



DECISION

Fair Work Act 2009

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

Mq Health Pty Limited T/A Macquarie University Hospital, Mq Health Clinics
(AG2024/3519)

MACQUARIE UNIVERSITY HOSPITAL AND NSWNMA/ANMF ENTERPRISE AGREEMENT 2024

Health and welfare services

DEPUTY PRESIDENT CROSS

SYDNEY, 31 OCTOBER 2024

Application for approval of the Macquarie University Hospital and NSWNMA/ANMF Enterprise Agreement 2024

[1] An application has been made for approval of an enterprise agreement known as the *Macquarie University Hospital and NSWNMA/ANMF Enterprise Agreement 2024* (**the Agreement**). The application was made pursuant to s.185 of the *Fair Work Act 2009* (**the Act**). It has been made by Mq Health Pty Limited T/A Macquarie University Hospital, Mq Health Clinics. The Agreement is a single enterprise agreement.

[2] The Employer has provided written undertakings. A copy of the undertakings is attached in **Annexure A**. I am satisfied that the undertakings will not cause financial detriment to any employee covered by the Agreement and that the undertakings will not result in substantial changes to the Agreement. The undertakings are taken to be a term of the agreement.

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

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

[5] The Agreement is approved and, in accordance with s.54 of the Act, will operate from 7 November 2024. The nominal expiry date of the Agreement is 31 December 2026.



DEPUTY PRESIDENT

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Annexure A

IN THE FAIR WORK COMMISSION

FWC Matter No: AG2024/3519

Applicant: MQ Health Pty Limited

Application: Section 185 – Application for approval of a single enterprise agreement

Undertakings under section 190 of the Fair Work Act 2009 (Cth) in relation to the Macquarie University Hospital and NSWNMA/ANMF Enterprise Agreement 2024

I, Carina Jarman, have the authority given to me by MQ Health Pty Limited to provide the following undertakings with respect to the *Macquarie University Hospital and NSWNMA/ANMF Enterprise Agreement 2024 (the Agreement)*:

1. Definition of Shiftworker

(a) Subclause 29.3 of the Agreement is deleted and replaced with the following:

29.3 A Shift Worker is an employee who is regularly rostered to work their ordinary hours of work outside the hours as defined by subclause 29.2 This definition of Shift Worker in this Agreement is not a definition of shiftworker for the purposes of the NES.

(b) Subclause 36.1(a) of the Agreement is deleted and replaced with the following:

36.1 Entitlement

a) A Seven Day Shift Worker is an employee who:

- i. is regularly rostered over 7 days of the week; and
- ii. regularly works on weekends.

For the purposes of the NES, a "shiftworker" is a Seven Day Shift Worker as defined in clause 36.1(a).

b) For each year of service with MQ Health, an employee is entitled to:

- i. Day Workers: 4 weeks paid annual leave; or
- ii. Shift Workers (other than Seven Day Shift Workers):
 - (i) 4 weeks paid annual leave, and
 - (ii) Additional Annual Leave in accordance with subclause 36.2; or
- iii. Seven Day Shift Workers:
 - (i) 6 weeks paid annual leave; and
 - (ii) Additional Annual Leave in accordance with subclause 36.2.

This entitlement includes the additional week of annual leave provided for under the NES for shiftworkers.

c) A part time employee will be entitled to annual leave as set out in subclause 36.1 b) on a pro rata basis, based on their ordinary hours of work.

2. Span of Hours

Subclause 29.2 of the Agreement is supplemented with the following:

Where a day worker is rostered to work outside the span of hours of 6.00am to 6.00pm, Monday to Friday, the employee will be paid at least what they would have been entitled to under the Modern Award for the day worked.

3. Casual Loading

Subclause 35.14 of the Agreement is deleted and replaced with the following:

35.14 Overtime and Loadings for Casual Assistants in Nursing and Casual Enrolled Nurses

- (a) Casual AIN means an employee of MQ Health who is engaged as a casual on an hourly basis in accordance with clause 17 of this Agreement and is classified as an Assistant in Nursing under Schedule A of this Agreement.*
- (b) Casual Enrolled Nurse means an employee of MQ Health who is engaged as a casual on an hourly basis in accordance with clause 17 of this Agreement and is classified as an Enrolled Nurse under Schedule A of this Agreement.*
- (c) Loaded Rate means 125% of the applicable hourly rate specified in Schedule B of the Enterprise Agreement.*
- (d) This clause only applies to Casual AINs and Casual Enrolled Nurses.*
- (e) Any applicable overtime or loading to which a Casual AIN or Casual Enrolled Nurse is entitled under the following clauses will be calculated on the Loaded Rate:*
 - i. Clause 32 – Saturday and Sunday Work*
 - ii. Clause 35 – Overtime*
 - iii. Clause 38 – Public Holiday*

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



Carina Jarman
Manager of Employee Relations & Specialist Advice
Macquarie University

10 October 2024

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

Macquarie University Hospital and NSWNMA/ANMF Enterprise Agreement 2024

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Part 1 – Agreement

1. Name of the Agreement

1.1. This Agreement will be known as and referred to as the Macquarie University Hospital and NSWNMA/ANMF Enterprise Agreement 2024 (**the Agreement**).

2. Parties

2.1. The Agreement will be binding on:

- a) MQ Health Pty Limited (ABN 46 141 203 125) trading as Macquarie University Hospital (MQ Health) located at 3 Technology Plance, Macquarie University, NSW 2109;
- b) All nursing employees who are employed by MQ Health in the classifications in Schedule A Classification Descriptors within the Agreement (employee or employees); and
- c) The Australian Nursing and Midwifery Federation, NSW Branch (ABN 63 398 164 405) (the Union) located at 50 O’Dea Avenue, Waterloo, NSW 2107.

3. Duration

- 3.1. The Agreement will commence 7 days after it is approved by the Fair Work Commission and will have a nominal expiry date of 31 December 2026.
- 3.2. The parties will commence negotiations on a successor for this Agreement at least six months before its nominal expiry date.

4. Relationship to NES

- 4.1. Entitlements in accordance with the National Employment Standards are provided for under the *Fair Work Act 2009* (Cth). Any provisions of the NES that are referred to or set out in the Agreement are for the ease of the parties.
- 4.2. Where the NES provides, or is varied to provide, a condition or entitlement more favourable to the employee than what is provided under the Agreement, the more favourable entitlement will apply.
- 4.3. In a circumstance where the Agreement provides a condition or entitlement that is lesser than a condition or entitlement provided for by the NES, the NES will apply and override the less favourable provision/s in the Agreement.

5. Intentions

- 5.1. This Agreement is entered on the understanding that it does not contravene any aspect of the FW Act and Fair Work Regulations 2009 (Cth). Where any term of this Agreement contravenes legislation, such term will not apply. Where this Agreement is silent in whole or in part, the relevant legislation will apply.
- 5.2. Any policies, procedures or guidelines referred to in this Agreement are not incorporated into, and do not form part of, this Agreement. If there is any inconsistency between this Agreement and any policy, procedure or guideline, the express terms of this Agreement will prevail.

6. Access to copies of the Agreement and NES

- 6.1. Where practicable, a copy of the Agreement and the NES will be made readily available to employees covered by the Agreement. In all cases a copy of both documents will be available for inspection at the workplace and Human Resources.

7. Definitions

Accrued Day Off (ADO) means a day that an employee is not required to work as they have accrued an ADO entitlement based on the work cycle in subclause 29.4.

AHM means After Hours Manager.

AHPRA means the Australian Health Practitioner Regulation Authority.

Anniversary Year means the date on which the employee commenced employment in a previous year with MQ Health.

Average Occupied Beds means calculating the adjusted daily average of occupied beds of MQ Health, 700 outpatients per annum will count as one occupied bed. The average will be taken for 12 months ended on 30 June in each year and such average will relate to the salary of the succeeding year.

Base Rate of Pay is the rate of pay payable to an employee for their ordinary hours of work, but not including any of the following:

- a) loadings;
- b) monetary allowances;
- c) overtime or penalty rates;
- d) any other separately identifiable amounts.

Board means the Nursing and Midwifery Board of Australia or its successor and will be taken to mean AHPRA where appropriate.

Date of Commencement refers to the date the employee commenced employment with MQ Health.

Date of Termination refers to an employee's last date of employment with MQ Health.

Day Worker means an employee who works their ordinary hours from Monday to Friday inclusive and who commences work on such days at or after 6:00am and before 10:00am otherwise than as part of the shift system.

De Facto Partner of an employee means 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 of the employee.

Director of Nursing means a registered nurse who is appointed by MQ Health as the Director of Nursing or where applicable, the registered nurse acting in the position of the Director of Nursing or a nominee (who is a registered nurse) at the equivalent or higher level.

Full Rate of Pay is the base rate of pay payable to the employee, plus the following;

- a) loadings;
- b) monetary allowances;
- c) overtime or penalty rates;
- d) any other separately identifiable amounts.

FW Act means the *Fair Work Act 2009* (Cth).

FWC means the Fair Work Commission.

Hospital means the Macquarie University Hospital and where applicable, a private hospital as defined by the *Private Hospitals Facilities Act 2007* (NSW).

Individual Flexibility Arrangements (IFA) refers to the arrangement as specified in clause 8 and does not mean the right of an employee to make a request for Flexible Working Arrangements under section 65 of the FW Act.

Modern Award means the *Nurses Award 2010*.

National Employment Standards (NES) means the minimum employment entitlements prescribed by the FW Act.

New South Wales College of Nursing will be deemed to be a reference also to the School of Nursing Studies, Cumberland College of Health Sciences.

NUM means Nurse Unit Manager.

Ordinary Shift is the ordinary hours worked by an employee in accordance with Clause 29 Hours of Work.

Permissible Occasion has the meaning provided in the FW Act.

Qualifying Period is the 12 months preceding an employee's anniversary of commencement.

Rostered Day Off (RDO) means a day in a roster period that an employee is free from duty.

Seven Day Shift Worker has the meaning provided in subclause 36.1 of this Agreement.

Shift Worker has the meaning provided in subclause 29.3 of this Agreement.

Spouse includes a form spouse.

Time Off In Lieu (TOIL) means the arrangement described in subclause 36.11.

Union is defined to mean the Australian Nursing and Midwifery Federation (ANMF), of which New South Wales Branch (ANMF NSW Branch). The NSW Nurses and Midwives Association 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. Workplace Representative may include the Union.

Part 2 – General Terms.

8. Agreement Flexibility

8.1. MQ Health and the employee covered by the Agreement may agree to make an Individual Flexibility Arrangement (IFA) to vary the effect of terms of the Agreement if:

a) the IFA 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 IFA meets the genuine needs of MQ Health and the individual employee in relation to 1 or more of the matters mentioned in paragraph (a);

and

- c) the IFA is genuinely agreed to by MQ Health and the individual employee without coercion or duress.
- 8.2. MQ Health must ensure that the terms of the IFA:
- a) Are about permitted matters under section 172 of the FW Act; and
 - b) Are not unlawful terms under section 194 of the FW Act; and
 - c) Result in the employee being better off overall than the employee would be if no arrangement was made.
- 8.3. MQ Health must ensure that the IFA:
- a) Is in writing; and
 - b) Includes the name of MQ Health and the individual employee; and
 - c) Is signed by MQ Health and the individual 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 Agreement that will be varied by the IFA; and
 - ii. How the IFA 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 their employment because of the IFA; and
 - iv. States the day on which the arrangement commences.
- 8.4. MQ Health must give the employee a copy of the IFA within 14 days after it is agreed to.
- 8.5. MQ Health or the employee may terminate the IFA:
- a) By giving no more than 28 days written notice to the other party to the IFA: or
 - b) MQ Health and the individual employee agree in writing – at any time.

9. Resolution of Disputes

- 9.1. In the event of a dispute or grievance about any matter, except the actual termination of employment, in the first instance the parties must attempt to resolve the matter at the workplace by discussions between the employee or employees concerned and the relevant supervisor. If such discussions do not resolve the dispute, the parties will endeavour to resolve the dispute in a timely manner by discussions between the employee or employees concerned and more senior levels of management as appropriate.
- 9.2. The parties agree that disputes in relation to requests for reasonable working arrangements and extending a period of unpaid parental leave may be dealt with under the terms of this clause.
- 9.3. MQ Health or an employee may appoint another person or the Union to accompany and/ or represent them for the purposes of this clause.
- 9.4. If a dispute is unable to be resolved at the workplace, and all appropriate steps under subclause 9.1 have been taken, a party to the dispute may refer the dispute to the FWC. This is not intended to prevent a party referring the dispute to another statutory tribunal if that is more appropriate.
- 9.5. Where the matter in dispute remains unresolved, the FWC may exercise any method of dispute resolution permitted by the FW Act that it considers appropriate to ensure the settlement of the dispute.

- 9.6. The parties agree that the FWC will have the power to do all such things as are necessary for the just resolution of the dispute including mediation, conciliation and arbitration.
- 9.7. The FWC will be provided access to the workplace to inspect or view any work, material, machinery, appliance, article, document or other things or interview any employee who is usually engaged in work at the workplace.
- 9.8. The parties agree that the FWC may give all such directions and do all such things as are necessary for the just resolution, remedy and determination of the dispute.
- 9.9. Subject to any review of the FWC's decision or direction relating to the dispute, the decision or direction will be accepted by all affected parties as a settlement of the dispute and will be implemented by them.
- 9.10. The parties agree to confer immunity on the FWC for all matters relating to the dispute resolution between the parties.
- 9.11. While the dispute resolution procedure is being conducted, the status quo must remain and work must continue in accordance with this Agreement and the FW Act. Subject to applicable work health and safety legislation, an employee must not unreasonably fail to comply with a direction by MQ Health to perform work, whether at the same or another workplace that is safe and appropriate for the employee to perform.

10. Consultation Regarding Change

10.1. Introduction of Change

a) MQ Health's Duty to Notify

- i. Where MQ Health has made a definite decision to introduce major changes in production, programme, organisation, structure or technology that are likely to have significant effects on employees, MQ Health must notify the employees who may be affected by the proposed changes and their workplace representative, which may include the Union.
- ii. Significant effects include termination of employment, major changes in the composition, operation or size of MQ Health's workforce or in the skills required, the elimination or diminution of job opportunities, promotion opportunities or job tenure, the alteration of hours of work, the need for retraining or transfer of employees to other work or locations and the restructuring of jobs.

b) MQ Health's Duty to Discuss Change

- i. MQ Health must discuss with the employees affected and their workplace representatives, inter alia, the introduction of the changes referred to in sub paragraph 10.1. a) i, the effects the changes are likely to have on employees and measures to avert or mitigate the adverse effects of such changes on employees, and must give prompt consideration to matters raised by the employees and/ or their workplace representatives, which may include the Union, in relation to the changes.
- ii. The discussion will commence as early as practicable after a definite decision has been made by MQ Health to make the changes referred to in sub paragraph 10.1. a) i.
- iii. For the purpose of such discussion, MQ Health must provide in writing to the employees concerned and their representatives, including the Union, all relevant information about the changes including the nature of the changes proposed, the expected effects of the changes on employees and any other matters likely to affect employees, provided that MQ Health will not be required to disclose confidential information the disclosure of which would adversely affect MQ Health.

11. Consultation about Changes to Rosters or Hours of Work

11.1. Where MQ Health proposes to change an employee's regular roster or ordinary hours of work, MQ Health must consult with the employee or employees affected and their representatives, which may include the Union, about the proposed change.

11.2. MQ Health must:

- a) Provide to the employee or employees affected and their representatives, if any, all relevant information about the proposed change, provided that MQ Health is not required to disclose confidential information the disclosure of which would be contrary to MQ Health's interests;
- b) Invite the employee or employees affected to give their views about the impact of the proposed change (including any impact in relation to their family or caring responsibilities);
- c) Commence the consultation as early as practicable; and
- d) Give prompt consideration to any views about the impact of the proposed change that are given by the employee or employees concerned and/ or their representative.

11.3. Further to subclauses 11.1 and 11.2, the requirement to consult under this clause does not apply where an employee has irregular, sporadic or unpredictable working hours.

12. Anti Discrimination

12.1. It is the intention of the parties bound by this Agreement to achieve the objective in section 351 of the FW Act to prevent and eliminate discrimination in the workplace. This includes discrimination on the grounds of race, colour, sex, sexual preference, age, marital status, physical or mental disability, family responsibilities, pregnancy, religion, political opinion, national extraction or social origin, homosexuality and transgender identity.

13. Anti Bullying and Harassment

13.1. MQ Health aims to provide a workplace free from bullying and harassment. Where an employee encounters what they deem to be either bullying, harassment and/or discriminating behaviour, they are encouraged to address this conduct by discussing the matter with the relevant supervisor or management representative in an attempt to resolve the matter in accordance with the applicable MQ Health policy and/ or procedure.

Part 3 – Workload Matters

14. Staffing Arrangements and Ratios

14.1. The existing minimum MQ Health nurse ratios at the date of approval of this Agreement will continue to apply. MQ Health is committed to patient safety, providing a safe workplace for nurses, and an environment where nurses can comply with their professional registration obligations. To do this, MQ Health will adhere to the following staffing ratios:

- a) Wards and units
 - i. AM: 1 nurse : 5 patients
 - ii. PM: 1 nurse : 6 patients
 - iii. ND: 1 nurse : 10 patients
- b) ICU/ CCU
 - i. 1 registered nurse : 1 patient for ventilated and other critically ill patients

- ii. For non ventilated patients, this ratio will be determined clinically by the Intensivist, Team Leader or NUM and reviewed at each shift by the Intensivist or their delegate in conjunction with the Team Leader, NUM or AHM.
 - c) Day Oncology and Infusion Unit
 - i. 1 nurse: 4 patients
 - d) Perioperative Services
 - i. With respect to Perioperative Services, the staffing ratios as provided by the ACORN Standards 2020 16th edition (Staffing Requirements) will be implemented.
- 14.2. Nothing in this clause 14 will prevent MQ Health from using its discretion to increase or decrease the ratios provided in subclause 14.1 in response to patient acuity. The ratios set out in this clause (including night shift ratios) will be increased as appropriate in response to patient acuity.
- 14.3. Within six months from the commencement of this Agreement, MQ Health will establish a Workforce Management Working Group which will operate over the life of this Agreement (**Working Group**). The Working Group will be responsible for supporting the identification and resolution of collective workload management issues across the organisation and for exploring innovative care delivery models.
- 14.4. In addition to the 'Night Shift Nursing to Patient Care Ratio Guideline', MQ Health will also develop guidelines and resources to inform the operation of nurse to patient ratios and support effective workforce management, in consultation with the Working Group.
- 14.5. For the purposes of this clause 14, Nurse means an employee employed in the classifications as outlined by Schedule A Classification Descriptors.
- 14.6. Wards and Unit
- The skill mix for every ward/ unit, will include a minimum of 75% registered nurses on every shift. The overall shift will comprise of nurses with the required qualifications, experience and competency to provide safe patient care.
- 14.7. General Staff Arrangements
- a) There will be a sufficient number of nurses on each shift for breaks in accordance with clause 34 to be taken.
 - b) An employee will not be required to work an unreasonable amount of overtime as per subclauses 35.3 and 35.4.
 - c) Only nurses who provide direct clinical care are included to provide the staffing of the ratios at subclause 14.1.
 - d) For the purposes of paragraph c), **direct clinical care** may involve direct patient contact.
 - e) Staff performing positions such as AHMs, NUMs, Clinical Nurse Educators (CNEs), Clinical Nurse Consultants (CNCs), or wards persons are in addition to the minimum ratios provided for in subclause 14.1.
- 14.8. NUMs and Staffing
- a) Where a NUM or AHM considers that patient care needs or safe staffing standards cannot be sufficiently met from the nurses immediately available on the shift and the NUM or AHM (or nurse delegated with responsibility for patient care within the ward/ unit) considers additional nursing staff should be provided in order to meet clinical and staff needs, the

NUM will inform the appropriate manager who, together with the NUM, will implement a solution including, but not limited to, the following options:

- i. Deployment of nurses from other wards/units;
 - ii. Additional hours for part time staff;
 - iii. Engagement of casual/ agency nursing staff;
 - iv. Overtime;
 - v. Prioritisation of clinical nursing activities and tasks (develop a low priority list);
 - vi. Reallocation of patients/ alteration of case mix where possible.
- b) Nurse Managers and NUMs should be supported in their roles with the following:
- i. The delivery of quality care in the ward, unit or theatre should not be compromised by unreasonable KPI expectations;
 - ii. They will have the authority to replace leave absences with nursing staff of “like with like” classifications;
 - iii. They will not be expected to work unpaid overtime.

