DECISION

Fair Work Act 2009
s.185—Enterprise agreement

Sight For Life Foundation Ltd trading as Sight Foundation
(AG2026/2366)

SIGHT FOR LIFE FOUNDATION AND NSWNMA/ANMF ENTERPRISE AGREEMENT 2026

Health and welfare services

DEPUTY PRESIDENT BOYCE SYDNEY, 18 SEPTEMBER 2026

Application for approval of the Sight for Life Foundation and NSWNMA/ANMF Enterprise Agreement 2026

[1] An application has been made for approval of an enterprise agreement to be known as the *Sight for Life Foundation and NSWNMA/ANMF Enterprise Agreement 2026* (**Agreement**). The application was made pursuant to s.185 of the *Fair Work Act 2009* (**Act**). It has been made by Sight for Life Foundation Ltd trading as Sight Foundation (**Employer**). The Agreement is a single enterprise agreement.

Application brought out of time

[2] The Agreement was filed with the Fair Work Commission (**Commission**) one day outside of the 14-day period that an enterprise agreement approval application must be filed with the Commission (s.185(3) of the Act). The Commission may extend this 14-day period if it considers it fair to extend the time period. The Employer has made submissions that detail the circumstances as to why the Agreement was lodged one day outside of the 14-day period. Having regard to the circumstances outlined by the Employer in writing to the Commission, I consider it fair to extend the time period (by one day) to which this Application was filed with the Commission to 28 August 2026.

Coverage of employee organisation

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

Conclusion

[4] I am satisfied that each of the requirements of ss.186, 187, and 188 of the Act, as are relevant to this application for approval, have been met.

[5] I am satisfied the more beneficial entitlements of the National Employment Standards (**NES**) will prevail where there is an inconsistency between the Agreement and the NES.

[6] The Agreement is approved and, in accordance with s.54 of the Act, will operate from 25 September 2026. The nominal expiry date of the Agreement is 30 June 2029.



DEPUTY PRESIDENT

Printed by authority of the Commonwealth Government Printer

<AE534144 PR814548>

SIGHT FOR LIFE FOUNDATION LTD AND NSWNMA / ANMF (NSW BRANCH) ENTERPRISE AGREEMENT 2026

PART A

1. Arrangement

Clause No. Subject Matter Page Number

1. Arrangement 2
PART I – APPLICATION AND OPERATION 4
2. Introduction 4
3. Title 4
4. Term 4
5. Coverage 4
6. Objectives 4
7. Definitions 5
8. Access to the Agreement 7
9. National Employment Standards and this Agreement 7
10. Individual Flexibility Arrangements 7
11. Requests for Flexible Working Arrangements 8
12. Labour Flexibility 8
PART II – CONSULTATION AND DISPUTE RESOLUTION 9
13. Consultation 9
14. Dispute Resolution 11
PART III – TYPES OF EMPLOYMENT AND TERMINATION OF EMPLOYMENT 12
15. Types of Employment 12
16. Termination of Employment 15
17. Redundancy 17
PART IV – MINIMUM WAGES AND RELATED MATTERS 19
18. Classifications 19
19. Minimum Wages and Wage Increases 19
20. Progression through pay points 19
21. Recognition of Service and Experience 20
22. Allowances 20
23. Payment of Wages 21
24. Superannuation 22
PART V – HOURS OF WORK AND RELATED MATTERS 23
25. Hours of work 23
26. Span of hours 24
27. Breaks between shifts 25
28. Rosters 25
29. Employee Right to Disconnect 26
30. Banking of Hours 26
31. Saturday and Sunday work 27
32. Breaks 28
33. Overtime 28
34. Shiftwork 31
35. Higher Duties 32
PART VI – LEAVE AND PUBLIC HOLIDAYS 32
36. Annual Leave 32
37. Public Holidays 37
38. Personal/Carer's Leave 38
39. Compassionate Leave 41
40. Long Service Leave 43
41. Parental Leave 44
42. Community Services Leave 47
43. Family and Domestic Violence Leave 50
44. Leave Without Pay 51
45. Workplace Delegates' Rights 51
46. Union Matters 54

47. Learning and Development 55
PART VII – OTHER MATTERS 55
48. Attendance at Meetings and Fire Drills 55
49. Staff Amenities 56
50. Patient Escort Duty 56
51. Medical Examination of Nurses 57
52. Anti-Discrimination 57
PART A – CLASSIFICATIONS 58
PART B – WAGES AND ALLOWANCES 61
Table 1 – Monetary Rates 61
Table 2 – Other Rates and Allowances 62

PART I – APPLICATION AND OPERATION

2. Introduction

2.1 This Agreement is made under section 172(4) of the *Fair Work Act 2009*. Sight for Life Foundation will take the necessary steps to seek approval of this Agreement under sections 185A and 186 of the Act.

2.2 Sight for Life Foundation will formally advise the Union when the Agreement is made in order for the Union to apply under section 182(3) of the *Fair Work Act 2009* to be covered by the Agreement.

2.3 It is the intention of this Agreement that the Union will be covered by this Agreement.

3. Title

3.1 This agreement is called the *Sight for Life Foundation and NSWNMA/ANMF Enterprise Agreement 2026* ('the Agreement").

4. Term

4.1 The agreement will commence 7 days after the date of approval by the Fair Work Commission and shall have a nominal expiry date of 30 June 2029.

5. Coverage

5.1 This agreement shall cover the following:

(a) Sight For Life Foundation (ABN 46 115 149 561) of 3rd Floor Sydney Eye Hospital, 8 Macquarie Street, SYDNEY NSW 2000 and;

(b) Australian Nursing and Midwifery Federation New South Wales Branch (ANMF NSW Branch) (ABN 85 726 054 782) ('the Union") of 50 O'Dea Avenue Waterloo, New South Wales, 2017; and

(c) Nursing employees employed by Sight for Life Foundation in classifications listed in Table 1 – Monetary Rates of Part B.

6. Objectives

6.1 General Objective

It is the objective of the parties to this Agreement to implement workplace practices to provide for flexible working arrangements to ensure continuous improvement in the efficiency and service quality of Sight for Life Foundation, to enhance skills and job satisfaction and assist positively towards ensuring that Sight for Life Foundation continues to be an efficient and effective enterprise.

6.2 Agreement Objectives

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

(a) The satisfaction of its clients' needs by providing service of the highest quality by motivated employees 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 well placed to meet changing clients' priorities, markets and technology;

(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 Sight for Life Foundation a viable, productive and enduring business offering secure employment and worthwhile careers for employees, where practical;

(e) The fostering of an environment in which employees care about and take pride in their work.

7. Definitions

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

"Act" shall mean the Fair Work Act 2009.

"AHPRA" means the Australian Health Practitioner Regulation Agency and shall also be taken to mean a reference to the Board as appropriate/applicable.

"Award" means the Nurses Award 2020 as amended from time to time.

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

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

"Clinical Services Manager" includes a Registered Nurse who is registered by Sight for Life Foundation with the New South Wales Ministry of Health as the person in charge of the Day Procedure Centre. The Clinical Services Manager must have 5 years of post-graduate experience and 12 months of senior management experience. There shall be only one person entitled to be classified as Clinical Services Manager.

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

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

"Experience" in relation to an Enrolled Nurse or a Registered Nurse means experience before and/or after the commencement of this Agreement whether within New South

Wales or elsewhere and in the case of an Enrolled Nurse who was formerly a student nurse includes experience as such student nurse.

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

"**Enrolled Nurse"** means a person registered by the Board as an Enrolled Nurse.

"Enrolled Nurse with Notation" means an Enrolled Nurse who is registered and endorsed by the Nursing and Midwifery Board of Australia but does not hold a Board-approved qualification in medicines administration.

"Immediate Family" means:

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

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

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

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

"Medical Certificate" means a certificate signed by a registered health practitioner.

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

"Nursing Unit Manager" means a Registered Nurse in charge of a ward or unit whose responsibilities include providing leadership and role modelling particularly in the areas of staff, policy and accountability.

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

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

"Service" for the purpose of Recognition of Service and Experience, means service before or after the commencement of this Agreement in New South Wales or elsewhere as a Registered Nurse, provided that all service recognised prior to the commencement of this Agreement shall continue to be recognised.

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

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

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

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

8. Access to the Agreement

8.1 Sight for Life Foundation must ensure that a copy of this Agreement is available to all employees to whom it applies either on a noticeboard which is conveniently located at the workplace or via electronic means.

9. National Employment Standards and this Agreement

9.1 It is the intention of this Agreement that the NES, as it may be varied from time to time, shall apply to the employees the subject of this Agreement. Any provisions of the NES that are also referred to or set out in this Agreement are for the ease of the parties.

9.2 Where the NES provides, or is varied to provide, a condition or entitlement more favourable to the employee in a particular respect than that set out in this Agreement, the better entitlement will apply.

9.3 The minimum guarantees provided by the NES will override less favourable provisions in this Agreement.

10. Individual Flexibility Arrangements

10.1 Sight for Life Foundation 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 agreement deals with 1 or more of the following matters:

(i) arrangements about when work is performed;

(ii) overtime rates;

(iii) penalty rates;

(iv) allowances;

(v) leave loading; and

(b) the arrangement meets the genuine needs of Sight for Life Foundation and the employee in relation to 1 or more of the matters mentioned in subclause 10.1(a); and

(c) the arrangement is genuinely agreed to by Sight for Life Foundation and the employee.

10.2 Sight for Life Foundation 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 *Fair Work Act 2009*; and

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

10.3 Sight for Life Foundation must ensure that the individual flexibility arrangement:

(a) is in writing; and

(b) includes the name of Sight for Life Foundation and the employee; and

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

(d) includes details of:

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

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

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

(e) states the day on which the arrangement commences.

10.4 Sight For Life Foundation must give the employee a copy of the individual flexibility arrangement within 14 days after it is agreed to.

10.5 Sight For Life Foundation or the employee may terminate the individual flexibility arrangement:

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

(b) if Sight for Life Foundation and the employee agree in writing – at any time.

11. Requests for Flexible Working Arrangements

11.1 Requests for flexible working arrangements are provided for in the NES.

11.2 Disputes about requests for flexible working arrangements may be dealt with under Clause 14, Dispute Resolution and/or under section 65B of the Act.

12. Labour Flexibility

12.1 Sight for Life Foundation 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. Such duties may include work which is incidental or peripheral to the employee's main tasks provided that such duties are not designed to promote deskilling.

12.2 Sight for Life Foundation may direct an employee to carry out such duties and use such tools and equipment as may be required provided that the employee has been properly trained in the use of such tools and equipment.

12.3 Any direction issued by the employer pursuant to subclauses 12.1 and 12.2 shall be consistent with Sight for Life Foundation's responsibilities to provide a safe and healthy working environment for employees and Sight for Life Foundation's duty of care to patients.

PART II – CONSULTATION AND DISPUTE RESOLUTION

13. Consultation

13.1 This term applies if Sight for Life Foundation:

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

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

Major change

13.2 For a major change referred to in subclause 13.1(a):

(a) Sight for Life Foundation must notify the relevant employees and their representative/s, which may include the Union, of the decision to introduce the major change; and

(b) subclauses 13.3 to 13.9 apply.

13.3 The relevant employee or employees may appoint a representative for the purpose of the procedures in this term.

13.4 If:

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

(b) the employee or employees advise Sight for Life Foundation of the identity of the representative;

Sight for Life Foundation must recognise the representative.

13.5 As soon as practicable after making its decision, Sight for Life Foundation 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 Sight for Life Foundation is taking to avert or mitigate the adverse effect of the change on the employees; and

(b) for the purposes of the consultation – 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.

13.6 However, Sight for Life Foundation is not required to disclose confidential or commercially sensitive information to the relevant employees.

13.7 Sight for Life Foundation must give prompt and genuine consideration to matters raised about the major change by the relevant employees.

13.8 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 subclause 13.2(a) and subclauses 13.3 and 13.5 are taken not to apply.

13.9 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 in 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.

C*hange to regular roster or ordinary hours of work*

13.10 For a change referred to in paragraph 13.1(b):

(a) Sight for Life Foundation must notify the relevant employees of the proposed change; and

(b) subclauses 13.11 to 13.15 apply.

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

13.12 If:

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

(b) the employee or employees advise Sight for Life Foundation of the identity of the representative;

Sight for Life Foundation must recognise the representative.

13.13 As soon as practicable after proposing to introduce the change, Sight for Life Foundation must:

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

(b) for the purposes of the consultation – provide to the relevant employees:

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

(ii) information about what Sight for Life Foundation reasonably believes will be the effects of the change on the employees; and

(iii) information about any other matters that Sight for Life Foundation 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).

