

WESTERN PRIVATE HOSPITAL

NURSES ENTERPRISE AGREEMENT

2023

# ENTERPRISE AGREEMENT

## 1. ARRANGEMENT

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2. NAME OF THE AGREEMENT

This Agreement shall be called the Western Private Hospital Nurses Enterprise Agreement 2023 (the **Agreement**).

3. COVERAGE

(a) This Agreement shall cover:

(i) Stanlake Private Hospital Pty. Ltd. trading as Western Private Hospital (ACN 006 896 322) (the **Employer**); and

(ii) Nursing staff employed by the Employer from the date of operation of the Agreement and as classified in Schedule 1 of this Agreement (**Employees**).

(b) This Agreement is made under section 172 of the *Fair Work Act 2009* (the **Act**). The Employer will take the necessary steps to seek approval of this Agreement under section 186 of the Act.

(c) The Employer will formally advise the Australian Nursing and Midwifery Federation Victorian Branch (**ANMF**) that the Agreement is made in order for the ANMF to apply under section 183 of the Act to be covered by the Agreement.

(d) It is the intention of this Agreement that the ANMF will be covered by this Agreement.

4. DATE AND PERIOD OF OPERATION

This Agreement shall commence operation from the 7<sup>th</sup> day after the Agreement is approved by Fair Work Commission (**FWC**). The nominal expiry date is 1 March 2028, and the Agreement will thereafter remain in force in accordance with the Act.

The parties to the Agreement agree that discussions shall commence for a new Agreement no later than six months prior to the expiry date of the Agreement.

5. POSTING OF THE AGREEMENT

A copy of this Agreement shall be displayed in a conspicuous and convenient place at the workplace so as to be easily read by all Employees.

6. SCOPE OF THE AGREEMENT

This Agreement contains all the minimum terms and conditions of employment for Employees covered by the Agreement and shall apply to all Employees employed by the Employer pursuant to the classifications listed in Schedule 1.

7. RELATIONSHIP TO THE NATIONAL EMPLOYMENT STANDARDS

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

## 8. TRANSFER OF BUSINESS

Where a business is transferred from the old employer to the new employer, as set out in the Act, the period of continuous service that the Employee had with the old employer is deemed to be service with the new employer and taken into account when calculating notice of termination. However, an Employee shall not be entitled to notice of termination or payment in lieu of notice for any period of continuous service in respect of which notice has already been given or paid for.

Where an Employee of the old remains in the service of the new employer a qualifying or probationary period, however titled, shall not apply.

## 9. DEFINITIONS

For the purposes of this Agreement:

- (a) **Registered Nurse** shall mean a person who has a current practising certificate issued by the Nursing and Midwifery Board of Australia (**NMBA**) entitling them to practice as a Registered Nurse.
- (b) **Enrolled Nurse** shall mean a person who has a current practising certificate issued by the NMBA entitling them to practice as an Enrolled Nurse.
- (c) **Experience** for the purpose of appointment means service and experience following registration with the NMBA in a grade or sub-grade at least equal to that in which the Employee is employed (or to be employed). Where an Employee has previously been employed in a higher grade or sub-grade, service and experience in that higher grade or sub-grade will count as service and experience in the lower grade or sub-grade for the purposes of determining an Employee's Experience. Provided that an Employee shall, prior to commencing employment with the Employer or within 3 months of commencing employment, provide suitable documentary evidence to the Employer of their experience. Where an Employee fails to provide such evidence to the Employer, until such time as the employee provides such evidence to the Employer, the employee shall be paid at the level for which documentary evidence was provided. No back payment will be made based on documentary evidence provided after the first 3 months from commencement of employment.
- (d) A **Year of Experience** for the purpose of progression means Experience gained from working an average of three shifts or more per week in a year. If the Employee averages less than three shifts per week or 48 hours per fortnight (whichever is the lesser), the Employee will need to complete an additional year to advance. Where in this Agreement there is a reference to a number of Years of Experience greater than one, then each such Year of Experience must be calculated by reference to the definition of one Year of Experience in order to determine whether an Employee has attained the requisite number of Years of Experience. Where an Employee has not been regularly employed as a Registered Nurse, or has not actively nursed for a period of five years or more, such employee's prior service and experience shall not be taken into account.
- (e) **the Act** shall mean the *Fair Work Act 2009* (Cth), as amended.
- (f) **Hospital Certificate** does not include an Employee's base qualification.
- (g) **NES** means the National Employment Standards as contained in sections 59 to 131 of the Act.

- (h) **Nursing and Midwifery Board of Australia** (or NMBA) includes its predecessor bodies.
- (i) **Ordinary weekly rate of pay** means the weekly rate of pay set out in Appendix 1 as applicable to an Employee for 38 ordinary hours of work, but does not include overtime, penalty rates, allowances, loadings, shift penalties, incentives, bonuses and other ancillary payments of a like nature.
- (j) **Ordinary rate of pay** means 1/38<sup>th</sup> of the ordinary weekly rate of pay (as defined in subclause (i) above).
- (k) **immediate family** of an Employee means:
  - (i) a spouse, de facto partner, child, parent, grandparent, grandchild or sibling of the Employee; or
  - (ii) a child, parent, grandparent, grandchild or sibling of a spouse or de facto partner of the Employee.
  - (iii) **spouse** includes a former spouse.
  - (iv) **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.
- (l) **Day Worker** means an Employee who works their ordinary hours of work between 6:30 am and 6:00 pm Monday to Friday inclusive.
- (m) **Shift Worker** means an Employee who is not a Day Worker (as defined). This definition of “Shift Worker” in this Agreement is not a definition of “shiftworker” for the purposes of the NES.
- (n) **Casual Employee** has the same meaning as set out in section 15A of the Act.
- (o) **Casual hourly rate** means the sum of the ordinary rate of pay as applicable to the Employee, plus the 25% casual loading.

## 10. CONSULTATION REGARDING CHANGE

- (a) This term applies if the Employer:
  - (i) has made a definite decision to introduce a major change to production, program, organisation, structure, or technology in relation to its enterprise; and the change is likely to have a significant effect on Employees of the Employer; or
  - (ii) proposes to introduce a change to the regular roster or ordinary hours of Employees.
- (b) The Employer must consult the Employees to whom the Agreement applies about:
  - (i) a major workplace change that is likely to have a significant effect on the Employees; or
  - (ii) a change to their regular roster or ordinary hours of work.
- (c) The relevant Employees may appoint a representative, which may be a representative from the ANMF for the purposes of the procedures in this term.

- (d) If:
  - (i) a relevant Employee appoints, or relevant Employees appoint, a representative for the purposes of consultation; and
  - (ii) the Employee or Employees advise the employer of the identity of the representative,the Employer must recognise the representative.
- (e) As soon as practicable after making its decision, the Employer must:
  - (i) discuss with the relevant Employees and any nominated representative:
    - (1) the introduction of the change; and
    - (2) the effect the change is likely to have on the Employees; and
    - (3) measures the employer is taking to avert or mitigate the adverse effect of the change on the Employees; and
  - (ii) for the purposes of the discussion — provide, in writing, to the relevant Employees:
    - (1) all relevant information about the change including the nature of the change proposed; and
    - (2) information about the expected effects of the change on the Employees; and
    - (3) any other matters likely to affect the Employees.
  - (iii) Subject to (e)(i) and (ii), for a change to the Employees' regular roster or ordinary hours of work, the Employer is required to:
    - (1) provide all relevant information to the Employees, about the change, including the nature of the change and what the Employer reasonably believes are likely to be the effects on the Employees; and
    - (2) invite the employees to give their views about the impact of the change (including any impact in relation to their family or caring responsibilities); and
    - (3) consider any views given by the Employees about the impact of the change.
- (f) However, the Employer is not required to disclose confidential or commercially sensitive information to the relevant Employees.
- (g) The Employer must give prompt and genuine consideration to matters raised about the major change by the relevant Employees and any nominated representative.
- (h) If a term in the Agreement provides for a major change to production, program, organisation, structure or technology in relation to the enterprise of the Employer, the requirements set out in subclauses (b), (c) and (e) are taken not to apply.
- (i) In this term, a major change is **likely to have a significant effect on Employees** if it results in the termination of the employment of Employees; or major change to the composition, operation or size of the Employer's workforce or to the skills required of Employees; or the elimination or diminution of job opportunities (including opportunities for promotion or tenure); or the alteration of hours of work; or the need to retrain Employees; or the need to relocate Employees to another workplace; or the restructuring of jobs.

- (j) In this term, **relevant Employees** means the Employees who may be affected by the major change.

## 11. DISPUTE RESOLUTION PROCEDURE

- (a) In the event of a dispute in relation to a matter arising under this Agreement or the NES (including a dispute under sections 65B and 76B of the Act), in the first instance the parties will attempt to resolve the matter at the workplace by discussions between the employee or employees concerned and the relevant supervisor and, if such discussions do not resolve the dispute, by discussions between the Employee or Employees concerned and more senior levels of management as appropriate.
- (b) A party to the dispute may appoint another person, organisation or association, which may include an ANMF representative, to accompany or represent them in relation to the dispute.
- (c) 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, a party to the dispute may refer the matter to the FWC.
- (d) FWC may deal with the dispute in 2 stages:
  - (i) FWC will first attempt to resolve the dispute as it considers appropriate, including by mediation, conciliation, expressing an opinion or making a recommendation; and
  - (ii) if FWC is unable to resolve the dispute at the first stage, FWC may then:
    - (1) arbitrate the dispute; and
    - (2) make a determination that is binding on the parties.

If FWC arbitrates the dispute, it may also use the powers that are available to it under the Act. A decision that FWC makes when arbitrating a dispute is a decision for the purpose of Div 3 of Part 5.1 of the Act. Therefore, an appeal may be made against the decision.
- (e) While the parties are trying to resolve the dispute using the procedures in this term:
  - (i) an Employee must continue to perform their work as they would normally unless they have a reasonable concern about an imminent risk to their health or safety; and
  - (ii) an Employee must comply with a direction given by the Employer to perform other available work at the same workplace, or at another workplace, unless:
    - (1) the work is not safe; or
    - (2) applicable occupational health and safety legislation would not permit the work to be performed; or
    - (3) the work is not appropriate for the Employee to perform; or
    - (4) there are other reasonable grounds for the employee to refuse to comply with the direction.
- (f) The parties to the dispute agree to be bound by a decision made by FWC in accordance with this term.



## 12. WAGES

- (a) The wage increases provided under this Agreement for Employees employed on or after the date of operation of the Agreement are set out below and reflected at Appendix 1:
  - (i) 3.5% from the first full pay period on or after 1 September 2024;
  - (ii) 3.5% from the first full pay period on or after 1 September 2025;
  - (iii) 3.5% from the first full pay period on or after 1 September 2026;
  - (iv) 3.5% from the first full pay period on or after 1 September 2027.
- (b) Allowances, as increased under this Agreement, are reflected at Appendix 1.
- (c) The wage increases referred to in subclause (a) of this Clause shall be absorbed into any payment of wages made to the Employee beyond the minimum rates contained within this Agreement.
- (d) Any further wage increase shall be at the discretion of the Employer, unless the rate of pay falls below the Modern Award rate that would have otherwise applied to the Employee if the Agreement did not apply, in such circumstances the rate of pay shall default to the minimum rate prescribed in accordance with the relevant Modern Award rate.

## 13. PAYMENT OF WAGES

- (a) Wages must be paid fortnightly unless otherwise mutually agreed up to a monthly maximum period.
- (b) Employees will be paid by electronic funds transfer into the bank or financial institution account nominated by the Employee.
- (c) When notice of termination of employment has been given by an Employee or an Employee's services have been terminated by the Employer, payment of all wages and other monies owing to an Employee will be made to the Employee no later than 7 business days after the day on which the Employee's employment terminates.
- (d) An Employee must be supplied with a statement in writing (including by email) in accordance with the *Fair Work Regulations 2009* (Cth) of the Act.

## 14. SUPERANNUATION

- (a) The subject of superannuation is dealt with extensively by legislation including the Superannuation Guarantee (Administration) Act 1992, the Superannuation Guarantee Charge Act 1992, the Superannuation Industry (Supervision) Act 1993 and the Superannuation (Resolution of Complaints) Act 1993. This legislation, as varied from time to time, governs the superannuation rights and obligations of the parties.
- (b) **"The Fund"** for the purpose of this Agreement shall mean:
  - (i) Health Employees Superannuation Trust of Australia ('HESTA') established and governed by a trust deed 23 July 1987, as may be amended from time to time, and includes any superannuation scheme which may be made in succession thereto; or
  - (ii) First State Super, and including any superannuation scheme which may be made in succession thereto; or

- (iii) the Employee's 'stapled' superannuation fund (if one exists and an alternative complying superannuation fund is not nominated by the Employee); or
  - (iv) any other complying fund.
- (c) In addition to the Employer's statutory contributions to the Fund an Employee may make additional contribution from their salary, and on receiving written authorisation from the Employee, the Employer must commence making contributions to the Fund in accordance with the *Superannuation Guarantee Charge Act 1992*.
- (d) Upon commencement of employment, the Employer shall provide each Employee with membership form for their preferred fund and shall forward the completed membership forms for the Employee's choice of fund within 28 days. In the event that the Employee had not completed an application form within 28 days and the Employee does not have a 'stapled' superannuation fund, the Employer shall forward contributions and employee details to HESTA ("**Default Fund**"). The Default Fund offers a MySuper product.
- (e) Superannuation fund payments will be made in accordance with trust fund deeds.
- (f) Where an Employee salary packages their wages in accordance with this Agreement, superannuation shall be paid on the pre-packaged wages.

## 15. HOURS OF WORK

- (a) Hours for an Ordinary Week's Work
- (i) The ordinary hours of work for a Day Worker will be between 6:30 am and 6:00 pm Monday to Friday inclusive.
  - (ii) The hours for an ordinary week's work for an Employee shall be 38, or be an average of 38 per week in a fortnight or in a four week period and shall be worked either:
    - (1) in a week of five days in shifts of not more than eight hours each; or
    - (2) by mutual agreement in a week of four days in shifts of not more than 10 hours each: or
    - (3) by mutual agreement, provided that the length of any ordinary shift shall not exceed 10 hours (exclusive of meal breaks), or 12 hours in the case of a 12 hour shift worked in accordance with Appendix C, or
    - (4) in 76 hours per fortnight to be worked as not more than 10 days of not more than eight hours each.

Provided that where an Employee's ordinary hours are an average of 38 per week in a fortnight or such longer period as permitted by this clause, no more than 48 ordinary hours can be rostered in any one week. There will be no broken shifts and the minimum permissible shift length for a full-time Employee and part-time Employee will be four hours (this excludes in-service training and mandatory training – see clause 56).

- (b) For the purposes of this clause the working week shall commence at midnight on a Sunday.
- (c) Twelve hour shifts may be worked in accordance with Appendix C of this Agreement.

## 16. FULL-TIME EMPLOYMENT

- (a) A full-time Employee is one who is employed and who is ready, willing and available to work a full week of 38 hours, or an average of 38 hours per week in accordance with clause 15(a)(ii) of the Agreement, at the times and during the hours as may be mutually agreed upon or in the absence of such agreement as prescribed by the Employer.
- (b) Such Employee shall be paid the ordinary weekly rate of pay appropriate to the Employee's classification, irrespective of the number of hours worked not exceeding 38, or an average of 38 hours per week in accordance with clause 15(a)(ii) of this Agreement. This shall not apply in respect of periods of unpaid leave or unauthorised absences.

## 17. PART-TIME EMPLOYMENT

- (a) A part-time Employee is one who is employed and who is ready, willing and available to work on a regular basis any number of hours up to but not exceeding an average 38 hours in any one week. Where the Employee is employed on a part-time basis they shall be paid the appropriate ordinary rate of pay prescribed for the classification in which they are employed.
- (b) The provisions of this Agreement in respect to annual leave and personal/carer's leave shall apply on a pro rata basis to part-time Employees.
- (c) Part time Employees may request in writing that their Employer review their contract hours every 26 weeks. Where the Employee is regularly working more than their specified contract hours then such contract hours shall be adjusted by the Employer, to reflect the hours regularly worked. The hours worked in the following circumstances will not be incorporated in the adjustment:
  - (i) if the increase in hours is as a direct result of an Employee being absent on leave, such as for example, annual leave, long service leave, parental leave, workers compensation; or
  - (ii) if the increase in hours is due to a temporary increase in hours only due, for example, to the specific needs of patients.
- (d) Any adjusted contracted hours resulting from a review as per subclause (c), should, however, be such as to readily reflect roster cycles and shift configurations utilised at the workplace. Any application will not be unreasonably refused.
- (e) Before commencing part-time employment, the Employer and Employee will agree, in writing, to the guaranteed minimum number of hours to be worked per week or fortnight. The terms of the agreement may be varied by agreement.

## 18. CASUAL EMPLOYMENT

- (a) A casual Employee is one who is engaged as such.
- (b) A casual Employee shall be paid per ordinary hour worked between Monday and Friday (inclusive) an amount equal to the ordinary rate of pay appropriate to the class of work performed plus a casual loading of 25%.
- (c) In addition, a casual Employee shall be entitled to receive the allowances prescribed herein, unless stated otherwise.

- (d) The minimum daily engagement for a casual Employee shall be 3 hours.
- (e) The clauses of this Agreement pertaining to annual leave, paid personal/carer's leave, paid compassionate leave and Termination of employment, shall not apply in the case of a casual Employee as the casual loading is paid in compensation of such entitlements.
- (f) Casual Enrolled Nurses are entitled to long service leave in accordance with clause 28. Casual Registered Nurses are excluded from clause 28 of this Agreement and any eligibility to long service leave will be in accordance with the *Long Service Leave Act 2018* (Vic).
- (g) Casual Conversion
  - (i) A casual Employee may have a pathway to permanent employment in accordance with the NES. In accordance with the NES, unless there are reasonable grounds for the Employer not to make the offer, the Employer must make an offer to a casual Employee under this subclause if:
    - (1) the Employee has been employed by the Employer for a period of at least 12 months beginning the day the employment started; and
    - (2) during at least the last 6 months of that period, the Employee has worked a regular pattern of hours on an ongoing basis which, without significant adjustment, the Employee could continue to work as a full-time or a part-time Employee (as the case may be).
  - (ii) A casual Employee who has been employed by the Employer for a period of at least 12 months beginning the day the employment started, and, for a period of 6 months ending the day the request is given, has worked a regular pattern of hours on an ongoing basis which, without significant adjustment, the Employee could continue to work as a full-time Employee or a part-time Employee (as the case may be), has the right to request in writing that the Employer convert their employment to permanent, subject to the requirements of section 66F(1)(c) of the Act also being met.
  - (iii) Any dispute over the application of the NES casual conversion provisions may be dealt with in accordance with Clause 11, Dispute Resolution Procedure in this Agreement.
  - (iv) The further details of casual conversion will be in accordance with the NES.

## 19. ROSTER OF HOURS

- (a) The ordinary hours of duty of full-time and part-time Employees shall be worked according to a roster or rosters which shall be exhibited at some reasonably convenient place accessible to Employees to whom it applies, where it may be seen by such Employees.
- (b) A roster of at least fourteen days' duration, setting out Employees' daily ordinary working hours, and commencing and finishing times shall be posted at least fourteen days before it comes into operation in each work location.
- (c) Except as in emergency situations, or by mutual agreement, or to enable the functions of the Employer's hospital to be carried out where an Employee is absent from work on a period of personal/carer's leave, or compassionate leave, or family violence leave in accordance with this Agreement, seven days' notice shall be given of a change of roster.

- (d) The roster or rosters shall be drawn up so as to provide at least ten hours off duty between successive ordinary shifts. By mutual agreement between the Employer and Employee, the ten hour off duty break may be reduced to eight hours.
- (e) Where an Employer requires an Employee without seven days' notice and outside the excepted circumstances prescribed in (c), to perform ordinary duty at other times than those previously rostered, the Employee shall be paid in accordance with the hours worked, with the addition of a daily allowance (change of roster) as set out in Appendix 1.
  - (i) Provided that a part-time Employee who agrees to work shift(s) in addition to those already rostered will not be entitled to the above specified allowance for the additional shift(s) worked.
- (f) Notwithstanding any other provision of this part, this clause shall not apply to casual Employees, Directors of Nursing (however titled) and Deputy Directors of Nursing (however titled).

20. SATURDAY AND SUNDAY WORK

- (a) All ordinary hours performed by a full-time or part-time Employee between midnight on Friday and midnight on Sunday shall be paid for at the rate of time and a half, calculated on the ordinary rate of pay. In the case of a casual Employee, such time worked will be paid at the rate of time and a half calculated on the casual hourly rate (being 187.5% of the ordinary rate of pay and which incorporates the casual loading).

21. MEAL AND REST BREAKS

- (a) Employees for shifts greater than five hours, shall be granted an unpaid meal interval of 30 minutes. The meal interval is to be taken no earlier than two hours and no later than six hours after commencing the day's shift. Provided that, by agreement of an individual Employee, an Employee who works shifts of six hours or less may forfeit the unpaid meal break, in which case the Employee will work the meal break period be paid at their ordinary rate of pay (together with the casual loading in the case of a casual Employee) for the duration of the meal break that is forfeited.
- (b) Where authorised by their Manager, an Employee who is unable to take their meal break in exceptional circumstances where they are not relieved of their responsibility for that period of a meal break, the mealtime is to be paid at the Employee's ordinary rate of pay (together with the casual loading in the case of a casual Employee) in accordance with this Agreement and, where possible, the Employee will be given an unpaid meal break at the earliest possible time prior to completing their shift.
- (c) Where an Employee is required by the Employer to remain available during a meal break, but is free from duty, the Employee will be paid at their ordinary rate of pay (together with the casual loading in the case of a casual Employee) for a 30 minute meal break. This period will not count as time worked when calculating ordinary hours for the purposes of overtime or penalties.
- (d) Employees shall be entitled to one paid ten minute rest interval per four hours worked. Subject to an agreement between the Employer and the Employee, such breaks may be taken as one 20 minute break.

## 22. OVERTIME

- (a) Subject to the approval of the Employer, where the full-time or part-time Employee is required to work in excess of the number of ordinary hours, as set out at Clause 15, up to a maximum of 10 hours in a day (or in excess of 12 hours in a day in the case of working a twelve hour shift in accordance with Appendix C of this Agreement), or 76 hours in a fortnight or 152 hours per four week period, such excess hours are to be paid as follows, calculated on the ordinary rate of pay:
  - (i) Monday to Friday (inclusive) - time and a half (150%) for the first two hours and double time (200%) thereafter;
  - (ii) Saturday and Sunday – double time (200%);
  - (iii) Public Holidays (that fall on a weekday) – double time (200%);
  - (iv) Public Holidays (that fall on a weekend) - double time and a half (250%).
- (b) In the case of a casual Employee required by the Employer to work in excess of 10 hours in a day, or 12 hours in a day in the case of working a twelve hour shift in accordance with Appendix C of this Agreement, or 76 hours in a fortnight, the casual Employee will be paid for such excess hours as follows, calculated on the ordinary rate of pay and incorporating the casual loading:
  - (i) Monday to Friday (inclusive) – 150% for the first two hours and 200% thereafter;
  - (ii) Saturday and Sunday – 200%;
  - (iii) Public Holidays (that fall on a weekday) – 250%;
  - (iv) Public Holidays (that fall on a weekend) – 312.5%.
- (c) Rest periods - affected by overtime (including Saturdays and Sundays)
  - (i) When overtime work (including recall to duty) is necessary it shall, wherever reasonably practicable, be so arranged that Employees have at least ten hours continuously off duty between the work of successive shifts.
    - (1) Notwithstanding (c)(i) above, where an Employee is on call on a rostered day off and is recalled to duty on their rostered day off, the Employee shall be afforded at least ten hours continuously off duty between the conclusion of the recall and the commencement of their next rostered ordinary shift.
  - (ii) An Employee (other than a casual Employee):
    - (1) who works so much overtime between the termination of their last shift and the commencement of their next succeeding shift that they would not have had at least ten hours continuously off duty between those times, shall subject to this subclause, be released after completion of such overtime worked until they have had ten hours continuously off duty without loss of pay for rostered ordinary hours occurring during such an absence;
    - (2) who is recalled to duty in the circumstances set out at (c)(i) and would not have had at least ten hours continuously off duty between the conclusion of the recall and the commencement of their next rostered ordinary shift, shall subject to this subclause, be released after completion of such recall until they have had ten hours continuously off duty without loss of pay for rostered ordinary hours

occurring during such an absence;

- (3) The provisions of clause 22(c) (10 hour break) shall not apply in the following circumstances:
  - (A) Where an Employee is recalled to work within 2 hours of commencement of normal duty, and they have had a 10 hour break preceding this, they will be paid the minimum recall of 3 hours at the appropriate overtime rate in addition to time worked for their ordinary rostered shift. This clause shall not apply where the Employee has had prior recalls since their last rostered shift outside 2 hours of the commencement of normal duty.
- (iii) If on the instructions of the Employer such an Employee resumes or continues work without having had such ten hours continuously off duty they shall be paid at the rate of double time the ordinary rate of pay until they are released from duty for such rest period and they shall be entitled to be absent until they have had ten hours continuously off duty without loss of pay for rostered ordinary hours occurring during such an absence.
- (iv) In the event of any Employee finishing any period of overtime or recall at a time when reasonable means of transport are not available for the Employee to return to their place of residence the Employer shall provide adequate transport free of cost to the Employee, or will refund the Employee the cost of reasonable transport upon production of evidence satisfactory to the Employer.
- (v) In lieu of receiving payment for overtime worked in accordance with this Clause, Employees may, with the consent of the Employer, be allowed to take time off, for a period of time equivalent to the period worked in excess of ordinary rostered hours of duty, plus a period of time equivalent to the overtime penalty incurred. Such time in lieu shall be taken as mutually agreed between the Employer and the Employee, provided that accrual of such leave shall not extend beyond a 28 day period.
- (d) Where such accrued time has not been taken within the 28 day period, or on termination of employment, or at the request of the Employee at any time, such time shall be paid in accordance with this Clause at the rate of pay which applied on the day the overtime was worked. Further, under special circumstances the Employer may approve an Employee accumulating time off in lieu up to 38 hours. Where payment is requested by the Employee, the payment will be made in the next pay period following the request.
- (e) For the purposes of this Clause, in accruing or calculating payment of overtime, each period of overtime shall stand alone.
- (f) The overtime rates prescribed in this Clause do not apply to the DON (however titled) or DDON (however titled).

## 23. PARENTAL LEAVE

- (a) Employees are entitled to parental leave in accordance with the provisions of the Act, as amended from time to time.
- (b) Permanent Employees eligible for parental leave in accordance with subclause (a) shall be entitled to access one type of the following forms of paid parental leave per

birth/placement or adoption, which is calculated on the Employee's ordinary rate of pay and according to their contracted hours:

- (i) ten weeks paid primary carer leave for any eligible permanent Employee who will be the child's primary carer at the time of birth / placement (in the case of adoption) of the child, provided that the paid primary carer leave entitlement will increase to 14 weeks for paid primary carer leave commencing on or after 1 July 2024; or
  - (ii) one week paid secondary carer leave for any eligible permanent Employee who will not be the child's primary carer at the time of the birth / placement (in the case of adoption) of the child, provided that the paid secondary carer leave entitlement will increase to 2 weeks where it commences on or after 1 July 2024.
- (c) The payment provided in this Agreement in subclause (b) shall not be reduced in terms of its monetary value by the Commonwealth Government's scheme of publicly funded paid parental leave (however titled or styled).
- (d) Paid parental leave set out in subclause (b) above which commences on or after the first full pay period on or after 1 July 2024, will attract payment by the Employer of superannuation guarantee contributions at the applicable superannuation guarantee rate specified by the Superannuation Guarantee legislation.
- (e) In accordance with s.73 of the Act, a female Employee shall be entitled to work until their estimated date of birth. If requested by the Director of Nursing or nominee, the Employee shall provide a statement from her medical practitioner or midwife to the effect that continuing employment until the date of birth is not a risk to the Employee or the unborn child.
- (f) In addition, the Employee may take all accrued annual leave prior to a return to work from primary carer leave and secondary carer leave.
- (g) Right to request
- (i) An Employee entitled to parental leave pursuant to the provisions of clause 23 may request the Employer to allow the Employee:
    - (1) to extend the 52 weeks of unpaid parental leave by a further continuous period of leave not exceeding 12 months;
    - (2) to return from a period of parental leave on a part-time basis while the child is of school age or younger;to assist the employee in reconciling work and parental responsibilities.
  - (ii) The Employer shall consider the request having regard to the Employee's circumstances and, provided the request is genuinely based on the Employee's parental responsibilities, may only refuse the request on reasonable grounds related to the effect of the workplace or the Employer's business. Such grounds might include cost, lack of adequate replacement staff, loss of efficiency and the impact on customer service.
  - (iii) Employee's request and the Employer's decision to be in writing  
The Employee's request and the Employer's decision made under (i) and (ii) must be recorded in writing.
  - (iv) Request to return to work part-time



Where an Employee wishes to make a request under (d)(i)(2), such a request must be made as soon as possible but no less than seven weeks prior to the date upon which the Employee is due to return to work from parental leave.

- (h) Special parental leave
  - (i) Where the pregnancy of an Employee not then on parental leave terminates other than by the birth of a living child, the Employee may take leave for such periods as a registered medical practitioner certifies as necessary, as follows:
    - (1) Where the pregnancy terminates during the first 20 weeks, during the certified period/s the Employee is entitled to access any paid and/or unpaid personal leave entitlements in accordance with the relevant personal leave provisions;
    - (2) Where the pregnancy terminates after the completion of 20 weeks, during the certified period/s the Employee is entitled to paid special parental leave not exceeding the amount of paid primary carer leave available under subclause (b)(i) and thereafter, to unpaid special parental leave.

