



DECISION

Fair Work Act 2009
s.185—Enterprise agreement

Maryvale Private Hospital Pty Limited T/A Maryvale Private Hospital
(AG2022/4724)

MARYVALE PRIVATE HOSPITAL NURSES ENTERPRISE AGREEMENT 2022

Health and welfare services

COMMISSIONER MIRABELLA

MELBOURNE, 28 NOVEMBER 2022

Application for approval of the Maryvale Private Hospital Nurses Enterprise Agreement 2022.

[1] Maryvale Private Hospital Pty Limited T/A Maryvale Private Hospital (the Employer) has made an application for approval of an enterprise agreement known as the *Maryvale Private Hospital Nurses Enterprise Agreement 2022* (the Agreement) pursuant to s.185 of the *Fair Work Act 2009* (the Act). The Agreement is a single enterprise agreement.

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

[3] Subject to the undertaking referred to above, and on the basis of the material contained in the application and accompanying declaration, I am satisfied that each of the requirements of sections 186, 187, 188 and 190, as are relevant to this application for approval, have been met.

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

[5] The Agreement was approved on 28 November 2022 and, in accordance with s.54, will operate from 5 December 2022. The nominal expiry date of the Agreement is 1 August 2025.



COMMISSIONER

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Annexure A

IN THE FAIR WORK COMMISSION

FWC Matter No.:
AG2022/4724

Applicant:

Maryvale Private Hospital Pty Ltd

Section 185 – Application for approval of a single enterprise agreement

Undertaking – Section 190

I, Lee Garwood, Chief Executive Officer for Maryvale Private Hospital Pty Ltd have the authority given to me by Maryvale Private Hospital Pty Ltd to give the following undertaking with respect to the Maryvale Private Hospital Nurses Enterprise Agreement ("the Agreement"):

1. The Agreement does not cover, and is not intended to cover, trainees. Therefore, clause 32(a)(v)(3) has no application and ought to be read as deleted from the Agreement.

This undertakings is provided on the basis of issues raised by the Fair Work Commission in the application before the Fair Work Commission.



Signature

23 November 2022
Date

MARYVALE PRIVATE HOSPITAL

NURSES ENTERPRISE AGREEMENT

2022

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

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 Maryvale Private Hospital Nurses Enterprise Agreement 2022 ('the Agreement').

3. COVERAGE

This Agreement shall cover:

- (a) Maryvale Private Hospital Pty Ltd (ABN 44007374629); and
- (b) Nursing staff employed by Maryvale Private Hospital as classified in Schedule 1 of this Agreement.
- (c) This Agreement is made under section 172 of the *Fair Work Act 2009*. The employer will take the necessary steps to seek approval of this Agreement under section 186 of the Act.
- (d) The employer will formally advise the Australian Nursing and Midwifery Federation ('ANMF') that the Agreement is made in order for the ANMF to apply under section 183 of the *Fair Work Act 2009* to be covered by the Agreement.
- (e) 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 7th day after the agreement is approved by the Fair Work Commission and shall remain in force until 1 August 2025 and thereafter in accordance with the *Fair Work Act 2009*.

The parties 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 & NATIONAL EMPLOYMENT STANDARDS

A copy of this Agreement and the National Employment Standards 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 & RELATIONSHIP TO NATIONAL EMPLOYMENT STANDARDS

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

Entitlements in accordance with the National Employment Standards ("NES") are provided for under the *Fair Work Act 2009*. Where this Agreement also has provisions regarding matters dealt with under the NES and the provisions in the NES set out in the 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.

7. 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 ("the Board") entitling them to practice as a Registered Nurse.
- (b) **Enrolled Nurse** shall mean a person who has a current practising certificate issued by the Nursing and Midwifery Board of Australia ("the Board") entitling them to practice as an Enrolled Nurse.
- (c) **Employee** means Nursing staff employed by Maryvale Private Hospital as classified in Schedule 1 of this Agreement.
- (d) **Employer** means Maryvale Private Hospital Pty Ltd.
- (e) **Experience** means service and experience following registration 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.
 - (i) However, for internationally trained nurse ("ITN"):
 - (1) granted registration with conditions, previous experience will not be counted whilst the conditions are in place;
 - (2) granted registration subject to successful completion of a bridging program, previous experience will not be counted until the completion of that bridging course;
 - (3) required by the Australian professional registration body to undertake an outcome-based assessment (OBA), previous experience will not be counted until the completion of that OBA.
- (f) **A Year of Experience** 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.

- (g) **"the Act"** shall mean the *Fair Work Act 2009*, as amended.
- (h) **Hospital Certificate** does not include an Employee's base qualification.
- (i) **NES** means the National Employment Standards of the *Fair Work Act 2009 (Cth)*.
- (j) **Nursing and Midwifery Board of Australia** (or NMBA) includes its predecessor bodies.
- (k) **FWC** means the Fair Work Commission.
- (l) **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.
- (m) **Ordinary Pay** means the rate of pay payable to the Employee for his or her ordinary hours of work, but does not include any loadings, penalties, allowances or overtime unless otherwise stated in this Agreement.