13.14 However, Sight for Life Foundation is not required to disclose confidential or commercially sensitive information to the relevant employees.

13.15 Sight for Life Foundation must give prompt and genuine consideration to matters raised about the change by the relevant employees.

13.16 In this term:

"***Relevant Employees"*** means the employees who may be affected by a change referred to in this subclause 13.1.

14. Dispute Resolution

14.1 If a dispute relates to:

(a) a matter arising under the Agreement; or

(b) the National Employment Standards;

this term sets out procedures to settle the dispute.

14.2 An employee who is a party to the dispute may appoint a representative for the purposes of the procedures in this term.

14.3 In the first instance, the parties to the dispute must try to resolve the dispute at the workplace level, by discussions between the employee or employees and relevant supervisors and/or management.

14.4 If discussions at the workplace level do not resolve the dispute, a party to the dispute may refer the matter to the Fair Work Commission.

14.5 The Fair Work Commission may deal with the dispute in 2 stages:

(a) the Fair Work Commission will first attempt to resolve the dispute as it considers appropriate, including by mediation, conciliation, expressing an opinion or making a recommendation; and

(b) if the Fair Work Commission is unable to resolve the dispute at the first stage, the Fair Work Commission may then:

(i) arbitrate the dispute; and

(ii) make a determination that is binding on the parties.

Note: If Fair Work Commission arbitrates the dispute, it may also use the powers that are available to it under the Act.

A decision that Fair Work Commission makes when arbitrating a dispute is a decision for the purpose of Div 3 of Part 5.1 of the Act. Therefore, an appeal may be made against the decision.

14.6 While the parties are trying to resolve the dispute using the procedures in the term:

(a) an employee must continue to perform his or her work as he or she would normally unless he or she has a reasonable concern about an imminent risk to his or her health or safety; and

(b) an employee must comply with a direction given by Sight for Life Foundation to perform other available work at the same workplace, or at another workplace, unless:

(i) the work is not safe; or

(ii) applicable occupational health and safety legislation would not permit the work to be performed; or

(iii) the work is not appropriate for the employee to perform; or

(iv) there are other reasonable grounds for the employee to refuse to comply with the direction.

14.7 The parties to the dispute agree to be bound by a decision made by Fair Work Commission in accordance with this term.

PART III – TYPES OF EMPLOYMENT AND TERMINATION OF EMPLOYMENT

15. Types of Employment

15.1 Employment categories

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

(a) Full-time;

(b) Part-time; or

(c) Casual

At the time of engagement Sight for Life Foundation will inform each employee whether they are employed on a full-time, part-time or casual basis.

15.2 **Full-time employment**

A full-time employee is engaged to work 38 hours per week, or an average of 76 hours per fortnight or 152 hours over 28 days pursuant to clause 25.1 of this Agreement.

15.3 **Part-time employment**

(a) A part-time employee is an employee who is engaged to work less than full-time hours of an average of 38 hours per week and has reasonably predictable hours of work.

(b) Before commencing part-time employment, Sight for Life Foundation and the employee will agree in writing to the guaranteed minimum number of hours to be worked and the rostering arrangements which will apply to those hours. A part-time employee will be rostered to a minimum of four hours for each engagement.

(c) The terms of the agreement in subclause 15.3(b) may be varied by agreement and recorded in writing.

(d) Unless otherwise stated, the terms of this agreement will apply on a pro rata basis to part-time employees on the basis that the ordinary weekly hours for full-time employees are 38.

15.4 **Hours worked by part-time employees**

(a) By agreement between Sight for Life Foundation and the employee, the specified number of hours may be balanced over a week, a fortnight or 28 days. An employee whose hours are averaged over 28 days shall be paid each week or fortnight according to the employee's average weekly or fortnightly hours as is appropriate.

(b) Provided further that there shall be no interruption to the continuity of employment merely by reason of an employee, whose hours are balanced over a fortnight or over 28 days, not working in any one week in accordance with subclause 15.4(a).

(c) Notwithstanding the overtime provisions prescribed at Clause 33 of the Agreement, a part time employee may agree to work in excess of their rostered ordinary hours at the ordinary time rate of pay, provided that all time worked by a part-time employee which exceeds 10 hours per day (excluding meal breaks), 38 hours per week or 76 hours per fortnight, will be paid at the rate of time and a half for the first two hours and double time thereafter, except on Saturdays and Sundays when overtime will be paid for at the rate of double time and public holidays when overtime will be paid at the rate of double time and a half.

(d) Part-time employees shall be paid an hourly rate calculated on the basis of one thirty-eighth of the appropriate rate prescribed by subclause 19.1, Minimum

Rates of Pay and Wage Increases, and where applicable, one thirty-eighth of the appropriate allowance or allowances prescribed by Clause 22, Allowances.

15.5 Annual review of part-time hours

(a) The hours worked by the employee will be reviewed annually. Where the employee is regularly working more than their specified contract hours, then the employee's ordinary hours shall be adjusted by Sight for Life Foundation to reflect the hours regularly worked.

(b) 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.

(c) 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.

15.6 Casual employment

(a) A casual employee has the meaning given by s.15A of the *Fair Work Act 2009*.

(b) A casual employee shall be paid the minimum hourly rate applicable to their classification and pay point as set out in Part B – Wage Rates and a loading of 25% of the minimum hourly rate applicable to their classification and pay point ("**casual hourly rate**").

(c) In addition, a casual employee shall be entitled to receive the allowances prescribed herein on a pro-rata basis.

(d) Casual Employees shall receive a minimum payment of four (4) hours for each engagement.

(e) The clauses of this Agreement pertaining to annual leave and paid personal / carer's leave shall not apply in the case of a casual employee.

(f) With respect to a casual employee the provisions of Clause 22.3, Fares and Expenses, Clause 25.1, Ordinary Hours of Work, Clause 28, Roster and Clause 36, Annual Leave of this Agreement shall not apply. All other clauses in the Agreement apply to casual employees unless the clause specifically excludes casual employees.

15.7 Changes to casual employment status

(a) A pathway for employees to change from casual employment to full-time or part-time employment is provided for in the NES. See sections 66A to 66MA of the *Fair Work Act 2009*.

16. Termination of Employment

16.1 Notice of termination by Sight for Life Foundation – other than for serious misconduct

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

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

(b) An employee over 45 years of age is entitled to 1 additional weeks' notice (or payment in lieu of such notice) if the employee has completed at least 2 years of continuous service.

(c) The Clinical Services Manager shall be given four (4) weeks' written notice of termination (or payment in lieu of such notice) by the employer.

(d) Casual employees are to be given notice to the end of their current shift other than in case of serious misconduct, where termination is effective immediately.

(e) In respect of the requirement for Sight for Life Foundation to provide or pay notice under this clause, nothing in this clause shall exclude the application of Subdivision C of Division 11 of Part 2-2 of the Fair Work Act 2009.

16.2 Notice of termination by the employee

(a) Subject to subclauses 16.2(b) and 16.2(c), unless otherwise mutually agreed at the time of termination the employee must provide to Sight for Life Foundation two weeks' notice of termination of employment in writing.

(b) Casual employees shall only be required to give notice to the end of their current shift worked.

(c) The Clinical Services Manager shall give four (4) weeks' written notice of termination to Sight for Life Foundation.

(d) The requirement for an employee to provide notice under this clause shall not apply in circumstances where the employee is entitled to bring the employment to an end because of the actions of Sight for Life Foundation, for example, because of a repudiatory breach of the employment contract by Sight for Life Foundation.

(e) If an employee who is at least 18 years old does not give the period of notice required under clause 16.2(a), then Sight for Life Foundation may deduct from wages due to the employee under this Agreement an amount that is no more than one week's wages for the employee.

(f) To the extent permitted by the Act, any outstanding advances or other payments due to Sight for Life Foundation by the employee will be deducted before payment of any amounts under this clause are made.

16.3 **Termination without notice**

(a) Sight for Life Foundation may, without notice, summarily dismiss an employee at any time for serious misconduct as defined in Reg 1.07 of the *Fair Work Regulations* 2009.

(b) Regard shall be given to the severity of the offence, and each transgression shall be determined upon its own merits as well as in the context of the workplace, the duties carried out at the time, the overall conduct of the employee and the employee's work history.

16.4 **Termination due to permanent absence**

(a) Notwithstanding clause 16.1, if the employee is absent from work as a result of injury or illness (not related to their employment) for a period of three (3) consecutive months or for an aggregate period of three (3) months in any twelve (12) consecutive months as prescribed in Regulation 3.01(5)(b) of the *Fair Work Regulations* 2009, Sight for Life Foundation may terminate their employment upon the giving of notice or the payment of salary in lieu of notice, based on the absence no longer being deemed as "temporary".

16.5 **Job search entitlement**

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

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

16.6 **Statement of Employment**

(a) Sight for Life Foundation shall provide the employee whose employment has been terminated with a written statement specifying the period of the employee's

employment and the classification of or the type of work performed by the employee.

16.7 Services Australia Employment Separation Certificate

(a) Sight for Life Foundation shall provide the employee with an "Employment Separation Certificate" in the form required by Services Australia, as required.

16.8 Employee Leaving During the Notice Period

(a) If the employment of an employee is terminated (other than for misconduct) before the notice period expires, the employee shall be entitled to the same benefits and payments under this Clause had the employee remained with Sight for Life Foundation until the expiry of such notice. Provided that in such circumstances the employee shall not be entitled to payment in lieu of notice.

17. Redundancy

17.1 Entitlement to Redundancy Pay

(a) In addition to the period of notice prescribed for termination, an employee is entitled to redundancy pay by the employer if the employee's employment is terminated:

(i) at Sight for Life Foundation's initiative because Sight for Life Foundation no longer requires the job done by the employee to be done by anyone, except where this is due to the ordinary and customary turnover of labour; or

(ii) because of the insolvency or bankruptcy of Sight for Life Foundation.

17.2 Amount of Redundancy Pay

(a) A reference in this section to continuous service with the employer does not include periods of employment as a casual employee of Sight for Life Foundation.

(b) A reference to a "week's pay" for the purposes of this clause means the all-purpose rate of pay for the employee concerned at the date of termination, including the ordinary rate of pay and over-agreement payments, all allowances, penalties or shift payments to which the employee would be entitled.

(c) A week's pay for a particular employee shall be determined according to the average week's pay received by the employee in the period immediately prior to their last date of employment equal to the number of weeks of redundancy pay to which the employee is entitled under this sub-clause.

(d) The amount of redundancy pay equals the total amount payable to the employee for the redundancy pay period worked out using the following table:

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

17.3 **Transfer to lower paid duties**

(a) Where an employee is transferred to lower paid duties because of redundancy, the same period of notice must be given as the employee would have been entitled to if the employment had been terminated. Sight for Life Foundation will however in addition continue to pay the employee their former ordinary pay for a period equivalent to one week for each year of service completed with the employer to a maximum of six weeks.

17.4 **Employee leaving during notice period**

(a) An employee given notice of termination in circumstances of redundancy, or in other circumstances by agreement between the employee Sight for Life Foundation, may terminate their employment during the period of notice.

(b) The employee is entitled to receive the benefits and payments they would have received under this clause had they remained in employment until the expiry of the notice period but is not entitled to any payment in lieu of any remaining notice remaining after the employee ceases to be employed.

17.5 **Incapacity to pay**

(a) Subject to an application by Sight for Life Foundation and further order of the Fair Work Commission, Sight for Life Foundation may pay a lesser amount (or no amount) of severance pay than that contained in this clause in circumstances set out in the Fair Work Act due to the employer's incapacity to pay.

(b) The Fair Work Commission shall have regard to such financial and other resources of Sight for Life Foundation concerned as the Fair Work Commission thinks relevant.

17.6 **Alternative employment**

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

PART IV – MINIMUM WAGES AND RELATED MATTERS

18. Classifications

18.1 Nursing classification definitions are set out in Part A, Classifications of this Agreement.

18.2 Sight for Life Foundation must advise its employees in writing of their classification upon commencement and of any subsequent changes to their classification.

19. Minimum Rates of Pay and Wage Increases

19.1 Minimum rates of pay and wage increases are set out in Table 1 – Monetary Rates, of Part B of this Agreement.

19.2 The parties have agreed that the following wage increases on minimum rates of pay will apply:

(a) 3% from the first full pay period to commence on or after 1 July 2026 (Column 3);

(b) 3% from the first full pay period to commence on or after 1 July 2027(Column 4).

(c) 3% from the first full pay period to commence on or after 1 July 2028 (Column 5).

