DECISION

Fair Work Act 2009
s.185—Enterprise agreement

I-MED Regional Pty Limited & I-MED Services Pty Limited
(AG2026/2234)

I-MED BORDER AND RIVERINA NURSES ENTERPRISE AGREEMENT 2025

Health and welfare services

DEPUTY PRESIDENT WRIGHT SYDNEY, 8 OCTOBER 2026

Application for approval of the I-MED Border and Riverina Nurses Enterprise Agreement 2025

Introduction

[1] I-MED Regional Pty Limited and I-MED Services Pty Limited (the Employer) have made an application for approval of an enterprise agreement known as the *I-MED Border and Riverina Nurses Enterprise Agreement 2025* (the Agreement) pursuant to s.185 of the *Fair Work Act 2009* (the Act). The Agreement is a single enterprise agreement.

[2] The Agreement will apply to employees who are covered by the *Nurses Award 2020* (the Award).

Multiple Employers

[3] The application indicates there are two employers, however only one Form F17B was lodged on behalf of both employers. Rule 32(3) of the *Fair Work Commission Rules 2024* (FW Rules) states that if an application is made under s.185 of the Act for approval of an enterprise agreement that is not a Greenfields agreement, each employer that is covered by the agreement must lodge a declaration by the employer, in support of the application for approval within 14 days after the agreement is made. As the employers are related employers, I am satisfied that it is appropriate to dispense with this requirement pursuant to rule 7 of the FW Rules.

Workplace Delegates Rights Clause

[4] Clause 39 of the Agreement states that the workplace delegates' rights term of the Award will be taken to be a term of the Agreement. It further provides an entitlement to training of three days per year. It is unclear how this is intended to interact with the requirement in clause 28A.8 of the Award that the employer must provide a workplace

delegate with access to up to five days of paid time during normal working hours for initial training and at least one day each subsequent year to attend training related to representation of the industrial interests of eligible workers.

[5] The Employer submitted that the Agreement provides a more favourable entitlement as it provides three days of training leave per year which is not limited to 'initial training', therefore, the maximum a delegate could receive under the proposed Agreement over three years would be nine days, whereas under the Award the maximum would be seven days in the equivalent period if a workplace delegate had 'initial training', and less if the workplace delegate did not participate in initial training. Based on these submissions, I am satisfied that the workplace delegates' rights term in the Agreement is more favourable than the workplace delegates' rights term in the Award.

Inconsistency with the National Employment Standards (NES)

[6] Clause 14 of the Agreement excludes apprentices from notice of termination. Apprentices are entitled to notice of termination under ss. 117–123 of the Act. The Employer submitted that the reference to apprentices appears to be a drafting oversight that would not apply as the nursing profession does not have a category of apprentices.

Better Off Overall Test (BOOT) Issues

[7] The Agreement is silent on ordinary hours for day workers being worked between Monday to Friday pursuant to clause 13.1(a) of the Award and as such, day workers can be engaged to work ordinary hours on any day of the week. Clause 27 of the Agreement provides weekend penalties for shift workers, but the Agreement is otherwise silent on weekend penalties for day workers. The Employer submitted that the Agreement applies to shiftworkers only and provided an undertaking which clarifies this matter.

Section 190 Undertakings

[8] The Employer provided written undertakings which are attached in Schedule D of the Agreement. Paragraph 2 of the undertakings is the only undertaking which addresses the above BOOT issue. I am satisfied that Paragraph 2 of the undertakings will not cause financial detriment to any employee covered by the Agreement or result in substantial changes to the Agreement. Paragraph 2 of the undertakings is taken to be a term of the Agreement.

[9] Paragraphs 3, 5 and 6 of the undertakings appear to be for the purpose of correcting minor typographical errors. I consider it appropriate to allow an amendment of the Agreement in the terms sought by the Employer in paragraphs 3, 5 and 6 of the undertakings and do so pursuant to s.586(a) of the Act.

[10] The remaining proposed undertakings do not deal with concerns of the Commission that the Agreement does not meet the requirements set out in ss.186 and 187. As such, I have not accepted these proposed undertakings under s.190(3) and they are of no effect.

Section 186, 187, 188 and 190

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

Section 183 Bargaining Representatives

[12] The New South Wales Nurses' and Midwives Association (NSWNMA) being a bargaining representative for the Agreement, has given notice under s.183 of the Act that it wants the Agreement to cover it.

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

Approval

[14] The Agreement is approved and, in accordance with s.54 of the Act, will operate from 15 October 2026. The nominal expiry date of the Agreement is 30 June 2028.



DEPUTY PRESIDENT

Printed by authority of the Commonwealth Government Printer

<AE534128 PR814471>

I-MED Border and Riverina
Nurses Enterprise Agreement 2025

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

TABLE OF CONTENTS

PART 1 – APPLICATION AND OPERATION 4

1. NAME OF THE AGREEMENT 4

2. PARTIES TO THE AGREEMENT 4

3. SCOPE OF THE AGREEMENT 4

4. DATE AND PERIOD OF OPERATION 4

5. POSTING OF THE AGREEMENT 4

6. FLEXIBILITY ARRANGEMENTS 4

7. RELATIONSHIP TO NATIONAL EMPLOYMENT STANDARDS 6

PART 2 – CONSULTATION AND DISPUTE RESOLUTION 7

8. CONSULTATION REGARDING CHANGE 7

9. DISPUTE RESOLUTION PROCEDURE 9

PART 3 – TYPES OF EMPLOYMENT AND TERMINATION OF EMPLOYMENT . 11

10. TYPES OF EMPLOYMENT 11

11. FULL-TIME 11

12. PART-TIME EMPLOYMENT 11

13. CASUAL EMPLOYMENT 12

14. TERMINATION OF EMPLOYMENT 12

15. REDUNDANCY 14

PART 4 – MINIMUM WAGES AND RELATED MATTERS 16

16. WAGES 16

17. SUPERANNUATION 16

18. SALARY SACRIFICE PROCEDURE (SUPERANNUATION ONLY) 17

19. HIGHER DUTIES 17

20. ALLOWANCES 17

21. UNIFORMS 18

22. MANDATORY TRAINING 18
23. REGISTRATION ALLOWANCE 19
PART 5 – HOURS OF WORK AND RELATED MATTERS 20
24. ROSTER OF HOURS 20
25. HOURS OF WORK 20
26. MEAL BREAKS AND REST BREAKS 21
27. SATURDAY, SUNDAY AND HOLIDAY RATES OF PAY 21
28. OVERTIME 22
29. APPLICATION OF OVERTIME, PENATLIES, PUBLIC HOLIDAYS 23
PART 6 – LEAVE AND PUBLIC HOLIDAYS 24
30. PARENTAL LEAVE 24
31. ANNUAL LEAVE 24
32. PERSONAL/CARER'S LEAVE 26
33. COMPASSIONATE LEAVE 28
34. LONG SERVICE LEAVE 29
35. PROFESSIONAL DEVELOPMENT 29
36. CEREMONIAL LEAVE 30
37. FAMILY AND DOMESTIC VIOLENCE LEAVE 30
38. PUBLIC HOLIDAYS 31
PART 7 – OTHER MATTERS 33
39. WORKPLACE DELEGATES 33
40. RECOGNITION OF SERVICE AND EXPERIENCE 33
41. REASONABLE WORKLOADS FOR NURSES 34
SIGNATURES 35
SCHEDULE A - CLASSIFICATIONS AND DEFINITIONS 36
SCHEDULE B – WAGES AND ALLOWANCES 38
SCHEDULE C – LONG SERVICE LEAVE 39

PART 1 – APPLICATION AND OPERATION

1. NAME OF THE AGREEMENT

This agreement will be known as the I-MED Border and Riverina Nurses Enterprise Agreement 2025 ("**Agreement"**).