8. CONSULTATION REGARDING CHANGE

- (a) This term applies if the Employer proposes 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 if the employer proposes to change the regular roster or ordinary hours of work of an Employee.
- (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 Employee/s; 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 union 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 and allow the representation of those employees for the purposes of consultation.

(e) As soon as practicable after making its decision, the Employer must

- (i) discuss with the relevant employees, and representatives:
 - (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 and their appointed representative/s:
 - (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) to provide information to the Employee/s about the change; and
 - (2) to invite the Employee/s to give their views about the impact of the change (including any impact in relation to their family or caring responsibilities); and
 - (3) to consider any views given by the Employee/s 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 their representative/s.

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- (h) If a term in this agreement provides for a major change to production, program, organisation, structure or technology in relation to the enterprise of the Employer, the requirements set out in 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, classification or remuneration; 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 or a proposed change to the ordinary hours of work / regular roster.

9. DISPUTE RESOLUTION PROCEDURE

- (a) In the event of a dispute in relation to a matter arising under this Agreement or the NES, including matters arising under s.65(5) and s.76(4) 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 this 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) The FWC may deal with the dispute in 2 stages:
 - (i) The 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 the FWC is unable to resolve the dispute at the first stage, the FWC may then:
 - (1) arbitrate the dispute; and
 - (2) make a determination that is binding on the parties.

If the FWC arbitrates the dispute, it may also use the powers that are available to it under the Act. A decision that the 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:

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- (i) an Employee must continue to perform their work as they would normally according to the custom and practice existing before the grievance arose unless they have a reasonable concern about an imminent risk to their health or safety; and
 - (f) The parties to the dispute agree to be bound by a decision made by the FWC in accordance with this term.

10. WAGES

- (a) Wages will be determined as follows:-

<u>Column 1</u> <u>FFPPOA 1 July 2023</u>	<u>Column 2</u> <u>FFPPOA 1 July 2024</u>	<u>Column 3</u> <u>FFPPOA 1 July 2025</u>
<u>2.5%</u>	<u>2.5%</u>	<u>2.5%</u>

- (b) The wage increases in subclause (a) hereof shall be payable as follows:-
 - (i) The amount shown in Column 1 shall be payable from the beginning of the first full pay period to commence on or after 1 July 2023
 - (ii) The amount shown in Column 2 shall be payable from the beginning of the first full pay period to commence on or after 1 July 2024
 - (iii) The amount shown in Column 3 shall be payable from the beginning of the first full pay period to commence on or after 1 July 2025
- (c) The wage increases referred to in subclause (a) of this Clause shall be absorbed into any payment 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, in such circumstances the rate of pay shall default to the minimum rate prescribed in accordance with the relevant Modern Award rate.
- (e) Rates of pay as increased by this Agreement are set out in Appendix 1.
- (f) The loadings for casual Employees shall be calculated and paid in accordance with Appendix 1 of the Agreement.

11. 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.

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- (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 as soon as practicable but no later than seven days after the Employee's employment is terminated.

12. SUPERANNUATION

- (a) The subject of superannuation is dealt with extensively by legislation including the Superannuation Guarantee (Administration) Act 1992 (Cth), the Superannuation Guarantee Charge Act 1992 (Cth), the Superannuation Industry (Supervision) Act 1993 (Cth) and the Superannuation (Resolution of Complaints) Act 1993 (Cth). This legislation, as varied from time to time, 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;
 - (ii) the Employee's 'stapled fund';
 - (iii) or any other complying fund at the request of the Employee and agreement of the Employer.
- (c) Upon commencement of employment, the Employer shall provide each worker with membership form for their preferred fund and shall forward the completed membership forms for the worker's choice of fund within 28 days. In the event that the Employee had not completed an application form within 28 days, the Employer shall forward contributions and Employee details to HESTA (**Default Fund**), or shall forward contributions as otherwise required by applicable legislation. The Default Fund offers a MySuper product.
- (d) 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.
- (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.

13. HOURS OF WORK

- (a) Hours for an Ordinary Weeks Work
- (i) The hours for an ordinary week's work shall be 38, or be an average 38 per week in a fortnight or in a four week period (or by mutual agreement a five

week period in the case of an Employee working 10 hour shifts) and shall be paid 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, or
- (4) in 76 hours per fortnight to be worked as not more than 10 days of not more than eight hours each; or
- (5) in 152 hours per four week period to be worked as nineteen shifts each of eight hours.

- (b) For the purposes of this clause the working week shall commence at midnight on a Sunday.
- (c) Each Employee will be free from duty for not less than two full days in each week or four full days in each fortnight or eight full days in each 28 day cycle. Where practicable, such days off must be consecutive.