19.3 Where an employee receives a rate of pay in excess of the rates set out in Table 1 – Monetary Rates, of Part B of this Agreement, the employee will maintain their above Agreement wages and will not be disadvantaged.

19.4 The wage increase specified above are inclusive of any wage increases; determination or award of the Fair Work Commission or any other authorised tribunal or commission made during the period of this Agreement. Any increase in the Award rates of pay shall be absorbed into the wage rates paid under this Agreement. Should the application of any increase awarded by the Fair Work Commission result in rates applicable to the employees that are greater than those applying in this Agreement, those rates will be applied in lieu of the above increase from the date specified by the Fair Work Commission.

20. Progression through pay points

20.1 Progression for employees will be:

(a) for full-time employees – by annual movement; or

(b) for part-time or casual employees – 1786 hours of experience.

20.2 Progression to the next pay point for all classifications in Part A, Classifications of this Agreement for which there is more than one pay point will have regard to:

(a) the acquisition and use of skills described in the definitions contained in Part A, Classifications of this Agreement; and

(b) knowledge gained through experience in the practice settings over such a period.

21. Recognition of Service and Experience

21.1 Sight for Life Foundation shall notify each nurse in writing of the requirements of this clause at the time of the nurse's commencement of employment. If Sight for Life Foundation does not so notify the nurse, then the requirements of this clause shall not commence until Sight for Life Foundation does so notify the nurse.

21.2 From the time of commencement of employment, the nurse has three months in which to provide documentary evidence to Sight for Life Foundation detailing any other `service' or `experience', as defined in Clause 7, Definitions, not disclosed at the time of commencement. This evidence, in the absence of other documentary evidence may take the form of a statutory declaration.

21.3 Until such time as the nurse furnishes any such documentation contemplated in subclause 21.2, Sight for Life Foundation shall pay the nurse at the level for which documentary evidence has been provided.

21.4 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, Sight for Life Foundation shall pay the nurse at the appropriate rate as and from the date of commencement that would have been paid from that date had the additional evidence been provided at that time.

21.5 If a nurse provides documentary evidence of other previous service or experience not disclosed at the time of commencement after the said three months period, the nurse shall be paid a rate appropriate for the previous service or experience then proved but only from the date of providing that evidence to Sight for Life Foundation.

21.6 A nurse who is working as a nurse for more than one organisation shall notify Sight for Life Foundation within one month of the end of each quarter of their hours of service or experience, as appropriate, worked with those other employers in the last quarter.

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

22. Allowances

22.1 Allowances are set out in Table 2 – Other Rates and Allowances, of Part B of this Agreement.

22.2 **In charge allowance**

(a) A Registered Nurse in charge of the Day Procedure Centre whose usual duties and responsibilities do not include being in charge of the Day Procedure Centre shall be paid, in addition to her or his appropriate wages, whilst so in charge, the sum set out in Item 1 of Table 2 (Part B), per shift.

(b) This subclause shall not apply to Registered Nurses holding classified positions of a higher grade than that of Registered Nurse (including the Clinical Nurse Specialist, Nursing Unit Manager and Clinical Services Manager).

22.3 Fares and Expenses

(a) An employee required to travel in the performance of duty shall be paid all reasonable out of pocket expenses (including fares).

(b) An employee who claims reimbursement of fares, pursuant to this clause, shall furnish to Sight for Life Foundation, if so required, satisfactory proof that they have not received from another employer reimbursement in respect of those fares.

(c) The amount of reimbursement of fares is the ATO rate per kilometre, as updated from time to time.

22.4 Uniforms

(a) A sufficient, suitable and serviceable uniform appropriate for Nursing in a surgical theatre environment shall be provided by the employer free of charge at all times.

(b) In the absence of the uniform being provided by Sight for Life Foundation for the purposes detailed in subclause 22.4(a), the parties will come together prior to such an event happening and come to mutual agreement as to quantum of money or any other acceptable mutual arrangement.

(c) An employee, on leaving the service of Sight for Life Foundation, shall return any uniform of part thereof supplied by that employer which is still in use immediately prior to leaving.

23. Payment of Wages

23.1 Wages

(a) Wages must be paid fortnightly to employees of Sight for Life Foundation.

(b) Employees will be paid by electronic funds transfer, as determined by Sight for Life Foundation, into the bank or financial institution account nominated by the employee.

(c) When notice of termination of employment has been given by an employee or an employee's services have been terminated by Sight for Life Foundation, payment of all wages and other monies owing to an employee will be made to the employee by close of business on the last day of employment or no later than seven (7) business days.

(d) Notwithstanding the above, Sight for Life Foundation will not be held liable for any unforeseen event outside the control of Sight for Life Foundation which

prevents the employer's ability to meet the requirements of this clause, for example bank error or delay.

(e) Where a public holiday falls on a pay day Sight for Life Foundation will, where practicable, make payment on the first working weekday after the public holiday day and will notify employees of this change.

23.2 Pay slips

(a) In accordance with the Act, each employee will be provided a pay slip after each pay which provides the employees' hours worked and accrued entitlements.

23.3 Underpayment of wages

(a) Where an employee is underpaid all or part of their pay on any occasion, they should raise the error immediately with Sight for Life Foundation.

(b) Sight for Life Foundation, upon agreement with the identified error, will rectify the error as soon as practicable.

23.4 Overpayment of wages

(a) Where the employee has been overpaid all or part of their pay on any occasion, they, or Sight for Life Foundation, should raise the error immediately.

(b) Where an alleged overpayment has been brought to the attention of the employee, details setting out the alleged overpayment will be given to the employee in writing. The employee will have the right to seek advice from their representative(s) on the alleged overpayment.

(c) Where an alleged overpayment has been substantiated and the employee has been given a reasonable opportunity to seek advice from their representative(s), a repayment arrangement may be agreed to and authorised by the employee in writing. Sight for Life Foundation will favourably consider proposals for gradual repayment arrangements where the Employee provides evidence of personal and/or financial hardship.

24. Superannuation

24.1 Superannuation legislation

Superannuation legislation, including the *Superannuation Guarantee (Administration) Act 1992* (Cth), *Superannuation Guarantee Charge Act 1992* (Cth), *Superannuation Industry (Supervision) Act 1993* (Cth) and *Superannuation (Resolution of Complaints) Act 1993* (Cth), deals with the superannuation rights and obligations of employers and employees. The rights and obligations in these clauses supplement those in superannuation legislation.

24.2 Employer contributions

Sight for Life Foundation must make such superannuation contributions to an approved superannuation fund for the benefit of the employee. The payment for all employees shall be in accordance with the superannuation guarantee. For the avoidance of doubt,

superannuation contributions will be paid by Sight for Life Foundation for all periods of paid leave.

24.3 Superannuation fund

To comply with superannuation legislation, the employer is required to make the superannuation contributions provided for in subclause 24.2 to a superannuation fund that is chosen by the employee. If the employee does not choose their super fund, and/or the employee does not have a stapled super fund, the employer will pay contributions into a super account for the employee, being its default super fund, the Health Employees' Superannuation Trust Australia ("**HESTA**").

24.4 Salary sacrifice to superannuation

(a) An employee can elect to sacrifice a portion of salary to superannuation in accordance with Sight for Life Foundation's policies as amended from time to time.

(b) Such election must be made prior to the commencement of the period of service to which the earnings relate and be in accordance with relevant legislation.

(c) Sight for Life Foundation will not use any amount that is salary sacrificed by an employee to count towards the employer's obligation to pay contributions under the superannuation guarantee legislation.

(d) Contributions payable by Sight for Life Foundation in relation to the superannuation guarantee legislation shall be calculated by reference to the salary which would have applied to the employee under this Agreement in the absence of any salary sacrifice.

(e) Any allowance, penalty rate, or overtime payment for unused leave entitlements, other than any payments for leave taken whilst employed, shall be calculated by reference to the salary which would have applied to the employee in the absence of any salary sacrifice to superannuation. Payment for leave taken whilst employed will be at the post-salary sacrificed amount.

PART V – HOURS OF WORK AND RELATED MATTERS

25. Hours of work

25.1 Ordinary hours of work

The ordinary hours of work for a full-time employee are:

(a) 38 hours per week; or

(b) 76 hours per fortnight; or

(c) 152 hours per 4-week period.

25.2 The shift length for ordinary hours of work per shift will be a maximum of 10 hours excluding meal breaks.

25.3 For the purposes of this clause, a paid or unpaid meal or tea break does not break the continuity of a period of work.

25.4 Each employee must be free from duty for not less than two full days in each week or four full days in each fortnight or eight full days in each 28-day cycle. Where practicable, two consecutive days off must be rostered unless otherwise mutually agreed.

25.5 **Reasonable additional hours**

(a) All hours worked by a full-time employee over an average of ordinary hours set out in Clause 25.1 of this Agreement, will be deemed to be additional hours.

(b) From time to time, full time employees may be required to work a reasonable amount of additional hours, which will be paid in accordance with the overtime provisions at Clause 33 - Overtime.

(c) Part time employees may be requested, but not required, to work a reasonable number of additional hours. Where the additional hours are worked by mutual agreement (including through the selection of additional shifts offered through any technology platform used by Sight for Life Foundation to offer shifts or notification by Sight for Life Foundation of the availability of a shift as additional ordinary hours), additional hours worked by a part- time employee up to a maximum of 38 hours per week (or averaged in accordance with Clause 25.1 of this Agreement), will be worked and paid as ordinary hours.

(d) An employee may not be required to work additional hours in circumstances where the working of additional hours would result in the employee working hours which are unreasonable having regards to:

(i) any risk to employee health and safety from working the additional hours;

(ii) the employee's personal circumstances, including family responsibilities;

(iii) the needs of the workplace or enterprise in which the employee is employed;

(iv) any notice given by Sight for Life Foundation of any request or requirement to work the additional hours;

(v) any notice given by the employee of their intention to refuse to work the additional hours; and

(vi) any other relevant matter.

25.6 This clause does not apply to the Clinical Services Manager.

26. Span of hours

26.1 The ordinary hours of work for a day worker will be worked Monday to Friday, commencing at or after 6.00am and before 10.00am.

26.2 A shift worker is defined is an employee who is regularly rostered to work their ordinary hours of work outside the ordinary hours of work of a day worker as defined in clause 26.1.

27. Breaks between shifts

27.1 An employee will be allowed a rest break of 10 hours between the completion of one ordinary work period or shift and the commencement of another ordinary work period or shift.

27.2 Where, on the instruction of Sight for Life Foundation, an employee resumes or continues to work without having had at least a 10 hour break off duty, they will be paid at the rate of 200% of the minimum hourly rate applicable to their classification and pay point (or 200% of the casual hourly rate in the case of a casual employee) until released from duty for such period.

28. Rosters

28.1 The ordinary hours of employees shall be worked in accordance with a fortnightly roster or rosters fixed by Sight for Life Foundation and exhibited at a reasonably convenient place accessible to employees to whom it applies, where it may be seen by such employees.

28.2 The roster will set out employees' daily ordinary working hours and starting and finishing times and will be displayed at least fourteen days before, but in any event not less than one week prior, to the commencement of the roster period. Provided that in the case of a permanent part-time employee whose hours are balanced over 28 days, the roster shall be displayed where practicable, at least four (4) weeks prior to the commencement of the roster period, but in any event not less than two weeks prior to the commencement of the roster period.

28.3 Unless Sight for Life Foundation otherwise agrees, an employee desiring a roster change will give seven days' notice, except where the employee is ill or in an emergency.

28.4 Seven days' notice of a change of roster will be given by Sight for Life Foundation to an employee where practicable. However, a roster may be altered at any time (and within the 7-day notice period of change of roster when necessary) by mutual agreement or to enable the functions of the facility to be carried out, where another employee is absent from work due to illness, or in an emergency, or based on any reasonable ground including unexpected situations and unforeseen fluctuations in patient dependency. Prior to the date of the changed shift, such change of roster shall be notified verbally or in writing to the employee concerned.

28.5 Clause 28.4 will not apply where the only change to the roster of a part-time employee is the mutually agreed addition of extra hours to be worked such that the part-time employee still has two rostered days off in that week or four rostered days off in that fortnight, as the case may be.

28.6 All rosters shall be retained for at least six (6) years.

28.7 Notwithstanding any other provision of this part, this clause shall not apply to the Clinical Services Manager or casual employees.

29. Employee Right to Disconnect

29.1 Employees under this Agreement are entitled to exercise an employee's right to disconnect under section 333M of the *Fair Work Act 2009*.