2. PARTIES TO THE AGREEMENT

The parties to this Agreement are:

(a) I-MED Regional Pty Limited (81 095 630 792); and I-MED Services Pty Limited (24 100 434 991) (**together the "employer"**); and

(b) Nurses employed by I-MED Regional Pty Limited and I-MED Services Pty Limited in the Border and Riverina areas as classified in Schedule A of this Agreement ("**employee(s)**").

3. SCOPE OF THE AGREEMENT

This Agreement contains all the terms and conditions of employment for employees covered by the Agreement and will apply to employees employed by the employer as classified in Schedule 1 of this Agreement.

4. DATE AND PERIOD OF OPERATION

This Agreement will commence operation seven days after the Agreement is approved by the Fair Work Commission ("**FWC**") and will remain in force until 30 June 2028 and thereafter in accordance with the *Fair Work Act 2009* (Cth) ("**Fair Work Act 2009**")

5. POSTING OF THE AGREEMENT

A copy of this Agreement will be made available to all employees through accessible electronic means.

6. FLEXIBILITY ARRANGEMENTS

6.1 The employer and an employee covered by this Agreement may agree to make an individual flexibility arrangement to vary the effect of terms of the agreement if:

(a) the arrangement deals with 1 or more of the following matters:

(i) arrangements about when work is performed;

(ii) overtime rates;

(iii) penalty rates;

(iv) allowances;

(v) leave loading; and

(b) the arrangement meets the genuine needs of the employer and employee in relation to the matter or matters it deals with; and

(c) the arrangement is genuinely agreed to by the employer and employee, without coercion or duress.

6.2 An individual flexibility arrangement may only be made after the individual employee has commenced employment with the employer.

6.3 An employer who wishes to initiate the making of an individual flexibility arrangement must:

(a) give the employee a written proposal; and

(b) if the employer is aware that the employee has, or should reasonably be aware that the employee may have, limited understanding of written English, take reasonable steps to ensure that the employee understands the proposal.

6.4 If the employer proposes to enter into an individual flexibility arrangement with an employee, the employer must meet with the employee to discuss the proposal prior to entering the individual flexibility arrangement if the employee requests such a meeting.

6.5 The employer must ensure that the terms of the individual flexibility arrangement:

(a) are about permitted matters under section 172 of the Fair Work Act 2009; and

(b) are not unlawful terms under section 194 of the Fair Work Act 2009; and

(c) result in the employee being better off overall than the employee would have been if no individual flexibility arrangement were agreed to.

6.6 The employer must ensure that the individual flexibility arrangement:

(a) is in writing; and

(b) includes the name of the employer and employee; and

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

(d) includes details of:

(i) the terms of the enterprise agreement that will be varied by the arrangement; and

(ii) how the arrangement will vary the effect of the terms; and

(iii) how the employee will be better off overall in relation to the terms and conditions of his or her employment as a result of the arrangement; and

(e) states the day on which the arrangement commences; and

(f) describes how the individual flexibility arrangement can be terminated.

6.7 The employer must give the employee a copy of the individual flexibility arrangement within 14 days after it is agreed to.

6.8 The employer or employee may terminate the individual flexibility arrangement:

(a) at any time, by agreement in writing between the employer and the employee; or

(b) by the employer or the employee giving 28 days written notice to the other party.

6.9 An individual flexibility arrangement terminated in accordance with clause 6.8(b) ceases to have effect at the end of the period of notice required under that clause.

6.10 The employer or employee may use the dispute settlement procedure in this enterprise agreement to deal with disputes that may arise concerning the matters dealt with in the individual flexibility arrangement.

Note: In addition to this clause, the National Employment Standards of the Fair Work Act 2009 give some employees the right to request flexible working arrangements in certain circumstances.

7. RELATIONSHIP TO NATIONAL EMPLOYMENT STANDARDS

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

PART 2 – CONSULTATION AND DISPUTE RESOLUTION

8. CONSULTATION REGARDING CHANGE

8.1 This term applies if the employer:

(a) has made a definite decision to introduce a major change to production, program, organisation, structure or technology in relation to its enterprise that is likely to have a significant effect on the employees; or

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

Major change

8.2 For a major change referred to in clause 8.1(a):

(a) the employer must notify the relevant employees of the decision to introduce the major change; and

(b) subclauses 8.3 to 8.9 apply.

8.3 The relevant employees may appoint a representative for the purposes of the procedures in this term.

8.4 If:

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

(b) the employee or employees advise the employer of the identity of the representative;

the employer must recognise the representative.

8.5 As soon as practicable after making its decision, the employer must:

(a) discuss with the relevant employees:

(i) the introduction of the change; and

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

(iii) measures the employer is taking to avert or mitigate the adverse effect of the change on the employees; and

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

(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 employees; and

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

8.6 However, the employer is not required to disclose confidential or commercially sensitive information to the relevant employees.

8.7 The employer must give prompt and genuine consideration to matters raised about the major change by the relevant employees.

8.8 If a term in this Agreement provides for a major change to production, program, organisation, structure or technology in relation to the enterprise of the employer, the requirements set out in clause 8.2(a) and subclauses 8.3 and 8.5 are taken not to apply.

8.9 In this term, a major change is ***likely to have a significant effect on employees*** if it results in:

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

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

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

(d) the alteration of hours of work; or

(e) the need to retrain employees; or

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

(g) the restructuring of jobs.

Change to regular roster or ordinary hours of work

8.10 For a change referred to in clause 8.1(b):

(a) the employer must notify the relevant employees of the proposed change; and

(b) subclauses 8.11 to 8.15 apply.

8.11 The relevant employees may appoint a representative for the purposes of the procedures in this term.

8.12 If:

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

(b) the employee or employees advise the employer of the identity of the representative;

the employer must recognise the representative.

8.13 As soon as practicable after proposing to introduce the change, the employer must:

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

(b) for the purposes of the discussion--provide to the relevant employees:

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

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

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

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

8.14 However, the employer is not required to disclose confidential or commercially sensitive information to the relevant employees.

8.15 The employer must give prompt and genuine consideration to matters raised about the change by the relevant employees.

8.16 In this term:

"relevant employees" means the employees who may be affected by a change referred to in subclause 8.1.

9. DISPUTE RESOLUTION PROCEDURE

9.1 In the event of a dispute in relation to a matter arising under this Agreement or the NES, in the first instance the parties will attempt to resolve the matter at the workplace by discussions between the employee or employees concerned and the relevant supervisor and, if such discussions do not resolve the dispute, by discussions between the employee or employees concerned and more senior levels of management as appropriate.

9.2 A party to the dispute may appoint another person, organisation or association to accompany or represent them in relation to the dispute.

9.3 If a dispute in relation to a matter arising under the Agreement or the NES is unable to be resolved at the workplace, and all agreed steps for resolving it have been taken, the dispute may be referred to the Fair Work Commission (FWC) for resolution by conciliation and, where the matter in dispute remains unresolved, arbitration.

9.4 It is a term of this Agreement that while the dispute resolution procedure is being conducted work will continue normally unless an employee has a reasonable concern about an imminent risk to his or her health or safety.