14.9. Recovery Unit and Day Surgery Team Leaders

- a) In the Recovery Unit and in the Day Surgery Unit:
- i. A nurse will be designated in charge, however titled (e.g. Team Leader), of each unit on every shift, Monday – Friday.
 - ii. Nurses who are designated in charge of either unit, however titled (e.g. Team Leader) will not be allocated a patient load, unless there is an unplanned absence in the unit and the employee cannot be replaced, in which case the designated in charge nurse may be allocated a patient load.

14.10. Replacement when another employee is absent

- a) When an unplanned absence occurs (e.g. due to unexpected personal (sick) leave), the default position to maintain safe staffing is to fill the absence with a nurse of the same classification as the absent nurse.
- b) If all avenues to backfill the absence with a nurse at the same or higher classification are exhausted and the only remaining option is to backfill the absence with a nurse of a lower classification, the NUM (or delegate) must consider how the functions performed in the ward/ unit/ department can be safely and appropriately performed by a nurse of another nursing classification.
- c) In addition to deploying nurses from other wards or units, MQ Health may consider and utilise the following alternative avenues to address an unplanned absence:
- i. Additional hours for part time staff;
 - ii. Prioritisation of clinical nursing activities and tasks (develop a low priority list);
 - iii. Reallocation of patients/ alteration of case mix;
 - iv. Offer shift to nurses from other departments;
 - v. Engagement of casual staff
 - vi. Overtime;
 - vii. Engagement of agency nursing staff.

14.11. Support for Redeployment

- a) Redeployment will occur only when necessary for safe staffing and patient care across the organisation, taking into consideration the impact of redeployment on the redeployee's usual ward or unit, in the context of a holistic assessment of patient care and workforce management.
- b) Except in exceptional circumstances, redeployees will only be redeployed for a maximum of the length of the shift worked by the full-time employees in the ward to which they are redeployed to.
- c) Wherever possible, redeployments will only occur to wards or units where at least one registered nurse, from that ward or unit is available to support the redeployee.
- d) A redeployee will not be allocated team leader or in charge of a ward outside of their home unit unless discussed and agreed with the employee.

14.12. Provision of Information

MQ Health will provide information to the Union on the application of this clause 14 upon request in response to any specific concerns raised regarding staffing levels.

Information provided in response to any specific concerns raised will include detail of why MQ Health have varied the nurse to patient ratio in response to patient acuity. Information provided pursuant to this clause will maintain necessary confidentiality regarding reasons for staff absences.

15. Workload Management

15.1. The parties acknowledge that employees and management have a responsibility to maintain a balanced workload and recognise the adverse effects that excessive workloads may have on an employee or employees and the quality of patient care.

15.2. To ensure that employee concerns involving excessive workloads are effectively dealt with by management, the parties will seek to have an outcome two (2) months from the date when the employee first raised their concerns in relation to workload.

15.3. The following procedure should be applied in relation to workload concerns:

- a) The employee should discuss the issue with their immediate supervisor and where appropriate, explore solutions.
- b) If a solution cannot be identified and implemented within a reasonable timeframe, the matter should be referred to an appropriate senior manager for further discussion as soon as possible.
- c) If a solution is still unable to be identified and implemented within a reasonable timeframe after the discussion with the appropriate NUM, the matter will be referred to the relevant Nurse Manager for further discussion.
- d) The outcome of the discussions at every stage and any proposed solutions should be recorded in writing and provided to the employee or employees who have raised the concerns.

15.4. Where an agreed resolution is not possible, the parties may exercise their rights pursuant to clause 9.

15.5. When determining whether an employee/s workload is excessive, the following factors may be taken into account:

- a) Occupancy;
- b) Patient acuity;

- c) Skill level of the employee and other employees;
- d) The availability of support staff;
- e) Patient movements;
- f) Practice within comparative wards, units or departments; or
- g) Any other relevant matters.

Part 4 – Employment Matters

16. Part time employees

- 16.1. A part time employee is one who is permanently employed by MQ Health to work a specified number of hours which are less than those prescribed for a full time employee (subclause 29.1).
- 16.2. By agreement between MQ Health and the employee, the specified number of hours may be averaged over a week, a fortnight or four (4) weeks.
- 16.3. An employee whose hours are averaged over 4 weeks will be paid each week or fortnight according to the employee's average weekly or fortnightly hours as appropriate.
- 16.4. There will be no interruption to the continuity of employment merely by reason of an employee, whose hours are balanced over a fortnight or over four weeks, not working in any one week in accordance with subclause 16.2.
- 16.5. Part time employees will be paid an hourly rate calculated on the basis of one thirty-eighth of the appropriate base rate prescribed by Schedule B MQ Health Minimum Wages and, where applicable, one thirty-eighth of the appropriate allowance or allowances prescribed by Schedule C Allowances, with a minimum payment of 4 hours for each shift.
- 16.6. Part time employees will accrue leave and other benefits under this Agreement on a pro-rata basis and calculated on actual hours worked (excluding overtime). Part time employees who agree to average their hours in accordance with clause 16.2 above will accrue annual leave and other entitlements based on their average weekly hours.
- 16.7. Annual Review of Part Time Hours
 - a) At the request of a part time employee, the hours worked by the employee will be reviewed annually.
 - b) Where the employee is regularly working more than their specified contracted hours, then it may be agreed that such contracted hours will be adjusted by MQ Health, to reflect the hours regularly worked. Such approval is at the discretion of MQ Health.
 - c) 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 including but not limited to annual leave, long service leave, parental leave; and
 - ii. If the increase in hours is due to a temporary increase in hours only due, for example, to the specific needs of the patient.
 - d) Any adjusted contracted hours resulting from the review identified in subclause 16.7 should reflect roster cycles and shift configurations utilised in the workplace.

17. Casual employees

17.1. A casual employee is an employee engaged on an hourly basis.

17.2. Subject to subclause 35.14 (Overtime and Loadings for Casual Assistants in Nursing), a casual employee will be paid an hourly rate calculated on the basis of one thirty-eighth of the appropriate base rate prescribed by Schedule B MQ Health Minimum Wages plus a loading of 25%, and where applicable one thirty-eighth of the appropriate allowance/s in Schedule C Allowances, thereof, with a minimum payment of 4 hours for each shift.

17.3. The following clauses of this Agreement do not apply to casual employees:

- a) Clause 25 (Qualification Allowance);
- b) Clause 31 (Rostering);
- c) Clause 36 (Annual Leave);
- d) Clause 46 (Continuing Professional Development);
- e) Clause 49 (Redundancy).

17.4. Casual employees are not entitled to accrue ADOs in accordance with clause 29 – Hours of Work.

18. Casual Conversion

18.1. MQ Health offer of conversion:

- a) Subject to the NES, MQ Health must offer a casual employee the option, in writing, to convert to full-time or permanent part time employment if:
 - i. The employee has been employed by MQ Health for a least 12 months, and has worked a regular pattern of hours over the past 6 months; and
 - ii. The employee could continue to work as a full time or part time employee without significant adjustment to the regular pattern of hours.

18.2. Employee request for conversion:

A casual employee who has been rostered on a regular and systematic basis for at least the last 6 months has the right to request conversion to permanent employment:

- a) On a full time basis where the employee has worked on a full time basis through the period of casual employment: or
- b) On a permanent part time contract where the employee has worked on a part time basis throughout the period of casual employment. Such contract would be on the basis of the same number of hours as previously worked, unless other arrangements are agreed between MQ Health and the employee.

18.3. MQ Health may refuse the request on reasonable business grounds (as defined in the FW Act), but will not unreasonably withhold agreement to such a request.

19. Temporary and Fixed Term Employees

19.1. It is MQ Health's preference and intention that permanent ongoing employment be the primary form of employment at MQ Health. Fixed term and temporary employment will not be used to replace or in place of permanent ongoing nursing positions.

Temporary Employees

19.2. A temporary employee is one engaged for a set period not exceeding 13 weeks.

19.3. A temporary employee will be paid (in addition to all rates and allowances to which the employee is entitled under this Agreement) an allowance equal to 10% of the base rate prescribed for their classification by Schedule B MQ Health Minimum Wages, provided that this subclause will cease to apply upon MQ Health and the employee agreeing during the said period of 13 weeks, that the employee will be employed on a permanent part time or full time basis.

19.4. For entitlement to payment in respect of annual leave, refer to clause 36.

Fixed Term Employees

19.5. MQ Health may engage employees on a fixed term basis in accordance with this clause 19 and the Fair Work Legislation Amendment (Secure Jobs, Better Pay) Act 2022.

19.6. Fixed term employment means employment for a specified term for which the instrument of appointment (employment contract) will specify the starting and finishing dates.

19.7. Any fixed term contract entered into by MQ Health and an employee must come within the description of one or more of the following circumstances:

- a) Specific task or project – to undertake a clearly defined task or project which is expected to be completed within an anticipated timeframe not exceeding two years;
- b) Newly created nursing position – a newly created nursing position that does not fall within the classification structure or descriptors contained at Schedule A Classification Descriptors of this Agreement;
- c) Replacement – to replace an employee for a definable period during which the relevant employee is on a period of authorised leave or is temporarily seconded in an area other than their usual work area.

19.8. The period or periods of a fixed term contract or contracts entered into by an individual employee in the circumstances outlined in paragraphs 19.7 a), 19.7 b) and 19.7 c) above will not exceed two years. An employee may be engaged on multiple fixed term contracts under one or more of the permitted categories under subclause 19.6 above, provided that the total cumulative period does not exceed two years.

19.9. MQ Health will provide a fixed term employee with 3 months written notice of its intention to offer, or not to offer, further employment with MQ Health on the expiry of the contract.

19.10. A fixed term employee may be offered a further contract of employment; this will be either fixed term employment (in accordance with subclause 19.7) or permanent ongoing employment. Unless such an offer is made and accepted, the employee's employment will end of the specified end date in the employment contract.

Part 5 – Service, Progression and Registration

20. Recognition of Service and Experience

20.1. MQ Health will notify each employee in writing of the requirements of this clause at the time of the employee's commencement of employment. If MQ Health does not so notify the employee then the requirements of this clause will not commence until MQ Health notifies the employee.

20.2. From the date of commencement of employment, the employee has 3 months in which to provide documentary evidence to MQ Health detailing any other service or experience, as defined in subclauses 20.8 and 20.10 not disclosed by the date of commencement. This evidence, in the absence of other documentary evidence, may take the form of a statutory declaration.

- 20.3. Until the employee provide documentation contemplated in the subclause 20.2 above, MQ Health will pay the employee at the level for which documentary evidence has been provided.
- 20.4. If within 3 months of commencing employment an employee does provide documentary evidence of other previous service or experience not disclosed by the date of commencement, MQ Health will pay the employee at the applicable base rate of pay, as provided for in Schedule B MQ Health Minimum Wages, as and from the date of commencement that would have been paid from that date had the additional evidence been provided at that time.
- 20.5. If an employee provides documentary evidence of other previous service or experience not disclosed at the time of commencement after the 3 month period, the employee will be paid the applicable base rate of pay, as provided for in Schedule B MQ Health Minimum Wages, for the previous service or experience then proved but only from the date of providing that evidence to MQ Health.
- 20.6. An employee who is employed as a nurse for more than one organisation will notify MQ Health 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.
- 20.7. An employee who is entitled to progress to the next year of service or experience (by reason of hours worked with other employers) as and from a particular date, must provide documentary evidence of that entitlement within 3 months of that entitlement arising. If that proof is provided the employee will be paid at the higher base rate of pay as and from the particular date. If the documentary evidence is provided outside the three month period, the employee will be paid at the higher base rate of pay only from the date of proof.
- 20.8. Experience in relation to an enrolled nurse or assistant in nursing means experience before and/or after the commencement of this Agreement whether within New South Wales or elsewhere and in the case of an Enrolled Nurse or an Assistant in Nursing who was formerly a student nurse includes experience as such student nurse.
- 20.9. For the purposes of determining the year of experience, a year of experience will be 1976 hours of employment.
- 20.10. Service 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 will continue to be recognised.
- 20.11. The service described in subclause [20.10](#) will be added to any actual periods on and from January 1971 during which a registered nurse undertook a post-basic course whilst an employee of and rendering service in an institution or hospital and such course is recognised by the Board or is acceptable to the NSW Ministry of Health, or is one of the following certificate or diploma courses:
- a) Associate Diploma in Community Health – Australian College of Nursing or NSW College of Nursing
 - b) Associate Diploma in Nursing Administration – Australian College of Nursing or NSW College of Nursing
 - c) Associate Diploma in Nursing Education – Australian College of Nursing, NSW College of Nursing or Newcastle College of Advanced Education
 - d) Certificate in Ward Management – NSW College of Nursing
- No more than three such courses will count as service.

21. Progression

- 21.1. Progression for all classifications for where there is more than one pay point will be by the completion of 1976 Hours of Employment.
- 21.2. For the purposes of this clause, Hours of Employment includes:
- a) Hours worked as an MQ Health employee;
 - b) Hours worked for another current or recent employer in the same or substantially similar classification in NSW or elsewhere which have been recognised by MQ Health in accordance with subclause 21.4 below;
 - c) Additional and overtime hours; and
 - d) Paid leave.
- 21.3. An employee will only progress to the next pay point once in a 12 month period.
- 21.4. Any employee seeking to have their experience, skills and hours of work from another employer recognised by MQ Health for the purposes of progression must provide satisfactory evidence to Human Resources. Satisfactory evidence means any documentary evidence which clearly identifies that the employee has worked hours for another current or recent employer in the same or a substantially similar classification. Examples of such evidence include:
- a) at least 2 pay slips which clearly identify the classification at which the employee is or was employed;
 - b) a statement of service from the current or recent employer.

In cases where relevant records are difficult to obtain or not easily understood, MQ Health may request other reasonable evidence (such as a statutory declaration).

22. Maintenance of Professional Registration and Mandatory Training Governance Committee

- 22.1. The responsibility of staff development is shared between MQ Health and its employees. MQ Health recognises that training and development is essential in the maintenance and development of knowledge and skills.
- 22.2. MQ Health will continue to provide support via training and educational opportunities where possible. Employees may apply for study leave and course participation in accordance with the applicable policy. Approval of study leave will be at the discretion of MQ Health.
- 22.3. MQ Health will establish a Mandatory Training Governance Committee to undertake a review of mandatory training requirements. The committee will be maintained for the life of this Agreement.

Part 6 – Minimum Wages and Related Matters

23. Increases to Minimum Wages and Allowances

- 23.1. The minimum wages per week are set out in Schedule B MQ Health Minimum Wages. The minimum wages set out in Schedule B MQ Health Minimum Wages, will apply from the date the Agreement is made by employees.
- 23.2. The parties have agreed that the following minimum wage increases will apply:
- a) 5.75% increase from the first full pay period after the date that staff vote to approve this Agreement (**Staff Approval Date**) with a back payment to 1 January 2024 (or from a staff member's commencement of employment with MQ Health if after 1 January 2024);
 - b) 3.5% increase from the first full pay period on or after 1 July 2025;

- c) 2% increase from the first full pay period on or after 1 July 2026.
- 23.3. The backpayment referred to in paragraph (a) above will only be paid to those employees who are employed by MQ Health as at the Staff Approval Date.
- 23.4. In lieu of the 5.75% increase referred to in paragraph (a), a 6.75% increase will be applied to the CNE – Grade 1 classification.
- 23.5. The allowances set out in Schedule C Allowances will be paid. These allowances will apply from the date the Agreement is made by employees. The parties have agreed to the increases as set out in Schedule C Allowances.
- 23.6. Where an employee receives a rate of pay in excess of the rates set out in Schedule B MQ Health Minimum Wages, the employee will maintain their above Agreement rate and will not be disadvantaged.
- 23.7. The minimum wage increases specified in subclause 23.2 are inclusive of any wage increases or determinations of the FWC or any other authorised tribunal or commission made during the period of this Agreement.
- 23.8. Any increases into the modern award minimum rates of pay will be absorbed into the wage rates paid under this Agreement. Should the application of any increases awarded by the FWC result in minimum wage rates applicable to the employees that are greater than those applying in this Agreement, those rates will be applied in lieu of the applicable minimum rate specified in Schedule B MQ Health Minimum Wages.

24. Allowances, Reimbursements and Higher Duties

Allowances in this clause 24 are to be read in conjunction with Schedule E Allowances Translation Table.

24.1. In Charge Allowances

The in charge allowances do not apply to employees who hold positions of NUM or Nurse Manager.

a) In charge of MQ Health

A registered nurse in charge during the morning, afternoon or night shift of MQ Health having a daily average of occupied beds of less than 100 will be paid in addition to the applicable rate in Schedule B MQ Health Minimum Wages and any other applicable allowances, penalties or loadings, whilst in charge, the in charge allowance – in charge of MQ Health, per shift (Item 1 Schedule C – Allowances).

b) In charge of a ward or unit or department

A registered nurse in charge of a shift in a ward or unit or department during the morning, afternoon or night in the absence of the NUM will be paid, in addition to the applicable rate in Schedule B MQ Health Minimum Wages and any other applicable allowances, penalties or loadings, the in charge allowance – in charge of a ward or unit or department, per shift (Item 2 Schedule C Allowances).

c) In charge of a ward or unit or department in the absence of a NUM

A registered nurse who is designated to be in-charge of a ward or unit or department when the NUM is not rostered for duty and who is also designated to be in-charge of a hospital with less than 100 beds during the morning, afternoon or night will be paid, in addition to the applicable rate in Schedule B MQ Health Minimum Wages and any other applicable allowances, penalties or loadings, the allowance per shift as set out in Item 3 of Schedule C Allowances.

This paragraph will only apply where the registered nurse is in charge of one or more other nurses in the ward or unit in question.

d) In charge of morning, afternoon or night shift

A registered nurse who is designated to be in charge of morning, afternoon or night shift on the same shift will be paid, in addition to the applicable rate in Schedule B MQ Health Minimum Wages and any other applicable allowances, penalties or loadings, an allowance per shift as set out in Item 4 of Schedule C Allowances.

This paragraph will only apply where the registered nurse is in charge of one or more other nurses in the ward or unit in question.

24.2. Fares and Expenses

An employee who is required to travel in the performance of duty will be paid all reasonable out of pocket expenses including fares in accordance with MQ Health policy. An employee who claims reimbursement of fares pursuant to this clause will provide MQ Health with evidence of such expenditure.

24.3. Higher Duties

- a) An employee who is called upon to relieve an employee in a higher classification or is called upon to act in a vacant position of a higher classification will be entitled to receive for the period of relief or the period during which they act the minimum payment for such a higher classification.
- b) The provisions of paragraph 24.3 a) will not apply where the employee being relieved is absent from duty for a period of 3 consecutive working days or less which have been rostered in advance, except where the duties of the higher position involve being in charge of MQ Health during the period in question.
- c) Subclause 24.3 does not apply where the Director of Nursing is absent from duty for a period of 3 working days or less for any reason.

24.4. Uniform and Laundry Allowance

a) Return of Uniforms on Termination of Employment by either party

An employee, on leaving the service of MQ Health, will return any uniform or part thereof supplied by MQ Health which is still in use immediately prior to leaving.

b) Uniform and Shoe Allowances and Provision of Headwear

In lieu of supplying uniforms and shoes to an employee, MQ Health will pay the employee the allowance in Item 5 of Schedule C Allowances for uniforms and the allowance in Item 6 of Schedule C Allowances for shoes per week.

c) Laundry Allowance

If the uniforms of an employee are not laundered by MQ Health, the allowance in Item 8 of Schedule C Allowances will be paid to the employee. The laundry allowance will not be paid to any employee on absences exceeding one week.

24.5. On Call and On Call Allowance

This subclause 24.5 does not apply to Nurse Managers Grades 1- 6 as they are not required to be on call.

Employees may be required to remain on call. Any time on call will not be counted as time worked (except insofar as an employee may take up actual duty in response to a call) and will be paid for in accordance with this subclause 24.5.

No employee will be required to remain on call whilst on leave or on the day before going on scheduled leave, except by mutual agreement.

An employee may, by mutual agreement, remain on call whilst taking TOIL or an ADO, in this instance, the employee will receive the on call allowance as described in paragraph 24.5(b) whichever is the most appropriate. If the employee is required to take up duty they will receive the appropriate payment consistent with this Agreement and will receive payment for thirty (30) minutes travel time prior to arriving at MQ Health to start their shift. TOIL for shift times worked will be re-credited to any employee called in from TOIL, including the thirty (30) minutes travelling time.

