DECISION

Fair Work Act 2009
s.185 - Application for approval of a single-enterprise agreement

Epping Surgery Centre Pty Ltd Trading AS Epping Surgery Centre
(AG2026/3071)

EPPING SURGERY CENTRE NURSING EMPLOYEES ENTERPRISE AGREEMENT 2026

Health and welfare services

COMMISSIONER MCKINNON SYDNEY, 5 NOVEMBER 2026

Application for approval of the Epping Surgery Centre Nursing Employees Enterprise Agreement 2026.

[1] Epping Surgery Centre Pty Ltd trading as Epping Surgery Centre has applied for approval of a single enterprise agreement known as the *Epping Surgery Centre Nursing Employees Enterprise Agreement 2026* (the Agreement).

[2] On the papers and having regard to the Statement of Principles,[1] I am satisfied that each of the requirements of ss.186, 187 and 188 of the *Fair Work Act 2009* as are relevant to this application for approval have been met.

[3] The Agreement is approved and will operate from 12 November 2026. The nominal expiry date of the Agreement is 5 November 2029.

[4] The Agreement covers the Australian Nursing and Midwifery Federation.

COMMISSIONER

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[1] *Fair Work (Statement of Principles on Genuine Agreement) Instrument 2023*.

Epping Surgery Centre

Nursing Employees Enterprise Agreement 2026

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2. Name of Agreement

This Agreement is the Epping Surgery Centre Nursing Employees Enterprise Agreement 2026.

3. Coverage

This Agreement will apply to the following parties:

(a) Epping Surgery Centre Pty Ltd, t/a Epping Surgery Centre (**Hospital**) (ABN: 76 106 747 193) of 34 Boronia Avenue, Epping, NSW, 2121; and

(b) Nursing Employees employed by the Hospital who fall within the classification levels listed in Table 1 (**Nurses**).

4. Commencement and Nominal Expiry Date

(a) This Agreement will take effect 7 days after its approval by the Fair Work Commission (**FWC**).

(b) This Agreement has a nominal expiry date of 3 years from the date of its commencement.

(c) This Agreement will continue to operate after its nominal expiry date unless terminated or replaced in accordance with the *Fair Work Act 2009* (Cth)(**Act**).

5. Display of Agreement

A physical copy of this Agreement will be placed in a conspicuous convenient location upon its approval by the FWC to ensure it is easily accessible to all Nurses. An electronic copy will also be made available on the staff Intranet.

6. Objectives

6.1 General Objective

It is the objective of the Parties to this Agreement to implement workplace practices which provide for flexible working arrangements to:

(a) ensure continuous improvement in the efficiency and service quality of the Hospital

(b) enhance skills and job satisfaction; and

(c) assist positively towards ensuring the Hospital continues to be an efficient and effective enterprise.

6.2 Other Objectives

The Parties agree that the objectives of the Agreement are to facilitate:

(a) the satisfaction of its clients' needs by providing services of the highest quality by motivated Nurses who are committed to achieving the highest standards of service quality, continuity and client confidentiality;

(b) the creation of a quality environment which is conducive to a flexible work organisation that is well placed to meet changing client priorities, markets and technologies;

(c) a climate which provides support for individuals to enhance their existing skills and develop a broader range of skills, thereby providing improved job satisfaction and opportunities;

(d) making the Hospital a viable, productive, and enduring business offering secure employment and worthwhile careers for Nurses, where practicable; and

(e) the fostering of an environment in which Nurses care about - and take pride in - their work.

7. Interaction Between the Agreement and Other Instruments and Laws

(a) This Agreement is entered into on the understanding that it does not contravene any aspect of the Act, the National Employment Standards ("**NES**") contained within the Act, or the *Fair Work Regulations 2009* (Cth).

(b) If any term of this Agreement contravenes any of the above, that terms will not apply.

(c) Where this Agreement is silent in whole or in part in relation to any matter covered by any of the above, the relevant legislation will apply.

(d) This Agreement will be read and interpreted in conjunction with the NES. If there is an inconsistency between this Agreement and the NES - and if the NES provides a greater benefit - the NES provision will apply to the extent of the inconsistency.

(e) This is a stand-alone Agreement. The Parties do not intend for it to be read or applied in conjunction with any Modern Awards.

8. Definitions

The following definitions will apply for the purposes of this Agreement:

(a) "**AHPRA**" means the Australian Health Practitioner Regulation Agency.

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

(c) "**Agreement**" means the Epping Surgery Centre Nursing Employees Enterprise Agreement 2026.

(d) **"Board"** means the Nursing and Midwifery Board of Australia, and will also be taken to mean a reference to AHPRA as appropriate/applicable.

(e) **"Clinical Nurse Consultant"** means a Registered Nurse appointed to this position, who has:

(i) at least 5 years' post-basic registration experience; and

(ii) approved post-basic nursing qualifications relevant to the field in which they are appointed; or

(iii) other qualifications or experience deemed appropriate by the Hospital.

(f) "**Clinical Nurse Specialist**" means a Registered Nurse who has:

(i) relevant post-basic qualifications; and

(ii) 12 months' experience working in the clinical area of their specified post-basic qualification; or

(iii) a minimum of four years' post-basic registration experience, including three years' experience in the relevant specialist field and who satisfies the local criteria.

(g) **"Day Worker"** means a Nurse who:

(i) works their ordinary hours from Monday to Friday inclusive; and

(ii) commences work on such days at or after 6.00 am and before midday otherwise than as part of the shift system.

(h) **"Delegate's Organisation"** means the Nurse organisation in accordance with the rules of which a workplace delegate has been appointed or elected.

(i) "**CEO/DoN"** means Chief Executive Officer / Director of Nursing, who is a Registered Nurse registered by the Hospital with NSW Health as the person in charge of the Hospital. There will be only one person classified as CEO/DoN at any time. For the avoidance of doubt, this Agreement does not cover – or apply to – the CEO/DoN.

(j) **"Eligible Nurse"** for the purpose of workplace delegate's rights means members and persons eligible to be members of the delegate's organisation who are employed by the Hospital

(k) "**Enrolled Nurse**" means a Nurse registered by the Board as an Enrolled Nurse.

(l) "**Enrolled Nurse Without Medication Qualification**" means a person registered by the Board as an Enrolled Nurse with the notation *"does not hold a Board approved qualification in medicines administration*".

(m) "**Experience**" means experience before and/or after the commencement of this Agreement whether within New South Wales or elsewhere and, in the case of a trainee Enrolled Nurse or Enrolled Nurse who was formerly a student nurse, includes experience as a student Nurse.

(n) **"FWC"** means the Fair Work Commission.

(o) "**Hospital**" means the facility defined at clause 3(a) above.

(p) "**Immediate family**" means:

(i) a spouse of the Nurse; or

(ii) a de facto partner of the Nurse, which:

(1) means a person who, although not legally married to the Nurse, lives with the Nurse in a relationship as a couple on a genuine domestic basis (regardless of gender); and

(2) includes a former de facto partner of the Nurse (regardless of gender); or

(iii) a child or an adult child (including an adopted child, a stepchild, a foster child or an ex-nuptial child), parent (including a foster parent and/or legal guardian), grandparent, grandchild or sibling of the Nurse or spouse or de facto partner (regardless of gender) of the Nurse; or

(iv) a relative of the Nurse who is a member of the same household, where for the purposes of this paragraph:

(1) "**relative**" means a person related by blood, marriage or affinity;

(2) "**affinity**" means a relationship that, because of marriage, one spouse has to blood relatives of the other; and

(3) "**household**" means a family group living in the same domestic dwelling.

(q) "**Industry of Nursing**" means the industry of persons engaged in New South Wales in the profession or occupation of nursing.

(r) "**LSL Act**" means the *Long Service Leave Act 1955* (NSW).

(s) "**Medical Certificate**" means a certificate signed by a registered health practitioner.

(t) "**NES**" means the National Employment Standards, as contained in the Act.

(u) "**Nurses**" means those Nurses employed by the Hospital who fall within the classification levels listed in Table 1.

(v) "**NUM**" means a Nurse Unit Manager.

(w) "**Quick Shift**" means an evening shift followed by a morning shift.

(x) "**Registered Nurse**" means a person registered by the Board as a Registered Nurse.

(y) "**Service**" and "**Experience**" for the purpose of clause 17 (Pay Rates) means service before or after the commencement of this Agreement in New South Wales or elsewhere as a Registered Nurse or Enrolled Nurse provided that all service recognised prior to the commencement of this Agreement will continue to be recognised.

Service and Experience will also include any actual periods on and from January 1971 during which a Registered Nurse undertook a post-basic course whilst a Nurse of – and providing services within - an institution or day procedure centre, provided the course:

(i) is recognised by the Board; or

(ii) is otherwise acceptable to the Hospital.

(z) "**Shiftworker**" means a worker who is not a day worker as defined and, for the purposes of the additional week of annual leave provided by the NES, is a Nurse who is regularly rostered over seven days of the week and who regularly works on weekends.

(aa) "**Student Enrolled Nurse**" means a person who is being trained to become an Enrolled Nurse at the Hospital.

(bb) "**Workplace Representative**" includes, but is not limited to, a union workplace representative or delegate.

(cc) "**Year of Experience**" for the purpose of determining the year of experience for part-time or casual Nurses will mean 1786 hours of employment.

9. Consultation About Change

9.1 This clause applies if the Hospital:

(a) has made a definite decision to introduce a major change to production, program, organisation, structure or technology relating to the Hospital that is likely to have a significant effect on Nurses; or

(b) proposes to introduce a change to the regular roster or ordinary hours of work of Nurses.

Major Change

9.2 For a major change referred to in subclause 9.1(a):

(a) the Hospital will notify the relevant Nurses of the decision to introduce the major change; and

(b) subclauses 9.3 to 9.9 apply.

9.3 The relevant Nurses may appoint a representative for the purposes of the procedures in this clause.

9.4 If:

(a) a relevant Nurse appoints, or relevant Nurses appoint, a representative for the purposes of consultation; and

(b) the Nurse or Nurses advise the Hospital of the identity of the representative;

the Hospital will recognise the representative.

