workplace delegate must, within 7 days after the day on which the training ends, provide Sutherland Heart Clinic with evidence that would satisfy a reasonable person of their attendance at the training.

47.12 *Exercise of entitlements under this clause*

47.13 A workplace delegate's entitlements under this clause are subject to the conditions that the workplace delegate must, when exercising those entitlements:

- (a) comply with their duties and obligations as an employee;
- (b) comply with the reasonable policies and procedures of Sutherland Heart Clinic, including reasonable codes of conduct and requirements in relation to occupational health and safety and acceptable use of ICT resources;
- (c) not hinder, obstruct or prevent the normal performance of work; and
- (d) not hinder, obstruct or prevent eligible employees exercising their rights to freedom of association.

47.14 This clause does not require Sutherland Heart Clinic to provide a workplace delegate with access to electronic means of communication in a way that provides individual contact details for eligible employees.

47.15 This clause does not require an eligible employee to be represented by a workplace delegate without the employee's agreement.

NOTE: Under section 350A of the Act, Sutherland Heart Clinic must not:

- (a) unreasonably fail or refuse to deal with a workplace delegate; or
- (b) knowingly or recklessly make a false or misleading representation to a workplace delegate; or
- (c) unreasonably hinder, obstruct or prevent the exercise of the rights of a workplace delegate under the Act or this clause.

48. Union Rights

- 48.1 The Employer supports each employee's right to choose whether to join or not join the ANMF NSW, or any other union, in accordance with the *Fair Work Act 2009*.
- 48.2 As part of onboarding, Sutherland Heart Clinic will provide new employees with:
- (a) information on their rights to freedom of association and union membership; and
 - (b) contact details for the ANMF NSW Branch, including current website and phone number.
- 48.3 Nothing in this Agreement requires an employee to become or remain a member of a union.

49. Nursing Workloads

- 49.1 Sutherland Heart Clinic is committed to ensuring that staffing levels are appropriate, in order to ensure the delivery of high-quality patient care and a safe working environment for nurses.
- 49.2 The parties agree that existing flexibility in respect of staffing will be maintained. Additionally, the parties recognise and agree that the model of operation at Sutherland Heart Clinic is unique and that workloads may vary according to patient presentation and acuity.
- 49.3 Should any nurse in the unit feel the workloads are unreasonably heavy, on a regular basis, then they have a responsibility to discuss their concerns with their Director of Nursing.
- 49.4 The Director of Nursing shall investigate any issue that is raised within 48 hours and provide a response to the issues.
- 49.5 It is the intent of the parties that the issue be initially dealt with as close to the source as possible, with graduated steps for further discussion and resolution at higher authority levels where necessary.
- 49.6 If the matter is not settled with a reasonable period of time, Clause 34, Dispute Resolution will apply.
- 49.7 In determining workloads Sutherland Heart Clinic is entitled to take into account the needs of the workplace including patient care, the unique nature of the operational model and the need to roster employees at short notice in accordance with subclause 10.6 of clause 10, Rosters.

50. Employee Right to Disconnect

- 50.1 Employees under this Agreement are entitled to exercise an employee's right to disconnect under section 333M of the Act.
- (a) Section 333M provides that, unless it is unreasonable to do so, an employee may refuse to monitor, read or respond to contact, or attempted contact, from:
 - (i) their employer outside of the employee's working hours,
 - (ii) a third party if the contact or attempted contact relates to, their work and is outside of the employee's working hours.
 - (b) Section 333M (3) lists matters that must be taken into account in determining whether an employee's refusal is unreasonable.
 - (c) Section 333M (5) provides that an employee's refusal will be unreasonable if the contact or attempted contact is required under a law of the Commonwealth, a State or a Territory.
 - (d) Section 333N provides for the resolution of disputes about whether an employee's refusal is unreasonable and about the operation of section 333M.
 - (e) The general protections in Part 3-1 of the Act prohibit an employer taking adverse action against an employee because of the employee's right to disconnect under section 333M of the Act.
- 50.2 Sutherland Heart Clinic must not directly or indirectly prevent an employee from exercising their right to disconnect under the Act.