PART 3 – TYPES OF EMPLOYMENT AND TERMINATION OF EMPLOYMENT

10. TYPES OF EMPLOYMENT

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

(a) Full-time;
(b) Part-time;
(c) Casual;
(d) Fixed term or limited tenure.

At the time of engagement the employer will inform each employee the basis on which they are employed. The employer may direct an employee to carry out such duties that are within the limits of the employee's skill, competence and training, consistent with the respective classification.

11. FULL-TIME

A full-time employee means one who is engaged to work 38 hours per week or an average of 38 hours per week over a four week period.

12. PART-TIME EMPLOYMENT

12.1 A permanent part-time employee is one who is permanently appointed by an employer to work a specified number of hours which are less than those prescribed for a full-time employee.

12.2 Before commencing part time employment, the employer and employee will agree in writing the guaranteed minimum number of hours to be worked and the rostering arrangements which will apply to those hours. The terms of the Agreement may be varied by agreement and recorded in writing.

12.3 The minimum ordinary hours shift engagement for a part-time employee is 4 consecutive hours.

12.4 A part-time employee, through discussion with their supervisor, may agree to work additional hours to their contracted hours, (either in conjunction with an existing shift or as an additional shift). Any agreed additional hours or shifts will be paid at ordinary rates, unless the total number of hours worked exceeds the equivalent full time daily or fortnightly hours (as per clause 25), in which case the overtime provisions in clause 28 apply. For the avoidance of doubt, this means additional hours worked in accordance with this clause 12.4 are not paid at overtime rates until the provisions for overtime at clause 28 apply.

12.5 A part-time employee will receive payment and accrue entitlements for wages, leave and other allowances or entitlements under this Agreement on a pro rata basis on the basis that the ordinary weekly hours for full-time employees are 38.

12.6 Annual review of part-time hours

(a) At the request of an employee, the hours worked by the employee will be reviewed annually. Where the employee is regularly working more than their specified contract hours then such contract hours will be adjusted by the employer, to reflect the hours regularly worked. The hours worked in the following circumstances will not be incorporated in the adjustment:

(i) if the increase in hours is as a direct result of an employee being absent on leave, such as for example, annual leave, long service leave, parental leave, workers compensation; and

(ii) if the increase in hours is due to a temporary increase in hours only due, for example, to the specific needs of a resident or client.

(b) Any adjusted contracted hours resulting from a review, should, however, be such as to readily reflect roster cycles and shift configurations utilised at the workplace.

13. CASUAL EMPLOYMENT

13.1 A casual employee is a defined in the Fair Work Act 2009, and is paid by the hour.

13.2 Employees engaged under this clause will be paid the hourly rate prescribed in Schedule A as per the relevant classification, plus a casual loading of 25%.

13.3 A casual employee will be entitled to the same benefits as to hours, overtime, shift penalties and Saturday, Sunday and public holiday rates of pay as applied to their ordinary base rate, as a weekly employee. A Casual employees will be engaged on each occasion they work ordinary hours for a minimum of 4 hours.

13.4 Offers and requests for conversion from casual employment to full-time or part-time employment are provided for in the NES.

14. TERMINATION OF EMPLOYMENT

14.1 Notice of termination by employer

(a) In order to terminate the employment of a full-time or part-time employee the employer will give to the employee the period of notice specified in the table below:

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

(b) In addition to this notice, employees over 45 years of age at the time of the

giving of the notice with not less than two years continuous service are entitled to an additional week's notice.

(c) Payment in lieu of the notice will be made if the appropriate notice period is not required to be worked. Employment may be terminated by the employee working part of the required period of notice and by the employer making payment for the remainder of the period of notice.

(d) The required amount of payment in lieu of notice must equal or exceed the total of all amounts that, if the employee's employment had continued until the end of the required period of notice, the employer would have become liable to pay to the employee because of the employment continuing during that period. That total must be calculated on the basis of:

(i) the employee's ordinary hours of work (even if not standard hours); and

(ii) the amounts ordinarily payable to the employee in respect of those hours, including (for example) allowances, loading and penalties; and

(iii) any other amounts payable under the employee's contract of employment.

(e) The period of notice in this clause does not apply:

(i) in the case of dismissal for serious misconduct;

(ii) to apprentices;

(iii) to employees engaged for a specific period of time or for a specific task or tasks;

(iv) to trainees whose employment under a traineeship agreement or an approved traineeship is for a specified period or is, for any other reason, limited to the duration of the agreement; or

(v) to casual employees.

14.2 Notice of termination by an employee

(a) The notice of termination required to be given by an employee is the same as that required of an employer, save and except that there is no requirement on the employee to give additional notice based on the age of the employee concerned.

(b) If an employee fails to give the notice set out in clause 14.2 (a) then the employer has the right to withhold moneys due to the employee, excluding from an NES entitlement owed, with a maximum amount equal to the ordinary time rate of pay for the period of notice.

14.3 Job search entitlement

Where an employer has given notice of termination to an employee, an employee will be allowed up to one day's time off without loss of pay for the purpose of seeking other employment. The time off will be taken at times that are convenient to the employee after consultation with the employer.

15. REDUNDANCY

15.1 A permanent employee is entitled to be paid redundancy pay by the employer if the employee's employment is terminated at the employer's initiative because the employer no longer requires the job done by the employee to be done by anyone, except where this is due to the ordinary and customary turnover of labour.

Transfer to lower paid duties

15.2 Where an employee is transferred to lower paid duties for reasons set out in 15.1 the employee will be entitled to the same period of notice of transfer as he/she would be entitled to if his/her employment had been terminated, and the employer may at the employer's option, make payment in lieu thereof an amount equal to the difference between the former ordinary time rate of pay and the new lower ordinary time rates for the number of weeks' notice still owing.

Severance pay

15.3 An employee whose employment is terminated for reasons set out in 15.1 will be paid the following amount of severance pay in respect of a period of continuous service.

(a) If an employee is under 45 years of age, the employer will pay in accordance with the following scale:

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

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

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

6 years and over	20 weeks

15.4 Provided that the severance payments will not exceed the amount the employee would have earned if employment with the employer had proceeded to the employee's normal retirement date.

Definitions

15.5 "Week's pay" means the all-purpose rate of pay for the employee concerned at the date of termination, and will include, in addition to the ordinary rate of pay, over-award payments, shift penalties and uniform and laundry allowances paid in accordance with the Agreement.

Employee Leaving During Notice Period

15.6 An employee whose employment is terminated for reasons set out in clause 15.1 may resign during the period of notice and, if so, will be entitled to the same benefits and payments under this clause had the employee remained with the employer until the expiry of such notice, but will not be entitled to payment in lieu of notice.

Alternative Employment

15.7 Where the employee is offered acceptable alternative employment, the employer may make an application to the Fair Work Commission to have the severance payment varied.

Time off Period of Notice

15.8 During the period of notice of termination given by the employer an employee will be allowed up to one day's time off without loss of pay during each week of notice for the purpose of seeking other employment.

(a) If the employee has been allowed paid leave for more than one day during the notice period for the purpose of seeking other employment, the employee will, at the request of the employer, produce proof of attendance at an interview or they will not receive payment for the time absent.

(b) For this purpose a statutory declaration will be sufficient.

(c) This clause does not apply to employees with less than one year's continuous service.

Employees Exempted

15.9 This clause will not apply where employment has been terminated because the conduct of an employee justifies instant dismissal or in the case of casual employees, or employees engaged for a specific period of time or for a specified task or tasks.