9.5 As soon as practicable after making its decision, the Hospital will:

(a) discuss with the relevant Nurses:

(i) the introduction of the change; and

(ii) the effect the change is likely to have on the Nurses; and

(iii) measures the Hospital is taking to avert or mitigate the adverse effect of the change on the Nurses;

(b) for the purposes of the discussion, provide to the relevant Nurses in writing:

(i) all relevant information about the change including the nature of the change proposed; and

(ii) information about the expected effects of the change on the Nurses; and

(iii) any other matters likely to affect the Nurses.

9.6 Notwithstanding the above, the Hospital is not required to disclose confidential or commercially sensitive information to the relevant Nurses.

9.7 The Hospital will give prompt and genuine consideration to matters raised about the major change by the relevant Nurses.

9.8 If a term in this Agreement provides for a major change to production, program, organisation, structure or technology relating to the Hospital, the requirements set out in paragraph 9.2(a) and subclauses 9.3 to 9.9 will not apply.

9.9 In this term, a major change is likely to have a significant effect on Nurses if it results in:

(a) the termination of the employment of Nurses; or

(b) major change to the composition, operation or size of the Hospital's workforce or to the skills required of Nurses; or

(c) the elimination or diminution of job opportunities (including opportunities for promotion or tenure); or

(d) the alteration of hours of work; or

(e) the need to retrain Nurses; or

(f) the need to relocate Nurses to another workplace; or

(g) the restructuring of jobs.

Change to Regular Roster or Ordinary Hours of Work

9.10 For a change referred to in paragraph 9.1(b):

(a) the Hospital will notify the relevant Nurses of the proposed change; and

(b) subclauses 9.11 to 9.15 apply.

9.11 The relevant Nurses may appoint a representative for the purposes of the procedures in this clause.

9.12 If:

(a) a relevant Nurse appoints, or relevant Nurses appoint, a representative for the purposes of consultation; and

(b) the Nurse or Nurses advise the Hospital of the identity of the representative;

the Hospital will recognise the representative.

9.13 As soon as practicable after proposing to introduce the change, the Hospital must:

(a) discuss with the relevant Nurses the introduction of the change; and

(b) for the purposes of the discussion, provide to the relevant Nurses:

(i) all relevant information about the change, including the nature of the change; and

(ii) information about what the Hospital reasonably believes will be the effects of the change on the Nurses; and

(iii) information about any other matters that the Hospital reasonably believes are likely to affect the Nurses; and

(iv) invite the relevant Nurses to give their views about the impact of the change, including any impact in relation to their family or caring responsibilities.

9.14 Notwithstanding the above, the Hospital is not required to disclose confidential or commercially sensitive information to the relevant Nurses.

9.15 The Hospital will give prompt and genuine consideration to matters raised about the change by the relevant Nurses.

9.16 In this term, relevant Nurses means the Nurses who may be affected by a major change or a change to the regular roster or ordinary hours.

10. Individual Flexibility Arrangements

10.1 Notwithstanding any other provision of this Agreement, the Hospital and a Nurse may agree to make an Individual Flexibility Arrangement (**IFA**) to vary the effect of terms of the Agreement if:

(a) the IFA deals with one or more of the following matters:

(i) arrangements about when work is performed; and/or

(ii) overtime rates; and/or

(iii) penalty rates; and/or

(iv) allowances; and/or

(v) annual leave loading; and

(b) the IFA meets the genuine needs of the Hospital and Nurse in relation to one or more of the matters mentioned in paragraph 10.1(a); and

(c) the IFA is genuinely agreed to by the Hospital and the Nurse.

10.2 The Hospital must ensure that the terms of the IFA are:

(a) about permitted matters under section 172 of the Act; and

(b) are not unlawful terms under section 194 of the Act; and

(c) result in the Nurse being better off overall than the Nurse would be if no IFA was made.

10.3 The Hospital must ensure that the IFA:

(a) is in writing; and

(b) includes the name of the Hospital and Nurse; and

(c) is signed by the Hospital and Nurse and, if the Nurse is under 18 years of age, signed by a parent or guardian of the Nurse; and

(d) includes details of:

(i) the clause or clauses of the Agreement that will be varied by the IFA; and

(ii) how the IFA will vary the effect of the clause or clauses; and

(iii) how the Nurse will be better off overall in relation to the terms and conditions of their employment as a result of the IFA; and

(iv) the day on which the IFA commences.

10.4 If the Hospital initiates the making of the IFA:

(a) the Hospital will provide a written proposal to the Nurse; and

(b) if the Hospital is aware – or should reasonably be aware - that the Nurse may have a limited understanding of English, the Hospital will take reasonable steps to ensure the Nurse understands the IFA proposal. Those steps will include providing a translation of the IFA proposal in the relevant language.

10.5 The Hospital must give the Nurse a copy of the IFA within 14 days after it is agreed.

10.6 The Hospital or Nurse may terminate an IFA:

(a) by giving no more than 28 days written notice to the other party to the IFA; or

(b) if the Hospital and the Nurse agree in writing, at any time.

10.7 Nurses may also be entitled to request "*flexible working arrangements*" in accordance with the NES.

11. Workforce Flexibility

11.1 The Hospital may direct a Nurse to carry out duties within the Hospital which are within the limits of the Nurse's skill, competence and training. Those duties may include work which is incidental or peripheral to the Nurse's main tasks provided that the duties are not designed to promote deskilling.

11.2 The Hospital may direct a Nurse to use tools and equipment as may be required, provided that the Nurse has been properly trained in the use of those tools and equipment.

11.3 Any direction issued by the Hospital pursuant to clauses 11.1 and 11.2 will be consistent with the Hospital's responsibilities to provide a safe and healthy working environment for Nurses and the Hospital's duty of care to patients.

12. Hours of Work

12.1 The ordinary hours of work for day workers, exclusive of meal times, will be 152 hours per 28 calendar days. These hours will be worked from Monday to Friday inclusive, and will commence at or after 6.00am and before midday.

12.2 The Hospital does not require Nurses to work night duty or to be available on call (except during meal breaks, in accordance with clause 12.14 below).

12.3 A Nurse cannot be required or requested to work:

(a) more than 38 hours per week, plus reasonable additional hours; or

(b) if the Nurse and Hospital agree in writing, an average of 38 hours per week over a period of up to 12 months and reasonable additional hours.

12.4 The ordinary hours of work for shift workers, exclusive of meal times, will not exceed an average of 38 hours per week in each roster cycle.

12.5 The hours of work prescribed in clauses 12.3 and 12.4 will, where possible, be arranged so that in each roster cycle of 28 calendar days each Nurse will not work their ordinary hours or work on more than nineteen days in that cycle.

12.6 Notwithstanding clause 12.5 Nurses may, with the agreement of the Hospital, work:

(a) shifts of less than 8 hours each over 20 days in each cycle of 28 days; or

(b) a 9.5 day fortnight instead of the 19-day month. The arrangement must be requested by a Nurse in writing.

12.7 Each shift will consist of no more than 10 hours unless rostered in accordance with subclause 12.22. Nurses will be allowed a rest break of 10 hours between the completion of one ordinary shift and the commencement of another shift.

12.8 A Nurse will not work more than 5 consecutive shifts unless the Nurse requests otherwise and the CEO/DoN agrees.

12.9 A Nurse will not work more than 2 Quick Shifts in any period of seven (7) days.

12.10 The Hospital will determine when Nurses take their additional days off duty as provided by clauses 12.5 and 12.6 (as a consequence of the implementation of the 38 hour week). Where necessary, the Hospital will consult with the affected Nurses to ascertain the Nurses' preferences and will take any preferences into account when arriving at a decision. Where practicable, additional days off duty will be consecutive with the rostered days off duty as provided in clause 12.17.

12.11 Once set, the additional days off may not be changed except in accordance with the provisions of Clause 15 (Rosters).

12.12 Where the Hospital's decision (in accordance with clauses 12.5 and 12.6 of this clause) is that a Nurse's additional days off be accumulated, no more than 6 days may be accumulated in any 1 year of employment. By mutual agreement, this may be extended to no more than 12 days at any one time.

12.13 Except for breaks for meals, the hours of duty each day will be continuous. However, in the case of permanent part-time Nurses, the Hospital will consult with Nurses regarding the exemption from this provision - and from clause 12.7 with regard to the span of hours only - to enable an additional break of no more than 4 hours. In any event, the span of hours will not exceed 12 hours.

12.14 Each Nurse will be allowed a break of 30 minutes for each meal occurring on duty. Where practicable, Nurses will not be required to work more than 5 hours without a meal break. However, where practicable, a Nurse engaged to work for 5 or fewer hours on any one shift may elect not to take a meal break without penalty to the Hospital. The term "*where practicable*" includes regard being given to the service requirements of the Hospital. Where a Nurse is directed to remain on duty or be available during a meal break, they will be paid overtime until they are either released from duty or the meal break is taken.

12.15 Two separate ten-minute intervals (in addition to meal breaks) will be allowed to each Nurse on duty during each ordinary shift of up to 10 hours. Subject to agreement between the Hospital and the Nurse, these intervals may instead be taken as:

(a) one 20 minute interval; or

(b) one 10 minute interval, with the Nurse allowed to proceed off duty 10 minutes before the completion of the normal shift finishing time.

These interval(s) will count as working time.

12.16 Where a Nurse is required to change into a uniform or a specified type of garment at the Hospital's premises, they will be allowed 10 minutes for changing. This time will be counted as paid working time.

12.17 Each Nurse will be free from duty for not less than:

(a) 2 full days in each week; or

(b) 4 full days in each fortnight; or

(c) 8 full days in each twenty-eight (28) day cycle.

No duties will be performed by a Nurse on any free days except for overtime.

12.18 Where practicable, days off will be consecutive. However, a Nurse may request that they be given free from duty time in 1 or more periods, but no period will be less than 1 full day.

12.19 For the purpose of clauses 12.17 and 12.18, "*full day*" means from midnight to midnight or from midday to midday.

12.20 The Hospital will not alter the period over which the ordinary hours of work of Nurses are balanced except by giving 1 months' notice to Nurses and their workplace representatives (if any).

12.21 The provisions of clauses 12.17, 12.18, and 12.22(a) will not apply if the Nurse is required to perform duty to enable nursing services at the Hospital to be carried on or where another Nurse is absent from duty on account of illness, or in an emergency.