No employee will be required to remain on call whilst on an RDO or on completion of the shift on the day preceding a RDO. This provision will not apply where in special circumstances it is necessary for MQ Health to place employees who are on RDOs on call or on completion of the shift on the day preceding a RDO in order to ensure the provision of services.

With the exception of paragraph 24.5(c), employees will not be required to remain at MQ Health whilst on call.

a) On Call other than on an RDO, an ADO or TOIL for 8, 12 and 24 hour periods

An employee required by MQ Health to be on call otherwise than as provided for in paragraph 24.5 b), will be paid the sum set out in Item 17 of Schedule C Allowances for each 24 hour period or part thereof, provided that only one allowance will be paid in any 24 hour period.

b) On Call on an RDO or an ADO or TOIL for 8, 12 and 24 hour periods

Subject to the legacy arrangements set out in paragraph (d) below, an employee required to be on call on a RDO or agrees to be on call on an ADO or TOIL in accordance with clause 29, will be paid the sum set out in Item 18 of Schedule C Allowances for each 24 hour period or part thereof, provided that only one allowance will be paid in any 24 hour period.

c) On Call during meal break

An employee who is directed to remain on call during a meal break will be paid the allowance set out in Item 19 of Schedule C Allowances.

No allowance will be paid if, during a period of 24 hours including such period of on call, the employee is entitled to receive the allowance prescribed in paragraph 24.5(a) above.

If an employee is recalled to duty during such meal break, they will be paid at overtime rates for the total period of the meal break.

d) On Call on a RDO or an ADO, twice or more in a calendar month – Legacy Arrangements

An employee who commenced employment with MQ Health on or before 30 June 2021 and is required to be on call on a RDO or agrees to be on call on an ADO twice or more in a calendar month will be paid at the legacy rate set out in item 20 of Schedule C Allowances on the second and each subsequent occasion they are required to be on call in that calendar month.

This allowance will be payable in lieu of Item 18 of Schedule C Allowances after the first occasion of on call for an employee in a calendar month.

e) Reimbursement of travel or payment of travel allowance when on call

Where an employee on call leaves MQ Health and is recalled to duty, they will be reimbursed all reasonable fares and expenses actually incurred. Where an employee uses a motor car in these circumstances, the allowance payable will be the rate set out in Item 13 of Schedule C Allowances.

f) Telephone allowance and on call

If an employee is required by MQ Health, to be on call on a regular basis or where an employee is required by MQ Health to be contactable by telephone, MQ Health will provide the employee with a mobile telephone for the duration of such requirements. Where MQ Health does not provide the employee with such a mobile telephone, the employee will be paid for the costs of calls related to their employment upon satisfactory evidence provided to MQ Health.

g) Telephone and Electronic Communications Away from the Workplace

An employee will not be required to perform work via telephone or email away from the workplace unless the Director of Nursing has provided prior written approval. Work which is performed but has not been approved by the Director of Nursing is not required and will not attract overtime in accordance with this subclause.

An employee who is required and approved by the Director of Nursing to perform work via telephone or other electronic communication away from the workplace (whether rostered on call or not) will be paid at the appropriate overtime rate for a minimum of one hour's work

Multiple electronic requests made and concluded within the same hour shall be compensated within the same one hour's overtime payment. Time worked beyond one hour will be rounded to the nearest 15 minutes.

h) Arrangements when employee is recalled to duty

If an employee is recalled to and performs work during an on call period in accordance with this subclause 24.5, the employee will be paid at the appropriate overtime rates under clause 35 (Overtime) in addition to any applicable on call rate

24.6. Lead Apron Allowance

An employee required to wear a lead apron will be paid the allowance set out in Item 9 of Schedule C Allowances for every hour or part thereof that the employee is required to wear the lead apron.

25. Qualification Allowance

Allowances in this clause 25 are to be read in conjunction with Schedule E Allowances Translation Table.

- 25.1. The qualification allowance will be varied with wage increases as shown in Schedule B MQ Health Minimum Wages. Appropriate qualifications or their equivalent attracting this allowance are found in Schedule D Qualification Allowance: Entitlements Table. The payment of qualification allowances is subject to the conditions stated below.
- 25.2. An employee (other than a casual) who is employed in the classification of Registered Nurse (years 1 to 8), Clinical Nurse Specialist or Clinical Nurse Educator who holds a qualification in a clinical field, in addition to the qualification leading to registration, will be paid a qualification allowance on the basis of the following conditions:
- a) the allowance is only payable where the qualification is accepted by MQ Health to be directly relevant to the competency and skills used by the nurse in the duties of the position. MQ Health will review eligibility of the allowance annually. The allowance will be payable from the date the eligible employee submitted their written application to their manager;
 - b) an employee holding more than one relevant qualification is only entitled to one allowance, being the allowance of the highest monetary value;
 - c) the employee claiming entitlement to a qualification allowance must provide evidence to MQ Health that they hold that qualification;

d) where an employee works part time the allowance will be paid on a pro rata basis for all hours worked.

25.3. Subject to the provisions of subclause 25.2, an employee will be paid an allowance set out in Schedule C Allowances as follows:

Qualification	Schedule C
Post Registration Hospital Certificate	Level 1
Post Graduate Certificate	Level 1
Post Graduate Diploma	Level 2
Degree (Other than an Undergraduate Nursing Degree)	Level 2
Masters Degree or Doctorate	Level 3

26. Payment of Wages

26.1. All wages and other payments will be paid weekly or fortnightly.

26.2. Any payment for overtime worked may be deferred to the next pay day following the completion of the working cycle within which such overtime is worked, but for no longer.

26.3. Any payment of shift and weekend penalties relating to work performed in the second week of a fortnightly roster period may be deferred to the next pay day following the completion of the working cycle within which such shifts were worked, but for no longer.

26.4. Employees will have their wages paid into one employee nominated bank account or other financial institution account. Wages may be initially deposited into the MQ Health 's own local bank and transferred to each employee's requested financial institution. Wages will be deposited by MQ Health in sufficient time to ensure that wages are available for withdrawal by employees by no later than pay day, provided that this requirement will not apply where employees nominate accounts with non-bank financial institutions, but in such cases MQ Health will take all reasonable steps to ensure that the wages of such employees are available for withdrawal by no later than pay day.

26.5. Notwithstanding the provisions of subclause 26.4, an employee whose employment has been terminated by either party, will be paid in the next pay run. In circumstances where the employee is suffering financial hardship, MQ Health will consider requests for payment at an earlier date on a case by case basis and is at the discretion of MQ Health.

26.6. On each payday an employee, in respect of the payment then due, will be provided with a payslip containing at least the following: name, base rate of pay, the total number of hours or overtime worked, if any, the amount of any overtime payment, the amount of any other monies paid and the purpose for which they are paid, and the amount of the deductions made from the total earnings and the nature thereof.

26.7. Underpayment and Overpayment of wages and other identifiable amounts

The following process will apply once the issue of underpayment or overpayment is substantiated.

Underpayment

- a) An underpayment will be rectified in the next pay run or off cycle pay run, unless the employee is suffering financial hardship and submits a request for payment in writing. This will be considered on a case by case basis at the discretion of MQ Health.

Overpayment

- b) In all cases where overpayments have occurred, MQ Health will as soon as possible advise the employee concerned of both the circumstances surrounding the overpayment and the amount involved. MQ Health will also advise the employee of the pay period from which the recovery of the overpayment is to commence.
- c) One off overpayments will be recovered in the next pay run, except that where the employee can demonstrate that undue hardship would result, the recovery rate will be at 10% of an employee's gross fortnightly pay.
- d) Unless the employee agrees otherwise, the maximum rate at which cumulative overpayments can be recovered is an amount, calculated on a per fortnight basis, equivalent to 10% of the employee's gross fortnightly base pay.
- e) The recovery rate of 10% of an employee's gross fortnightly pay referred to in paragraph 26.7(d) may be reduced by agreement, where the employee can demonstrate that undue hardship would result.
- f) Where an employee's remaining period of service does not permit the full recovery of any overpayment to be achieved on the fortnightly basis prescribed in paragraph 26.7 (d), MQ Health will have the right to deduct any balance of such overpayment from monies owing to the employee on the employee's date of termination, resignation or retirement, as the case may be.

27. Superannuation

27.1. Definitions

Default Fund means the Health Employees' Superannuation Trust Australia (H.E.S.T.A.) which offers a MySuper product.

Should an employee fail to nominate a fund, MQ Health will choose the above approved fund as the default fund into which contributions will be paid under this Agreement.

Complying Regulated Fund means a superannuation fund that is regulated under the Superannuation Industry (Supervision) Act 1993 (Cth) and has been issued with a Certificate of Compliance by the Australian Prudential Regulation Authority.

Ordinary Time Earnings means remuneration for an employee's weekly number of hours of work, excluding overtime hours, calculated at the ordinary time rate of pay, including the following:

- a) Monday to Friday shift premiums for ordinary hours of work;
- b) Weekend shift premiums for ordinary hours of work;
- c) Public holiday loadings;
- d) Any percentage addition payable to casual employees for ordinary hours or work;
- e) Ordinary time allowances (not including expense related allowances);
- f) Payments made above the base rate for ordinary hours of work.

Qualifying Employee means:

- a) A full time or part time employee; or
- b) A casual employee who has earned \$450 or more in a calendar month or in excess of \$2,000 ordinary time earnings during their employment with MQ Health in the course of any one year (1 July to 30 June).

27.2. Superannuation Legislation

The subject of superannuation is dealt with extensively by federal legislation including the Superannuation Guarantee (Administration) Act 1992 (Cth), Superannuation Guarantee Charge Act 1992 (Cth), the Superannuation Industry (Supervision) Act 1993 (Cth), and the Superannuation (Resolution of Complaints) Act 1993 (Cth). This legislation, as varied from time to time, will govern the superannuation rights and obligations of the parties.

27.3. Contributions

For qualified employees, MQ Health will, in respect of each employee, pay a sum equal to the Superannuation Guarantee legislation, as amended from time to time, of the employee's gross ordinary time earnings into a complying fund. Such contributions will be remitted to the complying regulated fund on a monthly basis.

28. Remuneration Packaging and Salary Sacrifice to Superannuation

28.1. Remuneration Packaging

- a) MQ Health or the employee will not be compelled to enter into a remuneration packaging arrangement.
- b) Where MQ Health makes a decision to offer remuneration packaging, MQ Health will provide information about the proposed remuneration packaging arrangement to the Union 28 days before the introduction of the proposal.
- c) The terms and conditions of the remuneration packaging arrangement offered to an employee will not, when viewed objectively, be less favourable than the entitlements otherwise available under this Enterprise Agreement and will be subject to the following provisions:
 - i. MQ Health will ensure that the structure of any package complies with taxation and other relevant laws.
 - ii. Employees will have the Superannuation Guarantee Contribution (SGC) calculated on their ordinary time earnings prior to the application of any remuneration packaging arrangements.
- d) A copy of the remuneration packaging arrangement will be made available to the employee.
- e) The employee will be entitled to inspect details of payments made under the terms of the remuneration packaging arrangement.
- f) The configuration of the remuneration package will remain in force for the period agreed between MQ Health and the employee.
- g) Where at the end of the Fringe Benefit Tax year the full amount allocated to a specific benefit has not been utilised, it will be paid salary or wages, which will be subject to appropriate taxation requirements.
- h) In the event that MQ Health ceases to attract exemption from payment of Fringe Benefit Tax, MQ Health may terminate all remuneration packaging arrangements and the employee's salary or wages will revert to the applicable enterprise agreement classification rate the

employee would have been entitled to receive but for the remuneration packaging agreement.

- i) One month's notice by either party is required for change or termination of a remuneration packaging agreement, unless the change or termination is brought about by legislation or an increase to the base rate of pay as set out in [Schedule B MQ Health Minimum Wages](#).
- j) In the event that the employee ceases to be employed by MQ Health the remuneration packaging arrangement will cease to apply as at the date of termination. Benefits paid after the date of termination will be treated as pre-tax earnings and the appropriate tax deducted.
- k) Pay increases granted to employees in accordance with this Agreement will also apply to employees subject to remuneration packaging arrangements.
- l) Any allowance, penalty rate, overtime, payment for unused annual leave and long service leave entitlements (other than any payments for leave taken whilst employed) will be calculated by reference to the salary or wages which would have applied to the employee in the absence of any remuneration packaging arrangements.

28.2. Salary Sacrifice to Superannuation

- a) Salary Sacrifice to Superannuation is the option of making additional superannuation contributions by electing to sacrifice a portion of the gross earnings (pre-tax dollars) under this Agreement. This will give the effect of reducing the taxable income by the amount for salary sacrifice.
- b) Salary sacrifice to superannuation will be offered to employees by mutual agreement between the MQ Health and the employee.
- c) Such election must be made prior to the commencement of the period of service to which the earnings relate.
- d) One change of a sacrificed amount will be permitted in an employee's anniversary year, which is 12 months from the date of commencement of employment, without incurring an administration charge (\$50). Changing from full time to part time or part time to full time employment will not be classified as a change for administration charge purposes.
- e) The amount sacrificed must not exceed any relevant superannuation guarantee contribution limit.
- f) The sacrificed portion of salary or wages reduces the salary or wages subject to PAYG Taxation deductions.
- g) Any allowance, penalty rate, overtime payment for unused leave entitlements, other than any payments for leave taken whilst employed, will 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.
- h) Salary sacrifice arrangements can be cancelled by either MQ Health or employee at any time provided either party gives one month's notice. MQ Health has the right to withdraw from offering salary sacrifice to employees without notice if there are any amendments to the applicable Australian Taxation legislation.
- i) Contributions payable by MQ Health in relation to the Superannuation Guarantee Legislation will be calculated by reference to the salary or wages which would have applied to the employee under this Enterprise Agreement in the absence of any salary sacrifice.
- j) MQ Health will not use any amount that is salary sacrificed by an employee to negate contributions payable under the Superannuation Guarantee Legislation.

- k) The employee will have the portion of payable salary that is sacrificed paid as additional employer superannuation contributions into the same superannuation fund that receives MQ Health's SGC contributions.
- l) Nothing in this clause will affect the right of MQ Health to maintain alternate arrangements with respect to salary sacrifice for employees.

Part 7 – Hours of Work and Related Matters

29. Hours of Work

Ordinary Hours of Work

- 29.1. The ordinary hours of work for a full time employee, exclusive of meal times, will be an average of:
- a) 38 hours per week; or
 - b) 76 hours per fortnight; or
 - c) 152 hours over 28 calendar days.
- 29.2. The ordinary hours of work for day workers will commence at or after 6.00am and before 10.00am.
- 29.3. A Shift Worker is an employee who is regularly rostered to work their ordinary hours of work outside the hours as defined by subclause 29.2.

Rostering of Ordinary Hours of Work and Accrued Day Off

- 29.4. The hours of work prescribed in subclauses 29.1 and 29.2 will be rostered to be either:
- a) 8 hours per day for 19 days in a work cycle of 28 days with the 20th day being rostered as an Accrued Day Off (ADO); or
 - b) 8 hours per day for 20 days in a work cycle of 28 days with the ADO being "saved" and taken at a mutually agreed time.
- 29.5. Where MQ Health requires a change in the arrangements set out in subclause 29.4, the employee will be consulted and provided with 4 weeks' notice of the change.
- 29.6. Where required for operational reasons, by mutual agreement, MQ Health may implement a roster cycle outside the provision outlined in subclause 29.4.
- 29.7. MQ Health will not alter the period over which the ordinary hours of work of employees are averaged as outlined in subclause 29.1 except in accordance with this paragraph. If the averaging arrangement under subclause 29.1 is required to be altered, MQ Health will provide 4 weeks' notice of its intention to do so to the affected employees and if requested by the employee, any nominated representative (which may be a Workplace Representative).

Shift Lengths and Arrangements

- 29.8. Except where permitted by subclause 29.19, for day workers and shift workers, the shift length or ordinary hours of work per day will be a maximum of 10 hours on a day shift, with at least an 8 hour break between each shift.
- 29.9. Except where permitted by subclause 29.19 for Shift Workers, the shift length or ordinary hours of work for a night shift will be a maximum of 11 hours, with at least an 8-hour break between each shift.
- 29.10. A Shift Worker must not work more than 7 consecutive shifts unless the employee requests to do so and has obtained prior approval from the Director of Nursing.

- 29.11. An employee must not work more than 2 Quick Shifts in any period of 7 days. For the purposes of this subclause, a Quick Shift is an afternoon shift which is followed by a morning shift.
- 29.12. Except as provided for in subclause 29.13, an employee must not be employed on night shift for a longer period than 8 consecutive weeks. After having served a period of night shift, an employee will not be required to serve a further period of night shift until they have been off night shift for a period equivalent to the previous period on night shift.
- 29.13. The provisions of subclause 29.12 will not apply to a Nurse Manager as the case may be, who is employed permanently in charge at night nor to an employee who requests to be employed permanently on night shift and with the Director of Nursing's consent.
- For the purposes of this subclause 29.13, the Nurse Manager may include Nurse Manager, NUM, AHM or Perioperative Manager.
- 29.14. An employee changing from rostered night shift to day shift or from rostered day shift to night shift will be free from duty during the 20 hours immediately preceding the commencement of the changed day.
- 29.15. Each employee will be free from duty for not less than:
- a) 2 full days in each week; or
 - b) 4 full days in each fortnight; or
 - c) 8 full days in each 28 calendar day cycle; and
- no duties will be performed by the employee on any of such free days except for overtime. Where practicable, rostered days off will be consecutive and will not be preceded by an afternoon shift or a night shift unless an additional 8 hours are granted as sleeping time.
- 29.16. An employee, at their request, may be given free from duty time in one or more periods but no period will be less than one Full Day.
- 29.17. For the purposes of this clause 29, Full Day means from midnight to midnight or midday to midday.
- 29.18. Subclauses 29.15 and 29.16 together with subclauses 34.1- 34.5 will not apply if the employee is required to perform duty to enable the nursing services of MQ Health to be carried on or where another employee is absent from duty on account of illness or in an emergency.
- 29.19. Introduction of a 12 hour shift

In order for a 12 hour shift to be introduced, the following criteria must be met:

Consultation

- a) 12 hour shifts will only be introduced in units where there has been full consultation with the employees affected and the majority of the employees affected agree to the introduction of the proposed 12 hour shift system.
- b) MQ Health must notify the employees, and if requested by the employees, any nominated workplace representative (which may be a union representative), of the implementation of the 12 hour shifts at least 4 weeks prior to commencing the new arrangements. The notification must detail the number of staff involved, the section of MQ Health involved and the Agreement provisions which are being altered.

Working Arrangements

- c) If an employee does not wish to work the shift described in subclause 29.19 (a) the employee may work a mutually agreed alternative shift system in the ward/unit/department affected or may transfer to another mutually agreed position within MQ Health with no loss of classification and contracted hours.
- d) the span of hours must not exceed 12.5 hours.
- e) there must be a maximum of 3 consecutive night shifts that include one or more 12 hour shifts.
- f) Nothing in subclause 29.19 will prevent an individual employee and MQ Health reaching a mutual agreement to the employee working 12 hour shifts.

Breaks

- g) There must be a minimum break of 11.5 hours rostered between each 12 hour shift.
- h) Employees must be allowed either 2 x 30 minute or 1 x 60 minute unpaid meal break. In addition, the employee must also receive either a 2 x 10 minute or 1 x 20 minute paid tea break.

Evaluation Process

- i) An evaluation process at the completion of the first 12 months must take place, or sooner if MQ Health and affected employee/s agree. The evaluation process must involve representatives of employees and MQ Health. Aspects which are to be considered in the evaluation process are to include workplace health and safety data, personal (sick) leave patterns and the frequency of overtime.
- j) The employee and if requested by the employee, any nominated employee representative which may be a Workplace Representative are to be notified of the outcome of the evaluation process.