PART 4 – MINIMUM WAGES AND RELATED MATTERS

16. WAGES

16.1 Wages will be provided on the first full pay period on or after (**FFPPOA**) the following dates:

FFPPOA 1 July 2025	FFPPOA 1 July 2026	FFPPOA 1 July 2027
3.5%	3%	2.5%

16.2 For the avoidance of doubt, an employee must be employed at the operative date of the Agreement to receive the wage increases defined at clause 16.1.

16.3 The wage increases referred to in subclause 16.1 of this Clause will be absorbed into any payment made to the employee beyond the minimum rates contained within this Agreement.

16.4 Any further wage increase will be at the discretion of the employer, unless the rate of pay falls below the relevant modern award rate (with reference to the transitional provisions), in such circumstances the rate of pay will default to the minimum rate prescribed in accordance with the relevant modern award rate (with reference to the transitional provisions).

16.5 Rates of pay as increased by this Agreement are set out in Schedule B.

17. SUPERANNUATION

17.1 The employer will make superannuation contributions on behalf of an employee to a superannuation fund of the employee's choice, provided it is an eligible fund as determined by the Australian Taxation Office ("**ATO**"), as required to comply with the *Superannuation Guarantee (Administration) Act 1992* (Cth), as amended from time to time.

17.2 Where an employee does not provide the employer with their choice of superannuation fund within the first 28 days of employment, the employer will make contributions to the employee's stapled superannuation fund (details of which are provided by the ATO). If the employee does not have a stapled superannuation fund, the employer will make contributions to a default superannuation fund with a MySuper product, (the current default fund being HESTA which the employer may change from time to time) on behalf of the employee.

17.3 In addition to the employer's statutory contributions, an employee may make additional contribution from their salary. On receiving written authorisation from the employee the employer will commence making contributions to the employees fund in accordance with the Superannuation Guarantee Charge Act 1992.

17.4 Superannuation fund payments will be paid at the same time as an employee's wages.

17.5 Where an Employee salary packages their wages in accordance with this Agreement, superannuation will be paid on the pre-packaged wages.

18. SALARY SACRIFICE PROCEDURE (SUPERANNUATION ONLY)

18.1 Permanent employees may be able to make voluntary pre-tax contributions or payments through a written salary sacrifice Agreement between the employer and the employee. The employer will pay the salary sacrifice amount in accordance with the salary sacrifice agreement.

18.2 An employee may apply to have their ordinary time earnings reduced by an amount nominated by them as a salary sacrifice contribution for their benefit.

18.3 The total value of the reduced salary and the agreed value of the benefits provided will not be less than the amount that would otherwise be paid if the salary sacrifice arrangement was not in place.

18.4 The employer recognises the need for employees to consider independent financial and taxation advice and recommend that employees consider such advice prior to entering into salary sacrifice arrangements.

18.5 In the event that the law governing superannuation and/or taxation make the objective of this clause ineffective, unattainable or illegal, or at a cost or expense to the employer, the employer will advise the employee concerned. The salary sacrifice contribution arrangement will be terminated or amended on the employer giving one month's notice.

18.6 Unless otherwise agreed by the employer, an employee may revoke or vary their salary sacrifice contribution/payment by giving not less than one month's written notice, provided the terms of any other agreement relating to the salary sacrifice benefit are met.

19. HIGHER DUTIES

19.1 An employee who is called upon to relieve an employee in a higher classification, or is called upon to act in a vacant position of a higher classification, will be entitled to receive for the period of relief or the period during which they act the minimum payment for such higher classification.

19.2 The provisions of 19.1 will not apply where the employee being relieved is absent from duty for a period of one (1) day.

19.3 A Registered Nurse Division 1 who is designated to be in charge of a registered private day procedure centre during a shift when the Nurse Unit Manager is not rostered for duty, will be paid an allowance per shift as per Schedule B. For the avoidance of doubt, this allowance may not be claimed in addition to any payment under 19.1 or 19.2.

20. ALLOWANCES

20.1 On Call Allowance

(a) An On call allowance will be paid as per Schedule B when an employee is

required by the employer to be On call.

(b) If an employee is called in they will receive double time for a call in, with a minimum of 3 hours to be paid per call. If the call exceeds 3 hours, double time will continue to be paid on time worked. For the avoidance of doubt, the minimum payment of 4 hours for casual and part-time employees for an ordinary rostered shift does not apply in this circumstance of a call in.

(c) Rest period after overtime

(i) When overtime work is necessary, it will, wherever reasonably practicable, be so arranged that employees have at least ten consecutive hours off duty between the work of successive days or shifts, including overtime.

(ii) An employee, other than a casual employee, who works so much overtime between the termination of their ordinary work on one day and the commencement of their ordinary work on the next day, that they have not had at least ten consecutive hours off duty between those times, will be released after completion of such overtime, until they have had ten consecutive hours off duty without loss of pay for ordinary working time occurring during such absence.

(iii) If, on the instruction of the employer, an employee resumes or continues to work without having had ten consecutive hours off duty, they will be paid at the rate of double time until released from duty for such period. The employee will then be entitled to be absent until they have had ten consecutive hours off duty without loss of pay for rostered ordinary hours occurring during the absence.

20.2 Lead Gown Allowance

An employee required to wear a lead gown will be paid an allowance of the sum set out in Schedule B for each hour or part thereof that they are required to wear the said apron.

20.3 Meal Allowance

An employee who is required to work more than three hours overtime after their rostered time finishes will be paid a meal allowance as set out in the Schedule B. A further meal allowance will be paid on the completion of each additional four hours overtime worked.

21. UNIFORMS

Sufficient, suitable and serviceable uniforms will be provided free of cost to all employees who are required by the employer to wear uniforms.

22. MANDATORY TRAINING

Where an employee is required to complete mandatory training by the employer, the training will be arranged within ordinary hours where possible and will be paid. However, the employer and an

employee may agree to complete the training outside of the workplace and the employee's ordinary hours of work. In this circumstance employees will be compensated at their ordinary rate of pay for the specified duration of the training.

23. REGISTRATION ALLOWANCE

A registration allowance will be paid by the employer for all registered nursing professionals for an amount equal to the relevant APHRA registration. Employees are to pay their own registration fees and are required to provide evidence of renewal where requested. Reimbursements will be made on provision of an appropriate tax invoice and a copy of the relevant registration.

PART 5 – HOURS OF WORK AND RELATED MATTERS

24. ROSTER OF HOURS

24.1 The ordinary hours of work for each employee, other than casual employees, will be displayed on a roster in a place conveniently accessible to employees.

24.2 The roster will be displayed where practicable at least two weeks prior, but in any event not less than one week prior, to the commencing date of the first working period in the roster.

.

24.3 Notwithstanding the foregoing provisions of this clause, a roster may be altered at any time to enable the nursing service to be carried on where another employee is absent from duty on account of illness or in an emergency: provided that where any such alteration involves an employee working on a day which would otherwise have been such employee's day off, the day off in lieu thereof will be mutually arranged.

24.4 Prior to the date of the changed shift, such change of roster will be notified verbally or in writing to the employee concerned.

24.5 An employee may change their roster at short notice, with the agreement of their unit manager for any reasonable ground.

24.6 An employer may change an employee's roster at short notice, with the agreement of the employee, for any reasonable ground including unexpected situations and unforeseen fluctuations in patient dependency.