12.22 The following rules will apply to 12 hour shifts:

(a) the span of hours must not exceed 12.5 hours;

(b) there must be a minimum break of 11.5 hours rostered between each 12 hour shift;

(c) Nurses must be allowed either two 30 minute or one 60 minute meal break. In addition to the meal breaks, Nurses must be allowed either two 10 minute tea breaks or one 20 minute paid tea break;

(d) a Nurse cannot work more than 3 consecutive 12 hours shifts each week, or six 12 hours shift a fortnight. This provision does not apply to casual Nurses;

(e) rostered 12 hour shifts will occur in accordance with the needs of the Hospital and Nurses;

(f) preference to work a 12 hour shift will be given to those Nurses who request this shift, and a Nurse may change this preference at any time; and

(g) in the event of extreme and unforeseen circumstances, the Hospital may request a Nurse work a 12 hour shift. However, the Nurse may refuse to work unreasonable additional hours.

13. Staffing and Workload Management Principles

Workload Management

13.1 If a Nurse believes they have an unreasonable or excessive workload on a regular basis:

(a) the Nurse should attempt to resolve the matter with the CEO/DoN in the first instance with written evidence of the issues;

(b) the CEO/DoN will respond in writing to the Nurse in a reasonable timeframe based on the written evidence provided; and

(c) if the matter remains unresolved, the Nurse may seek to resolve the matter using the steps outlined in Clause 43 (Resolution of Disputes). A Nurse may appoint another person, organisation, or association to accompany or represent them in relation to the dispute.

13.2 The Hospital will ensure that responses to concerns raised by a Nurse enable a better understanding of the Hospital's staffing practices, and will include data relating to staffing and activity as necessary.

13.3 Staffing and workloads will be a regular agenda item at staff meetings.

Staffing Principles - General

13.4 The following principles apply when determining or allocating a reasonable workload for a Nurse:

(a) Workload assessment will take into account measured demand by way of clinical assessment, including skill mix, specialisation where relevant, and geographical and other local requirements/resources.

(b) The work performed by the Nurse will be able to be satisfactorily completed within the ordinary hours of work assigned to the Nurse in their roster cycle. Nurses will be allowed to take their meal breaks.

(c) The work will be consistent with the duties within the Nurse's classification description and at a professional standard so that the care provided - or about to be provided - to a patient or client will be adequate, appropriate and not adversely affect the rights or health or safety of the patient, client, or Nurse.

(d) The workload expected of a Nurse will not be unfair or unreasonable having regard to the skills, experience, and classification of the Nurse for the period in which the workload is allocated.

(e) An Nurse will not be allocated an unreasonable or excessive nursing workload or other responsibilities except in emergency or extraordinary circumstances of an urgent nature.

(f) A Nurse will not be required to work an unreasonable amount of overtime.

(g) A Nurse's workload will not prevent reasonable and practicable access to '*in-house*' courses or activities, or mandatory training and education.

Staffing Principles – Replacement of Staff

13.5 The following principles apply when replacing employees:

(a) When an unplanned absence occurs (for example, due to an unexpected personal leave), the CEO/DoN (or their nominated person) will immediately review the roster to determine the effect of that absence on workload. The default position, if possible, is to fill the absence with a Nurse of the same classification as the absent Nurse.

(b) If the avenues to backfill the absence with a Nurse of the same classification are exhausted – and if the only remaining option is to backfill the absence with a Nurse of a lower classification – the CEO/DoN (or their nominated person) will, where possible, consider how the functions performed by a Nurse in the ward/unit concerned can be safely and appropriately performed by a Nurse of another nursing classification

(c) It may then be possible to backfill with a Nurse of a lower classification.

14. Banking of Hours

14.1 A full-time or part-time Nurse may, by an agreement made daily, weekly or fortnightly with their NUM or CEO/DoN:

(a) work fewer 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:

(i) take time off in lieu of payment, or

(ii) set off the additional hours worked against any owing under clause 14.1(a).

14.2 A Nurse who works fewer than their rostered or contracted hours will be paid as if those hours had been worked during the relevant period, including payment for any weekend or shift penalties that would otherwise have been due for the time not worked.

14.3 A Nurse who works more than their rostered or contracted hours will not receive payment for any weekend or shift penalties that would otherwise have been due for that extra time worked.

14.4 Time debited or credited under these arrangements will all be at ordinary time, i.e. an hour for an hour.

14.5 A Nurse may not have more than 30 hours in debit or credit at any point in time.

14.6 Nurses who have hours in debit must be given first option to work additional hours prior to the use of casual Nurses.

14.7 The Hospital must keep detailed records of all hours credited and debited to Nurses under these arrangements. Nurses must have full access to these records.

14.8 On termination of employment, the Hospital will pay the Nurse for all hours in credit and may deduct from termination pay the value of any hours in debit.

14.9 Either party will have the right to terminate an agreement under this clause with 2 weeks' notice.

15. Rosters

15.1 The ordinary hours of work for each Nurse, other than casual Nurses and the CEO/DoN, will be displayed on a roster in a place conveniently accessible to Nurses.

15.2 Subject to clause 15.3 below, the roster will, where practicable, be displayed at least two weeks prior - but not less than one week prior - to the date of the first working period in the roster.

15.3 For permanent part-time Nurses whose hours are balanced over 4 weeks, the roster will, where practicable - be displayed at least 4 weeks prior – but not less than 1 week prior - to the date of the first working period in the roster.

15.4 Notwithstanding the above, a roster may be altered at any time to enable the Hospital's Nursing services to be carried on where another Nurse is absent from duty due to illness or in an emergency. If the alteration requires a Nurse to work on a day they would otherwise have been off work, the Hospital and that Nurse will agree on another day to be taken off work in lieu.

15.5 Prior to the date of the changed shift, the roster change will be notified to the Nurse concerned either verbally or in writing.

15.6 A Nurse may change their roster at short notice for any reasonable reason with the agreement of the CEO/DoN.

15.7 The Hospital may change a Nurse's roster at short notice for any reasonable reason - including unexpected situations and unforeseen fluctuations in patient dependency - with the Nurse's agreement.

15.8 Where a Nurse is entitled to an additional day off duty in accordance with Clause 12, that day will be recorded in that Nurse's roster.

15.9 All rosters will be retained for at least 6 years.

16. Pay Rates

16.1 The minimum pay rates for Nurses are set out in Table 1. The parties have agreed that the following rate increases will apply during the life of this Agreement:

(a) 3.5% from the first full pay period on or after 1 January 2025;

(b) 3.0% from the first full pay period on or after 1 January 2026;

(c) 3.0% from the first full pay period on or after 1 January 2027;

(d) 3.0% from the first full pay period on or after 1 January 2028; and

(e) 3.0% from the first full pay period on or after 1 January 2029.

These increases are all reflected in Table 1.

16.2 Where a Nurse receives a payrate which is higher than their otherwise applicable pay rate in Table 1, the Nurse will maintain their existing above Agreement wage and will not be disadvantaged. That Nurse's rate will not fall below their otherwise applicable pay rate in Table 1.

16.3 Nurses will also be paid the other rates and allowances set out in Table 2 when applicable. These rates and allowances also rise each year in line with the above-described increases to pay salaries.

16.4 An EN and EN without Medication - 1st Year will not progress to:

(a) EN 2nd year until they have completed 12 months' service at the 1st year rate (or, for part-time or casual Nurses, 1786 hours); and

(b) EN 3rd year until completion of a further 12 months' service at the 2nd year rate (or, for part-time or casual Nurses, a further 1786 hours);

and so on throughout the scale.

16.5 The wage increases in this Agreement are inclusive of any wage increase, determination, or award made by the FWC or any other authorised tribunal or commission during the life of this Agreement. Any increases in the Award rates of pay will be absorbed into the wage rates paid under this Agreement. Should the application of any increases awarded by the FWC result in pay rates which are higher than those in this Agreement, those higher pay rates will be applied in lieu of the above increases from the date specified by the FWC.

17. Recognition of Service and Experience

17.1 The Hospital will notify each Nurse in writing of the requirements of this clause at the time of their commencement. If the Hospital does not notify a Nurse about this clause

upon their commencement, the requirements of this clause will not take effect until that notification has been given by the Hospital.

17.2 A Nurse will have 3 months from their commencement date to provide documentary evidence detailing any other Service or Experience not otherwise disclosed at the time of commencement. A statutory declaration will be accepted in the absence of any other documentary evidence.

17.3 Unless and until a Nurse provides the additional documentary evidence, they will be paid the rate for the classification level commensurate with the documentary evidence they have provided to the Hospital.

17.4 If a Nurse:

(a) provides further documentary evidence within 3 months of their commencement, the Hospital will backpay the Nurse at the applicable higher classification level rate to their date of commencement; or

(b) provides further documentary evidence more than 3 months after their commencement, the Hospital will begin paying the Nurse at the applicable higher classification level rate from the date the further documentary evidence is provided only.

17.5 A Nurse who works as a Nurse for more than one organisation will notify the Hospital within 1 month of the end of each quarter of their hours of Service or Experience worked with those other Hospitals in that last quarter.

17.6 A Nurse entitled to progress to the next year of Service or Experience (by reason of hours worked with other organisations) from a particular date must provide documentary evidence of that entitlement. If:

(a) the documentary evidence is provided to the Hospital within 3 months of that entitlement arising, the Hospital will backpay the Nurse at the applicable higher classification rate to the date they became entitled to progress; or

(b) the documentary evidence is provided to the Hospital more than 3 months after the entitlement arose, the Hospital will begin paying the Nurse at the applicable higher classification level rate from the date the further documentary evidence is provided only.

18 In-Charge Allowance and On-Call During Meal Break Allowance

18.1 An RN placed in charge of the Hospital in the absence of the NUM and CEO/DoN will, while in charge for a period of 3 or fewer days, be paid the applicable amount set out in Table 2 in addition to their appropriate salary.

18.2 Subject to clause 18.3, a Nurse who is directed to remain on call during a meal break will be paid the applicable amount set out in Table 2.

18.3 The allowance described in clause 18.2 will not be payable if, during the 24 hour period including the time on-call, the Nurse was entitled to receive the allowance provided in clause 18.1.