## 24. ANNUAL LEAVE

- (a) Employee's entitlement to leave
  - (i) Full-time and part-time Employees shall be entitled to 5 weeks annual leave in respect of any 12 months service. This leave entitlement is inclusive of the base NES annual leave entitlement and the additional week under the NES for a 'shiftworker' as defined. A 'shiftworker' for the purposes of this subclause and the NES is an Employee who is regularly rostered over seven days of the week and regularly works on weekends.
  - (ii) Such annual leave accrues progressively during a year of service according to the Employee's ordinary hours of work and accumulates from year to year.
- (b) Employee taken to not be on paid annual leave at certain times
  - (i) If the period during which an Employee takes paid annual leave includes a day or part-day that is a public holiday in the place where the Employee is based for work purposes, the Employee is taken not to be on paid annual leave on that public holiday.
  - (ii) Where other periods of leave occur (other than unpaid parental leave), or a period of absence from employment for community service leave, the Employee is taken not to be on paid annual leave for the period of that other leave or absence.
- (c) Effect of termination on annual leave
  - (i) If, when the employment of an Employee ends, the Employee has a period of untaken accrued annual leave, the Employer must pay the Employee the amount that would have been payable to the Employee had the Employee taken that period of leave, including any leave loading.
- (d) Taking of leave

- (i) An Employee with an accrued annual leave entitlement is entitled to apply to take annual leave at any time and the Employer shall not unreasonably refuse such an application.
  - (ii) Where the Employee has accrued at least double their annual entitlement to annual leave, the Employer may direct the Employee to take some or all of that accrued annual leave, provided that:
    - (1) the Employee has been given a reasonable opportunity to submit a plan to reduce the leave balance to not more than 6 weeks (pro rata for part-time), within six months (**leave reduction plan**);
    - (2) the Employer will not unreasonably refuse to agree to a leave reduction plan which includes saving leave for an extended vacation within 12 months;
    - (3) in directing that the Employee take leave, the Employee cannot be directed to reduce the accrued leave to less than 6 weeks, unless agreed otherwise between the Employer and Employee; and
    - (4) the direction must not require the Employee to take a period of annual leave beginning less than 8 weeks, or more than 12 months, after the direction is given.
  - (iii) Notwithstanding the provisions of this clause, the Employer may direct an Employee to take a period of annual leave in accordance with subclause (h).
- (e) Payment for leave
- (i) Employees shall receive their ordinary pay during all periods of annual leave. "Ordinary pay" means remuneration for the Employee's ordinary hours of work in the period over which paid annual leave is taken, calculated on the ordinary rate of pay. Employees may request that before going on leave, such leave be paid in advance, otherwise the leave will be paid in the normal pay fortnights for the period of such leave.
  - (ii) In addition to the ordinary pay as prescribed in (e)(i) all Employees shall receive the higher of (1) or (2) below:
    - (1) a loading of 17-1/2% calculated on the ordinary rate of pay:
      - (A) provided that such loading shall be on a maximum of 152 hours (4 weeks) in respect of any year of service with the Employer; or
    - (2) in respect of each period of leave granted, an amount comprising the following:
      - (A) shift work premiums according to roster or projected roster;
      - (B) Saturday, Sunday premiums according to roster or projected roster;
      - (C) in-charge allowances; and
      - (D) allowances prescribed in the uniform and laundry allowance clause of this Agreement.
- (f) Pay in lieu of an amount of annual leave
- (i) Upon receipt of a written request by an Employee, the Employer may, in writing, authorise the Employee to receive pay in lieu of an amount of

annual leave.

- (ii) Paid annual leave must not be cashed out if the cashing out would result in the Employee's remaining accrued entitlement to paid annual leave being less than 4 weeks.
- (iii) Where an Employee forgoes an entitlement to take an amount of annual leave, the Employee must be paid at least the full amount that would have been payable to the Employee had the Employee taken the leave that the Employee has forgone.

(g) Weekend work

In addition to the leave prescribed in subclause (a) and subject to the provisions below, a full-time Employee will be entitled to an additional week's annual leave as follows:

- (i) A full-time Employee who is required to work and worked ordinary hours (as prescribed under Clause 15 - Hours of Work) on week days and on 10 or more weekends throughout the twelve months period of service shall be allowed an additional seven consecutive days leave including non-working days.
- (ii) A full-time Employee with twelve months continuous service so engaged in accordance with subclause (i) above for part of the twelve months period shall have the leave prescribed in subclause (a) increased by half a day for each month during which engaged as aforesaid.

(h) Periods of low occupancy or Christmas close down periods

- (i) Where the Employer temporarily closes a section, ward, unit, theatre of a hospital due to periods of low occupancy, such as during the Christmas to New Year period, the Employer shall discuss this matter with affected Employees. Where possible the affected Employees shall be afforded work in an alternate area of the hospital. In the circumstances where alternative work is not available:
  - (1) the Employee may be directed to take paid annual leave during part or all of this period, provided that the requirement is reasonable. Where an Employee does not have enough accrued paid annual leave to cover this period, the Employee may be required to access their accumulated annual leave and take leave without pay to cover the balance of this period.

## 25. PUBLIC HOLIDAYS

- (a) An Employee shall be entitled to paid time off (or penalty payments for time worked) in respect of public holidays in accordance with this clause.
- (b) Subject to subclause (c), the public holidays to which this clause applies are the days determined under Victorian law as public holidays in respect of the following occasions:
  - (i) New Year's Day, Australia Day, Christmas Day and Boxing Day; and
  - (ii) Good Friday, the Saturday immediately before Easter Sunday, Easter Sunday, Easter Monday, Anzac Day, King's Birthday and Labour Day; and
  - (iii) Melbourne Cup Day, or in lieu of Melbourne Cup Day, some other day as

- determined under Victorian law for a particular locality; and
- (iv) any additional public holiday declared or prescribed in Victoria or a locality in respect of occasions other than those set out in (b)(i).
- (c) Applicability of penalty payments for some public holidays falling on a weekend
- (i) When Christmas Day, Australia Day, Boxing Day, or New Year's Day (**Actual Day**) is a Saturday or a Sunday, and a substitute or additional holiday is determined under Victorian law on another day in respect of any of those occasions (**Other Day**):
    - (1) Weekend Workers (as defined in subclause (h)) and casual Employees shall receive penalty payments pursuant to clause (e) for time worked on the Actual Day, or on the Other Day if the Employee does not work ordinary hours on the Actual Day; and
    - (2) all other Employees will receive penalty payments pursuant to clause (e) for time worked on the Other Day.
- (d) Substitution of one public holiday for another
- An Employer, with the agreement of the Employees, may substitute another day for any prescribed holiday in this clause other than Christmas Day, Boxing Day, New Year's Day and Australia Day:
- (i) For this purpose, the consent of the majority of affected Employees shall constitute agreement.
  - (ii) An agreement pursuant to paragraph (d)(i) shall be recorded in writing and be available to every affected Employee.
- (e) Penalty Payments in respect of public holidays
- (i) An Employee, other than a casual, who performs ordinary hours of work on a public holiday (or where Christmas Day, Boxing Day, New Year's Day or Australia Day fall on a weekend, the day to which penalty rates apply pursuant to clause (c)) shall be entitled to be paid:
    - (1) 200% (based on the ordinary rate of pay) for the time worked on a public holiday Monday to Friday; or
    - (2) 250% (based on the ordinary rate of pay) for the time worked on a public holiday on a Saturday or Sunday.
  - (ii) A casual Employee who performs ordinary hours of work on a public holiday (or where Christmas Day, Boxing Day, New Year's Day or Australia Day fall on a weekend, the day to which penalty rates apply pursuant to clause (c)) shall be entitled to be paid the following rates, calculated on the ordinary rate of pay and which incorporate the casual loading:
    - (1) 250% for time worked on a public holiday Monday to Friday; or
    - (2) 312.5% for time worked on a public holiday on a Saturday or Sunday.
- (f) Public holidays occurring on rostered days off – full-time Employees only
- (i) Subject to (f)(ii) and (iii), a full-time Employee shall receive a sum equal to a day's ordinary pay (calculated at the ordinary rate of pay) for public holidays that occur on their rostered day off.
  - (ii) Subject to clause (f)(iii), if a public holiday falls on Saturday or Sunday then (f)(i) will only apply to Weekend Workers.

- (iii) Where on each occasion that Christmas Day, Boxing Day, New Year's Day or Australia Day falls on a weekend, and under Victorian law an additional day or substitute day (**Other Day**) applies as a public holiday in respect of that occasion, and:
  - (1) the Employee is rostered off for both the actual day and the Other Day, then only one day's payment will be made under (f)(i); or
  - (2) the Employee works only on one of either the actual day or the Other Day, and receives penalty rates for the day worked, the Employee will not receive a payment under (f)(i) in respect of the day not worked.
- (g) Public holidays occurring on rostered days off - Part-time Employees
 

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, notwithstanding the following:

  - (i) In determining whether a part-time Employee who works a variable roster is "ordinarily required" to work on a day on which a particular public holiday falls and therefore entitled to receive the "rostered off" benefit in subclause (f) for a particular public holiday not worked, the Employer will determine this by reviewing the roster pattern of the individual over the preceding six months. If the rosters show that the Employee has worked 50% or more of the days on which a particular public holiday falls, the Employee shall be entitled to receive the 'rostered off' benefit for that public holiday.
  - (ii) For the purposes of this clause the 'rostered off' benefit shall be calculated by adding together the hours worked by the Employee on the particular day of the week on which the public holiday falls over the immediately preceding six months and averaging those hours in respect of those days worked by the Employee.
- (h) For the purpose of this clause only, a Weekend Worker is an Employee who works ordinary hours on a Saturday or Sunday.

## 26. PERSONAL/CARER'S LEAVE

The provisions of this clause apply to full-time and part-time (on a pro rata basis) Employees but do not apply to casual Employees, excepting unpaid carer's leave.

- (a) Definitions
 

The term **immediate family** is as defined in Clause 9 – Definitions of this Agreement.
- (b) Access to paid personal/carer's leave
  - (i) Paid personal/carer's leave is available to an Employee, when they are absent:
    - (1) due to personal illness or injury; or
    - (2) for the purposes of providing care or support to a member of their immediate family, or a member of their household, who requires care or support because of a personal illness, or personal injury, affecting the member; or an unexpected emergency affecting the

member.

- (c) Amount of paid personal/carer's leave
  - (i) The amount of paid personal/carer's leave to which a full-time Employee is entitled depends on how long they have worked for the Employer and accrues in accordance with the NES as follows:
    - (1) up to 7 hours and 36 minutes, for each month of service in the first year of service (or 10 days in the first year of service, whichever is the higher);
    - (2) up to 106 hours and 24 minutes, in each year in the second, third and fourth years of service; and
    - (3) up to 159 hours and 36 minutes, in the fifth and following years of service.
  - (ii) A part-time employee is entitled to accrue paid personal carer's leave in accordance with the NES, or in accordance with subclause (c)(i) on a pro-rata basis of ordinary hours worked, whichever is the higher.
- (d) Accrual of Personal/Carer's Leave
  - (i) In accordance with the NES, such untaken leave accumulates from year to year.
- (e) Personal/carer's leave for personal injury or sickness
  - (i) An Employee is entitled to use the full amount of their personal/carer's leave entitlement including accrued leave for the purposes of personal illness or injury, subject to the conditions set out in this clause.
  - (ii) In the event of an Employee becoming unfit for duty due to personal injury or sickness the Employee will be entitled to paid personal leave at the ordinary rate of pay for their ordinary hours of work in the period over which the paid leave is taken, on the production of satisfactory evidence to the Employer for the taking of such leave. A certificate of a legally qualified health practitioner or a Statutory Declaration signed by the Employee shall be satisfactory evidence of personal injury or sickness.
  - (iii) Provided that an Employee may be absent through personal injury or sickness for one day without furnishing evidence of such sickness as provided in clause (e)(ii) hereof on not more than three occasions in any one year of service. An Employee must, where practicable, notify the Employer two hours before the time rostered to commence duty on the day of such absence, including the estimated length of absence, provided that Employees rostered for duty prior to 11.00am on the day of such absence shall not be required to give such notice before 7.00am. Where it is not practicable for an Employee to provide notice in advance of taking of personal/carer's leave in accordance with this subclause, the Employee must give notice of the taking of such leave as soon as is reasonably practicable.
  - (iv) Provided further that an Employee's entitlement to payment for personal/carer's leave for personal injury or sickness upon production of a Statutory Declaration shall be limited to not more than three occasions in each year in respect to absences not exceeding three consecutive working days' duration.

- (v) Provided that in respect of any period of absence from employment between engagement with one Employer and another re-engagement with the same Employer, continuity of employment shall be deemed to be unbroken provided such period of absence does not exceed five weeks in addition to the total period of annual leave and / or long service leave which the Employee actually receives on termination or for which they are paid in lieu.
  - (vi) Provided further that where any Employee for the sole purpose of undertaking a course of study related to their employment is, with the written approval of the Employer, absent without pay for up to but not exceeding 52 weeks, such absences shall not be deemed to have broken continuity of service but shall not be counted in aggregating service for the purpose of establishing entitlement to personal leave portability.
  - (vii) Employees who are absent on personal leave for personal injury or sickness either side of a public holiday shall be required to provide a medical certificate from a registered health practitioner, Statutory Declaration or other evidence satisfactory to the Employer within ten working days after their return to work.
- (f) Carer's Leave
- (i) Employees shall be entitled to use, in accordance with this subclause, any paid personal leave entitlement where required to provide care or support to a member of their immediate family, or a member of their household, who requires care or support because of a personal illness, or personal injury, affecting the member; or an unexpected emergency affecting the member.
  - (i) Employees (including casuals) are also entitled to a period of up to two days unpaid carer's leave for each occasion. The Employer may require production of a medical certificate or statutory declaration establishing the reason for taking such leave, the relationship to the Employee of the person requiring care or support, and the estimated length of absence. An Employee cannot take unpaid carer's leave during a particular period if the Employee could instead take paid personal/carer's leave.
- (g) Personal Leave to Attend Appointment
- Where an Employee is absent from duty on account of a disability or required to attend a chiropractor/podiatrist, chiropractor, dentist, optometrist, osteopath, physiotherapist or psychologist, the Employee may access their accrued paid personal/carer's leave entitlements for leave for a period not exceeding five working days in aggregate per year.

## 27. COMPASSIONATE LEAVE

- (a) An Employee is entitled to 2 days of compassionate leave for each occasion (a ***permissible occasion***) when:
  - (i) a member of the Employee's immediate family, or a member of the Employee's household:
    - (1) contracts or develops a personal illness that poses a serious threat to their life; or
    - (2) sustains a personal injury that poses a serious threat to their life; or

- (3) dies; or
  - (ii) a child is stillborn (as defined in the Act), where the child would have been a member of the Employee's immediate family, or a member of the Employee's household, if the child had been born alive; or
  - (iii) the Employee, or the Employee's spouse or de facto partner, has a miscarriage (as defined in the Act), provided further that this leave entitlement does not apply to a former spouse or former de facto partner of the Employee, or if the miscarriage results in a stillborn child.
- (b) An Employee may take compassionate leave for a particular permissible occasion if the leave is taken:
  - (i) to spend time with the member of the Employee's immediate family or household who has contracted or developed the personal illness, or sustained the personal injury, referred to in subclause (a); or
  - (ii) after the death of the member of the Employee's immediate family or household, or the stillbirth of the child, referred to in subclause (a);
  - (iii) after the Employee or the Employee's spouse or de facto partner has the miscarriage referred to in subclause (a)(iii).
- (c) An Employee may take compassionate leave for a particular permissible occasion as a single continuous 2 day period; or 2 separate periods of 1 day each; or any separate periods to which the Employee and the Employer agree.
- (d) If the permissible occasion is the contraction or development of a personal illness, or the sustaining of a personal injury, the Employee may take the compassionate leave for that occasion at any time while the illness or injury persists.
- (e) If, in accordance with this Clause, an Employee, other than a casual Employee, takes a period of compassionate leave, the Employer must pay the Employee at the Employee's ordinary rate of pay for the Employee's ordinary hours of work in the period. For casual Employees, compassionate leave is unpaid leave.
- (f) The Employee, if required by the Employer, shall supply relevant evidence to the satisfaction of the Employer of the requirement for such leave. Such evidence may include a requirement to supply a medical certificate.

## 28. LONG SERVICE LEAVE

- (a) Entitlement
  - (i) Employees shall be entitled to long service leave as hereinafter provided.
  - (ii) An Employee shall be entitled to long service leave with pay, in respect of continuous service with the Employer in accordance with the provisions of this Clause.
  - (iii) An Employee shall have the following entitlement to long service leave:
    - (1) On the completion by the Employee of fifteen years continuous service - six months long service leave and thereafter an additional two months long service leave on the completion of each additional five years service.
    - (2) In addition, in the case of an Employee who has completed more than fifteen years service and whose employment is terminated otherwise than by the death of the Employee, an amount of long



service leave equal to 1/30th of the period of their service since the last accrual of entitlement to long service leave under (a)(iii)(1).

- (3) From the following dates, in the case of an Employee who has completed the corresponding minimum period of service and whose employment is terminated for any cause, such amount of long service leave as equals 1/30th the period of service, less any period of long service leave taken:
  - (A) From the date of operation of the Agreement – at least 10 years but less than 15 years' service;
  - (B) From 1 July 2024 – at least 9 years but less than 15 years' service;
  - (C) From 1 July 2025 – at least 8 years but less than 15 years' service;
  - (D) From 1 July 2026 – at least 7 years but less than 15 years' service.

(b) Service entitling to leave

- (i) Subject to this subclause service shall also include all periods during which an Employee was serving in His Majesty's Forces or was made available by the Employer for National Duty.
- (ii) Where a business is transferred from one employer (the **old employer**) to another employer (the **new employer**) an Employee who worked with the old employer and who continues in the service of the new employer shall be entitled to count their service with the old employer as service with the new employer for the purposes of this clause.
- (iii) For the purposes of this Clause service shall be deemed to be continuous notwithstanding:
  - (1) the taking of any annual leave or long service leave; or other paid leave approved in writing by the Employer and not covered by subclause (b)(iii)(2) to (b)(iii)(4);
  - (2) any absence from work of not more than fourteen days in any one year on account of illness or injury or if applicable such longer period as have accrued and may be taken under the Personal Leave clause of this Agreement;
  - (3) any interruption or ending of the employment by the Employer if the interruption or ending is made with the intention of avoiding obligations in respect of long service leave or annual leave;
  - (4) any absence on account of injury arising out of or in the course of the employment of the Employee for a period during which payment is made under Accident pay (clause 48 refers);
  - (5) any leave of absence of the Employee where the absence is authorised in advance in writing by the Employer to be counted as service;
  - (6) any interruption arising directly or indirectly from an industrial dispute;
  - (7) the dismissal of an Employee, but only if the Employee is re-

- employed within a period not exceeding two months after the dismissal;
- (8) any absence from work of an Employee from work for a period not exceeding twelve months or longer as agreed under the parental leave clause of this Agreement in respect of any pregnancy or adoption;
  - (9) any unpaid absence of not more than 24 months for the sole purpose of undertaking a course of study related to nursing where the written approval of the Employer is given;
  - (10) any other absence of an Employee by leave of the Employer, or on account of injury arising out of or in the course of their employment not covered by (b)(iii)(4) of this subclause.
- (iv) In calculating the period of continuous service of any Employee, any interruption or absence of a kind mentioned in (b)(iii)(1) to (b)(iii)(5) shall be counted as part of the period of their service, but any interruption or absence of a kind mentioned in (b)(iii)(6) to (b)(iii)(10) shall not be counted as part of the period of service unless it is so authorised in writing by the Employer.
- (v) The Employer shall keep or cause to be kept a long service record for each Employee, containing particulars of service, leave taken and payments made.
- (c) Payment in lieu of long service leave on the death of an Employee
- From the following dates, where an Employee who has completed the corresponding minimum period of service dies while still in the employment of the Employer, the Employer shall pay to such Employee's personal representative a sum equal to the pay of such Employee for 1/30th of the period of the Employee's continuous service in respect of which leave has not been allowed or payment made immediately prior to the death of the Employee:
- (i) From the date of operation of the Agreement – at least 10 years' service;
  - (ii) From 1 July 2024 – at least 9 years' service;
  - (iii) From 1 July 2025 – at least 8 years' service;
  - (iv) From 1 July 2026 – at least 7 years' service.
- (d) Payment for period of leave
- (i) Payment to an Employee in respect of long service leave shall be made in one of the following ways:
    - (1) in full in advance when the Employee commences their leave; or
    - (2) at the same time as payment would have been made if the Employee had remained on duty; in which case payment shall be made by electronic funds transfer to the Employee's nominated bank account; or
    - (3) in any other way agreed between the Employer and the Employee.
  - (ii) Where the employment of an Employee is for any reason terminated before the Employee takes any long service leave to which they are entitled or where any long service leave accrues to an Employee pursuant to (a)(iii)(2) hereof the Employee shall subject to the provisions of (d)(iii) be entitled to

- pay in respect of such leave as at the date of termination of employment.
- (iii) Where any long service leave accrues to an Employee pursuant (a)(i) hereof the Employee shall be entitled to pay in respect of such leave as at the date of termination of employment.
  - (iv) Where an increase occurs in the ordinary rate of pay during any period of long service leave taken by the Employee, the Employee shall be entitled to receive payment of the amount of any increase in pay at the completion of such leave.
- (e) Taking of leave
- (i) When an Employee becomes entitled to long service leave such leave shall be granted by the Employer within six months from the date of the entitlement, but the taking of such leave may be postponed to such a date as is mutually agreed.
  - (ii) Any long service leave shall be inclusive of any public holiday or accrued day off occurring during the period when leave is taken.
  - (iii) If the Employer and an Employee so agree:
    - (1) the first six months long service leave to which an Employee becomes entitled under this Agreement may be taken in periods of not less than one week; and
    - (2) any subsequent period of long service leave to which the Employee becomes entitled may be taken in periods of not less than one week.
- (f) Leave allowed before due date
- (i) An Employer may by agreement with an Employee grant long service leave to the Employee before the entitlement to that leave has accrued, provided that such leave shall not be granted before the Employee has completed:
    - (1) From the date of operation of the Agreement – 10 years' service;
    - (2) From 1 July 2024 – 9 years' service;
    - (3) From 1 July 2025 – 8 years' service;
    - (4) From 1 July 2026 – 7 years' service.
- (g) Definitions
- (i) For the purposes of this Clause the following definitions apply:
    - (1) "Pay" means remuneration for an Employee's normal weekly hours of work calculated at the Employee's ordinary rate of pay at the time the leave is taken or (if the Employee dies before the completion of leave so taken) as at the time of their death; and shall include the amount of any increase to the Employee's ordinary rate of pay which occurred during the period of leave as from the date such increase operates.
    - (2) "Month" shall mean a calendar month.
- (h) Requests for alterations to payment and quantum of leave
- (i) At the request in writing of the Employee, and then by agreement of the Employer, Long Service Leave entitlements may be taken as double the quantum of leave at half pay.
  - (ii) Where the Employee is considering making such a request, the Employer

recommends that the Employee seek independent financial advice as to the relevant taxation implications, if any, prior to making such a request.

- (iii) The Employer will provide to the Employee in writing an indication of the payment and the tax payable as a result of the Employee choosing the double the leave at half pay option prior to the request by the Employee being finalised.

## 29. DISCIPLINARY PROCEDURE

- (a) Where disciplinary action may be necessary, the management representative shall notify the Employee of the issues in writing and the Employee will be given an opportunity to respond to these issues. In the event the Employer considers that the Employee's response is unsatisfactory, a first warning in writing may be issued. This warning will be recorded on the Employee's personnel file.
- (b) If there are further performance or conduct issues, the Employee will again be notified in writing of the matter and a response requested from the Employee. In the event the Employer considers it appropriate, a second warning in writing will be given to the Employee and recorded on the Employee's personnel file.
- (c) In the event that there are further performance or conduct issues, the Employee will again be notified in writing of the matter and a response requested. In the event the Employer considers it appropriate, a final written warning will be issued to the Employee and recorded on the Employee's personnel file.
- (d) In the event of further performance or conduct issues, then the Employee may be terminated after the matters have been investigated and reasons sought from the Employee.
- (e) Notwithstanding the above process, for serious matters pertaining to conduct or performance the Employer may also issue a "final warning" in the first instance. A "final warning" shall be such that the employee is notified that in the event that there are further performance or conduct issues the employee may be terminated. Further, termination or summary dismissal of an Employee may still occur for acts of serious misconduct.
- (f) During all steps in the Disciplinary Procedure referred to in this clause, the Employee has the right to representation of their choice, including the ANMF. The Employer may be represented by the representative of their choice. The procedure may be delayed due to the unavailability of the Employee's chosen representative. However, in accordance with the principles of natural justice, disciplinary matters are to be dealt with in a timely manner and the process will not be unreasonably delayed on account of the unavailability of the Employee's chosen representative.
- (g) Records relating to disciplinary procedures will be disregarded where a continuous period of 12 months elapses without further warning/s.
- (h) This clause shall not apply until the Employee has completed a period of employment with the Employer of at least the minimum employment period as prescribed in the Act.

## 30. CLINICAL NURSE SPECIALIST

The CNS classification shall be available to all Registered Nurses whether employed full time or part time who meet the Agreement definition; and meet the criteria as stated in Appendix A.

31. TERMINATION OF EMPLOYMENT

(a) Notice of termination by the Employer

- (i) In order to terminate the employment of an Employee the Employer shall give to the Employee the following notice:

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

- (ii) In addition to the notice in (a)(i) hereof, Employees over 45 years of age at the time of the giving of the notice with not less than two years' continuous service, shall be entitled to an additional week's notice.
- (iii) Payment in lieu of part of the notice prescribed in (a)(i) and/or (a)(ii) shall be made if the appropriate notice period is not given. Provided that employment may be terminated by part of the period of notice specified and part payment in lieu thereof.
- (iv) The required amount of payment in lieu of notice must equal the amount that the Employer would have been liable to pay the employee at the full rate of pay (as defined by the Act) for the hours the Employee would have worked had the employment continued until the end of the minimum notice period.
- (v) The period of notice in this clause does not apply:
- (1) in the case of dismissal for serious misconduct;
  - (2) to Employees engaged for a specific period of time or for a specific task or tasks;
  - (3) to trainees whose employment under a traineeship agreement or an approved traineeship is for a specified period or is, for any other reason, limited to the duration of the agreement; or
  - (4) to casual Employees.
- (vi) For the purposes of this clause, continuity of service shall be calculated in accordance with section 22 of the Act.

(b) Notice of termination by the Employee

- (i) The notice of termination required to be given by an Employee shall be the same as that required of an Employer, save and except that there shall be no additional notice based on the age of the Employee concerned.
- (ii) If an Employee who is at least 18 years old does not give the period of notice required under subclause (b)(i), the Employer may deduct from

wages due to the Employee under this Agreement an amount that is no more than one week's wages for the Employee.

- (iii) If the Employer has agreed to a shorter period of notice than that required under subclause (b)(i), then no deduction can be made under subclause (b)(ii).
- (iv) Any deduction under subclause (b)(ii) must not be unreasonable in the circumstances.

(c) Time off work during notice period

Where an 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 for the purpose of seeking other employment. The time off shall be taken at times that are convenient to the Employee after consultation with the Employer.

### 32. EXAMINATION LEAVE

- (a) Employees shall be entitled to five days paid leave in any one calendar year for the purposes of undertaking and/or preparing for examinations in a course of study. Leave entitlements pursuant to this Clause shall not accumulate from year to year, and shall be paid at the Employee's ordinary rate of pay for their ordinary hours of work in the period over which the leave is taken.
- (b) Entitlement to leave pursuant to subclause (a) shall be:
  - (i) available to full-time and part-time Employees who are employed to work on average for at least three shifts or 24 hours per week;
  - (ii) subject to an Employee having been employed by the Employer for twelve months immediately prior to taking of examination leave;
  - (iii) granted for studies which are related to the classification duties in this Agreement, relevant to advancement through the career structure and to employment at the establishment. Such studies would normally be undertaken in a tertiary institution; and
  - (iv) taken at a time that is mutually agreed between the Employer and the Employee. The Employer shall not unreasonably withhold approval for such leave.

### 33. STUDY LEAVE FOR POST GRADUATE STUDIES

- (a) Full time Employees shall be entitled to four hours paid Study Leave (pro rata for part-time Employees) per week for twenty-six weeks per calendar year for approved post graduate study in any one year for the purposes of attending courses and/or undertaking or preparing for examinations in a relevant post graduate course of study. Part time Employees shall be entitled to Study Leave in accordance with this clause on a pro rata basis. Leave entitlements pursuant to this clause shall not accumulate from year to year and shall be paid at the Employee's ordinary rate of pay for their ordinary hours of work in the period over which the leave is taken.
- (b) Entitlement to Study Leave shall be granted for studies which are relevant to the Employee's employment with the Employer.
- (c) Entitlement to Study Leave shall be taken at a time that is mutually agreed between the Employer and the Employee. The Employer shall not unreasonably withhold

approval for such leave.

#### 34. PROFESSIONAL DEVELOPMENT/ CONFERENCE LEAVE

- (a) The Employer has traditionally ensured that operating budgets make reasonable provision for the ongoing professional development of nursing staff. The Employer will encourage all nursing staff to attend relevant seminars and conferences on a regular basis. Subject to the Employer's approval, costs will either be shared or paid for in total by the Employer when appropriate.
- (b) The Employer further agrees that full-time and part-time (four shifts or more per fortnight) Employees will be entitled to 3 days professional development/conference leave per calendar year, provided that from 1 July 2024 the leave entitlement will be 5 days per calendar year. This leave is in addition to other leave entitlements in the Agreement. To access the benefits of this provision it is the responsibility of the employee to make an application for this leave. This leave is to be taken within each calendar year, is not cumulative and shall be paid at the Employee's ordinary rate of pay for their ordinary hours of work in the period over which the leave is taken.
- (c) In addition to the leave in subclause (b), full-time and part-time (four shifts or more per fortnight) Employees who are appointed as a Nurse Practitioner will be entitled to a further 10 hours of paid professional development / conference leave per calendar year. To access the benefits of this provision it is the responsibility of the employee to make an application for this leave. This leave is to be taken within each calendar year, is not cumulative and shall be paid at the Employee's ordinary rate of pay for their ordinary hours of work in the period over which the leave is taken.
- (d) The application for leave under this clause, nominating the preferred date(s) must be made in writing, providing a brief description of the nature of the professional development activity to be undertaken. The application may be for research, attendance at seminars and conferences.
- (e) This application shall be made at least six weeks prior to the requested date(s) and subject to approval by the DoN. The application shall not be unreasonably refused.
- (f) The Employee will be required to report on the professional development seminar/conference to the DoN.
- (g) The Employer offers annually a graduate nurse program for up to 5 students and employs a clinical educator for this program.
- (h) The Employer also offers support programs for the community ie. breast cancer support group, diabetes counselling etc. at subsidised rates.

#### 35. QUALIFICATION ALLOWANCE – REGISTERED NURSES

- (a) A Registered Nurse will be entitled to a qualification allowance set out below, subject to the following:
  - (i) a Registered Nurse holding more than one qualification is only entitled to one qualification allowance, being the allowance for the highest qualification held having regard to sub-clause (a)(ii)
  - (ii) it must be demonstrated that at least one component of the qualification is applicable to the relevant Employee's current area of practice. In situations

where a component of a postgraduate qualification is relevant to that Employee's current area of practice an allowance is payable. In considering whether a component of the qualification is relevant, the nature of the qualification and the current area of practice of the qualification holder are the main criteria. Other considerations may include:

- (1) the clinical or other area of work of the Registered Nurse;
  - (2) the classification and position description of the Registered Nurse;
  - (3) whether the qualification would assist the Registered Nurse in performing her or his role and/or assist in maintaining quality patient care and/or assist in the administration of the ward/unit/area in which the Registered Nurse is employed.
- (iii) a Registered Nurse claiming entitlement to a qualification allowance must provide to the Employer evidence of that Registered Nurse holding the qualification for which the entitlement is claimed.
- (iv) for the avoidance of doubt, a qualification allowance cannot be claimed by a Registered Nurse in respect of that Employee's base qualification leading to registration as a Registered Nurse, with the exception of:
- (1) A double degree
  - (2) A four year degree
  - (3) An honours degree
  - (4) A Masters degree
- (v) certificates obtained from training or education facilities (eg. infection control certificates from the Mayfield Centre) shall be recognised provided that the programmes are equivalent to a University/Graduation certificate and the training/education facility verifies that in writing.
- (b) A Registered Nurse who holds a Hospital Certificate or Graduate Certificate (or equivalent) shall be paid, in addition to their salary, an allowance (Hospital / Graduate Certificate) as set out in Appendix 1.
- (c) A Registered Nurse who holds a Post-Graduate Diploma or a Degree (or equivalent) (other than a nursing undergraduate degree), or a double degree, shall be paid, in addition to their salary, an allowance (Post Graduate Diploma or Degree) as set out in Appendix 1.
- (d) A Registered Nurse who holds a Masters degree (including a Masters degree completed prior to, or that leads to registration), shall be paid, in addition to their salary, an allowance (Masters) as set out in Appendix 1.
- (e) A Registered Nurse who holds a Doctorate, shall be paid, in addition to their salary, an allowance (Doctorate) as set out in Appendix 1.
- (f) The above allowances are to be paid during all periods of paid leave except personal /carer's leave beyond 21 days and long service leave.
- (g) The allowance is to be paid on a pro-rata basis for non-full-time Employees according to their ordinary hours of work.
- (h) Payment of the allowance shall be payable on the first full pay period on or after the date evidence of such qualification is provided by the Employee to the Employer. The Employee shall not be back-paid to the date the qualification was achieved.



36. QUALIFICATION ALLOWANCE – ENROLLED NURSES

- (a) An Enrolled Nurse who holds a certificate or qualification (which is in addition to the minimum qualification held by the nurse for registration) and who is required by the Employer to use such a certificate in connection with their duties shall be paid an allowance as set out below:
  - (i) a certificate or qualification for a course of six months duration (excluding medication endorsement) - 4% of their ordinary weekly rate of pay as per Appendix 1 of this Agreement.
  - (ii) a certificate or qualification for a course of twelve months duration – 7.5% of their ordinary weekly rate of pay as per Appendix 1 of this Agreement.
- (b) An Enrolled Nurse claiming entitlements to a qualification allowance must provide the Employer with evidence of that enrolled nurse holding the qualification for which the entitlement is claimed. The course undertaken must result in a certificate or qualification being awarded, and not simply completion of certain subjects. Provided that only one allowance is payable to each eligible Enrolled Nurse, being the allowance for the highest qualification held.
- (c) Where an Employee fails to provide evidence to the Employer of the qualification until such time as the Employee provides such evidence to the Employer, the Employee shall not be entitled to payment of a qualification allowance. Payment of the qualification allowance shall be made on and from the date that evidence is provided.
- (d) For the avoidance of doubt, a qualification allowance cannot be claimed by an Enrolled Nurse:
  - (i) in respect of that person's base qualification leading to registration; and
  - (ii) where the education provided at pre or post registration level to enable endorsement with the NMBA to administer medications.
- (e) The above allowances are to be paid during all periods of paid leave except personal/carer's leave beyond 21 days and long service leave.
- (f) The allowance is to be paid on a pro-rata basis for non-full-time Employees according to their ordinary hours of work.

37. HIGHER DUTIES

- (a) An Employee engaged in any one day or shift for more than two hours on duties carrying a higher rate than the classification in which they are ordinarily employed shall be paid for the full day or shift at the minimum rate for that higher classification but if so engaged for two hours or less only the time so worked shall be paid for at that higher rate.
- (b) Notwithstanding the provisions of (a) the following provisions shall apply to Employees who are appointed to relieve a Unit Manager:
- (c) Off duty shifts
  - (i) Where a work unit involves shift work, Associate Unit Managers may be appointed to undertake in-charge functions during the off duty periods of the Unit Manager. The rate, once appropriately set, shall be deemed to include the performance of the in-charge function during the off duty periods of the Unit Manager.

- (ii) Where an Employee other than an Associate Unit Manager is required to act in charge during the off duty period of a Unit Manager (which event shall be the exception to the rule), such Employee shall be paid at the minimum rate applicable to the Associate Unit Manager position which would normally be in charge on that shift.
- (iii) Provided that where no Associate Unit Manager position has been appointed with respect to the relevant shift, the provisions of (a) shall apply.
- (d) **Periods of absence**  
The provisions of (c)(i) to (iii) shall apply to all periods of absence of a Unit Manager up to and including five days. For absences in excess of five days, the relieving Associate Unit Manager shall be paid at the minimum rate for the Unit Manager for the entire period of relief and other Employees who consequently act in a higher position shall be similarly remunerated at the minimum rate of that higher position for the entire period of relief.
- (e) A Deputy Director of Nursing, a Deputy Principal Nurse Educator or a Principal Nurse Educator who is called upon to relieve an Employee in a higher classification for a period in excess of five days, shall be paid at the minimum of that higher classification for the entire period of relief.

### 38. SHIFT ALLOWANCES

#### Morning/Afternoon shift

- (a) In addition to any other rates prescribed elsewhere in the Agreement a Shift Worker whose rostered hours of ordinary duty finish after 6.00p.m. and at or before 8.00a.m. or commence at or after 6.00p.m. and before 6.30a.m. shall be paid an amount stipulated in Appendix 1 (Morning/Afternoon) per rostered period of duty for any such period of duty.

#### Night shift

- (b) Provided that in the case of a Shift Worker working on any rostered hours of ordinary duty, finishing on the day after commencing duty or commencing after midnight and before 5.00a.m. they shall be paid, in lieu of the amount in subclause (a), an amount stipulated in Appendix 1 (Night) per rostered period of duty for any such period of duty.
- (c) Provided further that this Clause shall not apply to the Director of Nursing and Deputy Director of Nursing or equivalent.

### 39. OVERTIME MEAL ALLOWANCE

- (a) In the circumstances set out at (i) and (ii) below of overtime work performed, an Employee shall be supplied with a meal where the Employer has its own cooking and dining facilities. In exceptional circumstances, where a meal cannot be provided, a meal allowance shall be paid in addition to any overtime payment as follows:
  - (i) When required to work after the usual finishing hour of work beyond one hour (Monday to Friday inclusive) or in the case of Shift Workers when the overtime work on any shift exceeds one hour – Meal Allowance as set out at Appendix 1. Provided that where such overtime work exceeds 4 hours a further meal allowance of Meal Allowance as set out at Appendix 1 shall be

paid.

- (ii) When required to work more than 5 hours overtime on a Saturday or a Sunday or more than 5 hours by a Shift Worker on their rostered day off – Meal Allowance as set out at Appendix 1 and a further Meal Allowance as set out at Appendix 1 when required to work more than 9 hours on such day.
- (b) These foregoing provisions shall not apply when an Employee could reasonably return home for a meal within the period allowed.

#### 40. JURY SERVICE

- (a) An Employee other than a casual Employee (subject to the *Juries Act 2000* (Vic)), required to attend for jury service during their ordinary working hours shall be reimbursed by the Employer an amount equal to the difference between the amount paid in respect of their attendance for such jury service and the amount of ordinary salary they would have received in respect of the ordinary time they would have worked had they not been on jury service.
- (b) An Employee shall notify the Employer as soon as possible of the date upon which they are required to attend for jury service. Further the Employee shall give the Employer proof of their attendance at the court, the duration of such attendance and the amount received in respect of such jury service.

#### 41. REDUNDANCY

##### Transfer to lower paid duties

- (a) Where an Employee is transferred to lower paid duties by reason of redundancy, the same period of notice must be given as the Employee would have been entitled to if the employment had been terminated and the Employer may, at the Employer's option, make payment instead of an amount equal to the difference between the former ordinary rate of pay and the new lower ordinary rate of pay for the number of weeks of notice still owing.

##### Severance pay

- (b) In addition to the period of notice prescribed for termination in this Agreement, an Employee whose employment is terminated by reason of redundancy shall be paid the following amount of severance pay in respect of a period of continuous service.

<b>Period of continuous service</b>	<b>Severance pay</b>
Less than 1 year	Nil
1 year and less than 2 years	4 weeks' pay
2 years and less than 3 years	6 weeks' pay
3 years and less than 4 years	7 weeks' pay
4 years and less than 5 years	8 weeks' pay
5 years and less than 6 years	10 weeks' pay
6 years and less than 7 years	11 weeks' pay
7 years and less than 8 years	13 weeks' pay
8 years and less than 9 years	14 weeks' pay
9 years and over	16 weeks' pay

##### Definitions

- (c) "Week's pay" means the weekly rate of pay for the Employee concerned calculated according to their ordinary hours of work at their ordinary rate of pay.

#### Employee Leaving During Notice Period

- (d) An Employee given notice of termination in circumstances of redundancy may terminate their employment during the period of notice. The Employee is entitled to receive the benefits and payments they would have received under this clause had they remained in employment until the expiry of the notice, but is not entitled to payment in lieu of the remaining period of notice.

#### Alternative Employment

- (e) Where the Employer obtains for the Employee other acceptable employment, the severance payment payable by the Employer may be reduced (including to nil), subject to an order of the FWC.
- (f) The provisions of section 122 of the Act will apply in relation to transfer of employment situations. 'Transfer of employment' has the meaning prescribed in the Act.

#### Time off Period of Notice

- (g) An Employee given notice of termination in circumstances of redundancy must 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.
- (h) If the Employee has been allowed paid leave for more than one day during the notice period for the purpose of seeking other employment, the Employee must, at the request of the Employer, produce proof of attendance at an interview or they will not be entitled to payment for the time absent. For this purpose a statutory declaration is sufficient.
- (i) This entitlement applies instead of clause 31(c).

#### Employees with Less Than One Year's Continuous Service

- (j) This clause does not apply to Employees with less than one year's continuous service.

#### Employees Exempted

- (k) This clause shall not apply where employment has been terminated because the conduct of an Employee justifies instant dismissal or in the case of casual Employees, or Employees engaged for a specific period of time or for a specified task or tasks, or in accordance with any exemption provisions of the Act.

## 42. DAYLIGHT SAVING

If an Employee works on a shift during which time changes because of the introduction of, or cessation to, daylight saving, that Employee shall be paid for the actual hours worked at the ordinary rate of pay (including any shift penalties or allowances ordinarily payable in respect of this shift).

No overtime is payable for the additional hour worked because of daylight saving.

## 43. SALARY SACRIFICE PROCEDURE (SUPERANNUATION ONLY)

- (a) Permanent Employees may be able to make voluntary pre-tax contributions or payments through a written salary sacrifice agreement between the Employer and

the Employee. The Employer will pay the salary sacrifice amount in accordance with the salary sacrifice agreement.

- (b) An Employee may apply to have their ordinary time earnings reduced by an amount nominated by them as a salary sacrifice contribution for their benefit.
- (c) The total value of the reduced salary and the agreed value of the benefits provided will not be less than the amount that would otherwise be paid if the salary sacrifice arrangement was not in place.
- (d) The Employer recognises the need for Employees to consider independent financial and taxation advice and recommend that Employees consider such advice prior to entering into salary sacrifice arrangements.
- (e) In the event that the law governing superannuation and/or taxation make the objective of this clause ineffective, unattainable or illegal, the Employer will advise the Employee concerned. The salary sacrifice contribution arrangement will be terminated or amended to comply with such laws.
- (f) Unless otherwise agreed by the Employer, an Employee may revoke or vary their salary sacrifice contribution/payment by giving not less than one month's written notice, provided the terms of any other agreement relating to the salary sacrifice benefit are met.

#### 44. ON CALL ALLOWANCE

- (a) Employees required by the Employer to be "on call" shall be paid an on-call allowance as per Appendix 1 per twelve-hour period.
- (b) In the event of an Employee being recalled to duty at the Hospital during an off-duty period, where the recall work is not continuous with the next succeeding rostered period of duty, that Employee shall be paid a minimum of three hours pay at double time the ordinary rate of pay (ie: 200%).

#### 45. STAFFING LEVELS

- (a) The Employer is committed to ensuring that staffing levels are appropriate in order to ensure the delivery of high quality patient care.
- (b) It is agreed that existing flexibility in respect of nurse patient ratios 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.
- (c) The Employer will endeavour to ensure that unexpected admissions do not prohibit the delivery of good nursing care.
- (d) Should any nurse 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 manager. If appropriate action is not taken to address the workload issues, the nurses are responsible for informing the Director of Nursing.

#### 46. LETTER OF APPOINTMENT

The Employer agrees to the adoption of a standard employment letter, as specified in Appendix B.

47. ACCIDENT PAY

Any reference to the *Workplace Injury Rehabilitation and Compensation Act 2013 (WIRC Act)* in this clause shall be deemed to include a reference to the *Accident Compensation Act 1985*.

(a) Definitions

The words hereunder shall bear the respective definitions set out herein.

(i) Total Incapacity

Total incapacity In the case of an Employee who is or deemed to be totally incapacitated within the meaning of the WIRC Act and arising from an injury covered by this Clause means a weekly payment of an amount representing the difference between the total amount of compensation paid under the WIRC Act for the week in question and the total weekly Agreement ordinary rate and weekly over Agreement payment for a day Employee which would have been payable under this part for the Employee's normal classification of work for the week in question if they had been performing their normal duties provided that such latter rate shall exclude additional remuneration by way of shift premiums, overtime payments, special rates or other similar payments.

(ii) Partial incapacity

In the case of an Employee who is or deemed to be partially incapacitated within the meaning of the WIRC Act and arising from an injury covered by this Clause means a weekly payment of an amount representing the difference between the total amount of compensation paid under the WIRC Act for the period in question together with the average weekly amount the Employee is earning or is able to earn in some suitable employment or business (as determined expressly or by implication by the Accident Compensation Conciliation Service (as it is currently known) or as agreed between the parties) and the total weekly Agreement ordinary rate and weekly over-Agreement payment for a day Employee which would have been payable under this part for the Employee's normal classification of work for the week in question if they had been performing their normal duties provided that such latter rate shall exclude additional remuneration by way of shift premiums, overtime payments, special rates or other similar payments.

(1) The total 38 hour weekly agreement rate and weekly over-agreement payment abovementioned shall be the same as that applying for a total incapacity provided that where an Employee receives a weekly payment under this section and subsequently such payment is reduced pursuant to the WIRC Act such reduction will not increase the liability of the Employer to increase the amount of accident pay in respect of that injury.

(2) For the purposes of the calculation of the total weekly Agreement ordinary rate and weekly over-agreement payment in (a)(i) and (a)(ii) payments made to an Employee arising from a production incentive earnings scheme (whether arising from a payment by results, task or bonus scheme or however titled) shall not be taken into account.

- (iii) Payment for part of a week
 

Where an Employee receives accident pay and such pay is payable for incapacity for part of the week the amount shall be direct pro rata.
  - (iv) Injury shall be given the same meaning and application as applying under the WIRC Act, as amended from time to time and no injury shall result in the application of accident pay unless an entitlement exists under the WIRC Act.
- (b) Qualification for payment
- Always subject to the terms of this clause, an Employee covered by this part shall upon receiving payment of compensation and continuing to receive such payment in respect of a weekly incapacity within the meaning of the WIRC Act be paid accident pay by the Employer who is liable to pay compensation under the WIRC Act, which said liability by the Employer for accident pay may be discharged by another person on his behalf, provided that:
- (i) Accident pay shall only be payable to an Employee whilst such Employee remains in the employment of the Employer by whom they were employed at the time of the incapacity and then only for such period as they receive a weekly payment under the WIRC Act. Provided that if an Employee on partial incapacity cannot obtain suitable employment from hers/his Employer but such alternative employment is available with another Employer than the relevant amount of accident pay shall be payable.
    - (1) Provided further that in the case of the termination of employment by an Employer of an Employee who is incapacitated and who except for such termination would be entitled to accident pay, accident pay shall continue to apply subject to the provisions of this clause except in those cases where the termination is due to serious and/or wilful misconduct on the part of the Employee.
    - (2) In order to qualify for the continuance of accident pay on termination an Employee shall if required provide evidence to the Employer of the continuing payment of weekly Employees compensation payments.
- (c) Accident pay shall not apply to any incapacity occurring during the first two weeks of employment unless such incapacity continues beyond the first two weeks and then subject to (d) and to the maximum period of payment prescribed elsewhere herein, accident pay shall apply only to the period of incapacity after the first two weeks.
- (i) Provided that as to industrial diseases contracted by a gradual process or injuries subject to recurrence, aggravation or acceleration as provided in the WIRC Act such injuries or diseases shall not be subject to accident pay unless the Employee has been employed with the Employer at the time of the incapacity for a minimum period of one month.
- (d) Accident pay shall not apply in respect of any injury during the first five normal working days of incapacity.
- (i) Provided however that in the case of an Employee who contracts an infectious disease in the course of duty and is entitled to receive workers compensation therefore shall receive accident pay from the first day of the incapacity.

- (e) Maximum period of payment  
The maximum period or aggregate of periods of accident pay to be made by an Employer shall be a total of 39 weeks for any one injury as defined in (a)(iv)
- (f) Absences on other paid leave  
An Employee shall not be entitled to payment of accident pay in respect of any period of other paid leave of absence.
- (g) Notice of injury  
An Employee upon receiving an injury for which they claim to be entitled to receive accident pay shall give notice in writing of the said injury to the Employer as soon as reasonably practicable after the occurrence thereof provided that such notice may be given by a representative of the Employee.
- (h) Medical examination
  - (i) In order to receive entitlement to accident pay an Employee shall conform to the requirements of the WIRC Act as to medical examination.
  - (ii) Where in accordance with the WIRC Act a medical referee gives a certificate as to the condition of the Employee and their fitness for work or specifies work for which the Employee is fit and such work is made available by the Employer and refused by the Employee or the Employee fails to commence the work, accident pay shall cease from the date of such refusal or failure to commence the work.
- (i) Cessation of weekly payments  
Where there is a cessation or redemption of weekly compensation payments under the WIRC Act the Employer's liability to pay accident pay shall cease as from the date of such cessation or redemption.
- (j) Civil damage claims
  - (i) An Employee receiving or who has received accident pay shall advise the Employer of any action they may institute or any claim they may make for damages. Further the Employee shall, if requested, provide an authority to the Employer entitling the Employer to a charge upon any money payable pursuant to any judgement or settlement on that injury.
  - (ii) Where an Employee obtains a judgement or settlement for damages in respect of an injury for which they have received accident pay the Employer's liability to pay accident pay shall cease from the date of such judgement or settlement provided that if the judgement or settlement for damages is not reduced either in whole or part by the amount of accident pay made by the Employer the Employee shall pay to the Employer any amount of accident pay already received in respect of that injury by which the judgement or settlement has not been so reduced.
  - (iii) Where an Employee obtains a judgement or settlement for damages against a person other than the Employer in respect of an injury for which they have received accident pay the Employer's liability to pay accident pay shall cease from the date of such judgement or settlement provided that if the judgement or settlement for damages is not reduced either in whole or part by the amount of accident pay made by the Employer the Employee shall pay to the Employer any amount of accident pay already received in respect of that injury by which the judgement or settlement has not been so



reduced.

(k) Insurance against liability

Nothing in this part shall require an Employer to insure against their liability for accident pay.

(l) Variations in compensation rates

Any changes in compensation rates under the WIRC Act shall not increase the amount of accident pay above the amount that would have been payable had the rates of compensation remained unchanged.

(m) Death of an Employee

All rights to accident pay shall cease on the death of an Employee.

48. VEHICLE ALLOWANCE

Where an Employee is required to use their own mode of conveyance in connection with their duties, they shall be paid a kilometre allowance as set out at Appendix 1.

Note: PMU means power mass units as stated in the certificate of registration of the vehicle.

49. UNIFORM AND LAUNDRY ALLOWANCE

(a) Where the Employer requires Employees to wear uniforms and uniforms are not provided by the Employer the Employee shall be paid a uniform allowance as set out at Appendix 1 per day, or part thereof on duty, or an allowance as set out at Appendix 1 per week, whichever is the lesser amount. Where such Employee's uniforms are not laundered by or at the expense of the Employer, the Employee shall be paid a laundry allowance as set out at Appendix 1 per day or part thereof on duty, or an allowance as set out at Appendix 1 per week, whichever is the lesser amount.

(b) The uniform allowances but not the laundry shall be paid during all absences on paid leave, except absence on long service leave and absence on personal/carer's leave beyond 21 days. Where, prior to taking leave, an Employee was paid a uniform allowance other than at the weekly rate, the rate to be paid during absence on leave shall be the average of the allowance paid during the four weeks immediately preceding the taking of leave.

(c) Where an Employer provides an Employee with uniforms, all articles so provided remain the property of the Employer.

50. FLEXIBILITY ARRANGEMENTS

(a) The Employer and an Employee covered by this Agreement may agree to make an individual flexibility arrangement to vary the effect of terms of the Agreement if:

(i) the Agreement deals with 1 or more of the following matters:

- (1) arrangements about when work is performed;
- (2) overtime rates;
- (3) penalty rates;
- (4) allowances;
- (5) leave loading; and

- (ii) the arrangement meets the genuine needs of the Employer and Employee in relation to 1 or more of the matters mentioned in paragraph (i); and
  - (iii) The Employer and the individual Employee must have genuinely made the agreement without coercion or duress.
- (b) The Employer must ensure that the terms of the individual flexibility arrangement:
- (i) are about permitted matters under section 172 of the Act; and
  - (ii) are not unlawful terms under section 194 of the Act; and
  - (iii) result in the Employee being better off overall than the Employee would be if no arrangement was made.
- (c) The Employer must ensure that the individual flexibility arrangement:
- (i) is in writing; and
  - (ii) includes the name of the Employer and Employee; and
  - (iii) 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
  - (iv) includes details of:
    - (1) the terms of the enterprise agreement that will be varied by the arrangement; and
    - (2) how the arrangement will vary the effect of the terms; and
    - (3) 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
  - (v) states the day on which the arrangement commences.
- (d) The Employer must give the Employee a copy of the individual flexibility arrangement within 14 days after it is agreed to.
- (e) The Employer or Employee may terminate the individual flexibility arrangement:
- (i) by giving no more than 28 days written notice to the other party to the arrangement; or
  - (ii) if the Employer and Employee agree in writing — at any time.

## 51. REPRESENTATIVE LEAVE

- (a) Leave to attend trade union and union delegate courses/ seminars shall be as follows:
- (i) To a maximum of five (5) days per year (1 January to 31 December) for the totality of all applications of paid trade union, union delegate training leave, attendance at association conferences, meetings and courses provided that:
    - (1) The scope, content and level of the courses are directed to the enhancement of the operation of the settlement of dispute procedures;
    - (2) That two (2) weeks' notice is provided to the Employer;
    - (3) The approval of leave must have regard to the operational requirements of the Employer;
    - (4) This leave shall be paid at the ordinary rate of pay for the

Employee's ordinary hours of work in the period over which the leave is taken.

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

## 52. CONTINUING PROFESSIONAL DEVELOPMENT ALLOWANCE

- (a) The rates provided at Appendix 1 of this Agreement incorporate payments for the continuing professional development allowance. Therefore, no separate continuing professional development allowance is payable.

## 53. FAMILY VIOLENCE LEAVE

- (a) This clause applies to all Employees, including casuals.

- (b) Definitions

- (i) In this clause:

- (1) **family and domestic violence** means violent, threatening or other abusive behaviour by a family member of an Employee that seeks to coerce or control the Employee and that causes them harm or to be fearful.

- (2) family member 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; or

- (C) a person related to the Employee according to Aboriginal or Torres Strait Islander kinship rules.

- (D) A reference to a spouse or de facto partner in the definition of family member above includes a former spouse or de facto partner.

- (c) Entitlement to leave

- (i) An Employee is entitled to 10 days' paid leave (calculated at the Employee's full rate of pay as defined in the Act) and 5 days' unpaid leave to deal with family and domestic violence, as follows:

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

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

- (3) is available in full to part-time and casual Employees.

- (ii) A period of leave to deal with family and domestic violence may be less than a day by agreement between the Employee and the Employer.

- (iii) For casual Employees:

- (1) the leave entitlement is paid based on the hours the Employee was rostered to work in the period over which the leave is taken;

- (2) without limiting clause 53(c)(iii)(1), a casual Employee is taken to have been rostered to work hours in a period if the Employee has

- accepted an offer by the Employer of work for those hours;
- (3) they may take a period of family violence leave in accordance with clause 53(d) that does not include hours for which the Employee is rostered to work, however such leave will be unpaid.
- (d) Taking leave to deal with family and domestic violence
- (i) An Employee may take leave to deal with family and domestic violence if the Employee:
- (1) is experiencing family and domestic violence; and
  - (2) needs to do something to deal with the impact of the family and domestic violence; and
  - (3) it is impractical for the Employee to do that thing outside their ordinary hours of work.
- (ii) The reasons for which an Employee may take leave include making arrangements for their safety or the safety of a family member (including relocation), attending urgent court hearings, to seek other legal assistance, or accessing police services.
- (iii) An Employee who supports a person experiencing family violence may take carer's leave to accompany them to court, to hospital, or to mind children, subject to the Employee producing to the Employer evidence that would satisfy a reasonable person establishing the reason for taking such leave (a statutory declaration will be satisfactory evidence).
- (e) Individual support
- (i) In order to provide support to an Employee experiencing family violence and to provide a safe work environment to all Employees, the Employer will approve a request from an Employee experiencing family violence for the following, providing the request is reasonable in all the circumstances:
1. changes to their span of hours or pattern or hours and/or shift patterns;
  2. job redesign or changes to duties within their skills and capabilities;
  3. relocation to suitable employment within the workplace;
  4. a change to their telephone number or email address to avoid harassing contact;
  5. any other appropriate measure including those available under existing provisions for family friendly and flexible work arrangements.
- (ii) An Employee experiencing family violence will be offered a referral to the Employee Assistance Program (EAP) and/or other local resources.
- (f) Service and continuity
- The time an Employee is on unpaid leave to deal with family and domestic violence does not count as service but does not break the Employee's continuity of service. Paid leave will count as service.
- (g) Notice and evidence requirements
- (i) Notice
- An Employee must give the Employer notice of the taking of leave by the Employee under this clause. The notice:

- (1) must be given to the Employer as soon as practicable (which may be a time after the leave has started); and
  - (2) must advise the Employer of the period, or expected period, of the leave.
- (ii) Evidence
- (1) An Employee who has given the Employer notice of the taking of leave under this clause must, if required by the Employer, give the Employer evidence that would satisfy a reasonable person that the leave is taken for the purpose specified in clause 53(d).
  - (2) Depending on the circumstances such evidence may include a document issued by the police service, a court, a doctor, a district nurse or maternal and child health nurse, or a lawyer, or a family violence support service, or a statutory declaration.
- (h) Confidentiality
- (i) Employers must take steps to ensure information concerning any notice an Employee has given, or evidence an Employee has provided under clause 53(g), is treated confidentially, as far as it is reasonably practicable to do so.
  - (ii) Nothing in clause 53 prevents the Employer from disclosing information provided by an Employee if the disclosure is required by an Australian law or is necessary to protect the life, health or safety of the Employee or another person.

The Employer acknowledges that information concerning an Employee's experience of family and domestic violence is sensitive and if mishandled can have adverse consequences for the Employee. The Employer and Employee may consult about the handling of sensitive information.

- (i) Compliance
- An Employee is not entitled to take leave under clause 53 unless the Employee complies with clause 53.

#### 54. CEREMONIAL LEAVE

An Employee who is legitimately required by Aboriginal tradition to be absent from work for Aboriginal ceremonial purposes will be entitled to up to ten working days' unpaid leave in any one year, with the approval of the Employer.

#### 55. FLEXIBLE WORKING ARRANGEMENTS

- (a) Employees are entitled to request flexible employment arrangements in accordance with the provisions of the NES.
- (b) Employees who have worked for the Employer for at least 12 months can request flexible working arrangements if they:
  - (i) are the parent, or have responsibility for the care, of a child who is school aged or younger;
  - (ii) are a carer (under the *Carer Recognition Act 2010* (Cth));
  - (iii) have a disability;

- (iv) are 55 years of age or older;
  - (v) are pregnant;
  - (vi) are experiencing family and domestic violence; or
  - (vii) provide care or support to a member of their household or immediate family who requires care or support because the member is experiencing family and domestic violence.
- (c) The Employee is not entitled to make the request unless:
- (i) 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; and
  - (ii) for a casual Employee – the Employee:
    - (1) is a regular casual Employee (as defined in the Act) 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 immediately before making the request; and
    - (2) has a reasonable expectation of continuing employment by the Employer on a regular and systematic basis.
- (d) The request must:
- (i) be in writing; and
  - (ii) set out details of the change sought and of the reasons for the change.
- (e) The Employer must give the Employee a written response to the request within 21 days, stating whether the Employer grants or refuses the request. If the request is refused, the written response must include details of the reasons for the refusal.
- (f) The further details of flexible working arrangement requests, including the process for the Employer to follow for considering and before responding to a flexible working arrangement request, and the requirements for the Employer's written response if the request is refused or if a different change in working arrangement is agreed, will be in accordance with the NES.
- (g) A dispute relating to a refusal by the Employer to a flexible working arrangement request made by an Employee under s.65(1) of the Act, or a failure by the Employer to provide a written response under s.65A of the Act within 21 days of the Employee making the request, will be handled in accordance with clause 11 (Dispute Resolution Procedure).

## 56. IN SERVICE EDUCATION AND MANDATORY TRAINING

- (a) All Employees have a responsibility to maintain and upgrade their skills commensurate with the requirements of their position. In particular:
- (i) every Employee must attend training required to meet statutory responsibilities including but not limited to: fire and emergency training, manual handling training, and infection control provided by the Employer in each twelve month period or as required;
  - (ii) training may be offered via e-learning packages supplied by the Employer. Where training required by the Employer is undertaken via e-learning, the Employee will undertake such training during the Employee's ordinary hours of work, at a time or at times allocated and agreed with the Employer,

unless otherwise approved by the Employer.

- (b) Where the Employee attends compulsory training other than during the course of a rostered shift, the Employee will be paid for the approved time taken to complete this training. The minimum payment shall be:
  - (i) the length of the training or one (1) hour whichever is the greater, where the training has been scheduled at the start or finish of a shift for which the Employee is rostered; or
  - (ii) the length of the training or two (2) hours whichever is the greater, where the training has not been scheduled at the start or finish of a shift for which the Employee is rostered.
- (c) Up to 10 hours of approved mandatory training, in-service education and e-learning per year may be held outside of an Employee's ordinary hours and be paid at the ordinary rate of pay. Approved mandatory training that falls outside an Employee's ordinary hours and is in excess of 10 hours per year will be paid at the applicable overtime penalty rate.
- (d) Where an Employee finds that it takes more than the allocated time to complete an e-learning module, they should log out of the training (which will save it automatically) and bring this to the attention of their manager. The manager will take steps to ensure the Employee is able to complete the training by:
  - (i) arranging for the module to be completed during ordinary hours of work in the workplace and ensuring access to IT resources to allow this to occur; and/or
  - (ii) approving additional time required to complete the module during ordinary hours of work. Payment for such approved additional time will be in accordance with subclause (b). If an Employee is still unable to complete the module after the additional time, they should again bring this to the attention of the manager; and / or
  - (iii) taking steps to assist the Employee to complete the modules (for instance by providing training on computer literacy or on increased proficiency in reading the English language).

## 57. EMERGENCY SERVICES LEAVE

- (a) In addition to the NES entitlements to community services leave, an Employee who is a member of a recognised voluntary emergency relief organisation (such as the Country Fire Authority, Red Cross, St John Ambulance and the State Emergency Service) is entitled to be released from duty to engage in a voluntary emergency management activity in accordance with the provisions of the Act, subject to the Employee providing to the Employer:
  - (i) prior notice of such attendance (unless this is not practicable due to the nature of the emergency); and
  - (ii) evidence that would satisfy a reasonable person that the Employee has been or will be engaging in an eligible emergency management activity.
- (b) Payment for such attendance shall be restricted to a maximum of three shifts per annum (non-cumulative), at the Employee's ordinary rate of pay. Casual Employees shall not be entitled to payment under this sub-clause, but shall still have the right to be absent from work subject to complying with the notice requirements under

clause (a).

58. TRAINING AND ASSESSMENT ALLOWANCE

- (a) From the first full pay period on or after 1 September 2024, an allowance per Appendix 1 will be payable where the Employer requires a full-time Registered Nurse Employee to hold a current Certificate IV in Training and Assessment, subject to subclause (b).
- (b) The allowance:
  - (i) will not apply to an Employee who is paid a qualification allowance under the Agreement;
  - (ii) is payable on a pro-rata basis for part-time Employees according to their ordinary hours of work;
  - (iii) is to be paid during all periods of paid leave except personal /carer's leave beyond 21 days and long service leave; and
  - (iv) will be payable from the first full pay period on or after the date on which the Employee provides evidence of attainment of the certificate to the Employer. There will be no backpay to the date the certificate was obtained.

59. LEAD APRON ALLOWANCE

- (a) From the first full pay period on or after the date of operation of the Agreement, an Employee who is required by the Employer to wear a lead apron for 1 or more hours continuously on any shift, is to be paid the Lead Apron Allowance in Appendix 1 for each such shift or part thereof on which the lead apron is worn for 1 or more hours continuously.



## SCHEDULE 1: EMPLOYMENT CLASSIFICATIONS

### **Registered Nurse**

#### **Grade 2**

Grade 2 Year 1 - A Registered Nurse in their first year of experience following registration as a nurse with the Nursing and Midwifery Board of Australia.

Grade 2 Year 2 and above - A Registered Nurse in the second or subsequent years of experience as a Registered Nurse and not elsewhere classified.

#### **Clinical Nurse Specialist**

A Registered Nurse appointed as a Clinical Nurse Specialist and paid as such.

#### **Grade 3B**

A Registered Nurse appointed as a Clinical Coach, Pre Admission Nurse or Project Nurse and paid as such.

#### **Grade 3B (ANUM)**

A Registered Nurse appointed as an Associate Unit Manager and paid as such.

#### **Grade 4B**

A Registered Nurse appointed as a Clinical Educator or a Clinical Nurse Consultant, and paid as such.

#### **Grade 4B (NUM)**

A Registered Nurse appointed as a Unit Manager and paid as such.

#### **Grade 5**

A Registered Nurse appointed as an in-charge nurse on PM/ Night/ Weekend shifts and paid as such.

#### **Grade 6**

A Registered Nurse appointed as a Deputy Director of Nursing and paid as such.

#### **Grade 7**

A Registered Nurse appointed as a Director of Nursing and paid as such.

#### **Nurse Practitioner**

A Registered Nurse appointed as a Nurse Practitioner and paid as such.

## Enrolled Nurse

### 1.1 Enrolled Nurse Level 1 (EN1)

- (a) EN1 applies to Enrolled Nurses who do not hold an NMBA approved qualification in administration of medicines.
- (b) This level also applies to nurses formerly known as Mothercraft Nurses who are registered with the NMBA as ENs with notation, and to those who, while not registered as nurses, perform similar work with comparable underpinning education. Such nurses will be paid at the nearest (higher) pay point in the EN1 range to their current Mothercraft Nurse rate of pay, unless they are already paid above the maximum EN1 rate of pay, in which case they will retain their current rate of pay, adjusted only by annual pay increases applying under this Agreement.
- (c) **Progression** – An EN1 will progress through the increments on completion of a year of experience, including previous experience.
- (d) There is no automatic progression for an EN1 with a medication administration notation to the EN2 classification.

### 1.2 Enrolled Nurse Level 2 (EN2)

- (a) **Cert IV Entry** - EN Level 2.1 is the entry to practise rate for the first year of experience of an Enrolled Nurse who holds a NMBA approved Cert IV – Nursing [HLT 43407] qualification without prior experience as an Enrolled Nurse. On completion of each year of experience thereafter the Employee will progress to the next increment up to and including EN Level 2.6.
- (b) EN 2.1 to 2.6 inclusive will also apply to an Enrolled Nurse who holds a NMBA approved qualification in administration of medicines with an Administration of Medication Scope of up to four routes. Experience includes experience as an Enrolled Nurse prior to holding the Administration of Medication qualification.
- (c) **Diploma Entry** - EN Level 2.3 is the entry to practise rate for the first year of experience of an Enrolled Nurse who holds a NMBA approved Diploma of Nursing [HLT 51607] qualification without prior experience as an Enrolled Nurse. On completion of each year of experience thereafter the Employee will progress to the next increment up to and including EN 2.7
- (d) EN 2.3 to 2.7 inclusive also apply to an Enrolled Nurse who holds a NMBA approved qualification in administration of medicines with an Administration of Medication Scope of all five routes. Experience includes experience as an Enrolled Nurse prior to holding the Administration of Medication qualification.
- (e) **Progression** – An EN2 will progress through the increments on completion of a year of experience, including previous experience.
- (f) There is no automatic progression for an EN2 to the EN3 classification.

### 1.3 Enrolled Nurse Level 3 (EN3)

- (i) An EN Level 3 position is defined as being a dedicated independent position with an autonomous role requiring additional training and which requires the Employee to make independent decisions and to have a higher degree of accountability than is normally expected of another Employee who is a EN Level 1 or EN level 2 in a similar area/s. The two levels within Level 3 reflect

whether the EN has no med authorisation Level 3.1 and a medication endorsed EN (Level 3.2).

**1.4** In this clause 'year of experience' has the meaning provided by clause 9.

APPENDIX 1 –WAGE RATE SCHEDULE

	Current	FFPPOA 1.9.24	FFPOA 1.9.25	FFPOA 1.9.26	FFPOA 1.9.27
		3.5%	3.5%	3.5%	3.5%
EN Level 1.1 (ENY1)	1215.92	1258.48	1302.52	1348.11	1395.30
EN Level 1.2 (ENY2)	1240.43	1283.85	1328.78	1375.29	1423.42
EN Level 1.3 (ENY3)	1264.78	1309.05	1354.86	1402.28	1451.36
EN Level 1.4 (ENY4)	1288.79	1333.90	1380.58	1428.90	1478.92
EN Level 1.5 (ENY6)	1337.48	1384.29	1432.74	1482.89	1534.79
EN Level 1.6 (ENY8)	1385.87	1434.38	1484.58	1536.54	1590.32
EN Level 2.1* (ENY1/2)	1290.06	1335.21	1381.94	1430.31	1480.37
EN Level 2.2 (ENY3)	1315.38	1361.42	1409.07	1458.39	1509.43
EN Level 2.3 (ENY4)	1340.34	1387.25	1435.81	1486.06	1538.07
EN Level 2.4 (ENY5)	1365.30	1413.09	1462.54	1513.73	1566.71
EN Level 2.5 (ENY6)	1390.97	1439.65	1490.04	1542.19	1596.17
EN Level 2.6 (ENY7)	1416.31	1465.88	1517.19	1570.29	1625.25
EN Level 2.7 (ENY8 with 5 routes)	1441.29	1491.74	1543.95	1597.98	1653.91
EN Level 3.1** (ENY8 with Seniors Allowance)	1525.71	1579.11	1634.38	1691.58	1750.79
EN Level 3.2*** (with med endorsed and Seniors Allowance)	1585.43	1640.92	1698.35	1757.79	1819.32

\*incorporates 4% allowance to all Level 2 ENs;

\*\*incorporates 10% Seniors Allowance.

	Current	FFPOA 1.9.24	FFPOA 1.9.25	FFPOA 1.9.26	FFPOA 1.9.27
		3.5%	3.5%	3.5%	3.5%
Registered Nurse Grade 2					
Graduate Entry Year 1	1337.61	1384.43	1432.88	1483.03	1534.94
Year 2	1412.90	1462.35	1513.53	1566.51	1621.34
Year 3	1488.18	1540.27	1594.18	1649.97	1707.72
Year 4	1568.94	1623.85	1680.69	1739.51	1800.39
Year 5	1649.25	1706.97	1766.72	1828.55	1892.55
Year 6	1727.38	1787.84	1850.41	1915.18	1982.21
Year 7	1815.68	1879.23	1945.00	2013.08	2083.53
Year 8	1889.22	1955.34	2023.78	2094.61	2167.92
CNS	1965.93	2034.74	2105.95	2179.66	2255.95
3B	2025.92	2096.83	2170.22	2246.17	2324.79
3B (ANUM)					
Year 1	2116.18	2190.25	2266.90	2346.25	2428.37
Year 2	2187.31	2263.87	2343.10	2425.11	2509.99
4B	2251.02	2329.81	2411.35	2495.75	2583.10
4B NUM	2497.21	2584.61	2675.07	2768.70	2865.61
RN Grade 5					
13-50 beds	2251.02	2329.81	2411.35	2495.75	2583.10
51-200 beds	2363.57	2446.29	2531.92	2620.53	2712.25

201-400 beds	2419.84	2504.53	2592.19	2682.92	2776.82
<b>RN Grade 6</b>					
51-100 beds	2363.57	2446.29	2531.92	2620.53	2712.25
101-300 beds	2476.12	2562.78	2652.48	2745.32	2841.40
301-400 beds	2813.77	2912.25	3014.18	3119.68	3228.87
<b>RN grade 7</b>					
Up to 200 beds	2588.67	2679.27	2773.05	2870.10	2970.56
201-300 beds	2701.22	2795.76	2893.61	2994.89	3099.71
301-400 beds	2813.77	2912.25	3014.18	3119.68	3228.87
<b>Nurse Practitioner</b>					
Year 1	2400.00	2484.00	2570.94	2660.92	2754.06
Year 2	2500.00	2587.50	2678.06	2771.79	2868.81

## Allowances

<b>ALLOWANCES</b>	<b>Current</b>	<b>FFPPOA 1.9.24</b>	<b>FFPOA 1.9.25</b>	<b>FFPOA 1.9.26</b>	<b>FFPOA 1.9.27</b>
		3.5%	3.5%	3.5%	3.5%
<i>Qualifications (RN)</i>					
Hospital/Graduate Certificate	59.55	61.63	63.79	66.02	68.33
Post Graduate Diploma or Degree	96.71	100.09	103.60	107.22	110.98
Masters	111.57	115.47	119.52	123.70	128.03
Doctorate	148.83	154.04	159.43	165.01	170.79
<b>Shift Allowance</b>					
Morning	33.44	34.61	35.82	37.08	38.37
Afternoon	33.11	34.27	35.47	36.71	37.99
Night	92.66	95.90	99.26	102.73	106.33

On Call	74.41	77.01	79.71	82.50	85.39
Change of Roster	37.15	38.45	39.80	41.19	42.63
<b>Overtime - Meal Allowance (as per CI.39)</b>					
Monday to Friday or Shiftworkers - exceeds 1 hr	15.18	15.71	16.26	16.83	17.42
Monday to Friday or Shiftworkers - exceeds 4 hrs	12.32	12.75	13.20	13.66	14.14
Sat/ Sun or Shiftworkers (RDO) - exceeds 5 hrs	15.18	15.71	16.26	16.83	17.42
Sat/ Sun or Shiftworkers (RDO) - exceeds 9 hrs	12.32	12.75	13.20	13.66	14.14
<b>Uniform and Laundry Allowance</b>					
Uniform Per Day	2.05	2.12	2.20	2.27	2.35
Uniform Per Week	10.16	10.52	10.88	11.26	11.66
Laundry Per Day	0.55	0.57	0.59	0.61	0.63
Laundry Per Week	2.76	2.86	2.96	3.06	3.17
<b>Mileage Allowance</b>					
Motor cars					
35 PMU and over	1.41	1.46	1.51	1.56	1.62
Under 35 PMU	1.16	1.20	1.24	1.29	1.33
Motorcycles					
250cc and over	0.67	0.69	0.72	0.74	0.77
Under 250cc	0.52	0.54	0.56	0.58	0.60
Bicycles	0.13	0.13	0.14	0.14	0.15
<b>Lead apron</b> (applicable from FFPPOA date of operation of the Agreement)	8.00	8.28	8.57	8.87	9.18

<b>Training and Assessment</b> <i>(applicable from FFPPOA 1 September 2024)</i>					
Registered Nurse		52.09	53.91	55.80	57.75



## APPENDIX A: CNS PROVISIONS

### CRITERIA FOR CNS

#### CLINICAL NURSE SPECIALIST - HOSPITAL CRITERIA

This classification is available to nurses currently classified within RN Grade 2 in this Agreement. It provides recognition for nurses who meet the definition and eligibility and the criteria for clinical expertise set by the unit in which they practice. The Hospital will on an annual basis review the nurse's continual achievement of the criteria established for CNS.

#### (i) Clinical Nurse Specialist - Eligibility

1. A Grade 2 Nurse who is responsible for clinical nursing duties, who has specific post-basic qualifications, and who:
  - has worked for 12 months post-qualification in the clinical area of their specialty.Or
  - has a minimum of 4 years full time equivalent post-basic registration experience, with 3 of those years being in the relevant specialist field.
2. The candidate for Clinical Nurse Specialist status must be rostered to work their total hours in the specified unit.
3. Candidates must be employed by the hospital for a minimum of 3 months before they are eligible to apply for CNS status.

#### (ii) Broad Selection Criteria

##### *Clinical Skill*

1. The nurse must demonstrate higher levels of skill in clinical decision making, in particular problem identification, solution, analysis, and interpretation of clinical data.
2. The nurse must work toward maintenance and improvements of clinical standards.
  - Contribute to the establishment and updating of protocols and procedures for clinical practice within the unit; and
  - Maintaining the established standard of clinical practice for him/herself and other nurses.

##### ***Unit Selection Criteria***

As well as the Hospital Criteria, Registered Nurses applying for Clinical Nurse Specialist status are required to meet the Unit Specific Criteria which is outlined as follows:

## **Clinical**

1. To demonstrate a comprehensive knowledge of all aspects of care for all Unit patients, as evidenced by the ability to identify changing patient needs and initiation of appropriate interventions.

This includes patient assessment, patient education, data interpretation and specific nursing care.

2. To demonstrate an advanced level of skill in the set up, operation, problem solving and maintenance of equipment commonly used in the management of patients.

## **Professional Behaviour and Development**

The nurse must demonstrate:

- Customer service in accordance with the hospital's customer service standards.
- Positive role-modeling.
- Involvement in relevant professional bodies and professional forums.
- Act as a mentor or preceptor to less experienced nurses, including graduate nurses.
- Support of, and contribution to, quality improvement and research projects within the area of practice and ward/unit.
- Contribution to legal and ethical nursing issues within the hospital.
- The nurse must act as a resource person for others.
- Initiate and/or actively participate in at least 2 Quality Improvement Projects each year.
- Participate in a hospital or unit portfolio.

## **Educational Objectives (to be set and agreed on appointment and subsequent annual performance reviews)**

1. Initiate at least three brief education sessions within the ward. For example:
  - Present a teaching session to staff within the unit or develop a self-directed learning package.
  - Negotiate another of your choice
2. Within paid time, attend a minimum of 20 hours (pro rata for part time) of ongoing education annually. This may include unit-based in-service education, hospital education programs and relevant seminars/conferences.

Member of a relevant interest group or clinical professional body.

The hospital will ensure that appropriate time and resources are made available in order for CNS nurses to achieve the above.

## **(iii) Over-riding Principles**

When considering the nurses who may be Clinical Nurse Specialists, the following must be taken into account:

1. The classification of CNS has to be considered in the light of the existence and role of the Associate Unit Manager and/or Clinical Nurse Consultant. It also has to be understood that the primary focus of the position is clinical.
2. The Clinical Nurse Specialist must be demonstrably fulfilling a higher skilled and more demanding role than would generally be expected of a registered nurse with seven (7) years' experience in a diversity of areas.

However, it needs to be recognised that the level of clinical practice reflects the level of remunerative higher level of skill than would be expected of other Grade 2 nurses but less than Grade 3 positions.

3. The fact that a nurse practices their profession in a narrow so-called "specialised" field does not make him or her a Clinical Nurse Specialist.
4. Care needs to be taken to ensure that the practice of new skills or the performance of any other particular task may merely reflect changes occurring generally to all levels of nursing care and treatment which is general change in the overall standard of nursing. These general changes to nursing care and standards do not qualify an Employee to be paid as a Clinical Nurse Specialist. The fact that a nurse practices "new" skills or highly technical skills does not make that nurse a Clinical Nurse Specialist.
5. The fact that a nurse may be able to undertake and perform some tasks better than other nurses or that they may be considered to be "all rounders" and therefore able to undertake all tasks competently does not justify the specialist status.
6. A registered nurse who does meet the definition and criteria as contained herein but has been out of the workforce for some time, could not appropriately be classified as a Clinical Nurse Specialist immediately upon entering the workforce.
7. The term "unit in the forgoing is synonymous with the terms "ward" and "department".

## **PROCESS FOR APPLICATION FOR CNS**

- Written application to be made to the Charge Nurse/Nurse Unit Manager.
- Interview if required will be by Charge Nurse/Nurse Unit Manager or DON.
- The successful applicant will be notified in writing within 7 days. The pay office will be informed of the new classification at the same time, with implementation to occur from the next pay period.
- If the applicant is unsuccessful, they are to be notified of the outcome within 7 days. An explanation will be given to the applicant as to the reasons for the decision.
- Each Employer will implement an appeal process. The appeal to be lodged by the applicant within 2 weeks of receiving the rejection letter and heard by the Appeal Committee within four weeks. The applicant may at this stage seek advice and assistance from a representative of their choice.

Appeals will be directed to the DON or nominee. An independent panel will be convened, consisting of a DON or nominee, Nurse Unit Manager, CNS or other nominee as appropriate, other than those involved in the original decision.

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## APPENDIX B: LETTER OF APPOINTMENT

The letter of appointment will contain the following information:

1. Name of Employer.
2. Employee's classification (eg: Grade 2 Year 4).
3. The workplace/location where the person is to be situated.
4. The name of the Agreement which contains their terms and conditions of employment.
5. Their mode of employment, ie: whether full-time/part-time or bank.
6. The number of contracted hours per fortnight will be ..... and for part-time (by mutual agreement) additional shifts may be added. Shifts will be worked in accordance with roster. If you agree to work regular additional shifts your letter of appointment will be varied accordingly.
7. Specified employment is ongoing unless a valid fixed term appointment is proposed.
8. Date of commencement.
9. Acknowledgment (where applicable) of prior service/entitlements to sick leave, long service, etc.
10. Other information as required depending on the nature of the position.
11. Relevant qualifications and allowances payable.

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## APPENDIX C: 12 HOUR SHIFT ROSTER ARRANGEMENTS

### **Participation in 12-Hour Shift Roster**

An Employee may elect to participate, or not to participate, in the 12 Hour Shift Roster subject to the provisions of this clause. Participation in the 12 Hour Shift Roster is at the sole discretion of the individual Employee.

An Employee who wishes to participate in the 12 Hour Shift Roster shall advise their Nurse Unit Manager in writing that they wish to do so. The Employee shall then be entitled to commence working 12-hour shifts in the next roster period, provided that a minimum of 8 weeks notice is given to the Nurse Unit Manager. Earlier commencement to work 12-hour shifts may occur by agreement between the Employee and Nurse Unit Manager.

A student, with the agreement of the NUM, who wishes to participate in the 12 Hour Shift Roster shall advise their Nurse Unit Manager in writing that they wish to do so and will be rostered a minimum of two 12-hour shifts per week. Additional 12-hour shifts may be accommodated at the student's request and in accordance with roster needs, or they may opt to work the 7.5 and 9.5 hours part time and 7.6 hours full time roster.

An Employee may cease working 12-hour shifts by advising the Nurse Unit Manager to that effect in writing. A full roster period of notice to cease working 12-hour shifts should be provided to the Nurse Unit Manager except in unusual or exceptional circumstances. If less than a roster period of notice is given, the Nurse Unit Manager shall endeavour to accommodate the Employee's request, with agreement not to be unreasonably withheld.

Any Employee ceasing 12-hour shifts shall revert to the shift arrangements that applied to that Employee immediately prior to commencing 12-hour shifts, unless otherwise mutually agreed. An Employee without an alternative shift arrangement to 12 hour shifts, and who ceases working 12 hour shifts, will work a roster consistent with the shift length referred to in clause 15 and their contracted hours, unless otherwise mutually agreed.

### **Maintenance of Manageable Workloads.**

The Hospital shall comply with the Agreement workload provisions at all times.

To preclude roster gaps and to maintain staffing to ensure continuity of care, the 12 Hour Shift Roster (except in exceptional circumstances) shall as far as is practicable, ensure that Employees hand over to Employees working like shift lengths. For example, an Employee working a shift shorter than 12 hours to hand over their patients to an Employee working a shift shorter than 12 hours and an Employee working a 12 hour shift to hand over to an Employee working a 12 hour shift.

### **12 Hour Shift Roster**

The roster shall comply with this Agreement and be acceptable to the parties.

### **Roster Guidelines**

The 12-hour roster must provide for the following:

No more than four consecutive shifts in a row;

No more than three consecutive night shifts

No more than three consecutive day shifts

There shall be no extension of work beyond 12 hours (i.e. no overtime following a 12 hour shift);

Day shifts shall not commence before 0700 hours;

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There shall be a reasonable distribution of days off between block shifts;  
Shifts shall not be compacted to produce long breaks;  
The roster cycle shall be planned over a period of two weeks;  
Comply with the Daylight Saving Clause of the Agreement

## **Hours of Work**

### **Maintenance of Contracted Hours**

All Employees shall have their hours of work protected and must be given the opportunity to work their contracted hours. An Employee wishing to reduce their hours may do so through agreement with the Nurse Unit Manager.

### **Salary Maintenance**

Any Employee who wishes to maintain their contracted/rostered hours as a minimum and who is not given the opportunity to work their hours over a roster period will be salary maintained. By mutual agreement Employees contracted hours will be renegotiated.

### **Adjustment in Hours**

Any adjustment required in hours will be adjusted up rather than down unless otherwise requested by the Employee.

### **Shift Times**

Day Duty: 0700-1930 hours\*

Night Duty: 1900-0730 hours\*

\* May be varied in respect to the hospital operational requirements.

### **Minimum Breaks Between Shifts**

The minimum rostered break between shifts shall be at least 11.5 hours to allow sufficient time for rest and recuperation.

### **Meals and Rest Intervals**

All Employees shall be given three thirty-minute meal intervals. Two of these meal intervals shall be counted as time worked.

### **Overtime**

Subject to the sub-clause headed Additional Shifts below, Employees including bank or agency staff shall not work any overtime immediately following the completion of an ordinary 12-hour shift.

### **Roster Absences**

Any 12-hour roster absences will be replaced by bank or agency staff as applicable.

### **Additional Shifts**

Except in exceptional circumstances the working of additional shifts by full time Employees participating in the 12-hour roster is not permitted. In exceptional circumstances only, a full time Employee may, by agreement between the Hospital management and the Employee, work up to one additional shift in any 4 week period to cover for unplanned Employee absences, provided

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always that the roster guidelines are not breached. Any such shift shall be regarded as overtime with all of the overtime provisions of the Agreement observed.

### **Payment Of Salaries**

#### **Ordinary Hours Full time Employees (12 hours)**

Employees shall be paid for the hours worked in each fortnight.

#### **Shift Allowances and Payment for Saturday and Sunday Work**

Shall be consistent with this Agreement.

### **Shift Penalties**

Employees working 0700-1930 hours shall be paid the evening shift penalty  
Employees working 1900-0730 hours shall be paid the night shift penalty

### **Leave Provisions**

Annual leave and personal/carer's leave shall be in accordance with this Agreement.

#### **Professional Development Leave Arrangements**

For the purpose of taking Professional Development Leave, Day or Occasion will mean - the ordinary shift length for Employees working 12-hour shifts. For example, on days leave for professional development leave and/or study/conference/seminar leave shall mean 12 hours leave.



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I am authorised to sign this Agreement on behalf of STANLAKE PRIVATE HOSPITAL  
PTY. LTD. TRADING AS WESTERN PRIVATE HOSPITAL

*B Lazarovska*

*Beti Lazarovska*

*Human Resources Manager*

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
PRINT NAME AND AUTHORITY/TITLE

Address: *1-9 Marion Street, Footscray VIC 3011*

Date: *28 / 12 / 2023*

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I am authorised to sign this Agreement as the nominated employee bargaining representative on behalf of the AUSTRALIAN NURSING AND MIDWIFERY FEDERATION

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
PRINT NAME AND AUTHORITY/TITLE

Address:

Date

WESTERN PRIVATE HOSPITAL

NURSES ENTERPRISE AGREEMENT

2023

# ENTERPRISE AGREEMENT

## 1. ARRANGEMENT

The Agreement is arranged as follows:

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2. NAME OF THE AGREEMENT

This Agreement shall be called the Western Private Hospital Nurses Enterprise Agreement 2023 (the **Agreement**).

3. COVERAGE

(a) This Agreement shall cover:

(i) Stanlake Private Hospital Pty. Ltd. trading as Western Private Hospital (ACN 006 896 322) (the **Employer**); and

(ii) Nursing staff employed by the Employer from the date of operation of the Agreement and as classified in Schedule 1 of this Agreement (**Employees**).

(b) This Agreement is made under section 172 of the *Fair Work Act 2009* (the **Act**). The Employer will take the necessary steps to seek approval of this Agreement under section 186 of the Act.

(c) The Employer will formally advise the Australian Nursing and Midwifery Federation Victorian Branch (**ANMF**) that the Agreement is made in order for the ANMF to apply under section 183 of the Act to be covered by the Agreement.

(d) It is the intention of this Agreement that the ANMF will be covered by this Agreement.

4. DATE AND PERIOD OF OPERATION

This Agreement shall commence operation from the 7<sup>th</sup> day after the Agreement is approved by Fair Work Commission (**FWC**). The nominal expiry date is 1 March 2028, and the Agreement will thereafter remain in force in accordance with the Act.

The parties to the Agreement agree that discussions shall commence for a new Agreement no later than six months prior to the expiry date of the Agreement.

5. POSTING OF THE AGREEMENT

A copy of this Agreement shall be displayed in a conspicuous and convenient place at the workplace so as to be easily read by all Employees.

6. SCOPE OF THE AGREEMENT

This Agreement contains all the minimum terms and conditions of employment for Employees covered by the Agreement and shall apply to all Employees employed by the Employer pursuant to the classifications listed in Schedule 1.

7. RELATIONSHIP TO THE NATIONAL EMPLOYMENT STANDARDS

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

## 8. TRANSFER OF BUSINESS

Where a business is transferred from the old employer to the new employer, as set out in the Act, the period of continuous service that the Employee had with the old employer is deemed to be service with the new employer and taken into account when calculating notice of termination. However, an Employee shall not be entitled to notice of termination or payment in lieu of notice for any period of continuous service in respect of which notice has already been given or paid for.

Where an Employee of the old remains in the service of the new employer a qualifying or probationary period, however titled, shall not apply.

## 9. DEFINITIONS

For the purposes of this Agreement:

- (a) **Registered Nurse** shall mean a person who has a current practising certificate issued by the Nursing and Midwifery Board of Australia (**NMBA**) entitling them to practice as a Registered Nurse.
- (b) **Enrolled Nurse** shall mean a person who has a current practising certificate issued by the NMBA entitling them to practice as an Enrolled Nurse.
- (c) **Experience** for the purpose of appointment means service and experience following registration with the NMBA in a grade or sub-grade at least equal to that in which the Employee is employed (or to be employed). Where an Employee has previously been employed in a higher grade or sub-grade, service and experience in that higher grade or sub-grade will count as service and experience in the lower grade or sub-grade for the purposes of determining an Employee's Experience. Provided that an Employee shall, prior to commencing employment with the Employer or within 3 months of commencing employment, provide suitable documentary evidence to the Employer of their experience. Where an Employee fails to provide such evidence to the Employer, until such time as the employee provides such evidence to the Employer, the employee shall be paid at the level for which documentary evidence was provided. No back payment will be made based on documentary evidence provided after the first 3 months from commencement of employment.
- (d) A **Year of Experience** for the purpose of progression means Experience gained from working an average of three shifts or more per week in a year. If the Employee averages less than three shifts per week or 48 hours per fortnight (whichever is the lesser), the Employee will need to complete an additional year to advance. Where in this Agreement there is a reference to a number of Years of Experience greater than one, then each such Year of Experience must be calculated by reference to the definition of one Year of Experience in order to determine whether an Employee has attained the requisite number of Years of Experience. Where an Employee has not been regularly employed as a Registered Nurse, or has not actively nursed for a period of five years or more, such employee's prior service and experience shall not be taken into account.
- (e) **the Act** shall mean the *Fair Work Act 2009* (Cth), as amended.
- (f) **Hospital Certificate** does not include an Employee's base qualification.
- (g) **NES** means the National Employment Standards as contained in sections 59 to 131 of the Act.

- (h) **Nursing and Midwifery Board of Australia** (or NMBA) includes its predecessor bodies.
- (i) **Ordinary weekly rate of pay** means the weekly rate of pay set out in Appendix 1 as applicable to an Employee for 38 ordinary hours of work, but does not include overtime, penalty rates, allowances, loadings, shift penalties, incentives, bonuses and other ancillary payments of a like nature.
- (j) **Ordinary rate of pay** means 1/38<sup>th</sup> of the ordinary weekly rate of pay (as defined in subclause (i) above).
- (k) **immediate family** of an Employee means:
  - (i) a spouse, de facto partner, child, parent, grandparent, grandchild or sibling of the Employee; or
  - (ii) a child, parent, grandparent, grandchild or sibling of a spouse or de facto partner of the Employee.
  - (iii) **spouse** includes a former spouse.
  - (iv) **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.
- (l) **Day Worker** means an Employee who works their ordinary hours of work between 6:30 am and 6:00 pm Monday to Friday inclusive.
- (m) **Shift Worker** means an Employee who is not a Day Worker (as defined). This definition of "Shift Worker" in this Agreement is not a definition of "shiftworker" for the purposes of the NES.
- (n) **Casual Employee** has the same meaning as set out in section 15A of the Act.
- (o) **Casual hourly rate** means the sum of the ordinary rate of pay as applicable to the Employee, plus the 25% casual loading.

## 10. CONSULTATION REGARDING CHANGE

- (a) This term applies if the Employer:
  - (i) has made a definite decision to introduce a major change to production, program, organisation, structure, or technology in relation to its enterprise; and the change is likely to have a significant effect on Employees of the Employer; or
  - (ii) proposes to introduce a change to the regular roster or ordinary hours of Employees.
- (b) The Employer must consult the Employees to whom the Agreement applies about:
  - (i) a major workplace change that is likely to have a significant effect on the Employees; or
  - (ii) a change to their regular roster or ordinary hours of work.
- (c) The relevant Employees may appoint a representative, which may be a representative from the ANMF for the purposes of the procedures in this term.



- (d) If:
  - (i) a relevant Employee appoints, or relevant Employees appoint, a representative for the purposes of consultation; and
  - (ii) the Employee or Employees advise the employer of the identity of the representative,the Employer must recognise the representative.
- (e) As soon as practicable after making its decision, the Employer must:
  - (i) discuss with the relevant Employees and any nominated representative:
    - (1) the introduction of the change; and
    - (2) the effect the change is likely to have on the Employees; and
    - (3) measures the employer is taking to avert or mitigate the adverse effect of the change on the Employees; and
  - (ii) for the purposes of the discussion — provide, in writing, to the relevant Employees:
    - (1) all relevant information about the change including the nature of the change proposed; and
    - (2) information about the expected effects of the change on the Employees; and
    - (3) any other matters likely to affect the Employees.
  - (iii) Subject to (e)(i) and (ii), for a change to the Employees' regular roster or ordinary hours of work, the Employer is required to:
    - (1) provide all relevant information to the Employees, about the change, including the nature of the change and what the Employer reasonably believes are likely to be the effects on the Employees; and
    - (2) invite the employees to give their views about the impact of the change (including any impact in relation to their family or caring responsibilities); and
    - (3) consider any views given by the Employees about the impact of the change.
- (f) However, the Employer is not required to disclose confidential or commercially sensitive information to the relevant Employees.
- (g) The Employer must give prompt and genuine consideration to matters raised about the major change by the relevant Employees and any nominated representative.
- (h) If a term in the Agreement provides for a major change to production, program, organisation, structure or technology in relation to the enterprise of the Employer, the requirements set out in subclauses (b), (c) and (e) are taken not to apply.
- (i) In this term, a major change is **likely to have a significant effect on Employees** if it results in the termination of the employment of Employees; or major change to the composition, operation or size of the Employer's workforce or to the skills required of Employees; or the elimination or diminution of job opportunities (including opportunities for promotion or tenure); or the alteration of hours of work; or the need to retrain Employees; or the need to relocate Employees to another workplace; or the restructuring of jobs.

- (j) In this term, **relevant Employees** means the Employees who may be affected by the major change.

## 11. DISPUTE RESOLUTION PROCEDURE

- (a) In the event of a dispute in relation to a matter arising under this Agreement or the NES (including a dispute under sections 65B and 76B of the Act), in the first instance the parties will attempt to resolve the matter at the workplace by discussions between the employee or employees concerned and the relevant supervisor and, if such discussions do not resolve the dispute, by discussions between the Employee or Employees concerned and more senior levels of management as appropriate.
- (b) A party to the dispute may appoint another person, organisation or association, which may include an ANMF representative, to accompany or represent them in relation to the dispute.
- (c) 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, a party to the dispute may refer the matter to the FWC.
- (d) FWC may deal with the dispute in 2 stages:
  - (i) FWC will first attempt to resolve the dispute as it considers appropriate, including by mediation, conciliation, expressing an opinion or making a recommendation; and
  - (ii) if FWC is unable to resolve the dispute at the first stage, FWC may then:
    - (1) arbitrate the dispute; and
    - (2) make a determination that is binding on the parties.

If FWC arbitrates the dispute, it may also use the powers that are available to it under the Act. A decision that FWC makes when arbitrating a dispute is a decision for the purpose of Div 3 of Part 5.1 of the Act. Therefore, an appeal may be made against the decision.
- (e) While the parties are trying to resolve the dispute using the procedures in this term:
  - (i) an Employee must continue to perform their work as they would normally unless they have a reasonable concern about an imminent risk to their health or safety; and
  - (ii) an Employee must comply with a direction given by the Employer to perform other available work at the same workplace, or at another workplace, unless:
    - (1) the work is not safe; or
    - (2) applicable occupational health and safety legislation would not permit the work to be performed; or
    - (3) the work is not appropriate for the Employee to perform; or
    - (4) there are other reasonable grounds for the employee to refuse to comply with the direction.
- (f) The parties to the dispute agree to be bound by a decision made by FWC in accordance with this term.

## 12. WAGES

- (a) The wage increases provided under this Agreement for Employees employed on or after the date of operation of the Agreement are set out below and reflected at Appendix 1:
  - (i) 3.5% from the first full pay period on or after 1 September 2024;
  - (ii) 3.5% from the first full pay period on or after 1 September 2025;
  - (iii) 3.5% from the first full pay period on or after 1 September 2026;
  - (iv) 3.5% from the first full pay period on or after 1 September 2027.
- (b) Allowances, as increased under this Agreement, are reflected at Appendix 1.
- (c) The wage increases referred to in subclause (a) of this Clause shall be absorbed into any payment of wages made to the Employee beyond the minimum rates contained within this Agreement.
- (d) Any further wage increase shall be at the discretion of the Employer, unless the rate of pay falls below the Modern Award rate that would have otherwise applied to the Employee if the Agreement did not apply, in such circumstances the rate of pay shall default to the minimum rate prescribed in accordance with the relevant Modern Award rate.

## 13. PAYMENT OF WAGES

- (a) Wages must be paid fortnightly unless otherwise mutually agreed up to a monthly maximum period.
- (b) Employees will be paid by electronic funds transfer into the bank or financial institution account nominated by the Employee.
- (c) When notice of termination of employment has been given by an Employee or an Employee's services have been terminated by the Employer, payment of all wages and other monies owing to an Employee will be made to the Employee no later than 7 business days after the day on which the Employee's employment terminates.
- (d) An Employee must be supplied with a statement in writing (including by email) in accordance with the *Fair Work Regulations 2009* (Cth) of the Act.

## 14. SUPERANNUATION

- (a) The subject of superannuation is dealt with extensively by legislation including the Superannuation Guarantee (Administration) Act 1992, the Superannuation Guarantee Charge Act 1992, the Superannuation Industry (Supervision) Act 1993 and the Superannuation (Resolution of Complaints) Act 1993. This legislation, as varied from time to time, governs the superannuation rights and obligations of the parties.
- (b) **"The Fund"** for the purpose of this Agreement shall mean:
  - (i) Health Employees Superannuation Trust of Australia ('HESTA') established and governed by a trust deed 23 July 1987, as may be amended from time to time, and includes any superannuation scheme which may be made in succession thereto; or
  - (ii) First State Super, and including any superannuation scheme which may be made in succession thereto; or

- (iii) the Employee's 'stapled' superannuation fund (if one exists and an alternative complying superannuation fund is not nominated by the Employee); or
  - (iv) any other complying fund.
- (c) In addition to the Employer's statutory contributions to the Fund an Employee may make additional contribution from their salary, and on receiving written authorisation from the Employee, the Employer must commence making contributions to the Fund in accordance with the *Superannuation Guarantee Charge Act 1992*.
- (d) Upon commencement of employment, the Employer shall provide each Employee with membership form for their preferred fund and shall forward the completed membership forms for the Employee's choice of fund within 28 days. In the event that the Employee had not completed an application form within 28 days and the Employee does not have a 'stapled' superannuation fund, the Employer shall forward contributions and employee details to HESTA ("**Default Fund**"). The Default Fund offers a MySuper product.
- (e) Superannuation fund payments will be made in accordance with trust fund deeds.
- (f) Where an Employee salary packages their wages in accordance with this Agreement, superannuation shall be paid on the pre-packaged wages.

## 15. HOURS OF WORK

- (a) Hours for an Ordinary Week's Work
- (i) The ordinary hours of work for a Day Worker will be between 6:30 am and 6:00 pm Monday to Friday inclusive.
  - (ii) The hours for an ordinary week's work for an Employee shall be 38, or be an average of 38 per week in a fortnight or in a four week period and shall be worked either:
    - (1) in a week of five days in shifts of not more than eight hours each; or
    - (2) by mutual agreement in a week of four days in shifts of not more than 10 hours each: or
    - (3) by mutual agreement, provided that the length of any ordinary shift shall not exceed 10 hours (exclusive of meal breaks), or 12 hours in the case of a 12 hour shift worked in accordance with Appendix C, or
    - (4) in 76 hours per fortnight to be worked as not more than 10 days of not more than eight hours each.

Provided that where an Employee's ordinary hours are an average of 38 per week in a fortnight or such longer period as permitted by this clause, no more than 48 ordinary hours can be rostered in any one week. There will be no broken shifts and the minimum permissible shift length for a full-time Employee and part-time Employee will be four hours (this excludes in-service training and mandatory training – see clause 56).

- (b) For the purposes of this clause the working week shall commence at midnight on a Sunday.
- (c) Twelve hour shifts may be worked in accordance with Appendix C of this Agreement.

## 16. FULL-TIME EMPLOYMENT

- (a) A full-time Employee is one who is employed and who is ready, willing and available to work a full week of 38 hours, or an average of 38 hours per week in accordance with clause 15(a)(ii) of the Agreement, at the times and during the hours as may be mutually agreed upon or in the absence of such agreement as prescribed by the Employer.
- (b) Such Employee shall be paid the ordinary weekly rate of pay appropriate to the Employee's classification, irrespective of the number of hours worked not exceeding 38, or an average of 38 hours per week in accordance with clause 15(a)(ii) of this Agreement. This shall not apply in respect of periods of unpaid leave or unauthorised absences.

## 17. PART-TIME EMPLOYMENT

- (a) A part-time Employee is one who is employed and who is ready, willing and available to work on a regular basis any number of hours up to but not exceeding an average 38 hours in any one week. Where the Employee is employed on a part-time basis they shall be paid the appropriate ordinary rate of pay prescribed for the classification in which they are employed.
- (b) The provisions of this Agreement in respect to annual leave and personal/carer's leave shall apply on a pro rata basis to part-time Employees.
- (c) Part time Employees may request in writing that their Employer review their contract hours every 26 weeks. Where the Employee is regularly working more than their specified contract hours then such contract hours shall be adjusted by the Employer, to reflect the hours regularly worked. The hours worked in the following circumstances will not be incorporated in the adjustment:
  - (i) if the increase in hours is as a direct result of an Employee being absent on leave, such as for example, annual leave, long service leave, parental leave, workers compensation; or
  - (ii) if the increase in hours is due to a temporary increase in hours only due, for example, to the specific needs of patients.
- (d) Any adjusted contracted hours resulting from a review as per subclause (c), should, however, be such as to readily reflect roster cycles and shift configurations utilised at the workplace. Any application will not be unreasonably refused.
- (e) Before commencing part-time employment, the Employer and Employee will agree, in writing, to the guaranteed minimum number of hours to be worked per week or fortnight. The terms of the agreement may be varied by agreement.

## 18. CASUAL EMPLOYMENT

- (a) A casual Employee is one who is engaged as such.
- (b) A casual Employee shall be paid per ordinary hour worked between Monday and Friday (inclusive) an amount equal to the ordinary rate of pay appropriate to the class of work performed plus a casual loading of 25%.
- (c) In addition, a casual Employee shall be entitled to receive the allowances prescribed herein, unless stated otherwise.

- (d) The minimum daily engagement for a casual Employee shall be 3 hours.
- (e) The clauses of this Agreement pertaining to annual leave, paid personal/carer's leave, paid compassionate leave and Termination of employment, shall not apply in the case of a casual Employee as the casual loading is paid in compensation of such entitlements.
- (f) Casual Enrolled Nurses are entitled to long service leave in accordance with clause 28. Casual Registered Nurses are excluded from clause 28 of this Agreement and any eligibility to long service leave will be in accordance with the *Long Service Leave Act 2018* (Vic).
- (g) Casual Conversion
  - (i) A casual Employee may have a pathway to permanent employment in accordance with the NES. In accordance with the NES, unless there are reasonable grounds for the Employer not to make the offer, the Employer must make an offer to a casual Employee under this subclause if:
    - (1) the Employee has been employed by the Employer for a period of at least 12 months beginning the day the employment started; and
    - (2) during at least the last 6 months of that period, the Employee has worked a regular pattern of hours on an ongoing basis which, without significant adjustment, the Employee could continue to work as a full-time or a part-time Employee (as the case may be).
  - (ii) A casual Employee who has been employed by the Employer for a period of at least 12 months beginning the day the employment started, and, for a period of 6 months ending the day the request is given, has worked a regular pattern of hours on an ongoing basis which, without significant adjustment, the Employee could continue to work as a full-time Employee or a part-time Employee (as the case may be), has the right to request in writing that the Employer convert their employment to permanent, subject to the requirements of section 66F(1)(c) of the Act also being met.
  - (iii) Any dispute over the application of the NES casual conversion provisions may be dealt with in accordance with Clause 11, Dispute Resolution Procedure in this Agreement.
  - (iv) The further details of casual conversion will be in accordance with the NES.

## 19. ROSTER OF HOURS

- (a) The ordinary hours of duty of full-time and part-time Employees shall be worked according to a roster or rosters which shall be exhibited at some reasonably convenient place accessible to Employees to whom it applies, where it may be seen by such Employees.
- (b) A roster of at least fourteen days' duration, setting out Employees' daily ordinary working hours, and commencing and finishing times shall be posted at least fourteen days before it comes into operation in each work location.
- (c) Except as in emergency situations, or by mutual agreement, or to enable the functions of the Employer's hospital to be carried out where an Employee is absent from work on a period of personal/carer's leave, or compassionate leave, or family violence leave in accordance with this Agreement, seven days' notice shall be given of a change of roster.

- (d) The roster or rosters shall be drawn up so as to provide at least ten hours off duty between successive ordinary shifts. By mutual agreement between the Employer and Employee, the ten hour off duty break may be reduced to eight hours.
- (e) Where an Employer requires an Employee without seven days' notice and outside the excepted circumstances prescribed in (c), to perform ordinary duty at other times than those previously rostered, the Employee shall be paid in accordance with the hours worked, with the addition of a daily allowance (change of roster) as set out in Appendix 1.
  - (i) Provided that a part-time Employee who agrees to work shift(s) in addition to those already rostered will not be entitled to the above specified allowance for the additional shift(s) worked.
- (f) Notwithstanding any other provision of this part, this clause shall not apply to casual Employees, Directors of Nursing (however titled) and Deputy Directors of Nursing (however titled).

20. SATURDAY AND SUNDAY WORK

- (a) All ordinary hours performed by a full-time or part-time Employee between midnight on Friday and midnight on Sunday shall be paid for at the rate of time and a half, calculated on the ordinary rate of pay. In the case of a casual Employee, such time worked will be paid at the rate of time and a half calculated on the casual hourly rate (being 187.5% of the ordinary rate of pay and which incorporates the casual loading).

21. MEAL AND REST BREAKS

- (a) Employees for shifts greater than five hours, shall be granted an unpaid meal interval of 30 minutes. The meal interval is to be taken no earlier than two hours and no later than six hours after commencing the day's shift. Provided that, by agreement of an individual Employee, an Employee who works shifts of six hours or less may forfeit the unpaid meal break, in which case the Employee will work the meal break period be paid at their ordinary rate of pay (together with the casual loading in the case of a casual Employee) for the duration of the meal break that is forfeited.
- (b) Where authorised by their Manager, an Employee who is unable to take their meal break in exceptional circumstances where they are not relieved of their responsibility for that period of a meal break, the mealtime is to be paid at the Employee's ordinary rate of pay (together with the casual loading in the case of a casual Employee) in accordance with this Agreement and, where possible, the Employee will be given an unpaid meal break at the earliest possible time prior to completing their shift.
- (c) Where an Employee is required by the Employer to remain available during a meal break, but is free from duty, the Employee will be paid at their ordinary rate of pay (together with the casual loading in the case of a casual Employee) for a 30 minute meal break. This period will not count as time worked when calculating ordinary hours for the purposes of overtime or penalties.
- (d) Employees shall be entitled to one paid ten minute rest interval per four hours worked. Subject to an agreement between the Employer and the Employee, such breaks may be taken as one 20 minute break.

## 22. OVERTIME

- (a) Subject to the approval of the Employer, where the full-time or part-time Employee is required to work in excess of the number of ordinary hours, as set out at Clause 15, up to a maximum of 10 hours in a day (or in excess of 12 hours in a day in the case of working a twelve hour shift in accordance with Appendix C of this Agreement), or 76 hours in a fortnight or 152 hours per four week period, such excess hours are to be paid as follows, calculated on the ordinary rate of pay:
- (i) Monday to Friday (inclusive) - time and a half (150%) for the first two hours and double time (200%) thereafter;
  - (ii) Saturday and Sunday – double time (200%);
  - (iii) Public Holidays (that fall on a weekday) – double time (200%);
  - (iv) Public Holidays (that fall on a weekend) - double time and a half (250%).
- (b) In the case of a casual Employee required by the Employer to work in excess of 10 hours in a day, or 12 hours in a day in the case of working a twelve hour shift in accordance with Appendix C of this Agreement, or 76 hours in a fortnight, the casual Employee will be paid for such excess hours as follows, calculated on the ordinary rate of pay and incorporating the casual loading:
- (i) Monday to Friday (inclusive) – 150% for the first two hours and 200% thereafter;
  - (ii) Saturday and Sunday – 200%;
  - (iii) Public Holidays (that fall on a weekday) – 250%;
  - (iv) Public Holidays (that fall on a weekend) – 312.5%.
- (c) Rest periods - affected by overtime (including Saturdays and Sundays)
- (i) When overtime work (including recall to duty) is necessary it shall, wherever reasonably practicable, be so arranged that Employees have at least ten hours continuously off duty between the work of successive shifts.
    - (1) Notwithstanding (c)(i) above, where an Employee is on call on a rostered day off and is recalled to duty on their rostered day off, the Employee shall be afforded at least ten hours continuously off duty between the conclusion of the recall and the commencement of their next rostered ordinary shift.
  - (ii) An Employee (other than a casual Employee):
    - (1) who works so much overtime between the termination of their last shift and the commencement of their next succeeding shift that they would not have had at least ten hours continuously off duty between those times, shall subject to this subclause, be released after completion of such overtime worked until they have had ten hours continuously off duty without loss of pay for rostered ordinary hours occurring during such an absence;
    - (2) who is recalled to duty in the circumstances set out at (c)(i) and would not have had at least ten hours continuously off duty between the conclusion of the recall and the commencement of their next rostered ordinary shift, shall subject to this subclause, be released after completion of such recall until they have had ten hours continuously off duty without loss of pay for rostered ordinary hours



occurring during such an absence;

- (3) The provisions of clause 22(c) (10 hour break) shall not apply in the following circumstances:
  - (A) Where an Employee is recalled to work within 2 hours of commencement of normal duty, and they have had a 10 hour break preceding this, they will be paid the minimum recall of 3 hours at the appropriate overtime rate in addition to time worked for their ordinary rostered shift. This clause shall not apply where the Employee has had prior recalls since their last rostered shift outside 2 hours of the commencement of normal duty.
- (iii) If on the instructions of the Employer such an Employee resumes or continues work without having had such ten hours continuously off duty they shall be paid at the rate of double time the ordinary rate of pay until they are released from duty for such rest period and they shall be entitled to be absent until they have had ten hours continuously off duty without loss of pay for rostered ordinary hours occurring during such an absence.
- (iv) In the event of any Employee finishing any period of overtime or recall at a time when reasonable means of transport are not available for the Employee to return to their place of residence the Employer shall provide adequate transport free of cost to the Employee, or will refund the Employee the cost of reasonable transport upon production of evidence satisfactory to the Employer.
- (v) In lieu of receiving payment for overtime worked in accordance with this Clause, Employees may, with the consent of the Employer, be allowed to take time off, for a period of time equivalent to the period worked in excess of ordinary rostered hours of duty, plus a period of time equivalent to the overtime penalty incurred. Such time in lieu shall be taken as mutually agreed between the Employer and the Employee, provided that accrual of such leave shall not extend beyond a 28 day period.
- (d) Where such accrued time has not been taken within the 28 day period, or on termination of employment, or at the request of the Employee at any time, such time shall be paid in accordance with this Clause at the rate of pay which applied on the day the overtime was worked. Further, under special circumstances the Employer may approve an Employee accumulating time off in lieu up to 38 hours. Where payment is requested by the Employee, the payment will be made in the next pay period following the request.
- (e) For the purposes of this Clause, in accruing or calculating payment of overtime, each period of overtime shall stand alone.
- (f) The overtime rates prescribed in this Clause do not apply to the DON (however titled) or DDON (however titled).

## 23. PARENTAL LEAVE

- (a) Employees are entitled to parental leave in accordance with the provisions of the Act, as amended from time to time.
- (b) Permanent Employees eligible for parental leave in accordance with subclause (a) shall be entitled to access one type of the following forms of paid parental leave per

birth/placement or adoption, which is calculated on the Employee's ordinary rate of pay and according to their contracted hours:

- (i) ten weeks paid primary carer leave for any eligible permanent Employee who will be the child's primary carer at the time of birth / placement (in the case of adoption) of the child, provided that the paid primary carer leave entitlement will increase to 14 weeks for paid primary carer leave commencing on or after 1 July 2024; or
  - (ii) one week paid secondary carer leave for any eligible permanent Employee who will not be the child's primary carer at the time of the birth / placement (in the case of adoption) of the child, provided that the paid secondary carer leave entitlement will increase to 2 weeks where it commences on or after 1 July 2024.
- (c) The payment provided in this Agreement in subclause (b) shall not be reduced in terms of its monetary value by the Commonwealth Government's scheme of publicly funded paid parental leave (however titled or styled).
- (d) Paid parental leave set out in subclause (b) above which commences on or after the first full pay period on or after 1 July 2024, will attract payment by the Employer of superannuation guarantee contributions at the applicable superannuation guarantee rate specified by the Superannuation Guarantee legislation.
- (e) In accordance with s.73 of the Act, a female Employee shall be entitled to work until their estimated date of birth. If requested by the Director of Nursing or nominee, the Employee shall provide a statement from her medical practitioner or midwife to the effect that continuing employment until the date of birth is not a risk to the Employee or the unborn child.
- (f) In addition, the Employee may take all accrued annual leave prior to a return to work from primary carer leave and secondary carer leave.
- (g) Right to request
- (i) An Employee entitled to parental leave pursuant to the provisions of clause 23 may request the Employer to allow the Employee:
    - (1) to extend the 52 weeks of unpaid parental leave by a further continuous period of leave not exceeding 12 months;
    - (2) to return from a period of parental leave on a part-time basis while the child is of school age or younger;to assist the employee in reconciling work and parental responsibilities.
  - (ii) The Employer shall consider the request having regard to the Employee's circumstances and, provided the request is genuinely based on the Employee's parental responsibilities, may only refuse the request on reasonable grounds related to the effect of the workplace or the Employer's business. Such grounds might include cost, lack of adequate replacement staff, loss of efficiency and the impact on customer service.
  - (iii) Employee's request and the Employer's decision to be in writing  
The Employee's request and the Employer's decision made under (i) and (ii) must be recorded in writing.
  - (iv) Request to return to work part-time

Where an Employee wishes to make a request under (d)(i)(2), such a request must be made as soon as possible but no less than seven weeks prior to the date upon which the Employee is due to return to work from parental leave.

- (h) Special parental leave
  - (i) Where the pregnancy of an Employee not then on parental leave terminates other than by the birth of a living child, the Employee may take leave for such periods as a registered medical practitioner certifies as necessary, as follows:
    - (1) Where the pregnancy terminates during the first 20 weeks, during the certified period/s the Employee is entitled to access any paid and/or unpaid personal leave entitlements in accordance with the relevant personal leave provisions;
    - (2) Where the pregnancy terminates after the completion of 20 weeks, during the certified period/s the Employee is entitled to paid special parental leave not exceeding the amount of paid primary carer leave available under subclause (b)(i) and thereafter, to unpaid special parental leave.

## 24. ANNUAL LEAVE

- (a) Employee's entitlement to leave
  - (i) Full-time and part-time Employees shall be entitled to 5 weeks annual leave in respect of any 12 months service. This leave entitlement is inclusive of the base NES annual leave entitlement and the additional week under the NES for a 'shiftworker' as defined. A 'shiftworker' for the purposes of this subclause and the NES is an Employee who is regularly rostered over seven days of the week and regularly works on weekends.
  - (ii) Such annual leave accrues progressively during a year of service according to the Employee's ordinary hours of work and accumulates from year to year.
- (b) Employee taken to not be on paid annual leave at certain times
  - (i) If the period during which an Employee takes paid annual leave includes a day or part-day that is a public holiday in the place where the Employee is based for work purposes, the Employee is taken not to be on paid annual leave on that public holiday.
  - (ii) Where other periods of leave occur (other than unpaid parental leave), or a period of absence from employment for community service leave, the Employee is taken not to be on paid annual leave for the period of that other leave or absence.
- (c) Effect of termination on annual leave
  - (i) If, when the employment of an Employee ends, the Employee has a period of untaken accrued annual leave, the Employer must pay the Employee the amount that would have been payable to the Employee had the Employee taken that period of leave, including any leave loading.
- (d) Taking of leave

- (i) An Employee with an accrued annual leave entitlement is entitled to apply to take annual leave at any time and the Employer shall not unreasonably refuse such an application.
  - (ii) Where the Employee has accrued at least double their annual entitlement to annual leave, the Employer may direct the Employee to take some or all of that accrued annual leave, provided that:
    - (1) the Employee has been given a reasonable opportunity to submit a plan to reduce the leave balance to not more than 6 weeks (pro rata for part-time), within six months (**leave reduction plan**);
    - (2) the Employer will not unreasonably refuse to agree to a leave reduction plan which includes saving leave for an extended vacation within 12 months;
    - (3) in directing that the Employee take leave, the Employee cannot be directed to reduce the accrued leave to less than 6 weeks, unless agreed otherwise between the Employer and Employee; and
    - (4) the direction must not require the Employee to take a period of annual leave beginning less than 8 weeks, or more than 12 months, after the direction is given.
  - (iii) Notwithstanding the provisions of this clause, the Employer may direct an Employee to take a period of annual leave in accordance with subclause (h).
- (e) Payment for leave
- (i) Employees shall receive their ordinary pay during all periods of annual leave. "Ordinary pay" means remuneration for the Employee's ordinary hours of work in the period over which paid annual leave is taken, calculated on the ordinary rate of pay. Employees may request that before going on leave, such leave be paid in advance, otherwise the leave will be paid in the normal pay fortnights for the period of such leave.
  - (ii) In addition to the ordinary pay as prescribed in (e)(i) all Employees shall receive the higher of (1) or (2) below:
    - (1) a loading of 17-1/2% calculated on the ordinary rate of pay:
      - (A) provided that such loading shall be on a maximum of 152 hours (4 weeks) in respect of any year of service with the Employer; or
    - (2) in respect of each period of leave granted, an amount comprising the following:
      - (A) shift work premiums according to roster or projected roster;
      - (B) Saturday, Sunday premiums according to roster or projected roster;
      - (C) in-charge allowances; and
      - (D) allowances prescribed in the uniform and laundry allowance clause of this Agreement.
- (f) Pay in lieu of an amount of annual leave
- (i) Upon receipt of a written request by an Employee, the Employer may, in writing, authorise the Employee to receive pay in lieu of an amount of

annual leave.

- (ii) Paid annual leave must not be cashed out if the cashing out would result in the Employee's remaining accrued entitlement to paid annual leave being less than 4 weeks.
- (iii) Where an Employee forgoes an entitlement to take an amount of annual leave, the Employee must be paid at least the full amount that would have been payable to the Employee had the Employee taken the leave that the Employee has forgone.

(g) Weekend work

In addition to the leave prescribed in subclause (a) and subject to the provisions below, a full-time Employee will be entitled to an additional week's annual leave as follows:

- (i) A full-time Employee who is required to work and worked ordinary hours (as prescribed under Clause 15 - Hours of Work) on week days and on 10 or more weekends throughout the twelve months period of service shall be allowed an additional seven consecutive days leave including non-working days.
- (ii) A full-time Employee with twelve months continuous service so engaged in accordance with subclause (i) above for part of the twelve months period shall have the leave prescribed in subclause (a) increased by half a day for each month during which engaged as aforesaid.

(h) Periods of low occupancy or Christmas close down periods

- (i) Where the Employer temporarily closes a section, ward, unit, theatre of a hospital due to periods of low occupancy, such as during the Christmas to New Year period, the Employer shall discuss this matter with affected Employees. Where possible the affected Employees shall be afforded work in an alternate area of the hospital. In the circumstances where alternative work is not available:
  - (1) the Employee may be directed to take paid annual leave during part or all of this period, provided that the requirement is reasonable. Where an Employee does not have enough accrued paid annual leave to cover this period, the Employee may be required to access their accumulated annual leave and take leave without pay to cover the balance of this period.

## 25. PUBLIC HOLIDAYS

- (a) An Employee shall be entitled to paid time off (or penalty payments for time worked) in respect of public holidays in accordance with this clause.
- (b) Subject to subclause (c), the public holidays to which this clause applies are the days determined under Victorian law as public holidays in respect of the following occasions:
  - (i) New Year's Day, Australia Day, Christmas Day and Boxing Day; and
  - (ii) Good Friday, the Saturday immediately before Easter Sunday, Easter Sunday, Easter Monday, Anzac Day, King's Birthday and Labour Day; and
  - (iii) Melbourne Cup Day, or in lieu of Melbourne Cup Day, some other day as

- determined under Victorian law for a particular locality; and
- (iv) any additional public holiday declared or prescribed in Victoria or a locality in respect of occasions other than those set out in (b)(i).
- (c) Applicability of penalty payments for some public holidays falling on a weekend
- (i) When Christmas Day, Australia Day, Boxing Day, or New Year's Day (**Actual Day**) is a Saturday or a Sunday, and a substitute or additional holiday is determined under Victorian law on another day in respect of any of those occasions (**Other Day**):
    - (1) Weekend Workers (as defined in subclause (h)) and casual Employees shall receive penalty payments pursuant to clause (e) for time worked on the Actual Day, or on the Other Day if the Employee does not work ordinary hours on the Actual Day; and
    - (2) all other Employees will receive penalty payments pursuant to clause (e) for time worked on the Other Day.
- (d) Substitution of one public holiday for another
- An Employer, with the agreement of the Employees, may substitute another day for any prescribed holiday in this clause other than Christmas Day, Boxing Day, New Year's Day and Australia Day:
- (i) For this purpose, the consent of the majority of affected Employees shall constitute agreement.
  - (ii) An agreement pursuant to paragraph (d)(i) shall be recorded in writing and be available to every affected Employee.
- (e) Penalty Payments in respect of public holidays
- (i) An Employee, other than a casual, who performs ordinary hours of work on a public holiday (or where Christmas Day, Boxing Day, New Year's Day or Australia Day fall on a weekend, the day to which penalty rates apply pursuant to clause (c)) shall be entitled to be paid:
    - (1) 200% (based on the ordinary rate of pay) for the time worked on a public holiday Monday to Friday; or
    - (2) 250% (based on the ordinary rate of pay) for the time worked on a public holiday on a Saturday or Sunday.
  - (ii) A casual Employee who performs ordinary hours of work on a public holiday (or where Christmas Day, Boxing Day, New Year's Day or Australia Day fall on a weekend, the day to which penalty rates apply pursuant to clause (c)) shall be entitled to be paid the following rates, calculated on the ordinary rate of pay and which incorporate the casual loading:
    - (1) 250% for time worked on a public holiday Monday to Friday; or
    - (2) 312.5% for time worked on a public holiday on a Saturday or Sunday.
- (f) Public holidays occurring on rostered days off – full-time Employees only
- (i) Subject to (f)(ii) and (iii), a full-time Employee shall receive a sum equal to a day's ordinary pay (calculated at the ordinary rate of pay) for public holidays that occur on their rostered day off.
  - (ii) Subject to clause (f)(iii), if a public holiday falls on Saturday or Sunday then (f)(i) will only apply to Weekend Workers.

- (iii) Where on each occasion that Christmas Day, Boxing Day, New Year's Day or Australia Day falls on a weekend, and under Victorian law an additional day or substitute day (**Other Day**) applies as a public holiday in respect of that occasion, and:
  - (1) the Employee is rostered off for both the actual day and the Other Day, then only one day's payment will be made under (f)(i); or
  - (2) the Employee works only on one of either the actual day or the Other Day, and receives penalty rates for the day worked, the Employee will not receive a payment under (f)(i) in respect of the day not worked.
- (g) Public holidays occurring on rostered days off - Part-time Employees
 

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, notwithstanding the following:

  - (i) In determining whether a part-time Employee who works a variable roster is "ordinarily required" to work on a day on which a particular public holiday falls and therefore entitled to receive the "rostered off" benefit in subclause (f) for a particular public holiday not worked, the Employer will determine this by reviewing the roster pattern of the individual over the preceding six months. If the rosters show that the Employee has worked 50% or more of the days on which a particular public holiday falls, the Employee shall be entitled to receive the 'rostered off' benefit for that public holiday.
  - (ii) For the purposes of this clause the 'rostered off' benefit shall be calculated by adding together the hours worked by the Employee on the particular day of the week on which the public holiday falls over the immediately preceding six months and averaging those hours in respect of those days worked by the Employee.
- (h) For the purpose of this clause only, a Weekend Worker is an Employee who works ordinary hours on a Saturday or Sunday.

## 26. PERSONAL/CARER'S LEAVE

The provisions of this clause apply to full-time and part-time (on a pro rata basis) Employees but do not apply to casual Employees, excepting unpaid carer's leave.

- (a) Definitions
 

The term **immediate family** is as defined in Clause 9 – Definitions of this Agreement.
- (b) Access to paid personal/carer's leave
  - (i) Paid personal/carer's leave is available to an Employee, when they are absent:
    - (1) due to personal illness or injury; or
    - (2) for the purposes of providing care or support to a member of their immediate family, or a member of their household, who requires care or support because of a personal illness, or personal injury, affecting the member; or an unexpected emergency affecting the

member.

- (c) Amount of paid personal/carer's leave
  - (i) The amount of paid personal/carer's leave to which a full-time Employee is entitled depends on how long they have worked for the Employer and accrues in accordance with the NES as follows:
    - (1) up to 7 hours and 36 minutes, for each month of service in the first year of service (or 10 days in the first year of service, whichever is the higher);
    - (2) up to 106 hours and 24 minutes, in each year in the second, third and fourth years of service; and
    - (3) up to 159 hours and 36 minutes, in the fifth and following years of service.
  - (ii) A part-time employee is entitled to accrue paid personal carer's leave in accordance with the NES, or in accordance with subclause (c)(i) on a pro-rata basis of ordinary hours worked, whichever is the higher.
- (d) Accrual of Personal/Carer's Leave
  - (i) In accordance with the NES, such untaken leave accumulates from year to year.
- (e) Personal/carer's leave for personal injury or sickness
  - (i) An Employee is entitled to use the full amount of their personal/carer's leave entitlement including accrued leave for the purposes of personal illness or injury, subject to the conditions set out in this clause.
  - (ii) In the event of an Employee becoming unfit for duty due to personal injury or sickness the Employee will be entitled to paid personal leave at the ordinary rate of pay for their ordinary hours of work in the period over which the paid leave is taken, on the production of satisfactory evidence to the Employer for the taking of such leave. A certificate of a legally qualified health practitioner or a Statutory Declaration signed by the Employee shall be satisfactory evidence of personal injury or sickness.
  - (iii) Provided that an Employee may be absent through personal injury or sickness for one day without furnishing evidence of such sickness as provided in clause (e)(ii) hereof on not more than three occasions in any one year of service. An Employee must, where practicable, notify the Employer two hours before the time rostered to commence duty on the day of such absence, including the estimated length of absence, provided that Employees rostered for duty prior to 11.00am on the day of such absence shall not be required to give such notice before 7.00am. Where it is not practicable for an Employee to provide notice in advance of taking of personal/carer's leave in accordance with this subclause, the Employee must give notice of the taking of such leave as soon as is reasonably practicable.
  - (iv) Provided further that an Employee's entitlement to payment for personal/carer's leave for personal injury or sickness upon production of a Statutory Declaration shall be limited to not more than three occasions in each year in respect to absences not exceeding three consecutive working days' duration.



- (v) Provided that in respect of any period of absence from employment between engagement with one Employer and another re-engagement with the same Employer, continuity of employment shall be deemed to be unbroken provided such period of absence does not exceed five weeks in addition to the total period of annual leave and / or long service leave which the Employee actually receives on termination or for which they are paid in lieu.
  - (vi) Provided further that where any Employee for the sole purpose of undertaking a course of study related to their employment is, with the written approval of the Employer, absent without pay for up to but not exceeding 52 weeks, such absences shall not be deemed to have broken continuity of service but shall not be counted in aggregating service for the purpose of establishing entitlement to personal leave portability.
  - (vii) Employees who are absent on personal leave for personal injury or sickness either side of a public holiday shall be required to provide a medical certificate from a registered health practitioner, Statutory Declaration or other evidence satisfactory to the Employer within ten working days after their return to work.
- (f) Carer's Leave
- (i) Employees shall be entitled to use, in accordance with this subclause, any paid personal leave entitlement where required to provide care or support to a member of their immediate family, or a member of their household, who requires care or support because of a personal illness, or personal injury, affecting the member; or an unexpected emergency affecting the member.
  - (i) Employees (including casuals) are also entitled to a period of up to two days unpaid carer's leave for each occasion. The Employer may require production of a medical certificate or statutory declaration establishing the reason for taking such leave, the relationship to the Employee of the person requiring care or support, and the estimated length of absence. An Employee cannot take unpaid carer's leave during a particular period if the Employee could instead take paid personal/carer's leave.
- (g) Personal Leave to Attend Appointment
- Where an Employee is absent from duty on account of a disability or required to attend a chiropractor/podiatrist, chiropractor, dentist, optometrist, osteopath, physiotherapist or psychologist, the Employee may access their accrued paid personal/carer's leave entitlements for leave for a period not exceeding five working days in aggregate per year.

## 27. COMPASSIONATE LEAVE

- (a) An Employee is entitled to 2 days of compassionate leave for each occasion (a ***permissible occasion***) when:
  - (i) a member of the Employee's immediate family, or a member of the Employee's household:
    - (1) contracts or develops a personal illness that poses a serious threat to their life; or
    - (2) sustains a personal injury that poses a serious threat to their life; or

- (3) dies; or
  - (ii) a child is stillborn (as defined in the Act), where the child would have been a member of the Employee's immediate family, or a member of the Employee's household, if the child had been born alive; or
  - (iii) the Employee, or the Employee's spouse or de facto partner, has a miscarriage (as defined in the Act), provided further that this leave entitlement does not apply to a former spouse or former de facto partner of the Employee, or if the miscarriage results in a stillborn child.
- (b) An Employee may take compassionate leave for a particular permissible occasion if the leave is taken:
  - (i) to spend time with the member of the Employee's immediate family or household who has contracted or developed the personal illness, or sustained the personal injury, referred to in subclause (a); or
  - (ii) after the death of the member of the Employee's immediate family or household, or the stillbirth of the child, referred to in subclause (a);
  - (iii) after the Employee or the Employee's spouse or de facto partner has the miscarriage referred to in subclause (a)(iii).
- (c) An Employee may take compassionate leave for a particular permissible occasion as a single continuous 2 day period; or 2 separate periods of 1 day each; or any separate periods to which the Employee and the Employer agree.
- (d) If the permissible occasion is the contraction or development of a personal illness, or the sustaining of a personal injury, the Employee may take the compassionate leave for that occasion at any time while the illness or injury persists.
- (e) If, in accordance with this Clause, an Employee, other than a casual Employee, takes a period of compassionate leave, the Employer must pay the Employee at the Employee's ordinary rate of pay for the Employee's ordinary hours of work in the period. For casual Employees, compassionate leave is unpaid leave.
- (f) The Employee, if required by the Employer, shall supply relevant evidence to the satisfaction of the Employer of the requirement for such leave. Such evidence may include a requirement to supply a medical certificate.

## 28. LONG SERVICE LEAVE

- (a) Entitlement
  - (i) Employees shall be entitled to long service leave as hereinafter provided.
  - (ii) An Employee shall be entitled to long service leave with pay, in respect of continuous service with the Employer in accordance with the provisions of this Clause.
  - (iii) An Employee shall have the following entitlement to long service leave:
    - (1) On the completion by the Employee of fifteen years continuous service - six months long service leave and thereafter an additional two months long service leave on the completion of each additional five years service.
    - (2) In addition, in the case of an Employee who has completed more than fifteen years service and whose employment is terminated otherwise than by the death of the Employee, an amount of long

service leave equal to 1/30th of the period of their service since the last accrual of entitlement to long service leave under (a)(iii)(1).

- (3) From the following dates, in the case of an Employee who has completed the corresponding minimum period of service and whose employment is terminated for any cause, such amount of long service leave as equals 1/30th the period of service, less any period of long service leave taken:
  - (A) From the date of operation of the Agreement – at least 10 years but less than 15 years' service;
  - (B) From 1 July 2024 – at least 9 years but less than 15 years' service;
  - (C) From 1 July 2025 – at least 8 years but less than 15 years' service;
  - (D) From 1 July 2026 – at least 7 years but less than 15 years' service.

(b) Service entitling to leave

- (i) Subject to this subclause service shall also include all periods during which an Employee was serving in His Majesty's Forces or was made available by the Employer for National Duty.
- (ii) Where a business is transferred from one employer (the **old employer**) to another employer (the **new employer**) an Employee who worked with the old employer and who continues in the service of the new employer shall be entitled to count their service with the old employer as service with the new employer for the purposes of this clause.
- (iii) For the purposes of this Clause service shall be deemed to be continuous notwithstanding:
  - (1) the taking of any annual leave or long service leave; or other paid leave approved in writing by the Employer and not covered by subclause (b)(iii)(2) to (b)(iii)(4);
  - (2) any absence from work of not more than fourteen days in any one year on account of illness or injury or if applicable such longer period as have accrued and may be taken under the Personal Leave clause of this Agreement;
  - (3) any interruption or ending of the employment by the Employer if the interruption or ending is made with the intention of avoiding obligations in respect of long service leave or annual leave;
  - (4) any absence on account of injury arising out of or in the course of the employment of the Employee for a period during which payment is made under Accident pay (clause 48 refers);
  - (5) any leave of absence of the Employee where the absence is authorised in advance in writing by the Employer to be counted as service;
  - (6) any interruption arising directly or indirectly from an industrial dispute;
  - (7) the dismissal of an Employee, but only if the Employee is re-

- employed within a period not exceeding two months after the dismissal;
- (8) any absence from work of an Employee from work for a period not exceeding twelve months or longer as agreed under the parental leave clause of this Agreement in respect of any pregnancy or adoption;
  - (9) any unpaid absence of not more than 24 months for the sole purpose of undertaking a course of study related to nursing where the written approval of the Employer is given;
  - (10) any other absence of an Employee by leave of the Employer, or on account of injury arising out of or in the course of their employment not covered by (b)(iii)(4) of this subclause.
- (iv) In calculating the period of continuous service of any Employee, any interruption or absence of a kind mentioned in (b)(iii)(1) to (b)(iii)(5) shall be counted as part of the period of their service, but any interruption or absence of a kind mentioned in (b)(iii)(6) to (b)(iii)(10) shall not be counted as part of the period of service unless it is so authorised in writing by the Employer.
- (v) The Employer shall keep or cause to be kept a long service record for each Employee, containing particulars of service, leave taken and payments made.
- (c) Payment in lieu of long service leave on the death of an Employee
- From the following dates, where an Employee who has completed the corresponding minimum period of service dies while still in the employment of the Employer, the Employer shall pay to such Employee's personal representative a sum equal to the pay of such Employee for 1/30th of the period of the Employee's continuous service in respect of which leave has not been allowed or payment made immediately prior to the death of the Employee:
- (i) From the date of operation of the Agreement – at least 10 years' service;
  - (ii) From 1 July 2024 – at least 9 years' service;
  - (iii) From 1 July 2025 – at least 8 years' service;
  - (iv) From 1 July 2026 – at least 7 years' service.
- (d) Payment for period of leave
- (i) Payment to an Employee in respect of long service leave shall be made in one of the following ways:
    - (1) in full in advance when the Employee commences their leave; or
    - (2) at the same time as payment would have been made if the Employee had remained on duty; in which case payment shall be made by electronic funds transfer to the Employee's nominated bank account; or
    - (3) in any other way agreed between the Employer and the Employee.
  - (ii) Where the employment of an Employee is for any reason terminated before the Employee takes any long service leave to which they are entitled or where any long service leave accrues to an Employee pursuant to (a)(iii)(2) hereof the Employee shall subject to the provisions of (d)(iii) be entitled to

- pay in respect of such leave as at the date of termination of employment.
- (iii) Where any long service leave accrues to an Employee pursuant (a)(i) hereof the Employee shall be entitled to pay in respect of such leave as at the date of termination of employment.
  - (iv) Where an increase occurs in the ordinary rate of pay during any period of long service leave taken by the Employee, the Employee shall be entitled to receive payment of the amount of any increase in pay at the completion of such leave.
- (e) Taking of leave
- (i) When an Employee becomes entitled to long service leave such leave shall be granted by the Employer within six months from the date of the entitlement, but the taking of such leave may be postponed to such a date as is mutually agreed.
  - (ii) Any long service leave shall be inclusive of any public holiday or accrued day off occurring during the period when leave is taken.
  - (iii) If the Employer and an Employee so agree:
    - (1) the first six months long service leave to which an Employee becomes entitled under this Agreement may be taken in periods of not less than one week; and
    - (2) any subsequent period of long service leave to which the Employee becomes entitled may be taken in periods of not less than one week.
- (f) Leave allowed before due date
- (i) An Employer may by agreement with an Employee grant long service leave to the Employee before the entitlement to that leave has accrued, provided that such leave shall not be granted before the Employee has completed:
    - (1) From the date of operation of the Agreement – 10 years' service;
    - (2) From 1 July 2024 – 9 years' service;
    - (3) From 1 July 2025 – 8 years' service;
    - (4) From 1 July 2026 – 7 years' service.
- (g) Definitions
- (i) For the purposes of this Clause the following definitions apply:
    - (1) "Pay" means remuneration for an Employee's normal weekly hours of work calculated at the Employee's ordinary rate of pay at the time the leave is taken or (if the Employee dies before the completion of leave so taken) as at the time of their death; and shall include the amount of any increase to the Employee's ordinary rate of pay which occurred during the period of leave as from the date such increase operates.
    - (2) "Month" shall mean a calendar month.
- (h) Requests for alterations to payment and quantum of leave
- (i) At the request in writing of the Employee, and then by agreement of the Employer, Long Service Leave entitlements may be taken as double the quantum of leave at half pay.
  - (ii) Where the Employee is considering making such a request, the Employer

recommends that the Employee seek independent financial advice as to the relevant taxation implications, if any, prior to making such a request.

- (iii) The Employer will provide to the Employee in writing an indication of the payment and the tax payable as a result of the Employee choosing the double the leave at half pay option prior to the request by the Employee being finalised.

## 29. DISCIPLINARY PROCEDURE

- (a) Where disciplinary action may be necessary, the management representative shall notify the Employee of the issues in writing and the Employee will be given an opportunity to respond to these issues. In the event the Employer considers that the Employee's response is unsatisfactory, a first warning in writing may be issued. This warning will be recorded on the Employee's personnel file.
- (b) If there are further performance or conduct issues, the Employee will again be notified in writing of the matter and a response requested from the Employee. In the event the Employer considers it appropriate, a second warning in writing will be given to the Employee and recorded on the Employee's personnel file.
- (c) In the event that there are further performance or conduct issues, the Employee will again be notified in writing of the matter and a response requested. In the event the Employer considers it appropriate, a final written warning will be issued to the Employee and recorded on the Employee's personnel file.
- (d) In the event of further performance or conduct issues, then the Employee may be terminated after the matters have been investigated and reasons sought from the Employee.
- (e) Notwithstanding the above process, for serious matters pertaining to conduct or performance the Employer may also issue a "final warning" in the first instance. A "final warning" shall be such that the employee is notified that in the event that there are further performance or conduct issues the employee may be terminated. Further, termination or summary dismissal of an Employee may still occur for acts of serious misconduct.
- (f) During all steps in the Disciplinary Procedure referred to in this clause, the Employee has the right to representation of their choice, including the ANMF. The Employer may be represented by the representative of their choice. The procedure may be delayed due to the unavailability of the Employee's chosen representative. However, in accordance with the principles of natural justice, disciplinary matters are to be dealt with in a timely manner and the process will not be unreasonably delayed on account of the unavailability of the Employee's chosen representative.
- (g) Records relating to disciplinary procedures will be disregarded where a continuous period of 12 months elapses without further warning/s.
- (h) This clause shall not apply until the Employee has completed a period of employment with the Employer of at least the minimum employment period as prescribed in the Act.

## 30. CLINICAL NURSE SPECIALIST

The CNS classification shall be available to all Registered Nurses whether employed full time or part time who meet the Agreement definition; and meet the criteria as stated in Appendix A.

31. TERMINATION OF EMPLOYMENT

(a) Notice of termination by the Employer

- (i) In order to terminate the employment of an Employee the Employer shall give to the Employee the following notice:

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

- (ii) In addition to the notice in (a)(i) hereof, Employees over 45 years of age at the time of the giving of the notice with not less than two years' continuous service, shall be entitled to an additional week's notice.
- (iii) Payment in lieu of part of the notice prescribed in (a)(i) and/or (a)(ii) shall be made if the appropriate notice period is not given. Provided that employment may be terminated by part of the period of notice specified and part payment in lieu thereof.
- (iv) The required amount of payment in lieu of notice must equal the amount that the Employer would have been liable to pay the employee at the full rate of pay (as defined by the Act) for the hours the Employee would have worked had the employment continued until the end of the minimum notice period.
- (v) The period of notice in this clause does not apply:
- (1) in the case of dismissal for serious misconduct;
  - (2) to Employees engaged for a specific period of time or for a specific task or tasks;
  - (3) to trainees whose employment under a traineeship agreement or an approved traineeship is for a specified period or is, for any other reason, limited to the duration of the agreement; or
  - (4) to casual Employees.
- (vi) For the purposes of this clause, continuity of service shall be calculated in accordance with section 22 of the Act.

(b) Notice of termination by the Employee

- (i) The notice of termination required to be given by an Employee shall be the same as that required of an Employer, save and except that there shall be no additional notice based on the age of the Employee concerned.
- (ii) If an Employee who is at least 18 years old does not give the period of notice required under subclause (b)(i), the Employer may deduct from

wages due to the Employee under this Agreement an amount that is no more than one week's wages for the Employee.

- (iii) If the Employer has agreed to a shorter period of notice than that required under subclause (b)(i), then no deduction can be made under subclause (b)(ii).
- (iv) Any deduction under subclause (b)(ii) must not be unreasonable in the circumstances.

(c) Time off work during notice period

Where an 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 for the purpose of seeking other employment. The time off shall be taken at times that are convenient to the Employee after consultation with the Employer.

### 32. EXAMINATION LEAVE

- (a) Employees shall be entitled to five days paid leave in any one calendar year for the purposes of undertaking and/or preparing for examinations in a course of study. Leave entitlements pursuant to this Clause shall not accumulate from year to year, and shall be paid at the Employee's ordinary rate of pay for their ordinary hours of work in the period over which the leave is taken.
- (b) Entitlement to leave pursuant to subclause (a) shall be:
  - (i) available to full-time and part-time Employees who are employed to work on average for at least three shifts or 24 hours per week;
  - (ii) subject to an Employee having been employed by the Employer for twelve months immediately prior to taking of examination leave;
  - (iii) granted for studies which are related to the classification duties in this Agreement, relevant to advancement through the career structure and to employment at the establishment. Such studies would normally be undertaken in a tertiary institution; and
  - (iv) taken at a time that is mutually agreed between the Employer and the Employee. The Employer shall not unreasonably withhold approval for such leave.

### 33. STUDY LEAVE FOR POST GRADUATE STUDIES

- (a) Full time Employees shall be entitled to four hours paid Study Leave (pro rata for part-time Employees) per week for twenty-six weeks per calendar year for approved post graduate study in any one year for the purposes of attending courses and/or undertaking or preparing for examinations in a relevant post graduate course of study. Part time Employees shall be entitled to Study Leave in accordance with this clause on a pro rata basis. Leave entitlements pursuant to this clause shall not accumulate from year to year and shall be paid at the Employee's ordinary rate of pay for their ordinary hours of work in the period over which the leave is taken.
- (b) Entitlement to Study Leave shall be granted for studies which are relevant to the Employee's employment with the Employer.
- (c) Entitlement to Study Leave shall be taken at a time that is mutually agreed between the Employer and the Employee. The Employer shall not unreasonably withhold



approval for such leave.

#### 34. PROFESSIONAL DEVELOPMENT/ CONFERENCE LEAVE

- (a) The Employer has traditionally ensured that operating budgets make reasonable provision for the ongoing professional development of nursing staff. The Employer will encourage all nursing staff to attend relevant seminars and conferences on a regular basis. Subject to the Employer's approval, costs will either be shared or paid for in total by the Employer when appropriate.
- (b) The Employer further agrees that full-time and part-time (four shifts or more per fortnight) Employees will be entitled to 3 days professional development/conference leave per calendar year, provided that from 1 July 2024 the leave entitlement will be 5 days per calendar year. This leave is in addition to other leave entitlements in the Agreement. To access the benefits of this provision it is the responsibility of the employee to make an application for this leave. This leave is to be taken within each calendar year, is not cumulative and shall be paid at the Employee's ordinary rate of pay for their ordinary hours of work in the period over which the leave is taken.
- (c) In addition to the leave in subclause (b), full-time and part-time (four shifts or more per fortnight) Employees who are appointed as a Nurse Practitioner will be entitled to a further 10 hours of paid professional development / conference leave per calendar year. To access the benefits of this provision it is the responsibility of the employee to make an application for this leave. This leave is to be taken within each calendar year, is not cumulative and shall be paid at the Employee's ordinary rate of pay for their ordinary hours of work in the period over which the leave is taken.
- (d) The application for leave under this clause, nominating the preferred date(s) must be made in writing, providing a brief description of the nature of the professional development activity to be undertaken. The application may be for research, attendance at seminars and conferences.
- (e) This application shall be made at least six weeks prior to the requested date(s) and subject to approval by the DoN. The application shall not be unreasonably refused.
- (f) The Employee will be required to report on the professional development seminar/conference to the DoN.
- (g) The Employer offers annually a graduate nurse program for up to 5 students and employs a clinical educator for this program.
- (h) The Employer also offers support programs for the community ie. breast cancer support group, diabetes counselling etc. at subsidised rates.

#### 35. QUALIFICATION ALLOWANCE – REGISTERED NURSES

- (a) A Registered Nurse will be entitled to a qualification allowance set out below, subject to the following:
  - (i) a Registered Nurse holding more than one qualification is only entitled to one qualification allowance, being the allowance for the highest qualification held having regard to sub-clause (a)(ii)
  - (ii) it must be demonstrated that at least one component of the qualification is applicable to the relevant Employee's current area of practice. In situations

where a component of a postgraduate qualification is relevant to that Employee's current area of practice an allowance is payable. In considering whether a component of the qualification is relevant, the nature of the qualification and the current area of practice of the qualification holder are the main criteria. Other considerations may include:

- (1) the clinical or other area of work of the Registered Nurse;
  - (2) the classification and position description of the Registered Nurse;
  - (3) whether the qualification would assist the Registered Nurse in performing her or his role and/or assist in maintaining quality patient care and/or assist in the administration of the ward/unit/area in which the Registered Nurse is employed.
- (iii) a Registered Nurse claiming entitlement to a qualification allowance must provide to the Employer evidence of that Registered Nurse holding the qualification for which the entitlement is claimed.
- (iv) for the avoidance of doubt, a qualification allowance cannot be claimed by a Registered Nurse in respect of that Employee's base qualification leading to registration as a Registered Nurse, with the exception of:
- (1) A double degree
  - (2) A four year degree
  - (3) An honours degree
  - (4) A Masters degree
- (v) certificates obtained from training or education facilities (eg. infection control certificates from the Mayfield Centre) shall be recognised provided that the programmes are equivalent to a University/Graduation certificate and the training/education facility verifies that in writing.
- (b) A Registered Nurse who holds a Hospital Certificate or Graduate Certificate (or equivalent) shall be paid, in addition to their salary, an allowance (Hospital / Graduate Certificate) as set out in Appendix 1.
- (c) A Registered Nurse who holds a Post-Graduate Diploma or a Degree (or equivalent) (other than a nursing undergraduate degree), or a double degree, shall be paid, in addition to their salary, an allowance (Post Graduate Diploma or Degree) as set out in Appendix 1.
- (d) A Registered Nurse who holds a Masters degree (including a Masters degree completed prior to, or that leads to registration), shall be paid, in addition to their salary, an allowance (Masters) as set out in Appendix 1.
- (e) A Registered Nurse who holds a Doctorate, shall be paid, in addition to their salary, an allowance (Doctorate) as set out in Appendix 1.
- (f) The above allowances are to be paid during all periods of paid leave except personal /carer's leave beyond 21 days and long service leave.
- (g) The allowance is to be paid on a pro-rata basis for non-full-time Employees according to their ordinary hours of work.
- (h) Payment of the allowance shall be payable on the first full pay period on or after the date evidence of such qualification is provided by the Employee to the Employer. The Employee shall not be back-paid to the date the qualification was achieved.

36. QUALIFICATION ALLOWANCE – ENROLLED NURSES

- (a) An Enrolled Nurse who holds a certificate or qualification (which is in addition to the minimum qualification held by the nurse for registration) and who is required by the Employer to use such a certificate in connection with their duties shall be paid an allowance as set out below:
  - (i) a certificate or qualification for a course of six months duration (excluding medication endorsement) - 4% of their ordinary weekly rate of pay as per Appendix 1 of this Agreement.
  - (ii) a certificate or qualification for a course of twelve months duration – 7.5% of their ordinary weekly rate of pay as per Appendix 1 of this Agreement.
- (b) An Enrolled Nurse claiming entitlements to a qualification allowance must provide the Employer with evidence of that enrolled nurse holding the qualification for which the entitlement is claimed. The course undertaken must result in a certificate or qualification being awarded, and not simply completion of certain subjects. Provided that only one allowance is payable to each eligible Enrolled Nurse, being the allowance for the highest qualification held.
- (c) Where an Employee fails to provide evidence to the Employer of the qualification until such time as the Employee provides such evidence to the Employer, the Employee shall not be entitled to payment of a qualification allowance. Payment of the qualification allowance shall be made on and from the date that evidence is provided.
- (d) For the avoidance of doubt, a qualification allowance cannot be claimed by an Enrolled Nurse:
  - (i) in respect of that person's base qualification leading to registration; and
  - (ii) where the education provided at pre or post registration level to enable endorsement with the NMBA to administer medications.
- (e) The above allowances are to be paid during all periods of paid leave except personal/carer's leave beyond 21 days and long service leave.
- (f) The allowance is to be paid on a pro-rata basis for non-full-time Employees according to their ordinary hours of work.

37. HIGHER DUTIES

- (a) An Employee engaged in any one day or shift for more than two hours on duties carrying a higher rate than the classification in which they are ordinarily employed shall be paid for the full day or shift at the minimum rate for that higher classification but if so engaged for two hours or less only the time so worked shall be paid for at that higher rate.
- (b) Notwithstanding the provisions of (a) the following provisions shall apply to Employees who are appointed to relieve a Unit Manager:
- (c) Off duty shifts
  - (i) Where a work unit involves shift work, Associate Unit Managers may be appointed to undertake in-charge functions during the off duty periods of the Unit Manager. The rate, once appropriately set, shall be deemed to include the performance of the in-charge function during the off duty periods of the Unit Manager.

- (ii) Where an Employee other than an Associate Unit Manager is required to act in charge during the off duty period of a Unit Manager (which event shall be the exception to the rule), such Employee shall be paid at the minimum rate applicable to the Associate Unit Manager position which would normally be in charge on that shift.
- (iii) Provided that where no Associate Unit Manager position has been appointed with respect to the relevant shift, the provisions of (a) shall apply.
- (d) **Periods of absence**  
The provisions of (c)(i) to (iii) shall apply to all periods of absence of a Unit Manager up to and including five days. For absences in excess of five days, the relieving Associate Unit Manager shall be paid at the minimum rate for the Unit Manager for the entire period of relief and other Employees who consequently act in a higher position shall be similarly remunerated at the minimum rate of that higher position for the entire period of relief.
- (e) A Deputy Director of Nursing, a Deputy Principal Nurse Educator or a Principal Nurse Educator who is called upon to relieve an Employee in a higher classification for a period in excess of five days, shall be paid at the minimum of that higher classification for the entire period of relief.

### 38. SHIFT ALLOWANCES

#### Morning/Afternoon shift

- (a) In addition to any other rates prescribed elsewhere in the Agreement a Shift Worker whose rostered hours of ordinary duty finish after 6.00p.m. and at or before 8.00a.m. or commence at or after 6.00p.m. and before 6.30a.m. shall be paid an amount stipulated in Appendix 1 (Morning/Afternoon) per rostered period of duty for any such period of duty.

#### Night shift

- (b) Provided that in the case of a Shift Worker working on any rostered hours of ordinary duty, finishing on the day after commencing duty or commencing after midnight and before 5.00a.m. they shall be paid, in lieu of the amount in subclause (a), an amount stipulated in Appendix 1 (Night) per rostered period of duty for any such period of duty.
- (c) Provided further that this Clause shall not apply to the Director of Nursing and Deputy Director of Nursing or equivalent.

### 39. OVERTIME MEAL ALLOWANCE

- (a) In the circumstances set out at (i) and (ii) below of overtime work performed, an Employee shall be supplied with a meal where the Employer has its own cooking and dining facilities. In exceptional circumstances, where a meal cannot be provided, a meal allowance shall be paid in addition to any overtime payment as follows:
  - (i) When required to work after the usual finishing hour of work beyond one hour (Monday to Friday inclusive) or in the case of Shift Workers when the overtime work on any shift exceeds one hour – Meal Allowance as set out at Appendix 1. Provided that where such overtime work exceeds 4 hours a further meal allowance of Meal Allowance as set out at Appendix 1 shall be

paid.

- (ii) When required to work more than 5 hours overtime on a Saturday or a Sunday or more than 5 hours by a Shift Worker on their rostered day off – Meal Allowance as set out at Appendix 1 and a further Meal Allowance as set out at Appendix 1 when required to work more than 9 hours on such day.
- (b) These foregoing provisions shall not apply when an Employee could reasonably return home for a meal within the period allowed.

#### 40. JURY SERVICE

- (a) An Employee other than a casual Employee (subject to the *Juries Act 2000* (Vic)), required to attend for jury service during their ordinary working hours shall be reimbursed by the Employer an amount equal to the difference between the amount paid in respect of their attendance for such jury service and the amount of ordinary salary they would have received in respect of the ordinary time they would have worked had they not been on jury service.
- (b) An Employee shall notify the Employer as soon as possible of the date upon which they are required to attend for jury service. Further the Employee shall give the Employer proof of their attendance at the court, the duration of such attendance and the amount received in respect of such jury service.

#### 41. REDUNDANCY

##### Transfer to lower paid duties

- (a) Where an Employee is transferred to lower paid duties by reason of redundancy, the same period of notice must be given as the Employee would have been entitled to if the employment had been terminated and the Employer may, at the Employer's option, make payment instead of an amount equal to the difference between the former ordinary rate of pay and the new lower ordinary rate of pay for the number of weeks of notice still owing.

##### Severance pay

- (b) In addition to the period of notice prescribed for termination in this Agreement, an Employee whose employment is terminated by reason of redundancy shall be paid the following amount of severance pay in respect of a period of continuous service.

<b>Period of continuous service</b>	<b>Severance pay</b>
Less than 1 year	Nil
1 year and less than 2 years	4 weeks' pay
2 years and less than 3 years	6 weeks' pay
3 years and less than 4 years	7 weeks' pay
4 years and less than 5 years	8 weeks' pay
5 years and less than 6 years	10 weeks' pay
6 years and less than 7 years	11 weeks' pay
7 years and less than 8 years	13 weeks' pay
8 years and less than 9 years	14 weeks' pay
9 years and over	16 weeks' pay

##### Definitions

- (c) "Week's pay" means the weekly rate of pay for the Employee concerned calculated according to their ordinary hours of work at their ordinary rate of pay.

#### Employee Leaving During Notice Period

- (d) An Employee given notice of termination in circumstances of redundancy may terminate their employment during the period of notice. The Employee is entitled to receive the benefits and payments they would have received under this clause had they remained in employment until the expiry of the notice, but is not entitled to payment in lieu of the remaining period of notice.

#### Alternative Employment

- (e) Where the Employer obtains for the Employee other acceptable employment, the severance payment payable by the Employer may be reduced (including to nil), subject to an order of the FWC.
- (f) The provisions of section 122 of the Act will apply in relation to transfer of employment situations. 'Transfer of employment' has the meaning prescribed in the Act.

#### Time off Period of Notice

- (g) An Employee given notice of termination in circumstances of redundancy must 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.
- (h) If the Employee has been allowed paid leave for more than one day during the notice period for the purpose of seeking other employment, the Employee must, at the request of the Employer, produce proof of attendance at an interview or they will not be entitled to payment for the time absent. For this purpose a statutory declaration is sufficient.
- (i) This entitlement applies instead of clause 31(c).

#### Employees with Less Than One Year's Continuous Service

- (j) This clause does not apply to Employees with less than one year's continuous service.

#### Employees Exempted

- (k) This clause shall not apply where employment has been terminated because the conduct of an Employee justifies instant dismissal or in the case of casual Employees, or Employees engaged for a specific period of time or for a specified task or tasks, or in accordance with any exemption provisions of the Act.

## 42. DAYLIGHT SAVING

If an Employee works on a shift during which time changes because of the introduction of, or cessation to, daylight saving, that Employee shall be paid for the actual hours worked at the ordinary rate of pay (including any shift penalties or allowances ordinarily payable in respect of this shift).

No overtime is payable for the additional hour worked because of daylight saving.

## 43. SALARY SACRIFICE PROCEDURE (SUPERANNUATION ONLY)

- (a) Permanent Employees may be able to make voluntary pre-tax contributions or payments through a written salary sacrifice agreement between the Employer and

the Employee. The Employer will pay the salary sacrifice amount in accordance with the salary sacrifice agreement.

- (b) An Employee may apply to have their ordinary time earnings reduced by an amount nominated by them as a salary sacrifice contribution for their benefit.
- (c) The total value of the reduced salary and the agreed value of the benefits provided will not be less than the amount that would otherwise be paid if the salary sacrifice arrangement was not in place.
- (d) The Employer recognises the need for Employees to consider independent financial and taxation advice and recommend that Employees consider such advice prior to entering into salary sacrifice arrangements.
- (e) In the event that the law governing superannuation and/or taxation make the objective of this clause ineffective, unattainable or illegal, the Employer will advise the Employee concerned. The salary sacrifice contribution arrangement will be terminated or amended to comply with such laws.
- (f) Unless otherwise agreed by the Employer, an Employee may revoke or vary their salary sacrifice contribution/payment by giving not less than one month's written notice, provided the terms of any other agreement relating to the salary sacrifice benefit are met.

#### 44. ON CALL ALLOWANCE

- (a) Employees required by the Employer to be "on call" shall be paid an on-call allowance as per Appendix 1 per twelve-hour period.
- (b) In the event of an Employee being recalled to duty at the Hospital during an off-duty period, where the recall work is not continuous with the next succeeding rostered period of duty, that Employee shall be paid a minimum of three hours pay at double time the ordinary rate of pay (ie: 200%).

#### 45. STAFFING LEVELS

- (a) The Employer is committed to ensuring that staffing levels are appropriate in order to ensure the delivery of high quality patient care.
- (b) It is agreed that existing flexibility in respect of nurse patient ratios 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.
- (c) The Employer will endeavour to ensure that unexpected admissions do not prohibit the delivery of good nursing care.
- (d) Should any nurse 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 manager. If appropriate action is not taken to address the workload issues, the nurses are responsible for informing the Director of Nursing.

#### 46. LETTER OF APPOINTMENT

The Employer agrees to the adoption of a standard employment letter, as specified in Appendix B.

47. ACCIDENT PAY

Any reference to the *Workplace Injury Rehabilitation and Compensation Act 2013 (WIRC Act)* in this clause shall be deemed to include a reference to the *Accident Compensation Act 1985*.

(a) Definitions

The words hereunder shall bear the respective definitions set out herein.

(i) Total Incapacity

Total incapacity In the case of an Employee who is or deemed to be totally incapacitated within the meaning of the WIRC Act and arising from an injury covered by this Clause means a weekly payment of an amount representing the difference between the total amount of compensation paid under the WIRC Act for the week in question and the total weekly Agreement ordinary rate and weekly over Agreement payment for a day Employee which would have been payable under this part for the Employee's normal classification of work for the week in question if they had been performing their normal duties provided that such latter rate shall exclude additional remuneration by way of shift premiums, overtime payments, special rates or other similar payments.

(ii) Partial incapacity

In the case of an Employee who is or deemed to be partially incapacitated within the meaning of the WIRC Act and arising from an injury covered by this Clause means a weekly payment of an amount representing the difference between the total amount of compensation paid under the WIRC Act for the period in question together with the average weekly amount the Employee is earning or is able to earn in some suitable employment or business (as determined expressly or by implication by the Accident Compensation Conciliation Service (as it is currently known) or as agreed between the parties) and the total weekly Agreement ordinary rate and weekly over-Agreement payment for a day Employee which would have been payable under this part for the Employee's normal classification of work for the week in question if they had been performing their normal duties provided that such latter rate shall exclude additional remuneration by way of shift premiums, overtime payments, special rates or other similar payments.

(1) The total 38 hour weekly agreement rate and weekly over-agreement payment abovementioned shall be the same as that applying for a total incapacity provided that where an Employee receives a weekly payment under this section and subsequently such payment is reduced pursuant to the WIRC Act such reduction will not increase the liability of the Employer to increase the amount of accident pay in respect of that injury.

(2) For the purposes of the calculation of the total weekly Agreement ordinary rate and weekly over-agreement payment in (a)(i) and (a)(ii) payments made to an Employee arising from a production incentive earnings scheme (whether arising from a payment by results, task or bonus scheme or however titled) shall not be taken into account.



- (iii) Payment for part of a week  
Where an Employee receives accident pay and such pay is payable for incapacity for part of the week the amount shall be direct pro rata.
  - (iv) Injury shall be given the same meaning and application as applying under the WIRC Act, as amended from time to time and no injury shall result in the application of accident pay unless an entitlement exists under the WIRC Act.
- (b) Qualification for payment
- Always subject to the terms of this clause, an Employee covered by this part shall upon receiving payment of compensation and continuing to receive such payment in respect of a weekly incapacity within the meaning of the WIRC Act be paid accident pay by the Employer who is liable to pay compensation under the WIRC Act, which said liability by the Employer for accident pay may be discharged by another person on his behalf, provided that:
- (i) Accident pay shall only be payable to an Employee whilst such Employee remains in the employment of the Employer by whom they were employed at the time of the incapacity and then only for such period as they receive a weekly payment under the WIRC Act. Provided that if an Employee on partial incapacity cannot obtain suitable employment from hers/his Employer but such alternative employment is available with another Employer than the relevant amount of accident pay shall be payable.
    - (1) Provided further that in the case of the termination of employment by an Employer of an Employee who is incapacitated and who except for such termination would be entitled to accident pay, accident pay shall continue to apply subject to the provisions of this clause except in those cases where the termination is due to serious and/or wilful misconduct on the part of the Employee.
    - (2) In order to qualify for the continuance of accident pay on termination an Employee shall if required provide evidence to the Employer of the continuing payment of weekly Employees compensation payments.
- (c) Accident pay shall not apply to any incapacity occurring during the first two weeks of employment unless such incapacity continues beyond the first two weeks and then subject to (d) and to the maximum period of payment prescribed elsewhere herein, accident pay shall apply only to the period of incapacity after the first two weeks.
- (i) Provided that as to industrial diseases contracted by a gradual process or injuries subject to recurrence, aggravation or acceleration as provided in the WIRC Act such injuries or diseases shall not be subject to accident pay unless the Employee has been employed with the Employer at the time of the incapacity for a minimum period of one month.
- (d) Accident pay shall not apply in respect of any injury during the first five normal working days of incapacity.
- (i) Provided however that in the case of an Employee who contracts an infectious disease in the course of duty and is entitled to receive workers compensation therefore shall receive accident pay from the first day of the incapacity.

- (e) Maximum period of payment  
The maximum period or aggregate of periods of accident pay to be made by an Employer shall be a total of 39 weeks for any one injury as defined in (a)(iv)
- (f) Absences on other paid leave  
An Employee shall not be entitled to payment of accident pay in respect of any period of other paid leave of absence.
- (g) Notice of injury  
An Employee upon receiving an injury for which they claim to be entitled to receive accident pay shall give notice in writing of the said injury to the Employer as soon as reasonably practicable after the occurrence thereof provided that such notice may be given by a representative of the Employee.
- (h) Medical examination
  - (i) In order to receive entitlement to accident pay an Employee shall conform to the requirements of the WIRC Act as to medical examination.
  - (ii) Where in accordance with the WIRC Act a medical referee gives a certificate as to the condition of the Employee and their fitness for work or specifies work for which the Employee is fit and such work is made available by the Employer and refused by the Employee or the Employee fails to commence the work, accident pay shall cease from the date of such refusal or failure to commence the work.
- (i) Cessation of weekly payments  
Where there is a cessation or redemption of weekly compensation payments under the WIRC Act the Employer's liability to pay accident pay shall cease as from the date of such cessation or redemption.
- (j) Civil damage claims
  - (i) An Employee receiving or who has received accident pay shall advise the Employer of any action they may institute or any claim they may make for damages. Further the Employee shall, if requested, provide an authority to the Employer entitling the Employer to a charge upon any money payable pursuant to any judgement or settlement on that injury.
  - (ii) Where an Employee obtains a judgement or settlement for damages in respect of an injury for which they have received accident pay the Employer's liability to pay accident pay shall cease from the date of such judgement or settlement provided that if the judgement or settlement for damages is not reduced either in whole or part by the amount of accident pay made by the Employer the Employee shall pay to the Employer any amount of accident pay already received in respect of that injury by which the judgement or settlement has not been so reduced.
  - (iii) Where an Employee obtains a judgement or settlement for damages against a person other than the Employer in respect of an injury for which they have received accident pay the Employer's liability to pay accident pay shall cease from the date of such judgement or settlement provided that if the judgement or settlement for damages is not reduced either in whole or part by the amount of accident pay made by the Employer the Employee shall pay to the Employer any amount of accident pay already received in respect of that injury by which the judgement or settlement has not been so

reduced.

(k) Insurance against liability

Nothing in this part shall require an Employer to insure against their liability for accident pay.

(l) Variations in compensation rates

Any changes in compensation rates under the WIRC Act shall not increase the amount of accident pay above the amount that would have been payable had the rates of compensation remained unchanged.

(m) Death of an Employee

All rights to accident pay shall cease on the death of an Employee.

48. VEHICLE ALLOWANCE

Where an Employee is required to use their own mode of conveyance in connection with their duties, they shall be paid a kilometre allowance as set out at Appendix 1.

Note: PMU means power mass units as stated in the certificate of registration of the vehicle.

49. UNIFORM AND LAUNDRY ALLOWANCE

(a) Where the Employer requires Employees to wear uniforms and uniforms are not provided by the Employer the Employee shall be paid a uniform allowance as set out at Appendix 1 per day, or part thereof on duty, or an allowance as set out at Appendix 1 per week, whichever is the lesser amount. Where such Employee's uniforms are not laundered by or at the expense of the Employer, the Employee shall be paid a laundry allowance as set out at Appendix 1 per day or part thereof on duty, or an allowance as set out at Appendix 1 per week, whichever is the lesser amount.

(b) The uniform allowances but not the laundry shall be paid during all absences on paid leave, except absence on long service leave and absence on personal/carer's leave beyond 21 days. Where, prior to taking leave, an Employee was paid a uniform allowance other than at the weekly rate, the rate to be paid during absence on leave shall be the average of the allowance paid during the four weeks immediately preceding the taking of leave.

(c) Where an Employer provides an Employee with uniforms, all articles so provided remain the property of the Employer.

50. FLEXIBILITY ARRANGEMENTS

(a) The Employer and an Employee covered by this Agreement may agree to make an individual flexibility arrangement to vary the effect of terms of the Agreement if:

(i) the Agreement deals with 1 or more of the following matters:

- (1) arrangements about when work is performed;
- (2) overtime rates;
- (3) penalty rates;
- (4) allowances;
- (5) leave loading; and

- (ii) the arrangement meets the genuine needs of the Employer and Employee in relation to 1 or more of the matters mentioned in paragraph (i); and
  - (iii) The Employer and the individual Employee must have genuinely made the agreement without coercion or duress.
- (b) The Employer must ensure that the terms of the individual flexibility arrangement:
- (i) are about permitted matters under section 172 of the Act; and
  - (ii) are not unlawful terms under section 194 of the Act; and
  - (iii) result in the Employee being better off overall than the Employee would be if no arrangement was made.
- (c) The Employer must ensure that the individual flexibility arrangement:
- (i) is in writing; and
  - (ii) includes the name of the Employer and Employee; and
  - (iii) 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
  - (iv) includes details of:
    - (1) the terms of the enterprise agreement that will be varied by the arrangement; and
    - (2) how the arrangement will vary the effect of the terms; and
    - (3) 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
  - (v) states the day on which the arrangement commences.
- (d) The Employer must give the Employee a copy of the individual flexibility arrangement within 14 days after it is agreed to.
- (e) The Employer or Employee may terminate the individual flexibility arrangement:
- (i) by giving no more than 28 days written notice to the other party to the arrangement; or
  - (ii) if the Employer and Employee agree in writing — at any time.

## 51. REPRESENTATIVE LEAVE

- (a) Leave to attend trade union and union delegate courses/ seminars shall be as follows:
- (i) To a maximum of five (5) days per year (1 January to 31 December) for the totality of all applications of paid trade union, union delegate training leave, attendance at association conferences, meetings and courses provided that:
    - (1) The scope, content and level of the courses are directed to the enhancement of the operation of the settlement of dispute procedures;
    - (2) That two (2) weeks' notice is provided to the Employer;
    - (3) The approval of leave must have regard to the operational requirements of the Employer;
    - (4) This leave shall be paid at the ordinary rate of pay for the

Employee's ordinary hours of work in the period over which the leave is taken.

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

## 52. CONTINUING PROFESSIONAL DEVELOPMENT ALLOWANCE

- (a) The rates provided at Appendix 1 of this Agreement incorporate payments for the continuing professional development allowance. Therefore, no separate continuing professional development allowance is payable.

## 53. FAMILY VIOLENCE LEAVE

- (a) This clause applies to all Employees, including casuals.

- (b) Definitions

- (i) In this clause:

- (1) **family and domestic violence** means violent, threatening or other abusive behaviour by a family member of an Employee that seeks to coerce or control the Employee and that causes them harm or to be fearful.

- (2) family member 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; or

- (C) a person related to the Employee according to Aboriginal or Torres Strait Islander kinship rules.

- (D) A reference to a spouse or de facto partner in the definition of family member above includes a former spouse or de facto partner.

- (c) Entitlement to leave

- (i) An Employee is entitled to 10 days' paid leave (calculated at the Employee's full rate of pay as defined in the Act) and 5 days' unpaid leave to deal with family and domestic violence, as follows:

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

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

- (3) is available in full to part-time and casual Employees.

- (ii) A period of leave to deal with family and domestic violence may be less than a day by agreement between the Employee and the Employer.

- (iii) For casual Employees:

- (1) the leave entitlement is paid based on the hours the Employee was rostered to work in the period over which the leave is taken;

- (2) without limiting clause 53(c)(iii)(1), a casual Employee is taken to have been rostered to work hours in a period if the Employee has

- accepted an offer by the Employer of work for those hours;
- (3) they may take a period of family violence leave in accordance with clause 53(d) that does not include hours for which the Employee is rostered to work, however such leave will be unpaid.
- (d) Taking leave to deal with family and domestic violence
- (i) An Employee may take leave to deal with family and domestic violence if the Employee:
- (1) is experiencing family and domestic violence; and
- (2) needs to do something to deal with the impact of the family and domestic violence; and
- (3) it is impractical for the Employee to do that thing outside their ordinary hours of work.
- (ii) The reasons for which an Employee may take leave include making arrangements for their safety or the safety of a family member (including relocation), attending urgent court hearings, to seek other legal assistance, or accessing police services.
- (iii) An Employee who supports a person experiencing family violence may take carer's leave to accompany them to court, to hospital, or to mind children, subject to the Employee producing to the Employer evidence that would satisfy a reasonable person establishing the reason for taking such leave (a statutory declaration will be satisfactory evidence).
- (e) Individual support
- (i) In order to provide support to an Employee experiencing family violence and to provide a safe work environment to all Employees, the Employer will approve a request from an Employee experiencing family violence for the following, providing the request is reasonable in all the circumstances:
- changes to their span of hours or pattern or hours and/or shift patterns;
  - job redesign or changes to duties within their skills and capabilities;
  - relocation to suitable employment within the workplace;
  - a change to their telephone number or email address to avoid harassing contact;
  - any other appropriate measure including those available under existing provisions for family friendly and flexible work arrangements.
- (ii) An Employee experiencing family violence will be offered a referral to the Employee Assistance Program (EAP) and/or other local resources.
- (f) Service and continuity
- The time an Employee is on unpaid leave to deal with family and domestic violence does not count as service but does not break the Employee's continuity of service. Paid leave will count as service.
- (g) Notice and evidence requirements
- (i) Notice
- An Employee must give the Employer notice of the taking of leave by the Employee under this clause. The notice:

- (1) must be given to the Employer as soon as practicable (which may be a time after the leave has started); and
  - (2) must advise the Employer of the period, or expected period, of the leave.
- (ii) Evidence
- (1) An Employee who has given the Employer notice of the taking of leave under this clause must, if required by the Employer, give the Employer evidence that would satisfy a reasonable person that the leave is taken for the purpose specified in clause 53(d).
  - (2) Depending on the circumstances such evidence may include a document issued by the police service, a court, a doctor, a district nurse or maternal and child health nurse, or a lawyer, or a family violence support service, or a statutory declaration.
- (h) Confidentiality
- (i) Employers must take steps to ensure information concerning any notice an Employee has given, or evidence an Employee has provided under clause 53(g), is treated confidentially, as far as it is reasonably practicable to do so.
  - (ii) Nothing in clause 53 prevents the Employer from disclosing information provided by an Employee if the disclosure is required by an Australian law or is necessary to protect the life, health or safety of the Employee or another person.