25. HOURS OF WORK

25.1 Ordinary hours of work will not exceed an average of 38 per week.

25.2 Subject to the employers consent and further subject to the operational requirements, the arrangement of the 38 hour week may be any one of the following;

(a) by employees working less than 8 ordinary hours each day; or

(b) by employees working less than 8 ordinary hours on one or more days each week; or

(c) by employees working less than a 10 hour day, four (4) days per week; or

(d) by employees working a combination of hours, up to a maximum of 10 hours in a day, working 38 hours per week; or

(e) by fixing one weekday on which all employees will be off during a particular work cycle; or

(f) by rostering employees off on various days of the week during a particular work cycle so that each employee has one week day off during that cycle.

(g) circumstances may arise where different method of implementation of a 38 hour week apply to various groups or sections of employees.

25.3 Shift Allowances

(a) Employees whose rostered hours of duty finish after 6.00pm and before 7.30am, or commence after 6.00pm or before 7.30 am, will be paid a shift allowance of 15%.

(b) "Ordinary rate" and "ordinary time" will not include any percentage addition by reason of the fact that an employee is a part-time or casual employee.

(c) Shift allowances are not paid in addition to overtime.

25.4 Substitute Days

(a) An employer, with the agreement of the majority of employees concerned, may substitute the day an employee is to take off in accordance with their roster for another day in order to meet the requirements of the business.

(b) An individual employee, with the agreement of their employer, may substitute the day they wish to take off for another day.

26. MEAL BREAKS AND REST BREAKS

26.1 Meal breaks

(a) An employee who works in excess of five hours will be entitled to an unpaid meal break of not less than 30 minutes and not more than 60 minutes.

(b) Where an employee is required to remain available or on duty during a meal break, the employee will be paid overtime for all time worked until the meal break is taken.

26.2 Rest breaks

(a) Every employee will be entitled to a paid 10 minute rest break in each four hours worked at a time to be agreed between the employee and employer.

(b) Subject to agreement between the employer and employee, where an employee is eligible for two rest breaks in a single shift, such breaks may alternatively be taken as one 20 minute rest break.

(c) Rest breaks will count as time worked.

27. SATURDAY, SUNDAY AND HOLIDAY RATES OF PAY

27.1 Shift Workers

(a) Where an employee is rostered to work ordinary hours between midnight Friday and midnight Saturday, the employee will be paid a loading of 50% of their ordinary rate of pay for the hours worked during this period.

(b) Where an employee is rostered to work ordinary hours between midnight Saturday and midnight Sunday, the employee will be paid a loading of 75% of their ordinary rate of pay for the hours worked during this period.

27.2 The loadings in 27.1 are not cumulative and are not additional to those in 25.3. Shift loading are not paid in addition to overtime.

28. OVERTIME

28.1 Where the employee (including a part-time employee) is required to work in excess of their usual full-time hours, they will be entitled to overtime at a rate of time and a half for the first two hours and double time thereafter.

28.2 For the purpose of calculating overtime each day or shift will stand alone.

28.3 An employee is to attain approval from their relevant manager prior to overtime being worked. All overtime must be authorised by the relevant manager.

28.4 Subject to the following subclauses, an employer may require an employee to work reasonable overtime at overtime rates or as otherwise provided for under this Agreement:

(a) An employee may refuse to work overtime in circumstances where working of such overtime would result in the employee working hours which are unreasonable.

(b) For the purpose of this subclause, what is reasonable or otherwise will be determined having regard to:

(i) the risk to the employees' health and safety;

(ii) the employees personal circumstances including any family or carer responsibilities;

(iii) the needs of the workplace or enterprise;

(iv) the notice (if any) given by the employer of the overtime and by the employee of their intention to refuse it; and

(v) any other relevant matter.

28.5 Time Off in Lieu of Payment of Overtime

(a) An employee may elect, with the consent of the employer, to take time off in lieu of payment for overtime at a time or times agreed with the employer within 12 months of the said election.

(b) An employee may not accrue more than 15.2 hours TIL (Time Off in Lieu of Payment of Overtime) at any time. Once 15.2 hours of TIL has been accrued any further overtime hours worked will automatically be paid at overtime rates until the balance of TIL is less than 15.2.

(c) Overtime taken as time off during ordinary time hours will be taken at time for time.

(d) If, having elected to take time off in lieu in accordance with clause 28.5(a), the leave is not taken for whatever reason, payment for time accrued at overtime rates will be made at the expiry of the 12 month period or on termination.

(e) Where no election is made in accordance with the said clause 28.5(a), the employee will be paid overtime rates in accordance with this Agreement.

29. APPLICATION OF OVERTIME, PENATLIES, PUBLIC HOLIDAYS

Where an employee works hours which would entitle them to payment in accordance with overtime, shift and weekend penalties, allowances or public holiday provisions of this Agreement, only the highest of any such penalty or entitlement will be payable.

PART 6 – LEAVE AND PUBLIC HOLIDAYS

30. PARENTAL LEAVE

30.1 Employees are entitled to parental leave in accordance with the provisions of the Fair Work Act 2009, as amended from time to time.

30.2 Permanent employees eligible for parental leave in accordance with 30.1 will be entitled to the following paid parental leave:

(a) 12 weeks paid primary carer parental leave, adoption leave will be given to any permanent employee who qualifies for primary carer parental leave and adoption leave under the provisions of the Agreement from the date of lodgement of the Agreement.

(b) Two week's paid birth partner leave will be given to any permanent employee who qualifies for secondary carer leave under the provisions of the Agreement from the date of lodgement of the Agreement.

30.3 If you are eligible to receive payments under the Paid Parental Leave Act 2010 (Cth) (as in force at the date of the commencement of this Agreement) (the PPL) then for such time as the scheme operates in that form, the employer will pass on any of those entitlements in addition to any applicable payment under clause 30.2 (a) of this Agreement. In the event that the PPL is amended, or if a further scheme is introduced by the Government, which provides for a payment to you which exceeds the combination of the PPL entitlement in place on the commencement of this Agreement and the entitlement under 30.2 (a), then the payment under clause 30.2(a) of this Agreement will be inclusive of and will absorb any increased payments under the amended PPL or other such new Government Scheme.

30.4 An employee will be entitled to work until their due date. If requested by the Manager or nominee, the employee will provide a statement from their medical practitioner or midwife to the effect that continuing employment until their due date is not a risk to the employee or the unborn child.

In addition, the employee may take all accrued annual leave prior to a return to work from primary carer parental and adoption leave and secondary carer parental leave.

31. ANNUAL LEAVE

31.1 Annual Leave

(a) For each year of service with their employer, a full-time employee is entitled to 5 weeks of paid annual leave. Part-time employees will be entitled to such leave as prescribed herein on a pro-rata basis.

An employee’s entitlement to paid annual leave accrues progressively during a year of service according to the employee’s ordinary hours of work, and

accumulates from year to year.

A shift worker, as defined herein, is entitled to an additional week's annual leave to that prescribed in subparagraph (a) above. For the purposes of this provision a shift worker is defined as an employee who is regularly rostered ordinary hours over seven days a week and regularly works ordinary hours on weekends.

(b) in addition to the periods specified in paragraph (a) of this subclause one day will be added to the period of leave for each public holiday prescribed by clause 38, which occurs during the period of annual leave.

31.2 Such annual leave will be given and will be taken within a period of twelve months after the date when the right to annual leave accrued, or in accordance with 31.9.