19 Qualifications Allowance

19.4 A Nurse who is employed in the classification of an RN, EN, or EN without Medication and who holds a qualification in a clinical field in addition to the qualification leading to registration, will be paid a qualification allowance, subject to the following conditions:

(a) a Nurse holding more than 1 relevant qualification is only entitled to 1 allowance, being the allowance of the highest monetary value;

(b) a Nurse claiming a qualification allowance must provide evidence to the Hospital that they hold that qualification; and

(c) -if the Nurse is part time or a casual, the allowance will be paid on a daily basis of 1/5 the weekly rate for each day worked.

19.5 Subject to clause 19.1, the applicable allowances are as follows:

(a) a Nurse who holds a post-registration hospital certificate as recognised by the Hospital, and which is relevant to the Nurse's current role at the Hospital, will be paid the applicable allowance set out in Table 2;

(b) a Nurse who holds a post-graduate certificate or post-graduate diploma as recognised by the Hospital, and which is relevant to the Nurse's current role at the Hospital, will be paid the applicable allowance set out in Table 2;

(c) a Nurse who holds a masters degree or a doctorate will be paid the applicable allowance set out in Table 2; and

(d) an Enrolled Nurse who holds an Advanced Diploma of Nursing (Enrolled/Division 2 Nursing) qualification will be paid the applicable allowance set out in Table 2.

19.3 The above allowances are not included in the Nurse's ordinary rate of pay.

19.4 The above allowances are not payable during periods of annual leave taken by the Nurse.

20 Penalty Rates for Shift Work and Weekend Work

Weekend Work

20.1 Nurses are not normally required by the Hospital to work on weekends. If they are requested to work on weekends, the following penalty will apply (plus any casual loading, where applicable):

(a) 50% for all ordinary time worked between midnight Friday and midnight Saturday;

(b) 75% for all ordinary time worked between midnight Saturday and midnight Sunday.

20.2 Nurses will not be compelled to work on weekends.

20.3 For the avoidance of doubt, the above penalty rates will be calculated for casuals using the "*compounding method*". This means the penalty rate will be paid on the total amount comprised of the base hourly rate and the casual loading added together.

Shift Work

20.4 Subject to clause 20.5, Nurses working an afternoon shift will be paid the following percentages in addition to the ordinary rate for those shifts

(a) Afternoon shift commencing at or after midday and before 1.00pm: 10%; and

(b) Afternoon shift commencing at or after 1.00pm and before 4.00pm: 12.5%.

20.5 A Nurse who work fewer than 38 hours per week will only be entitled to the additional rates provided in clause 20.4 when their shifts finish after 6.00 pm.

20.6 "*Ordinary rate*" and "*ordinary time*" will not include any percentage addition by reason of the fact that a Nurse works fewer than 38 hours per week, but will include amounts payable under clause 16 (Pay Rates); and clause 18.2 (Allowances).

20.7 For the purposes of this clause, the following definitions will apply:

(a) "**Day Shift**" means a shift which commences at or after 6.00am and before midday.

(b) "**Afternoon shift**" means a shift which commences at or after midday and before 4.00pm.

20.8 The additional payments provided by this clause will not form part of a Nurse's ordinary pay for the purposes of this Agreement, except as provided in Clause 28 (Annual Leave).

21 Fares and Expenses

21.4 A Nurse required to travel in the performance of duty will be paid all reasonable out of pocket expenses (including fares).

21.2 A Nurse who claims reimbursement of fares pursuant to this clause will, upon request, provide the Hospital with satisfactory evidence that they have not received reimbursement of those fares from another organisation.

21.3 The amount of reimbursement for a Nurse's use of their own vehicle in the performance of duty at the Hospital's instruction is $1.01 per kilometre. This reimbursement rate will rise each year in line with the increases to pay rates.

22 Uniforms

22.4 Scrubs and scrub jackets will be provided by the Hospital to Nurses free of charge.

22.2 A Nurse who has been issued a new uniform or part of a uniform who, without good reason, fails to return the last supplied relevant article will not be entitled to have that article replaced without payment at a reasonable price.

22.3 A Nurse ending employment at the Hospital will return any uniform articles supplied by the Hospital still in use immediately prior to their departure.

23 Higher Duties

23.4 Subject to clause 23.2, a Nurse who is required:

(a) to relieve a Nurse in a higher classification; or

(b) to act in a vacant position of a higher classification;

will be paid the minimum amount payable for that higher classification level while performing those higher duties.

23.5 The provisions of subclause 23.1 will not apply:

(a) if the Nurse being relieved is absent from duty for a period of 3 or fewer consecutive working days which have been rostered in advance, except where the duties of the higher position involve being in charge of the Hospital during the period in question; or

(b) if the CEO/DoN is absent from duty for a period of 3 or fewer working days.

24 Overtime

24.4 Subject to subclause 24.2, the Hospital may require a Nurse to work reasonable overtime.

24.2 A Nurse may refuse to work overtime if working the overtime would result in the Nurse working unreasonable hours.

24.3 For the purposes of subclauses 24.4 and 24.2, what is "*unreasonable*" will be determined having regard to:

(a) the risk to the Nurse's health and safety;

(b) the Nurse's personal circumstances, including any family and carer responsibilities;

(c) the needs of the Hospital;

(d) the notice (if any) given by the Hospital of the overtime and by the Nurse of their intention to refuse it; and

(e) any other relevant matter.

24.4 Subject to clause 24.1:

(a) all time worked by permanent Nurses in excess of 10 hours per day (or 12 hours per day where specified and mutually agreed in advance) will be overtime and will be paid for at the rate of:

(i) time and one half for the first 2 hours and then double time from Monday to Saturday inclusive; or

(ii) double time on Sundays;

in respect of each overtime shift worked, or in respect of overtime worked prior to or at the conclusion of a normal shift.

(b) all time worked by casual nurses in excess of the ordinary hours on any day or shift prescribed in clause 12 is paid as follows:

(i) Monday to Saturday (inclusive): 150% of the casual hourly rate for the first 2 hours and then at 200%; and

(ii) Sunday: 200% of the casual hourly rate.

24.5 Notwithstanding clause 24.4, a Nurse who agrees to work a 12 hour shift in accordance with clause 12.22 (Hours of Work) will not be entitled to overtime after working in excess of 10 hours. For that Nurse, overtime will apply to all hours worked in excess of 12 hours at the rate of double time.

24.6 Nurses will not be recalled to work overtime after leaving the Hospital's premises.

24.7 A Nurse who is required to work overtime following the completion of their normal shift for more than 2 hours will be allowed 20 minutes for the taking of a meal and a further 20 minutes after each subsequent 4 hours' overtime. These breaks will be counted as paid working time.

24.8 The meal referred to in subclauses 24.7 will be provided to the Nurse by the Hospital free of charge. If the Hospital is unable to provide the meals, the Hospital will pay the Nurse the applicable allowance set out in Table 2.

24.9 If a Nurse is required to work an overtime shift on their rostered day off, the appropriate meal breaks for that shift, as provided by clause 12 (Hours of Work) will apply.

24.10 If a Nurse is recalled to duty during a meal break, they will be paid at overtime rates for the total period of the meal break.

24.11 A Nurse who works:

(a) so much overtime 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 between these times; or

(b) a 12 hour shift as per clause 12.22; or

(c) on a Saturday, a Sunday, or a holiday, not being ordinary working days, or

(d) on a rostered day off without having had 10 consecutive hours off duty in the twenty-four hours preceding their next day or shift;

will, subject to this subclause, be released after finishing that overtime until they have had 10 consecutive hours off duty without loss of pay for ordinary working time occurring during such absence.

24.12 If on the instruction of the Hospital a Nurse resumes or continues to work without having had 10 consecutive hours off duty, they will:

(a) be paid at double time of the appropriate rate applicable on that day until they are released from duty for 10 hours; and

(b) then will be entitled to be absent until they have had 10 consecutive hours off duty without loss of pay for ordinary working time occurring during their absence.

24.13 Instead of receiving payment for overtime in accordance with this clause, Nurses 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 6 months of it being accrued at the appropriate overtime rate.

(b) Where it is not possible for a Nurse to take the time off in lieu of overtime within the 6 month period, it will be paid out at the appropriate overtime rate based on the Nurse's rate of pay 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 the Hospital.

25. Payment and Particulars of Wages

25.1 Wages will be paid by electronic transfer into the Nurse's nominated financial institution account at the end of each weekly or fortnightly pay period. Hard or soft copy pay slips will be issued at the same time.

25.2 Whenever practicable, payments will be available for withdrawal by Nurses on the designated pay day, except when the ordinary pay day falls on a public holiday. If the ordinary pay day falls on a public holiday, the Hospital will use its best endeavours to process payments on the preceding business day.

25.3 Any other form of payment will be at the discretion of the Hospital and by agreement with the Nurse.

25.4 Notwithstanding the provisions of subclause 25.1, a Nurse:

(a) who has given - or who has been given - the required notice of termination of employment in accordance with clause 40, will be paid all monies due to them prior to the completion of their last day of employment.

(b) who has been summarily dismissed will be paid all monies due to them as soon as possible after their termination and, in all cases, within 3 business days.

26. Part-Time Nurses

26.1 A permanent part-time Nurse is a Nurse who is permanently appointed by the Hospital to work a specified number of hours, which will be less than full-time hours.

26.2 Unless otherwise agreed between a Nurse and the Hospital, a permanent part-time Nurse will be engaged for a minimum of 4 hours per engagement.

26.3 By agreement between a Nurse and the Hospital, the specified number of hours may be balanced over a week, fortnight, and/or 4 weekly period, provided:

(a) that the average weekly hours will be deemed to be the specified number of hours for the purposes of accrual of annual leave, long service leave, and personal/carer's leave; and

(b) there will be no interruption to the continuity of employment merely by reason of a Nurse working on a "*week on, week off*" basis in accordance with this subclause.

26.4 Permanent part-time Nurses will be paid an hourly rate calculated on the basis of:

(a) one thirty-eighth of the appropriate rate provided by clause 16 (Pay Rates); and

(b) where applicable, one thirty-eighth of the appropriate allowance or allowances provided by clause 18 (In-Charge and On-Call During Break Allowances).

26.5 Permanent part-time Nurses will not be entitled to an additional day or part-day off as provided by clause 12.6.

26.6 Permanent part-time Nurses accrue entitlements on a pro-rata basis in accordance with their contracted ordinary hours of work as compared to full-time hours.