Accrued Days Off

- 29.20. For ADOs that have accrued in accordance with subclause 29.4, MQ Health will decide when an employee is to take their ADO and may provide flexibility to meet employee requests regarding the scheduling of the ADO. Where an employee requests, MQ Health will consult with the affected employee to ascertain the employee's preference regarding the scheduling of the ADO and will take any preferences into account when making its decision. Where practicable, ADOs will be consecutive with RDOs as prescribed in subclause 30.15.
- 29.21. Once set, the ADOs may not be changed except in accordance with the provisions of clause 31.
- 29.22. An employee may accumulate ADOs with mutual agreement of MQ Health, no more than 10 days may be accumulated at any one time.
- 29.23. ADOs may be taken in conjunction with an employee's paid leave entitlement such as annual leave and long service leave.
- 29.24. For the avoidance of any doubt, banked ADOs will be paid to an employee at the employee's Base Rate of Pay on the termination of their employment for any reason.
- 29.25. Part time and casual employees do not have an entitlement to accrue ADOs.

30. Banking of Hours

- 30.1. In addition to providing ADOs, RDOs and TOIL, MQ Health will consider requests made by employees to bank hours under this clause 30.

- 30.2. A full time or part time employee may, by agreement daily, weekly or fortnightly with their NUM or the Director of Nursing:
- a) Work less than their daily, weekly or fortnightly rostered or contracted hours and work those hours at a later date; or
 - b) Work more than their daily, weekly or fortnightly rostered or contracted hours and take TOIL of payment, or may set off the additional hours worked against any owing under subparagraph 30.2 (a).
- 30.3. An employee who works less than their rostered or contracted hours will be paid as if those hours had been worked during the relevant period, including payment for any weekend or shift penalties that would otherwise have been due for the time not worked.
- 30.4. An employee who works more than their rostered or contracted hours will not receive payment for any weekend or shift penalties that would otherwise have been due for that extra time worked.
- 30.5. Time debited or credited under these arrangements will be at the relevant overtime rate as specified in clause 35.
- 30.6. An employee may not have more than 152 hours in debit or credit at any point in time.
- 30.7. An employee who has hours in debit must be given first option to work additional hours prior to the use of casual employees.
- 30.8. MQ Health must keep detailed records of all hours credited and debited to employees under these arrangements. Employees must have full access to these records.
- 30.9. On termination of employment MQ Health must pay the employee for all hours in credit (at the rate the hours were accrued) and may deduct from termination pay the value of any hours in debit.
- 30.10. Either party will have the right to terminate an agreement made under this subclause [30.2](#) with two weeks' notice.

31. Rostering

- 31.1. The ordinary hours of work for each employee, other than the Director of Nursing and casual employees, will be displayed on a roster in a place conveniently accessible to employees.
- 31.2. The roster will be displayed at least 2 weeks prior to the commencement date of the first working day in the roster.
- 31.3. In the case of a permanent part time employee whose hours are balanced over 4 weeks, the roster will be displayed where practicable, at least 4 weeks prior to the first working day in the roster but in any event, not less than 2 weeks prior to the commencement date of the roster.
- 31.4. Notwithstanding subclauses 31.2 and 31.3, a roster may be altered at any time to enable the nursing service of MQ Health to be carried on where another employee is absent from duty on account of illness or in an emergency. Provided that where any such alteration involves an employee working on a day which would otherwise have been such employee's day off, the day off in lieu thereof will be as mutually arranged.
- 31.5. Prior to the date of the changed shift, such change of roster will be notified verbally or in writing to the employee concerned.
- 31.6. An employee may change their roster at short notice, with the agreement of their NUM or the Director of Nursing for any reasonable ground.

- 31.7. MQ Health may change an employee's roster at short notice, with the agreement of the employee, for any reasonable grounds including unexpected situations and unforeseen fluctuations in patient dependency.
- 31.8. Where an employee is entitled to an ADO, such day is to be shown on the roster of hours for that employee.
- 31.9. All rosters will be retained for at least six years.

32. Saturday and Sunday Work

- 32.1. This clause 32 only applies to employees whose ordinary hours of work include work on weekends. Employees who otherwise perform work on weekends will be entitled to overtime in accordance with clause 35 – Overtime, but will not be entitled to the additional payments prescribed by this clause 32.
- 32.2. Employees whose ordinary hours of work include work on a Saturday and/or Sunday will be entitled to additional payment in accordance with subclauses 32.3 and 32.4 below. The weekend loadings set out in this clause 32 will be paid in substitution for and are not cumulative upon the shift penalties prescribed in subclause 32.2 below. Subject to clause 35.14, the weekend loadings in this clause 32 will be calculated on the Base Rate of Pay.
- 32.3. An employee who works ordinary hours between midnight on Friday and midnight on Saturday will be paid a loading of 50% in addition to their Base Rate of Pay.
- 32.4. An employee who works ordinary hours between midnight on Saturday and midnight on Sunday will be paid a loading of 75% in addition to their Base Rate of Pay.
- 32.5. This Clause 32 will apply to employees who work less than 38 hours per week, but such employees will not be entitled to be paid any allowance or loading prescribed by Clause 19 – Temporary and Fixed Term Employees in respect of their employment between midnight on Friday and midnight on Sunday.

33. Shift Work

- 33.1. For the purposes of this clause:
- a) Morning shift commences between 6.00 am and before 10.00 am.
 - b) Swing Shift commences at 10.00 am and before 1.00 pm.
 - c) Afternoon Shift commences at 1.00 pm and before 4.00 pm.
 - d) Night Shift (1) commences at 4.00 pm and before 4.00 am.
 - e) Night Shift (2) commences at 4.00 am and before 6.00 am.
- 33.2. Employees working a Swing Shift, an Afternoon Shift or a Night Shift (1) or Night Shift (2) will be paid the below shift penalties in addition to their Base Rate of Pay, plus any applicable special allowances (Allowance 1 Schedule E Allowances Translation Table). The shift penalties below will be calculated on the Base Rate of Pay:
- a) Swing Shift – 10%
 - b) Afternoon Shift – 12.5%
 - c) Night Shift (1)- 15%
 - d) Night Shift (2) – 10%

Casual and part time employees will only be entitled to the penalties in subclause [33.2](#) where their shifts commence prior to 6:00am or finish after 6.00pm. Should a casual employee be

entitled to the penalties in subclause 33.2, the 25% casual loading is payable on the Base Rate of Pay only.

34. Breaks

Meal Breaks

- 34.1. Each employee will be allowed an unpaid break of not less than 30 minutes and not more than 60 minutes for each meal occurring on duty.
- 34.2. Employees will not be required to work more than 5 hours without a meal break except in exceptional circumstances.
- 34.3. An employee engaged to work for 5 hours or less in any one shift may elect not to take a meal break.

Tea Breaks

- 34.4. Two separate ten-minute tea breaks (in addition to the break provided for in subclause 34.1) will be allowed to each employee on duty during each ordinary shift of 8 or 10 hours as the case may be.
- 34.5. Subject to agreement between MQ Health and the employee, such intervals in subclause 34.4 may alternatively be taken as one twenty-minute interval, or by one 10-minute interval with the employee allowed to proceed off duty 10 minutes before the completion of the normal shift finishing time. These tea breaks will be counted as time worked.

Time for changing into a uniform or specified type of garment

- 34.6. Where an employee is required to change into a uniform or a specified type of garment at MQ Health's premises they will be allowed 10 minutes for this purpose and this time will be counted as time worked and paid accordingly.

Breaks and Overtime

- 34.7. An employee required to work overtime in accordance with clause 35 following on from the completion of their normal shift for more than two (2) hours will be allowed 20 minutes for a meal break and a further 20 minutes after each subsequent four hours of overtime. All such time will be counted as time worked.
- 34.8. The benefits of subclause 34.7 will not apply to part time employees, until the expiration of the normal shift for the majority of the full time employees employed on that shift in the ward, unit or section concerned.
- 34.9. An employee recalled to work overtime after leaving MQ Health's premises and who is required to work for more than four (4) hours will be allowed 20 minutes for a meal break and a further 20 minutes after each subsequent four hours of overtime. All such time will be counted as time worked.
- 34.10. The meals referred to in sub clauses 34.7 and 34.9 will be provided to the employee free of charge. Where MQ Health is unable to provide such meals, an allowance per meal of the sum set out in Item 10 of Schedule C Allowances will be paid to the employee.
- 34.11. Where an employee is required to work an overtime shift on their RDO, the appropriate meal breaks for that shift, as prescribed by sub clauses 34.1 to 34.5 will apply.

35. Overtime

- 35.1. This clause 35 will not apply Nurse Managers Grades 1-6, with the exception of sub clauses 35.3 and 35.4.
- 35.2. Subject to subclause 35.3, MQ Health may require an employee to work reasonable overtime.

- 35.3. An employee may refuse to work overtime in circumstances where the working of such overtime would result in the employee working hours which are unreasonable.
- 35.4. For the purposes of subclause [35.3](#), what is unreasonable or otherwise will be determined having regard to:
- a) the risk to the employee's health and safety;
 - b) the employee's personal circumstances including any family and carer responsibilities;
 - c) the needs of MQ Health;
 - d) the notice (if any) given by MQ Health of the overtime and by the employee of their intention to refuse it; and
 - e) any other relevant matter.
- 35.5. All time worked by employees in excess of the rostered daily ordinary hours of work will be overtime and will be paid at the relevant overtime rates set out in this clause 35. Subject to clause 35.14, overtime will be calculated on the Base Rate of Pay. The overtime rates payable under this clause 35 will be in substitution for, and are not cumulative upon, the shift penalties set out in clause 33 above.
- 35.6. Subject to subclause 35.7 below, overtime will be paid at the time and one half for the first two hours and double time thereafter in respect of each overtime shift worked or in respect of overtime worked prior to or at the conclusion of a normal shift.
- 35.7. Overtime worked on Sundays will be paid at the rate of double time and overtime worked on public holidays will be paid at the rate of double time and one half. Overtime will be calculated on the Base Rate of Pay.
- 35.8. All time worked by permanent part time and casual employees, in excess of the rostered daily ordinary hours of work prescribed for the majority of full time employees employed on that shift in the ward or section concerned will be paid for at the rate of time and one half for the first two hours and double time thereafter except that on Sundays such overtime will be paid for at the rate of double time and on public holidays at the rate of double time and one half . Overtime will be calculated on the Base Rate of Pay.
- 35.9. Time worked up to the rostered daily ordinary hours of work prescribed for a majority of the full time employees employed on that shift in the ward or section concerned will not be regarded as overtime but an extension of the contract hours for that day and will be paid at the Base Rate of Pay.
- 35.10. Recall to Work Overtime
- An employee recalled to work overtime after leaving the MQ Health's premises will be paid for a minimum of four (4) hours work at the appropriate overtime rate for each time so recalled. If the work required is completed in less than four hours, the employee will be released from duty.
- 35.11. Recall to Work During Meal Break
- If an employee is recalled to duty during a meal break, they will be paid at overtime rates for the total period of the meal break.
- 35.12. Rest period after overtime
- a) An employee who works so much overtime:

- i. between the completion of their rostered shift on any day or shift and the commencement of their rostered shift on the next day or shift that they have not had at least ten consecutive hours off duty between these times; or
- ii. on a Saturday, a Sunday or a public holiday (including a special public holiday), not being a rostered day or on a RDO without having had ten (10) consecutive hours off duty in the twenty-four hours preceding their next day or shift;

will be released after completion of such overtime until they have had ten consecutive hours off duty without loss of pay for ordinary hours worked that occur during such absence.

- b) If on the instruction of MQ Health such an employee resumes or continues to work without having such ten (10) consecutive hours off duty, they will be paid the Base Rate of Pay, applicable allowances, penalties and loadings at the rate of double time on such day until they are released from duty for such period and they then will be entitled to be absent until they have had ten (10) consecutive hours off duty without loss of pay for the rostered shift occurring during such absence.

35.13. Time off in lieu (TOIL) instead of payment for overtime

In lieu of receiving payment for overtime in accordance with this clause 35, employees may be compensated by way of TOIL of overtime on the following basis:

- a) TOIL of overtime is taken at the rate of one hour of time off for each hour of overtime plus a period of time equivalent to the overtime penalty incurred.
- b) TOIL must be taken within 12 months of it being accrued. Where it is not possible for an employee to take the TOIL of overtime within the 12 month period, it is to be paid out at the appropriate overtime rate based on the rates of pay applying at the time payment is made.
- c) Where TOIL of overtime is offered, employees can choose to take TOIL of overtime or to be paid overtime as per this clause 35. Employees cannot be compelled to take TOIL of overtime.
- d) Records of all TOIL of overtime owing to employees and taken by employees must be maintained by MQ Health.
- e) Where on termination of the employee's employment, TOIL of overtime has not been taken, it is to be paid out at the overtime rate based on the rates of pay applying at the time payment is made.

35.14. Overtime and Loadings for Casual Assistants in Nursing (a)In this subclause:

- a) Casual AIN means an employee of MQ Health who is engaged as a casual on an hourly basis in accordance with clause 17 of this Agreement and is classified as an Assistant in Nursing under Schedule A of this Agreement.

Loaded Rate means 125% of the applicable hourly rate specified in Schedule B of the Enterprise Agreement.

- b) This clause only applies to Casual AINs.
- c) Any applicable overtime or loading to which a Casual AIN is entitled under the following clauses will be calculated on the Loaded Rate:
 - i. Clause 32 – Saturday and Sunday Work
 - ii. Clause 35 – Overtime
 - iii. Clause 38 – Public Holidays

Part 8 – Leave and Public Holidays

36. Annual Leave

This clause 36 applies to all employees other than casual employees.

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.

36.1. Entitlement

- a) For the purposes of the NES, a Seven Day Shift Worker is defined as an employee who is required by MQ Health to work on a seven-day basis.
- b) For each year of service with MQ Health, an employee is entitled to:
 - i. Day Workers: 4 weeks paid annual leave; or
 - ii. Shift Workers (other than seven day shift workers):
 - (i) 4 weeks paid annual leave, and
 - (ii) Additional Annual Leave in accordance with 36.2; or
 - iii. Seven Day Shift Workers:
 - (i) 6 weeks paid annual leave and
 - (ii) Additional Annual Leave in accordance with 36.2.
- c) A part time employee will be entitled to annual leave as set out in subclause 36.1 b) on a pro rata basis, based on their ordinary hours of work

Seven Day Shift Workers

- d) MQ Health will advise in writing before the Date of Commencement whether an employee is classified and employed as a Seven Day Shift Worker.
- e) If at any time following the Date of Commencement, an employee who was employed and classified as a Seven Day Shift Worker is no longer available to be rostered over seven days of the week or otherwise does not satisfy the definition in paragraph (a) above, they will be reclassified as a Day Worker or Shift Worker as appropriate. In these circumstances, they will cease to accrue the additional 2 weeks annual leave per year of service available to Seven Day Shift Workers under paragraph (b)iii(i) above.
- f) If an employee is not engaged or classified as a Seven Day Shift Worker but considers they satisfy the definition under paragraph (a) above, they may apply to the Director of Nursing to be reclassified as a Seven Day Shift Worker. The application should include supporting evidence which demonstrates that rostering patterns satisfy the definition of a Seven Day Shift Worker. The application will be approved if the employee meets the definition of a Seven Day Shift Worker as outlined in paragraph (a) above. If the application is approved, the employee will be eligible to accrue an additional 2 weeks annual leave per year of service (as specified in paragraph (b)iii(i) above) from the first working day in the first roster in which the rostering patterns have been demonstrated to meet the definition of a Seven Day Shift Worker, or earlier if approved by the Director of Nursing.

36.2. Additional Annual Leave

- a) In addition to the leave prescribed in paragraph 36.1(b) employees who work their ordinary hours on Sundays and/or Public Holidays are entitled to receive additional annual leave as follows:

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

36.3. Taking Paid Annual Leave

- a) Paid annual leave may be taken for a period agreed between an employee and MQ Health.
- b) Prior to accessing their annual leave entitlement, an employee must exhaust all TOIL.
- c) All employees will be permitted to take a minimum of 4 weeks annual leave (or the full amount of leave credited to them if less than 4 weeks) every calendar year.
- d) MQ Health will consult with the employee in relation to the timing of annual leave under paragraph (c) above and seek to accommodate employee preferences, subject to operational requirements.
- e) If an employee has over 8 weeks annual leave, the employee and their manager will discuss and seek to agree a leave plan. An employee may also be directed to take excessive annual leave in accordance with subclause 36.11 below.
- f) An employee will apply for annual leave at least two (2) weeks prior to the date on which the leave would commence. MQ Health will respond to any annual leave application within one (1) week.
- g) Annual leave must be taken in an amount and at a time which is approved by MQ Health subject to the operational requirements of the workplace. MQ Health will not unreasonably withhold or revoke such approval. If approval is withheld or revoked, reasons will be provided in writing to the employee upon request.

36.4. Annual Leave and Service

- a) A period of paid annual leave (including leave for the purposes of subclause 36.2) does not break the employee's continuity of service.

36.5. Payment for Annual Leave

36.6. An employee will be paid for the period of their annual leave at their Base Rate of Pay plus any Allowance 2- All Purpose Allowances (see Schedule E Allowances Translation Table).

- a) Where an employee has a period of part time employment during a Qualifying Period, payment for such annual leave will be calculated on the basis of the proportion that the average number of hours worked each week was 38 hours.
- b) Seven Day Shift Workers will be paid during the first 28 consecutive days whilst on annual leave their base rate of pay and any Allowance 2 – All Purpose Allowances plus shift and/or weekend penalties (whichever is applicable) relating to the ordinary hours the employee would have worked if they had not been on annual leave.

36.7. Annual Leave Loading

- a) During a period of annual leave, an employee other than a Shift Worker or Seven Day Shift Worker will be paid, an annual leave loading of 17.5% in addition to their Base Rate of Pay.
- b) In addition to the employee's Base Rate of Pay, Shift Workers and Seven Day Shift Workers will be paid the higher of:
 - i. annual leave loading of 17.5%; or
 - ii. the weekend and shift penalties the employee would have received had they not been on leave during the relevant period.
- c) Employees will not be entitled to annual leave loading for additional annual leave provided for in subclause 36.2.

36.8. Cashing Out of Annual Leave

- a) Accrued but unused annual leave may be cashed out, subject to the following conditions:
 - i. the employee may submit a written request to cash out an amount of annual leave;
 - ii. after cashing out the employee's remaining accrued entitlement to paid annual leave must be no less than 4 weeks;
 - iii. MQ Health has agreed to the employee's cashing out the annual leave; and
 - iv. the employee must be paid at least the full amount that would have been payable to the employee had they taken the leave.
- b) Employees who are entitled to additional annual leave (in accordance with subclause 36.2) may elect to cash out their additional annual leave entitlement in lieu of taking the additional annual leave. Such election is to be made in writing by the employee on their anniversary date and is irrevocable during the currency of that year of employment.

36.9. Annual Leave and Annual Leave Loading in Advance

- a) MQ Health will consider any requests made by an employee to take a period of paid annual leave before the employee has accrued an entitlement to the leave.
- b) If an employee's request to take a period of paid annual leave in advance has been approved by MQ Health, the employee will also be paid annual leave loading in advance.
- c) In exceptional circumstances, MQ Health will consider requests made by an employee to be paid annual leave loading in a separate pay period prior to when the annual leave is taken.

36.10. MQ Health direction to take Annual Leave – Close Down

- a) MQ Health may ask an employee to take a period of annual leave where the ward/unit/department/site is closed for Easter and NSW School Holidays. Wherever possible, MQ Health will consider requests made by employees for redeployment within MQ Health for the period of the closedown.
- b) MQ Health will consult with an employee regarding the taking of a leave entitlement. When mutual agreement cannot be reached, MQ Health may direct the employee to take leave provided the employee is given at least 12 weeks' notice in writing from the date the leave is due to commence.
- c) Where a ward/unit/department/site is closing and an employee who is asked or directed to take leave does not have an entitlement to sufficient paid annual leave, the employee may take annual leave in advance or may elect to take another form of leave such as leave without pay in accordance with MQ Health policy.

- d) MQ Health will also allow staff members to access all entitlements to Additional Annual Leave (as per subclause 36.2), Banked Hours (as per clause 31), TOIL and ADOs.
- e) An employee can be directed to take annual leave under this sub clause on only one occasion per calendar year.