14. 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 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 weekly salary appropriate to the Employee's classification, irrespective of the number of hours worked not exceeding 38, or an average of 38 hours per week.

15. 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 ordinary appropriate hourly rate prescribed for the classification in which they are employed.
- (b) The provisions of this Agreement in respect to annual leave, personal leave and holidays shall apply on a pro rata basis to part-time Employees.
- (c) Upon commencement of part-time employment, the Employer and Employee will agree in writing to the guaranteed minimum number of hours to be worked and the rostering arrangements which will apply to those hours. The terms of the agreement may be varied by agreement and recorded in writing.
- (d) A part time Employee will be paid a minimum of three hours pay for each engagement.

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- (e) Where the Employee is regularly working more than their specified contract hours, they may request that their contracted hours are reviewed by their Manager. The Manager will formally respond to the request by the Employee stating the reasons if the request is not agreed to. The Manager will not unreasonably reject the request. The Manager will also take into account that the hours worked in the following circumstances will not be incorporated to any adjustment made:
- (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, maternity leave, workers compensation; and
 - (ii) if the increase in hours is due to a temporary increase in hours only due, for example, to the specific needs of a patient.
 - (iii) Any adjusted contracted hours resulting from a review by the Employer should, however, be such as to readily reflect roster cycles and shift configurations utilised at the workplace.

16. CASUAL EMPLOYMENT

- (a) A casual Employee is one who is engaged in relieving work or work of a casual nature and whose engagement is terminable by an Employer in accordance with the Employer's requirements without the requirement of prior notice by either party, but does not include an Employee who could properly be classified as a full-time or part-time Employee under this Agreement.
- (b) A casual Employee shall be paid per hour worked an amount equal to one 1/38th of the weekly salary appropriate to the class of work performed plus 25%.
- (c) In addition, a casual Employee shall be entitled to receive the allowances prescribed herein unless specifically stated otherwise.
- (d) Unless an allowance or payment is otherwise prescribed in this Agreement, the casual loading set out at clause 16(b) is in lieu of Annual Leave, paid Personal Leave, or any other paid leave entitlement set out in this Agreement or applicable legislation. Such leave provisions and the provisions regarding Termination of Employment and Redundancy, shall not apply in the case of a casual Employee.
- (e) Where a casual Enrolled Nurse has continuous service in accordance with clause 28(b) of this Agreement, the casual Enrolled Nurse shall not be excluded from the long service leave provisions prescribed in clause 28. Casual Registered Nurses may be entitled to long service leave pursuant to the *Long Service Leave Act 2018* (Vic).
- (f) A casual Employee will be paid a minimum of three hours pay for each engagement.
- (g) Casual Conversion
 - (i) Employer Offer for Casual Conversion
 - (1) An Employer will make an offer to a casual Employee to convert to full-time or part-time employment if:

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- (A) the Employee has been employed by the Employer for a 12 month period; and
 - (B) during at least the last six 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 Employee or a part-time Employee (as the case may be).
- (2) Notwithstanding sub-clause (1), the Employer is not required to make an offer of full-time or part-time employment to a casual Employee if there are reasonable grounds not to make the offer, and the reasonable grounds are based on facts that are known, or reasonably foreseeable, at the time of deciding not to make the offer.
- (ii) Right to Request Casual Conversion
- (1) A casual Employee may make a written request to convert to permanent employment if the Employee has been employed for a period of at least 6 months; and
 - (2) has, in the last 6 months, worked a pattern of hours on an ongoing basis which, without significant adjustment, the Employee could continue to work as a full-time or part-time Employee; and
 - (3) The following conditions have been met:
 - (A) The Employee has not refused an offer for casual conversion referred to at clause 16(g)(i)(1) of this Clause;
 - (B) The Employer has not, during the six month period, provided the Employee with a notice of a decision not to make an offer of casual employment on reasonable grounds (as set out in paragraph 66C(3)(a) of the Act); and
 - (C) The Employer has not already provided the Employee with a response in the last 6 months refusing a previous request made by the Employee to convert to permanent employment.

17. FIXED AND/OR MAXIMUM TERM EMPLOYMENT

- (a) Fixed and/or maximum term employment is not to be used to fill an ongoing position, but can be used for back-fill, including for extended leave.
- (b) A fixed or maximum term Employee is an Employee who is employed for a specified period of time, which period is known at the commencement of the contract, or for a specified task such as a project or replacement of an absent Employee.
- (c) Subject to clause (d), fixed and/or maximum term employment will not be used to fill an ongoing position.

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- (d) Examples of where fixed and/or maximum term employment may be appropriate include, but are not limited to:
 - (i) Graduate Nurse positions;
 - (ii) Post-Graduate training positions;
 - (iii) Long term WorkCover replacement;
 - (iv) Special Projects; and
 - (v) Backfill including for extended leave.