26.7 If a Nurse is regularly working more than their specified contracted hours, they may request their contracted hours be reviewed by the CEO/DoN. The CEO/DoN will formally respond to the request and confirm whether or not a variation to the contracted hours is agreed. A Nurse's request will not be unreasonably refused.

27. Casual Nurses

27.1 A casual Nurse is a Nurse whose employment meets the definition of a "*casual employee*" in section 15A of the Act.

27.2 Unless otherwise agreed between a Nurse and the Hospital, a casual Nurse will be engaged for a minimum of 4 hours per engagement.

27.3 A casual Nurse will be paid an hourly rate calculated on the basis of:

(a) one thirty-eighth of the appropriate rate provided by clause 17 (Pay Rates), plus a 25% casual loading; and

(b) where applicable, one thirty-eighth of the appropriate allowance or allowances provided by clause 18 (In-Charge and On-Call During Break Allowances).

27.4 With the exception of weekend penalty rates (see clause 20.3 above), a casual Nurse 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.

27.5 The following clauses of this Agreement do not apply to casual Nurses:

(a) clause 28 (Annual Leave).
(b) clause 12.6 (Hours of Work)
(c) clause 15 (Rosters); and
(d) clause 21 (Fares and Expenses).

27.6 Casual Nurses are entitled to accrue long service leave in accordance with the *Long Service Leave Act 1955* (NSW).

27.7 Casual Nurses may have an entitlement to conversion to permanent employment in accordance with the Employee Choice Pathway contained in the NES. Conversion from casual to permanent employment will be in accordance with those provisions in the NES.

28. Annual Leave

Accrual of Annual Leave

28.1 Permanent Nurses are entitled to annual leave in accordance with the NES. This clause contains additional provisions.

28.2 All permanent full-time Nurses, other than shiftworkers, accrue 5 weeks' paid annual leave per year. Permanent part-time Nurses accrue annual leave on a pro-rata basis.

28.3 Permanent full-time Nurses who are Shiftworkers accrue 1 additional week of annual leave per year. Permanent part-time Nurses who are Shiftworkers accrue this additional annual leave on a pro-rata basis.

28.4 Annual leave accrues progressively during each year of service according to the Nurse's ordinary hours of work.

28.5 Unused annual leave rolls over from year to year.

Payment for Annual Leave

28.6 A Nurse will be paid their base rate of pay for their ordinary hours while on annual leave.

28.7 A Nurse taking annual leave may choose to be paid:

(a) prior to commencing annual leave; or
(b) through their normal pay cycle.

28.8 Once annual leave has commenced, the Nurse's payment choice can only be changed with the Hospital's agreement.

28.9 Any accrued and unused annual leave will be paid out to a Nurse when their employment with the Hospital ends.

28.10 Annual leave loading will, if applicable, be paid in accordance with clause 31 (Annual Leave Loading).

Taking Annual Leave

28.11 A Nurse wanting to take annual leave will make their request in writing as far as possible in advance of the proposed period of leave.

28.12 A Nurse may take annual leave if:

(a) they have the required amount of annual leave accrued; and
(b) the Hospital approves the Nurse's request to take annual leave.

28.13 In considering a Nurse's request to take annual leave, consideration will be given to the Hospital's operational requirements. However, the Hospital will not unreasonably refuse or revoke approval for an application for annual leave.

Cashing out of Annual Leave

28.14 Annual leave credited to a Nurse may be cashed out by agreement, subject to the following conditions (in addition to those contained in section 93 of the Act):

(a) paid annual leave must not be cashed out if the cashing out would result in the Nurse's remaining accrued paid annual leave being less than 4 weeks; and

(b) each cashing out of a particular amount of paid annual leave must be by a separate agreement in writing between the Hospital and the Nurse; and

(c) the Nurse must be paid at least the full amount that would have been payable to the Nurse had the Nurse taken the leave that is being cashed out.

Leave without Pay

28.15 A Nurse may request to take leave without pay (**LWOP**).

28.16 LWOP may be approved by the Hospital when:

(a) the Nurse has no annual leave and/or
(b) during an annual closedown of the Hospital.

28.17 In considering a Nurse's request to take LWOP, consideration will be given to the Hospital's operational requirements and the Nurse's individual circumstances.

28.18 Periods of LWOP which are less than 12 months' in duration:

(a) will not break a Nurse's period continuous service; but

(b) will not count as service.

Annual Leave and Service

28.19 A period of annual leave does not break a Nurse's continuity of service and counts as service for all purposes.

Purchased Additional Leave (PAL)

28.20 The Hospital may offer permanent Nurses the opportunity to "purchase" an additional 1 week of leave each year in exchange for a proportional reduction in their salary over 12 months within in each financial year.

28.21PAL is treated as unpaid leave when taken by a Nurse.

28.22 A Nurse wanting to purchase additional leave must enter into a written agreement with the Hospital which will include:

(a) an election at the beginning of each financial year (i.e. at 1 July each year);

(b) agreement that the Nurse's salary will be reduced by 1.92% for the period of the agreement; and

(c) authority for the Hospital to withhold an amount of money from any monies owing to the Hospital for PAL taken but not accrued by the final pay within that financial year or upon termination of employment.

28.23 Accrued annual leave entitlements must be exhausted before a Nurse's PAL can be accessed.

28.24 All PAL must be used within each financial year (i.e. by 30 June each year). If any PAL is not used by the final pay within the financial year - or the Nurse wishes to end the arrangement - the foregone salary (if any) will be re-credited and paid to the Nurse.

28.25 Superannuation entitlements will be calculated on the pre-reduction salary.

28.26 Annual leave loading does not apply to PAL.

29. Public Holidays

29.1 The Hospital does not operate on public holidays, and no Nurses will be required to work on public holidays

29.2 Nurses are entitled to be absent on public holidays without loss of pay, in accordance with the NES.

30. Annual Leave Loading

30.1 Nurses will be entitled to whichever is the greater of either:

(a) an annual leave loading of 17.5% of the appropriate weekly rate of pay; or

(b) the shift allowances and weekend penalties as set out in clause 30.2;

on 4 weeks of annual leave per year.

30.2 A shift worker on annual leave will be paid their ordinary pay plus shift allowances and weekend penalties relating to ordinary time that the shift worker would have worked if the Nurse had not been on annual leave. However, shift allowances and weekend penalties will not be payable for public holidays which occur during a period of annual leave or for days which have been added to annual leave in accordance with clause 28 (Annual Leave).

30.3 No loading is payable on annual leave that is taken wholly or partly in advance of its accrual. However, if a Nurse who has taken annual leave in advance continues employment with the Hospital until their next anniversary date, the applicable loading will then become payable to the Nurse.

30.4 Annual leave loading is payable on all accrued and unused annual leave which is paid out to a Nurse upon the conclusion of their employment by the Hospital.

31. Personal/Carer's Leave

31.1 Personal/carer's leave is provided for in the NES.

31.2 Casual Nurses are not entitled to paid Personal/Carer's Leave, but are entitled to unpaid carer's leave in accordance with the NES.

Meaning of Personal/Carer's Leave

31.3 Paid personal leave (that is, sick leave) may be taken by a permanent Nurse when they are ill or injured and unfit for work.

31.4 Carer's leave may be taken by any Nurse when they are required to care for a member of their immediate family or household who requires that care or support because they are ill, or injured, or experiencing an unexpected emergency.

31.5 Carer's leave is:

(a) paid for permanent Nurses if it is part of the Nurse's accrued personal/carer's leave balance; and

(b) unpaid for casual Nurses.

31.6 Please refer to clauses 31.9 – 31.11 and 31.20 for details of unpaid carer's leave.

Accrual and Payment of Paid Personal/Carer's Leave

31.7 Paid personal/carer's accrues on a pro-rata basis up to a maximum of 10 days per year.

31.8 Paid personal/carer's leave is cumulative from year to year.

31.9 No payment will be made in lieu of accumulated personal/carer's leave at any time.

31.10 A Nurse taking paid personal/carer's leave will be paid at their ordinary rate of pay.

Unpaid Carer's Leave

31.11 Two days of unpaid carer's leave may be taken on each occasion when a Nurse is eligible to take carer's leave if:

(a) the Nurse is permanent and has exhausted their paid personal/carer's leave entitlement; or

(b) the Nurse is casual.

31.10 If a casual Nurse takes unpaid carer's leave, the Hospital agrees it will not fail to re-engage them because they accessed this entitlement. The Hospital's rights to engage or not to engage a casual Nurse are otherwise unaffected.

31.11 A Nurse entitled to a period of unpaid carer's leave is entitled to take that leave as:

(a) a single, unbroken period of up to 2 days; or

(b) any separate periods to which the Nurse and the Hospital agree.

Taking of Paid Personal Leave

31.12 A permanent Nurse is entitled to access their paid personal leave entitlement in accordance with the NES.

31.13 A Nurse is not entitled to be paid personal leave whilst they are in receipt of workers' compensation payments.

31.14 To be entitled to take paid personal leave, a Nurse must give the Hospital notice as soon as reasonably practicable (which may be before or after the personal leave has started) that they are – or will be - absent due to personal illness or injury. This requirement does not apply to a Nurse who cannot comply because of circumstances beyond their control.

31.15 If the Hospital requires a Nurse to provide documentary evidence to support their absence on personal leave, the Nurse must:

(a) provide the documentary evidence to the Hospital as soon as practicable;

(b) provide a medical certificate from a registered health practitioner or, if that is not reasonably practicable, provide a statutory declaration; and;

(c) ensure that the documentary evidence:

(i) if issued by a registered health practitioner, confirms that in the practitioner's opinion the Nurse is, was, or will be unfit for work during the relevant period of time because of personal illness or injury; or

(ii) if it is a statutory declaration, states that the Nurse is, was, or will be, unfit for work during the relevant period of time because of personal illness or injury.

This requirement does not apply to a Nurse who cannot comply because of circumstances beyond their control.

Taking of Carer's Leave

31.16 A Nurse is entitled to access their carer's leave entitlement in accordance with the NES.

31.17 To be entitled to take carer's leave, a Nurse must give the Hospital notice as soon as reasonably practicable (which may be before or after the carer's leave has started) that they are required to care for a member of their immediate family or household who is ill, or injured, or experiencing an unexpected emergency. This requirement does not apply to a Nurse who cannot comply because of circumstances beyond their control.