36.11. Excessive Accumulated Annual Leave and Additional Annual Leave

- a) An employee (who has excessive accumulated annual leave and/or additional annual leave) must take an amount of annual leave and/or Additional Annual Leave during a particular period if the employee is directed to do so by MQ Health. MQ Health will provide to the employee at least 4 weeks' notice.
- b) If an employee has made a written request to take annual leave and/or Additional Annual Leave and it has not been approved, the employee will not be directed to take annual leave for a period of 12 months after that request.
- c) MQ Health will only direct an employee to take annual leave and/or Additional Annual Leave where the staff member has accrued more than 10 weeks paid annual leave (or 12 weeks paid annual leave for a Seven Day Shift Worker).
- d) Before directing an employee to take annual leave in accordance with this subclause 36.11, MQ Health will consult with the employee to identify dates by which the leave will be taken. Employee preferences as to the timing of any directed annual leave will be reasonably accommodated.
- e) MQ Health will ensure that any direction it provides to an employee to take annual leave would result in a remaining accrued entitlement to paid annual leave being at least 6 weeks.

36.12. Annual Leave and Termination of Employment

- a) If the employment of an employee ends for any reason and the employee has a period of untaken paid annual leave and/or Additional Annual Leave, MQ Health will pay the employee the amount that they would have been payable to them had they taken that period of leave.

37. Leave Without Pay

- 37.1. Subject to subclause 37.2 below, an employee must exhaust all paid leave entitlements (including any accrued ADOs and TOIL but excluding long service leave) before leave without pay will be considered.
- 37.2. MQ Health may consider applications for leave without pay before an employee has exhausted their paid leave entitlements in certain circumstances, including:
- a) where the Director of Nursing has approved an application to defer the taking of leave in accordance with subclause 36.3(e);
 - b) where MQ Health and the employee have agreed arrangements in relation to the scheduling of ADOs or TOIL which make it impractical for the employee to utilise these entitlements to cover the absence (for example, where the employee has agreed to take accrued ADOs and/or TOIL to cover a close down period under subclause 36.10);
 - c) in other exceptional circumstances approved by the MQ Health Chief Executive.
- 37.3. Applications for leave without pay for a period of 3 months or more must be approved by the Director of Nursing.
- 37.4. MQ Health may grant leave without pay in its discretion and subject to operational requirements.

38. Public Holidays

38.1. Entitlement to be absent from employment on a public holiday

- a) Employees (other than Seven Day Shift Workers) are entitled to be absent from their employment on a day or part day that is a public holiday and had it not been for the public holiday, a day they would normally work.
- b) If the staff member is absent from their employment on a day or part day that is a public holiday, MQ Health will pay the staff member (other than a casual) at their base rate of pay for the employee's ordinary hours of work on the day or part day.
- c) Requests for any employee (including Seven Day Shift Workers) to work on a public holiday will be reasonable and made in accordance with the relevant section of the FW Act.

38.2. Meaning of Public Holiday

- a) The following are public holidays:
 - i. Each of these days:
 - (i) 1 January (New Year's Day);
 - (ii) 26 January (Australia Day);
 - (iii) Good Friday
 - (iv) Easter Saturday
 - (v) Easter Sunday;
 - (vi) Easter Monday;
 - (vii) 25 April (ANZAC Day);
 - (viii) The Queen's Birthday holiday (on the day on which it is celebrated in NSW);
 - (ix) Labour Day;
 - (x) 25 December (Christmas Day); and
 - ii. 26 December (Boxing Day)
 - (i) any other day, or part day, declared or proclaimed to be a public holiday where MQ Health is located.
 - iii. In addition to the public holidays prescribed in subparagraph 38.2(a)(i) and (ii), employees (other than casual employees) are entitled to an additional public holiday as declared by MQ Health (special public holiday), provided that such day is:
 - (i) placed between Monday to Friday (inclusive) which is not a declared public holiday; and
 - (ii) is between Christmas and the first week of following calendar year.

38.3. Election of Payment on a Public Holiday

- a) The employee is to make the election (as outlined in subclause 38.4) with respect to payment for public holidays on the commencement of employment and then on the anniversary of their commencement date with MQ Health each year.
- b) The employee may not alter such election during the year except with the agreement of MQ Health.

38.4. Employees other than Seven Day Shift workers required to work on a Public Holiday

- a) In the circumstances where an employee (other than a Seven Day Shift Worker) is required to and does work on a public holiday they will receive either:
 - i. a loading of 150% for all hours worked on the public holiday in addition to their Base Rate of Pay; or
 - ii. a loading of 50% for all hours worked on the public holiday in addition to the Base Rate of Pay plus the equivalent number of hours worked on the public holiday added to their annual leave balance.
- b) For the avoidance of doubt and subject to clause 35.14, the payments referred to in paragraph (a) above will be calculated on the Base Rate of Pay and will be in lieu of overtime under subclause 35.7 and any other additional penalties or loadings which would otherwise have been payable.

38.5. Seven Day Shift Workers required to work a Public Holiday

- a) Seven Day Shift Workers who are required to and do work on a public holiday (including a special public holiday) will be paid at the rate of double time and a half for all time worked on the public holiday.

For the avoidance of any doubt, the payment in paragraph 38.5(a) is in lieu of any additional penalties which would have otherwise been payable had the day (or part day) not been a public holiday.

38.6. Seven Day Shift Workers, Special Public Holidays and Half-Day Public Holidays

- a) If a Seven Day Shift Worker is required to work on:
 - i. a special public holiday; or
 - ii. day or part day public holiday (not being a named public holiday as per subclause [38.2](#)); or
 - iii. a special public holiday is proclaimed in lieu of (i) and/or (ii).

they will receive an additional day or part day to their annual leave balance.

- b) If, however, a circumstance in paragraph 38.6(a) arises when a seven day shift worker is on a period of annual leave, the Seven Day Shift Worker will receive an additional day or one half a day added to their annual leave balance.

38.7. Public Holidays, Accrued Day Off or Rostered Days Off

If a full-time Shift Worker (other than a Seven Day Shift Worker) has an RDO or ADO which falls on a day that is a public holiday, they will be paid their Base Rate of Pay or, if the employee elects in writing, will have one day added to their annual leave balance.

38.8. Public Holidays and Annual Leave

For Day Workers and Shift Workers (other than Seven Day Shift Workers) who take a period of annual leave that includes a day or part day that is a public holiday, the Day Worker or Shift Worker is not to be on paid annual leave on that public holiday, but rather paid the public holiday at the base rate of pay.

39. Personal/ Carer's Leave

39.1. The NES

- a) Employees are entitled to personal/carers' leave paid at the base rate of pay in accordance with the provisions of the FW Act.

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

39.2. Meaning of Personal/Carer's Leave

Personal/carer's leave is:

- a) paid personal leave (sick leave) taken by an employee because they are not fit for work because of a personal illness, or injury, affecting the employee; or
- b) paid or unpaid leave (carer's leave) taken by an employee 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 injury, of the member; or
 - ii. an unexpected emergency affecting the member.

39.3. Meaning of Immediate Family or Member of the Employee's Household for the purposes of this clause 39:

a) Immediate Family or Member of the Employee's Household is defined as:

- i. a current or former spouse of the employee; or
- ii. a de facto partner of the employee which:
 - (i) means 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 and will include partners of the same sex or different sex; and
 - (ii) includes a former de facto partner of the employee; or
- iii. a child or an adult child (including an adopted child, a step child, a foster child or an ex-nuptial child), parent (including a foster parent and legal guardian), grandparent, grandchild or sibling of the employee or spouse or de facto spouse of the employee; or
- iv. a same sex partner who lives with the employee as the de facto partner of that employee on a bona fide domestic basis; or
- v. a relative of the employee who is a member of the same household, where for the purposes of this subparagraph:

b) Relative means a person related by blood, marriage or affinity;

- i. affinity means a relationship that one spouse, because of marriage, has to blood relatives of the other; and
- ii. household means a family group living in the same domestic dwelling.

39.4. Accrual of Paid Personal/Carer's Leave

- a) An employee's entitlement to paid personal/carer's leave accrues progressively during a year of service according to the employee's ordinary hours of work, and accumulates from year to year.
- b) No payment will be made in lieu of accumulated personal/carer's leave on termination.

39.5. Unpaid Carer's Leave

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

- i. a personal illness, or injury, of the member; or
 - ii. an unexpected emergency affecting the member.
- b) This entitlement extends to casual employees and MQ Health agrees not to fail to re-engage a casual employee because the employee accessed the entitlements provided for in this subclause. The rights of MQ Health to engage or not to engage a casual employee are otherwise not affected.
- c) An employee is entitled to unpaid carer's leave for a permissible occasion only if the employee has exhausted their paid personal/carer's leave entitlement or is a casual employee.

39.6. Taking of Paid Personal Leave

- a) An employee is not entitled to be paid personal leave whilst they are in receipt of workers' compensation payments.
- b) **Personal Leave- Notice:** To be entitled to personal leave during a period, an employee must give MQ Health 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 their employment during the period because of a personal illness, or injury affecting the employee.

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

- c) **Personal Leave- Documentary Evidence:** MQ Health will not require documentary evidence for absences:
- i. which do not exceed two (2) consecutive working days; or
 - ii. up to a total of eight days absence in a year (or the pro-rata equivalent for part-time staff).

If MQ Health requires an employee to provide documentary evidence in relation to a period of personal leave taken (or to be taken) by the employee:

- iii. To be entitled to personal leave during the period, the employee must give MQ Health as soon as reasonably practicable (which may be at a time before or after the personal leave has started):
 - (i) if it is reasonably practicable to do so- a medical certificate from a registered health practitioner;
 - (ii) if it is not reasonably practicable for the employee to give MQ Health a medical certificate- a statutory declaration made by the employee; and
- iv. The document must include a statement to the effect that:
 - (i) if the document is a medical certificate- in the registered health practitioner's opinion, the employee was, is, or will be unfit for work during the period because of a personal illness or injury affecting the member; or
 - (ii) if the document is a statutory declaration- the employee was, is, or will be unfit for work during the period because of a personal illness or injury.

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

39.7. Taking of Carer's Leave

- a) An employee is entitled to use their paid personal/carer's leave entitlement as paid carer's leave in accordance with the NES.
- b) An employee who is entitled to a period of unpaid carer's leave is entitled to take the unpaid carer's leave as:
 - i. a single, unbroken period of up to 2 days; or
 - ii. any separate periods to which the employee and MQ Health agree.
- c) **Carer's Leave- Notice:** To be entitled to carer's leave during a period, an employee must give MQ Health 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.
- d) **Carer's Leave- Documentary Evidence:** If MQ Health requires an employee to provide 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 MQ Health as soon as reasonably practicable (which may be at a time before or after the carer's leave has started):
- e) 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:
 - i. 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:
 - (i) if the document is a medical certificate- in the registered health practitioner's opinion, the member had, has or will have a personal illness or injury during the period; or
 - (ii) 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:
 - A. a personal illness, or injury, of the member; or
 - B. 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.

39.8. Make Up Time

- a) An employee may elect, with the consent of MQ Health, to work "make-up time", under which the employee takes time off ordinary hours, and works those hours at a later time, during the spread of ordinary hours provided in the Agreement at the base rate of pay.

- b) An employee on shift work may elect, with the consent of MQ Health, to work "make-up time" (under which the employee takes time off ordinary hours and works those hours at a later time), at the shift work rate which would have been applicable to the hours taken off.

39.9. Personal/Carer's Leave and Rostered Days Off

- a) An employee may elect, with the consent of MQ Health, to take RDOs at any time.
- b) An employee may elect, with the consent of MQ Health, to take RDOs in part day amounts.
- c) An employee may elect, with the consent of MUH, to accrue some or all RDOs for the purpose of creating a bank to be drawn upon at a time mutually agreed between MUH and employee, or subject to reasonable notice by the employee or MUH.
- d) This subclause 39.9 is subject to MQ Health informing the affected employees and their Workplace Representatives of its intention to introduce an enterprise system of RDO flexibility and providing a reasonable opportunity for the affected employees and their Workplace Representatives to participate in negotiations.

39.10. 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.

40. Compassionate Leave

40.1. Entitlement to compassionate leave

- a) An employee is entitled to 2 days of compassionate leave for each occasion (a permissible occasion) when a member of the employee's immediate family, or a member of the employee's household:
 - i. contracts or develops a personal illness that poses a serious threat to his or her life; or
 - ii. sustains a personal injury that poses a serious threat to his or her life; or
 - iii. dies.
- b) Where the employee is involved in funeral arrangements, travelling etc., leave may be allowed for up to 3 days for each permissible occasion.

40.2. 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 40.1; or
 - ii. after the death of the member of the employee's immediate family or household referred to in subclause 40.1.
- b) An employee may take compassionate leave for a particular permissible occasion as:
 - i. a single continuous period; or
 - ii. separate periods of 1 day each; or
 - iii. any separate periods to which the employee and MQ Health agree.

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.

40.3. Payment for compassionate leave

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

For casual employees, compassionate leave is unpaid leave.

40.4. Other Circumstances

The above is not intended to codify completely purposes for which compassionate leave with pay may be allowed (or in which unpaid compassionate leave may be provided for casuals). The element of unforeseen emergency could be present in other situations, e.g. floods and bushfires, which clearly prevent attendance for duty.

In view of the purpose for which compassionate leave is intended, it is not possible to prescribe a precise limitation of the amount of leave to be granted in a given period. It is suggested, however, that only under the most exceptional circumstances should leave exceeding a total of three days be granted to an employee in any year other than in accordance with subclause 40.1.

Where an employee is forced to absent themselves other than in accordance with subclause 40.1 or in circumstances that do not reasonably constitute an unforeseen emergency, the employee can cover such an absence by applying for leave without pay or, if the employee so desires, taking annual leave.

41. MQ Health Parental Leave

41.1. Entitlement

- a) A full time or part time employee is entitled to parental leave (other than unpaid pre-adoption leave or unpaid no safe job leave) if the employee has, or will have, completed at least 12 months of continuous service with MQ Health immediately before:
 - i. the date of birth or the expected date of birth of the child; or
 - ii. if the leave is adoption related parental leave, the day of placement or the expected day of placement; and
 - iii. the employee has or will have responsibility of the child.
- b) A casual employee is entitled to 12 months unpaid parental leave only if the employee has completed at least 12 months of continuous service with MQ Health (Eligible Casual).
- c) To determine an employee's eligibility for parental leave in paragraphs 41.1(a) and (b), MQ Health will recognise any prior continuous service with Macquarie University, provided that there is no break in service of more than 3 months. Any period of unpaid parental leave does not count towards continuous service but also does not break continuity of service.
- d) An employee's paid parental leave entitlement is in accordance with the provisions as set out in subclause 41.2 below.
- e) An employee's unpaid parental leave entitlement is in accordance with the provisions of the FW Act.
- f) A child is defined in accordance with the provisions of the FW Act.

g) A day of placement is defined in accordance with the definition provided by the FW Act.

41.2. MQ Health Paid Primary Carer and Partner Leave

a) Employees that are eligible for parental leave or adoption leave in accordance with 41.1 (a) or (b) and will have primary responsibility for the care of the child, will be entitled to paid leave in accordance with the table below:

Period of continuous service with MQ Health at the time of the birth or adoption	Paid weeks of parental leave
On or after 12 months but less than 3 years	12 weeks
On or after 3 years but less than 5 years	14 weeks
On or after 5 years	16 weeks

b) Employees that are eligible for unpaid partner leave (known as concurrent leave under the FW Act), will be entitled to 2 weeks paid partner leave under this Agreement. In circumstances where an employee is eligible to access both paid primary carer and partner leave, the total combined period of paid leave will not exceed the relevant entitlement set out in paragraph (a) above.

c) Paid primary carer leave and paid partner leave is collectively referred to as MQ Health Paid Parental Leave for the purposes of this Agreement.

d) MQ Health MQ Health Paid Parental Leave will be paid at an employee's Base Rate of Pay and will be paid to eligible employees. Superannuation will be paid on all periods of MQ Health Paid Parental Leave at the relevant rate set out in respect of the superannuation guarantee.

e) MQ Health Paid Primary Carer Leave may commence 4 weeks before the expected date of birth of the child or the day of placement (if leave is adoption related).

f) MQ Health Paid Parental Leave will be paid in the normal fortnightly pay period. However, an employee who is entitled to MQ Health Paid Primary Carer Leave may nominate in writing to be paid at the rate of half pay over a period of 24 weeks per fortnightly pay period.

g) The entitlement to MQ Health Paid Parental Leave provided in this Agreement is in addition to the Federal Government's paid parental leave scheme as prescribed under the Paid Parental Leave Act 2010 (Cth) as amended or replaced.

41.3. Notice of Intention to take MQ Health paid primary carer and FW Act unpaid parental leave

a) An employee who intends to take MQ Health Paid Primary Carer Leave should make an application to MQ Health as early as possible, and not less than 10 weeks prior to the commencement of the leave.

b) For birth related leave, written notice must include:

- i. a medical certificate stating the expected date of birth; and
- ii. the period of leave desired

c) For employees who are taking MQ Health paid primary carer leave for adoption related purposes, written notice must include the following:

- i. evidence of the day of the placement, or the expected day of placement, of the child;
- ii. that the child is, or will be, under 16 as at the day of placement, or the expected day of placement, of the child; and
- iii. the period of leave desired.

41.4. Leave before birth or adoption of a child

Leave before the birth of a child

- a) If an employee is required to attend routine medical appointments or pre-natal classes that are held during working hours, the employee will be required to use any banked and untaken TOIL or ADOs. If the employee does not have sufficient TOIL or ADOs, an employee is required to take annual leave.
- b) If, because of an illness associated with the employee's pregnancy, the employee is unable to continue to work, then the employee may elect to use any available TOIL or ADOs and accrued paid leave (i.e. personal leave, annual leave or long service leave). If the employee does not wish to use their accrued TOIL, ADOs or paid leave, the employee will be on unpaid special maternity leave in accordance with the FW Act.
- c) If an employee is entitled to unpaid parental leave (in accordance with the FW Act), and continues to work during the 6 week period before the expected date of birth of the child, MQ Health will ask the employee to provide a medical certificate to contain the following statements (as applicable):
 - i. a statement of whether the employee is fit for work;
 - ii. If the employee is fit for work, a statement of whether it is inadvisable for the employee to continue in their present position during a stated period because of:
 - (i) Illness, or risks, arising out of the employee's pregnancy; or
 - (ii) hazards connected with the position.
- d) MQ Health may require the employee to take unpaid parental leave prior to the birth of the child in accordance with the provisions of the FW Act.

Leave before the adoption of a child

- e) An employee is entitled to unpaid pre-adoption leave in accordance with the FW Act.
- f) If an employee wishes to take leave before the adoption of a child, they must provide written notice to MQ Health of the intention to take the unpaid pre adoption leave. The written notice must:
 - i. be given to MQ Health as soon as practicable (which may be a time after the leave has started);
 - ii. must advise MQ Health of the period, or expected period of the leave; and
 - iii. provide MQ Health with evidence that the leave is taken to attend an interview or examinations required to obtain approval for the employee's adoption of a child.

41.5. Premature Birth

If an employee gives birth prematurely, the employee will be on MQ Health Paid Parental Leave from the date the employee gives birth to the child and any previous leave arrangements may need to be varied.

41.6. Still Birth, Miscarriage or Death of Child

- a) If an employee's child is stillborn or dies within four weeks of the birth, the employee is still entitled to MQ Health Paid Parental Leave (if the employee qualified). In addition, the employee may also access other accrued paid leave entitlements.
- b) Where an employee's pregnancy ends prior to 20 weeks gestation due to miscarriage, any absence from work will be considered personal leave. Eligible casuals will be considered as being on unpaid authorised absence.

41.7. Effect on Other Entitlements

- a) Employees who elect to take MQ Health Paid Parental Leave will continue to accrue annual leave and personal/carer's leave whilst on leave. For the avoidance of any doubt, an employee who elects to be paid at half pay will accrue their annual leave and personal/carer's leave at this rate.
- b) With respect to long service leave, MQ Health Paid Parental Leave will count for the purposes of continuous service.
- c) Unpaid parental leave taken in accordance with the FW Act does not count as service for incremental progression.

MQ Health paid parental leave will count as service for incremental progression

- d) Should an employee wish to apply for annual leave or long service leave whilst on unpaid parental leave, an employee must exhaust all TOIL and ADOs, prior to accessing other paid leave entitlements.

41.8. Further Pregnancy

- a) An employee who becomes pregnant while on parental leave may be entitled to a further period of unpaid parental leave in accordance with the FW Act.
- b) If an employee does not return to work from their previous period of parental leave for at least 3 months, the employee will not be entitled to further MQ Health paid parental leave under this Agreement.

41.9. Communication during parental leave

- a) Where an employee is on parental leave and a definite decision has been made to introduce a significant change at the workplace, MQ Health will take reasonable steps to:
 - i. 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 (whether paid or unpaid); and
 - ii. 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 the parental leave (whether paid or unpaid).
- b) The employee will take reasonable steps to inform MQ Health 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.
- c) The employee will also notify MQ Health of changes of address or other contact details which might affect MQ Health's capacity to comply with this subclause 41.9.

41.10. Lactation Provisions

- a) Employees who are lactating will be entitled to one paid lactation break of 30 minutes per shift for the purposes of expressing their milk or breast feeding their child.
- b) MQ Health will provide access to suitable facilities for such purpose, in accordance with MQ Health's policy.

41.11. Transfer to a safe position

- a) Where, because of an illness or risk associated with the pregnancy, an employee cannot carry out the duties of their position, MQ Health is obliged, as far as practicable, to provide employment in some other position that the employee is able to satisfactorily perform. A position to which an employee is transferred under these circumstances must be as close as possible in status and salary to the employee's substantive position. The employee must provide evidence that they are fit to work in the alternative position.

42. Community Service Leave

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

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

- a) the period consists of one or more of the following:
 - i. time when the employee engages in the activity;
 - ii. reasonable travelling time associated with the activity;
 - iii. reasonable rest time immediately following the activity; and
- b) 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; or
 - iii. an activity prescribed as an eligible community activity by regulations made in accordance with section 109 (4) of the FW Act.
- 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:
 - (i) the employee was requested by or on behalf of the body to engage in the activity;
 - or

- (ii) 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:
 - (i) is for coping with emergencies and/or disasters; and
 - (ii) is prepared by the Commonwealth, a State or a Territory; or
 - ii. a fire-fighting, civil defence or rescue body, or part of such a body; or
 - iii. any other body, or part of a body, a substantial purpose of which involves:
 - (i) securing the safety of persons or animals in an emergency or natural disaster; or
 - (ii) protecting property in an emergency or natural disaster; or
 - (iii) 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 FW Act;

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 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 MQ Health notice of the absence.
- b) The notice:
 - i. must be given to MQ Health as soon as practicable (which may be a time after the absence has started); and
 - ii. must advise MQ Health of the period, or expected period, of the absence.
- c) An employee who has given MQ Health notice of an absence under subclause 42.3 must, if required by MQ Health, give MQ Health 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 his or her employment is not covered by this clause (i.e. clause 42) unless the employee complies with this subclause 42.3.

42.4. Payment to employees (other than casuals) on jury service

- a) This section applies if:
 - i. in accordance with this clause, 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 paragraphs 42.4 (c), (d) and (e), MQ Health must pay the employee at the employee's base rate of pay for the employee's ordinary hours of work in the period.
- c) MQ Health may require the employee to give MQ Health 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, MQ Health requires the employee to provide evidence in accordance with paragraph 42.4(c):
- i. the employee is not entitled to payment under paragraph 42.4(b) unless the employee provides the evidence; and
 - ii. if the employee provides the evidence—the amount payable to the employee under paragraph 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 10 days in total:
- i. MQ Health is only required to pay the employee for the first 10 days of absence; and
 - ii. the evidence provided in response to a requirement under paragraph 42.4 (c) need only relate to the first 10 days of absence; and
 - iii. the reference in paragraph 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 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. Ceremonial Leave

MQ Health recognises the obligations placed on Aboriginal and Torres Strait Islander employees to participate in ceremonial activities and other cultural obligations. To allow employees to meet obligations and participate in activities, all full time and part time employees are entitled to unpaid leave each year to participate in NAIDOC Week activities or other cultural or ceremonial events.

44. Long Service Leave

44.1. Definitions

For the purposes of this clause 44:

- a) a month is the equivalent of 4 and one third weeks;
- b) continuous service will be deemed not to have been broken by:
 - i. a period (or periods) of leave without pay that exceeds two months (the excess over two months will not be counted as service in determining the total service for long service leave purposes);
 - ii. any absence of an MQ Health employee whilst a member of the Defence Forces of the Commonwealth in a time of war.
- c) Ordinary pay is defined in accordance with the Long Service Leave Act 1955 (NSW).

44.2. Entitlement

- a) Eligible employees (including casual employees) are entitled long service leave. In particular:
 - i. after ten years' continuous service with MQ Health will be entitled to two months long service leave on ordinary pay;
 - ii. after fifteen years' continuous service to an additional one month long service leave on ordinary pay;
- b) for each five years' continuous service thereafter to an additional one and a half months long service leave on ordinary pay.
- c) In the case of an employee who has completed at least 10 years' service but less than 15 years' service, and whose employment is terminated (for any reason by the employee or MQ Health), be a proportionate amount on the basis of 3 months for 15 years' service.
- d) In the case of an employee who has completed with MQ Health between 5 and 10 years' service, and whose employment is terminated by MQ Health for any reason other than the employee's serious and wilful misconduct, or by the employee on account of illness, incapacity or domestic or other pressing necessity, or by reason of the death of the employee, be a proportionate amount on the basis of 2 months for 10 years' service.
- e) For employees:
 - i. who were employed by MQ Health on or before 20 March 2015; and who have completed with MQ Health between 5 and 10 years' service; and
 - ii. whose employment is terminated by either MQ Health or the employee for any reason will be entitled to a proportionate amount of long service leave at ordinary pay calculated on two months long service leave based on 10 years' service.
- f) In the case of an employee who has completed at least 10 years' service and whose employment is terminated by MQ Health for any reason or by the employee (other than the employee's death), MQ Health will pay the employee their ordinary pay for the entitled long service leave that has not been taken.
- g) In circumstances relating to a staff member's death, the Long Service Leave Act 1955 (NSW) applies.

44.3. Taking Leave

- a) When an employee becomes entitled to long service leave in respect of service with MQ Health, MQ Health will allow the employee to take the leave:
 - i. As soon as is practicable having regard to the needs of MQ Health, or, where MQ Health and the employee agree that the taking of the leave be postponed until an agreed date, as from that date;
 - ii. in one continuous period or, if the employee and MQ Health so agree, in the following separate periods:
 - iii. where the amount of leave is 2 months, in 2 separate periods;
 - iv. where the amount of the leave exceeds 2 months and does not exceed 19.5 weeks, in 2 or 3 separate periods;
 - v. where the amount of leave exceeds 19.5 weeks, in 2, 3 or 4 separate periods;
 - vi. any other period as agreed between MQ Health and the employee provided that the long service leave is to be taken as a minimum period of 5 working days; or
 - vii. notwithstanding the above, in circumstances where an employee has exhausted their:

- (i) banked TOIL; and
- (ii) banked ADOs; and
- (iii) any accrued but unused leave entitlements (except personal/carer's leave)

the employee (with the prior agreement of MQ Health) may take long service leave for a minimum period of 1 working day.

- b) If the employee has already taken their entitlement, subclause 44.3 will apply to and in respect of the leave the employee has become entitled to but has not yet taken.

44.4. Cashing Out of Long Service Leave

The cashing out of Long Service Leave is not permitted for any employee during their employment at MQ Health.

44.5. Other Matters

- a) Any periods of part time employment with MQ Health will count towards long service leave. The entitlement for part time employees will be on a proportionate basis of the full time continuous service entitlement.
- b) Where an employee has an ADO on a day prior to entering a period of long service leave, the ADO must be taken on the next working day immediately following the period of long service leave.
- c) The clause provides some entitlements which are more beneficial than the provisions of the Long Service Leave Act 1955 (NSW). Where the provisions of this clause are more beneficial these provisions will apply. Where this clause is silent or less beneficial, than the provisions of the Long Service Leave Act 1955 (NSW) will apply.

45. Family and Domestic Violence Leave

45.1. Definitions

- a) Family and Domestic Violence means violent, threatening or other abusive behaviour by an employee's close relative, a member of their household, or a current or former intimate partner that seeks to coerce or control the employee and that causes them harm or to be fearful.
- b) **Sensitive Personal Information** means information that identifies the employee and discloses their experience of being subject to family and domestic violence.

45.2. Entitlement

- a) An employee (other than a casual) who is affected by Family and Domestic Violence may access up to 20 days paid Family and Domestic Violence Leave per annum, paid at the Base Rate of Pay.
- b) If an employee exhausts the Family and Domestic Violence Leave entitlement, they may apply to use other forms of accrued leave entitlements, including but not limited to personal leave and annual leave.
- c) If a casual employee is unable to attend for work on a day which they were rostered to work for reasons relating to Family and Domestic Violence, they can access up to 10 days of paid Family and Domestic Violence Leave per annum. For each occasion, a casual employee will be paid the amount they would have received had they attended their rostered work and not taken the paid Family and Domestic Violence Leave.
- d) Reasons for which Family and Domestic Violence Leave can be used may include:

- i. attending medical appointments;
 - ii. organising alternative accommodation, care and/or education arrangements;
 - iii. attending court hearings and/or police appointments; or
 - iv. accessing legal advice.
- e) Leave will be credited at the beginning of each calendar year and does not accrue from year to year. Any untaken leave is not paid out on termination of employment.
- f) Employees who commence employment throughout the calendar year, will be credited with Family and Domestic Violence Leave on their commencement date.

45.3. Other Support

- a) Where practicable, MQ Health may approve an employee's request for the following:
- i. Changes to hours of work;
 - ii. Relocation to suitable employment or reallocation of duties;
 - iii. Temporary change to their work location;
 - iv. Changes to MQ Health provided contact details such as phone numbers and email addresses;
 - v. Other measures, if any, appropriate to the circumstances.
- b) In addition to the above, an employee experiencing Family and Domestic Violence can access MQ Health's Employee Assistance Program (EAP).
- c) An employee who supports a member of the employee's immediate family or a member of the employee's household (as defined in sub clause 39.3) experiencing family and domestic violence may take carer's leave to accompany them to court, to hospital, or to mind children whilst the immediate family member or member of the employee's household is attending to matters relating to Family and Domestic Violence.

45.4. Notice and Evidence Requirements

- a) An employee will be required to provide MQ Health notice as soon as reasonably practicable of their request to take leave under this clause 45.
- b) If required by MQ Health, an employee must provide evidence that would satisfy a reasonable person that the leave is for the purposes as set out in clause 45. Such evidence may include a document issued by the police service, a court, a doctor (including a medical certificate), district nurse, maternal and child health nurse, family violence support service, a lawyer or a statutory declaration.
- c) Sensitive personal information provided by the employee to MQ Health for the purposes of seeking leave under clause will be kept confidential to the extent possible, except where disclosure is required by law or to prevent a serious threat to the life, health and safety of any individual.

46. Continuing Professional Development

- a) Full time and part time employees may, with approval from MQ Health, access up to 2 days' paid Continuing Professional Development (CPD) Leave in a calendar year. CPD Leave may be taken, with approval, for professional development activities including research, attendance at seminars or conferences. The professional development activity must be relevant to the duties of the employee's current position.

- b) The employee is required to apply for CPD leave at least 2 weeks prior to the requested date/s.
- c) Applications for CPD leave must be in writing and include the date of the requested leave and a brief description of the nature of the professional development activity to be undertaken.
- d) Applications for CPD leave will not be unreasonably refused where the employee provides at least 2 weeks' notice.
- e) CPD leave does not accumulate from year to year.

47. Union Representative Leave

47.1. Three (3) days paid (at the Base Rate of Pay) union representative leave every calendar year is available for two (2) Union recognised workplace representatives working at MQ Health. The Union's recognised workplace representatives may use this leave to attend trade union courses/seminars and/or to participate in the decision making processes of the Union. The Union's recognised workplace representatives must give management of MQ Health at least two weeks' notice if they wish to utilise this leave.

47.2. Representative leave will count as service for all purposes.

Part 9 – Ending Employment

48. Termination of Employment

48.1. MQ Health may terminate the employment of an employee by providing the appropriate notice or payment in lieu of notice in accordance with subclause 48.2 below. Subclause 48.2 does not apply to casual employees or employees on probation. An employee (other than a casual employee) may resign from their employment by providing appropriate notice in accordance with subclause 48.3 below or forfeiture of wages in lieu of part or all of the required notice period,

48.2. Notice of termination by MQ Health

- a) If an employee (other than a casual employee or employee on probation) is terminated for a reason other than serious misconduct, MQ Health must provide the following notice:

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

- b) A Nurse Manager will be entitled to four weeks' notice.
- c) Employees (other than casuals) aged 45 years or older will be entitled to an additional one week's notice if the employee has completed at least two years continuous service with MQ Health.
- d) Casuals are to be given notice to the end of the current shift worked.

- e) Nothing in this subclause 48.2 will prevent MQ Health from making a payment in lieu of the minimum period of notice required under subclause 48.2 above. Payment in lieu of notice will be at the Full Rate of Pay for the hours the employee would have worked had their employment continued until the end of the minimum notice period. MQ Health and the employee may agree to MQ Health making a payment in lieu of part of the minimum period of notice.

48.3. Notice of termination by employee

- a) Employees other than the Nurse Managers are required to provide two weeks' notice of termination in writing to MQ Health.
- b) Nurse Managers will provide 4 weeks' notice of termination in writing.
- c) Casuals will only be required to give notice to the end of the current shift worked.

48.4. MQ Health to provide Statement of Service

Upon the termination of the services of an employee, MQ Health will provide the employee with a written statement surely signed by or on behalf of MQ Health, setting out the period of the employment and the capacity in which the employee was employed.

49. Redundancy

49.1. Consultation and Discussions before terminations

- a) Where MQ Health has made a decision that they no longer wish the job an employee has been doing to be done by anyone and that decision may lead to the termination of employment, MQ Health will hold discussions with the employees directly affected and their workplace representatives.
- b) The discussions will take place as soon as practicable after MQ Health has made a definite decision in accordance with subclause 49.1(a) and will cover, inter alia, any reasons for the proposed terminations, measures to avoid or minimise the terminations and measures to mitigate any adverse effects of any termination on the employees concerned.
- c) For the purpose of the discussion MQ Health will, as soon as practicable, provide to the employees concerned and if requested by the employee, any nominated workplace representative which may be a union representative, all relevant information about the proposed terminations including the reasons for the proposed terminations, the number and categories of employees likely to be affected, and the number of employees normally employed and the period over which the terminations are likely to be carried out.

Provided that MQ Health will not be required to disclose confidential information the disclosure of which would adversely affect MQ Health.

49.2. Termination of Employment for reasons relating to redundancy

- a) Notice for Changes in Production, Programme, Organisation or Structure

This subclause sets out the notice provisions to be applied to terminations by MQ Health for reasons arising from production, programme, organisation or structure in accordance with paragraph 10.1(a) Introduction of Change:

- i. in order to terminate the employment of an employee MQ Health will give to the employee the following notice:

Period of Continuous Service	Minimum Period of Notice
Less than 1 year	1 week
1 year and less than 3 years	2 weeks
3 years and less than 5 years	3 weeks
5 years and over	4 weeks

- ii. in addition to the notice above, employees over 45 years of age at the time of the giving of the notice, with not less than two years continuous service, will be entitled to an additional week's notice payment at full pay, in lieu of the notice above will be made if the appropriate notice period is not given. Provided that employment may be terminated by part of the period of notice specified and part payment in lieu thereof.

b) Notice for Technological Change

This subclause sets out the notice provisions to be applied to terminations by MQ Health for reasons arising from "technology" in accordance with sub-clause 10.1a) i Introduction of Change:

- i. in order to terminate the employment of an employee MQ Health will give to the employee three (3) months' notice of termination.
- ii. payment in lieu of the notice above will be made if the appropriate notice period is not given. Provided that employment may be terminated by part of the period of notice specified and part payment in lieu thereof.
- iii. the period of notice required by this sub-clause to be given will be deemed to be service with MQ Health for the purposes of the Long Service Leave Act 1955 (NSW), or any act amending or replacing that act and Clause 36, Annual Leave and Public Holidays.

c) Time Off During Notice Period

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

d) Employment of an Employee Terminated During the Notice Period

If the employment of an employee is terminated (other than for misconduct) before the notice period expires, the employee will be entitled to the same benefits and payments under this clause had the employee remained with MQ Health until the expiry of such notice.

Provided that in such circumstances the employee will not be entitled to payment in lieu of notice.

e) Statement of Employment

MQ Health will, upon receipt of a request from an employee whose employment has been terminated, provide to the employee a written statement specifying the period of

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

f) Notice to Centrelink

Where a decision has been made to terminate the employment of employees, MQ Health will notify Centrelink thereof as soon as possible giving relevant information including the number and categories of the employees likely to be affected and the period over which the terminations are intended to be carried out.

g) Centrelink Employment Separation Certificate

MQ Health will, upon receipt of a request from an employee whose employment has been terminated, provide to the employee an "Employment Separation Certificate" in the form required by Centrelink.

h) Transfer to Lower Paid Duties

Where an employee is transferred to lower paid duties, for reasons set out in subclause 49.1(b) Redundancy – Discussions before termination the employee will be entitled to the same period of notice of transfer to lower paid duties as the employee would have been entitled to if the employee's employment had been terminated. MQ Health may, at their discretion, make payment in lieu thereof of an amount equal to the difference between the former full rate of pay and the new full rate of pay for the number of weeks' notice still owing.

49.3. Severance (Redundancy) Pay

a) Where the employment of an employee is to be terminated for reason of redundancy, MQ Health will pay the following severance pay at the full rate of pay in respect of a continuous period of service.

i. if an employee is under 45 years of age, MQ Health will pay in accordance with the following scale:

Employee's Period of Continuous Service with MQ Health on termination	Severance (Redundancy) Pay
Less than 1 year	Nil
1 year and less than 2 years	4 weeks
2 years and less than 3 years	7 weeks
3 years and less than 4 years	10 weeks
4 years and less than 5 years	12 weeks
5 years and less than 6 years	14 weeks
6 years and over	16 weeks

- ii. where an employee is 45 years of age and over, the entitlement will be in accordance with the following scale:

Employee's Period of Continuous Service with MQ Health on termination	Severance (Redundancy) Pay
Less than 1 year	Nil
1 year and less than 2 years	5 weeks
2 years and less than 3 years	8.75 weeks
3 years and less than 4 years	12.5 weeks
4 years and less than 5 years	15 weeks
5 years and less than 6 years	17.5 weeks
6 years and over	20 weeks

- b) MQ Health will also pay the following amounts (where applicable) to any employee terminated pursuant to this clause:
 - i. accrued and unused annual leave;
 - ii. pro rata long service leave; and
 - iii. any other entitlement in accordance with the FW Act
- c) A week's pay for an employee will be determined according to the average week's pay received by the employee in the period immediately prior to their Date of Termination equal to the number of weeks severance (redundancy) pay to which the employee is entitled to.

49.4. Incapacity to Pay

Subject to an application by MQ Health and further order of the Fair Work Commission, MQ Health may pay a lesser amount (or no amount) of severance (redundancy) pay than that is contained in subclause 49.3.

The Fair Work Commission will have regard to such financial and other resources of MQ Health concerned as the Fair Work Commission thinks relevant, and the probable effect paying the amount of severance pay in subclause 49.3 will have on MQ Health.

49.5. Alternative Employment

Subject to an application by MQ Health and further order of the Fair Work Commission, MQ Health may pay a lesser amount (or no amount) of severance pay than that contained in subclause 49.3 if MQ Health obtains acceptable alternative employment for an employee.

Part 10 – Other Matters

50. Staff Amenities

50.1. MQ Health will provide for employee use:

- a) a suitable changing room and adequate washing and toilet facilities;
- b) a locker fitted with lock and key or other suitable place for the safe keeping of an employee's clothing and personal effects.

- 50.2. MQ Health will provide for an employee morning and afternoon tea, supper and early morning tea (which will include tea or coffee together with milk and sugar) when the employee is on duty, at times appropriate for the partaking thereof.
- 50.3. MQ Health will provide also for such an employee, who requires them, meals of a reasonable standard, which fall due during the duty period, and for such meals so provided may make a charge, provided that the charge for breakfast will be the sum set out in Item 11 of Schedule C Allowances and the sum set out in Item 12 of Schedule C Allowances for other meals.

51. Escort Duty

- 51.1. Periods during which an employee, other than Nurse Manager-Workforce and Leadership, is engaged in nursing duties, in particular, escorting a patient, will be paid as time worked under this Agreement. Where applicable, overtime will be payable.
- 51.2. All reasonable out-of-pocket expenses will be reimbursed to the employee with evidence of such expenditure.
- 51.3. Rostered time will be paid as such even though an employee may be travelling, in hotel/motel accommodation, or waiting for transport.
- 51.4. In respect of non-rostered time not spent in nursing duties (free time):
- a) Time spent in accommodation or waiting for transport will not be counted as working time;
 - b) Time spent travelling but not caring for a patient is paid as time worked.

52. Medical Examination of Nurses

- 52.1. Medical examination of a nurse will be in accordance with any MQ Health policy as varied from time to time. Requirements for vaccination of nurses will be in accordance with Macquarie University Hospital's Occupational Assessment, Screening and Vaccination Against Specific Vaccine Preventable Diseases Infection Prevention & Control Policy and its successors.
- 52.2. MQ Health will provide employees with a free assessment, screening and vaccinations. MQ Health will not cover the costs of assessments, screening and vaccinations not provided for by MQ Health.

53. Domestic Work

- 53.1. Except as hereinafter provided, nurses, enrolled nurses and assistants-in-nursing will not be required to perform, as a matter of routine, the following duties, viz: washing, sweeping, polishing and/or dusting of floors, walls or windows of wards, corridors, annexes, bathrooms or verandas, nor any duties which are generally performed by classifications other than nursing staff: but this provision will not preclude the employment of nurses, enrolled nurses and assistants-in-nursing on any of such duties in an isolation block or where the performance of those duties involves disinfection.
- 53.2. Nothing in subclause 53.1 will preclude an enrolled nurse or an assistant-in-nursing from being required to perform all or any of the specified duties during the first thirteen weeks of training or experience, as the case may be.
- 53.3. Nothing in subclause 53.1 will preclude any employee from being required to perform all or any of the specified duties at any time when domestic staff is not available to perform them; provided that MQ Health has made all reasonable efforts to obtain domestic staff.

54. Labour Flexibility

- 54.1. MQ Health may direct an employee to carry out duties as are within the limits of the employee's skill, competence and training. Such duties may include work which is incidental or

peripheral to the employee's main tasks provided that such duties are not designed to promote deskilling nor are inconsistent with Clause 53.

54.2. An employee may only be directed to use equipment in circumstances where the employee has been properly trained or has otherwise acquired the necessary skills in the use of such equipment. Any such direction issued by MQ Health will be consistent with MQ Health's responsibility to provide a safe and healthy working environment for employees and the MQ Health's duty of care to patients.

55. Attendance at Meetings and Fire Drills

55.1. 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, will be entitled to be paid as per clause 35 Overtime for the actual time spent in attendance at such practices. In lieu of receiving payment, employees may with the agreement of MQ Health be permitted to be free from duty for a period of time equivalent to the period spent in attendance at such meetings.

55.2. Any employee required to attend Work Health & Safety Committee and/or Board of Management meetings in the capacity of employee representative will, if such meetings are held outside the ordinary hours of work, be entitled to receive payment as per clause 35 Overtime for the actual time spent in attendance at such meetings. In lieu of receiving payment, employees may with the agreement of MQ Health be permitted to be free from duty for a period of time equivalent to the period spent in attendance at such meetings.

56. Workplace Delegates' Rights

56.1. Definitions

For the purposes of clause 56:

- a) **workplace delegate** is a person appointed or elected, in accordance with the rules of the Union, to be a delegate or representative for members of the Union; and
- b) **eligible employees** means members and persons eligible to be members of the Union who are employed by MQ Health.

56.2. Notice of Election

- a) Before exercising entitlements under this clause 56, a workplace delegate must provide MQ Health with written notice of their appointment or election as a workplace delegate. If requested, the workplace delegate must provide MQ Health with evidence that would satisfy a reasonable person of their appointment or election.
- b) An employee who ceases to be a workplace delegate must give written notice to MQ Health within 14 days.

56.3. Exercise of entitlements under clause 56

- a) A workplace delegate's entitlements under this clause 56 are subject to the conditions that the workplace delegate must, when exercising those entitlements:
 - i. comply with their duties and obligations as an employee;
 - ii. comply with the reasonable policies and procedures of MQ Health, including reasonable codes of conduct and requirements in relation to occupational health and safety and acceptable use of ICT resources;
 - iii. not hinder, obstruct or prevent the normal performance of work; and

- iv. not hinder, obstruct or prevent eligible employees exercising their rights to freedom of association.
- b) This clause 56 does not require MQ Health to provide a workplace delegate with access to electronic means of communication in a way that provides individual contact details for eligible employees.
- c) This clause 56 does not require an eligible employee to be represented by a workplace delegate without the employee's agreement.

56.4. Entitlement to reasonable access to training

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

- a) In each year commencing 1 July, MQ Health is not required to provide access to paid time for training to more than one workplace delegate per 50 eligible employees.
- b) The number of eligible employees will be determined on the day a delegate requests paid time to attend training, as the number of eligible employees who are:
 - 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 provide MQ Health not less than 5 weeks' notice (unless MQ Health and delegate agree to a shorter period of notice) of the dates, subject matter, the daily start and finish times of the training, and the name of the training provider.
- e) If requested, the workplace delegate must provide MQ Health with an outline of the training content.
- f) MQ Health will 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 MQ Health with evidence that would satisfy a reasonable person of their attendance at the training.

56.5. Right of representation

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

- a) consultation about major workplace change;
- b) consultation about changes to rosters or hours of work;
- c) resolution of disputes;
- d) disciplinary processes;
- e) enterprise bargaining where the workplace delegate has been appointed as a bargaining representative under section 176 of the FW Act or is assisting the Union with enterprise bargaining; and

- f) any process or procedure within an award, enterprise agreement or policy of MQ Health under which eligible employees are entitled to be represented and which concerns their industrial interests.

56.6. Entitlement to reasonable communication

- a) A workplace delegate may communicate with eligible employees for the purpose of representing their industrial interests under subclause 56.5. This includes discussing membership of the Union and representation with eligible employees.
- b) A workplace delegate may communicate with eligible employees during working hours or work breaks, or before or after work.

56.7. Entitlement to reasonable access to the workplace and workplace facilities

- a) MQ Health will 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 employees;
 - ii. a physical or electronic noticeboard;
 - iii. electronic means of communication ordinarily used in the workplace by MQ Health to communicate with eligible employees and by eligible employees 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) MQ Health is not required to provide access to or use of a workplace facility under subclause 56.7(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. MQ Health does not have access to the facility and is unable to obtain access after taking reasonable steps.

57. No Extra Claims

- 57.1. The parties agree not to pursue any extra claims except where provided for under this Agreement. Further, this provision will not apply to any improvements in conditions that may arise from any consolidation of MQ Health policies

Part 11 – Schedules

Schedule A Classification Descriptors

Position	Classification Description				
Assistant in Nursing	means an employee, other than a Registered Nurse, or enrolled nurse, who is employed in nursing duties at MQ Health.				
Enrolled Nurse	means an employee enrolled and licensed under the <i>Health Practitioner Regulation National Law 2009</i> (NSW) who is authorised to administer medication.				
Registered Nurse/Midwife	means an employee who is registered by the Board as a Registered Nurse.				
TrakCare Clinical Coordinator	means a Registered Nurse who provides day to day leadership for the support and uptake of TrakCare throughout the clinical workforce. Role characteristics include: <ul style="list-style-type: none"> • issue management and escalation; • support, education and training of super users throughout MQ Health; and provide day to day management of TrakCare upgrade and patching process				
Clinical Nurse Specialist Grade 1	means a Registered Nurse who applies a high level of clinical nursing knowledge, experience and skills in providing complex nursing care directed towards a specific area of practice with minimum direct supervision. A Clinical Nurse Specialist Grade 1 will satisfy the following minimum criteria: Pathway 1: <table border="1" data-bbox="577 1050 1780 1300"> <thead> <tr> <th>Attaining Criteria</th> <th>Evidence</th> </tr> </thead> <tbody> <tr> <td>Relevant post-registration qualifications</td> <td>To be determined in line with the principles of the NSW Health Policy Directive - PD2018_008 - <i>Continuing Education Allowances - Public Health System Nurses' and Midwives' (State) Award</i> (2018).</td> </tr> </tbody> </table>	Attaining Criteria	Evidence	Relevant post-registration qualifications	To be determined in line with the principles of the NSW Health Policy Directive - PD2018_008 - <i>Continuing Education Allowances - Public Health System Nurses' and Midwives' (State) Award</i> (2018).
Attaining Criteria	Evidence				
Relevant post-registration qualifications	To be determined in line with the principles of the NSW Health Policy Directive - PD2018_008 - <i>Continuing Education Allowances - Public Health System Nurses' and Midwives' (State) Award</i> (2018).				

Position	Classification Description		
	At least 12 months' experience working in the relevant clinical practice of their post-registration qualification	Completion of the equivalent of 12-month full-time work hours in the relevant clinical area and verified by HR records	
	Evidence of achieving a high level of clinical knowledge, experience and skills commensurate with their nursing practice.	To be evidenced by completion of the following MQ Health continuing professional development courses: <ul style="list-style-type: none"> • Nominated Specialty Courses (Speciality specific) • Clinical Improvement Course • Preceptorship Course • Teamwork Course 	
	Pathway 2:		
	Attaining Criteria	Evidence	
	Four years' post-registration experience	Completion of the equivalent of 4 years' full-time work hours post-registration. To be verified by HR records	
	At least 3 years' experience working in the relevant clinical area	Completion of the equivalent of 3 years; full-time work hours in the relevant clinical area and verified by HR records	
Evidence of achieving a high level of clinical knowledge, experience and skills commensurate with their nursing practice.	To be evidenced by completion of the following MQ Health continuing professional development courses: <ul style="list-style-type: none"> • Nominated Specialty Courses (Speciality specific) • Clinical Improvement Course • Preceptorship Course • Teamwork Course 		

Position	Classification Description								
	<table border="1" data-bbox="481 172 1682 932"> <thead> <tr> <th data-bbox="481 172 1081 236">Maintaining Criteria</th> <th data-bbox="1086 172 1682 236">Evidence</th> </tr> </thead> <tbody> <tr> <td data-bbox="481 239 1081 352">Ongoing employment in the relevant clinical area.</td> <td data-bbox="1086 239 1682 352">TO be verified by HR record of employment.</td> </tr> <tr> <td data-bbox="481 355 1081 687">Evidence of maintaining a high level of clinical knowledge and skills commiserate with their nursing practice</td> <td data-bbox="1086 355 1682 687"> All of the following must be evidenced: <ul style="list-style-type: none"> • Leading and completing a minimum of one Clinical Improvement Project per year • Preceptorship of New Grad and Student Nurses • Acting as shift team leader </td> </tr> <tr> <td data-bbox="481 691 1081 932">Evidence of maintaining a high level of clinical experience commiserate with their nursing practice.</td> <td data-bbox="1086 691 1682 932"> At least one additional clinical leadership role must be evidenced from the list below. <ul style="list-style-type: none"> • Leading of clinical audit • Development / Review of Policy • Acting up to NUM / CNE / CNC position • Roster planning and management </td> </tr> </tbody> </table> <p data-bbox="481 970 1890 1038">A Clinical Nurse Specialist Grade 1 is not an advertised position at MQ Health as it is deemed a personal grading, subject to meeting the above criteria.</p>	Maintaining Criteria	Evidence	Ongoing employment in the relevant clinical area.	TO be verified by HR record of employment.	Evidence of maintaining a high level of clinical knowledge and skills commiserate with their nursing practice	All of the following must be evidenced: <ul style="list-style-type: none"> • Leading and completing a minimum of one Clinical Improvement Project per year • Preceptorship of New Grad and Student Nurses • Acting as shift team leader 	Evidence of maintaining a high level of clinical experience commiserate with their nursing practice.	At least one additional clinical leadership role must be evidenced from the list below. <ul style="list-style-type: none"> • Leading of clinical audit • Development / Review of Policy • Acting up to NUM / CNE / CNC position • Roster planning and management
Maintaining Criteria	Evidence								
Ongoing employment in the relevant clinical area.	TO be verified by HR record of employment.								
Evidence of maintaining a high level of clinical knowledge and skills commiserate with their nursing practice	All of the following must be evidenced: <ul style="list-style-type: none"> • Leading and completing a minimum of one Clinical Improvement Project per year • Preceptorship of New Grad and Student Nurses • Acting as shift team leader 								
Evidence of maintaining a high level of clinical experience commiserate with their nursing practice.	At least one additional clinical leadership role must be evidenced from the list below. <ul style="list-style-type: none"> • Leading of clinical audit • Development / Review of Policy • Acting up to NUM / CNE / CNC position • Roster planning and management 								
Clinical Nurse Specialist Grade 2	means a Registered Nurse appointed to a position classified as such with relevant post-registration qualifications and at least 3 years' experience working in the clinical field of their specified post-graduate qualification.								

Position	Classification Description
	<p>The Clinical Nurse Specialist Grade 2 classification encompasses the Clinical Nurse Specialist Grade 1 role criteria and is distinguished from a Clinical Nurse Specialist Grade 1 by the following additional role characteristics:</p> <ul style="list-style-type: none"> • Exercises extended autonomy of decision making; • Exercises professional knowledge and judgement in providing complex care requiring advanced clinical skills and undertakes one of the following roles: <ul style="list-style-type: none"> ➤ leadership in the development of nursing specialty clinical practice and service delivery in the ward/unit/service; or ➤ specialist clinical practice across a small or medium sized health facility/sector/service; or ➤ primary case management of a complete episode of care; or ➤ primary case management of a continuum of specialty care involving both inpatient and community based services; or ➤ an authorised extended role within the scope of Registered Nurse practice.
Clinical Nurse Educator Grade 1	<p>means a Registered Nurse with relevant post registration certificate qualifications or experience deemed appropriate by MQ Health, who is required to implement and evaluate educational programmes at the ward/unit level.</p> <p>The Clinical Nurse Educator is responsible for the development, implementation and delivery of nursing education programs within a ward/unit level only. A nurse will achieve Clinical Nurse Educator status on a personal basis by being required by MQ Health to provide educational programs.</p>
Clinical Nurse Educator Grade 2	<p>Means a Registered Nurse with relevant post registration certificate qualifications or experience deemed appropriate by MQ Health, who is required to implement and evaluate educational programmes at the ward/unit level.</p> <p>The Clinical Nurse Educator Grade 2 is responsible for the development, implementation and delivery of nursing education programs and/or is responsible for an education portfolio across a clinical division.</p>
Clinical Nurse Consultant Grade 1	<p>means a Registered Nurse appointed as such to a position approved by MQ Health, who has at least 5 years full time equivalent post registration experience and who has approved post registration nursing qualifications relevant to the field in which they are appointed, or such other qualifications or experience deemed appropriate by MQ Health.</p>

Position	Classification Description
Clinical Nurse Consultant Grade 2	means a Registered Nurse appointed as such to a position approved by MQ Health, who has at least 5 years full time equivalent post registration experience, with at least 3 years full time equivalent experience in a specialty field. In addition, the employee must have approved postgraduate nursing qualifications relevant to the field in which they are appointed or such other qualifications or experience deemed appropriate by MQ Health. MQ Health may also require a higher qualification in the specialist nursing field where such a qualification is considered essential for the performance of the individual position.
Clinical Nurse Consultant Grade 3	means a Registered Nurse appointed as such to a position approved by MQ Health, who has at least 7 years full time equivalent post registration experience, with at least 5 years full time equivalent experience in the specialty field. In addition, the employee must have approved postgraduate nursing qualifications relevant to the field in which they are appointed or such other qualifications or experience deemed appropriate by MQ Health. MQ Health may also require a higher qualification in the specialist nursing field where such a qualification is considered essential for the performance of the individual position.
Nurse Practitioner	<p>means a Registered Nurse appointed as such to a position approved by MQ Health and who is endorsed and authorised by the Board under section 95 of the <i>Health Practitioner Law (NSW)</i>.</p> <p>A Nurse Practitioner will have at least 3 years full time equivalent experience in an advanced practice role and meets the applicable Australian Nursing and Midwifery Council's National Competency Standards.</p> <p>A Nurse Practitioner functions autonomously and operates at a level of nursing that uses extended and expanded skills, experience and knowledge assessment, planning, implementation, diagnosis and evaluation of nursing care.</p>
Nurse Educator	<p>means a Registered Nurse holding post registration nursing clinical or education qualifications relevant to the clinical area in which they are appointed and who is appointed to a position of Nurse Educator.</p> <p>A Nurse Educator will be responsible for the development and delivery of comprehensive nursing education courses/programs at MQ Health.</p>

Position	Classification Description
Senior Nurse Educator	<p>means a Registered Nurse with a post registration certificate or appropriate qualifications who has or is working towards recognised tertiary qualifications in education or equivalent and has demonstrated experience and skills in the field of education appointed to a position of Senior Nurse Educator.</p> <p>A Senior Nurse Educator will be responsible for one or more Nurse Educators in the planning, co-ordination, delivery, and evaluation of educational programmes such as post registration certificate courses, continuing nurse education, new graduate orientation, post registration enrolled nurses course and where applicable general MQ Health staff development courses.</p>
Nurse Unit Manager Grade 1	<p>means a Registered Nurse in charge of a ward or unit or group of wards or units within at MQ Health and will include:</p> <p>(a) CO-ORDINATION OF PATIENT SERVICES</p> <ul style="list-style-type: none"> • liaison with all health care disciplines for the provision of services to meet patient needs • the orchestration of services to meet patient needs after discharge • monitoring catering and transport services. <p>(b) UNIT MANAGEMENT</p> <ul style="list-style-type: none"> • implementation of MQ Health policies • dissemination of information to all personnel • ensuring environmental safety • monitoring the use and maintenance of equipment • monitoring the supply and use of stock and supplies • Monitoring cleaning services. <p>(c) NURSING STAFF MANAGEMENT</p> <ul style="list-style-type: none"> • direction, co-ordination and supervision of nursing activities • training, appraisal and counselling of nursing staff • rostering and/or allocation of nursing staff • Development and/or implementation of new nursing practice according to patient need.

Position	Classification Description
Nurse Unit Manager Grade 2	<p>whose responsibilities in relation to patient services, ward or unit management and staff management are in excess of those of a Nursing Unit Manager Grade 1.</p> <p>This may relate to the complexity of case mix, number of beds or number of staff.</p>
Nurse Unit Manager Grade 3	<p>whose responsibilities in relation to patient services, ward or unit management and staff management are in excess of those of a Nursing Unit Manager Grade 2.</p> <p>This may relate to the complexity of case mix, number of beds or number of staff.</p>
Nurse Manager Grade 1	<p>is a registered nurse who:</p> <p>(a) participates in the management of the nursing services and is responsible to an on-site Nurse Manager</p> <p>(b) Supervises the nursing services at MQ Health on evenings, nights and/or weekends (where such a position exists as a separate and substantive position).</p>
Nurse Manager Grade 2	<p>is a Registered Nurse who:</p> <p>(a) supervises the nursing services at MQ Health greater than 100 beds on evenings, nights and/or weekends;</p> <p>(b) participates in the management of the nursing service of at MQ Health, and is responsible to a nurse manager who has responsibility for the senior nursing management;</p> <p>(c) co-ordinates and manages a function, service or section (including a ward and/or unit) at MQ Health;</p>
Nurse Manager	<p>is a Registered Nurse who:</p>

Position	Classification Description
Grade 3	<p>(a) co-ordinates and manages a nurse education service of at MQ Health, supervising at least one other nurse educator (provided that the requirement to be responsible for one or more nurse educators will not apply in the case of an employee who is regarded by MQ Health as a resource person for other nurse educators or who is a sole educator for that nurse education service)</p> <p>(b) co-ordinates and manages a complex function, service or section (including a large and/or complex ward and/or unit or MQ Health)</p>
Nurse Manager Grade 4	<p>is a Registered Nurse who:</p> <p>(a) is responsible for the overall management of nursing services as directed by the Director of Nursing</p> <p>(b) co-ordinates and manages a hospital wide function or service.</p>
Nurse Manager Grade 5	<p>is a Registered Nurse who:</p> <p>(a) is responsible for nursing operations in a major clinical division (for example, Perioperative Services)</p> <p>(b) Co-ordinates and manages a complex nursing function</p>
Nurse Manager Grade 6	<p>is a Registered Nurse who:</p> <p>Participates in the management of the nursing services at MQ Health</p> <p>(a) is responsible for nursing operations in a major clinical division</p> <p>(b) is responsible for management of nursing services</p>

Schedule B MQ Health Minimum Wages

FFPOA means first full pay period on or after

Classification		Effective 1 January 2024 5.75% Weekly	Effective 1 January 2024 5.75% Hourly	Effective FFPOA 1 July 2025 3.5% Weekly	Effective FFPOA 1 July 2025 3.5% Hourly	Effective FFPOA 1 July 2026 2% Weekly	Effective FFPOA 1 July 2026 2% Hourly
Assistant in Nursing	1 st Year of Experience	\$ 1,026.45	\$ 27.01	\$ 1,062.38	\$ 27.95	\$ 1,083.63	\$ 28.51
	2 nd Year of Experience	\$ 1,059.10	\$ 27.87	\$ 1,096.17	\$ 28.85	\$ 1,118.10	\$ 29.42
	3 rd Year* of Experience	\$ 1,092.32	\$ 28.75	\$ 1,130.55	\$ 29.75	\$ 1,153.16	\$ 30.35
	4 th Year of Experience and Thereafter*	\$ 1,126.57	\$ 29.64	\$ 1,166.00	\$ 30.68	\$ 1,189.32	\$ 31.29
*Year 2 student nurses undertaking a degree in nursing will be classified as a 3 rd Year Assistant in Nursing. Year 3 student nurses undertaking a degree in nursing will be classified as a 4 th year and thereafter Assistant in Nursing.							
Enrolled Nurse	1 st Year of Experience	\$ 1,284.73	\$ 33.80	\$ 1,329.69	\$ 34.99	\$ 1,356.29	\$ 35.69
	2 nd Year of Experience	\$ 1,312.87	\$ 34.55	\$ 1,358.82	\$ 35.76	\$ 1,385.99	\$ 36.47
	3 rd Year of Experience	\$ 1,341.16	\$ 35.29	\$ 1,388.10	\$ 36.53	\$ 1,415.86	\$ 37.26
	4 th Year of Experience	\$ 1,369.76	\$ 36.05	\$ 1,417.70	\$ 37.31	\$ 1,446.05	\$ 38.06
	Thereafter	\$ 1,398.20	\$ 36.79	\$ 1,447.14	\$ 38.08	\$ 1,476.08	\$ 38.84

Classification		Effective 1 January 2024 5.75% Weekly	Effective 1 January 2024 5.75% Hourly	Effective FFPOA 1 July 2025 3.5% Weekly	Effective FFPOA 1 July 2025 3.5% Hourly	Effective FFPOA 1 July 2026 2% Weekly	Effective FFPOA 1 July 2026 2% Hourly
Registered Nurse	1 st Year of Experience	\$ 1,428.23	\$ 37.58	\$ 1,478.22	\$ 38.90	\$ 1,507.78	\$ 39.67
	2 nd Year of Experience	\$ 1,505.86	\$ 39.63	\$ 1,558.57	\$ 41.02	\$ 1,589.74	\$ 41.84
	3 rd Year of Experience	\$ 1,583.48	\$ 41.67	\$ 1,638.90	\$ 43.13	\$ 1,671.68	\$ 43.99
	4 th Year of Experience	\$ 1,667.05	\$ 43.87	\$ 1,725.40	\$ 45.40	\$ 1,759.91	\$ 46.31
	5 th Year of Experience	\$ 1,749.34	\$ 46.04	\$ 1,810.57	\$ 47.65	\$ 1,846.78	\$ 48.60
	6 th Year of Experience	\$ 1,832.49	\$ 48.23	\$ 1,896.62	\$ 49.91	\$ 1,934.56	\$ 50.91
	7 th Year of Experience	\$ 1,926.21	\$ 50.69	\$ 1,993.63	\$ 52.46	\$ 2,033.50	\$ 53.51
	8 th Year of Experience	\$ 2,005.88	\$ 52.79	\$ 2,076.08	\$ 54.64	\$ 2,117.61	\$ 55.73
TrakCare Clinical Coordinator		\$ 2,062.58	\$ 54.28	\$ 2,134.77	\$ 56.18	\$ 2,177.47	\$ 57.30
Clinical Nurse Specialist	Grade 1	\$ 2,087.27	\$ 54.92	\$ 2,160.33	\$ 56.85	\$ 2,203.54	\$ 57.98
	Grade 2	\$ 2,235.98	\$ 58.84	\$ 2,314.24	\$ 60.90	\$ 2,360.52	\$ 62.12

Classification		Effective 1 January 2024 5.75% Weekly	Effective 1 January 2024 5.75% Hourly	Effective FFPOA 1 July 2025 3.5% Weekly	Effective FFPOA 1 July 2025 3.5% Hourly	Effective FFPOA 1 July 2026 2% Weekly	Effective FFPOA 1 July 2026 2% Hourly
Clinical Nurse Educator	Grade 1 <i>(6.75% effective 1 January 2024)</i>	\$ 2,107.01	\$ 55.44	\$ 2,180.76	\$ 57.38	\$ 2,224.37	\$ 58.53
	Grade 2	\$ 2,235.98	\$ 58.84	\$ 2,314.24	\$ 60.90	\$ 2,360.52	\$ 62.12
Clinical Nurse Consultant	Grade 1	\$ 2,566.56	\$ 67.55	\$ 2,656.39	\$ 69.91	\$ 2,709.52	\$ 71.31
	Grade 2	\$ 2,600.54	\$ 68.44	\$ 2,691.56	\$ 70.84	\$ 2,745.39	\$ 72.25
	Grade 3	\$ 2,753.66	\$ 72.46	\$ 2,850.04	\$ 75.00	\$ 2,907.04	\$ 76.50
Nurse Practitioner	1 st Year of Experience	\$ 2,761.57	\$ 72.67	\$ 2,858.23	\$ 75.21	\$ 2,915.39	\$ 76.72
	2 nd Year of Experience	\$ 2,865.17	\$ 75.40	\$ 2,965.46	\$ 78.04	\$ 3,024.77	\$ 79.60
	3 rd Year of Experience	\$ 2,884.75	\$ 75.92	\$ 2,985.72	\$ 78.57	\$ 3,045.43	\$ 80.14
	4 th Year of Experience	\$ 2,957.02	\$ 77.81	\$ 3,060.52	\$ 80.54	\$ 3,121.73	\$ 82.15
Nurse Educator	1st Year of Experience	\$ 2,315.39	\$ 60.93	\$ 2,396.43	\$ 63.07	\$ 2,444.35	\$ 64.33
	2 nd Year of Experience	\$ 2,380.82	\$ 62.65	\$ 2,464.15	\$ 64.84	\$ 2,513.43	\$ 66.14

Classification		Effective 1 January 2024 5.75% Weekly	Effective 1 January 2024 5.75% Hourly	Effective FFPOA 1 July 2025 3.5% Weekly	Effective FFPOA 1 July 2025 3.5% Hourly	Effective FFPOA 1 July 2026 2% Weekly	Effective FFPOA 1 July 2026 2% Hourly
	3 rd Year of Experience	\$ 2,439.15	\$ 64.19	\$ 2,524.52	\$ 66.44	\$ 2,575.01	\$ 67.77
	4 th Year of Experience	\$ 2,566.56	\$ 67.55	\$ 2,656.39	\$ 69.91	\$ 2,709.52	\$ 71.31
Senior Nurse Educator	1 st Year of Experience	\$ 2,628.51	\$ 69.17	\$ 2,720.51	\$ 71.59	\$ 2,774.92	\$ 73.03
	2 nd Year of Experience	\$ 2,682.49	\$ 70.59	\$ 2,776.38	\$ 73.06	\$ 2,831.91	\$ 74.52
	3 rd Year of Experience	\$ 2,772.44	\$ 72.96	\$ 2,869.48	\$ 75.51	\$ 2,926.87	\$ 77.02
Nursing Unit Manager	Grade 1	\$ 2,515.91	\$ 66.21	\$ 2,603.96	\$ 68.52	\$ 2,656.04	\$ 69.90
	Grade 2	\$ 2,635.33	\$ 69.35	\$ 2,727.56	\$ 71.77	\$ 2,782.11	\$ 73.21
	Grade 3	\$ 2,706.15	\$ 71.21	\$ 2,800.86	\$ 73.70	\$ 2,856.88	\$ 75.18
Nurse Manager	Grade 1	\$ 2,551.93	\$ 67.16	\$ 2,641.25	\$ 69.51	\$ 2,694.08	\$ 70.90
	Grade 2	\$ 2,651.58	\$ 69.78	\$ 2,744.39	\$ 72.22	\$ 2,799.27	\$ 73.66
	Grade 3	\$ 2,753.66	\$ 72.46	\$ 2,850.04	\$ 75.00	\$ 2,907.04	\$ 76.50
	Grade 4	\$ 2,940.81	\$ 77.39	\$ 3,043.74	\$ 80.10	\$ 3,104.61	\$ 81.70

Classification		Effective 1 January 2024 5.75% Weekly	Effective 1 January 2024 5.75% Hourly	Effective FFPOA 1 July 2025 3.5% Weekly	Effective FFPOA 1 July 2025 3.5% Hourly	Effective FFPOA 1 July 2026 2% Weekly	Effective FFPOA 1 July 2026 2% Hourly
	Grade 5	\$ 3,110.93	\$ 81.87	\$ 3,219.82	\$ 84.73	\$ 3,284.21	\$ 86.43
	Grade 6	\$ 3,264.05	\$ 85.89	\$ 3,378.29	\$ 88.90	\$ 3,445.86	\$ 90.68

Schedule C Allowances

EA Reference	Item No	Description	Effective 1 January 2024 5.75%	Effective FFPOA 1 July 2025 3.5%	Effective FFPOA 1 July 2026 2%
subclause 24.1(a)	1	In charge of MQ Health during the morning, afternoon or night shift	\$34.88	\$36.10	\$36.83
subclause 24.1(b)	2	In charge ward/unit/department during the morning, afternoon or night shift	\$34.88	\$36.10	\$36.83
subclause 24.1(c)	3	In charge of a ward/unit/department in the absence of a Nursing Unit Manager less than 100 beds	\$34.88	\$36.10	\$36.83
subclause 24.1(d)	4	In charge of morning, afternoon or night shift	\$34.88	\$36.10	\$36.83

EA Reference	Item No	Description	Effective 1 January 2024 5.75%	Effective FFPOA 1 July 2025 3.5%	Effective FFPOA 1 July 2026 2%
subclause 24.4	5	Uniform	\$9.51	\$9.85	\$10.04
subclause 24.4	6	Shoes	\$2.94	\$3.05	\$3.11
subclause 24.4	7	Cardigan or Jacket	\$2.87	\$2.97	\$3.03
subclause 24.4	8	Laundry	\$7.93	\$8.21	\$8.37
subclause 24.6	9	Lead Apron Allowance	\$2.48	\$2.57	\$2.62
subclause 34.10	10	Meal on Overtime	\$27.05	\$28.00	\$28.56
Subclause 50.3	11	Breakfast	\$5.50	\$5.69	\$5.81
Subclause 50.3	12	Other meals	\$10.01	\$10.36	\$10.57
subclause 24.5	13	Travel Allowance	Per Ministry of Health Policy	Per Ministry of Health Policy	Per Ministry of Health Policy

Qualifications Allowance – Per Week

EA Reference	Item No	Description	Effective 1 January 2024 5.75%	Effective FFPOA 1 July 2025 3.5%	Effective FFPOA 1 July 2026 2%
subclause 25.3	14	Level 1	\$45.63	\$47.22	\$48.17
subclause 25.3	15	Level 2	\$60.04	\$62.14	\$63.38
subclause 25.3	16	Level 3	\$74.45	\$77.05	\$78.60

On Call Allowance

EA Reference	Item No	Description	Effective 1 January 2024 5.75%	Effective 1 January 2024 5.75%	Effective FFPOA 1 July 2025 3.5%	Effective FFPOA 1 July 2025 3.5%	Effective FFPOA 1 July 2026 2%	Effective FFPOA 1 July 2026 2%
			24 Hour Rate	Hourly Rate	24 Hour Rate	Hourly Rate	24 Hour Rate	Hourly Rate
subclause 24.5 (a)	17	On Call	\$63.48	\$2.64	\$65.70	\$2.74	\$67.01	\$2.79
subclause 24.5(b)	18	On Call on a RDO, an ADO or TOIL	\$126.02	\$5.26	\$130.43	\$5.45	\$133.04	\$5.56
subclause 24.5(c)	19	On Call during a meal break	\$28.31		\$29.31		\$29.89	
Legacy On Call Rates for staff members employed on or before 30 June 2021								
subclause 24.5(d)	20	On Call on a RDO or an ADO, twice or more in a calendar month	\$158.84	\$6.62	\$167.98	\$7.00	\$173.86	\$7.25

Schedule D Qualification Allowance: Entitlements Table

Major functional groupings enabling payment for nurses holding a clinical qualification from a recognised educational institution and practising in any speciality field under that functional grouping

Critical Care/High Dependency	Medical/Surgical	Mental Health	Paediatric
<ul style="list-style-type: none"> ▪ Bariatric ▪ Acute Care ▪ Cardiac Nursing ▪ Cardiothoracic ▪ Coronary care ▪ Critical Care ▪ Emergency/Trauma ▪ Intensive Care ▪ Neonatal Intensive Care ▪ Paediatric Critical Care ▪ Perioperative Nursing ▪ Anesthetics and Recovery ▪ Neuroscience ▪ Spinal Injury ▪ High Dependency ▪ Alcohol and Other Drugs 	<ul style="list-style-type: none"> ▪ High Dependency ▪ Acute Care ▪ Surgical Nursing ▪ Burns and Plastics ▪ Gastroenterology ▪ Paediatric ▪ Infection Control ▪ Medical Nursing ▪ Cancer Nursing ▪ Breast Cancer Nursing ▪ Oncology ▪ Palliative Care ▪ Orthopaedic ▪ Renal/Nephrology/Urology ▪ Respiratory ▪ Stomal Therapy Nursing ▪ Alcohol and Other Drugs ▪ Diabetes/Endocrinology ▪ Neuroscience ▪ Pain management ▪ Wound Management ▪ Ophthalmology ▪ Cardio-Thoracic ▪ Bariatric 	<ul style="list-style-type: none"> ▪ Child & Adolescent Mental Health ▪ Community Psychiatric (<i>also recognised for Emergency Departments</i>) ▪ Mental Health/ Psychiatric Nursing Practice (<i>also recognised for Emergency Departments</i>) ▪ Alcohol and Other Drugs ▪ Psycho-geriatric Nursing ▪ Rural Mental Health (<i>based on geographic location</i>) ▪ Remote Mental Health (<i>based on geographic location</i>) ▪ Alcohol and Other Drugs 	<ul style="list-style-type: none"> ▪ Paediatric ▪ Family, Child and Adolescent Health ▪ Paediatric & Child Health ▪ Child and Family Health ▪ Parenting Education ▪ Lactation and Infant Feeding ▪ Women's Health ▪ Paediatric Oncology ▪ Pain Management

Rehabilitation and Habilitation	Aged Care	Rural and Remote Health	Generic Courses
<ul style="list-style-type: none"> ▪ Developmental Disability ▪ Other Disability ▪ Rehabilitation ▪ Respiratory ▪ Dementia Care ▪ Pain Management 	<ul style="list-style-type: none"> ▪ Aged Care ▪ Continence ▪ Gerontology ▪ Dementia Care ▪ Psycho-geriatric Nursing 	<ul style="list-style-type: none"> ▪ Rural Health ▪ Remote Health <p><i>(to be recognised in rural/remote locations)</i></p>	<ul style="list-style-type: none"> ▪ Advanced Nursing Practice ▪ Clinical Practice ▪ Transcultural Nursing ▪ Clinical Care ▪ Infection Control ▪ Indigenous Health ▪ Nurse/Midwifery Practitioner ▪ OHS ▪ Sexual Health

Schedule E Allowances Translation Table

<p>Allowance 1 - Special Allowances</p>	<p>These allowances are paid when applicable.</p> <p>Special Allowances are:</p> <ul style="list-style-type: none"> • In charge allowance; • On call allowance; • Lead apron allowance.
<p>Allowance 2 - All Purposes Allowances</p>	<p>These allowances are paid regardless of whether an employee is on paid leave or not and are only paid when applicable.</p> <p>All purpose allowances are:</p> <ul style="list-style-type: none"> • On call allowance (if rostered); • Uniform and laundry allowance (with limitations see paragraph 25.4(c)); • Qualifications allowance.
<p>Allowance 3 - Work Specific Allowances</p>	<p>Are paid only when an employee is at work (and when applicable) and is not paid when an employee is on leave.</p> <p>Work Specific Allowances are:</p> <ul style="list-style-type: none"> • On call allowance; • In charge allowance; • Lead apron allowance; • Telephone allowance; • Fares and expenses; and • Higher duties allowance


ENDORSEMENT OF AGREEMENT

Signed for and on behalf of MQ Health Pty Limited by its authorized representative:

Signed 

Walter Kmet
MQ Health Pty Limited
Chief Executive Officer
3 Technology Place
Macquarie University NSW 2109

Date 2/9/24

Witness 
(Signature)

Name Carina Jarman
Address 3 Technology place
Macquarie University NSW 2109



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



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WITNESS
Michael Whaites
50 O'Dea Ave, Waterloo

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

IN THE FAIR WORK COMMISSION

FWC Matter No: AG2024/3519

Applicant: MQ Health Pty Limited

Application: Section 185 – Application for approval of a single enterprise agreement

Undertakings under section 190 of the Fair Work Act 2009 (Cth) in relation to the Macquarie University Hospital and NSWNMA/ANMF Enterprise Agreement 2024

I, Carina Jarman, have the authority given to me by MQ Health Pty Limited to provide the following undertakings with respect to the *Macquarie University Hospital and NSWNMA/ANMF Enterprise Agreement 2024 (the Agreement)*:

1. Definition of Shiftworker

(a) Subclause 29.3 of the Agreement is deleted and replaced with the following:

29.3 A Shift Worker is an employee who is regularly rostered to work their ordinary hours of work outside the hours as defined by subclause 29.2 This definition of Shift Worker in this Agreement is not a definition of shiftworker for the purposes of the NES.

(b) Subclause 36.1(a) of the Agreement is deleted and replaced with the following:

36.1 Entitlement

a) A Seven Day Shift Worker is an employee who:

- i. is regularly rostered over 7 days of the week; and
- ii. regularly works on weekends.

For the purposes of the NES, a “shiftworker” is a Seven Day Shift Worker as defined in clause 36.1(a).

b) For each year of service with MQ Health, an employee is entitled to:

- i. Day Workers: 4 weeks paid annual leave; or
- ii. Shift Workers (other than Seven Day Shift Workers):
 - (i) 4 weeks paid annual leave, and
 - (ii) Additional Annual Leave in accordance with subclause 36.2; or
- iii. Seven Day Shift Workers:
 - (i) 6 weeks paid annual leave; and
 - (ii) Additional Annual Leave in accordance with subclause 36.2.

This entitlement includes the additional week of annual leave provided for under the NES for shiftworkers.

c) A part time employee will be entitled to annual leave as set out in subclause 36.1 b) on a pro rata basis, based on their ordinary hours of work.

2. Span of Hours

Subclause 29.2 of the Agreement is supplemented with the following:

Where a day worker is rostered to work outside the span of hours of 6.00am to 6.00pm, Monday to Friday, the employee will be paid at least what they would have been entitled to under the Modern Award for the day worked.

3. Casual Loading

Subclause 35.14 of the Agreement is deleted and replaced with the following:

35.14 Overtime and Loadings for Casual Assistants in Nursing and Casual Enrolled Nurses

- (a) Casual AIN means an employee of MQ Health who is engaged as a casual on an hourly basis in accordance with clause 17 of this Agreement and is classified as an Assistant in Nursing under Schedule A of this Agreement.*
- (b) Casual Enrolled Nurse means an employee of MQ Health who is engaged as a casual on an hourly basis in accordance with clause 17 of this Agreement and is classified as an Enrolled Nurse under Schedule A of this Agreement.*
- (c) Loaded Rate means 125% of the applicable hourly rate specified in Schedule B of the Enterprise Agreement.*
- (d) This clause only applies to Casual AINs and Casual Enrolled Nurses.*
- (e) Any applicable overtime or loading to which a Casual AIN or Casual Enrolled Nurse is entitled under the following clauses will be calculated on the Loaded Rate:*
 - i. Clause 32 – Saturday and Sunday Work*
 - ii. Clause 35 – Overtime*
 - iii. Clause 38 – Public Holiday*

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



Carina Jarman
Manager of Employee Relations & Specialist Advice
Macquarie University

10 October 2024