- 50.3 This Clause does not prevent Sutherland Heart Clinic from requiring an employee to monitor, read or respond to contact, or attempted contact, from the employer outside of the employee's working hours where:
- (a) the employee is being paid an on-call allowance or has been rostered on-call pursuant to this Agreement; and
 - (b) Sutherland Heart Clinic's contact is to notify the employee that they are required to attend or perform work or give other notice about the on-call.
- 50.4 This Clause does not prevent Sutherland Heart Clinic from contacting, or attempting to contact, an employee outside of the employee's working hours in circumstances including to notify them of:
- (a) an emergency roster change; or
 - (b) a recall to work.

51. Learning and Development

- 51.1 Sutherland Heart Clinic recognises that ongoing learning and development is essential for the maintenance and development to nursing practice. Sutherland Heart Clinic will continue to provide and support training and education opportunities where possible.
- 51.2 The responsibility for staff development is shared between employees and Sutherland Heart Clinic. Employees are expected to participate fully in professional skill development to ensure performance is at a standard consistent with nursing competencies relevant to classification and registration.
- 51.3 The provision of mandatory training and skills updates is a joint responsibility between Sutherland Heart Clinic and employee. Attendance at mandatory training and skills update sessions provided by Sutherland Heart Clinic is the responsibility of the employee.
- 51.4 Professional development shall be identified on an annual basis through the employees' annual performance appraisal.
- 51.5 When an employee is required by Sutherland Heart Clinic to undertake training outside ordinary working hours, the employee will be paid at their ordinary rate of pay for the time spent in training. Where the employee elects to undertake training at home (e.g. e-learning modules) they will be free to do so without pay.

Professional Development Support

- 51.6 Support for professional development activities may be available in the form of either paid time or payment for costs and associated expenses. Applications for professional development support will be considered by the General Manager who will consider:
- (a) the overall cost of the activities;
 - (b) the benefits to the employee; and
 - (c) the benefits to the business.

52. Family and Domestic Violence Leave

- 52.1 Sutherland Heart Clinic recognises that employees sometimes face situations of violence or abuse in their personal life. Sutherland Heart Clinic is committed to providing help and support to staff.
- 52.2 Paid Family and Domestic Violence Leave ("FDV Leave") of up to ten (10) days per annum is available to all employees (including full time, part time and casual employees) in accordance with the NES.

NOTE 1: Information provided to employers concerning an employee's experience of family and domestic violence is sensitive and if mishandled can have adverse consequences for the employee. Sutherland Heart Clinic is subject to confidentiality requirements regarding the handling of this information under

section 106C of the Act and requirements as to what can be reported on pay slips pursuant to regulations 3.47 and 3.48 of the Fair Work Regulations 2009.

NOTE 2: Depending upon the circumstances, evidence that would satisfy a reasonable person of the employee's need to take family and domestic violence leave may include a document issued by the police service, a court or family violence support service, or a statutory declaration.

- 52.3 An employee will also have access to their accrued personal leave and in the event the employee has exhausted their entitlement to FDV Leave and personal leave, further leave may be provided at the absolute discretion of Sutherland Heart Clinic.
- 52.4 In order to provide support to an employee experiencing family violence and to provide a safe work environment to all employees, Sutherland Heart Clinic will approve a request from an employee experiencing family violence providing the request is reasonable in all the circumstances in relation to the following:
- (a) changes to their span of hours or pattern or hours and/or shift patterns;
 - (b) job redesign or changes to duties within their skills and capabilities;
 - (c) relocation to suitable employment within the workplace;
 - (d) a change to their telephone number or email address to avoid harassing contact; and/or
 - (e) any other appropriate measures including those available under existing provisions for family friendly and flexible work arrangement.
- 52.5 An employee experiencing family violence will be offered a referral to the relevant local resources and will be provided access to the Employee Assistance Program (EAP).