31.3 The employer will give each employee, where practicable, at least three months' notice of the date upon which they will enter upon their annual leave. In any event such notice will not be less than 28 days.

31.4 An employee going on leave, will be paid for the period of leave at the ordinary rate of salary to which they are entitled under their contract of employment on a fortnightly basis.

31.5 When the employment of an employee is terminated, they will be entitled to receive a proportionate payment for all service for which no annual leave has been granted at the time rate of pay, as fixed under their contract of employment. The pro-rata annual leave payments will be equal to one-twelfth of such ordinary pay for that period of employment.

31.6 An employee may make an application to take annual leave after 3 months of employment, provided that the amount of leave requested does not exceed the value of accrued leave entitlement.

31.7 Annual leave loading

(a) In addition to their ordinary pay, an employee, other than a shift worker, will be paid an annual leave loading of 17.5% of their ordinary pay on a maximum of 152 hours/four weeks annual leave per annum.

(b) Shift workers, in addition to their ordinary pay, will be paid the higher of:

(i) an annual leave loading of 17.5% of ordinary pay; or

(ii) the weekend and shift penalties the employee would have received had they not been on leave during the relevant period.

31.8 Payment in lieu of an amount of annual leave

(a) Upon receipt of a written request by an employee, the employer may authorise the employee to receive pay in lieu of an amount of annual leave.

(i) Paid annual leave must not be cashed out if the cashing out would

result in the employee's remaining accrued entitlement to paid annual leave being less than 4 weeks; and

(ii) Where an employee forgoes an entitlement to take an amount of annual leave, the employee must be paid at least the full amount that would have been payable to the employee had the employee taken the leave that the employee has forgone.

31.9 An employee must take an amount of annual leave during a particular period if:

(a) the employee is directed to do so by his or her employer; and

(b) at the time that the direction is given, the employee has annual leave credited to them of more than 1/13 of the number of nominal hours worked by the employee for the employer during the period of 104 weeks ending at the time that the direction is given; and

(c) the amount of annual leave that the employee is directed to take is less than, or equal to, 1/4 of the amount of credited annual leave of the employee at the time that the direction is given.

(d) the timing of the annual leave can be at the employees' choosing, but it cannot be later than 4 weeks after the direction is given by the employer.

32. PERSONAL/CARER'S LEAVE

32.1 Amount of paid personal/carer's leave

An employee, other than a casual employee, is entitled to 10 days paid personal/carer's leave per annum (pro-rata for part-time employees).

32.2 Immediate family or household

(a) The entitlement to use personal/carer's leave to care for or support a member of the employee's immediate family or members of the employee's household is subject to the person being either a member of the employee's immediate family or a member of the employee's household.

(b) The term immediate family includes:

(i) a spouse, de facto partner, child parent, grandparent, grandchild or sibling of the employee; or

(ii) a child, parent, grandparent, grandchild or sibling of the spouse or de facto partner of the employee.

32.3 Personal leave for personal injury or sickness

An employee is entitled to take personal/carer's leave because the employee is not fit for work because of a personal illness, or a personal injury, affecting the employee. The employer will require evidence of sickness or injury in the form of a medical

certificate from the employee's usual treating medical/health practitioner when the employee takes two (2) or more consecutive days sick or if a staff member takes sick leave before or after a weekend, public holiday or RDO, in a pattern or on a regular basis.

32.4 Cumulative personal leave

(a) Personal leave entitlements which are untaken at the completion of the employee's anniversary year will accumulate.

(b) For the purpose of this clause a working day will be one of seven hours 36 minutes.

32.5 Personal leave to care for immediate family or household members

(a) An employee is entitled to use up their personal/carer's leave, including accrued leave, to care for or give support to members of their immediate family or household because a personal illness, or personal injury, affecting the member or an unexpected emergency affecting the member.. Leave may be taken for part of a single day.

(b) The entitlement to use personal/carer's leave is subject to the employee being responsible for the care of the person concerned.

(c) Evidence supporting claim

(i) When taking leave to care for members of their immediate family or household who are sick and require care and support, the employee must, if required by the employer, establish by production of a medical certificate, the illness of the person concerned and that the illness is such as to require care by another.

(ii) When taking leave to care for members of their immediate family or household who require care due to an unexpected emergency, the employee must, if required by the employer, establish by production of documentation acceptable to the employer or statutory declaration, the nature of the emergency and that such emergency resulted in the person concerned requiring care by the employee.

(iii) In normal circumstances an employee must not take personal leave under this clause where another person has taken leave to care for the same person.

(iv) The employee must, where practicable, give the employer notice prior to the absence of the intention to take leave, the name of the person requiring care and their relationship to the employee, the reasons for taking such leave and the estimated length of absence. If it is not practicable for the employee/officer to give prior notice of absence, the employee must notify the employer by telephone of such absence at the first opportunity on the day of absence.

(v) Each day or part of a day personal leave taken in accordance with 32.5 is to be deducted from the amount of personal leave provided in 32.1.

(vi) An employee is entitled to use accumulated personal/carer's leave as paid personal/carer's leave to care for a family or household member, in accordance with 32.4, if the employee has used the current year's personal leave entitlement.

32.6 Unpaid personal/carer's leave

Where an employee has exhausted all paid personal/carer's leave entitlements, they are entitled to take unpaid carer's leave to care or give support to members of their immediate family or household who because of personal illness, or personal injury, affecting the member or due to an unexpected emergency affecting the member. The employer and the employee will agree on the period. In the absence of agreement, the employee is entitled to take up to two days of unpaid leave per permissible occasion, provided the requirements of clause 32.5(c) are met.

33. COMPASSIONATE LEAVE

33.1 A permanent employee will be entitled to two (2) days paid compassionate leave per occasion when:

(a) a member of the Employee's immediate family or a member of the Employee's household:

(i) contracts or develops a personal illness that poses a serious threat to his or her life; or

(ii) sustains a personal injury that poses a serious threat to his or her life; or

(iii) dies; or

(b) a child is stillborn, where the child would have been a member of the Employee's immediate family, or a member of the Employee's household, if the child had been born alive; or

(c) the Employee, or the Employee's spouse or de facto spouse, has a miscarriage.

33.2 An employee may be required to provide evidence to the satisfaction of the employer when taking compassionate leave.

33.3 For the purposes of this clause "immediate family" includes:

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

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

This sub-clause will have no operation while the period of entitlement to leave under it coincides with any other period of entitlement to leave.

33.4 The compassionate leave in 33.1 will be paid for full and part time employees. For casual employees, compassionate leave is unpaid.

34. LONG SERVICE LEAVE

34.1 Employees will be entitled to long service leave on the following basis:

(a) An employee who has completed 10 years of service with an employer will be entitled to take two months' long service leave, and a further one month for every five years completed service thereafter.

(b) Upon termination an employee will be entitled to receive payment for any long service leave which has fallen due and has not been taken, and in addition will receive pro rata payments on the following basis:

(i) For service between 10 and 15 years the employee will be entitled to receive pro rata long service leave upon termination for any cause on the basis of three months for 15 years' service.

(ii) An employee who has completed at least five years' service as an adult but less than 10 years' total service and whose services are terminated by the employer for reasons other than serious and wilful misconduct, or by the employee on account of illness, incapacity or domestic or other pressing necessity, or by reason of the death of the employee, will receive pro rata long service leave on the basis of two months for 10 years' service.