(a) Section 333M provides that, unless it is unreasonable to do so, an employee may refuse to monitor, read or respond to contact, or attempted contact, from:

(i) Sight for Life Foundation outside of the employee's working hours,

(ii) a third party if the contact or attempted contact relates to their work and is outside of the employee's working hours.

(b) Section 333M(3) lists matters that must be taken into account in determining whether an employee's refusal is unreasonable.

(c) Section 333M(5) provides that an employee's refusal will be unreasonable if the contact or attempted contact is required under a law of the Commonwealth, a State or a Territory.

(d) Section 333N provides for the resolution of disputes about whether an employee's refusal is unreasonable and about the operation of section 333M.

(e) The general protections in Part 3-1 of the Act prohibit an employer taking adverse action against an employee because of the employee's right to disconnect under section 333M of the Act.

29.2 Sight for Life Foundation must not directly or indirectly prevent an employee from exercising their right to disconnect under the Act.

29.3 This Clause does not prevent Sight for Life Foundation from requiring an employee to monitor, read or respond to contact, or attempted contact, from Sight for Life Foundation outside of the employee's working hours where:

(a) the employee is being paid an on-call allowance or has been rostered on-call pursuant to this Agreement; and

(b) Sight for Life Foundation's contact is to notify the employee that they are required to attend or perform work or give other notice about the on-call.

29.4 This Clause does not prevent Sight for Life Foundation from contacting, or attempting to contact, an employee outside of the employee's working hours in circumstances including to notify them of:

(a) an emergency roster change; or

(b) a recall to work.

30. Banking of Hours

30.1 A full-time or part-time employee may, by agreement made fortnightly with the Clinical Services Manager:

(a) work less than their daily, weekly or fortnightly rostered or contracted hours and work those hours at a later date; or

(b) work more than their daily, weekly or fortnightly rostered or contracted hours and take time off in lieu of payment or may set off the additional hours worked against any owing under subclause 30.1(a).

30.2 An employee who works less than their rostered or contracted hours in accordance with Clause 30, Banking of Hours shall be paid as though the hours had been worked during the relevant period, including payment for any weekend or shift penalties that would otherwise have been due for the time not worked.

30.3 An employee who works more than their rostered or contracted hours shall not receive payment for any weekend or shift penalties that would otherwise have been due for that extra time worked.

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

30.5 An employee may not have more than 30 hours in debit or credit at any point in time.

30.6 Employees who have hours in debit must be given first option to work additional hours prior to the use of casual employees.

30.7 The Day Centre Procedure must keep detailed records of all hours credited and debited to employees under these arrangements. Employees must have full access to these records.

30.8 On termination of employment, Sight for Life Foundation must pay the employee for all hours in credit and may deduct from termination pay the value of any hours in debit.

30.9 Either party shall have the right to terminate an agreement under this clause with two weeks' notice.

30.10 This clause does not apply to the Clinical Services Manager.

31. Saturday and Sunday work

31.1 Where an employee is rostered to work ordinary hours between midnight Friday and midnight Saturday, the employee will be paid 150% of the minimum hourly rate applicable to their classification and pay point (150% of the casual hourly rate in the case of casual employees) for the hours worked during this period.

31.2 Where an employee is rostered to work ordinary hours between midnight Saturday and midnight Sunday, the employee will be paid 175% of the minimum hourly rate applicable to their classification and pay point (175% of the casual hourly rate in the case of a casual employee) for the hours worked during this period.

31.3 These extra rates will be in substitution for and not cumulative upon the shift penalties prescribed at Clause 34, Shiftwork.

32. Breaks

Paid meal breaks

32.1 An employee who works in excess of 6 hours will be entitled to a paid meal break of 30 minutes (as noted on the roster). Such meal break will be taken between the 4th and the 6th hour after beginning work, where reasonably practicable. The term “where practicable encompasses” regard being had to the service requirements of Sight for Life Foundation.

Paid tea breaks

32.2 Every employee will be entitled to a paid 10-minute tea break in each 4 hours worked at a time to be agreed between the employee and Sight for Life Foundation.

32.3 Subject to agreement between Sight for Life Foundation and the employee, two 10-minute tea breaks may be taken as one 20-minute tea break.

32.4 Tea breaks will count as time worked.

33. Overtime

33.1 Overtime penalty rates

(a) Where a full-time or part-time employee is required to work in excess of the ordinary hours set out in Clause 25, Hours of Work, all overtime work performed by the employee will be paid at the rate of:

(i) Monday to Saturday (inclusive) - 150% of the minimum hourly rate applicable to their classification and pay point for the first 2 hours and 200% after 2 hours;

(ii) Sunday - 200% of the minimum hourly rate applicable to their classification and pay point; and

(iii) Public holidays - 250% of the minimum hourly rate applicable to their classification and pay point.

(b) Overtime rates under this clause shall be in substitution for and not cumulative upon the shift loadings and penalties prescribed in clause 31, Saturday and Sunday Work and clause 34, Shiftwork.

33.2 Part-time employees

(a) All time worked by part-time employees in excess of the rostered daily ordinary full-time hours will be overtime and will be paid as prescribed in clause 33.1(a).

(b) For the avoidance of doubt, time worked by part-time employees in excess of the rostered daily ordinary full-time hours by agreement up to 38 hours per week will be considered ordinary time and will be paid as prescribed in clause 15.4(c) where there was an agreement to work additional hours, but not where there was a requirement to work additional hours by Sight for Life Foundation.

33.3 **Casual employees**

(a) Hours worked by casual employees in excess of the ordinary hours on any day or rostered shift, are to be paid as follows:

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

(ii) Sunday - 200% of the casual hourly rate; and

(iii) Public holidays - 250% of the casual hourly rate.

(b) Overtime rates under this clause shall be in substitution for and not cumulative upon the shift loadings and penalties prescribed in clause 31, Saturday and Sunday Work and clause 34, Shiftwork.

33.4 **Rest period after overtime**

(a) When overtime work is necessary, it will, wherever reasonably practicable, be so arranged that employees have at least 10 consecutive hours, off duty between the work of successive days or shifts, including overtime.

(b) 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 10 consecutive hours off duty between those times will be released after completion of such overtime, until they have had 10 consecutive hours off duty without loss of pay for ordinary working time occurring during such absence.

(c) If, on the instruction of Sight for Life Foundation, an employee resumes or continues to work without having had 10 consecutive hours off duty they will be paid at the rate of double time (or 200% of the casual hourly rate in the case of a casual employee) until released from duty for such period. The employee will then be entitled to be absent until they have had 10 consecutive hours off duty without loss of pay for rostered ordinary hours occurring during the absence.

33.5 **Time off instead of payment for overtime**

(a) An employee and Sight for Life Foundation may agree to the employee taking time off instead of being paid for a particular amount of overtime that has been worked by the employee.

(b) The period of time off that an employee is entitled to take is equivalent to the overtime payment that would have been made.

EXAMPLE: By making an agreement under subclause 33.5, an employee who worked 2 overtime hours at 150% of the minimum hourly rate applicable to their classification and pay point (150% of the casual hourly rate in the case of a casual employee) is entitled to 3 hours' time off.

(c) Time off must be taken:

(i) within the period of 4 months after the overtime is worked; and

(ii) at a time or times within that period of 4 months agreed by the employee and Sight for Life Foundation.

(d) If the employee requests at any time, to be paid for overtime covered by an agreement under subclause 33.5 but not taken as time off, Sight for Life Foundation must pay the employee for the overtime, in the next pay period following the request, at the overtime rate applicable to the overtime when worked.

(e) If time off for overtime that has been worked is not taken within the period of 4 months mentioned in subclause 33.5, Sight for Life Foundation must pay the employee for the overtime, in the next pay period following those 4 months, at the overtime rate applicable to the overtime when worked.

(f) Sight for Life Foundation must not exert undue influence or undue pressure on an employee in relation to a decision by the employee to make, or not make, an agreement to take time off instead of payment for overtime.

(g) An employee may, under section 65 of the Act, request to take time off, at a time or times specified in the request or to be subsequently agreed by Sight for Life Foundation and the employee, instead of being paid for overtime worked by the employee. If Sight for Life Foundation agrees to the request, then subclause 33.5 will apply for overtime that has been worked.

(h) If, on the termination of the employee's employment, time off for overtime worked by the employee to which subclause 33.5 applies has not been taken, Sight for Life Foundation must pay the employee for the overtime at the overtime rate applicable to the overtime when worked.

(i) This subclause does not apply to the Clinical Services Manager.

33.6 **Rest period after overtime**

(a) Subject to clause 27, when overtime work is necessary, it will, wherever reasonably practicable, be so arranged that employees have at least 10 consecutive hours, off duty between the work of successive days or shifts, including overtime.

(b) Subject to clause 27, 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 10 consecutive hours off duty between those times will be released after completion of such overtime, until they have had 10 consecutive hours off duty without loss of pay for ordinary working time occurring during such absence.

(c) Subject to clause 27, if on the instruction of Sight for Life Foundation, an employee resumes or continues to work without having had 10 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 10 consecutive hours off duty without loss of pay for rostered ordinary hours occurring during the absence.

33.7 **Rest break during overtime**

(a) An employee working overtime following on the completion of their normal shift for more than two hours will take a paid rest break of 20 minutes and a further

paid rest break of 20 minutes after each four hours of overtime worked if required to continue to work after the break.

33.8 **Recall to work when on call**

(a) An employee, who is required to be on call and who is recalled to work, will be paid for a minimum of four hours work at the appropriate overtime rate.

33.9 **Recall to work when not on call**

(a) An employee who is not required to be on call and who is recalled to work after leaving the Employer's premises will be paid for a minimum of four hours work at the appropriate overtime rate.

(b) An employee recalled to work overtime after leaving Sight for Life Foundation's premises and who is required to work for more than four hours shall be allowed a paid rest break of 20 minutes and a further paid rest break of 20 minutes after each four hours of overtime worked.

(c) Where an employee is required to work an overtime shift on their rostered day off, the appropriate meal breaks for that shift, as prescribed by Clause 32, Hours of Work, shall apply.

(d) An employee who is recalled to work will not be obliged to work for four hours if the work for which the employee was recalled is completed within a shorter period.

34. Shiftwork

34.1 For the purposes of clause 34, Shiftwork:

(a) **Afternoon shift** means any shift which commences at or after 12.00 noon and before 4.00pm; and

(b) **Night shift means** any shift commencing on or after 4.00 pm and before 6.00am on the following day.

34.2 All employees, whether shift workers or day workers, working afternoon or night shifts shall be paid the following percentages in addition to the ordinary rate for such shift: Provided that employees who work less than 38 hours per week shall only be entitled to the additional rates where their shifts commence prior to 6.00am or finish subsequent to 6.00pm.

(a) Afternoon shift commencing at or after 10.00am and finishing after 6.00pm - 10%

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

(c) Night shift commencing at or after 4.00pm and before 4.00am - 15%

(d) Night shift commencing at or after 4.00am and before 6.00am - 10%

34.3 "**Ordinary rate**" and "**ordinary time**" shall not include any percentage addition by reason of the fact that an employee works less than 38 hours per week but shall include amounts payable under Clause 19, Minimum Rates of Pay and Wage Increases and Clause 22, Allowances.

34.4 A casual employee will be paid shift allowances calculated on the ordinary rate of pay excluding the casual loading, with the casual loading component then added to the penalty rate of pay.

34.5 The additional payments prescribed by this clause shall not form part of the employee's ordinary pay for the purposes of this Agreement, except as provided in Clause 36, Annual Leave, of this Agreement.

34.6 This subclause shall only apply to nurses who work an entire ordinary time shift in a designated day procedure ward or unit which routinely functions between the hours of 7.00am and 6.00pm.

34.7 A nurse to whom this subclause applies shall not be entitled to an additional penalty rate payment for ordinary time worked prior to 6.00pm on any weekday.

34.8 This clause does not apply to the Clinical Services Manager.

35. Higher Duties

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

35.2 The provisions of subclause 35.1 shall not apply where the employee being relieved is absent from duty for a period of three consecutive working days or less which have been rostered in advance, except where the duties of the higher position involve being in charge of the facility during the period in question.

35.3 Further, the provisions of subclause 35.1 shall not apply where the Clinical Services Manager is absent from duty for a period of three working days or less for any reason other than Clause 25, Ordinary Hours of Work.

35.4 A Registered Nurse in charge of the Day Centre Procedure (whose usual duties and responsibilities do not include being in charge of the Day Centre Procedure) shall be paid, in addition to her or his wages, whilst so in charge, the sum set out in Table 2 – Other Rates and Allowances per shift.