The Employer acknowledges that information concerning an Employee's experience of family and domestic violence is sensitive and if mishandled can have adverse consequences for the Employee. The Employer and Employee may consult about the handling of sensitive information.

- (i) Compliance
- An Employee is not entitled to take leave under clause 53 unless the Employee complies with clause 53.

#### 54. CEREMONIAL LEAVE

An Employee who is legitimately required by Aboriginal tradition to be absent from work for Aboriginal ceremonial purposes will be entitled to up to ten working days' unpaid leave in any one year, with the approval of the Employer.

#### 55. FLEXIBLE WORKING ARRANGEMENTS

- (a) Employees are entitled to request flexible employment arrangements in accordance with the provisions of the NES.
- (b) Employees who have worked for the Employer for at least 12 months can request flexible working arrangements if they:
  - (i) are the parent, or have responsibility for the care, of a child who is school aged or younger;
  - (ii) are a carer (under the *Carer Recognition Act 2010* (Cth));
  - (iii) have a disability;

- (iv) are 55 years of age or older;
  - (v) are pregnant;
  - (vi) are experiencing family and domestic violence; or
  - (vii) provide care or support to a member of their household or immediate family who requires care or support because the member is experiencing family and domestic violence.
- (c) The Employee is not entitled to make the request unless:
- (i) 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; and
  - (ii) for a casual Employee – the Employee:
    - (1) is a regular casual Employee (as defined in the Act) 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 immediately before making the request; and
    - (2) has a reasonable expectation of continuing employment by the Employer on a regular and systematic basis.
- (d) The request must:
- (i) be in writing; and
  - (ii) set out details of the change sought and of the reasons for the change.
- (e) The Employer must give the Employee a written response to the request within 21 days, stating whether the Employer grants or refuses the request. If the request is refused, the written response must include details of the reasons for the refusal.
- (f) The further details of flexible working arrangement requests, including the process for the Employer to follow for considering and before responding to a flexible working arrangement request, and the requirements for the Employer's written response if the request is refused or if a different change in working arrangement is agreed, will be in accordance with the NES.
- (g) A dispute relating to a refusal by the Employer to a flexible working arrangement request made by an Employee under s.65(1) of the Act, or a failure by the Employer to provide a written response under s.65A of the Act within 21 days of the Employee making the request, will be handled in accordance with clause 11 (Dispute Resolution Procedure).

## 56. IN SERVICE EDUCATION AND MANDATORY TRAINING

- (a) All Employees have a responsibility to maintain and upgrade their skills commensurate with the requirements of their position. In particular:
- (i) every Employee must attend training required to meet statutory responsibilities including but not limited to: fire and emergency training, manual handling training, and infection control provided by the Employer in each twelve month period or as required;
  - (ii) training may be offered via e-learning packages supplied by the Employer. Where training required by the Employer is undertaken via e-learning, the Employee will undertake such training during the Employee's ordinary hours of work, at a time or at times allocated and agreed with the Employer,



unless otherwise approved by the Employer.

- (b) Where the Employee attends compulsory training other than during the course of a rostered shift, the Employee will be paid for the approved time taken to complete this training. The minimum payment shall be:
  - (i) the length of the training or one (1) hour whichever is the greater, where the training has been scheduled at the start or finish of a shift for which the Employee is rostered; or
  - (ii) the length of the training or two (2) hours whichever is the greater, where the training has not been scheduled at the start or finish of a shift for which the Employee is rostered.
- (c) Up to 10 hours of approved mandatory training, in-service education and e-learning per year may be held outside of an Employee's ordinary hours and be paid at the ordinary rate of pay. Approved mandatory training that falls outside an Employee's ordinary hours and is in excess of 10 hours per year will be paid at the applicable overtime penalty rate.
- (d) Where an Employee finds that it takes more than the allocated time to complete an e-learning module, they should log out of the training (which will save it automatically) and bring this to the attention of their manager. The manager will take steps to ensure the Employee is able to complete the training by:
  - (i) arranging for the module to be completed during ordinary hours of work in the workplace and ensuring access to IT resources to allow this to occur; and/or
  - (ii) approving additional time required to complete the module during ordinary hours of work. Payment for such approved additional time will be in accordance with subclause (b). If an Employee is still unable to complete the module after the additional time, they should again bring this to the attention of the manager; and / or
  - (iii) taking steps to assist the Employee to complete the modules (for instance by providing training on computer literacy or on increased proficiency in reading the English language).

## 57. EMERGENCY SERVICES LEAVE

- (a) In addition to the NES entitlements to community services leave, an Employee who is a member of a recognised voluntary emergency relief organisation (such as the Country Fire Authority, Red Cross, St John Ambulance and the State Emergency Service) is entitled to be released from duty to engage in a voluntary emergency management activity in accordance with the provisions of the Act, subject to the Employee providing to the Employer:
  - (i) prior notice of such attendance (unless this is not practicable due to the nature of the emergency); and
  - (ii) evidence that would satisfy a reasonable person that the Employee has been or will be engaging in an eligible emergency management activity.
- (b) Payment for such attendance shall be restricted to a maximum of three shifts per annum (non-cumulative), at the Employee's ordinary rate of pay. Casual Employees shall not be entitled to payment under this sub-clause, but shall still have the right to be absent from work subject to complying with the notice requirements under

clause (a).

58. TRAINING AND ASSESSMENT ALLOWANCE

- (a) From the first full pay period on or after 1 September 2024, an allowance per Appendix 1 will be payable where the Employer requires a full-time Registered Nurse Employee to hold a current Certificate IV in Training and Assessment, subject to subclause (b).
- (b) The allowance:
  - (i) will not apply to an Employee who is paid a qualification allowance under the Agreement;
  - (ii) is payable on a pro-rata basis for part-time Employees according to their ordinary hours of work;
  - (iii) is to be paid during all periods of paid leave except personal /carer's leave beyond 21 days and long service leave; and
  - (iv) will be payable from the first full pay period on or after the date on which the Employee provides evidence of attainment of the certificate to the Employer. There will be no backpay to the date the certificate was obtained.

59. LEAD APRON ALLOWANCE

- (a) From the first full pay period on or after the date of operation of the Agreement, an Employee who is required by the Employer to wear a lead apron for 1 or more hours continuously on any shift, is to be paid the Lead Apron Allowance in Appendix 1 for each such shift or part thereof on which the lead apron is worn for 1 or more hours continuously.

## SCHEDULE 1: EMPLOYMENT CLASSIFICATIONS

### **Registered Nurse**

#### **Grade 2**

Grade 2 Year 1 - A Registered Nurse in their first year of experience following registration as a nurse with the Nursing and Midwifery Board of Australia.

Grade 2 Year 2 and above - A Registered Nurse in the second or subsequent years of experience as a Registered Nurse and not elsewhere classified.

#### **Clinical Nurse Specialist**

A Registered Nurse appointed as a Clinical Nurse Specialist and paid as such.

#### **Grade 3B**

A Registered Nurse appointed as a Clinical Coach, Pre Admission Nurse or Project Nurse and paid as such.

#### **Grade 3B (ANUM)**

A Registered Nurse appointed as an Associate Unit Manager and paid as such.

#### **Grade 4B**

A Registered Nurse appointed as a Clinical Educator or a Clinical Nurse Consultant, and paid as such.

#### **Grade 4B (NUM)**

A Registered Nurse appointed as a Unit Manager and paid as such.

#### **Grade 5**

A Registered Nurse appointed as an in-charge nurse on PM/ Night/ Weekend shifts and paid as such.

#### **Grade 6**

A Registered Nurse appointed as a Deputy Director of Nursing and paid as such.

#### **Grade 7**

A Registered Nurse appointed as a Director of Nursing and paid as such.

### **Nurse Practitioner**

A Registered Nurse appointed as a Nurse Practitioner and paid as such.

## Enrolled Nurse

### 1.1 Enrolled Nurse Level 1 (EN1)

- (a) EN1 applies to Enrolled Nurses who do not hold an NMBA approved qualification in administration of medicines.
- (b) This level also applies to nurses formerly known as Mothercraft Nurses who are registered with the NMBA as ENs with notation, and to those who, while not registered as nurses, perform similar work with comparable underpinning education. Such nurses will be paid at the nearest (higher) pay point in the EN1 range to their current Mothercraft Nurse rate of pay, unless they are already paid above the maximum EN1 rate of pay, in which case they will retain their current rate of pay, adjusted only by annual pay increases applying under this Agreement.
- (c) **Progression** – An EN1 will progress through the increments on completion of a year of experience, including previous experience.
- (d) There is no automatic progression for an EN1 with a medication administration notation to the EN2 classification.

### 1.2 Enrolled Nurse Level 2 (EN2)

- (a) **Cert IV Entry** - EN Level 2.1 is the entry to practise rate for the first year of experience of an Enrolled Nurse who holds a NMBA approved Cert IV – Nursing [HLT 43407] qualification without prior experience as an Enrolled Nurse. On completion of each year of experience thereafter the Employee will progress to the next increment up to and including EN Level 2.6.
- (b) EN 2.1 to 2.6 inclusive will also apply to an Enrolled Nurse who holds a NMBA approved qualification in administration of medicines with an Administration of Medication Scope of up to four routes. Experience includes experience as an Enrolled Nurse prior to holding the Administration of Medication qualification.
- (c) **Diploma Entry** - EN Level 2.3 is the entry to practise rate for the first year of experience of an Enrolled Nurse who holds a NMBA approved Diploma of Nursing [HLT 51607] qualification without prior experience as an Enrolled Nurse. On completion of each year of experience thereafter the Employee will progress to the next increment up to and including EN 2.7
- (d) EN 2.3 to 2.7 inclusive also apply to an Enrolled Nurse who holds a NMBA approved qualification in administration of medicines with an Administration of Medication Scope of all five routes. Experience includes experience as an Enrolled Nurse prior to holding the Administration of Medication qualification.
- (e) **Progression** – An EN2 will progress through the increments on completion of a year of experience, including previous experience.
- (f) There is no automatic progression for an EN2 to the EN3 classification.

### 1.3 Enrolled Nurse Level 3 (EN3)

- (i) An EN Level 3 position is defined as being a dedicated independent position with an autonomous role requiring additional training and which requires the Employee to make independent decisions and to have a higher degree of accountability than is normally expected of another Employee who is a EN Level 1 or EN level 2 in a similar area/s. The two levels within Level 3 reflect

whether the EN has no med authorisation Level 3.1 and a medication endorsed EN (Level 3.2).

**1.4** In this clause 'year of experience' has the meaning provided by clause 9.

APPENDIX 1 –WAGE RATE SCHEDULE

	Current	FFPPOA 1.9.24	FFPOA 1.9.25	FFPOA 1.9.26	FFPOA 1.9.27
		3.5%	3.5%	3.5%	3.5%
EN Level 1.1 (ENY1)	1215.92	1258.48	1302.52	1348.11	1395.30
EN Level 1.2 (ENY2)	1240.43	1283.85	1328.78	1375.29	1423.42
EN Level 1.3 (ENY3)	1264.78	1309.05	1354.86	1402.28	1451.36
EN Level 1.4 (ENY4)	1288.79	1333.90	1380.58	1428.90	1478.92
EN Level 1.5 (ENY6)	1337.48	1384.29	1432.74	1482.89	1534.79
EN Level 1.6 (ENY8)	1385.87	1434.38	1484.58	1536.54	1590.32
EN Level 2.1* (ENY1/2)	1290.06	1335.21	1381.94	1430.31	1480.37
EN Level 2.2 (ENY3)	1315.38	1361.42	1409.07	1458.39	1509.43
EN Level 2.3 (ENY4)	1340.34	1387.25	1435.81	1486.06	1538.07
EN Level 2.4 (ENY5)	1365.30	1413.09	1462.54	1513.73	1566.71
EN Level 2.5 (ENY6)	1390.97	1439.65	1490.04	1542.19	1596.17
EN Level 2.6 (ENY7)	1416.31	1465.88	1517.19	1570.29	1625.25
EN Level 2.7 (ENY8 with 5 routes)	1441.29	1491.74	1543.95	1597.98	1653.91
EN Level 3.1** (ENY8 with Seniors Allowance)	1525.71	1579.11	1634.38	1691.58	1750.79
EN Level 3.2*** (with med endorsed and Seniors Allowance)	1585.43	1640.92	1698.35	1757.79	1819.32

\*incorporates 4% allowance to all Level 2 ENs;

\*\*incorporates 10% Seniors Allowance.

	Current	FFPOA 1.9.24	FFPOA 1.9.25	FFPOA 1.9.26	FFPOA 1.9.27
		3.5%	3.5%	3.5%	3.5%
Registered Nurse Grade 2					
Graduate Entry Year 1	1337.61	1384.43	1432.88	1483.03	1534.94
Year 2	1412.90	1462.35	1513.53	1566.51	1621.34
Year 3	1488.18	1540.27	1594.18	1649.97	1707.72
Year 4	1568.94	1623.85	1680.69	1739.51	1800.39
Year 5	1649.25	1706.97	1766.72	1828.55	1892.55
Year 6	1727.38	1787.84	1850.41	1915.18	1982.21
Year 7	1815.68	1879.23	1945.00	2013.08	2083.53
Year 8	1889.22	1955.34	2023.78	2094.61	2167.92
CNS	1965.93	2034.74	2105.95	2179.66	2255.95
3B	2025.92	2096.83	2170.22	2246.17	2324.79
3B (ANUM)					
Year 1	2116.18	2190.25	2266.90	2346.25	2428.37
Year 2	2187.31	2263.87	2343.10	2425.11	2509.99
4B	2251.02	2329.81	2411.35	2495.75	2583.10
4B NUM	2497.21	2584.61	2675.07	2768.70	2865.61
RN Grade 5					
13-50 beds	2251.02	2329.81	2411.35	2495.75	2583.10
51-200 beds	2363.57	2446.29	2531.92	2620.53	2712.25

201-400 beds	2419.84	2504.53	2592.19	2682.92	2776.82
<b>RN Grade 6</b>					
51-100 beds	2363.57	2446.29	2531.92	2620.53	2712.25
101-300 beds	2476.12	2562.78	2652.48	2745.32	2841.40
301-400 beds	2813.77	2912.25	3014.18	3119.68	3228.87
<b>RN grade 7</b>					
Up to 200 beds	2588.67	2679.27	2773.05	2870.10	2970.56
201-300 beds	2701.22	2795.76	2893.61	2994.89	3099.71
301-400 beds	2813.77	2912.25	3014.18	3119.68	3228.87
<b>Nurse Practitioner</b>					
Year 1	2400.00	2484.00	2570.94	2660.92	2754.06
Year 2	2500.00	2587.50	2678.06	2771.79	2868.81

## Allowances

<b>ALLOWANCES</b>	<b>Current</b>	<b>FFPPOA 1.9.24</b>	<b>FFPOA 1.9.25</b>	<b>FFPOA 1.9.26</b>	<b>FFPOA 1.9.27</b>
		3.5%	3.5%	3.5%	3.5%
<i>Qualifications (RN)</i>					
Hospital/Graduate Certificate	59.55	61.63	63.79	66.02	68.33
Post Graduate Diploma or Degree	96.71	100.09	103.60	107.22	110.98
Masters	111.57	115.47	119.52	123.70	128.03
Doctorate	148.83	154.04	159.43	165.01	170.79
<b>Shift Allowance</b>					
Morning	33.44	34.61	35.82	37.08	38.37
Afternoon	33.11	34.27	35.47	36.71	37.99
Night	92.66	95.90	99.26	102.73	106.33



On Call	74.41	77.01	79.71	82.50	85.39
Change of Roster	37.15	38.45	39.80	41.19	42.63
<b>Overtime - Meal Allowance (as per CI.39)</b>					
Monday to Friday or Shiftworkers - exceeds 1 hr	15.18	15.71	16.26	16.83	17.42
Monday to Friday or Shiftworkers - exceeds 4 hrs	12.32	12.75	13.20	13.66	14.14
Sat/ Sun or Shiftworkers (RDO) - exceeds 5 hrs	15.18	15.71	16.26	16.83	17.42
Sat/ Sun or Shiftworkers (RDO) - exceeds 9 hrs	12.32	12.75	13.20	13.66	14.14
<b>Uniform and Laundry Allowance</b>					
Uniform Per Day	2.05	2.12	2.20	2.27	2.35
Uniform Per Week	10.16	10.52	10.88	11.26	11.66
Laundry Per Day	0.55	0.57	0.59	0.61	0.63
Laundry Per Week	2.76	2.86	2.96	3.06	3.17
<b>Mileage Allowance</b>					
Motor cars					
35 PMU and over	1.41	1.46	1.51	1.56	1.62
Under 35 PMU	1.16	1.20	1.24	1.29	1.33
Motorcycles					
250cc and over	0.67	0.69	0.72	0.74	0.77
Under 250cc	0.52	0.54	0.56	0.58	0.60
Bicycles	0.13	0.13	0.14	0.14	0.15
<b>Lead apron</b> (applicable from FFPPOA date of operation of the Agreement)	8.00	8.28	8.57	8.87	9.18

<b>Training and Assessment</b> <i>(applicable from FFPPOA 1 September 2024)</i>					
Registered Nurse		52.09	53.91	55.80	57.75

## APPENDIX A: CNS PROVISIONS

### CRITERIA FOR CNS

#### CLINICAL NURSE SPECIALIST - HOSPITAL CRITERIA

This classification is available to nurses currently classified within RN Grade 2 in this Agreement. It provides recognition for nurses who meet the definition and eligibility and the criteria for clinical expertise set by the unit in which they practice. The Hospital will on an annual basis review the nurse's continual achievement of the criteria established for CNS.

#### (i) Clinical Nurse Specialist - Eligibility

1. A Grade 2 Nurse who is responsible for clinical nursing duties, who has specific post-basic qualifications, and who:
  - has worked for 12 months post-qualification in the clinical area of their specialty.Or
  - has a minimum of 4 years full time equivalent post-basic registration experience, with 3 of those years being in the relevant specialist field.
2. The candidate for Clinical Nurse Specialist status must be rostered to work their total hours in the specified unit.
3. Candidates must be employed by the hospital for a minimum of 3 months before they are eligible to apply for CNS status.

#### (ii) Broad Selection Criteria

##### *Clinical Skill*

1. The nurse must demonstrate higher levels of skill in clinical decision making, in particular problem identification, solution, analysis, and interpretation of clinical data.
2. The nurse must work toward maintenance and improvements of clinical standards.
  - Contribute to the establishment and updating of protocols and procedures for clinical practice within the unit; and
  - Maintaining the established standard of clinical practice for him/herself and other nurses.

##### ***Unit Selection Criteria***

As well as the Hospital Criteria, Registered Nurses applying for Clinical Nurse Specialist status are required to meet the Unit Specific Criteria which is outlined as follows:

## **Clinical**

1. To demonstrate a comprehensive knowledge of all aspects of care for all Unit patients, as evidenced by the ability to identify changing patient needs and initiation of appropriate interventions.

This includes patient assessment, patient education, data interpretation and specific nursing care.

2. To demonstrate an advanced level of skill in the set up, operation, problem solving and maintenance of equipment commonly used in the management of patients.

## **Professional Behaviour and Development**

The nurse must demonstrate:

- Customer service in accordance with the hospital's customer service standards.
- Positive role-modeling.
- Involvement in relevant professional bodies and professional forums.
- Act as a mentor or preceptor to less experienced nurses, including graduate nurses.
- Support of, and contribution to, quality improvement and research projects within the area of practice and ward/unit.
- Contribution to legal and ethical nursing issues within the hospital.
- The nurse must act as a resource person for others.
- Initiate and/or actively participate in at least 2 Quality Improvement Projects each year.
- Participate in a hospital or unit portfolio.

## **Educational Objectives (to be set and agreed on appointment and subsequent annual performance reviews)**

1. Initiate at least three brief education sessions within the ward. For example:
  - Present a teaching session to staff within the unit or develop a self-directed learning package.
  - Negotiate another of your choice
2. Within paid time, attend a minimum of 20 hours (pro rata for part time) of ongoing education annually. This may include unit-based in-service education, hospital education programs and relevant seminars/conferences.

Member of a relevant interest group or clinical professional body.

The hospital will ensure that appropriate time and resources are made available in order for CNS nurses to achieve the above.

## **(iii) Over-riding Principles**

When considering the nurses who may be Clinical Nurse Specialists, the following must be taken into account:

1. The classification of CNS has to be considered in the light of the existence and role of the Associate Unit Manager and/or Clinical Nurse Consultant. It also has to be understood that the primary focus of the position is clinical.
2. The Clinical Nurse Specialist must be demonstrably fulfilling a higher skilled and more demanding role than would generally be expected of a registered nurse with seven (7) years' experience in a diversity of areas.

However, it needs to be recognised that the level of clinical practice reflects the level of remunerative higher level of skill than would be expected of other Grade 2 nurses but less than Grade 3 positions.

3. The fact that a nurse practices their profession in a narrow so-called "specialised" field does not make him or her a Clinical Nurse Specialist.
4. Care needs to be taken to ensure that the practice of new skills or the performance of any other particular task may merely reflect changes occurring generally to all levels of nursing care and treatment which is general change in the overall standard of nursing. These general changes to nursing care and standards do not qualify an Employee to be paid as a Clinical Nurse Specialist. The fact that a nurse practices "new" skills or highly technical skills does not make that nurse a Clinical Nurse Specialist.
5. The fact that a nurse may be able to undertake and perform some tasks better than other nurses or that they may be considered to be "all rounders" and therefore able to undertake all tasks competently does not justify the specialist status.
6. A registered nurse who does meet the definition and criteria as contained herein but has been out of the workforce for some time, could not appropriately be classified as a Clinical Nurse Specialist immediately upon entering the workforce.
7. The term "unit in the forgoing is synonymous with the terms "ward" and "department".

## **PROCESS FOR APPLICATION FOR CNS**

- Written application to be made to the Charge Nurse/Nurse Unit Manager.
- Interview if required will be by Charge Nurse/Nurse Unit Manager or DON.
- The successful applicant will be notified in writing within 7 days. The pay office will be informed of the new classification at the same time, with implementation to occur from the next pay period.
- If the applicant is unsuccessful, they are to be notified of the outcome within 7 days. An explanation will be given to the applicant as to the reasons for the decision.
- Each Employer will implement an appeal process. The appeal to be lodged by the applicant within 2 weeks of receiving the rejection letter and heard by the Appeal Committee within four weeks. The applicant may at this stage seek advice and assistance from a representative of their choice.

Appeals will be directed to the DON or nominee. An independent panel will be convened, consisting of a DON or nominee, Nurse Unit Manager, CNS or other nominee as appropriate, other than those involved in the original decision.

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## APPENDIX B: LETTER OF APPOINTMENT

The letter of appointment will contain the following information:

1. Name of Employer.
2. Employee's classification (eg: Grade 2 Year 4).
3. The workplace/location where the person is to be situated.
4. The name of the Agreement which contains their terms and conditions of employment.
5. Their mode of employment, ie: whether full-time/part-time or bank.
6. The number of contracted hours per fortnight will be ..... and for part-time (by mutual agreement) additional shifts may be added. Shifts will be worked in accordance with roster. If you agree to work regular additional shifts your letter of appointment will be varied accordingly.
7. Specified employment is ongoing unless a valid fixed term appointment is proposed.
8. Date of commencement.
9. Acknowledgment (where applicable) of prior service/entitlements to sick leave, long service, etc.
10. Other information as required depending on the nature of the position.
11. Relevant qualifications and allowances payable.

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## APPENDIX C: 12 HOUR SHIFT ROSTER ARRANGEMENTS

### **Participation in 12-Hour Shift Roster**

An Employee may elect to participate, or not to participate, in the 12 Hour Shift Roster subject to the provisions of this clause. Participation in the 12 Hour Shift Roster is at the sole discretion of the individual Employee.

An Employee who wishes to participate in the 12 Hour Shift Roster shall advise their Nurse Unit Manager in writing that they wish to do so. The Employee shall then be entitled to commence working 12-hour shifts in the next roster period, provided that a minimum of 8 weeks notice is given to the Nurse Unit Manager. Earlier commencement to work 12-hour shifts may occur by agreement between the Employee and Nurse Unit Manager.

A student, with the agreement of the NUM, who wishes to participate in the 12 Hour Shift Roster shall advise their Nurse Unit Manager in writing that they wish to do so and will be rostered a minimum of two 12-hour shifts per week. Additional 12-hour shifts may be accommodated at the student's request and in accordance with roster needs, or they may opt to work the 7.5 and 9.5 hours part time and 7.6 hours full time roster.

An Employee may cease working 12-hour shifts by advising the Nurse Unit Manager to that effect in writing. A full roster period of notice to cease working 12-hour shifts should be provided to the Nurse Unit Manager except in unusual or exceptional circumstances. If less than a roster period of notice is given, the Nurse Unit Manager shall endeavour to accommodate the Employee's request, with agreement not to be unreasonably withheld.

Any Employee ceasing 12-hour shifts shall revert to the shift arrangements that applied to that Employee immediately prior to commencing 12-hour shifts, unless otherwise mutually agreed. An Employee without an alternative shift arrangement to 12 hour shifts, and who ceases working 12 hour shifts, will work a roster consistent with the shift length referred to in clause 15 and their contracted hours, unless otherwise mutually agreed.

### **Maintenance of Manageable Workloads.**

The Hospital shall comply with the Agreement workload provisions at all times.

To preclude roster gaps and to maintain staffing to ensure continuity of care, the 12 Hour Shift Roster (except in exceptional circumstances) shall as far as is practicable, ensure that Employees hand over to Employees working like shift lengths. For example, an Employee working a shift shorter than 12 hours to hand over their patients to an Employee working a shift shorter than 12 hours and an Employee working a 12 hour shift to hand over to an Employee working a 12 hour shift.

### **12 Hour Shift Roster**

The roster shall comply with this Agreement and be acceptable to the parties.

### **Roster Guidelines**

The 12-hour roster must provide for the following:

No more than four consecutive shifts in a row;

No more than three consecutive night shifts

No more than three consecutive day shifts

There shall be no extension of work beyond 12 hours (i.e. no overtime following a 12 hour shift);

Day shifts shall not commence before 0700 hours;



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There shall be a reasonable distribution of days off between block shifts;  
Shifts shall not be compacted to produce long breaks;  
The roster cycle shall be planned over a period of two weeks;  
Comply with the Daylight Saving Clause of the Agreement

## **Hours of Work**

### **Maintenance of Contracted Hours**

All Employees shall have their hours of work protected and must be given the opportunity to work their contracted hours. An Employee wishing to reduce their hours may do so through agreement with the Nurse Unit Manager.

### **Salary Maintenance**

Any Employee who wishes to maintain their contracted/rostered hours as a minimum and who is not given the opportunity to work their hours over a roster period will be salary maintained. By mutual agreement Employees contracted hours will be renegotiated.

### **Adjustment in Hours**

Any adjustment required in hours will be adjusted up rather than down unless otherwise requested by the Employee.

### **Shift Times**

Day Duty: 0700-1930 hours\*

Night Duty: 1900-0730 hours\*

\* May be varied in respect to the hospital operational requirements.

### **Minimum Breaks Between Shifts**

The minimum rostered break between shifts shall be at least 11.5 hours to allow sufficient time for rest and recuperation.

### **Meals and Rest Intervals**

All Employees shall be given three thirty-minute meal intervals. Two of these meal intervals shall be counted as time worked.

### **Overtime**

Subject to the sub-clause headed Additional Shifts below, Employees including bank or agency staff shall not work any overtime immediately following the completion of an ordinary 12-hour shift.

### **Roster Absences**

Any 12-hour roster absences will be replaced by bank or agency staff as applicable.

### **Additional Shifts**

Except in exceptional circumstances the working of additional shifts by full time Employees participating in the 12-hour roster is not permitted. In exceptional circumstances only, a full time Employee may, by agreement between the Hospital management and the Employee, work up to one additional shift in any 4 week period to cover for unplanned Employee absences, provided

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always that the roster guidelines are not breached. Any such shift shall be regarded as overtime with all of the overtime provisions of the Agreement observed.

### **Payment Of Salaries**

#### **Ordinary Hours Full time Employees (12 hours)**

Employees shall be paid for the hours worked in each fortnight.

#### **Shift Allowances and Payment for Saturday and Sunday Work**

Shall be consistent with this Agreement.

### **Shift Penalties**

Employees working 0700-1930 hours shall be paid the evening shift penalty  
Employees working 1900-0730 hours shall be paid the night shift penalty

### **Leave Provisions**

Annual leave and personal/carer's leave shall be in accordance with this Agreement.

#### **Professional Development Leave Arrangements**

For the purpose of taking Professional Development Leave, Day or Occasion will mean - the ordinary shift length for Employees working 12-hour shifts. For example, on days leave for professional development leave and/or study/conference/seminar leave shall mean 12 hours leave.

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I am authorised to sign this Agreement on behalf of STANLAKE PRIVATE HOSPITAL  
PTY. LTD. TRADING AS WESTERN PRIVATE HOSPITAL

*B Lazarovska*

*Beti Lazarovska*

*Human Resources Manager*

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SIGNATURE

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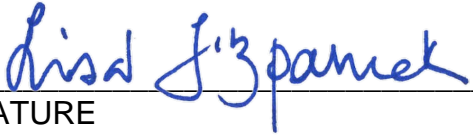
PRINT NAME AND AUTHORITY/TITLE

Address: *1-9 Marion Street, Footscray VIC 3011*

Date: *28 / 12 / 2023*

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I am authorised to sign this Agreement as the nominated employee bargaining representative on behalf of the AUSTRALIAN NURSING AND MIDWIFERY FEDERATION

  
SIGNATURE

Lisa Fitzpatrick - Secretary  
PRINT NAME AND AUTHORITY/TITLE

Address: 535 Elizabeth Street  
Melbourne Victoria 3000

Date 2 January 2024