53. Community Services Leave

- 53.1 Entitlement to be absent from employment for engaging in eligible community service activity
- (a) An employee who engages in an eligible community service activity is entitled to be absent from their employment for a period if:
 - (i) the period consists of one or more of the following:
 - (A) time when the employee engages in the activity;
 - (B) reasonable travelling time associated with the activity;
 - (C) reasonable rest time immediately following the activity; and
 - (ii) unless the activity is jury service - the employee's absence is reasonable in all the circumstances.
- 53.2 Meaning of eligible community service activity
- (a) Each of the following is an eligible community service activity:
 - (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 (see subclause 44.2(b)); or
 - (iii) an activity prescribed as an eligible community activity by regulations made in accordance with the Fair Work Regulations 2009.
 - (b) An employee engages in a voluntary emergency management activity if, and only if:
 - (i) the employee engages in an activity that involves dealing with an emergency or natural disaster; and
 - (ii) the employee engages in the activity on a voluntary basis (whether or not the employee directly or indirectly takes or agrees to take an honorarium, gratuity or similar payment wholly or partly for engaging in the activity); and

- (iii) the employee is a member of, or has a member-like association with, a recognised emergency management body; and
- (iv) either:
 - (A) the employee was requested by or on behalf of the body to engage in the activity; or
 - (B) no such request was made, but it would be reasonable to expect that, if the circumstances had permitted the making of such a request, it is likely that such a request would have been made.
- (c) A recognised emergency management body is:
 - (i) a body, or part of a body, that has a role or function under a plan that:
 - (A) is for coping with emergencies and/or disasters; and
 - (B) is prepared by the Commonwealth, a State or a Territory; or
 - (ii) a fire-fighting, civil defence or rescue body, or part of such a body; or
 - (iii) any other body, or part of a body, a substantial purpose of which involves:
 - (A) securing the safety of persons or animals in an emergency or natural disaster; or
 - (B) protecting property in an emergency or natural disaster; or
 - (C) otherwise responding to an emergency or natural disaster; or
 - (iv) a body, or part of a body, prescribed by the regulations made in accordance with the Fair Work Act 2009;

but does not include a body that was established, or is continued in existence, for the purpose, or for purposes that include the purpose, of entitling one (1) or more employees to be absent from their employment under this clause.

53.3 Notice and evidence requirements

- (a) An employee who wants an absence from their employment to be covered by this Clause must give Sutherland Heart Clinic notice of the absence.
- (b) The notice:
 - (i) must be given to the employer as soon as practicable (which may be a time after the absence has started); and
 - (ii) must advise the employer of the period, or expected period, of the absence.
- (c) An employee who has given their employer notice of an absence under sub-clause (a) must, if required by Sutherland Heart Clinic, give Sutherland Heart Clinic evidence that would satisfy a reasonable person that the absence is because the employee has been or will be engaging in an eligible community service activity.
- (d) An employee's absence from their employment is not covered by Clause 53 unless the employee complies with sub-clause 53.3.

53.4 Payment to employees (other than casual employees) on jury service

- (a) This section applies if:
 - (i) in accordance with Clause 53, an employee is absent from their employment for a period because of jury service; and
 - (ii) the employee is not a casual employee.
- (b) Subject to 53.4 (c), (d) and (e), the employer must pay the employee at the employee's base rate of pay for the employee's ordinary hours of work in the period.
- (c) Sutherland Heart Clinic may require the employee to give Sutherland Heart Clinic evidence that would satisfy a reasonable person:

- (i) that the employee has taken all necessary steps to obtain any amount of jury service pay to which the employee is entitled; and
 - (ii) of the total amount (even if it is a nil amount) of jury service pay that has been paid, or is payable, to the employee for the period.
- (d) If Sutherland Heart Clinic requires the employee to provide evidence in accordance with 53.4 (c):
 - (i) the employee is not entitled to payment under 53.4 (b) unless the employee provides the evidence; and
 - (ii) if the employee provides the evidence, the amount payable to the employee under 53.4 (b) is reduced by the total amount of jury service pay that has been paid, or is payable, to the employee, as disclosed in the evidence.
- (e) If an employee is absent because of jury service in relation to a particular jury service summons for a period, or a number of periods, of more than ten (10) days in total:
 - (i) Sutherland Heart Clinic is only required to pay the employee for the first ten (10) days of absence; and
 - (ii) the evidence provided in response to a requirement under subsection (c) need only relate to the first ten (10) days of absence; and
 - (iii) the reference in 53.4 (d) to the total amount of jury service pay as disclosed in evidence is a reference to the total amount so disclosed for the first ten (10) days of absence.
- (f) Jury service pay means an amount paid in relation to jury service under a law of the Commonwealth, a State or a Territory, other than an amount that is, or that is in the nature of an expense-related allowance.
- (g) Jury service summons means a summons or other instruction (however described) that requires a person to attend for or perform jury service.