PART VI – LEAVE AND PUBLIC HOLIDAYS

36. Annual Leave

36.1 Quantum of Annual Leave

(a) Employees are entitled to annual leave in accordance with the provisions of the NES (refer to Chapter 2, Part 2-2, Division 6 of the Act).

(b) Casual employees have no entitlement to annual leave.

(c) The entitlement to paid annual leave accrues progressively during a year of service according to the employee's ordinary hours of work and accumulates from year to year.

36.2 **Accrual of Annual Leave**

(a) All employees, other than shift workers, are entitled to four (4) weeks of paid annual leave per annum.

(b) Shift workers for the purposes of subclause 36.2(c) will receive five (5) weeks of annual leave per annum. This includes the annual leave entitlements under the NES.

(c) For the purpose of the additional week of annual leave provided by the NES, a shift worker is an employee who:

(i) is regularly rostered over seven days per week; and

(ii) regularly works on weekends.

36.3 **Taking of Annual Leave**

(a) An employee is entitled to take an amount of annual leave during a particular period if:

(i) at least that amount of annual leave is credited to the employee; and

(ii) Sight for Life Foundation has authorised the employee to take the annual leave during that period.

(b) In the taking of leave, the employee shall make written application to Sight for Life Foundation, giving reasonable notice of the desired period of such leave. Such application should be made through such application as directed by the employer from time to time.

(c) Sight for Life Foundation will utilise its best endeavours to respond to an application for annual leave made by an employee within two weeks from request, where practicable. It is understood that in certain periods of peak demand such as Christmas, Easter, school holidays and long weekends, Sight for Life Foundation may require more notice and further time in which to approve leave requests.

(d) Annual leave shall be taken in an amount and at a time which is approved by Sight for Life Foundation subject to the operational requirements of the workplace. Sight For Life Foundation shall not unreasonably withhold or revoke such approval.

36.4 **Payment for annual leave**

(a) An employee will be paid the amount of wages they would have received for ordinary time worked had they not been on leave during that period.

36.5 **Cashing out of Annual Leave**

(a) Annual leave credited to an employee may be cashed out by agreement, subject to the following conditions (refer to section 93 of the Act):

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

(ii) each cashing out of a particular amount of paid annual leave must be by a separate agreement in writing between Sight for Life Foundation and the employee; and

(iii) employee must be paid at least the full amount that would have been payable to the employee had the employee taken the leave that the employee has forgone.

36.6 **Excessive leave accruals: general provision**

(a) An employee has an excessive leave accrual if the employee has accrued more than 10 weeks' paid annual leave; or 12 weeks' paid annual leave for a shift worker, as defined in subclause 36.2(c).

(b) If an employee has an excessive leave accrual, Sight for Life Foundation or the employee may seek to confer with the other and genuinely try to reach agreement on how to reduce or eliminate the excessive leave accrual.

(c) Subclause 36.7 sets out how Sight for Life Foundation may direct an employee who has an excessive leave accrual to take paid annual leave.

(d) Subclause 36.8 sets out how an employee who has an excessive leave accrual may require Sight for Life Foundation to grant paid annual leave requested by the employee.

36.7 **Excessive leave accruals: direction by Sight for Life Foundation that leave be taken**

(a) If Sight for Life Foundation has genuinely tried to reach agreement with an employee under subclause 36.4(b) but agreement is not reached (including because the employee refuses to confer), Sight for Life Foundation may direct the employee in writing to take one or more periods of paid annual leave.

(b) However, a direction by Sight for Life Foundation under subclause 36.7(a):

(i) is of no effect if it would result at any time in the employee's remaining accrued entitlement to paid annual leave being less than 6 weeks when any other paid annual leave arrangements (whether made under subclause 36.7, 36.8 or 36.9 or otherwise agreed by Sight for Life Foundation and employee) are taken into account; and

(ii) must not require the employee to take any period of paid annual leave of less than one week; and

(iii) must not require the employee to take a period of paid annual leave beginning less than 8 weeks, or more than 12 months, after the direction is given; and

(iv) must not be inconsistent with any leave arrangement agreed by Sight for Life Foundation and employee.

(c) The employee must take paid annual leave in accordance with a direction under subclause 36.7(a) that is in effect.

(d) An employee to whom a direction has been given under subclause 36.7(a) may request to take a period of paid annual leave as if the direction had not been given.

Note 1: Paid annual leave arising from a request mentioned in subclause 36.7(d) may result in the direction ceasing to have effect. See subclause 36.7(b)(i).

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

36.8 **Excessive leave accruals: request by employee for leave**

(a) If an employee has genuinely tried to reach agreement with Sight for Life Foundation under subclause 36.4(b) but agreement is not reached (including because Sight for Life Foundation refuses to confer), the employee may give a written notice to Sight for Life Foundation requesting to take one or more periods of paid annual leave.

(b) However, an employee may only give a notice to Sight for Life Foundation under subclause 36.8(a) if:

(i) the employee has had an excessive leave accrual for more than 6 months at the time of giving the notice; and

(ii) the employee has not been given a direction under subclause 36.8(a) that, when any other paid annual leave arrangements (whether made under subclause 36.7, 36.8 or 36.9 or otherwise agreed by Sight for Life Foundation and employee) are taken into account, would eliminate the employee's excessive leave accrual.

(c) A notice given by an employee under subclause 36.8(a) must not:

(i) if granted, result in the employee's remaining accrued entitlement to paid annual leave being at any time less than 6 weeks when any other paid annual leave arrangements (whether made under subclause 36.7, 36.8, or 36.9 or otherwise agreed by Sight for Life Foundation and employee) are taken into account; or

(ii) provide for the employee to take any period of paid annual leave of less than one week; or

(iii) provide for the employee to take a period of paid annual leave beginning less than 8 weeks, or more than 12 months, after the notice is given; or

(iv) be inconsistent with any leave arrangement agreed by Sight for Life Foundation and the employee.

(d) An employee is not entitled to request by a notice under subclause 36.8(a) more than 5 weeks' paid annual leave or 6 weeks' paid annual leave for a shift worker, as defined by subclause 36.2(c), in any period of 12 months.

(e) Sight for Life Foundation must grant paid annual leave requested by a notice under subclause 36.8(a).

36.9 **Annual Leave in advance**

(b) Sight for Life Foundation and an employee may agree in writing to the employee taking a period of paid annual leave, with appropriate loading paid in accordance with subclause 36.10, before the employee has accrued an entitlement to the leave.

(c) An agreement must:

(i) state the amount of leave to be taken in advance and the date on which leave is to commence; and

(ii) be signed by Sight for Life Foundation and employee and, if the employee is under 18 years of age, by the employee's parent or guardian.

(d) Sight for Life Foundation must keep a copy of any agreement under subclause 36.9(b) as an employee record.

(e) If, on the termination of the employee's employment, the employee has not accrued an entitlement to all of a period of paid annual leave already taken in accordance with an agreement under subclause 36.9(b), Sight for Life Foundation may deduct from any money due to the employee on termination an amount equal to the amount that was paid to the employee in respect of any part of the period of annual leave taken in advance to which an entitlement has not been accrued.

36.10 **Annual Leave Loading**

(a) For the period of annual leave in addition to their ordinary pay:

(i) an employee, other than a shiftworker, will be paid an annual leave loading of 17.5% of their ordinary pay on a maximum of 152 hours/4 weeks' annual leave per annum. Ordinary pay means remuneration for the employees' normal weekly number of hours of work calculated at the ordinary time rate of pay;

(ii) a shiftworker will be paid the higher of:

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

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

(b) Annual leave loading and penalties in subclause 36.10(a) are not payable for public holidays which occur during a period of annual leave.

(c) No loading is payable where the annual leave is taken wholly or partly in advance, provided however, that if the employment of such an employee continues until their next anniversary date, the loading then becomes payable.

(d) When the employment of an employee is terminated, and at the time of the termination the employee has not been given and not taken the whole of an annual leave period to which the employee became entitled, the employee will be paid their leave loading entitlement for the period not taken.

36.11 **Annual Leave and Service**

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

36.12 **Payment of Annual Leave on Termination**

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

36.13 **Annual Closedown**

(a) Sight for Life Foundation may temporarily close a part or the whole of the facility not more than once every twelve months for a period not exceeding 3 weeks.

(b) Where practicable Sight for Life Foundation will give at least two (2) months' notice of the dates of the closedown; all prospective employees will be advised of any closedown in the letter offering them employment.

(c) An employee with an entitlement to annual leave and/or who has banked accumulated hours under clause 30, Banking of Hours sufficient to cover the closedown period will be required to access their accumulated annual leave and/or accumulated hours for the period of the closedown. The employee may choose the combination of annual leave and banked accumulated hours that she or he will use to cover the closedown period.

(d) Where an employee has an entitlement to annual leave which is less than the period of the closedown, the employee will have to choose one or more of the following forms of leave to make up the difference between the accumulated annual leave and the period of the closedown:

(i) leave without pay;

(ii) annual leave taken in advance; and/or

(iii) banked accumulated hours.

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

37. Public Holidays

37.1 Public holidays are provided for in the NES. This clause contains additional provisions.

37.2 Sight for Life Foundation may request an employee to work on a particular public holiday. The employee may refuse the request (and take the day off) if the employee has reasonable grounds for doing so. In determining whether an employee has reasonable grounds for refusing a request to work on a public holiday regard must be had to the matters set out in section 114 of the Act.

37.3 Public holidays shall be allowed to employees without loss of ordinary pay.

37.4 For the purposes of this agreement, the following shall be deemed to be public holidays:

(a) New Year's Day; Australia Day; Good Friday; Easter Saturday; Easter Sunday; Easter Monday; Anzac Day; King's Birthday; Labour Day; Christmas Day; Boxing Day; and

(b) any other day, or part-day, declared or prescribed by or under a law of a State or Territory to be observed within a region of the State or Territory, as a public holiday, other than a day or part-day, or a kind of day or part-day, that is excluded by the regulations from counting as a public holiday.

37.5 If, under (or in accordance with a procedure under) a law of a State or Territory, a day or part-day is substituted for a day or part-day that would otherwise be a public holiday because of subclause 37.4(b), then the substituted day or part-day is the public holiday.

37.6 Where, in accordance with subclause 37.4(b), less than a full day is proclaimed and observed as a public holiday, within the calendar year and within the area in which the facility is situated, a full day will be observed as a public holiday between Christmas and New Year, within the days Monday to Friday inclusive and not coinciding with a date that is already a gazetted public holiday for that calendar year.

37.7 Sight For Life Foundation and employees may agree to substitute another day for a public holiday observed at subclause 37.4.

37.8 An employee who is required to and does work on any public holiday prescribed in this clause shall be paid in lieu of all other shift penalties, weekend penalties and casual loading, as follows:

(a) Full-time employees: Time and one half for all ordinary time worked in addition to the ordinary hourly rate. Alternatively, if the employee elects, half-time extra for all time worked in addition to the ordinary hourly rate and have one ordinary working day added to be taken in conjunction with the period of annual leave.

(b) Part-time employees: Double and a half for all time worked on the public holiday, although where the time worked by agreement is less than the rostered shift, the balance of the rostered shift will be paid at ordinary pay. Alternatively, if the employee elects, half-time extra for all time worked in addition to the ordinary hourly rate and have the equivalent number of hours worked added to be taken in conjunction with the period of annual leave.

(c) Casual employees: Double time and one-half the basic rate of pay for casuals for all time worked. Such payment shall be taken to be inclusive of and not in addition to the casual loading referred to in sub-clause 15.6(b).

37.9 The election referred to in subclause 37.7 is to be made in writing by the employee at the commencement of each year of employment and may only be changed within that period with the agreement of Sight for Life Foundation.

38. Personal/Carer's Leave

38.1 **NES**

(a) Employees are entitled to personal leave in accordance with the provisions of the NES (Division 7 of Part 2-2 of the Act).

(b) Casual employees have no entitlement to paid personal/carer's leave but do have an entitlement to unpaid carer's leave.

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

(a) For each year of service with Sight for Life Foundation (other than periods of employment as a casual employee of Sight for Life Foundation), an employee is entitled to 10 days of paid personal/carer's leave (pro rata for a part-time employee).

(b) An employee's entitlement to paid personal/carer's leave accrues progressively during a year of service (other than periods of employment as a casual employee of Sight for Life Foundation) according to the employee's ordinary hours of work and accumulates from year to year.

38.3 Taking of Personal/Carer's Leave

An employee may take paid personal/carer's leave:

(a) where the employee is not fit for work because of a personal illness, or personal injury, affecting the employee; or

(b) to provide care or support to a member of the employee's immediate family, or a member of the employee's household, who requires care or support because of:

(i) a personal illness, or personal injury, affecting the member; or

(ii) an unexpected emergency affecting the member.