31.18 If the Hospital requires a Nurse to provide documentary evidence to support their absence on carer's leave, the Nurse must:

(a) provide the documentary evidence to the Hospital as soon as practicable;

(b) provide either a medical certificate from a registered health practitioner or a statutory declaration if the Nurse is caring for someone who is ill or injured;

(c) provide a statutory declaration if the Nurse is caring for someone due to an unexpected emergency;

(d) ensure that the documentary evidence:

(i) if issued by a registered health practitioner, confirms that in the practitioner's opinion the Nurse is, was, or will be required to provide care to a member of their immediate family or household due to illness or injury; or

(ii) if it is a statutory declaration, states that the Nurse is, was, or will be required to provide care or support to a member of their immediate family or household who is ill, or injured, or experiencing an unexpected emergency.

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

Personal/Carer's Leave and Service

31.19 A period of paid personal/carer's leave does not break a Nurse's continuity of service and counts as service for all purposes.

31.20 A period of unpaid personal/carer's leave does not break a Nurse's continuity of service but will not count as service.

32. Compassionate Leave

32.1 A Nurse is entitled to access compassionate leave in accordance with the NES.

32.2 Compassionate leave is paid leave for permanent Nurses.

32.3 Casual Nurses are not entitled to paid compassionate leave. However, casual Nurses are entitled to unpaid compassionate leave provided they otherwise meet the eligibility criteria and comply with provisions of this clause. If a casual Nurse takes unpaid compassionate leave, the Hospital agrees it will not fail to re-engage them because they accessed this entitlement. The Hospital's rights to engage or not to engage a casual Nurse are otherwise unaffected.

32.4 Compassionate leave of 2 days per occasion may be taken by a Nurse:

(a) to spend time with a person who is a member of the Nurse's immediate family or household and who has a life-threatening personal illness or injury; or

(b) after the death of a member of the Nurse's immediate family or household; or

(c) if they – or their current spouse or de facto partner - have a miscarriage; or

(d) if a baby in their immediate family or household is stillborn.

32.5 A Nurse may only take compassionate leave if they provide the Hospital with documentary evidence confirming the absence meets the criteria for compassionate leave. This evidence must be given to the employer as soon as practicable (which may be after the leave has started).

32.6 A Nurse eligible to take compassionate leave may take it as:

(a) a single, unbroken period of 2 days; or

(b) 2 separate periods of 1 day each; or

(c) any separate periods to which the Nurse and the Hospital agree.

32.7 If a permanent Nurse takes compassionate leave, they will be paid at their ordinary pay rate.

32.8 A period of compassionate leave does not break a Nurse's continuity of service and compassionate leave counts as service for all purposes.

33. Long Service Leave

33.7 Where the provisions of this clause are more beneficial than the *Long Service Leave Act 1955* (NSW) (**LSL Act**), these provisions will apply. Where the provisions of this clause are silent, the LSL Act will apply.

33.8 Long service leave will be taken at a time mutually agreed between the Hospital and the Nurse.

33.9 After completing:

(a) 10 years' continuous service with the Hospital, a Nurse will be entitled to 2 months' long service leave on full pay;

(b) 15 years' continuous service with the Hospital, a Nurse will be entitled to an additional 1 month's long service leave on full pay; and

(c) each 5 years' continuous service after 15 years, a Nurses will be entitled to an additional 1 and a half months' long service leave on full pay.

33.4 If a Nurse's employment is terminated:

(a) by the Hospital for any reason other than serious misconduct; or

(b) by the Nurse due to:

(i) illness, incapacity, or domestic or other pressing necessity, or

(ii) their death;

after the completion of 5 years' continuous service, the Nurse will be entitled to:

(c) 1 months' long service leave on full pay in respect of the 5 completed years of continuous service; and

(d) a proportionate amount of long service leave on full pay calculated on the basis of 2 months' long service leave upon completion of 10 years' service.

33.5 When a Nurse has become entitled to long service leave in accordance with clauses 33.3 and 33.4 and:

(a) the Nurse's employment ends before they take all their long service leave, the remaining balance of their long service leave will be paid to them at their most recent rate of pay; or

(b) the Nurse passes away before taking all their long service leave, the remaining balance of their long service leave will be paid out to their beneficiary or legal representatives at their most recent rate of pay.

33.6 For the purpose of this clause:

(a) continuous service at the Hospital prior to the commencement of this Agreement will be taken into account;

(b) *"one month*" equals 4 and one-third weeks; and

(c) continuous service will be deemed not to be broken by:

(i) any period of absence on leave without pay not exceeding six months; and/or

(ii) absences while a Nurse is a member of the Australian Defence Forces in a time of war.

33.7 If a Nurse has been granted a period of long service leave prior to the commencement of this Agreement, the amount of that leave will be debited against the amount of leave due under this Agreement.

33.8 Any period(s) of part-time and casual employment with the Hospital will count towards long service leave as provided by clauses 33.3 and 33.4. That long service leave will be paid on a pro-rata basis based on the Nurse's average hours of work as a proportion of full-time hours.

33.9 If a Nurse has accrued an allocated day off duty on pay prior to commencing a period of long service leave, that day will be taken on the next working day immediately following the period of long service leave. A Nurse returning to duty from long service leave will

be given the next allocated day off duty in sequence irrespective of whether sufficient credits have been accumulated.

33.10 A Nurse may choose to take their long service leave at half pay. For example, a Nurse may choose to take 1 month of accrued long service leave and have this paid at half the amount they would usually receive. In this scenario, the Nurse would be absent from work on long service leave for a period of 2 months.

34. Community Service Leave

34.1 Eligible Nurses are entitled to access community service leave in accordance with the NES.

35. Emergency Leave

35.1 If a permanent Nurse is unable to attend work because of a natural disaster (for example, a bushfire or flood) they will be entitled to use accrued annual leave for 1 day and be paid at their ordinary pay (including annual leave loading).

35.2 This entitlement will apply once per calendar year and is not cumulative from year to year.

35.3 The Hospital may require the Nurse to provide evidence to support their claim for emergency leave.

36. Hospital Close Down

36.1 The Hospital may specify a temporary closedown for all or part of the Hospital.

36.2 The Hospital will give at least 3 months' notice of the date(s) of the closedown. For Nurses who commence employment within 3 months of the closedown, notice will be given by the Hospital on the day the Nurse commences employment.

36.3 If a Nurse has an accrued annual leave balance in excess of the closedown period, they must take annual leave for at least the full duration of the closedown. The remaining annual leave balance can then be used at a time mutually agreed between the Nurse and the Hospital.

36.4 If a Nurse has an accrued annual leave balance which is less than the period of the closedown, they must take all accrued annual leave with the remainder of the closedown then treated as unpaid leave. By mutual agreement between the Nurse and the Hospital, annual leave may be taken in advance of its accrual during a shutdown.

37. Nurse Amenities

37.1 The Hospital will provide the following amenities for the use of all Nurses:

(a) suitable changing room and adequate washing and toilet facilities;

(b) a locker fitted with lock and key or other suitable place for the safe keeping of clothing and personal effects; and

(c) morning and afternoon tea, supper, and early morning tea when a Nurse is on duty. These provisions include tea, coffee, milk, sweet biscuits, savory crackers, and bread. Margarine, butter, cheese, and condiments are also available for use on the bread and crackers.

37.2 Nurses are provided with meals of a reasonable standard when theatre is in progress. This is dictated by workflow and list times. Meals will be provided in the following situations:

(a) A meal will be provided for Nurses who are working all day on morning and afternoon shifts while lists are in running.

(b) A meal will be provided for Nurses working a morning shift if the list finishes after 12 noon.

(c) If there is no theatre in progress, no meal will be provided.

(d) Nurses working an afternoon shift are not entitled to partake if meals have been provided for morning or all day Nurses.

37.3 In the absence of any meals provided in this clause, Nurses will be paid an allowance as per Table 2.

38. Escort Duty

38.1 Periods during which a Nurse, other than the CEO/DoN, is engaged in nursing duties will be paid as working time under this Agreement. Where applicable, overtime will be payable.

38.2 All reasonable out-of-pocket expenses will be reimbursed by the Hospital.

38.3 Rostered time will be paid as such even though a Nurse may be travelling, in hotel/motel accommodation, or waiting for transport.

38.4 In respect of non-rostered time not spent in nursing duties:

(a) periods in hotel/motel accommodation or waiting for transport will not be counted as working time; and

(b) periods in travelling will count as working time.

39. Medical Examination of Nurses

39.1 Medical examination of nurses will be in accordance with any applicable NSW Health requirements.

40. Termination of Employment

40.1 Except in the case of:

(a) casual Nurses; and

(b) permanent Nurses completing their first 6 months of employment at the Hospital;

either party may terminate employment at any time by giving the other party the notice in accordance with the table in clause 40.6.

40.2 Casual Nurses are not entitled to receive notice of termination.

40.3 A permanent Nurse completing their first 6 months' employment at the Hospital is entitled to one weeks' notice of termination.

40.4 The Hospital may choose to make payment in lieu of notice at its discretion.

40.5 Nothing in this Agreement affects the Hospital's right to dismiss a Nurse without notice for serious misconduct. A Nurse who is dismissed for serious misconduct will only be entitled to be paid for the time worked up until their dismissal, plus any applicable entitlements accrued up to that time. Prior to reaching any decision to terminate a Nurse who has completed 6 months' employment at the Hospital for serious misconduct:

(a) the Hospital will use its best endeavours to:

(i) inform the Nurse that the termination of their employment is being considered;

(ii) advise the Nurse of the reasons for termination; and

(iii) provide the Nurse with an opportunity to show cause why their employment should not be terminated; and

(b) the Nurse:

(i) will be given reasonable time to respond;

(ii) will be provided with details of any relevant material; and

(iii) may choose to have a support person during this process.

40.6 The minimum notice of termination periods are as follows:

Years of Service	**Number of Weeks' Notice**
Not more than 1 year	1 week
More than 1 year but less than 3 years	2 weeks
More than 3 years but less than 5 years	3 weeks
More than 5 years	4 weeks

40.7 A Nurse aged 45 years or over who has completed at least 2 years' continuous service with the Hospital will receive 1 additional week of notice.