18. 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, commencing and finishing times and meal intervals shall be posted at least fourteen days before it comes into operation in each work location.
- (c) Except as in emergency situations 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 eight hours off duty between successive ordinary shifts.
- (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 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, Director of Nursing and Deputy Director of Nursing.
- (g) No rostered shifts can be swapped by Employees without the approval of the Employer or nominated representative.

19. SATURDAY AND SUNDAY WORK

- (a) All rostered time of ordinary duty performed between midnight on Friday and midnight on Sunday shall be paid for at the rate of time and a half.

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- (b) For all work undertaken by a casual enrolled nurse between midnight on Friday and midnight on Sunday the Employee shall be paid per hour worked an amount equal to one 1/38th of the weekly salary appropriate to the class of work performed plus 75% in lieu of the 25% casual loading.
 - (c) For all work undertaken by a casual registered nurse between midnight on Friday and midnight on Sunday the Employee shall be paid per hour worked an amount equal to one 1/38th of the weekly salary appropriate to the class of work performed plus 87.5% in lieu of the 25% casual loading.
 - (d) The following penalty rates will apply to all rostered time of ordinary time worked by a Director of Nursing/Deputy Director of Nursing on the weekend:
 - (i) All time worked between midnight on Friday and midnight on Saturday - 15%; and
 - (ii) All time worked between midnight on Saturday and midnight on Sunday - 35%.

20. MEAL AND REST BREAKS

- (a) Employees for shifts greater than five hours, shall be granted an unpaid meal interval of 30 minutes. Such meal break will be taken between the 4th and the 6th hour after beginning work, where reasonably practicable.
- (b) By agreement, an Employee who works a shift of six hours or less may forfeit the meal break.
- (c) Where an Employee is unable to be relieved for the purposes of a meal break, the relevant authorised manager will be notified and in the circumstances that appropriate arrangements cannot be made to relieve the employee, the relevant authorised Manager shall approve the employee to work through their meal break. When a manager directs an employee to work through their meal break, the meal break will be paid at overtime rates, or shall be, by mutual agreement, taken as time off in lieu (the time in lieu shall be equivalent to the period of meal break worked plus a period of time equivalent to the overtime penalty incurred).
- (d) Employees shall be entitled to one paid 10 minute rest interval per four hours worked, or part thereof being greater than one hour. Subject to agreement between the Employer and the Employee, two 10 minute rest breaks may be taken as one 20 minute rest break.

21. OVERTIME

- (a) Subject to sub-clause (c) with respect to part-time Employees rostered in theatres, overtime will be paid to a full-time or part-time Employee where the full-time or part-time Employee is requested or directed by the Employer to perform work that is performed in addition to the full time rostered shift length for that ward or unit.

(i) For the purposes of the clause 'full-time ordinary hours' is 7.6 (or 8) hours for day and afternoon shifts and 9.5 (or 10) hours in the case of Employees rostered on night shift.

(b) Overtime shall be paid at the following rate of pay:

(i) Monday to Friday: time and a half for the first two hours and double time thereafter;

(ii) Saturday and Sunday: double time.

Overtime rates for public holidays are set out at clause 24.

(c) Notwithstanding the provisions in subclause (a) of this Clause, in the case of part-time Employees rostered in theatres, where the part-time Employee is requested or directed by the Employer to perform work in excess of their rostered ordinary shift for that day, such excess hours shall constitute overtime and will be paid as such.

(d) Where a casual Employee is required by the Employer to work in excess of 10 hours in a day or 76 hours in a fortnight the casual Employee will be paid for such excess hours at the rate of time and a half of the ordinary rate of pay for the first two hours and double time of the ordinary rate of pay thereafter. Provided that overtime worked on Sundays shall be paid for at the rate of double time and on public holidays at the rate of double time and one half the ordinary rate of pay. The overtime payments are in lieu of payment of the casual loading.

(e) 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.

(ii) An Employee (other than a casual Employee) who works so much overtime between the termination of their last previously rostered ordinary hours of duty and the commencement of their next succeeding rostered period of duty 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 had ten hours continuously off duty without loss of pay for rostered ordinary hours occurring during such an absence.

(iii) If on the instructions of their 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 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.

(f) 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.

(g) Time Off in Lieu of Overtime

- (i) 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 6 month period.
- (ii) Where such accrued time has not been taken within the 6 month period, such time shall be paid in accordance with this Clause at the rate of pay which applied on the day the overtime was worked.
- (iii) If, on termination of the Employee's employment, the Employee has not taken the time off accrued in lieu of overtime, the Employer must pay the Employee for the overtime at the rate applicable at the time the overtime was worked.

- (h) For the purposes of this Clause, in accruing or calculating payment of overtime, each period of overtime shall stand alone.