38.4 Payment of Paid Personal/Carer's Leave

(a) If an employee takes a period of paid personal/carer's leave, Sight for Life Foundation must pay the employee at the employee's base rate of pay for the employee's ordinary hours of work in the period.

(b) An employee is not entitled to be paid personal leave whilst they are in receipt of workers' compensation payments.

38.5 Personal/Carers Leave on Public Holidays and during periods of FDV Leave

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

(b) If the period during which an employee takes paid personal/carer's leave includes a period of paid family and domestic violence leave, the employee is taken not to be on paid personal/carer's leave for the period of that paid family and domestic violence leave.

38.6 Unpaid Carer's Leave

(a) An employee is entitled to two (2) days' unpaid carer's leave for each occasion when a member of the employee's immediate family, or a member of the employee's household, requires care or support because of:

(i) a personal illness, or personal injury, affecting the member; or

(ii) an unexpected emergency affecting the member.

(b) An employee may take unpaid carer's leave as:

(i) a single continuous period of up to 2 days: or

(ii) any separate periods agreed with Sight for Life Foundation.

(c) An employee is entitled to unpaid carer's leave for a particular occasion only if the employee cannot take an amount of paid personal/carer's leave.

38.7 Personal Leave Notice and Evidence

(a) Personal Leave - Notice:

(i) To be entitled to sick leave during a period, an employee must give Sight for Life Foundation notice as soon as reasonably practicable (which may be at a time before or after the sick leave has started) that the employee is (or will be) absent from his or her employment during the period because of a personal illness, or injury, of the employee.

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

(b) If Sight for Life Foundation requires an employee to give Sight for Life Foundation documentary evidence in relation to a period of personal leave taken (or to be taken) by the employee:

(i) To be entitled to personal leave during the period, the employee must give Sight for Life Foundation as soon as reasonably practicable (which may be at a time before or after the personal leave has started):

(A) if it is reasonably practicable to do so - a medical certificate from a registered health practitioner stating that in their opinion, the employee was, is, or will be unfit for work during the period because of a personal illness or injury; or

(B) if it is not reasonably practicable for the employee to give Sight for Life Foundation a medical certificate - a statutory declaration made by the employee stating that the employee was, is, or will be unfit for work during the period because of a personal illness or injury.

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

38.8 Carer's Leave Notice and Evidence

(a) To be entitled to carer's leave during a period, an employee must give Sight for Life Foundation notice as soon as reasonably practicable (which may be at a time before or after the carer's leave has started) that the employee requires (or required) leave during the period to provide care or support to a member of the employee's immediate family, or a member of the employee's household, who requires (or required) care or support because of:

(i) a personal illness, or injury, of the member; or

(ii) an unexpected emergency affecting the member.

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

(b) If Sight for Life Foundation requires an employee to give Sight for Life Foundation documentary evidence in relation to a period of carer's leave taken (or to be taken) by the employee:

(i) To be entitled to carer's leave during the period, the employee must give Sight for Life Foundation as soon as reasonably practicable (which may be at a time before or after the carer's leave has started):

(A) if the care or support is required because of a personal illness, or injury, of the member - a medical certificate from a registered health practitioner or a statutory declaration made by the employee;

(B) if the care or support is required because of an unexpected emergency affecting the member - a statutory declaration made by the employee; and

(ii) The document must include a statement to the effect that:

(A) if the document is a medical certificate - in the registered health practitioner's opinion, the member requires care and support during the period because the member had, has or will have a personal illness or injury during the period; or

(B) if the document is a statutory declaration - the employee requires (or required) leave during the period to provide care or support to the member because the member requires (or required) care or support during the period because of:

(1) a personal illness, or injury, of the member; or

(2) an unexpected emergency affecting the member.

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

38.9 Personal/Carer's Leave and Service

(a) A period of paid personal/carer's leave does not break an employee's continuity of service and paid personal/carer's leave counts as service for all purposes.

(b) A period of unpaid personal/carer's leave does not break an employee's continuity of service; however, a period of unpaid personal/carer's leave does not count as service.

39. Compassionate Leave

39.1 Entitlement to compassionate leave

(a) Employees are entitled to compassionate leave in accordance with the provisions of the NES (refer to Subdivision C, Division 7 of Part 2-2 of the Act).

(b) An employee is entitled to 2 days of compassionate leave for each occasion (a permissible occasion) when:

(i) a member of the employee's immediate family, or a member of the employee's household:

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

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

(C) dies; or

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

(iii) the employee, or the employee's spouse or de facto partner, has a miscarriage.

(c) Subclause 39.1(b)(iii) does not apply:

(i) if the miscarriage results in a stillborn child; or

(ii) to a former spouse, or former de facto partner, of the employee.

39.2 **Taking compassionate leave**

(a) An employee may take compassionate leave for a particular permissible occasion if the leave is taken:

(i) to spend time with the member of the employee's immediate family or household who has contracted or developed the personal illness, or sustained the personal injury, referred to in subclause 39.1; or

(ii) after the death of the member of the employee's immediate family or household, or the stillbirth of the child, referred to in subclause 39.1; or

(iii) after the employee, or the employee's spouse or de facto partner, has the miscarriage referred to in subclause 39.1.

(b) An employee may take compassionate leave for a particular permissible occasion as:

(i) a single continuous 2 day period; or

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

(iii) any separate periods to which the employee and Sight for Life Foundation agree.

(c) If the permissible occasion is the contraction or development of a personal illness, or the sustaining of a personal injury, the employee may take the compassionate leave for that occasion at any time while the illness or injury persists.

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

(a) If an employee, other than a casual employee, takes a period of compassionate leave, Sight for Life Foundation must pay the employee at the employee's base rate of pay for the employee's ordinary hours of work in the period.

(b) For casual employees, compassionate leave is unpaid leave.

39.4 **Notice and Evidence Requirements**

(a) To be entitled to compassionate leave, an employee must give Sight for Life Foundation notice of the period or expected period of the leave as soon as reasonably practicable (which may be at a time before or after the leave has started) that the employee is (or will be) absent from his or her employment.

(b) Sight For Life Foundation may require an employee to provide evidence that would satisfy a reasonable person that the leave was taken for a permissible reason or occasion.

39.5 **Service**

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

(b) A period of unpaid compassionate leave does not break an employee's continuity of service but does not count as service.

40. Long Service Leave

40.1 An employee's entitlement to long service leave shall be in accordance with the provisions of this Agreement and the *Long Service Leave Act 1955* (NSW) provided that where any provision of this Agreement is more advantageous than the *Long Service Leave Act 1955* (NSW), the provisions of this Agreement shall prevail.

40.2 Every employee after ten (10) years' service with Sight for Life Foundation shall be entitled to two (2) months' long service leave on full pay; after fifteen (15) years' continuous service to an additional one (1) month's long service leave on full pay; and for each five (5) years' continuous service thereafter to an additional one and one half (1 ½) months' long service leave on full pay. Such leave shall be taken at a time to be mutually arranged between the employer and Sight for Life Foundation.

40.3 Where the service of an employee with at least five (5) years' service is terminated for any reason other than serious misconduct, the employee shall be entitled for five (5) years' service to one (1) month's long service leave on full pay and for service after five (5) years to a proportionate amount of such leave on full pay calculated on the basis of two (2) months' long service leave for ten (10) years' service.

40.4 Where the service of an employee with at least five years' service is terminated by the employee on account of illness, incapacity or domestic or other pressing necessity, or by reason of the death of the worker, the employee shall be entitled for five years' service to one month's long service leave on full pay and for service after 5 years to a proportionate amount of such leave on full pay calculated on the basis of 2 months' long service leave for 10 years' service.

40.5 Where an employee's employment terminates before the employee has taken an accrued long service leave entitlement, the employee will be paid, on termination, the monetary value of any accrued but untaken long service leave entitlement. Such payment will be calculated at the employee's ordinary rate of pay applicable immediately prior to the termination of employment, or as otherwise required by applicable long service leave legislation.

40.6 For the purpose of this Clause:

(a) one (1) month equals four and one third (4 1/3) weeks;

(b) continuous service shall be deemed not to be broken (but shall not count towards service) where the employee is absent from work with Sight for Life Foundation due to:

(i) any period on leave without pay not exceeding six months; or

(ii) the employee's being an active serving member of the Defence Forces of the Commonwealth in time of war.

40.7 Where an employee dies and any long service leave to which the employee was entitled has not been taken, or accrued upon termination of the services of the employee by reason of the employee's death and has not been taken, the employer shall, upon request by the employee's personal representative, pay to the employee's estate in full the ordinary pay that would have been payable to the employee in respect of long service leave less any amount already paid to the employee in respect of that leave.

40.8 Any period(s) of part-time employment with the same employer shall count towards long service leave as provided for in subclause 40.2. Such long service leave shall be paid for on the basis of the proportion that the average number of hours worked per week bears to thirty-eight (38) hours.

41. Parental Leave

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

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

Unpaid parental leave

41.3 An employee is entitled to 12 months of unpaid parental leave if:

(a) the leave is associated with:

(i) the birth of a child of the employee or employee's spouse or de-facto partner; or

(ii) the placement of a child with the employee for adoption; and

(b) the employee has or will have a responsibility for the care of the child.

41.4 To be entitled to parental leave, the employee must have completed at least 12 months' continuous service with Sight for Life Foundation prior to:

(a) the date of birth or expected date of birth; or

(b) day of placement or expected day of placement of the child in the case of adoption.

Paid parental leave

41.5 In addition to unpaid parental leave available to eligible employees under the Act, full-time and part-time employees may claim paid parental leave at their ordinary rate of pay from the date the parental leave commences in the following circumstances:

(a) where there is compliance with the documentation requirements to the extent to which they apply; and

(b) immediately before the expected date of birth of the child, the employee has, or will have, completed at least 12 months of continuous service with Sight for Life Foundation, and

(c) where the employee will be the primary care giver for the child.

41.6 For the purposes of the calculation of "ordinary pay" for paid parental leave, the employee will be paid based on the average of the ordinary hours actually worked by the employee in the 12-month period ending at the commencement of parental leave.

41.7 Eligible employees with a minimum of 12 months' continuous service with Sight for Life Foundation are entitled to take paid parental leave in the amount of 9 weeks at ordinary pay (which may be taken for double the time at half-pay). This leave may commence up to 9 weeks prior to the expected date of birth.

41.8 An employee with a minimum of 12 months' continuous service with Sight for Life Foundation who is a secondary carer will be paid one (1) weeks' leave at the ordinary rate of pay.

41.9 Paid parental leave will be paid in accordance with Sight for Life Foundation's usual payroll cycle.

41.10 Annual leave and/or long service leave credits can be combined with periods of parental leave on half pay to enable an employee to remain on full pay for that period.

Return to work after parental leave

41.11 An employee returning to work after a period of parental leave is entitled to be employed in:

(a) the position held by the employee immediately before proceeding on that leave, or

(b) if the employee worked part-time or on a less regular casual basis because of pregnancy related illness before proceeding on parental leave, the position held immediately before commencing that part-time work or less regular casual work, or

(c) if the employee was transferred to a safe job before proceeding on parental leave, the position held immediately before the transfer.

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

41.13 In this section, a reference to employment in a position includes, in the case of a casual employee, a reference to work for the employer on a regular and systematic basis.

Transfer to a safe job

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

41.15 Sight for Life Foundation is to temporarily adjust the employee's working conditions or hours of work to avoid exposure to that risk.

41.16 If such an adjustment is not feasible or cannot reasonably be required to be made, Sight for Life Foundation is to transfer the employee to other appropriate work that:

(a) will not expose her to that risk, and

(b) is as nearly as possible comparable in status and pay to that of her present work.

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

41.18 Sight for Life Foundation must not fail to re-engage a regular casual employee because:

(a) the employee or employee's spouse is pregnant; or

(b) the employee is or has been immediately absent on parental leave.

41.19 The rights of Sight for Life Foundation in relation to engagement and re-engagement of casual employees are not affected, other than in accordance with this clause.

Right to request

41.20 An employee entitled to parental leave may request Sight for Life Foundation to allow the employee:

(a) To extend the taking of simultaneous unpaid parental leave for up to a maximum of eight (8) weeks;

(b) to extend the period of unpaid parental leave for a further continuous period of leave not exceeding twelve (12) months;

(c) to return from a period of parental leave on a part-time basis until the child reaches school age;

(d) to assist the employee in reconciling work and parental responsibilities.