34.2 Otherwise the provisions of the *Long Service Leave Act 1955* (NSW), as amended, will apply.

34.3 If such employee dies before entering upon such extended leave, or if, after having entered upon the same, dies before its termination, his/her widow/widower/other legal benefactor or, in the case of a widow/widower/other legal benefactor leaving children, his/her children or their guardians or other dependent relatives or their legal representatives, will be entitled to receive the monetary value of the leave not taken or not completed, as the case may be, and computed at the rate of salary which the employee had been receiving at the time of death.

34.4 Employees previously engaged under the Regional Imaging Border (RIB) Medical Imaging Technologists Collective Agreement 2007 will be entitled to accrue Long Service Leave in accordance with Schedule C.

35. PROFESSIONAL DEVELOPMENT

35.1 Each full-time nurse (pro rata, for part-time nurses) is able to access paid leave for the purposes of attendance at approved conferences/seminars. 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 employer.

35.2 The time and manner of taking any entitlement under this provision is to be mutually agreed between the employer and the employee and the course and means of dissemination of

conference/seminar information is to be approved by the Regional Manager.

35.3 Reasonable costs may be paid by the employer on a shared basis with the employee, when the employer selects and/or approves the employee for the conference/seminar.

35.4 All staff granted conference/seminar leave will be required to provide an in-service to other staff on the learning from the leave and to provide a report to the Regional Manager.

36. CEREMONIAL LEAVE

36.1 A permanent employee who is legitimately required by Aboriginal and Torres Strait Islander tradition to be absent from work for Aboriginal ceremonial purposes will be entitled to up to 10 working days of unpaid leave in any one year, with the prior written approval of the employer. The employee must provide documentary evidence or a statutory declaration of the Ceremonial Leave to the employer within 24 hours of commencement of such absence.

37. FAMILY AND DOMESTIC VIOLENCE LEAVE

37.1 An employee, including casual employees, who experiences family and domestic violence, threatening or other abusive behaviour by a close relative, household member, or current or former intimate partner, that seeks to coerce or control the employee and that causes them harm or to be fearful, will be entitled to 10 days of paid leave.

37.2 **Entitlement to paid leave**

(a) Each year, an employee is entitled to 10 days' paid leave to deal with family and domestic violence, as follows:

(i) the leave is available in full at the start of each 12 month period of the employee's employment; and

(ii) the leave does not accumulate from year to year; and

(iii) is available in full to part-time and casual employees.

(b) An employee may take paid leave to deal with family and domestic violence if the employee:

(i) is experiencing family and domestic violence; and

(ii) needs to do something to deal with the impact of the family and domestic violence and it is impractical for the employee to do that thing outside their ordinary hours of work.

Note: The reasons for which an employee may take leave include making arrangements for their safety or the safety of a family member (including relocation), attending urgent court hearings, or accessing police services.

(c) An employee who has utilised their full 10 days paid entitlement in a year may apply to use their personal leave entitlement.

37.3 **Notice and evidence requirements**

(a) An employee must give their employer notice of the taking of leave by the employee. The notice:

(i) must be given to the employer as soon as practicable (which may be a time after the leave has started); and

(ii) must advise the employer of the period, or expected period, of the leave.

(b) An employee who has given their employer notice of the taking of leave under this clause must, if required by the employer, give the employer evidence that would satisfy a reasonable person that the leave is taken for the purpose specified in clause 37.2 (b).

Note: Depending on the circumstances such evidence may include a document issued by the police service, a court or a family violence support service, or a statutory declaration.

37.4 **Confidentiality**

(a) Employers must take steps to ensure information concerning any notice an employee has given, or evidence an employee has provided under clause 37.3 is treated confidentially, as far as it is reasonably practicable to do so.

(b) Nothing in clause 37 prevents an employer from disclosing information provided by an employee if the disclosure is required by an Australian law or is necessary to protect the life, health or safety of the employee or another person.

38. PUBLIC HOLIDAYS

38.1 Employees will be entitled to the following public holidays without loss of pay: New Year's Day, Australia Day, Good Friday, Easter Saturday, Easter Sunday, Easter Monday, Anzac Day, Queen's Birthday, Labour Day, Christmas Day, Boxing Day, or such other day as is generally observed in the locality as a substitute for any of the said days, respectively, together with all proclaimed public holidays throughout the State.

38.2 In addition to those public holidays specified in 38.1 employees will be entitled to an extra public holiday each year. Such public holiday will occur on the day on which August Bank Holiday is observed, or at the election of the employer may be transferred as an additional public holiday to a day between Christmas and New Year.

38.3 Any individual employer wishing to transfer the August Bank holiday will nominate before 1 July of each calendar year the day on which the additional public holiday is to be observed. Such date will occur within the days Monday to Friday inclusive and will not coincide with a date that is already a gazetted public holiday for that calendar year. Once such an election is made, such date then becomes the date on which the additional public holiday is to be observed for all workers in that establishment covered by this Agreement.

38.4 Every employee allowed a holiday specified herein will be deemed to have worked

in the week in which the holiday falls the number of ordinary hours that the employee would have worked had the day not been a holiday.

38.5 In determining whether a part-time employee who works a rotating roster is entitled to receive the benefits for a particular public holiday not worked, the employer will determine this by reviewing the roster pattern of the individual over the preceding twelve months. If the rosters show that the employee has worked 50% or more on the days on which a particular public holiday falls, the employee will be entitled to receive the rostered off benefit for that public holiday.

38.6 Employees required to work on a Public Holiday, and who actually work on a public holiday, will be entitled to be paid double time for all hours worked on the public holiday.

PART 7 – OTHER MATTERS

39. WORKPLACE DELEGATES

39.1 The Workplace Delegates term of the Nurses Award 2020 will be taken to be a term of this Agreement at the time of approval.

39.2 Notwithstanding clause 39.1, leave to attend trade union and union delegate courses/seminars will be as follows:

(a) To a maximum of three (3) days per year (1 January to 31 December) for the totality of all applications of paid trade union, union delegate training leave, attendance at association conferences, meetings and courses provided that:

(i) The scope, content and level of the courses are directed to the enhancement of the operation of the settlement of dispute procedures;

(ii) That two (2) weeks' notice is provided to the employer;

(iii) The approval of leave must have regard to the operational requirements of the employer;

(iv) This leave will be paid at the ordinary time rate of pay.

(b) Leave of absence granted pursuant to this clause will count as service for all purposes of this Agreement.

40. RECOGNITION OF SERVICE AND EXPERIENCE

40.1 The employer will notify each nurse in writing of the requirements of this clause at the time of the nurse's commencement of employment. If the employer does not so notify the nurse then the requirements of this clause will not commence until the employer does so notify the nurse.

40.2 From the time of commencement of employment the nurse has three months in which to provide documentary evidence to their employer detailing any other 'service' or 'experience', not disclosed at the time of commencement. This evidence, in the absence of other documentary evidence may take the form of a statutory declaration.

40.3 Until such time as the nurse furnishes any such documentation contemplated in 40.2 above the employer will pay the nurse at the level for which documentary evidence has been provided.

40.4 If within three months of commencing employment a nurse does provide documentary evidence of other previous service or experience not disclosed at the time of commencement, the employer will pay the nurse at the appropriate rate as and from the date of commencement that would have been paid from that date had the additional evidence been provided at that time.

40.5 If a nurse provides documentary evidence of other previous service or experience not disclosed at the time of commencement after the said three months period, the nurse

will be paid a rate appropriate for the previous service or experience then proved but only from the date of providing that evidence to the employer.