40.8 Upon conclusion of employment, the Hospital will provide a Nurse with a written statement, signed by or on behalf of the Hospital, confirming the Nurse's period of employment and the capacity in which they were employed at the Hospital.

40.9 The notice of termination required to be given by a resigning Nurse is the same as that required of the Hospital, except that no additional notice based on the Nurse's age applies. If a Nurse provides the Hospital with less than the required period of notice, the Hospital may deduct an amount not exceeding 1 week's pay from any wages due to the Nurse. No deductions will be applied to a Nurse aged under 18.

40.10 If a Nurse and the Hospital agree, the Nurse may be released prior to the end of the notice period, with payment of wages up to the date of termination only.

41. Transfer of Business

41.1 To the extent permitted by the Act, all rights and benefits provided by this Agreement will continue to apply to Nurses despite a change in ownership of the Hospital.

41.2 Where a change of ownership occurs, Nurses will either:

(a) be paid out for all accrued annual leave, long service leave, and/or any other applicable benefits, by the old employer, and those benefits will be continuous; or

(b) have responsibility for accrued annual leave, long service leave, and/or any other applicable benefits carried over to the new employer, and those benefits will be continuous.

41.3 No permanent Nurse will be required to take leave without pay where that leave is used to avoid any requirements of any Act or to avoid payment of any rights or benefits provided by this Agreement.

42. Fire Safety Practices, Attendance at Meetings, and Mandatory Training

42.1 For the purposes of this clause, "*ordinary rate*" will include amounts payable:

(a) under clause 16 (Pay Rates);

(b) clause 18 (In-Charge and On-Call During Break Allowances); and

(c) where appropriate, the casual loading provided in clause 27.3(a) (Casual Nurses).

Fire Safety Practices

42.2 Any Nurse required to work outside the ordinary hours of work for compulsory fire safety practices (fire drill and evacuation procedures) as required from time to time by applicable law will be entitled to be paid their "*ordinary rate*" for the actual time spent in attendance at such practices.

42.3 In lieu of receiving payment Nurses may, with the agreement of the Hospital, be permitted to be free from duty for a period of time equivalent to the period spent in attendance at these practices.

42.4 For the avoidance of doubt, time spent in attendance at these practices will not be regarded as overtime for the purposes of this Agreement.

Attendance at Meetings

42.5 A Nurse required to attend Occupational Health and Safety Committee and/or Board of Management meetings in the capacity of a Nurse representative will, if those meetings are held outside the ordinary hours of work, receive payment at the "ordinary rate" for the actual time spent in attendance at those meetings.

42.6 In lieu of receiving payment for these meetings Nurses may, with the agreement of the Hospital be permitted to be free from duty for a period of time equivalent to the period spent in attendance at these meetings.

42.7 For the avoidance of doubt, time spent in attendance at these meetings will not be regarded as overtime for the purposes of this Agreement.

Mandatory Training

42.8 It is the Hospital's intention to provide mandatory training to Nurses within the ordinary hours of work. A Nurse required by the Hospital to attend training outside of the ordinary hours of work will receive payment at the "ordinary rate" for the actual time spent attending that training.

42.9 In lieu of receiving payment Nurses may, with the agreement of the Hospital, be permitted to be free from duty for a period of time equivalent to the period spent in attendance at training.

42.10 For the avoidance of doubt, time spent in attendance at mandatory training will not be regarded as overtime for the purposes of this Agreement.

43. Resolution of Disputes

43.1 In the event of a dispute about any matter under this Agreement or the NES the parties will, in the first instance, attempt to resolve the matter at the Hospital via discussions between the Nurse or Nurses concerned and the relevant supervisor.

43.2 If the discussions do not resolve the dispute, the parties will endeavour to resolve the dispute in a timely manner by discussions between the Nurse or Nurses concerned and more senior levels of management, as appropriate

43.3 The Hospital and/or Nurse may appoint another person, organisation, or association to accompany and/or represent them for the purposes of this clause.

43.4 If a dispute under this clause is unable to be resolved at the Hospital - and if all appropriate steps under clause 43.1 and 43.2 have been taken - a party to the dispute may refer the dispute to the FWC.

43.5 Unless otherwise stated in this Agreement, the parties agree that the FWC will have the power to do all things necessary for the just resolution of the dispute including mediation, conciliation and, finally, arbitration.

43.6 If 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 settlement of the dispute.

43.7 Work will continue normally while the dispute resolution procedure is being followed unless the relevant Nurse has a reasonable concern about an imminent risk to their health and safety.

44. Anti-Discrimination

44.1 The parties intend this Agreement to achieve the object in section 351 of the Act to prevent and eliminate discrimination in the workplace. This includes – but is not limited to - 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.

45. Parental Leave

45.1 Nurses will be entitled to parental leave in accordance with the NES. This clause contains additional provisions.

45.2 A permanent Nurse who is eligible to take parental leave in accordance with the NES will also be eligible to take 2 weeks' paid parental leave from the date their parental leave commences.

45.3 Parents may simultaneously take an unbroken period of 1 week of leave at the time of the birth of the child (or up to 3 weeks in the case of an adoption).

45.4 Paid parental leave is paid at the Nurse's ordinary rate of pay.

46. Family and Domestic Violence Leave

46.1 Nurses will be entitled to paid family and domestic violence leave in accordance with the NES.

47. Superannuation

47.1 Superannuation is dealt with extensively by legislation. That legislation, as varied from time to time - and including those provisions dealing with minimum contributions - governs the superannuation rights and obligations of the parties to this Agreement.

47.2 Compulsory superannuation contributions will be remitted by the Hospital to the approved fund on at least a monthly basis, and more frequently if required by law.

47.3 The Hospital's default superannuation fund is Hesta, which has an eligible MySuper product.

47.4 A Nurse will notify the Hospital of their choice of approved fund within 28 days of commencing employment at the Hospital.

47.5 If a newly employed Nurse:

(a) does not nominate their own fund; and

(b) online searches by the Hospital with the Australian Taxation office fail to identify a fund previously used by that Nurse;

the Hospital will make compulsory superannuation contributions into the default fund on the Nurse's behalf.

47.6 Superannuation fund payments will be made in accordance with trust fund deeds.

47.7 In addition to the Hospital's statutory contributions, a Nurse may make additional voluntary superannuation contribution from their salary. The Hospital will commence making these contributions upon receipt of written authorisation from a Nurse.

47.8 In additional to compulsory and voluntary contributions, a Nurse may also choose to "*salary sacrifice*". Salary sacrifice means choosing to make additional superannuation contributions by foregoing a portion of the Nurse's gross earnings (that is, pre-tax dollars). This will reduce the Nurse's taxable income by the amount sacrificed. The following provisions apply to salary sacrifice arrangements:

(a) A Nurse wanting to salary sacrifice part of their salary must inform the Hospital of their choice:

(i) prior to the start of the pay period in which they wish to begin sacrificing a portion of their salary; and

(ii) in accordance with any requirements imposed by law.

(b) The Hospital will not use any amount that is salary sacrificed by a Nurse to count towards the Hospital's obligation to pay compulsory contributions.

(c) Compulsory superannuation contributions payable by the Hospital will be calculated based on the salary payable to the Nurse under this Agreement in the absence of any salary sacrifice arrangement.

(d) Any additional superannuation contributions made in accordance with this clause will be paid into the same superannuation fund that receives the Nurse's other compulsory superannuation contributions.

(e) Any allowance, penalty rate, overtime payment, or unused leave entitlement payments - other than payments for leave taken during the course of employment - will be calculated based on the salary which would have been payable to the Nurse under this Agreement in the absence of any salary sacrifice arrangement. For the avoidance of doubt, payment for leave taken during the course of employment will be at the Nurse's post-salary sacrificed amount.

48. Redundancy

48.1 For the purposes of this clause, "*continuous service*" will have the same meaning as "*service of a worker*" in the LSL Act.

48.2 If the Hospital decides to consider making one or more positions redundant, the Hospital will be required to follow the consultation procedures contained in clause 9 (Consultation About Change).

48.3 If a Nurse's position is made genuinely redundant, the Nurse will receive redundancy pay in accordance with the following table based on their age and their total period of continuous service with the Hospital:

(a) if the Nurse is under 45 years of age:

Period of Continuous Service	**Redundancy Pay**
Less than 1 year	Nil
1 year and less than 2 years	4 weeks' pay
2 years and less than 3 years	7 weeks' pay
3 years and less than 4 years	10 weeks' pay
4 years and less than 5 years	12 weeks' pay
5 years and less than 6 years	14 weeks' pay
6 years and over	16 weeks' pay

(b) if the Nurse is 45 years of age or over:

Period of Continuous Service	**Redundancy Pay**
Less than 1 year	Nil
1 year and less than 2 years	5 weeks' pay
2 years and less than 3 years	8.75 weeks' pay
3 years and less than 4 years	12.5 weeks' pay
4 years and less than 5 years	15 weeks' pay
5 years and less than 6 years	17.5 weeks' pay
6 years and over	20 weeks' pay

48.4 For the purposes of clause 48.3, "*week's pay*" means the Nurse's ordinary rate of pay at the date of termination including applicable shift allowances, weekend penalties, and qualifications allowance.

48.5 A Nurse given notice due to genuine redundancy will be provided with up to one day's time off work without loss of pay per week during the applicable notice period (up to a maximum of 5 days) for the purposes of seeking other employment. This leave is to be taken at a time or times mutually agreed between the Nurse and the Hospital.

48.6 A Nurse who has been allowed more than one day of paid leave in accordance with clause 48.5 may be required by the Hospital to provide evidence of their attendance at an interview. If a Nurse fails to provide that evidence upon request, they will not be entitled to payment for the leave in question.

48.7 If the employment of a Nurse whose position is being made redundant ends before the conclusion of their notice period for any reason other than misconduct, they will remain entitled to the same benefits and payments they would have received had they remained employed until the conclusion of their notice period, with the exception of payment for any remaining period of notice following the date their employment ends.