41.21 Sight for Life Foundation shall consider the request having regard to the employee's circumstances and, provided the request is genuinely based on the employee's parental responsibilities, may only refuse the request on reasonable grounds related to the effect

on the workplace or Sight for Life Foundation's business. Such grounds might include cost, lack of adequate replacement staff, loss of efficiency and the impact on customer service.

41.22 The employee's request and Sight for Life Foundation's decision made pursuant to sub-clause 41.20 is to be provided in writing.

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

Communication during parental leave

41.24 Where an employee is on parental leave and a definite decision has been made to introduce significant change at the workplace, Sight for Life Foundation shall take reasonable steps to:

(a) make information available in relation to any significant effect the change will have on the status or responsibility level of the position the employee held before commencing parental leave; and

(b) provide an opportunity for the employee to discuss any significant effect the change will have on the status or responsibility level of the position the employee held before commencing parental leave.

41.25 The employee shall take reasonable steps to inform Sight for Life Foundation about any significant matter that will affect the employee's decision regarding the duration of parental leave to be taken, whether the employee intends to return to work and whether the employee intends to request to return to work on a part-time basis.

41.26 The employee shall also notify Sight for Life Foundation of changes of address or other contact details which might affect the employer's capacity to comply with this sub-clause.

42. Community Services Leave

42.1 Entitlement to be absent from employment for engaging in eligible community service activity

(a) An employee who engages in an eligible community service activity is entitled to be absent from their employment for a period if:

(i) the period consists of one or more of the following:

(A) time when the employee engages in the activity;

(B) reasonable travelling time associated with the activity;

(C) reasonable rest time immediately following the activity; and

(ii) unless the activity is jury service - the employee's absence is reasonable in all the circumstances.

42.2 Meaning of eligible community service activity

(a) Each of the following is an **eligible community service activity**:

(i) jury service (including attendance for jury selection) that is required by or under a law of the Commonwealth, a State or a Territory; or

(ii) a voluntary emergency management activity (see subclause 42.2(b)); or

(iii) an activity prescribed as an eligible community activity by regulations made in accordance with the *Fair Work Regulations 2009*.

(b) An employee engages in a voluntary emergency management activity if, and only if:

(i) the employee engages in an activity that involves dealing with an emergency or natural disaster; and

(ii) the employee engages in the activity on a voluntary basis (whether or not the employee directly or indirectly takes or agrees to take an honorarium, gratuity or similar payment wholly or partly for engaging in the activity); and

(iii) the employee is a member of, or has a member-like association with, a recognised emergency management body; and

(iv) either:

(A) the employee was requested by or on behalf of the body to engage in the activity; or

(B) no such request was made, but it would be reasonable to expect that, if the circumstances had permitted the making of such a request, it is likely that such a request would have been made.

(c) A recognised emergency management body is:

(i) a body, or part of a body, that has a role or function under a plan that:

(A) is for coping with emergencies and/or disasters; and

(B) is prepared by the Commonwealth, a State or a Territory; or

(ii) a firefighting, civil defence or rescue body, or part of such a body; or

(iii) any other body, or part of a body, a substantial purpose of which involves:

(A) securing the safety of persons or animals in an emergency or natural disaster; or

(B) protecting property in an emergency or natural disaster; or

(C) otherwise responding to an emergency or natural disaster; or

(iv) a body, or part of a body, prescribed by the regulations made in accordance with the *Fair Work Act 2009*;

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

42.3 Notice and evidence requirements

(a) An employee who wants an absence from their employment to be covered by this Clause must give Sight for Life Foundation notice of the absence.

(b) The notice:

(i) must be given to Sight for Life Foundation as soon as practicable (which may be a time after the absence has started); and

(ii) must advise Sight for Life Foundation of the period, or expected period, of the absence.

(c) An employee who has given Sight for Life Foundation notice of an absence under sub-clause (a) must, if required by Sight For Life Foundation, give Sight For Life Foundation evidence that would satisfy a reasonable person that the absence is because the employee has been or will be engaging in an eligible community service activity.

(d) An employee's absence from their employment is not covered by Clause 42 unless the employee complies with sub-clause 42.3.

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

(a) This section applies if:

(i) in accordance with Clause 42, an employee is absent from their employment for a period because of jury service; and

(ii) the employee is not a casual employee.

(b) Subject to 42.4 (c), (d) and (e), Sight for Life Foundation must pay the employee at the employee's base rate of pay for the employee's ordinary hours of work in the period.

(c) Sight For Life Foundation may require the employee to give the employer evidence that would satisfy a reasonable person:

(i) that the employee has taken all necessary steps to obtain any amount of jury service pay to which the employee is entitled; and

(ii) of the total amount (even if it is a nil amount) of jury service pay that has been paid, or is payable, to the employee for the period.

(d) If Sight for Life Foundation requires the employee to provide evidence in accordance with 42.4(c):

(i) the employee is not entitled to payment under 42.4(b) unless the employee provides the evidence; and

(ii) if the employee provides the evidence, the amount payable to the employee under 42.4(b) is reduced by the total amount of jury service pay that has been paid, or is payable, to the employee, as disclosed in the evidence.

(e) If an employee is absent because of jury service in relation to a particular jury service summons for a period, or a number of periods, of more than ten (10) days in total:

(i) Sight For Life Foundation is only required to pay the employee for the first ten (10) days of absence; and

(ii) the evidence provided in response to a requirement under subsection (c) need only relate to the first ten (10) days of absence; and

(iii) the reference in 42.4(d) to the total amount of jury service pay as disclosed in evidence is a reference to the total amount so disclosed for the first ten (10) days of absence.

(f) Jury service pay means an amount paid in relation to jury service under a law of the Commonwealth, a State or a Territory, other than an amount that is, or that is in the nature of an expense-related allowance.

(g) Jury service summons means a summons or other instruction (however described) that requires a person to attend for or perform jury service.

43. Family and Domestic Violence Leave

43.1 Sight For Life Foundation recognises that employees sometimes face situations of violence or abuse in their personal life. Sight For Life Foundation is committed to providing help and support to staff.

43.2 Paid Family and Domestic Violence Leave ("**FDV Leave**") of up to ten (10) days per annum is available to all employees (including full time, part time and casual employees) in accordance with the NES.

NOTE 1: Information provided to employers concerning an employee's experience of family and domestic violence is sensitive and if mishandled can have adverse consequences for the employee. Sight For Life Foundation is subject to confidentiality requirements regarding the handling of this information under section 106C of the *Fair Work Act* 2009 and requirements as to what can be reported on pay slips pursuant to regulations 3.47 and 3.48 of the *Fair Work Regulations 2009*.

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

43.3 An employee will also have access to their accrued personal leave and in the event the employee has exhausted their entitlement to FDV Leave and personal leave, further leave may be provided at the absolute discretion of Sight for Life Foundation.

43.4 In order to provide support to an employee experiencing family violence and to provide a safe work environment to all employees, Sight for Life Foundation will approve a request from an employee experiencing family violence providing the request is reasonable in all the circumstances in relation to the following:

(a) changes to their span of hours or pattern or hours and/or shift patterns;

(b) job redesign or changes to duties within their skills and capabilities;

(c) relocation to suitable employment within the workplace;

(d) a change to their telephone number or email address to avoid harassing contact; and/or

(e) any other appropriate measures including those available under existing provisions for family friendly and flexible work arrangements.

43.5 An employee experiencing family violence will be offered a referral to the relevant local resources.

44. Leave Without Pay

44.1 An employee may apply for a period of leave without pay. The granting of leave without pay is at the discretion of Sight for Life Foundation, having regard to the operational requirements of the business and the employee's individual circumstances.

44.2 Leave without pay may be approved where an employee has exhausted their accrued annual leave entitlement and no alternative arrangement has been agreed between the parties, including during any temporary closure or annual shutdown of the business.

44.3 In considering an application for leave without pay, Sight for Life Foundation will take into account the operational needs of the business and the circumstances of the employee.

44.4 A period of approved leave without pay of less than 12 months will not constitute a break in the employee's continuous service. However, any period of leave without pay will not count as service for the purpose of accruing leave entitlements or any other benefits, unless otherwise required by legislation or expressly provided for in this Agreement.

45. Workplace Delegates' Rights

45.1 This clause provides for the exercise of the rights of workplace delegates set out in section 350C of the Act.

NOTE: Under section 350C(4) of the Act, Sight for Life Foundation is taken to have afforded a workplace delegate the rights mentioned in section 350C(3) if Sight for Life Foundation has complied with clause 45.

45.2 In clause 45:

(a) **employer** means the employer of the workplace delegate;

(b) **delegate's organisation** means the employee organisation in accordance with the rules of which the workplace delegate was appointed or elected;

(c) **eligible workers** means members and persons eligible to be members of the workplace delegate's organisation who work in a particular enterprise.

45.3 Before exercising entitlements under clause 45, a workplace delegate must give Sight for Life Foundation written notice of their appointment or election as a workplace delegate. If requested, the workplace delegate must provide Sight for Life Foundation with evidence that would satisfy a reasonable person of their appointment or election.

45.4 An employee who ceases to be a workplace delegate must give written notice to Sight for Life Foundation within 14 days.

45.5 **Right of representation**

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

(a) consultation about major workplace change;

(b) consultation about changes to rosters or hours of work;

(c) resolution of disputes;

(d) disciplinary processes;

(e) enterprise bargaining where the workplace delegate has been appointed as a bargaining representative under section 176 of the Act or is assisting the delegate's organisation with enterprise bargaining; and

(f) any process or procedure within an award, enterprise agreement or workplace policy under which eligible workers are entitled to be represented and which concerns their industrial interests.

45.6 **Entitlement to reasonable communication**

(a) A workplace delegate may communicate with eligible workers in relation to their industrial interests under clause 45.5. This includes discussing membership of the delegate's organisation and representation with eligible workers.

(b) A workplace delegate may communicate with eligible workers during working hours or work breaks, or before or after work.

45.7 **Entitlement to reasonable access to the workplace and workplace facilities**

(a) Sight for Life Foundation must provide a workplace delegate with access to or use of the following workplace facilities:

(i) a room or area to hold discussions that is fit for purpose, private and accessible by the workplace delegate and eligible workers;

(ii) a physical or electronic noticeboard;

(iii) electronic means of communication ordinarily used in the workplace by Sight for Life Foundation to communicate with eligible workers and by eligible workers to communicate with each other, including access to Wi-Fi;

(iv) a lockable filing cabinet or other secure document storage area; and

(v) office facilities and equipment including printers, scanners and photocopiers.

(b) Sight for Life Foundation is not required to provide access to or use of a workplace facility under clause 45.7(a) if:

(i) the workplace does not have the facility;

(ii) 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

(iii) Sight For Life Foundation does not have access to the facility at the enterprise and is unable to obtain access after taking reasonable steps.

45.8 **Entitlement to reasonable access to training**

Unless the employer is a small business employer, Sight for Life Foundation must provide a workplace delegate with access to up to 5 days of paid time during normal working hours for initial training and at least one day each subsequent year, to attend training related to representation of the industrial interests of eligible workers, subject to the following conditions:

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

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

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

(ii) regular casual employees.

(c) Payment for a day of paid time during normal working hours is payment of the amount the workplace delegate would have been paid for the hours the workplace delegate would have been rostered or required to work on that day if the delegate had not been absent from work to attend the training.

(d) The workplace delegate must give the employer not less than 5 weeks' notice (unless Sight for Life Foundation and the 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 Sight for Life Foundation, the workplace delegate must provide Sight for Life Foundation with an outline of the training content.

(f) Sight for Life Foundation must advise the workplace delegate not less than 2 weeks from the day on which the training is scheduled to commence, whether the workplace delegate's access to paid time during normal working hours to attend the training has been approved. Such approval must not be unreasonably withheld.

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

Exercise of entitlements under this clause

45.9 **Exercise of entitlement under this clause**

(a) A workplace delegate's entitlements under clause 45 are subject to the conditions that the workplace delegate must, when exercising those entitlements:

(i) comply with the reasonable policies and procedures of Sight for Life Foundation, including reasonable codes of conduct and requirements in relation to occupational health and safety and acceptable use of ICT resources;

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

(b) When exercising any entitlements under clause 45, a workplace delegate must, other than in the reasonable exercise of those entitlements:

(i) comply with their duties and obligations as an employee; and

(ii) not hinder, obstruct or prevent the normal performance of work.

(c) Clause 45 does not require Sight for Life Foundation to provide a workplace delegate with access to electronic means of communication in a way that provides individual contact details for eligible workers.

(d) Clause 45 does not require an eligible worker to be represented by a workplace delegate without the worker's agreement.