40.6 A nurse who is working as a nurse for more than one organisation will notify each employer under this Agreement within one month of the end of each quarter of their hours of service or experience, as appropriate, worked with those other employers in the last quarter.

40.7 A nurse who is entitled to progress to the next year of service or experience (by reason of hours worked with other employers) as and from a particular date must provide documentary evidence of that entitlement within three months of that entitlement arising. If that proof is so provided the nurse will be paid at the higher rate as and from the particular date. If the documentary evidence is provided outside that three month period the nurse will be paid at the higher rate only from the date of proof.

40.8 Progression for all classifications for which there is more than one pay point will be by annual movement to the next pay point, or in the case of a part-time or casual employee 1786 hours of experience.

41. REASONABLE WORKLOADS FOR NURSES

41.1 The employer has a responsibility to provide reasonable workloads for nurses.

41.2 The following principles will be applied in determining or allocating a reasonable workload for a nurse:

(a) the workload assessment, will take into account demand by way of clinical assessment, including acuity; skill mix, including specialisation where relevant; and geographical and other local requirements/resources;

(b) the work performed by the employee will be able to be satisfactorily completed within the ordinary hours of work assigned to the employee in their roster cycle;

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

(d) the workload expected of an employee will not be unfair or unreasonable having regard to the skills, experience and classification of the employee for the period in which the workload is allocated;

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

(f) an employee will not be required to work an unreasonable amount of overtime unless consulted with and agreed to by the employee; and

41.3 Any dispute will be settled with the Nursing Unit Manager and the Regional Manager.

SIGNATURES

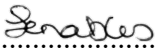
Signed for and on behalf of } Signature: 
I-MED Regional Pty Limited
and I-MED Services Pty Limited

Name David Steele

Title General Manager

Address Level 12, 345 George Street

Sydney NSW 2000

In the presence of: Signature: 

Print Name: Lauren Venables

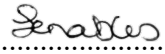
Date: 11/08/2026 Address: 90 Corinna Street, Woden, ACT, 2606

Signed on behalf of the } Signature: 
Employees

Name Michelle Sharp

Title Enrolled Nurse

Address 36 Hardy Ave, Wagga Wagga, NSW, 2650

In the presence of: Signature: 

Print Name: Lauren Venables

Date: 11/08/2026 Address: 90 Corinna Street , Woden, ACT 2606

SCHEDULE A - CLASSIFICATIONS AND DEFINITIONS

(i) **"Board"** means the Nurses' and Midwives' Board of New South Wales.

(ii) **"Assistant in Nursing"** means a person, other than a registered nurse, student nurse or trainee registered nurse who is employed in nursing duties

(iii) **"Registered Nurse Division 2 (Enrolled)"** means a person registered by the Board as such.

(iv) **"Registered Nurse Division 1"** means a person registered by the Board as such..

(v) **"Nursing Unit Manager"** means a registered nurse in charge of nurses involved in Medical Imaging and will include:

(1) "Nursing Unit Manager Level 1" whose responsibilities include:

(A) Co-ordination of Patient Services

- Liaison with all health care disciplines for the provision of services to meet patient needs at a Regional Imaging site.
- The orchestration of services to meet patient needs.
- Monitoring catering and transport services.

(B) Unit Management

- Implementation of Regional Imaging Pty Ltd Policy.
- Dissemination of information to all personnel.
- Ensuring environmental safety.
- Monitoring the use and maintenance of equipment.
- Monitoring the supply and use of stock and supplies.
- Monitoring cleaning services.

(C) Nursing Staff Management

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

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

SCHEDULE B – WAGES AND ALLOWANCES

Classification	Current rates	FPPOA 01 JULY 2025	FPPOA 01 JULY 2026	FPPOA 01 JULY 2027
	per hour	per hour	per hour	per hour
Registered Nurse Division 2 (Enrolled)				
1st year	35.98	37.24	38.35	39.31
2nd year	36.79	38.08	39.22	40.20
3rd year	37.54	38.86	40.02	41.02
4th year	38.35	39.69	40.88	41.90
Thereafter	39.17	40.54	41.76	42.80
Registered Nurse Division 1				
1st year	40.78	42.20	43.47	44.56
2nd year	43.00	44.51	45.84	46.99
3rd year	45.25	46.83	48.24	49.44
4th year	47.61	49.27	50.75	52.02
5th year	49.96	51.70	53.25	54.59
6th year	52.34	54.18	55.80	57.20
7th year	55.00	56.93	58.63	60.10
8th year	57.26	59.26	61.04	62.57
Nurse Unit Manager				
Level 1	63.97	66.21	68.20	69.90

Allowances	Effective upon operative date of the Agreement
Lead Gown Allowance (per hour)	$2.09
Meal Allowance	$29.92
On Call Allowance (per hour)	Monday to Friday $2.57 per hour Saturday and Sunday $5.02 per hour Public Holidays $8.15 per hour
Higher Duties (per day)	$36.63

SCHEDULE C – LONG SERVICE LEAVE

Preserved Long service leave accrual entitlements for nurses engaged under the Regional Imaging Border (RIB) Medical Imaging Technologists Collective Agreement 2007 will be entitled to accrue Long Service Leave on the following basis:

(i) An employee who has completed 10 years of service with an employer will be entitled to take 13 weeks long service leave, and a further 6.5 weeks for every five years completed service thereafter.

(ii) Upon termination by the employer, an employee will be entitled to receive payment for any long service leave which has fallen due and has not been taken, and in addition will receive pro rata payments on the following basis:

(1) For service between 10 and 15 years the employee will be entitled to receive pro rata long service leave upon termination for any cause on the basis of 19.5 weeks for 15 years' service.

(2) An employee who has completed at least five years' service as an adult but less than 10 years' total service and whose services are terminated by the employer for reasons other than serious and wilful misconduct, or by the employee on account of illness, incapacity or domestic or other pressing necessity, or by reason of the death of the employee, will receive pro rata long service leave on the basis of 13 weeks for 10 years' service.

(iii) Other than the accrual provisions, the provisions of the Agreement at clause 34 will otherwise apply.

SCHEDULE D

IN THE FAIR WORK COMMISSION

FWC Matter No.: AG2026/2234

Applicant: I-MED Regional Pty Limited Trading AS I-MED Radiology Network

Section 185 – Application for approval of a single enterprise agreement

Undertaking – Section 190

I, David Steele, General Manager NSW/ACT/WA, have the authority given to me by I-MED Regional Pty Limited (ACN 095 630 792) (**"I-MED**") to give the following undertakings with respect to the *I-MED Border and Riverina Nurses Enterprise Agreement 2025* ("the **Agreement**"):

1. Clause 25.3(b) of the Agreement shall be deleted.

2. The words "Shift Workers" at clause 27.1 of the Agreement shall be deleted.

3. The reference to "Queen's Birthday" in clause 38.1 of the Agreement will be deleted, and replaced with "King's Birthday".

4. Clause 39.2 of the Agreement provides for paid time away from work that supersedes and replaces any entitlement to paid time away from work provided for under the *Nurses Award 2020*.

5. The words "Nurses' and Midwives' Board of New South Wales" at paragraph (i) of Schedule A of the Agreement shall be deleted, and replaced with "The Nursing and Midwifery Board of Australia".

6. The definition of "Assistant in Nursing" at paragraph (ii) of Schedule A of the Agreement shall be deleted.



Signature

16/09/2026

Date