22. PARENTAL LEAVE

- (a) Employees are entitled to parental leave in accordance with the provisions of the *Fair Work Act 2009*, as amended from time to time.
- (b) Permanent Employees eligible for parental leave (12 months continuous service) in accordance with subclause (a) shall be entitled to the following paid parental leave:
 - (i) Subject to sub-clause (b)(ii) below, 13 weeks paid parental or adoption leave where an Employee is the primary carer of a child, or two weeks paid partner leave for the Employee who is not the primary carer of the child;
 - (ii) From 1 July 2025, where an Employee is the primary carer of a child, they will be entitled to 14 weeks' of paid parental or adoption leave.
 - (iii) For the avoidance of doubt, an Employee who gives birth to a stillborn child (at or after 20 weeks gestation) or who gives birth to a live baby who subsequently dies, during or before the period of intended leave, will be entitled to the full amount of paid parental leave. In either of these circumstances, paid partner leave/primary carer leave will also apply.
 - (iv) The payment provided in this Agreement shall not be reduced in terms of its monetary value by the Commonwealth Government's scheme of publicly funded paid parental leave under the Paid Parental Leave Act 2010. For avoidance of doubt the value of the paid parental leave provided under this Agreement will be in addition to the value of the 18 weeks paid parental leave paid at the Federal minimum wage.

(v) The Employer will continue to make superannuation contributions in accordance with clause 12 while an Employee is on paid parental or adoption leave, or paid partner leave.

(c) In accordance with the provisions of s.73 of the Act, a pregnant Employee shall be entitled to work during the 6 week period before the estimated date of birth of the child, provided that if requested by the DON 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.

In addition, the Employee may take all accrued annual leave prior to a return to work from parental and adoption leave or paid partner leave.

(d) Right to request

(i) An Employee entitled to parental leave pursuant to the provisions of clause 22 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 until the child reaches school age;

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 sub-clauses (d)(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 sub-clause (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.

23. ANNUAL LEAVE

(a) Employee's entitlement to leave

(i) Employees (excluding casual Employees) shall be entitled to 5 weeks annual leave in respect of any 12 months service. This entitlement is inclusive of the base NES annual leave entitlement and the additional week under the NES for shiftworker as defined. A shiftworker for the purposes of this clause and

the NES is an Employee who is regularly rostered over 7 days and regularly works 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 occurs (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 paid 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 leave loading.

(d) Taking of leave

- (i) An Employee is entitled to apply to take annual leave at any time and the Employer shall not unreasonably refuse such an application.

(e) Excessive Annual Leave

- (i) Where an Employee has accrued more than 10 weeks' paid annual leave (or 12 weeks' paid annual leave for shiftworkers (as defined at clause 23(a)) such Employee has an excessive leave accrual (**Excess Leave**).

- (1) In the circumstances of Excess Leave, the Employer may direct the Employee to take a period of annual leave (**Direction**) by giving not less than 8 weeks and not more than 12 months' notice to the Employee (**Notice**), subject to the following:

- (A) the Employee will first be given a reasonable opportunity to submit a plan to reduce their total annual leave accrued balance to not more than six weeks within a period of six months (**leave reduction plan**);

- (B) the Employer will not unreasonably refuse to agree to an Employee's annual leave reduction plan which includes saving leave for an extended vacation within 12 months of the date of agreement to the leave reduction plan. The agreement is to be in writing and signed by both the Employer and Employee.

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- (C) the Direction cannot result in the Employee being directed to reduce the accrued leave to less than six weeks or to take less than one week of paid annual leave.
 - (D) The Direction must not be inconsistent with any leave arrangement agreed by the Employer and the Employee.

(f) Payment for leave

- (i) Employees shall receive their ordinary pay during all periods of annual leave. 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.
 - (1) Ordinary pay means remuneration for the Employee's normal weekly number of hours of work calculated at the ordinary time rate of pay.
- (ii) In addition to the ordinary pay as prescribed in (e)(i) all Employees shall receive either:
 - (1) a loading of 17.5% calculated on the prescribed rate of salary:
 - (A) provided that such loading shall be on a maximum of 152 hours (4 weeks) in respect of any year of employment provided further than an Employee whose weekly salary is in excess of the rate based on the RN Grade 5, 51-200 beds (**Threshold Rate**) shall receive in lieu of the 17-1/2% loading an amount equal to: Threshold Rate X 17.5 X 4 (weeks) in respect of a period of 152 hours or a proportionate amount in respect of a lesser period or periods (the above rates will be adjusted by the wage increases in accordance with the Agreement); or
 - (2) in respect of each week 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;
 - (D) allowances prescribed in the uniform and laundry allowance clause of this Agreement

whichever is the higher.

(g) 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.

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- (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; however a further application for cashing out of annual leave will not be granted until an equivalent quantum has been taken or has been approved to be taken within 6 months of the subsequent application, and
 - (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.

(h) Weekend work

- (i) In addition to the entitlement set out at clause 23(a)(i), and subject to sub-clause 23(h)(ii),
 - (1) all nurses who are employed as at the date of commencement of this Agreement and work (including overtime) or are on-call or on standby on weekends (whether full or part time Employees) shall have access to one additional week of annual leave.
- (ii) All nurses who are employed after the date of commencement of this Agreement will, in addition to the entitlement set out at clause 23(a)(i) be entitled to an additional week of annual leave per calendar year only in circumstances where:
 - (A) they work a minimum of ten (10) or more weekends or part thereof for four hours or more per occasion; or
 - (B) they are rostered as 'on call' for a minimum of ten (10) or more weekends between midnight on Friday and midnight on Sunday, irrespective of any hours worked on a recall basis.

24. 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 (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 Monday, Anzac Day, Queen'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)-(iii).

(v) If a day or days are not determined in respect of any of the occasions (b)(i), (ii) or (iii) under Victorian law in any year, the public holiday for that occasion will be the day or date upon which the public holiday was observed in the previous year.

(c) Applicability of penalty payments for some public holidays falling on a weekend

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**):

(i) Weekend Workers 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

(ii) 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

(i) The Employer and the Employee may agree to substitute another day for any prescribed in this clause (other than Christmas Day, Boxing Day, New Year's Day and Australia Day).

(ii) An agreement pursuant to paragraph (i) above 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 Employee, who performs work (including overtime 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 1/38th of the weekly salary set out in Appendix 1) for the time worked on a public holiday Monday to Friday; or

(2) 250% (based on 1/38th of the weekly salary set out in Appendix 1) for the time worked on a public holiday on a Saturday or Sunday (which is inclusive of the rates in Clause 19 – Saturday and Sunday Work).

(ii) A casual Employee who performs work (including overtime 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 inclusive of the casual loading;

(1) 250% (based on 1/38th of the weekly salary set out in Appendix 1) for time worked on a public holiday Monday to Friday; or

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- (2) 312.5% (based on 1/38th of the weekly salary set out in Appendix 1) for time worked on a public holiday on a Saturday or Sunday (which is inclusive of the rates in clause 19).

(f) Public holidays occurring on rostered days off

- (i) Subject to (f)(ii) and (iii), a full-time Employee shall receive a sum equal to a day's ordinary 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) 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 entitled to receive public holiday penalty rates 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.

(i) Provided that Employees rostered to work on public holidays and who fail to do so shall not be entitled to holiday pay for the said holiday, excluding instances of an authorised absence or a certified personal leave absence.

25. PERSONAL/CARERS LEAVE

The paid leave provisions of this clause apply to full-time and part-time Employees (on a pro rata basis) but do not apply to casual Employees.

- (a) The term immediate family is as defined in Clause 7 – Definitions of this Agreement.
- (b) Access to paid personal leave
 - (i) Paid personal leave is available to an Employee, when they are absent:
 - due to personal illness or injury; or
 - for the purposes of caring for or supporting an immediate family or household member who is ill or injured and requires the Employee's care or support or who requires care or support due to an unexpected emergency.
 - (ii) The amount of personal leave to which a full-time Employee is entitled depends on how long they have worked for the Employer and accrues as follows:
- (c) Amount of paid personal leave
 - (i) An Employee is entitled to the following amount of paid personal leave:
 - (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;
 - (3) up to 159 hours and 36 minutes, in the fifth and following years of service.
 - (ii) In respect of part-time Employees, the entitlement shall be on a pro rata basis of time worked.
- (d) Accrual of Personal Leave
 - (i) Such personal leave accrues progressively during a year of service according to the Employee's ordinary hours of work and accumulates from year to year. In accordance with the NES, such untaken leave accumulates from year to year.
- (e) Personal leave for personal injury or illness
 - (i) An Employee is entitled to use the full amount of their personal 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 illness (a certificate of a legally qualified health practitioner or a Statutory

Declaration signed by the Employee shall be satisfactory evidence of personal injury or illness), the Employee shall be entitled to personal leave for personal injury or illness on full pay.

- (iii) Provided that an Employee may be absent through personal injury or illness for one day without furnishing evidence of such injury or illness as provided in clause (e)(ii) hereof on not more than three occasions in any one year of service. An Employee must notify the Employer as soon as practicable (which may be at a time after the leave started), however preferably two hours before the time rostered to commence duty on the day of such absence.
- (iv) Provided further that an Employee's entitlement to payment for personal leave for personal injury or illness 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) The Employer shall not terminate the service of an Employee during the currency of any period of personal leave with the object of avoiding their obligations under this subclause.
- (vi) Where the "one day" absences referred to in the proviso in (e)(iii) are not taken for a period of five years, an additional 38 hours personal leave shall be added to the Employee's accrued entitlement.
- (vii) 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, long service leave and or personal leave which the Employee actually receives on termination or for which they are paid in lieu.
- (viii) Provided further that where any Employee for the sole purpose of undertaking a course of study related to his or her employment is, with the written approval of his or her Employer, absent without pay for up to but not exceeding 52 weeks, such absences shall not be deemed to have broken continuity of service.

(f) Carers 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.

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 leave is taken for a permissible occasion of illness or injury of the person concerned, the need for the Employee to care for or support them during that

time 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.

- (ii) Access to Carers Leave will be available for attendance at pre natal classes, where the roster prevents Employees from attending, and where the Employee can show that there are no other classes available.

26. FAMILY VIOLENCE LEAVE

This clause applies to all Employees, including casuals.

The Employer recognises that Employees sometimes face situations of violence or abuse in their personal life that may affect their attendance or performance at work. The Employer seeks to develop a supportive workplace in which victims of family violence can come forward for help and support.

(a) Definitions

- (i) Family 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.
- (ii) Family Member means:
 - (1) a spouse, de facto partner, child, parent, grandparent, grandchild or sibling of the Employee; or
 - (2) a child, parent, grandparent, grandchild or sibling of a spouse or de facto partner of the Employee; or
 - (3) a person related to the Employee according to Aboriginal or Torres Strait Islander kinship rules.
 - (4) Reference to a spouse or de facto partner in the definition of family member in this clause includes a former spouse or de facto partner.

(b) General Measures

- (i) An Employee who has given the Employer notice of taking of leave under this clause, must, if required, provide the Employer evidence that would satisfy a reasonable person that the leave is taken for the purposes specified in clause 26(d)(i). Depending on the circumstances, such evidence may include a document issued by the Police Service, a Court, a Doctor, district nurse, maternal and health care nurse or a Family Violence Support Service or Lawyer. A signed statutory declaration can also be offered as proof.
- (ii) All personal information concerning family violence will be kept as confidential as possible confidential in line with the Employer's Privacy Policy and relevant legislation. Nothing prevents the Employer from disclosing information provided by an Employee if the disclosure is required by Australian law or is required to protect the life, health or safety of the Employee or another person.

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- (iii) An Employee experiencing family violence may raise the issue with their immediate supervisor/manager or designated person as identified by the Employer.

(c) 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.

An Employee experiencing family violence will be offered a referral to the Employee Assistance Program (EAP) and/or other local resources.

(d) Leave

- (i) The Employer will provide Employees who are victims of family violence and need time off work for medical or legal assistance, court appearances, counselling, relocation, or to make other safety arrangements with up to ten days paid exceptional circumstances leave per annum (unpaid for casual Employees).
- (ii) This leave may be taken as consecutive or single days or as a fraction of a day. This leave will not be accrued.
- (iii) The Employee will apply in advance for this leave wherever possible and must advise the Employer of the period, or expected period of leave.
- (iv) 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.
- (v) Family Violence Leave does not accumulate from year to year.

27. COMPASSIONATE LEAVE

- (a) An Employee is entitled to 2 days of compassionate leave for each occasion (a *permissible occasion*) when:

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- (i) a member of the Employee's immediate family, or a member of the Employee's household dies, contracts or develops a life-threatening illness or injury;
 - (ii) a baby in the Employee's immediate family or household is still-born;
 - (iii) the Employee has a miscarriage; or
 - (iv) the Employee's current spouse or de-facto partner has a miscarriage.
- (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 death of their own baby or their current spouse or de-facto partner's baby referred to in subclause (a).
- (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 base 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 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) In the case of an Employee who has completed at least ten years' service, but less than fifteen years' service and whose employment is terminated for any cause, such amount of long service leave as equals 1/30th the period of service.
- (iv) From 1 July 2025, an Employee with at least nine years of continuous service will be able to access their accrued Long Service Leave entitlement in accordance with the provisions of this Clause.

(b) Service entitling to leave

- (i) Subject to this subclause service shall also include all periods during which an Employee was serving in Her 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 provided in 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 the Accident pay clause of this Agreement.

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- (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) in the case of a Registered Nurse, 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 his or her 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

Where an Employee who has completed at least ten years' 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.

(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 his or her leave;
or
 - (2) at the same time as payment would have been made if the Employee had remained on duty; or

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- (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 time 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 separate periods of no less than one week; and
 - (2) any subsequent period of long service leave to which the Employee becomes entitled may be taken in separate periods of no 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 ten years' service, unless the leave is taken at an earlier time in accordance with clause 28(a)(iv).

(g) Definitions

- (i) For the purposes of this Clause the following definitions apply:

“Pay” means remuneration for an Employee’s normal weekly hours of work calculated at the Employee’s ordinary time rate of pay provided in Appendix 1 hereof at the time the leave is taken or (if the Employee dies before the completion of leave so taken) as at the time of his or her death; and shall

include the amount of any increase to the Employee's ordinary time rate of pay which occurred during the period of leave as from the date such increase operates..

"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) If requested by the Employee, 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 double the leave at half pay prior to the request by the Employee being finalised.