PART B

Table 1 – Monetary Rates

Classification	COLUMN 2 FFPP on or after 1/1/2026 Per hour	COLUMN 3 FFPP on or after 1/1/2027 Per hour
Registered Nurse		
First year of service	\$38.63	\$39.79
Second year of service	\$40.73	\$41.95
Third year of service	\$42.83	\$44.11
Fourth year of service	\$48.72	\$50.19
Fifth year of service	\$51.24	\$52.78
Sixth year of service	\$53.37	\$54.97
Seventh year of service	\$54.56	\$56.19
Eighth year of service	\$55.74	\$57.41
Clinical Nurse Specialist	\$57.92	\$59.65
Clinical Nurse Educator	\$61.76	\$63.61
Clinical Nurse Consultant	\$67.39	\$69.41
Director of Nursing		
Less than 25 beds	\$71.32	\$73.46

Table 2 – Other Rates and Allowances

Item No	Clause No.	Brief Description	FFPP on or after 1/1/2026	FFPP on or after 1/1/2027
1	13.1(a)	In charge of hospital in absence of Director of Nursing	\$39.54	\$40.73
2	13.1(b)	In charge of ward – weekday	\$34.64	\$35.68
3	13.1(c)	In charge of ward – night / weekend	\$12.28	\$12.65
4	13.2(a)(i)	On call – weekday	\$60.90 per 24 hours or part thereof	\$62.73 per 24 hours or part thereof
5	13.2(a)(ii)	On call - on rostered days off	\$66.01 per 24 hours or part thereof	\$67.99 per 24 hours or part thereof
6	13.2(a)(iii)	On call - 6pm Friday to 8am Saturday	\$88.19 per 24 hours or part thereof	\$90.83 per 24 hours or part thereof
7	13.2(a)(iv)	On call per 24 hours - from 8am Saturday or 8am Sunday	\$135.28 per 24 hours or part thereof	\$139.33 per 24 hours or part thereof
8	13.2(a)(v)	On Call – on a Public Holiday	\$168.00 per 24 hours or part thereof	\$173.04 per 24 hours or part thereof
9	13.2(b)	Use of Private Vehicle (cents per km)	ATO rate	ATO rate
10	13.3	Lead apron allowance	\$2.40 per hour	\$2.47 per hour
11	13.4	Nurse Clinician on shift	\$8.84 per shift	\$9.10 per shift
12	13.5	Team Leader on shift	\$55.67 per shift	\$57.34 per shift
13	17.3(a)	Uniforms	\$8.40 per week	\$8.65 per week
14	17.3(a)	Shoes	\$2.68 per week	\$2.76 per week
15	17.3(b)	Stockings	\$4.36 per week	\$4.49 per week
16	17.3(c)	Cardigan or jacket	\$2.54 per week	\$2.62 per week
17	17.3(d)	Laundry	\$5.99 per week	\$6.17 per week
18	17.3(f)	Socks	\$0.87 per week	\$0.90 per week
19	19.10	Meal on overtime	\$25.33	\$26.09

Table 3 – Qualifications Allowance

Item No	Clause No	Qualifications	FFPP on or after 1/1/2026	FFPP on or after 1/1/2027
22	45.5	Post Graduate Certificate	\$45.28 per week	\$46.64 per week
23	45.6	Post Graduate Diploma or Degree	\$68.65 per week	\$70.71 per week
24	45.7	Masters Degree or Doctorate	\$83.24 per week	\$85.74 per week

Note: FFPP means First Full Pay Period

Signed for and on behalf of Sutherland Heart Clinic Pty Ltd (ABN 18 113 866 854)

T. DONAGHY
Name

23/12/25
Date

[Signature]
Signature

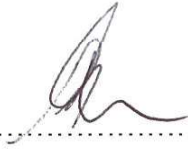
7 TORQUAY ST
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G.M.
Position

Alex Konstandinidis
Witness Name

23/12/2025
Date

[Signature]
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.