48.8 If a Nurse is transferred to a lower paid classification due to the redundancy of their position, they will be entitled to the same period of notice of transfer as they would have received had they been terminated. At the Hospital's discretion, the Nurse may be transferred to the new classification with immediate effect and then paid at their former (higher) rate of pay for the duration of the otherwise applicable notice period. Additionally, the Hospital will also pay the Nurse at their former (higher) rate of pay for a period equivalent to one week for each completed year of service, up to a maximum of 6 weeks.

48.9 Nothing in this Agreement affects the Hospital's right to make an application to the FWC to vary a redundancy payment in accordance with the Act.

49. Employment Information Statements

49.1 Each new Nurse will be provided with a copy of the Fair Work Information Statement (FWIS) before, or as soon as possible after, they commence employment.

49.2 Each new casual Nurse will also be provided with a copy of the Casual Employment Information Statement (CEIS).

49.3 Each Nurse who enters a new fixed term contract will be provided with a copy of the Fixed Term Contract Information Statement (FTCIS).

50. Study / Professional Development Leave

50.1 Each permanent Nurse may apply to the Hospital to access study / professional development leave. Part-time Nurses will have a pro-rata entitlement. Each application will be assessed on its merits in the context of the applicability of the conference / seminar, the number of other similar applications, and the resources available to the Hospital.

50.2 If a Nurse is reasonably directed by the Hospital to complete mandatory training, they will be paid at their ordinary rate of pay for the training

50.3 In accordance with subclause 50.1 a permanent Nurse may apply to the Hospital each year to access paid leave for the purposes of attendance at approved conferences / seminars.

50.4 The time and manner of taking any approved leave under this provision will be mutually agreed between the Hospital and the Nurse.

50.5 The relevant course and means of dissemination of conference / seminar information will be approved by the Hospital.

50.6 Reasonable travel, accommodation and registration costs may be paid by the Hospital, when the Hospital approves the Nurse's attendance at the conference/seminar.

51. Workplace Delegates

51.1 Before exercising entitlements under clause 51, a workplace delegate must give the Hospital written notice of their appointment or election as a workplace delegate. The workplace delegate must provide the Hospital with evidence that would satisfy a reasonable person of their appointment or election.

51.2 A Nurse who ceases to be a workplace delegate must give written notice to the Hospital within 14 days.

51.3 A workplace delegate may represent the industrial interests of eligible Nurses who wish to be represented by the workplace delegate in matters including:

(a) consultation about major workplace change or changes to rosters or hours of work;

(b) resolution of disputes;

(c) disciplinary processes;

(d) 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

(e) any process or procedure within this Agreement or workplace policy of the Hospital under which eligible Nurses are entitled to be represented and which concerns their industrial interests.

51.4 A workplace delegate may communicate with eligible Nurses for the purpose of representing their industrial interests under clause 51.3. This includes discussing membership of the delegate's organisation and representation with eligible Nurses. A workplace delegate may communicate with eligible Nurses during working hours or work breaks, or before or after work.

51.5 The Hospital will 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 Nurses;

(b) a physical or electronic noticeboard;

(c) electronic means of communication ordinarily used in the workplace by the Hospital to communicate with eligible Nurses and by eligible Nurses 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.

51.6 The Hospital is not required to provide access to - or use of - a workplace facility under clause 51.5(a) if:

(a) the Hospital 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) the Hospital does not have access to the facility at the enterprise and is unable to obtain access after taking reasonable steps.

51.7 Subject to clause 51.8, a workplace delegate will have access to:

(a) up to 5 days of paid time during normal working hours for initial training; and

(b) at least 1 day each subsequent year

to attend training related to representation of the industrial interests of eligible Nurses.

51.8 The leave provided in clause 51.7 is subject to the following conditions:

(a) In each year commencing 1 July, the Hospital is not required to provide access to paid time for training to more than one workplace delegate per 50 eligible Nurses.

(b) The number of eligible Nurses will be determined on the day a delegate requests paid time to attend training, as the number of eligible Nurses who are:

(i) full-time or part-time Nurses; or

(ii) regular casual Nurses.

(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 the Hospital not less than 5 weeks' notice (unless the Hospital 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 the Hospital, the workplace delegate must provide the Hospital with an outline of the training content.

(f) The Hospital 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. Approval will not be unreasonably withheld.

(g) The workplace delegate must, within 7 days after the day on which the training ends, provide the Hospital with evidence that would satisfy a reasonable person of their attendance at the training.

51.9 A workplace delegate's entitlements under clause 51 are subject to the conditions that the workplace delegate must, when exercising those entitlements:

(a) comply with their duties and obligations as a Nurse; and

(b) comply with the reasonable policies and procedures of the Hospital, including reasonable codes of conduct and requirements in relation to occupational health and safety and acceptable use of ICT resources; and

(c) not hinder, obstruct or prevent the normal performance of work; and

(d) not hinder, obstruct or prevent eligible Nurses exercising their rights to freedom of association.

51.10 Clause 51 does not require:

(a) the Hospital to provide a workplace delegate with access to electronic means of communication in a way that provides individual contact details for eligible Nurses; or

(b) an eligible Nurse to be represented by a workplace delegate without the Nurse's agreement.

52. Right to Disconnect

52.1 Nurses have a right to disconnect in accordance with the Act.

52.2 This clause does not prevent the Hospital from contacting – or attempting to contact – a Nurse outside their working hours in certain circumstances, including to notify a Nurse of an emergency roster change in accordance with clause 15.4 (Rosters).

Table 1: Pay Rates

	First Full Pay Period after 1/01/2025 (per hour)	First Full Pay Period after 1/01/2026 (per hour)	First Full Pay Period after 1/01/2027 (per hour)	First Full Pay Period after 1/01/2028 (per hour)	First Full Pay Period after 1/01/2029 (per hour)
Assistant in Nursing					
Without Sterilisation Certificate	$31.88	$32.83	$33.82	$34.83	$35.87
With Sterilisation Certificate	$34.98	$36.03	$37.11	$38.22	$39.36
Enrolled Nurse					
First Year of Experience	$32.80	$33.78	$34.80	$35.84	$36.91
Second Year of Experience	$33.50	$34.50	$35.54	$36.60	$37.70
Third Year of Experience	$34.23	$35.25	$36.31	$37.40	$38.52
Fourth Year of Experience	$34.96	$36.01	$37.09	$38.20	$39.34
Thereafter	$35.68	$36.75	$37.85	$38.99	$40.16
Medication Endorsed Enrolled Nurse					
First Year of Experience	$33.44	$34.44	$35.47	$36.54	$37.63
Second Year of Experience	$34.18	$35.20	$36.26	$37.35	$38.47
Third Year of Experience	$34.91	$35.96	$37.04	$38.15	$39.29
Fourth Year of Experience	$35.65	$36.72	$37.83	$38.96	$40.13
Thereafter	$36.40	$37.49	$38.62	$39.78	$40.97
Nurse Undergoing Pre-Registration Training					

	$32.04	$33.00	$33.99	$35.01	$36.06
Registered Nurse					
First Year of Experience	$37.18	$38.29	$39.44	$40.62	$41.84
Second Year of Experience	$39.19	$40.37	$41.58	$42.83	$44.11
Third Year of Experience	$41.22	$42.46	$43.73	$45.04	$46.39
Fourth Year of Experience	$43.38	$44.68	$46.02	$47.40	$48.82
Fifth Year of Experience	$45.53	$46.89	$48.30	$49.75	$51.24
Sixth Year of Experience	$47.70	$49.13	$50.60	$52.12	$53.68
Seventh Year of Experience	$50.13	$51.63	$53.18	$54.78	$56.42
Thereafter	$52.21	$53.77	$55.39	$57.05	$58.76
Clinical Nurse Specialist					
	$54.33	$55.96	$57.64	$59.37	$61.15
Nurse Unit Manager					
	$60.63	$62.45	$64.32	$66.25	$68.24
Clinical Nurse Consultant					
	$66.80	$68.80	$70.87	$72.99	$75.18

Table 2: Other Rates and Allowances

	First Full Pay Period after 1/01/2025	First Full Pay Period after 1/01/2026	First Full Pay Period after 1/01/2027	First Full Pay Period after 1/01/2028	First Full Pay Period after 1/01/2029
On Call During Meal Break (per shift)	$17.25	$17.77	$18.30	$18.85	$19.41
RN in charge of the Centre in the absence of the NUM and CEO/DoN for 3 or fewer days (per hour)	$3.00	$3.09	$3.18	$3.27	$3.37
RN in charge of the Centre in the absence of the NUM and CEO/DoN for more than 3 days (per shift)	$51.96	$53.52	$55.12	$56.78	$58.48
Meals on Overtime (per occasion)	$26.75	$27.55	$28.38	$29.23	$30.10
Other meals when not supplied (per occasion)	$9.73	$10.02	$10.32	$10.63	$10.95
Continuing education allowance: RN - Post Registration Hospital Certificate (per week)	$35.19	$36.25	$37.34	$38.46	$39.61
Continuing education allowance: RN – Post Graduate Certificate or Diploma.(per week)	$35.19	$36.25	$37.34	$38.46	$39.61

Continuing education allowance: RN – Master degree or a Doctorate (per week)	$49.26	$50.74	$52.26	$53.83	$55.44
Continuing education allowance: EN - Advanced Diploma of Nursing (per week)	$39.40	$40.58	$41.80	$43.05	$44.34

Signature Page

Signed for and on behalf of:

Epping Surgery Centre Pty Ltd (Employer)

Signature of Authorised Representative	Signature of Witness
Kaylene Elliott	*Trina Jobberns*
Full Name of Authorised Representative	Full Name of Witness
Operations Manager with authority to sign	*19.10.2026*
Capacity of Authorised Representative	Date Signature Witnessed
[redacted]	[redacted]
Address of Authorised Representative:	Address of Witness:
National Hospitals Operations Manager	*HR Manager*
Job Title of Authorised Representative:	Job Title of Witness:

Signed for and on behalf of:

The Employees of Epping Surgery Centre who are covered by this Agreement

Signature of Employee Representative	Signature of Witness
JULIA LOUISE MARTIN	Beth Susan Williams
Full Name of Employee Representative	Full Name of Witness
Employee covered by the Enterprise Agreement	19/10/2026
Capacity of Employee Representative	Date Signature Witnessed
[redacted]	[redacted]
Address of Employee Representative	Address of Witness
Nurse Unit Manager	Business manager
Job Title of Authorised Representative:	Job Title of Witness: