



# DECISION

*Fair Work Act 2009*  
s.185—Enterprise agreement

**The Trustees of the Roman Catholic Church for the Diocese of Lismore T/A  
St Vincent’s Private Hospital**  
(AG2024/5264)

## **ST VINCENT’S PRIVATE HOSPITAL NURSES’ ENTERPRISE AGREEMENT 2024-2027**

Health and welfare services

DEPUTY PRESIDENT SAUNDERS

NEWCASTLE, 19 FEBRUARY 2025

*Application for approval of the St Vincent’s Private Hospital Nurses’ Enterprise Agreement  
2024-2027*

[1] An application has been made for approval of an enterprise agreement known as the *St Vincent’s Private Hospital Nurses’ Enterprise Agreement 2024-2027 (Agreement)*. The application was made pursuant to section 185 of the *Fair Work Act 2009 (Act)*. The Agreement is a single enterprise agreement.

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

[3] The Agreement is approved and, in accordance with section 54 of the Act, will operate from 26 February 2025. The nominal expiry date of the Agreement is 30 June 2027.

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



DEPUTY PRESIDENT

[2025] FWCA 643

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**St Vincent's Private Hospital Lismore  
Nurses' Enterprise Agreement**

**2024 – 2027**

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# PART 1 – PRELIMINARIES

## 1 TITLE

This Enterprise Agreement will be known as and referred to as the *St Vincent’s Private Hospital Nurses’ Enterprise Agreement 2024-2027* (“the Agreement”).

## 2 PREAMBLE

St Vincent’s Private Hospital through our staff and volunteers provide care and support to many diverse groups.

The foundation of our mission is Compassion, Respect, and Teamwork and is provided by:

- nurturing the life of each person; and
- enriching the life of each person by a spirit that is welcoming, affirming, and enabling.

To do this St Vincent’s Private Hospital and our staff are committed to a model of care aligned with industry best practices and business growth.

## 3 AIM OF THE AGREEMENT

Consistent with our mission of Compassion, Respect, and Teamwork, this Agreement aims to build a culture of partnership between St Vincent’s Private Hospital and its valued staff, as well as maintain and enhance the health services provided. Essentially this Agreement is designed to:

- provide varied and more fulfilling career path opportunities to staff;
- recognise the contribution and value of staff on an equitable, collaborative and consistent basis and which is consistent with Employer policies including Code of Conduct, Discipline, Grievance, WH&S and Bullying, and Harassment;
- attract, retain, and motivate staff;
- focus the work of staff towards the Mission, Values, and Philosophy of the Catholic Church and the corporate objectives and strategic plans of St Vincent's Private Hospital;
- encourage and promote the active contribution of staff towards initiatives that improve the quality and increase the efficiency of Hospital services;
- encourage the development, maintenance, and improvement of performance measurement indicators in all departments represented by the staff covered by this Agreement.

Through a mixture of efficiency and productivity, St Vincent’s Private Hospital will continue to provide a first-class service to patients and be a place where the quality of working life is the benchmark for other service providers.

## 4 INTRODUCTION

This Agreement is made under section 172 of the *Fair Work Act 2009* (“FW Act”).

- a) The Employer will take the necessary steps to seek approval of this Agreement under section 186 of the Act.
- b) The Employer will formally advise the Union when the Agreement is made in order for the Union to apply under section 183 of the FW Act to be covered by the Agreement.

- c) It is the intention of this Agreement that the Union will be covered by this Agreement.

## 5 PARTIES

This Agreement will be binding on:

- 5.1 The Trustees of the Roman Catholic Church for the Diocese of Lismore (ABN 15 380 879 043) (St Vincent's Private Hospital Lismore) of Dalley Street, Lismore, New South Wales, 2480 ("The Employer");
- 5.2 The Australian Nursing and Midwifery Federation New South Wales Branch ("The Association") of 50 O'Dea Avenue Waterloo, NSW 2017.
- 5.3 All nursing staff employed by St Vincent's Private Hospital Lismore ("The Employees") and within the classifications of work contained in the Agreement referred to in paragraph 7.2 of this Agreement.

## 6 DURATION & EXPIRY OF AGREEMENT

- 6.1 This Agreement shall commence operation from the seventh day after the Agreement is approved by the Fair Work Commission ("**FWC**"). The nominal expiry date of the Agreement is 30 June 2027 ("the Nominal Expiry Date").
- 6.2 Negotiations on terms and conditions of employment contained within this Agreement will commence three (3) months before the Nominal Expiry Date of this Agreement.
- 6.3 After the Nominal Expiry Date, this Agreement shall continue to operate until it is terminated or replaced by a new Agreement.

## 7 RELATIONSHIP TO THE NATIONAL EMPLOYMENT STANDARDS AND AWARD

- 7.1 The National Employment Standards ("**NES**") in the *FW Act* provide certain minimum entitlements. The NES will prevail over this Agreement to the extent that the NES provides more favourable entitlements. Where this Agreement provides for entitlements also dealt with under the NES and the Agreement is more favourable, those provisions of this Agreement will prevail to the extent of any inconsistency.
- 7.2 Subject to Clause 5.3, this Agreement including its Schedules, regulates the terms and conditions of employment of all nursing Employees at St Vincent's Private Hospital Lismore, to the exclusion of all other industrial instruments.

The relevant award for this Agreement is the Nurses Award 2020. Should the Agreement be silent in any matter, the Award would be referred to in respect to those provisions.

## 8 DEFINITIONS

For the purposes of this Agreement:

- 8.1 "**Act**" shall mean the *Fair Work Act 2009*.
- 8.2 "**Award**" means the Nurses Award 2020 MA000034 as amended from time to time.

- 8.3 **"Assistant in Nursing"** means a person, other than a Registered Nurse, Student Nurse, or Enrolled Nurse, who is employed in nursing duties.
- 8.4 **"Association"** means the Australian Nursing and Midwifery Federation- NSW Branch.
- 8.5 **"Base/ordinary rate of pay"** (refer to section 16 of FW Act) means a rate of pay for a period worked (however the rate is described) that does not include incentive-based payments, bonus loadings, monetary allowances, penalty rates or any other similar separately identifiable entitlements.
- 8.6 **"Board"** means - the Nurses and Midwives Board of Australia and shall also be taken to mean a reference to the Australian Health Practitioner Regulation Authority as appropriate/applicable.
- 8.7 **"Casual hourly rate"** has the meaning given in clause 19.2.
- 8.8 **"Clinical Nurse Consultant"** means a Registered Nurse who is appointed to the position of, and who:
- a. has had at least five years post-basic registration experience; and
  - b. has approved post-basic nursing qualifications relevant to the field in which they are appointed; or
  - c. such other qualifications or experience deemed appropriate by the Employer.
- 8.9 **"Clinical Nurse Educator"** means a Registered Nurse with relevant post registration certificate qualifications or experience deemed appropriate by the Employer, and who is required to implement and evaluate educational programmes at the ward/unit level. The Clinical Nurse Educator shall cater for the delivery of clinical nurse education in the ward/unit level only.
- A nurse will achieve Clinical Nurse Educator status on a personal basis by being required by the Hospital to provide the educational programmes detailed above.
- Nothing in this clause shall affect the role carried out by the Clinical Nurse Specialist as a specialist resource and the Clinical Nurse Consultant in the primary role of clinical consulting, researching etc.
- 8.10 **"Clinical Nurse Specialist Grade 1"** means a Registered Nurse with relevant post-registration qualifications and 12 months experience working in the clinical area of their specified post-basic qualification, or a minimum of four years' post-basic registration experience, including three years' experience in the relevant specialist field and who satisfies the local criteria.
- 8.11 **"Clinical Nurse Specialist Grade 2"** means a Registered Nurse with relevant post-registration qualifications and at least 3 years' experience working in the clinical area of their specified post-registration qualification, or such other qualifications or equivalent experience deemed appropriate by the Employer.
- 8.12 **"Day Worker"** means a worker who works their ordinary hours from Monday to Friday inclusive and who commences work on such days at or after 6.00 am and before 10.00 am otherwise than as part of the shift system.
- 8.13 **"Enrolled Nurse without medication qualification"** means a person registered by the



Board as an Enrolled Nurse with the notation “does not hold a Board approved qualification in medicines administration”.

- 8.14 **“Enrolled Nurse”**: means a person registered by the Board as an Enrolled Nurse.
- 8.15 **"Experience"** in relation to a Registered Nurse, 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 includes experience as a student nurse. For the purpose of determining the year of experience for part time or casual employment a year of experience shall be 1976 hours of employment.
- 8.16 **“FWC”** means the Fair Work Commission.
- 8.17 **“Full day”** means a continuous 24 hour period.
- 8.18 **“Hospital”** means a private hospital as defined by the *Private Hospitals and Day Procedure Centres Act 1988*, or as amended or replaced from time to time.
- 8.19 **“Hospital Campus Manager”** means:
- (a) A person appointed as such in a hospital where the adjusted daily average of occupied beds is not less than 100 and includes a person appointed as the nurse in charge during the evening or night in a hospital where the adjusted daily average of occupied beds is not less than 100.
  - (b) A person appointed to be a Registered Nurse in charge of all theatres in a hospital having four or more major theatres in regular use.
  - (c) A person appointed as such to a position approved by the Employer including persons appointed to be in charge of the administration of a group of wards or department of a hospital including a community nursing department.
- 8.20 **“Immediate Family”** means:
- (a) a spouse, de facto partner, child, parent, grandparent, grandchild or sibling of the Employee; or
  - (b) a child, parent, grandparent, grandchild or sibling of a spouse or de facto partner of the Employee;
  - (c) spouse includes a former spouse.
  - (d) de facto partner of an employee:
    - (1) 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
    - (2) includes a former de facto partner of the employee.
- 8.21 **“NES”** means the National Employment Standards in Chapter 2, Part 2-2 of FW Act, and as amended from time to time.
- 8.22 **"Nurse Educator"** means a Registered Nurse with a post registration certificate, who has relevant experience or other qualifications, deemed appropriate by the Employer who is appointed to a position of Nurse Educator.

A Nurse Educator shall be responsible for the development, implementation and delivery

of nursing education programmes within the hospital. Nurse education programmes shall mean courses conducted such as post registration certificates, continuing nurse education, new graduate orientation, post registration Enrolled Nurses courses and where applicable general staff development courses.

A person appointed to a position of Nurse Educator who holds relevant tertiary qualification in education or tertiary post graduate specialist clinical nursing qualifications shall commence on the 3rd year rate of the salary scale.

A person appointed as the sole Nurse Educator for a hospital or group of hospital shall be paid at the 3rd year rate of the salary scale.

Incremental progression for Nurse Educators' shall be on completion of 12 months satisfactory service subject that progression shall not be beyond the 3rd year rate unless the person possesses the qualifications detailed in the two previous paragraphs. Persons appointed to the 3rd year rate by virtue of paragraphs 3 and 4 above shall progress to the 4th year rate after completion of 12 months' satisfactory full time service.

8.23 **"Nursing Unit Manager"** means a Registered Nurse in charge of a ward or unit or group of wards or units in a hospital:

8.23.1 **"Nursing Unit Manager Level 1"** whose responsibilities include:

(a) Coordination of Patient Services

- 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.

(b) Unit Management

- Implementation of Employer policy;
- Dissemination of information to all personnel;
- Ensuring environmental safety;
- Monitoring the use and maintenance of equipment;
- Monitoring the supply and use of stock and supplies;
- Monitoring cleaning services.

(c) Nursing Staff Management

- Direction, coordination 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.

8.23.2 **"Nursing Unit Manager Level 2"** whose responsibilities in relation to patient services, ward or unit management and staff management are in excess of those of a Nursing Unit Manager Level 1.

8.23.3 **"Nursing Unit Manager Level 3"** whose responsibilities in relation to patient services ward or unit management and staff are in excess of those of a Nursing Unit Manager Level 2.

8.24 **"Registered Nurse"** means a person registered by the board as a Registered Nurse and/or Midwife.

8.25 **"Service"** for the purpose of Clause 9: Payments and Particulars of Wages, means service before or after the commencement of this Agreement in New South Wales or elsewhere as a Registered Nurse, provided that all service recognised prior to the commencement of this Agreement shall continue to be recognised.

"Service" also includes any actual periods during which a Registered Nurse undertook a post-basic course whilst an Employee of and rendering service in an institution or hospital and such course is recognised by the Board or acceptable to the Health Administration Corporation of New South Wales, or is one of the following certificate or diploma courses:

- (a) Associate Diploma in Community Health - College of Nursing, Australia; NSW College of Nursing.
- (b) Associate Diploma in Nursing Administration - College of Nursing, Australia; NSW College of Nursing.
- (c) Associate Diploma in Nursing Education - College of Nursing, Australia; NSW College of Nursing; Newcastle College of Advanced Education.
- (d) Certificate in Operating Theatre Management - NSW College of Nursing, Australia.
- (e) Certificate in Operating Theatre Technique - College of Nursing, Australia.
- (f) Certificate in Coronary Care - NSW College of Nursing.
- (g) Certificate in Orthopaedic Nursing - NSW College of Nursing.
- (h) Certificate in Ward Management - NSW College of Nursing.
- (i) Midwife Tutor Diploma - College of Nursing, Australia, or Central Midwives Board, London.
- (j) Occupational Health Nursing Certificate - NSW College of Nursing. Provided that no more than three such courses shall count as service.

A reference to the New South Wales College of Nursing in this Agreement shall be deemed to be a reference also to the School of Nursing Studies, Cumberland College of Health Sciences.

For the purpose of determining the year of service for part time or casual employment a year of service shall be 1976 hours of employment.

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

8.27 **"Union"** means the Australian Nursing and Midwifery Federation- NSW Branch.

# PART 2 - ENGAGEMENT

## 9 PAYMENT AND PARTICULARS OF WAGES

- 9.1 The minimum wages per week are set out in Schedule 1: Wages
- 9.2 The minimum allowances are set out in Schedule 2: Allowances
- 9.3 The Employer will meet with the Union to discuss a potential variation to increase the wages under this Agreement should there be a significant change in the market rates of pay for the classifications covered by this Agreement. In such instance, the meeting will be scheduled within 14 days of such significant change taking effect.
- 9.4 All wages and other payments shall be paid fortnightly.
- 9.5 Employees shall have their wage paid into one account with a bank or other financial institution as nominated by the Employee. Wages shall be deposited by the Employer in sufficient time to ensure that wages are available for withdrawal by Employees by no later than pay day, provided that this requirement shall not apply where an Employee nominates accounts with non-bank financial institutions, but in such cases facilities shall take all reasonable steps to ensure that the wages of such Employees are available for withdrawal by no later than pay day.
- 9.6 Notwithstanding the provisions of subclause 9.5 of this clause, an Employee who has given or has been given the required notice of termination of employment, in accordance with Clause 47: Termination of Employment, of this Agreement, shall be paid all monies due to them prior to ceasing duty on the last day of employment. Where an Employee is summarily dismissed or their services are otherwise terminated without notice, any monies due to them shall be paid as soon as possible after such dismissal or termination but in any case not more than three days thereafter.
- 9.7 On each payday an Employee will receive a payslip in accordance with the FW Act and FW Regulations.

## 10 HIGHER GRADE DUTIES

- 10.1 Subject to subclause 10.2, an Employee who is called upon to relieve an Employee in a higher classification or is called upon to act in a vacant position of a higher classification shall be entitled to receive for the period of relief or the period during which they act the minimum payment for such higher classification or higher position.
- 10.2 The provisions of subclause 10.1 shall not apply where the period of relief or the period of acting in the higher grade is less than one shift.

Further, the provisions of subclause 10.1 shall not apply where a Director of Clinical Services is absent from duty for a period of three (3) working days or less for any reason.

## 11 ORDINARY HOURS OF WORK AND BREAK TIME OF EMPLOYEES

- 11.1 The ordinary hours of work for Day Workers, exclusive of meal times, shall be 152 hours per 28 calendar days to be worked Monday to Friday inclusive and be worked between the hours of 6am to 6pm on Monday to Friday, inclusive.

- 11.2 The ordinary hours of work for Shift Workers, exclusive of meal times, shall not exceed an average of 38 hours per week in each roster cycle.
- 11.3 The hours of work prescribed in subclauses 11.1 and 11.2 of this clause shall, where possible, be arranged in such a manner that in each roster cycle of 28 calendar days each Employee shall not work their ordinary hours or work on more than nineteen days in the cycle, but this shall not apply to students in block.
- 11.3.1 Notwithstanding the provision of clause 11.3 Employees may, with the agreement of the Employer work shifts of less than 8 hours each over 20 days in each cycle of 28 days.
- 11.3.2 If an Employee makes a written request and with the Employer agrees, the Employee may work a 9.5 day fortnight instead of the 19- day month.
- 11.4 Arrangement of shifts and rest breaks**
- 11.4.1 Each shift shall consist of no more than 10 hours on a day shift or 11 hours on a night shift. Shifts of up to 12 hours may be worked in accordance with clause 11.4.8 (sleep clinic) or 11.5.
- 11.4.2 There will be no less than a 10 hour rest break between each shift except for a quick shift where there will be a rest break of at least 8 hours and for the sleep clinic night shift of 12 hours where the break will be at least 11.5 hours;
- 11.4.3 By mutual agreement between the Employer and Employee, the 10 hour rest break may be reduced to 8 hours;
- 11.4.4 If, on the instruction of the Employer, an Employee resumes or continues to work without having had 10 consecutive hours off duty, or 8 hours as agreed, they will be paid at the rate of 200% of the minimum hourly rate applicable to their classification and pay point (or 200% of the casual hourly rate in the case of a casual Employee) until released from duty for such period;
- 11.4.5 Should the Employee wish to work within the 10 hour period, a signed consent form must be signed by the Employee on an annual basis and recorded with their Nurse Unit Manager (NUM);
- 11.4.6 An Employee shall not work more than two (2) quick shifts in any period of 7 days. A quick shift is an afternoon shift which is followed by a morning shift;
- 11.4.7 An Employee shall not work more than 7 consecutive shifts unless the Employee so requests and the Director of Clinical Services agrees;
- 11.4.8 A sleep clinic night shift is a 12 hour shift that does not exceed 12.5 hours and includes a minimum break of 11.5 hours rostered between each 12 hour shift. Employees who work the 12 hour shift will be allowed either two 30 minute or one 60 minute meal break. In addition to the meal breaks Employees will be allowed either two 10 minute or one 20 minute paid tea break.
- 11.5 The following criteria shall apply to the introduction of 12 hour shifts:
- 11.5.1 12 hour shifts will only be introduced in units where there has been full consultation with the staff affected and a majority of the staff affected agree to

the introduction of the proposed 12 hour shift system;

- 11.5.2 any employee who does not wish to work under the 12 hour shift system may work a mutually agreed alternative shift system in the unit affected or may transfer to another mutually agreed position within the facility with no loss of classification and contracted hours;
  - 11.5.3 the span of hours must not exceed 12.5 hours;
  - 11.5.4 there must be a maximum of three consecutive night shifts which include one or more 12 hour shifts;
  - 11.5.5 there must be a minimum break of 11.5 hours rostered between each 12 hour shift;
  - 11.5.6 employees must be allowed either two 30 minutes or one 60 minutes meal break. In addition to the meal breaks employees must be allowed either two 10 minute or one 20 minute paid tea break;
  - 11.5.7 the employer must notify the employees and if requested by the employee any nominated employee representatives which may be a union representative of the implementation of the 12 hour shifts at least one month prior to commencing the new arrangements. The details of that notification must indicate the number of staff involved, the section of the hospital involved and the Agreement provisions which need to be overridden.
  - 11.5.8 there must be an evaluation process at the completion of the first 12 months, or sooner if the employer and affected employees agree. The evaluation process must involve representatives of employees and the employer. Aspects which are to be considered in the evaluation process are to include occupational health and safety data, including fatigue management considerations, sick leave patterns and the frequency of overtime.
  - 11.5.9 the employees and if requested by the employee any nominated employee representative which may be a union representative are to be notified of the outcome of the evaluation process; and
  - 11.5.10 nothing contained in this subclause 11.5, shall prevent an individual employee and the Employer reaching mutual agreement to that individual working 12 hour shifts.
- 11.6 The Employer is to decide when Employees take their additional days off duty prescribed by subclause 11.3 of this clause (as a consequence of the implementation of the 38 hour week). Where necessary the Employer must consult with the affected Employees to ascertain the Employees' preferences and must take any such preferences into account when arriving at a decision. Additional days off duty shall be consecutive with the rostered days off duty prescribed in subclause 11.18 of this clause, except by mutual agreement between Employee and Employer.
- 11.7 Once set, the additional days off may not be changed except in accordance with the provisions of clause 13: Rosters.
- 11.8 Where the Employer's decision (in accordance with subclause 11.6 of this clause) is that an Employee's additional days off be accumulated, no more than 6 days may be accumulated in any one year of employment. By mutual agreement this may be extended

to no more than 12 days at any one time.

- 11.9 Except for breaks for meals, the hours of duty each day shall be continuous.
- 11.10 Each Employee shall be allowed an unpaid break of not less than thirty minutes.
- 11.11 Where practicable, Employees shall not be required to work more than 5 hours without a meal break. Provided that where practicable an Employee engaged to work for 6 hours or less in any one shift may, by agreement with the Employer, elect not to take a meal break as otherwise provided for by this subclause without penalty to the Employer. The term 'where practicable' encompasses regard being paid to such issues as WHS and the service requirements of the Employer.
- 11.12 All efforts shall be made to ensure Employees are provided a meal break in accordance with subclauses 11.10 and 11.11 above. In the event an Employee is not relieved of their responsibility in order to take a meal break, the relevant authorised Manager will be notified, and in the circumstances that appropriate arrangements cannot be made to relieve the Employee, the relevant authorised Manager shall approve the Employee to work through their meal break. When a Manager therefore directs an Employee in this situation to work through their meal break, the meal break only will be paid at overtime rates.
- 11.13 The parties acknowledge the importance of an Employee taking their meal break and therefore, when an Employee is directed by the Employer to take the meal break, they must take the meal break which will be unpaid (unless stated otherwise elsewhere in the Agreement).
- 11.14 Two separate ten-minute breaks ("intervals") (in addition to meal breaks) shall be allowed each Employee on duty during each ordinary shift of 8 or 10 hours as the case may be. Subject to agreement between the Employer and the Employee, such intervals 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. Such interval(s) shall count as paid working time.
- 11.15 Where an Employee is required to change into a uniform or a specified type of garment at the Employer's premises they shall be allowed ten minutes for such a purpose and such time shall be counted as working time and paid for as such.
- 11.16 Subclauses 11.10 to 11.14 of this clause shall not apply to an Employee who, before going on night duty, is provided with a meal between 9.00 pm and 11.00 pm and who is allowed two intervals of twenty minutes each during the period of night duty. Such intervals shall count as working time and shall be paid for as such.
- 11.17 An Employee changing from a night shift roster to a day shift roster or from day shift roster to a night shift roster shall be free from duty during the twenty hours immediately preceding the commencement of the changed day.
- 11.18 Each Employee shall be free from duty for not less than two full consecutive days in each week unless otherwise negotiated and agreed between the Employer and the Employee and no duties shall be performed by the Employee on any of such free days except for overtime. The Employer will make reasonable efforts to ensure that the consecutive days off are not preceded by an afternoon shift or night shift.
  - 11.18.1 An Employee, at their request, may be given free from duty time in one or more periods but no period shall be less than one full day.

- 11.18.2 For the purpose of this subclause "full day" means from midnight to midnight or midday to midday.

### 11.19 On-Call

- 11.19.1 Employees may be required to remain on call. Any such time on call shall not be counted as time worked (except insofar as an Employee may take up actual duty in response to a call) but shall be paid for in accordance with clause 24: Special Allowances, of this Agreement. Provided however, no Employee shall be required to remain on call whilst on leave or on the day before commencing leave.
- 11.19.2 No Employee shall be required to remain on call whilst on a rostered day off nor on completion of the shift on the day preceding a rostered day off. This provision shall not apply where in special circumstances it is necessary for the Employer to place staff on call on rostered days off or on completion of the shift on the day preceding a rostered day off in order to ensure the provision of services.
- 11.19.3 Employees that are on call and are required to attend for duty (recalled) are entitled to be entitled to a 10 hour break following the completion of the on call period worked without loss of pay for shifts that have already been rostered (sleep day). If it is not possible for an Employee to take a 10 hour break then double time shall apply until the Employee receives a 10 hour break.
- 11.19.4 A nurse on-call on a public holiday not worked will be paid:
- a) Their full entitlement for the public holiday not worked; and
  - b) On-call allowance calculated by taking the hours paid under a) from the number of hours that the employee is on call. (For example: If the employee was on call for 24 hours on a public holiday, they would be paid 8 hours in relation to the public holiday not worked, and the on-call allowance for 16 hours); and
  - c) 250% (or 150% and extra leave in accordance with clause 29.4) for hours worked (with a minimum of 4 hours).
- 11.20 The Employer shall not alter the period over which the ordinary hours of work of Employees are balanced except upon giving one month's notice of their intention to the Employee and the Association.

## 12 BANKING OF HOURS

- 12.1 A full time or part time Employee may, by agreement made daily, weekly or fortnightly with their NUM or DCS:
- 12.1.1 Work less than their daily, weekly or fortnightly rostered or contracted hours and work those hours at a later date; or
  - 12.1.2 Work more than their daily, weekly or fortnightly rostered or contracted hours and take time off in lieu of payment, or may off-set the additional hours worked against any owing under 12.1.1 above.



- 12.2 An Employee who works less than their rostered or contracted hours shall 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.
- 12.3 An Employee who works more than their rostered or contracted hours shall not receive payment for any weekend or shift penalties that would otherwise have been due for that extra time worked.
- 12.4 Time debited or credited under these arrangements shall all be at ordinary time, i.e. an hour for an hour.
- 12.5 An Employee may not have more than 76 hours in debit or credit at any point in time.
- 12.6 Employees who have hours in debit must be given first option to work additional hours prior to the use of casual Employees.
- 12.7 The Employer must keep detailed records of all hours credited and debited to Employees under these arrangements. Employees must have full access to these records.
- 12.8 On termination of employment the Employer must pay the Employee for all hours in credit and may deduct from wages due on termination of employment the value of any hours in debit.
- 12.9 Either party shall have the right to terminate an agreement under this clause with two weeks' written notice to the other party.

### **13 ROSTERS**

*This Clause does not apply to casual Employees.*

- 13.1 The ordinary hours of work for each employee, other than the Director of Clinical Services and casual employees, shall be displayed on a roster in a place conveniently accessible to employees.
- 13.2 Employees will work according to a roster which sets out employees' daily ordinary working hours and starting and finishing times.
- 13.3 Employees will be notified of their rosters which shall be displayed in a place conveniently accessible to employees, where practicable 4 weeks in advance but not less than at least 2 weeks in advance of the first working period of the roster.
- 13.4 Notwithstanding the foregoing provisions of this clause, a roster may be altered at any time to enable the nursing service of the hospital to be carried on where another employee is absent from 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 shall be as mutually arranged.
- 13.5 Prior to the date of the changed shift, such change of roster shall be notified in writing (including by electronic means) to the employee concerned.
- 13.6 An employee may change their roster at short notice, with the agreement of their nurse unit manager or Director of Clinical Services for any reasonable ground.

- 13.7 The Employer may change an employee's roster at short notice, with the agreement of the employee, for any reasonable ground including unexpected situations and unforeseen fluctuations in patient dependency.
- 13.8 The ordinary hours of work for each Employee shall be displayed on a roster in a place conveniently accessible to Employees.
- 13.9 The roster shall be displayed two weeks prior to the commencing date of the first working period in the roster.
- 13.10 Notwithstanding the foregoing provisions of this clause, the Employer may alter the roster at any time to enable the nursing service of the Employer 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 shall be as mutually arranged.
- 13.11 Prior to the date of the changed shift, such change of roster shall be notified verbally or in writing to the Employee concerned.
- 13.12 Once the roster has been displayed in accordance with clause 13.2, subject to the agreement of the Nurse Unit Manager or Director of Clinical Services, an Employee may change their roster by completing a shift swap form for any reasonable ground.
- 13.13 Once the roster has been displayed in accordance with clause 13.2, an Employer may change an Employee's roster, with the agreement of the Employee other than where clause 13.3 applies, for any reasonable ground including unexpected situations and unforeseen fluctuations in patient dependency.
- 13.14 Where an Employee is entitled to an additional day off duty in accordance with clause 11: Ordinary Hours of Work and Break Time of Employees, of this Agreement, such day is to be shown on the roster of hours for that Employee.
- 13.15 All rosters shall be retained for at least six years.
- 13.16 Nothing in this clause precludes the Employer from also or alternatively issuing the roster in an electronic form.

#### **14 RECOGNITION OF SERVICE AND EXPERIENCE**

When an Employee is engaged by the Employer they will be advised in writing of the requirements of this clause. If the Employer does not notify the Employee then the requirements of this clause shall not commence until the Employer does notify the Employee.

- 14.1 From the time of commencement of employment the Employee has three (3) months in which to provide documentary evidence to the Employer detailing any other 'service' or 'experience' as defined in clause 8: Definitions, not disclosed at the time of commencement. This evidence, in the absence of other documentary evidence, may take the form of a statutory declaration.
- 14.2 Until such time as the Employee furnishes any such documentation contemplated in 14.1 above, the Employer shall pay the Employee at the level for which documentary evidence has been provided.

- 14.3 If within three (3) months of commencing employment an Employee does provide documentary evidence of other previous service or experience not disclosed at the time of commencement, the Employer shall pay the Employee at the appropriate rate as and from the date of commencement that would have been paid from that date had the additional evidence been provided at that time.
- 14.4 If an Employee provides documentary evidence of other previous service or experience not disclosed at the time of commencement after the three (3) month period, the Employee shall be paid a rate appropriate for the previous service or experience then proved but only from the date of providing that evidence to the Employer.
- 14.5 An Employee who is working as a nurse for more than one organisation shall notify the Employer under this Agreement within one (1) 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.
- 14.6 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 three (3) months of that entitlement arising. If that proof is so provided, the Employee shall be paid at the higher rate as and from the particular date. If the documentary evidence is provided outside that three (3) month period, the Employee shall be paid at the higher rate only from the date of proof received.

## **15 OVERTIME**

- 15.1 Subject to subclause 15.2 the Employer may require an Employee to work reasonable overtime at overtime rates and an Employee will work overtime in accordance with such requirement.
- 15.2 An Employee may refuse to work overtime in circumstances where the working of such overtime would result in the Employee working hours which are unreasonable.
- 15.3 For the purposes of subclause 15.2 what is unreasonable or otherwise will be determined having regard to:
- (a) any risk to the Employee's health and safety;
  - (b) the Employee's personal circumstances including any family and carer responsibilities;
  - (c) the nature of the Employee's role and level of responsibility;
  - (d) the needs of the Employer, including patient needs;
  - (e) the notice (if any) given by the Employer of the overtime and by the Employee of their intention to refuse it; and
  - (f) any other relevant matter.
- 15.4 (a) Subject to paragraph (b) hereof, all time worked in excess or prior to the commencement of the rostered daily ordinary hours of work shall be overtime and shall be paid for at the rate of time and one half for the first two (2) hours and double time thereafter in respect of each overtime shift worked. Provided that overtime worked on Sundays shall be paid for at the rate of double time and on public holidays at the rate of double time and one half.

- (b) All time worked by permanent part-time Employees, in excess of the rostered daily ordinary hours of work prescribed for the majority of full-time Employees employed on that shift in the ward or section concerned, shall be 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 shall be paid for at the rate of double time and on public holidays at the rate of double time and one half.

Time worked up to the rostered daily ordinary hours of work prescribed for a majority of the full-time Employees employed on that shift in the ward or section concerned, shall not be regarded as overtime but an extension of the contract hours for that day and shall be paid at the ordinary rate of pay.

- (c) Overtime rates under clause 15.4 will be in substitution for and not cumulative upon the any other penalty rate, including shiftwork loadings, weekend penalty rates prescribed in clause 22: Penalty Rates for Shift Work and Weekend Work or public holiday penalty rates.

- (d) Hours worked by casual Employees, other than casual Assistants in Nursing, in excess of the ordinary hours of work prescribed for the majority of full-time Employees employed on that shift in the ward or section concerned, are to be paid as follows:

- i. Monday to Saturday (inclusive)—150% of the base hourly rate for the first 2 hours and 200% after 2 hours;
- ii. Sunday—200% of the base hourly rate; and
- iii. Public holidays—250% of the base hourly rate.

- (e) Hours worked by casual Assistants in Nursing in excess of the ordinary hours of work prescribed for the majority of full-time Employees employed on that shift in the ward or section concerned, are to be paid as follows:

- i. Monday to Saturday (inclusive)—150% of the casual base hourly rate for the first 2 hours and 200% after 2 hours;
- ii. Sunday—200% of the casual base hourly rate; and
- iii. Public holidays—250% of the casual base hourly rate.

15.5 An Employee recalled to work overtime (including casual Employees) after leaving the Employer's premises shall be paid for a minimum of four (4) hours work at the appropriate overtime rate. If the work required is completed in less than four (4) hours, the Employee shall be released from duty but will be paid in full for the remaining of the four hours not worked.

15.6 An Employee required to work more than 2 hours overtime following the completion of their normal shift will be provided a twenty (20) minute paid meal break, and a further twenty (20) minute break after each subsequent four hours of overtime. The benefits of this subclause shall not apply to permanent part-time Employees, until the expiration of the normal shift for a majority of the full-time Employees employed on that shift in the ward or section concerned.

15.7 An Employee recalled to work overtime after leaving the Employer's premises and who is required to work for more than four hours shall be provided a twenty (20) minute meal break and a further twenty minutes after each subsequent four hours' of overtime.

- 15.8 The meals referred to in subclauses 15.6 and 15.7 of this clause will be provided to the Employee free of charge by the Employer. Where the Employer is unable to provide such meals, an allowance per meal as set out in Schedule 2: Allowances, will be paid to the Employee instead.
- 15.9 If an Employee is recalled to duty during a meal break, they shall be paid at overtime rates for the total period of the meal break.
- 15.10 An Employee who works overtime:
- (a) between the termination of their ordinary work on any day or shift and the commencement of their ordinary work on the next day or shift where they have not had at least ten consecutive hours off duty between these shifts; or
  - (b) on a Saturday, a Sunday or a Public Holiday or on a rostered day off, without having had ten consecutive hours off duty in the twenty- four (24) hours preceding their next day or shift, shall subject to this subclause, be released after completion of the overtime until they have had ten consecutive hours off duty without loss of pay for ordinary working time occurring during such absence.
  - (c) If (a) or (b) above apply, and on the instruction of the Employer such an Employee resumes or continues to work without having had at least ten (10) consecutive hours off duty between shifts, they shall be paid at double time of the appropriate rate applicable on such day until they are released from duty. The Employee will then be entitled to be absent from their next shift until they have had ten (10) consecutive hours off duty, without loss of pay.

**15.11 Time off in Lieu of Overtime**

15.11.1 In lieu of receiving payment for overtime, and where agreed in writing by the Employer, in accordance with this clause, an Employee may be given time off in lieu of overtime (TOIL) on the following basis:

- (a) TOIL will accrued at 150% (that is 1.5 hours of TOIL per 1 hour of overtime worked) and must be taken within four months of it being accrued;
- (b) The Employee must take TOIL at a time agreed by the Employer, which agreement shall not be unreasonably withheld;
- (c) TOIL balances should not exceed 76 hours and where TOIL is in excess of 76 hours, the Employer may direct the employee to access TOIL with not less than 48 hours notice and provided that the employee retains a minimum balance of 38 hours of TOIL;
- (d) Where it is not possible for an Employee to take the TOIL within the four month period, it is to be paid out in the first pay period after the four month period at the appropriate overtime rate based on the rates of pay applying at the time payment is made;
- (e) An Employee cannot be compelled to take TOIL in lieu of overtime;
- (f) An Employee cannot be compelled to accrue TOIL in lieu of being paid overtime;;

- (g) The Employer must maintain records of all TOIL owing to and taken by an Employee;
- (h) Where the overtime connects with the commencement of a normal shift, such overtime shall be regarded as being overtime worked prior to a normal shift as described in clause 15 - Overtime and the Employee shall not be entitled to any minimum payment;
- (i) If, on the termination of the Employee's employment, accrued TOIL has not been taken, the Employer must pay the Employee for the overtime at the overtime rate applicable to the overtime when worked.

## 16 REQUESTS FOR FLEXIBLE WORKING ARRANGEMENTS

16.1 Employees are entitled to request flexible employment arrangements in accordance with the provisions of the NES (refer to Chapter 2, Part 2-2, Division 4 of FW Act) in the following circumstances:

- (a) the Employee is pregnant;
- (b) the Employee is the parent, or has responsibility for the care, of a child who is of school age or younger;
- (c) the Employee is a carer (within the meaning of the *Carer Recognition Act 2010*);
- (d) the Employee has a disability;
- (e) the Employee is 55 or older;
- (f) the Employee is experiencing family and domestic violence;
- (g) the Employee provides 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 the member is experiencing family and domestic violence.

16.2 The Employee is not entitled to make the request unless:

- (a) for an Employee other than a casual Employee—the Employee has completed at least 12 months of continuous service with the Employer immediately before making the request; or
- (b) for a casual Employee—the Employee:
  - (i) is, immediately before making the request, a regular casual Employee of the Employer who has been employed on that basis for a sequence of periods of employment during a period of at least 12 months; and
  - (ii) has a reasonable expectation of continuing employment by the Employer on a regular and systematic basis.

16.3 The request must:

- (a) be in writing; and
- (b) set out details of the change sought and the reasons for the change.

- 16.4 The Employer will discuss the request with the Employee and genuinely try to reach an agreement about changes to the Employee's working conditions, taking into consideration:
- the needs of the Employee;
  - consequences for the Employee if changes in working arrangements aren't made; and/or
  - any reasonable business grounds for refusing the Employee's request.
- 16.5 The Employer must give the Employee a written response to the request within 21 days, stating whether the Employer grants or refuses the request and if the request is refused, the reasons for the refusal.
- 16.6 The Employer can only refuse a request if the Employer has complied with clause 16.4 and the parties have not reached agreement, and the Employer has had regard to the consequences of the refusal for the Employee and the refusal is on reasonable business grounds. If a request is refused the written response must include the reasons for the refusal.

Reasonable business grounds include but are not limited to:

- that the new working arrangements requested would be too costly for the Employer;
- that there is no capacity to change the working arrangements of other Employees to accommodate the new working arrangements requested;
- it would be impractical to change the working arrangements of other Employees, or recruit new Employees, to accommodate the new working arrangements requested;
- the request would result in a significant loss of efficiency or productivity or have a significant negative impact on customer service.

## **17 LABOUR FLEXIBILITY**

- 17.1 An Employer may direct an Employee to carry out such duties that 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.
- 17.2 Any Employer may direct an Employee to carry out duties and use such equipment as may be required provided that the Employee has been properly trained or has otherwise acquired the necessary skills in the use of such equipment. Any such direction issued by the Employer shall be consistent with the Employer's responsibility to provide a safe and healthy working environment for Employees and the Employer's duty of care to patients.

## **18 PERMANENT PART-TIME EMPLOYEES**

- 18.1 A permanent part-time Employee is one who is permanently appointed by the Employer to work a specified number of hours which are less than those prescribed for a full-time Employee. By agreement between Employer and Employee, the specified number of hours may be balanced over a week, a fortnight or four weeks, provided that the average weekly hours shall be deemed to be the specified number of hours for the purposes of accrual of annual leave.

Provided further that there shall be no interruption to the continuity of employment merely by reason of an Employee, whose hours are balanced over a fortnight or over four

weeks, not working in any one week in accordance with this subclause.

18.1.1 An Employee whose hours are averaged over four (4) weeks shall be paid each week or fortnight according to the Employee's average weekly or fortnightly hours as is appropriate.

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

18.3 Permanent part time Employees shall be paid an hourly rate calculated on the basis of one thirty-eighth of the appropriate rate prescribed by clause: 9 Payment and Particulars of Wages, of this Agreement and, where applicable, one thirty-eighth of the appropriate allowance or allowances prescribed by clause: 24 Special Allowances, of this Agreement.

Permanent part time Employees will be paid a minimum payment of four (4) hours for each start (unless mutually agreed by the Employer and the Employee for education purposes). Permanent part time Employees shall not be entitled to an additional day off or part thereof, as prescribed by subclauses 11.3 and 11.6 of clause 11: Ordinary Hours of Work and Break Time of Employees.

18.4 Employees engaged under this clause shall be entitled to all other benefits of this Agreement not otherwise expressly provided for herein in the same proportion as their ordinary hours of work bear to full-time hours.

18.5 Any additional shifts that arise due to the need of the Employer to supplement the workforce and/or respond to fluctuations caused by absence or emergency shall be offered to casual and permanent Employees who possess the required skills by the relevant Manager. Additional shift allocations will be offered in a manner that takes into account any requests by permanent part time Employees to work hours that are additional to their contracted hours in any given pay period. Any grievance regarding this matter shall be dealt with under the grievance procedures.

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

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

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

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



## **19 CASUAL EMPLOYEES**

19.1 A casual Employee is a casual employee in accordance with section 15A of the FW Act.

19.2 Casual hourly rate

For each ordinary hour worked, a casual Employee must be paid:

- (a) the minimum hourly rate applicable to their classification and pay point; and
- (b) a loading of 25% of the minimum hourly rate applicable to their classification and pay point, for the classification in which they are employed.

The minimum hourly rate plus the 25% casual loading is the 'casual hourly rate'.

19.3 The minimum period of engagement of a casual Employee is four (4) hours, unless mutually agreed by the Employer and the Employee for education purposes.

19.4 Where a casual Employee has been notified by the Employer of a time to commence an engagement and that engagement is subsequently cancelled by the Employer with less than two hours' notice the casual Employee must be paid a minimum payment of two hours calculated at the rate which would have been applied had the cancellation not occurred.

19.5 A casual Employee will be paid shiftwork loadings prescribed in clause 22.1 (i.e. the loadings for ordinary shift hours worked on a weekday) calculated on the minimum hourly rate of pay applicable to their classification and pay point (i.e. excluding the casual loading) with the casual loading prescribed in clause 19.2 then added to the penalty rate of pay.

## **20 CASUAL CONVERSION**

20.1 This clause only applies to a regular casual Employee.

20.2 A regular casual Employee means a casual Employee who is employed by an Employer on a regular and systematic basis (that is: consistent numbers of hours of work in each roster cycle) for a period of employment of at least six months.

20.3 A regular casual Employee who has been engaged by the Employer for at least six months, may apply to the Director of Clinical Services (subject to the provisions of this clause) to have their employment converted to full-time or regular part-time employment.

20.4 The Employer may consent to or refuse the application but may only refuse the application on reasonable business grounds based on facts that are known or reasonably foreseeable. The Employer will respond in writing to the Employee's application within 21 days of the application. If the application is refused the Employer's written response will include reasons for the refusal.

Sections 66F to 66J of FW Act provide additional provisions which a casual Employee can use to request the conversion of their employment to permanent employment.

20.5 Nothing in this clause obliges a casual Employee to convert to full time or regular part-time employment, nor permits the Employer to require a casual Employee to so convert.

## 21 PROPORTION

Except in cases of emergency not more than four Enrolled Nurses and/or Assistants in Nursing to each Registered Nurse shall be employed in the hospital and for this purpose a Director of Clinical Services shall count. Provided that the proportions specified by this clause may be altered in respect of any particular hospital by agreement between the hospital concerned and the Association.

## 22 PENALTY RATES FOR SHIFT WORK AND WEEKEND WORK

### 22.1 Shift work loadings

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

- (a) Afternoon shift commencing between 10.00 am and 1.00 pm - 10%;
- (b) Afternoon shift commencing between 1.00 pm and 4.00 pm - 12.5%;
- (c) Night shift commencing between 4.00 pm and 4.00 am - 15% (and from the first full pay period on / after 1 July 2026, this penalty rate will be 20%);
- (d) Night shift commencing between 4.00 am and - 6.00 am - 10%.

22.1.2 For the purposes of this clause afternoon and night shifts shall be defined as follows:

- (a) "Afternoon shift" means a shift which commences between 10.00 am and 4.00 pm;
- (b) "Night Shift" means a shift which commences between 4.00 pm and 6.00 am on the following day.

### 22.2 Saturday and Sunday Work

22.2.1 Where an Employee is rostered to work ordinary hours between midnight Friday and midnight Saturday, the Employee will be paid 150% of their ordinary hourly rate (150% of the casual hourly rate in the case of a casual Assistant in Nursing) for the hours worked during this period.

22.2.2 Where an Employee is rostered to work ordinary hours between midnight Saturday and midnight Sunday, the Employee will be paid 175% of their ordinary hourly rate (175% of the casual hourly rate in the case of a casual Assistant in Nursing Employee) for the hours worked during this period.

22.3 These extra rates shall be in substitution for and not cumulative upon the shift premiums prescribed in the subclause 22.1 of this clause. The additional payments prescribed by this clause shall not form part of the Employee's ordinary pay for the purposes of this agreement, except as provided in clause 26: Annual Leave, of this Agreement.

22.4 Preserved penalty rate

- (a) This subclause shall only apply to Employees who work an entire ordinary time shift in a discrete designated day procedure ward or unit which routinely functions between the hours of 7.00 am and 6.00 pm;
- (b) This subclause shall not apply to any Employee whose employment commenced prior to 15 December 1994 and who has been employed on a continuous basis since that date;
- (c) An Employee to whom this subclause applies shall not be entitled to an additional penalty rate payment for ordinary time worked prior to 6.00 pm on any week day;
- (d) An Employee to whom this subclause applies shall be paid, in addition to their ordinary rate, a penalty payment at the rate of 15% for all ordinary time worked after 6.00 pm on any weekday.

22.5 "Ordinary rate" and "ordinary time" for this clause only, includes amounts payable under clause 24: Special Allowances subclause 24.3.

**23 UNIFORM AND LAUNDRY ALLOWANCES**

23.1 All nursing staff are required to wear the Employer approved uniform while on duty.

23.2 An Employee, on leaving the service of the Employer, shall return any uniform or part thereof supplied by the Employer which is still in use immediately prior to leaving. An Employee who has been provided a uniform by the Employer, and who fails to return it upon termination, or upon request, will be required to pay a reasonable amount to the Employer for the cost of this uniform.

23.3

- (a) In lieu of supplying uniforms, the Employer may pay the Employee the sum set out in Schedule 2: Allowances;
- (b) If the uniforms of an Employee are not laundered at the expense of the Employer an allowance of the sum set out in Schedule 2: Allowances shall be paid to the Employee. Provided that the payment of such laundry allowance shall not be made to any Employee on absences exceeding one week;
- (c) Where the Employer requires any Employee to wear headwear, the hospital shall provide headwear free of charge to the Employee;
- (d) The allowances referred to in subclause 23.3 are also payable during any period of paid leave.

**24 SPECIAL ALLOWANCES**

24.1

- (a) A Registered Nurse in charge of a shift in a ward or unit during the day, evening or night in the absence of the Nursing Unit Manager shall be paid, in addition to their appropriate salary whilst so in charge the sum set out in Schedule 2: Allowances per shift. This subclause shall only apply where the Registered Nurse is in charge of one or more other nurses in the ward or unit in question.

- (b) A Registered Nurse in charge of a shift in a theatre in the afterhours (eg afternoon or night) and in the absence of the Nursing Unit Manager, shall be paid, in addition to their appropriate salary whilst so in charge the sum set out in Schedule 2: Allowances per shift. This subclause shall only apply where the Registered Nurse is in charge of one or more other nurses in the theatre.
  - (c) This subclause shall not apply to Registered Nurses holding classified positions of a higher grade than that of Registered Nurse.
- 24.2
- (a) An Employee required by the Employer to be on call otherwise than as provided for in paragraph (b) shall be paid the sum set out in Schedule 2: Allowances for each period of 24 hours or part thereof with a minimum payment of eight hours at that rate provided that only one allowance shall be payable in any period of 24 hours.
  - (b) An Employee required to be on call on rostered days off in accordance with subclause 11.19 shall be paid the sum set out in Schedule 2: Allowances for each period of 24 hours or part thereof with a minimum payment of eight hours at that rate provided that only one allowance shall be payable in any period of 24 hours.
  - (c) An Employee who is directed to remain on call during a meal break shall be paid an allowance of the sum set out in Schedule 2: Allowances provided that no allowance shall 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 (a) above. If an Employee is recalled to duty during such meal break, they shall be paid at overtime rates for the total period of the meal break.
  - (d) Where an Employee on call leaves work and is recalled to duty, they shall be reimbursed all reasonable fares and expenses actually incurred provided that where an Employee uses a motor car in these circumstances the allowance payable shall be the transport rate prescribed from time to time by the NSW Health Department. The provisions of this paragraph shall apply to all Employees.
  - (e) This subclause shall apply to all classifications up to and inclusive of the Nurse Unit Manager classifications.
- 24.3 An Employee required to wear a lead apron shall be paid an allowance of the sum set out in Schedule 2: Allowances for each hour or part thereof that they are required to wear the apron.

## **25 FARES AND EXPENSES**

- 25.1 An Employee required to travel in the performance of their duties shall be paid all reasonable out of pocket expenses (including fares).

## **PART 3 - LEAVE**

### **26 ANNUAL LEAVE**

*This clause does not apply to casual Employee*

- 26.1 Annual leave is provided for in the NES. In addition to the NES the Employer will offer the

following additional benefits to Employees:

- (a) Employees required to work on a seven (7) day basis – are entitled to a total of six (6) weeks annual leave per year.
- (b) Employees required to work on a seven day basis are shift workers for the purposes of the NES. The additional week of annual leave provided to shift workers in the NES is included in the six weeks of annual leave provided in this sub-clause.
- (c) All other Employees - four (4) weeks annual leave per year.

26.2 An Employee is required to give at least 4 weeks' notice (or less by agreement) of intended leave dates to their Manager who has final approval and will notify the Employee.

26.3 Nothing shall prevent the Employer, in agreement with the Employee, to prevent taking annual leave prior to it being accrued.

26.4 Permanent part time Employees are entitled to annual leave on a pro rata basis.

26.5 Annual leave loading of 17.5% will be paid to all Employees whilst they are on annual leave.

26.6 Where an Employee who is a shift worker as defined in clause 8: Definitions of this Agreement, takes annual leave they shall be paid the loading set out in subclause 26.7 of this clause. Provided however, that if the amount to which the Employee would have been entitled by way of shift work allowances and weekend penalty rates for the ordinary time (not including time on a public holiday) the Employee would have worked during the period of the holiday exceeds the loading calculated in accordance with this clause, then that amount shall be paid to the Employee.

26.7 On termination of employment Employees will be paid the balance of any untaken annual leave and annual leave loading.

26.8 **Excessive accumulated annual leave**

26.8.1 The Employer may direct an Employee who has an excessive accrual of annual leave to take annual leave in accordance with the following:

- a) An Employee has an excessive leave accrual if:
  - i. the Employee (who is entitled to 4 weeks leave per annum) has accrued more than eight (8) weeks' paid annual leave; or
  - ii. the Employee (who is entitled to 6 weeks annual leave per annum) has accrued more than twelve (12) weeks paid annual leave
- b) If the Employee has an excessive leave accrual, the Employer and the Employee will genuinely try to reach agreement on how the Employee is to reduce or eliminate the excessive leave accrual;
- c) If the Employer has genuinely tried to reach an agreement with the Employee to reduce their excessive leave accrual but an agreement is not reached, the Employer may direct the Employee in writing to take one or more periods of paid annual leave. The direction must not result in the

Employee's remaining accrued entitlement to paid annual leave being less than six (6) weeks when any other paid annual leave arrangements are taken into account. The direction must not require the Employee to take any period of paid annual leave of less than one week and must not require the Employee to take a period of paid annual leave beginning less than eight (8) weeks, or more than 12 months, after the direction is given;

- d) If directed to take excessive leave, the Employer will provide the Employee with written notification of their leave balance and will be asked how and when they will take leave to reduce this balance, including by the submission of an annual leave form. Alternative arrangements may be put in place by the Employer if an Employee is building leave balances in planning for a significant personal occasion or event (such as travel, parental leave, or another special occasion).

#### 26.9 **Cashing out Annual Leave**

An Employee and the Employer can agree to the Employee cashing out accrued unused annual leave on the following conditions:

- (a) the Employee must elect in writing to receive pay in lieu of an amount of annual leave;
- (b) the Employee must be paid at least the full amount that would have been payable to the Employee had the Employee taken the leave that the Employee has forgone;
- (c) any cashing out arrangement must leave the Employee with at least four (4) weeks remaining accrued annual leave after the amount is cashed out;
- (d) nothing in this clause requires the Employer to agree to the Employee cashing out the annual leave.

### 27 **SHUTDOWN PROVISION**

27.1 The Employer may temporarily close part or the whole of the hospital for a period not exceeding four weeks. Where practicable, the employer will give at least two (2) months, but in any event no less than six weeks, notice of the dates of the closedown; all prospective employees will be advised of any closedown in the letter offering them employment.

27.2 An employee with an entitlement to annual leave and/ or accumulated Additional Days Off (ADOs) and/ or banked hours sufficient to cover the closedown period will be required to access their accumulated annual leave and / or ADOs and / or banked hours for the period of the closedown. The employee may choose the combination of annual leave, accrued ADOs and bank hours that she or he will use to cover the closedown period.

27.3 Where an employee has an entitlement to annual leave which is less than the period of the closedown, she or he will have to choose one of the following four options to cover the difference between their current annual leave entitlement and the length of the closedown:

- (a) temporary reassignment to another part of the Hospital; or
- (b) access any accrued ADOs; or

- (c) take annual leave in advance; or
- (d) take banked hours; or
- (e) take leave without pay.

By mutual agreement between the employer and employee, more than one of the options available under this sub-clause 27.3 may be used to cover the difference between an employee's current annual leave entitlement and the length of the closedown.

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

## 28 EXTRA LEAVE

28.1 In addition to the leave prescribed above Employees who work their ordinary hours on Sundays and/or public holidays are entitled to receive Extra 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
4-10	1 day
11-17	2 days
18-24	3 days
25-31	4 days
32 or more	5 days

### Purchased Leave

28.2 A full-time or part-time Employee may apply to purchase an additional two week paid leave. Purchased leave is where Employees have planned absences of up to two weeks leave which is funded by salary deductions spread evenly over the year over which it is purchased.

28.3 Approval is subject to mutual agreement of the Employee and Employer and is subject to operational needs.

28.4 Due to the reduction in the hourly rate of pay as specified in subclause 28.2 the Employee shall take all leave accrued under the purchased leave arrangements within the 12 months over which it is purchased, unless approval for alternate arrangements is obtained from the Employer.

28.5 Employees may not alter such election as specified in the above sub clauses during the year except with the agreement of the Employer. Where the Employee ceases to receive additional leave, the Employee will revert back to the normal ordinary rate of pay that would have applied had the Employee not purchased the leave.

28.6 Where an Employee leaves the Employer during a year in which purchased leave has been

approved, final payment will be adjusted to take account of deductions not yet made and leave not taken.

## 29 PUBLIC HOLIDAYS

29.1 For the purpose of this Agreement, the following are public holidays: New Year's Day, Australia Day, Good Friday, Easter Saturday, Easter Sunday, Easter Monday, Anzac Day, King's Birthday, Local Labour Day, Christmas Day, and Boxing Day and any other day declared or prescribed as a public holiday by or under the *NSW Public Holiday Act 2010*.

29.2 In addition to those public holidays specified above, Employees shall be entitled to an extra public holiday each year. Such public holiday shall occur between Christmas and New Year within the days Monday to Friday inclusive and shall not coincide with a date that is already a gazetted public holiday. The date of the extra public holiday shall be nominated by the Employer before 1st July each year. This extra public holiday shall apply in substitution for any local public holidays proclaimed e.g. Race Day/Show Day and in substitution for any Bank holiday proclaimed in New South Wales.

29.3 Employees wishing to be absent from duties on Race or Show Day may arrange for annual leave or leave without pay to be taken subject to agreement being reached with their Manager.

29.4 A public holiday occurring on an ordinary working day will be allowed to Employees on full pay; provided that an Employee who is required to and does work on a public holiday shall have one day or one half day, as appropriate, added to their period of annual leave and be paid at the rate of one half time extra for the time actually worked.

Such payment is in lieu of any additional rate for shift work or weekend work which would otherwise be payable had the day not been a public holiday.

The Employee may not alter such election during the year except with the agreement of the Employer. Where payment is made in lieu of leave in respect of the time worked on a public holiday payment shall be made for a minimum of four hours work, and any balance of the day or shift not worked shall be paid at ordinary rates.

29.5 Full time employee – public holiday, rostered day off

Where a public holiday falls on a rostered day off of a shift worker as defined in clause 8: Definitions, of this Agreement, and who receives four (4) weeks annual leave in accordance with clause 26.1 (b) such shift worker shall be paid one day's pay in addition to the weekly rate or, if the Employee elects, shall have one day added to the period of annual leave.

29.6 Part time employee – public holiday, rostered day off

A part-time Employee who is ordinarily not required to work on the day of the week on which a particular holiday is observed shall not be entitled to any benefit for any such public holiday unless they are required to work on the public holiday.

A part-time Employee who is ordinarily required to work on the day of the week on which a public holiday is observed shall be entitled to be paid for their ordinary hours of work on that day.



In determining whether a part-time Employee who works a rotating roster is entitled to receive the benefits for a particular public holiday where they do not have rostered hours of work on the public holiday, the Employer will determine this by reviewing the roster pattern of the employee over the preceding 26 weeks. If the rosters show that the Employee has worked 50% or more on the days on which a particular public holiday falls, the Employee shall be entitled to receive the rostered off benefit for that public holiday. The payment will be equal to the average number of hours worked by the employee on those days.

*Example:* An Employee works a rotating roster where the days and times they work vary from week to week. A public holiday falls on a Monday and the Employee is not required to work on the public holiday. In the preceding 26 weeks the Employee has worked on 50% of the Mondays, and has worked an average of 6 hours on these Mondays. The Employee is entitled to 6 hours pay for the public holiday as the Employee has worked on 50% or more of the day on which the public holiday falls.

### **30 TAKING OF ANNUAL LEAVE AND RDOS**

30.1 The parties acknowledge that it is not beneficial for Employees to have extensive periods of work without regular good quality leisure time. As a result, it is important that annual leave and Rostered Days Off (RDOs) are taken regularly.

30.2 Additional RDOs shall be taken within the roster cycle in which they are accrued unless:

- an alternative arrangement is agreed with the Employee's manager; and
- no more than 5 RDOs are accrued at any time.

### **31 PERSONAL /CARER'S LEAVE**

31.1 (a) Employees are entitled to personal/carer's leave in accordance with the provisions of the NES (refer to Chapter 2, Part 2-2, Division 7 of the FW Act).

(b) Casual Employees have no entitlement to paid personal/carer's leave or compassionate leave, but do have an entitlement of up to 2 days unpaid personal/carers leave on each occasion it is required.

#### **31.2 Entitlement to paid Personal/Carer's Leave**

(a) For each year of service with their Employer, an Employee is entitled to 10 days of paid personal/carer's leave.

(b) 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.

#### **31.3 Taking of Personal/Carer's Leave**

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

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

(b) To provide care or support to a member of the Employee's Immediate Family, or a

member of the Employee's household, who requires care or support because of:

- (i) a personal illness, or personal injury, affecting the member; or
- (ii) an unexpected emergency affecting the member.

**31.4 Payment of Paid Personal/Carer's Leave**

If an Employee takes a period of paid personal/carer's leave, the Employer must pay the Employee at the Employee's base rate of pay for the Employee's ordinary hours of work in the period.

**31.5 Unpaid Carer's Leave**

- (a) An Employee, including a casual Employee, is entitled to 2 days unpaid carer's leave for each occasion when a member of the Employee's Immediate Family, or a member of the Employee's household, requires care or support because of:
  - (i) a personal illness, or personal injury, affecting the member; or
  - (ii) an unexpected emergency affecting the member.
- (b) An Employee may take unpaid carer's leave as:
  - (i) a single continuous period of up to 2 days: or
  - (ii) any separate periods agreed with the Employer.
- (c) An Employee is entitled to unpaid carer's leave for a particular occasion only if the Employee cannot take an amount of paid personal/carer's leave.

**31.6 Notice and Evidence Requirements**

- (a) To be entitled to leave under clause 31 an Employee must give the Employer notice of the period, or expected period of the leave as soon as reasonably practicable (which may be at a time before or after the leave has started) that the Employee is (or will be) absent from his or her employment;
- (b) An Employer may require an Employee to provide evidence that would satisfy a reasonable person that the leave was taken for a permissible reason or occasion.
- (c) To be entitled to personal leave during the period, the Employee may be required to give the Employer as soon as reasonably practicable (which may be at a time before or after the personal leave has started) either:
  - (i) a medical certificate from a medical practitioner stating that in their opinion, the Employee was, is, or will be unfit for work during the period because of a personal illness or injury; or
  - (ii) a statutory declaration made by the Employee stating that the Employee was, is, or will be unfit for work during the period because of a personal illness or injury.
- (d) To be entitled to carer's leave during the period, the Employee may be required to give the Employer as soon as reasonably practicable (which may be at a time before or after the carer's leave has started) either:
  - (i) a medical certificate from a medical practitioner stating that in their opinion the member requires or required care and support during the period due to

personal illness or injury; or

- (ii) a statutory declaration made by the Employee stating that 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 personal illness, or injury, of the member or an unexpected emergency affecting the member.

### 31.7 **Service**

- (a) A period of personal/carer's leave or compassionate leave does not break an Employee's continuity of service.
- (b) Paid personal/carer's or compassionate leave counts as service for all purposes.
- (c) Unpaid personal/carer's and compassionate leave:
  - (i) count as service for requests for flexible working arrangements, parental leave and related entitlements and for notice of termination or payment in lieu of notice;
  - (ii) do not count as service for other purposes.

31.8 Subject to the provision of a satisfactory medical certificate and personal leave being due, long service leave shall be re-credited where an illness of at least one week's duration occurs during the period of leave. Provided that the period of leave does not occur prior to retirement, resignation or termination of services and provided that the Employer is satisfied on the circumstances and the nature of the incapacity.

31.9 Subject to the provision of a satisfactory medical certificate and personal leave being due, annual leave shall be re-credited where an illness occurs during the period of leave.

31.10 An Employee shall not be entitled to paid personal leave for any period in respect of which such Employee is entitled to workers' compensation. Provided, however that an Employer shall pay to an Employee who has personal leave entitlement under this clause the difference between the amount received as workers' compensation and ordinary pay. The Employees sick leave entitlement under this clause shall, for each week during which such difference is paid, be reduced by that proportion of 38 hours which the difference paid bears to ordinary pay.

## 32 **BEREAVEMENT LEAVE/ COMPASSIONATE LEAVE**

### 32.1 **Compassionate Leave**

An Employee, other than a casual Employee, shall be entitled up to two days paid compassionate leave, for each occasion when:

- (i) a member of an Employee's Immediate Family contracts or develops a personal illness that poses a serious threat to their life; or sustains a personal injury that poses a serious threat to their life;
- (ii) a child is stillborn, where the child would have been a member of the Employee's Immediate Family, or a member of the Employee's household, if the child had been born alive; or
- (iii) the Employee, or the Employee's current spouse or current de facto partner,

has a miscarriage. Where a miscarriage results in a stillborn child, the Employee may access parental leave.

32.2 In addition, compassionate leave with pay shall be granted in extraordinary or emergent circumstances where an Employee is forced to be absent from duty because of an urgent pressing necessity, and such leave as is granted should be limited to the time necessary to cover the immediate emergency.

32.3 An absence occasioned by personal exigencies which might fairly be regarded as an obligation on the Employee, rather than the Employer, may be covered by the grant of leave without pay, or if the Employee so desires, charged against available annual leave credits.

32.4 **Bereavement Leave**

(i) An Employee, other than a casual Employee, shall be entitled to up to three days paid bereavement leave, on each occasion of the death of a person as prescribed in paragraph (iii) of this subclause. Provided that where the Employee is involved in making funeral arrangements, travelling, etc., the leave allowed will be up to four days. Leave with pay would not ordinarily be granted for the death or attendance at a funeral for relatives not outlined in paragraph (iii) unless special circumstances exist, e.g., the Employee resided with the deceased.

(ii) The Employee must notify the Employer as soon as practicable of the intention to take bereavement leave and will provide to the satisfaction of the Employer proof of death.

(iii) Bereavement leave is available to Employees when a member of their Immediate Family or household dies. The Employee need not have been responsible for the care of the person concerned.

(iv) An Employee shall not be entitled to bereavement leave under this clause during any period in respect of which the Employee has been granted other leave.

(v) Bereavement leave may be taken in conjunction with other leave available. In determining such a request, the Employer will give consideration to the circumstances of the Employee and the reasonable operational requirements of the business.

32.5 **Notice and Evidence Requirements**

(a) To be entitled to leave under clause 32 an Employee must give the Employer notice of the period, or expected period of the leave as soon as reasonably practicable (which may be at a time before or after the leave has started) that the Employee is (or will be) absent from their employment;

(b) An Employer may require an Employee to provide evidence that would satisfy a reasonable person that the leave was taken for a permissible reason or occasion.

(c) To be entitled to compassionate leave during the period, the Employee may be required to give the Employer as soon as reasonably practicable (which may be at a time before or after the compassionate leave has started):

(i) a medical certificate from a medical practitioner stating that in their opinion the family member is suffering from an illness or injury that poses a serious threat to the member's life; or

- (ii) a statutory declaration made by the Employee stating that the Employee requires or required leave during the period due to the death of the family member.
- (d) To be entitled to bereavement leave during the period, the Employee may be required to give the Employer as soon as reasonably practicable (which may be at a time before or after the bereavement leave has started):
  - (i) a statutory declaration made by the Employee stating that the Employee requires or required leave during the period due to the death of the immediate family member or member of their household.

### 33 LONG SERVICE LEAVE

- 33.1 For long service leave falling due prior to 20th February 1981, see *Long Service Leave Act 1955*.
- 33.2 For long service leave falling due after 20th February 1981 the following provisions shall apply:
  - 33.2.1 Every Employee after ten years' continuous service with the same Employer shall be entitled to two months' long service leave on full pay. After fifteen years' continuous service to an additional one month's long service leave on full pay and for each five years' continuous service thereafter to an additional one and one half months' long service leave on full pay. Such leave shall be taken at a time to be mutually arranged between the Employer and the Employee.
  - 33.2.2 Where the service of an Employee with at least five years' service is terminated, the Employee shall be entitled to one month's long service leave on full pay and for service after 5 years to a proportionate amount of such leave on full pay calculated on the basis of 2 months' long service leave for 10 years' service.
- 33.3 Where an Employee has acquired a right to long service leave under subclause 33.2 of this clause, then and in every such case:
  - (a) If before such leave has been entered upon the employment of such Employee has been terminated such Employee shall be entitled to receive the monetary value of the leave to which such Employee has been entitled computed at the rate of salary which such Employee had been receiving immediately prior to the termination of employment.
  - (b) If such Employee dies before entering upon such long service leave, or if after having entered upon the same, dies before its termination, the monetary value of the leave not taken or not completed shall be paid to the Employee's personal representative, and computed at the rate of salary which the Employee had been receiving at the time of death.
- 33.4 For the purpose of this clause:
  - 33.4.1 Continuous service with the same Employer prior to the coming into force of this Agreement shall be taken into account;
  - 33.4.2 One month equals four and one-third weeks;

33.4.3 Continuous service shall be deemed not to have been broken by:

- (a) any period of absence on leave without pay not exceeding six months;
- (b) absence of an Employee from the Employer whilst a member of the Defence Forces of the Commonwealth in time of war.

33.5 Any period(s) of part-time employment with the same Employer shall count towards long service leave as provided for in paragraph 33.2 of this clause. Such long service leave shall be paid for on the basis of the proportion that the average number of hours worked per week bears to 38 hours.

33.6 Where an Employee has accrued a right to an allocated day off duty on pay prior to entering a period of long service leave such day shall be taken on the next working day immediately following the period of long service leave.

33.7 An Employee returning to duty from long service leave shall be given the next allocated day off duty in sequence irrespective of whether sufficient credits have been accumulated or not.

33.8 For long service leave entitlements for casual Employees, see *Long Service Leave Act 1955*.

#### 33.9 **Long Service Leave Portability**

The NSW/ACT Catholic Diocesan Employers' Long Service Leave Portability Agreement will be available to Employees of St Vincent's Private Hospital.

### 34 FAMILY AND DOMESTIC VIOLENCE

#### 34.1 **Definitions**

- (a) **Family and Domestic Violence** includes acts or threats of violence, not including acts of self-defence, committed by a current or former spouse of the victim with whom the victim shares a child in common, by a person who is co-habiting with or has co-habited with the victim, by a person who is or has been in a continuing social relationship of a romantic or intimate nature with the victim, or a person who is or has continually or at regular intervals lived in the same household as the victim.

Family and Domestic Violence includes physical, sexual, financial, verbal or emotional abuse by a family member.

An Employee may, for the purposes of this clause, be required to produce suitable evidence of Family and Domestic Violence. Such evidence may include documents issued by the Police Service, a Court, a Domestic Violence Support Service, a Lawyer or a counselling professional or other evidence as required by the Employer.

- (b) A **family member** includes:
  - I. A spouse, de facto partner, child, grandparent, grandchild or sibling of the Employee; or
  - II. A child, parent, grandparent, grandchild or sibling of a spouse or de facto partner of the Employee; or

III. A person related to the Employee according to Aboriginal and Torres Strait Islander kinship rules.

(c) A reference to a spouse or de facto partner in the definition of family member in clause 34,1 (b) includes a former spouse or de facto partner.

#### **34.2 Measures**

- (a) No adverse action will be taken against an Employee on the basis of being the victim of Family and Domestic Violence.
- (b) All personal information concerning Family and Domestic Violence will be kept confidential and relevant legislation.
- (c) The Employer will identify a contact within the organisation with whom the Employee can make contact for the purposes of this clause.
- (d) An Employee experiencing family and domestic violence may be referred to the Employee Assistance Program (EAP) and/or other local resources that include professionals trained specifically in family and domestic violence.
- (e) Upon receipt of a reasonable request from an Employee who has satisfied the criteria of this clause, the Employer will, subject to operational requirements, facilitate flexible working arrangements, which may include:
  - i. changes to working times and to work location;
  - ii. changes to telephone numbers and/or email addresses.
  - iii. any other appropriate measure including those available under existing provisions for family friendly and flexible work arrangements.

#### **34.3 Paid Leave**

- (a) An Employee (including casual Employees) who has provided reasonable evidence to the Employer of being the direct victim of Family or Domestic Violence and may utilise the following leave entitlements for medical appointments, legal proceedings and other activities related to Family and Domestic Violence in accordance with the NES:
  - i. Up to fifteen (15) days' paid leave on ordinary pay per calendar year to be used for absences from the workplace.
  - ii. Where leave entitlements in sub-clauses(i) above are exhausted the Employer shall permit access to unused Annual Leave and when exhausted unpaid leave.

### **35 COMMUNITY SERVICES LEAVE**

35.1 Employees are entitled to community service Leave in accordance with the provisions of the NES (refer to Chapter 2, Part 2-2, Division 8 of the FW Act).

35.2 Eligible community service activities entitle an Employee, acting reasonably, to be absent from employment for periods including:

- (a) time when the Employee engages in the activity;
- (b) reasonable travelling time associated with the activity;
- (c) reasonable rest time immediately following the activity.

And include:

- (a) Jury service (including attendance for jury selection) that is required by or under a law of the Commonwealth, a State or a Territory; or
- (b) a voluntary emergency management activity; or
- (c) an activity prescribed in regulations made for the purpose of subsection (4).

### **36 CEREMONIAL LEAVE**

An Employee who is required by Aboriginal and Torres Strait Islander tradition to be absent from work for Aboriginal or Torres Strait Islander ceremonial purposes will be entitled to up to ten (10) working days unpaid leave in any one year, with the approval of the Employer.

### **37 PARENTAL LEAVE**

37.1 Employees are entitled to parental leave in accordance with the provisions of the FW Act, as amended from time to time in addition to the provisions of this clause.

37.2 The provisions of this clause apply to all permanent full time Employees covered by this Agreement. Permanent part-time Employees (as specified) are entitled to parental leave after twelve (12) months continuous service. Eligible casual Employees are also entitled to pro-rata parental leave after twelve (12) months continuous service. Full-time and part-time Employees, who are eligible for unpaid parental leave, will also be entitled to paid parental leave at ordinary pay, from the date the parental leave commences.

37.3 Permanent Employees are entitled to one type of paid parental leave after forty (40) weeks continuous service (Eligible Employees) as follows:

- (a) ten (10) weeks' paid primary carer leave for an employee who will be the primary carer of the child at the time of the birth of the child or in the case of adoption, at the time of placement of the child with the Employee; or

The paid leave referred to at clause 37.3(a) will increase to 14 weeks in relation to any parental leave taken in relation to a birth or adoption occurring after 1 October 2026.

- (b) two (2) weeks' paid partner leave for an employee who will not be the primary carer of the child at the time of the birth of the child or in the case of adoption, at the time of placement of the child with the Employee.

#### **Conditions**

- (c) The leave may commence up to six (6) weeks prior to the expected date of birth.
- (d) It is not compulsory for an Employee to take this period off work. However, if an Employee decides to work during this period it is subject to the Employee



being able to perform satisfactorily the full range of normal duties;

- (e) Paid parental leave may be paid: on a normal fortnightly basis, in advance in a lump sum, at the rate of half pay over twice the period.

**37.4 Unpaid Parental Leave**

An Employee is entitled to a further period of unpaid parental leave of not more than twelve (12) months after the actual date of birth;

**37.5 Applications**

An Employee who intends to take parental leave should notify the Employer in writing of such intention as early as possible, so that arrangements associated with their absence can be made. Written notice of not less than eight (8) weeks prior to the commencement of the leave should accordingly be given. This notice must include a medical certificate stating the expected date of birth and should also indicate the period of leave desired.

**37.6 Variation after commencement of Leave**

After commencing parental leave, an Employee may vary the period of their maternity leave, once without the consent of their Employer and otherwise with the consent of their Employer. A minimum of four (4) weeks' notice must be given, although an Employer may accept less notice if convenient.

**37.7 Effect of Parental Leave on Accrual of Leave, Increments etc.**

When the Employee has resumed duties, any period of full pay leave is counted in full for the accrual of recreation leave and any period of parental leave on half pay is taken into account to the extent of one half thereof when determining the accrual of recreation leave.

Except in the case of Employees who have completed ten (10) years' service the period of parental leave without pay does not count as service for long service leave purposes.

Where the Employee has completed ten (10) years' service the period of parental leave without pay shall count as service provided such leave does not exceed six (6) months. Parental leave without pay does not count as service for incremental purposes. Periods of parental leave at full pay and at half pay are to be regarded as service for incremental progression on a pro-rata basis. Where public holidays occur during the period of paid parental leave, payment is at the rate of parental leave received i.e., public holidays occurring in a period of full pay parental leave are paid at full rate and those occurring during a period of half pay leave are paid at half rate.

**37.8 Illness associated with Pregnancy**

If because of an illness associated with her pregnancy an Employee is unable to continue to work then she can elect to use any available paid leave (sick, recreation and/or long service leave) or to take sick leave without pay. Where an Employee is entitled to paid parental leave, but because of illness, is on sick, recreation, long service leave or sick leave without pay prior to the birth, such leave ceases four weeks prior to the expected date of birth. The Employee then commences parental leave with the normal provisions applying.

**37.9 Transfer to more suitable position**

Where because of an illness or risk associated with her pregnancy, an Employee cannot carry out the duties of her position, an Employer is obliged, as far as practicable, to provide employment in some other position that she is able to satisfactorily perform. A position to which the Employee is transferred under these circumstances will be paid at

the ordinary rate and minimum contracted hours as to which the Employee was paid directly prior to the transfer for the duration of the risk period.

**37.10 Miscarriages**

In the event of a miscarriage any absence from work is to be covered by the current personal/carers leave provisions and compassionate leave (see clause 31.2).

**3737.11 Stillbirth**

In the case of a stillbirth, as defined in, section 77A of the FW Act, those provision will apply so the Employee is taken to be entitled to the unpaid parental leave, despite the stillbirth of the child. This does not limit the Employee's ability to take any other form of paid or unpaid leave.

**37.12 Effect of Premature Birth on payment of Parental Leave**

An Employee who gives birth prematurely, and prior to proceeding on parental leave shall be treated as being on parental leave from the date leave is commenced to have the child. Should an Employee return to duty during the period of paid parental leave, such paid leave ceases from the date duties are resumed.

**37.13 Return for less than full time hours**

Employees may make application to their Employer to return to duty for less than the full-time hours they previously worked by taking weekly leave without pay. Such return to work is to be according to the following principles:

- (a) The Employee is to make an application for leave without pay to reduce her/his full-time weekly hours of work. This application should be made as early as possible to enable the Employer to make suitable staffing arrangements. At least four (4) weeks' notice must be given.
- (b) Wages and other conditions of employment are to be adjusted on a basis proportionate to the Employee's full-time hours of work; i.e. for long service leave the period of service is to be converted to the full-time equivalent and credited accordingly.
- (c) It should be noted that Employees who return from parental leave under this arrangement remain full-time Employees.

**37.14 Further pregnancy while on parental leave**

Where an Employee becomes pregnant whilst on parental leave, a further period of parental leave may be granted. Should this second period of parental leave commence during the currency of the existing period of parental leave, then any residual parental leave from the existing entitlement lapses.

**37.15 Adoption Leave**

**37.15.1 Eligibility**

To be eligible for paid adoption leave an Employee must have completed at least forty (40) weeks continuous service prior to the date of taking custody of the child. Casual Employees are not eligible for paid adoption leave.

An Employee who has once met the conditions of paid adoption leave, will not be required to again work the forty (40) weeks continuous service in order to qualify for further periods of paid adoption leave, unless;

- i. there has been a break in service where the Employee has been reemployed or re-appointed after a resignation, medical

retirement, or after their services have been otherwise dispensed with; or

- ii. the Employee has completed a period of leave without pay of more than forty (40) weeks. In this context, leave without pay does not include sick leave without pay, parental leave without pay, or leave without pay associated with an illness or injury compensable under the *Workers Compensation Act, 1987*.

#### **37.15.2 Paid Adoption Leave Entitlement**

- (a) Eligible Employees are entitled to paid adoption leave of ten (10) weeks at the ordinary rate of pay from and including the date of taking custody of the child;
- (b) Paid adoption leave may be paid on a normal fortnightly basis, in advance in a lump sum, at the rate of half pay over a period of twenty (20) weeks on a regular fortnightly basis;  
In accordance with clause 37.3, the paid leave available to a primary carer in relation to adoption will increase to 14 weeks for an adoption occurring after 1 October 2026.
- (c) Recreation and/or long service leave credits can be combined with periods of adoption leave at half pay to enable an Employee to remain on full pay for that period.

#### **37.15.3 Unpaid Adoption Leave**

An Employee is entitled to a further period of unpaid parental leave of not more than twelve (12) months after taking custody of the child.

#### **37.15.4 Applications**

Due to the fact that an Employee may be given little notice of the date of taking custody of a child, Employees who believe that, in the reasonably near future, they will take custody of a child, should formally notify the Employer as early as practicable of the intention to take adoption leave. This will allow arrangements associated with the adoption leave to be made.

#### **37.15.5 Variation after commencement of Leave**

After commencing adoption leave, an Employee may vary the period of leave, once without the consent of the Employer and otherwise with the consent of the Employer. A minimum of four (4) weeks' notice must be given, although an Employer may accept less notice if convenient.

#### **37.15.6 Other Provisions for Adoption Leave**

The conditions relating to Staffing Provisions, Effect of Adoption Leave on Accrual of Leave, Increments, Right to return to previous position and Return for Less than Full Time Hours shall be as per parental leave conditions.

#### **37.15.7 Liability for Superannuation Contributions**

During a period of unpaid parental leave or unpaid adoption leave, the Employer will not be required to meet the Employee's superannuation liability.

# PART 4 - OTHER PROVISIONS

## 38 CONSULTATION

### 38.1 Consultation regarding major workplace change

#### 38.1.1 Employer to notify

- (a) Where an Employer has made a definite decision to introduce major changes in production, program, organisation, structure or technology that are likely to have significant effects on Employees, the Employer must notify the Employees who may be affected by the proposed changes and their representatives, if any, which may be the Union.
- (b) Significant effects include termination of employment; major changes in the composition, operation or size of the Employer'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. Provided that where this Agreement makes provision for alteration of any of these matters an alteration is deemed not to have significant effect.

#### 38.1.2 Employer to discuss change

- (a) The Employer must discuss with the Employees affected and their representatives - if any, the introduction of the changes referred to in clause 38.1. Further, the Employer must discuss 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 representatives in relation to the changes.
- (b) The discussions must commence as early as practicable after a definite decision has been made by the Employer to make the changes referred to in clause 38.1.
- (c) For the purposes of such discussion, the Employer must provide in writing to the Employees concerned and their representatives - if any, 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. However, provided that no Employer is required to disclose confidential information the disclosure of which would be contrary to the Employer's interests.
- (d) An Employer or Employee may appoint a representative for the purposes of this clause.

### 38.2 Consultation regarding changes to regular rosters or ordinary hours of work

- (a) Where the Employer proposes to change an Employee's regular roster or ordinary hours of work, the Employer must:
  - i. provide information about the change to the Employee or Employees affected; and

- ii. invite the Employee or Employees affected to give their views about the impact of the change, including any impact in relation to their family or caring responsibilities; and
  - iii. consider any views given by Employees about the impact of the change.
- (b) An Employer or Employee may appoint a representative for the purposes of this clause.
  - i. The identity of the representative must be advised to the other party.
- (c) The obligations under sub-clause (a) shall be read in conjunction with the other Agreement provisions concerning the scheduling of work and notice requirement, including but not limited to clause 11: Ordinary Hours of Work and Break Times of Employees and clause 13: Rosters.
- (d) This clause is to be read in conjunction with other provisions in this Agreement concerning the scheduling of work and notice requirements.
- (e) The requirement to consult under this clause does not apply where an Employee has irregular, sporadic or unpredictable working hours.

### **39 REASONABLE WORKLOADS FOR NURSES AND SAFE STAFFING**

- 39.1 The Employer is committed to ensuring that staffing levels are appropriate, in order to ensure the delivery of high quality patient care and a safe working environment for nurses.
- 39.2 It is acknowledged that existing flexibility in respect of staffing will be maintained. The current practice of staffing based on collaboration between Nursing Administration and ward/unit management will continue on a shift basis, taking into account both occupancy and patient acuity.
- 39.3 In determining whether staffing levels are appropriate, factors that should be considered include (but are not limited to):
- (a) occupancy,
  - (b) patient acuity,
  - (c) the skill level of staff,
  - (d) the availability of support staff, including educators,
  - (e) patient movements,
  - (f) access to training, including e-learning,
  - (g) workplace health and safety,
  - (h) practice within comparative wards/units.
  - (i) obligations arising from professional registration, and
  - (j) professional nursing standards, for example ACORN.

- 39.4 All rostered and unplanned leave will be replaced with a nurse/midwife of at least the same classification level wherever reasonably practicable.

#### **Monitoring staffing at ward/unit meetings**

- 39.5 Staffing is an agenda item for all unit/ward meetings and is to be reviewed collaboratively. Such meetings should occur monthly and are the forum to receive feedback on the progress of any particular Issue regarding staffing. These meetings will be minuted with the minutes displayed in a prominent place.
- 39.6 Rostering patterns, meal breaks, staff mix and access to training are to be reviewed by the team with the specifics of any issues and recommendations for resolution to be presented, in writing, to the Director of Clinical Services.

#### **Resolving staffing issues**

- 39.7 Should any nurse/midwife or group of nurses/midwives in any one ward or unit feel the workloads are unreasonably heavy, on a regular basis, then they have a responsibility to discuss their concerns with their nurse/midwife unit manager (N/MUM). The N/MUM shall investigate any issue that is raised and provide a response to the issues within 48 hours.

- 39.8 If the N/MUM is unable to resolve the workload issue or respond within this period, the issue is to be referred to the Director of Clinical Services (DCS). The employee may be represented by any nominated employee representative which may be a union representative.

- 39.9 It is the intent of the parties that the issue be initially dealt with as close to the source as possible, with graduated steps for further discussion and resolution at higher authority levels where necessary. If the matter is not settled within a reasonable period of time, the employee (or their nominated employee representative) may utilise the dispute settlement procedure of this Agreement.

- 39.10 Reporting Mechanism

The parties acknowledge that the reporting mechanism for a staffing issue raised in accordance with subclause (vii) may differ at the respective Hospital but will be documented in writing (which may include by electronic means) and provided to the N/MUM. The Employer will notify staff at the Hospital what the appropriate reporting mechanism is for the hospital.

- 39.11 Process to adjust staffing

This process is designed to deal with situations where a N/MUM considers staffing to be less than optimal to meet the care needs of every patient. This may be as a consequence of a range of factors, including unscheduled admissions, increasing patient acuity or unplanned leave absences. When the N/MUM (or nurse/midwife delegate with responsibility for the ward/unit) considers additional nursing hours should be provided in order to meet clinical needs, they will inform their immediate supervisor. Where it is determined to backfill an absence, the default position is to fill the absence with a nurse/midwife of the same classification as the absent nurse/midwife, wherever reasonably practicable.

They will collaboratively consider a solution(s) including, but not limited to the following options:

- (a) Deployment of appropriately skilled nurses/midwives from other wards/units;
- (b) Additional hours for part-time staff;
- (c) Engagement of casual or agency nursing/midwifery staff;
- (d) Overtime;
- (e) Prioritisation of nursing activities on the ward/unit;
- (f) Reallocation of patients.

The decision is to be made as soon as practicable after the issue is identified and recorded in writing (which may be by electronic means) for review.

#### 39.12 In Charge of Ward/Unit Considerations for a Patient Load

- (a) A nurse/midwife performing In charge of ward/unit and the In Charge at a hospital where the In Charge carries a direct patient care load may request the Director of Clinical Services (or delegate) review the patient load where they consider that their professional obligations or safe patient care is at risk.
- (b) In considering this issue, the Employer agrees to consider the In Charge workload including but not limited to the following factors:
  - i. All tasks and responsibilities that are required to be undertaken as part of the role and shift;
  - ii. Professional standards and obligations;
  - iii. Skill mix on the ward/unit;
  - iv. Occupancy;
  - v. Patient acuity; and
  - vi. Where after hours/weekend surgery is performed.

## 40 GRIEVANCE AND DISPUTE RESOLUTION PROCEDURES

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

40.3 A party to the dispute may appoint another person, organisation or association, which may be a Union representative including the Association, to accompany or represent them in relation to the dispute.

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

- 40.5 It is a term of this Agreement that while the dispute resolution procedure is being conducted work shall continue normally unless an Employee has a reasonable concern about an imminent risk to their health or safety.

#### **41 POSTGRADUATE / CONTINUING EDUCATION QUALIFICATION ALLOWANCES**

- 41.1 An Employee employed in the classification of Registered Nurse, Clinical Nurse Specialist, Nursing Unit Manager, who holds a higher education qualification from a tertiary institution (university or college) in a clinical field, in addition to the qualification leading to registration, shall be paid a continuing education allowance subject to the following conditions set out below:
- i. The allowance is only payable where the qualification is accepted by the Employer to be directly relevant to the competency and skills used by the nurse in the duties of the position and is required by the hospital;
  - ii. An Employee holding more than one relevant qualification is only entitled to one allowance, being the allowance of the highest monetary value;
  - iii. The Employee claiming entitlement to a qualification allowance must provide evidence to the Employer that they hold that qualification.
- 41.2 Subject to the provisions in sub clause 41.1 of this clause, an Employee who holds a post-registration hospital certificate shall be paid an allowance of an amount set out in of Schedule 2: Allowances.
- 41.3 Subject to the provisions in sub clause 41.1 of this clause, an Employee who holds a post-graduate certificate shall be paid an allowance of an amount set out in Schedule 2: Allowances.
- 41.4 Subject to the provisions in sub clause 41.1, an Employee who holds a postgraduate diploma or degree (other than an undergraduate nursing degree) shall be paid an allowance of an amount set out in Schedule 2: Allowances.
- 41.5 Subject to the provisions in sub clause 41.1, an Employee who holds a Masters or PhD shall be paid an allowance of an amount set out in Schedule 2: Allowances.
- 41.6 The above allowances are not to be included in the Employee's ordinary rate of pay.
- 41.7 The rate of the allowances will be fixed for the life of the Agreement in accordance with clause 6: Duration & Expiry of Agreement.
- 41.8 Where a dispute arises concerning the eligibility for payment of a Continuing Education Allowance that is not resolved by the process contained in clause 40: Grievance and Disputes Resolution Procedures, of this Agreement.

#### **42 PROFESSIONAL DEVELOPMENT AND STUDY ASSISTANCE**

- 42.1 The Employer is committed to the ongoing professional development of nursing staff. As such, eligible nursing staff can apply to the Employer for financial assistance for ongoing professional development. Applications will be reviewed on a case by case basis and will be approved at the discretion of the Executive, in accordance with the Study Assistance Policy. Decisions in relation to study assistance will be made in the context of the budget and the expected benefits to the Employer. Professional development



support may include assistance with course fees, attendance at seminars, conferences and short courses, assistance with travel costs and accommodation and paid or unpaid leave to attend training.

- 42.2 Full time and part time employees may, with approval from the employer, access up to 24 hours (3 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. The leave available will increase to 4 days leave per calendar year from FFPPOA 1 January 2026.
- 42.3 The employee is required to apply for CPD leave at least 6 weeks prior to the requested date/s.
- 42.3 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.
- 42.4 Applications for CPD leave will not be unreasonably refused where the employee provides at least 6 weeks' notice. The employer's payment for the cost of the seminar, conference or course may be a reason for the employer to refuse an employee's application for paid CPD leave, in which case the employee can access unpaid leave or other accrued paid leave.
- 42.5 CPD leave does not accumulate from year to year.

#### **43 MANDATORY TRAINING**

Mandatory training is any statutory or compulsory training that the Employer requires its Employees to undertake to comply with legal requirements, to carry out duties safely, to reduce areas of risk and to maintain competence to the required standards identified by external bodies. All nursing staff will be required to complete mandatory training online and attend all mandatory training topics pertaining to their designation on an annual basis. Employees will be provided with time during normal work hours to complete the mandatory training. By mutual agreement of the Employer and the Employee, an Employee may complete mandatory training outside their normal work hours. The time taken to complete such training will be paid for in accordance with this Agreement, for example, if the Employee is eligible for overtime in accordance with the overtime clause they will be paid the relevant overtime rate for time taken for the training.

#### **44 STAFF AMENITIES**

- 44.1 The Employer shall provide for the use of Employees:
- (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 clothing and personal effects of such Employee where deemed necessary;
  - (c) An Employer shall provide for an Employee morning and afternoon tea, supper and early morning tea (which shall include tea or coffee together with milk and sugar) when the Employee is on duty, at times appropriate for the partaking thereof. The Employer shall also provide 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 shall be the sum set out in Schedule 2: Allowances. The charges referred to in this subclause are to be adjusted in accordance with the movement in wage rates following State Wage Case decisions. The Employer is entitled to set prices for meals at a level to cover labour and ingredient costs.

#### **45 PATIENT ESCORT DUTY**

- 45.1 Periods during which an Employee, is engaged in nursing duties, namely, in attendance on a patient, shall be paid as working time under this Agreement. Where applicable, overtime shall be payable.
- 45.2 All reasonable out-of-pocket expenses shall be reimbursed.
- 45.3 Rostered time shall be paid as such even though an Employee may be travelling, in hotel/motel accommodation, or waiting for transport.
- 45.4 In respect of non-rostered time not spent in nursing duties:
- (a) Periods in hotel/motel accommodation or waiting for transport shall not be counted as working time;
  - (b) Periods in travelling shall count as working time.

#### **46 PAID TRADE UNION DELEGATES LEAVE**

- 46.1 This Agreement incorporates clause 28A of the Award in relation to workplace delegates' rights. This clause 46 of the Agreement applies where it provides an Employee with a greater entitlement than that found in clause 28A of the Award.
- 46.2 Elected Branch officials of the Union will be entitled to eight (8) days paid leave per annum for the totality of all application of paid trade union leave. Such leave will be granted upon request and for the purposes of undertaking union business (including conferences or meetings) or delegate training. Elected Branch Officials will be identified to the Executive team annually. Elected Branch officials will determine the allocation of paid days between themselves. Should only one (1) Elected Branch Official be nominated, paid leave would be limited to four (4) days per year. Requests for such leave must be made in writing with two (2) weeks' notice, and the approval of such leave must have regard to the operational requirements of the Employer.
- 46.3 **Workplace delegates' rights**
- (a) A "workplace delegate" is a person appointed or elected, in accordance with the rules of an employee organisation, to be a delegate or representative (however described) for members of the organisation who work in a particular enterprise.
  - (b) The workplace delegate is entitled to represent the industrial interests of those members, and any other persons eligible to be such members, including in disputes with the Employer.  
  
This does not create any obligation on a person to be represented by a workplace delegate.
  - (c) The workplace delegate is entitled to:

- (i) reasonable communication with those members, and any other persons eligible to be such members, in relation to their industrial interests; and
- (ii) for the purpose of representing those interests:
  - i. reasonable access to the workplace and workplace facilities where the enterprise is being carried on; and
  - ii. reasonable access to paid time, during normal working hours, for the purposes of related training in accordance with clause 46.1.

**47 TERMINATION OF EMPLOYMENT**

**47.1 Notice of termination by the Employer**

In order to terminate the employment of an Employee, the Employer shall give the Employee the following notice:

<b>Period of Continuous Service</b>	<b>Period of Notice</b>
Not more than 1 year	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

In addition to the notice period set out above, Employees over forty-five (45) years of age at the time of the giving of notice with not less than two (2) years continuous service, shall be entitled to an additional week's notice.

Payment in lieu of the notice period set out above shall be made if the appropriate notice period is not given, at the discretion of the Employer. Provided that employment may be terminated by part of the period of notice being worked or served without working (at the discretion of the Employer), and part payment in lieu of notice.

In calculating any payment in lieu of notice, the wages to be used will be those an Employee would have received in respect of the ordinary time (including relevant allowances) they would have worked during the period of notice had their employment not been terminated.

The period of notice in this clause shall not apply in the case of dismissal for conduct which justifies instant dismissal or in the case of casual Employees, or apprentices or those Employees engaged for a specific period of time or for a specific task or tasks.

**47.2 Notice of Resignation by Employee**

The notice of resignation required to be given by an Employee shall be fourteen (14) days' notice except for Employees with less than twelve (12) months service where the notice shall be seven (7) days' notice.

**47.3** If an Employee fails to give notice the Employer shall have the right to withhold wages due to the Employee with a maximum amount equal to the ordinary time rate of pay for the period of notice where the Employee has agreed in writing to the withholding.

If the Employer has agreed to a shorter period of notice than that required under clause 47.2, then no deduction can be made under clause 47.3.

47.4 Any deduction made under clause 47.3 must not be unreasonable in the circumstances.

**47.5 Time Off During Notice Period**

Where the Employer has given notice of termination to an Employee, an Employee shall be allowed up to one day's time off without loss of pay, during each week of notice for the purpose of seeking other employment. The time off shall be taken at a time mutually convenient to the Employee and the Employer.

**48 ATTENDANCE AT MEETINGS AND FIRE DRILLS**

48.1 Any Employee required to work outside their normal ordinary hours of work in satisfying the requirements of compulsory fire safety practices (fire drill and evacuation procedures) shall be paid for the time spent in attendance at such practices in accordance with the provisions of this Agreement. For example, where applicable, overtime will be payable. In lieu of receiving payment, Employees may, with the agreement of the Employer be permitted to be free from duty for a period of time equivalent to the period spent in attendance at such meetings or if the time would have been paid at overtime rates the time taken in lieu will be in accordance with the time off in lieu of overtime subclause 15.11.

48.2 Any Employee required to attend Workplace and Safety Committee/s and/or Board of Management meetings in the capacity of Employee representative shall, if such meetings are held outside the ordinary hours of work, be entitled to receive payment for the time spent at such meetings in accordance with the provisions of this Agreement. For example, where applicable, overtime will be payable. In lieu of receiving payment, Employees may with the agreement of the Employer be permitted to be free from duty for a period of time equivalent to the period spent in attendance at such meetings or if the time would have been paid at overtime rates the time taken in lieu will be in accordance with the time off in lieu of overtime subclause 15.11.

**49 REDUNDANCY**

49.1 For the purposes of this clause, "continuous service" shall be interpreted in the same manner as "service of a worker" is interpreted in the Long Service Leave Act 1955 (NSW) as at the date this Agreement comes into operation, as amended or replaced from time to time. Periods of leave without pay, including parental leave without pay, do not break the continuity of service of an Employee but are not to be taken into account in calculating length of service for the purposes of this clause.

49.2 Redundancy occurs where the Employer has made a definite decision that the Employer no longer wishes the job the Employee has been doing to be done by anyone and this is not due to the ordinary and customary turnover of labour.

49.3 Unless the FWC subsequently orders otherwise pursuant to sub-clause 49.3, where the employment of an Employee is to be terminated for the reason set out in sub-clause 49.2, the Employer shall pay, in addition to other payments due to that Employee, the following redundancy pay in respect of the following continuous periods of service:

(a) Where the Employee is under 45 years of age, the Employer shall pay the Employee in accordance with the following scale:

<b>Minimum Years of Service</b>	<b>Redundancy Pay</b>
Less than 1 year	Nil

1 year and less than 2 years	4 weeks' pay
2 years and less than 3 years	7 weeks' pay
3 years and less than 4 years	10 weeks' pay
4 years and less than 5 years	12 weeks' pay
5 years and less than 6 years	14 weeks' pay
6 years and over	16 weeks' pay.

- (b) Where the Employee is 45 years of age or over, the Employer shall pay the Employee in accordance with the following scale:

<b>Minimum Years of Service</b>	<b>Redundancy Pay</b>
Less than 1 year	Nil
1 year and less than 2 years	5 weeks' pay
2 years and less than 3 years	8.75 weeks' pay
3 years and less than 4 years	12.5 weeks' pay
4 years and less than 5 years	15 weeks' pay
5 years and less than 6 years	17.5 weeks' pay
6 years and over	20 weeks' pay

- (c) "Weeks' pay" means the rate of pay for the Employee concerned at the date of termination, and shall include in addition to the ordinary pay any over-agreement payments and the following, if applicable:

- (i) shift and weekend penalties as prescribed in clause 22: Penalty rates for Shift and Weekend Work;

- (d) When an Employee who is on parental leave or has returned to work on reduced hours in accordance with approved parental leave provisions is offered redundancy, the "rate of pay" in (c) shall be calculated based on the Employee's ordinary hours worked prior to any transfer to a more suitable position in accordance with clause 37.9 or on their ordinary hours immediately preceding the period of parental leave taken and in which the Employee is expected to reasonably resume within a 12 month period. The "week's pay" as in (c) will include over-agreement payments and shift and weekend penalties.

49.4 Where an Employee's role is made redundant and is offered a suitable alternative role as part of any attempted redeployment by the Employer and they do not accept, the Employer may make an application to the FWC to, pay a lesser amount (or no amount) of redundancy pay to the Employee than that calculated in accordance with this Agreement. When assessing the Employer's application, the FWC shall have regard to such financial and other resources of the Employer concerned as the FWC thinks relevant, and the probable effect paying the full amount of redundancy pay will have on the Employer. Provided that where a Deputy Director of Clinical Services or Assistant Director of Clinical Services has their position made redundant and they are offered an alternative position at a lower rate of pay which they do not accept, they shall be paid the full entitlement calculated in accordance with this Agreement and the Employer may not make application to the FWC under this sub-clause.

#### 49.5 **Time Off during the Notice Period**

- (a) During the period of notice of termination given by the Employer, an Employee shall 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;

- (b) If the Employee has been allowed paid leave for more than one day during the notice period for the purpose of seeking other employment, the Employee shall, at the request of the Employer, be required to produce proof of attendance at an interview or the Employee shall not receive payment for the time absent.

## **50 REMUNERATION PACKAGING**

- 50.1 Full time and part time Employees shall be offered remuneration packaging by the Employer. The Employee shall attract 70% of the tax benefit of the remuneration packaging arrangements. No Employee shall be compelled to enter into a salary packaging arrangement. Employees may exercise their right to continue to receive their applicable wage.
- 50.2 Where the Employer offers remuneration packaging to an individual Employee, the Employer shall allow the Employee a period of no less than twenty-one (21) days to seek independent advice on the terms of the proposed remuneration packaging.
- 50.3 The terms and conditions of the package offered to an Employee shall not, when viewed objectively, be less favourable than the entitlements otherwise available under the Agreement and shall be subject to the following provisions:
  - 50.3.1 The Employer shall ensure that the structure of any package complies with taxation and other relevant laws;
  - 50.3.2 All Agreement conditions shall continue to apply;
  - 50.3.3 Employees will have their Superannuation Guarantee Contribution (SGC) calculated on their Agreement wage prior to the application of any remuneration packaging arrangements;
  - 50.3.4 A copy of the remuneration packaging agreement shall be made available to the Employee;
  - 50.3.5 The Employee shall be entitled to inspect details of the payments made under the terms of this Agreement;
  - 50.3.6 The configuration of the remuneration package shall remain in force for the period agreed between the Employee and the Employer;
  - 50.3.7 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 as salary, which will be subject to appropriate taxation requirements. By agreement between the Employer and the Employee, any unused benefit may be carried forward to the next period on the basis that any FBT obligation is accepted by the Employee;
  - 50.3.8 In the event that the Employer ceases to attract exemption from payment of Fringe Benefit Tax, the Employer may terminate all remuneration packaging arrangements and the Employee's salary will revert to the applicable rate the Employee would have been entitled to receive but for the remuneration packaging agreement;
  - 50.3.9 One months' 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 salaries;

50.3.10 In the event that the Employee ceases to be employed by the Employer this Agreement will cease to apply as at the date of termination. Benefits not paid on or before the date of termination shall be treated as salary and the appropriate tax deducted;

50.3.11 Pay increases granted to Employees in accordance with this Agreement shall also apply to Employees subject to remuneration packaging arrangements; and

50.3.12 Any allowance, penalty rate, overtime, payment for unused leave entitlements, other than payments for leave taken whilst employed shall be calculated by reference to the salary which would have applied to the Employee in the absence of any remuneration packaging arrangements.

## **51 INDIVIDUAL FLEXIBILITY AGREEMENT**

51.1 An Employer and Employee covered by this Agreement may agree to make an individual flexibility arrangement to vary the effect of terms of the Agreement if:

- (a) the Agreement deals with one or more of the following matters:
  - i. arrangements about when work is performed;
  - ii. overtime rates;
  - iii. penalty rates;
  - iv. allowances;
  - v. leave loading; and
- (b) the arrangement meets the genuine needs of the Employer and Employee in relation to 1 or more of the matters mentioned in paragraph (a); and
- (c) the arrangement is genuinely agreed to by the Employer and Employee.

51.2 The Employer must ensure that the terms of the individual flexibility arrangement:

- (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.

51.3 The Employer must ensure that the individual flexibility arrangement:

- (a) is in writing; and
- (b) includes the name of the Employer and Employee; and
- (c) is signed by the Employer and Employee and if the Employee is under 18 years of age, 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 arrangement; and
- ii. how the arrangement will vary the effect of the terms; and
- iii. how the Employee will be better off overall in relation to the terms and conditions of their employment as a result of the arrangement; and

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

51.4 The Employer must give the Employee a copy of the individual flexibility arrangement within 14 days after it is agreed to.

51.5 The Employer or Employee may terminate the individual flexibility arrangement:

- (a) by giving no more than 28 days written notice to the other party to the arrangement; or
- (b) if the Employer and Employee agree in writing — at any time.

## 52 SUPERANNUATION

The Employer will make superannuation contributions into a superannuation fund that offers a MySuper product.

52.1 Upon employment the Employer will advise Employees they may nominate a fund into which all statutory superannuation contributions will be paid.

52.2 Should an Employee fail to nominate a fund while it remains a legislative requirement:

- (a) The Employer will contact the Australian Taxation Office (ATO) to see if the Employee has an existing fund. If the ATO identifies that the Employee has an existing fund, this will be their 'stapled' account and the Employer will pay the statutory superannuation contributions for the Employee into this account;
- (b) If no account is found and the Employee hasn't chosen a fund, the Employer will create a new account for them with HESTA (Health Employees' Superannuation Trust Australia) which is the Employer's default super fund. The Employer will pay the Employee's statutory superannuation contributions to this fund.

52.3 The superannuation contributions will be paid at ordinary pay, which for the purpose of this Agreement includes ordinary time worked on public holidays and public holiday loadings.

### 55.4 Contributions

The Employer shall make, superannuation contributions into Employees' funds on a monthly basis, or as otherwise required by superannuation laws. With respect to casual Employees, contributions shall be made at least quarterly.

### 55.5 Parental leave

From 1 July 2025, the employer-paid parental leave provided for and accessed under the terms of this Agreement will be treated as ordinary time earnings for the purposes of calculating the superannuation contributions owing by the Employer.

### 55.6 Salary Sacrifice to Superannuation



- (a) An Employee can elect to sacrifice a portion of salary to superannuation. Such election must be made prior to the commencement of the period of service to which the earnings relate and be in accordance with relevant legislation.
- (b) Salary sacrifice to superannuation means the option of making additional superannuation contributions by electing to sacrifice a portion of the gross earnings (pre-tax dollars). This will give the effect of reducing the taxable income by the amount for salary sacrifice.
- (c) Employers will not use any amount that is salary sacrificed by an Employee to count towards the Employer's obligation to pay contributions under the SG legislation.
- (d) Contributions payable by the Employer in relation to the SG legislation shall be calculated by reference to the salary which would have applied to the Employee under this Agreement in the absence of any salary sacrifice.
- (e) Any additional superannuation contributions made in accordance with this clause shall be paid into the same superannuation fund that receives the Employer's superannuation guarantee contributions.
- (f) Any allowance, penalty rate, overtime payment for unused leave entitlements, other than any payments for leave taken whilst employed, shall be calculated by reference to the salary which would have applied to the Employee in the absence of any salary sacrifice to superannuation. Payment for leave taken whilst employed will be at the post-salary sacrificed amount.

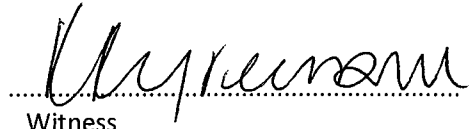
Signed for and on behalf of the Trustees of the Roman Catholic Church for the Diocese of Lismore t/a St Vincent's Private Hospital, Lismore.

Dated this the    day of



(Signed on behalf of named Employer)

Alan Cooper  
Chief Executive Officer  
St Vincent's Private Hospital  
20 Dalley Street  
Lismore NSW 2480



Witness

Kylie Greensill  
Director of Clinical Services  
St Vincent's Private Hospital  
20 Dalley Street  
Lismore NSW 2480

I am authorised to sign this Agreement as a nominated employee bargaining representative on behalf of the Australian Nursing and Midwifery Federation NSW Branch (ANMF NSW Branch)

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**SIGNATURE**

**PRINT NAME**

**AUTHORITY TO SIGN / TITLE**

Address:

Date:



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



.....  
WITNESS  
Michael Whaites  
50 O'Dea Ave, Waterloo

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

**SCHEDULE 1 – WAGES**

<b>Classification</b>	<b>First Full Pay Period on or after 1-July -24</b>	<b>First Full Pay Period on or after 1-July -25</b>	<b>First Full Pay Period on or after 1-July -26</b>
<b>Assistant in Nursing</b>			
1st Year	\$1,008.42	\$1,043.71	\$1,080.24
2nd Year	\$1,040.32	\$1,076.73	\$1,114.41
3rd Year	\$1,073.05	\$1,110.61	\$1,149.48
Thereafter	\$1,106.27	\$1,144.99	\$1,185.06
<b>Enrolled Nurse (without medication qualification)</b>			
1st Year	\$1,237.20	\$1,280.51	\$1,325.32
2nd Year	\$1,264.72	\$1,308.99	\$1,354.80
3rd Year	\$1,291.89	\$1,337.10	\$1,383.90
4th Year	\$1,319.18	\$1,365.35	\$1,413.13
Thereafter	\$1,346.92	\$1,394.06	\$1,442.85
<b>Enrolled Nurse</b>			
1st Year	\$1,264.72	\$1,308.99	\$1,354.80
2nd Year	\$1,291.89	\$1,337.10	\$1,383.90
3rd Year	\$1,319.18	\$1,365.35	\$1,413.13
4th Year	\$1,346.92	\$1,394.06	\$1,442.85
Thereafter	\$1,374.44	\$1,422.54	\$1,472.33
<b>Registered Nurse</b>			
1st Year	\$1,403.02	\$1,452.13	\$1,502.96
2nd Year	\$1,479.29	\$1,531.06	\$1,584.65
3rd Year	\$1,554.73	\$1,609.14	\$1,665.46
4th Year	\$1,637.64	\$1,694.95	\$1,754.28
5th Year	\$1,718.99	\$1,779.16	\$1,841.43
6th Year	\$1,799.77	\$1,862.77	\$1,927.96
7th Year	\$1,892.52	\$1,958.76	\$2,027.31
8th Year	\$1,970.20	\$2,039.16	\$2,110.53
<b>Clinical Nurse Specialist</b>			
Grade 1	\$2,050.51	\$2,122.28	\$2,196.56
Grade 2	\$2,185.14	\$2,261.62	\$2,340.78
<b>Clinical Nurse Consultant</b>			
Grade 1 - 1st Year	\$2,464.70	\$2,550.97	\$2,640.25
Grade 1 - 2nd Year	\$2,515.33	\$2,603.37	\$2,694.49
<b>Nursing Unit Manager</b>			
Level 1	\$2,471.57	\$2,558.07	\$2,647.61
Level 2	\$2,588.99	\$2,679.60	\$2,773.39
Level 3	\$2,658.85	\$2,751.91	\$2,848.23

<b>Classification</b>	<b>First Full Pay Period on or after 1-July -24</b>	<b>First Full Pay Period on or after 1-July -25</b>	<b>First Full Pay Period on or after 1-July -26</b>
<b>Clinical Nurse Educator</b>			
	\$2,122.79	\$2,197.08	\$2,273.98
<b>Nurse Educator</b>			
1st Year	\$2,384.17	\$2,467.62	\$2,553.98
2nd Year	\$2,455.67	\$2,541.62	\$2,630.57
3rd Year	\$2,529.31	\$2,617.83	\$2,709.46
4th Year	\$2,602.84	\$2,693.94	\$2,788.23
<b>Hospital Campus Manager</b>			
100 beds & over	\$2,649.96	\$2,742.71	\$2,838.70

**SCHEDULE 2 – ALLOWANCES**

<b>Allowance</b>	<b>First Full Pay Period on or after 1 July 2024</b>	<b>First Full Pay Period on or after 1-July -25</b>	<b>First Full Pay Period on or after 1-July -26</b>
<b>On Call Allowance</b>			
On call ( <b>per hour</b> )	\$4.37	\$4.52	\$4.68
On call minimum payment	\$34.94	\$36.17	\$37.43
On call Day Off /Phol ( <b>per hour</b> )	\$8.72	\$9.02	\$9.34
On call Day Off / Phol minimum payment	\$69.72	\$72.16	\$74.69
On call during meal break ( <b>per break</b> )	\$17.18	\$17.78	\$18.40
<b>Lead apron Allowance</b> (per hour)	\$2.42	\$2.51	\$2.60
<b>Registered Nurse in-Charge Ward (per shift)</b>	\$39.93	\$41.32	\$42.77
<b>Registered Nurse in-Charge of Theatre**</b>	\$45.00	\$46.58	\$48.21
<b>Uniform &amp; Laundry Allowances</b>			
Uniform Allowance (per week)	\$9.35	\$9.68	\$10.02
Laundry Allowance ( <b>per week</b> )	\$7.79	\$8.06	\$8.34
<b>Charge for meals</b>	\$11.11	\$11.50	\$11.90
<b>Qualification allowances</b>			
Post Graduate Certificate	\$46.49	\$48.12	\$49.80
Post Graduate Diploma	\$69.89	\$72.33	\$74.87
Masters / Doctorate**	\$83.93	\$86.87	\$89.91

\*\* allowance applies from FFPPOA commencement of the Agreement