NOTE: Under section 350A of the Act, Sight for Life Foundation must not:

(a) unreasonably fail or refuse to deal with a workplace delegate; or

(b) knowingly or recklessly make a false or misleading representation to a workplace delegate; or

(c) unreasonably hinder, obstruct or prevent the exercise of the rights of a workplace delegate under the Act or clause 45.

46. Union Matters

46.1 Sight for Life Foundation recognises the right of all employees to join a union, to access meaningful union representation, to participate collectively in workplace issues, and to collectively bargain through their Union.

46.2 Upon request and the giving of four (4) weeks' notice to Sight for Life Foundation, a workplace delegate will be released from work in paid time to attend one (1) day of the NSWNMA/ANMF Annual Conference. Subject to operational requirements, Sight for Life Foundation shall not unreasonably refuse such a request.

46.3 Employees who are members of a Union covered by this Agreement may attend up to two (2) union meetings in each calendar year during working hours subject to the following conditions:

(a) Each Union meeting will be limited to a maximum duration of thirty (30) minutes and employees attending the meeting will be paid at their ordinary rate of pay for the time spent attending the meeting.

(b) The Union must provide Sight for Life Foundation with at least four (4) weeks' written notice of any proposed meeting and consult with Sight for Life Foundation regarding a suitable date, time and location for the meeting.

(c) The scheduling of Union meetings must take into account the operational requirements of Sight for Life Foundation and the need to maintain appropriate staffing levels and continuity of services.

(d) Sight for Life Foundation will not unreasonably refuse a request to conduct a Union meeting under this clause where the requirements of this clause have been met.

(e) Attendance at a Union meeting under this clause is voluntary and will be limited to employees who wish to attend.

47. Learning and Development

47.1 Each full-time nurse (pro rata, for part-time employees) may make application to Sight for Life Foundation in order to access study / professional development leave. 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 Sight for Life Foundation.

47.2 In accordance with subclause 47.1, the employee may apply to Sight for Life Foundation to access paid leave per year for the purposes of attendance at approved professional development conferences/seminars.

47.3 The time and manner of taking any such approved leave under this provision is to be mutually agreed between Sight for Life Foundation and the employee and the course and means of dissemination of conference/seminar information is to be approved by Sight for Life Foundation.

47.4 Reasonable travel, accommodation and registration costs may be paid by Sight for Life Foundation, when Sight for Life Foundation approves the employee's attendance at the conference/seminar.

PART VII – OTHER MATTERS

48. Attendance at Meetings and Fire Drills

48.1 Any employee required to work outside the ordinary hours of work in satisfaction of the requirements for compulsory fire safety practices (fire drill and evacuation procedures) contained from time to time within the *Private Health Facilities Act* 2007, and the regulations made there under, shall be entitled to be paid the "ordinary rate" for the actual time spent in attendance at such practices. In lieu of receiving payment, employees may with the agreement of Sight for Life Foundation be permitted to be free from duty for a period of time equivalent to the period spent in attendance at such

meetings. Such time spent in attendance shall not be viewed as overtime for the purposes of this Agreement.

48.2 Any employee required to attend Workplace Health and Safety Committee and/or Board of Management meetings in the capacity of employee representative shall, if such meetings are held outside the ordinary hours of work, be entitled to receive payment at the "ordinary rate" for the actual time spent in attendance at such meetings. In lieu of receiving payment, employees may with the agreement of Sight for Life Foundation be permitted to be free from duty for a period of time equivalent to the period spent in attendance at such meetings. Such time spent in attendance shall not be viewed as overtime for the purposes of this Agreement.

48.3 For the purposes of this clause "ordinary rate" shall include amounts payable under Clause 19, Minimum Rates of Pay and Wage Increases, and Clause 22, Allowances; plus, where appropriate, the casual loading prescribed in subclause 15.6(b).

49. Staff Amenities

49.1 Sight For Life Foundation shall provide for the use of employees:

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

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

(c) any other amenity required by work health and safety legislation.

49.2 Sight For Life Foundation will provide employees with a catered lunch on request only on full days of theatre (comprising two consecutive theatre sessions).

49.3 On half days of theatre (one theatre session), Sight for Life Foundation will provide tea, coffee, milk and biscuits for employees.

50. Patient Escort Duty

50.1 Periods during which an employee, other than the Clinical Services Manager, is engaged in nursing duties, that is to say in attendance with a patient, shall be paid as working time under this Agreement. Where applicable, overtime shall be payable.

50.2 All reasonable out-of-pocket expenses shall be reimbursed.

50.3 Rostered time shall be paid as such even though an employee may be travelling, in hotel/motel accommodation, or waiting for transport.

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

(a) Periods in hotel/motel accommodation or waiting for transport shall not be counted as working time;

(b) Periods in travelling shall count as working time.

51. Medical Examination of Nurses

51.1 Medical examination of nurses will be in accordance with Sight for Life Foundation's Policy in line with the Department of Health Policy Directive NSW PD2026_004 (*Occupational Assessment, Screening and Vaccination against Specified Infectious Diseases*), as varied from time to time.

52. Anti-Discrimination

52.1 The parties to this Agreement are committed to providing a workplace that is free from unlawful discrimination, harassment, victimisation and bullying. It is the intention of the parties bound by this Agreement to achieve the object of the *Fair Work Act 2009* (Cth) of preventing and eliminating discrimination in the workplace. Employees and prospective employees will be treated fairly and with respect, regardless of any protected attribute recognised under applicable Commonwealth, State or Territory anti-discrimination, equal opportunity or human rights legislation.

PART A – CLASSIFICATIONS

A.1 Assistant in Nursing

"Assistant in Nursing" ('AIN') means a person, other than a Registered Nurse or Enrolled Nurse, who is employed to assist nursing staff in the delivery of patient care within the Day Procedure Centre.

An Assistant in Nursing:

- Performs delegated nursing and support tasks under the direction and supervision of a Registered Nurse;
- Works within defined education, training, and assessed competencies;
- Provides assistance with patient care activities, observations, and support functions as directed; and
- Supports clinical and care areas in accordance with service needs and local policy.

A.2 Enrolled Nurse

"Enrolled Nurse" means a person registered by the Nursing and Midwifery Board of Australia as an Enrolled Nurse.

An Enrolled Nurse:

- Practises under the direction and supervision of a Registered Nurse;
- Is accountable for their own professional practice within their scope of registration; and
- Provides nursing care in accordance with competence, experience, and service requirements.

A.3 Enrolled Nurse – with Notation

"Enrolled Nurse – with Notation" means an Enrolled Nurse who is registered and endorsed by the Nursing and Midwifery Board of Australia but does not hold a Board-approved qualification in medicines administration.

A.4 Registered Nurse

"Registered Nurse" means a person registered by the Nursing and Midwifery Board of Australia as a Registered Nurse.

A Registered Nurse:

- Provides comprehensive nursing assessment, planning, implementation, and evaluation of care;
- Exercises professional judgement and accountability for patient outcomes;
- Practices in accordance with professional standards, competence, and service requirements;
- May practise across multiple clinical areas within the Day Procedure Centre; and
- May participate in on call and after-hours arrangements in accordance with local policy and clinical capability.

A.5 Clinical Nurse Specialist

"Clinical Nurse Specialist" ('CNS') means a Registered Nurse appointed to a specialist clinical role within the Day Procedure Centre who:

- Holds relevant post basic qualifications and has at least twelve (12) months' experience in the relevant clinical specialty; or
- Has a minimum of four (4) years post registration experience, including three (3) years in the relevant specialty area.

The Clinical Nurse Specialist:

- Actively contributes to the development of clinical practice in the ward/unit/service;
- Acts as a resource and mentor to others in relation to clinical practice;
- Exercises extended autonomy of decision making; and
- Exercises professional knowledge and judgement in providing complex care requiring advanced clinical skills and undertakes the role of specialist clinical practice across a small or medium sized health facility.

Performance and Role Review

- Appointment to, and continuation in, a Clinical Nurse Specialist role is subject to ongoing performance, service need, and the effective fulfilment of specialist responsibilities.
- Where a Clinical Nurse Specialist role is determined by Sight for Life Foundation not to be functioning as a specialist role, or the required specialist contribution is not being demonstrated, the position may be reviewed, varied, or removed, and the employee returned to their substantive classification.

A.6 Nursing Unit Manager

"Nursing Unit Manager" means a Registered Nurse appointed to manage a ward or unit or a group of wards or units within the Day Procedure Centre.

A Nursing Unit Manager is responsible for:

- **Coordination of patient care and services:**
  - Liaison with all health care disciplines for provision of services to meet patient needs;
  - The orchestration of services to meet patient needs after discharge;
  - Providing leadership and role modelling, in collaboration with others;

- **Unit management:**
  - Implementation of health service policy;
  - Dissemination of information to all personnel;
  - Ensuring environmental safety;
  - Managing financial matters, budget preparation and cost control in respect of nursing within that span of control;
  - Participating in policy development and implementation;

- **Nursing staff management:**

- Direction, coordination and supervision of nursing activities;
- Assist training, appraisal and counselling of nursing staff; and
- Rostering and/or allocation of nursing staff as required.

A.7 Clinical Services Manager

"Clinical Services Manager" includes a Registered Nurse who is registered by Sight for Life Foundation with the New South Wales Ministry of Health as the person in charge of the Day Procedure Centre. The Clinical Services Manager must have 5 years of post-graduate experience and 12 months of senior management experience.

PART B – WAGES AND ALLOWANCES

Table 1 – Monetary Rates

Classification	Wage Rates at time of approval of Enterprise Agreement *Per hour*	COLUMN 3 FFPP on or after 1/7/2026 *Per hour*	COLUMN 4 FFPP on or after 1/7/2027 *Per hour*	COLUMN 5 FFPP on or after 1/7/2028 *Per hour*
Assistant in Nursing (with Sterilisation Certificate)	$30.73	$31.65	$32.60	$33.58
Enrolled Nurse with Notation	$37.52	$38.65	$39.80	$41.00
Enrolled Nurse				
First year of service	$35.18	$36.24	$37.32	$38.44
Second year of service	$35.92	$37.00	$38.11	$39.25
Third year of service	$36.68	$37.78	$38.91	$40.08
Fourth year of service	$37.49	$38.61	$39.77	$40.97
Thereafter	$38.30	$39.45	$40.63	$41.85
Registered Nurse (Level 1)				
First year of service	$39.08	$40.25	$41.46	$42.70
Second year of service	$41.24	$42.48	$43.75	$45.06
Third year of service	$43.35	$44.65	$45.99	$47.37
Fourth year of service	$45.62	$46.99	$48.40	$49.85
Fifth year of service	$47.88	$49.32	$50.80	$52.32
Sixth year of service	$50.13	$51.63	$53.18	$54.78
Seventh year of service	$52.73	$54.31	$55.94	$57.62
Eighth year of service	$54.88	$56.53	$58.22	$59.97
Clinical Nurse Specialist	$59.27	$61.05	$62.88	$64.77
Nursing Unit Manager	$60.37	$62.18	$64.04	$65.97
Clinical Services Manager	$64.21	$66.14	$68.12	$70.16

Table 2 – Other Rates and Allowances

Item No	Clause No.	Brief Description	First full pay period on or after 1/7/2026
1	22.2(a)	In charge of Day Procedure Centre (whose usual duties and responsibilities do not include being in charge of Day Procedure Centre)	$39.54 per shift
2	22.3(b)	Use of Private Vehicle (cents per km)	ATO rate

Signed for and on behalf of Sight for Life Foundation Pty Ltd (ABN 46 115 149 561)

KATIE O'BRIEN
Name

17th AUGUST 2026
Date

Signature

LEVEL 3 CLINICAL SERVICES BUILDING
8 MACQUARIE ST SYDNEY 2000
Address

CHIEF EXECUTIVE OFFICER
Position

Catherine Rogers
Witness Name

17/8/26
Date

Signature

Signed for and on behalf of the
Australian Nursing and Midwifery Federation, New South Wales Branch

Name

Date

Signature

Address

Position

Witness Name

Date

Signature

Signed for and on behalf of Sight for Life Foundation Pty Ltd (ABN 46 115 149 561)

Name

Date

Signature

Address

Position

Witness Name

Date

Signature

Signed for and on behalf of the
Australian Nursing and Midwifery Federation, New South Wales Branch

MICHAEL WHAITES

Name

18.9.26

Date

Signature

50 O'DEA AVE

WATERLOO 2017

Address

BRANCH SECRETARY ANMF NSW

Position

Miriam Gatea.

Witness Name

18.9.2026.

Date

Signature