29. ACCIDENT PAY

Any reference to the *Workplace Injury Rehabilitation and Compensation Act 2013* in this clause shall be deemed to include a reference to the *Accident Compensation Act 1985*, as amended from time to time.

(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 *Workplace Injury Rehabilitation and Compensation Act 2013* (hereinafter referred to as 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 Act for the week in question and the total 38 hour weekly 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 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 38 hour weekly 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 he had been performing his 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 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 38 hour weekly agreement 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 their 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 their 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 their 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 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 claims to be entitled to receive accident pay shall give notice in writing of the said injury to their 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 their 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 has 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 their 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 has 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 their 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 thier 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.

(n) Commencement

This clause shall only apply in respect of incapacity arising from an injury occurring or recurring on or after August 1975.

30. 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 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. If 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. If 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's employment 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's employment 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, the Employee has the right to representation of their choice, including the ANMF. The Employer may be represented by the representative of their choice.
- (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 (6 months).

31. STAFFING LEVELS

- (a) The Employer shall appoint a full-time Director of Nursing or CEO/DON (however titled).
- (b) The Employer is committed to ensuring staffing levels are appropriate in order to ensure the delivery of high quality patient care.
 - (i) Staffing, on a shift by shift basis, will take into account both the occupancy and patient acuity, and be based on collaboration between nursing

administration and ward unit/theatre management. The Employer will be mindful of the particular matters concerning night shift staffing.

- (ii) The Employer will endeavour to ensure that unexpected admissions do not prohibit the delivery of good nursing care.
- (iii) 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 the Unit Manager in the first instance. If appropriate action is not taken to address the workload issues, the nurse is responsible for informing the DON (however titled) or nominated representative.

32. 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 service	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 the notice prescribed in (a)(i) and/or (a)(ii) hereof 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 or exceed the total of all amounts that, if the Employee's employment had continued until the end of the required period of notice, the Employer would have become liable to pay to the Employee because of the employment continuing during that period. That total must be calculated on the basis of:
 - (1) the Employee's ordinary hours of work (even if not standard hours); and
 - (2) the amounts ordinarily payable to the Employee in respect of those hours, including (for example) allowances, loading and penalties; and

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- (3) any other amounts payable under the Employee's contract of employment.
 - (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 the manner prescribed in s.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.

(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.

33. EXAMINATION LEAVE

- (a) Employees shall be entitled to five days paid leave in any one 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.
- (b) Entitlement to leave pursuant to subclause (a) shall be available to full-time and part-time Employees who are employed to work on average for three shifts or 24 hours per week.
- (c) Entitlement to leave pursuant to subclause (a) shall be subject to an Employee having been employed by the particular establishment for twelve months immediately prior to taking of examination leave.
- (d) Entitlement to leave pursuant to subclause (a) shall be granted for studies which are relevant to the workplace and related to Classification in Grades duty requirements, relevant to advancement through the career structure including undergraduate bachelor of nursing education for enrolled nurses and to employment at the establishment and would normally be undertaken in a Tertiary Institution.

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- (e) Entitlement to leave pursuant to subclause (a) 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. 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 annum 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.
- (b) Entitlement to Study Leave shall be granted for studies which are relevant to employment at the establishment.
- (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.

35. PROFESSIONAL DEVELOPMENT/ CONFERENCE LEAVE & ALLOWANCE

- (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. At the absolute discretion of the Employer, costs will either be shared between the Employer and Employee or paid for in total by the Employer when appropriate.
- (b) Full-time and part-time (four shifts or more per fortnight) Employees are entitled to 3 days professional development/conference leave per year. Over the life of the Agreement, this entitlement will increase as follows:
 - (i) From 1 January 2024, full time and part time (four shifts or more per fortnight) Employees will be entitled to 4 days per year;
 - (ii) From 1 January 2025, full time and part time (four shifts or more per fortnight) Employees will be entitled to 5 days per year.
- (c) 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 and is not cumulative.
- (d) An application for this leave, nominating the preferred date(s) will 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.

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- (e) This application shall be made at least six weeks' prior to the requested date(s) and shall be approved by the DoN. The application shall not be unreasonably refused.
 - (f) Upon the completion of the seminar/conference, Employees will be required to share their newly acquired knowledge with their colleagues, manager or Director of Nursing (howsoever titled) to facilitate the sharing of knowledge with their nursing peers.
 - (g) Where approval is given for a permanent Employee to attend an interstate conference the Employer will pay the cost of the conference registration fee and pay the Employee at their ordinary hourly rate of pay in accordance with sub-clause (i). In addition the Employer shall pay for reasonable travel and accommodation costs.
 - (h) An Employee will not be required to access Professional Development/Conference Leave where required by the Employer to complete mandatory training.
 - (i) The Employee will be paid at their ordinary pay per hour and in accordance with the Employee's regularly rostered hours on the day/s which are taken as Professional Development/Conference Leave.

36. CERTIFICATE IV TRAINING AND ASSESSMENT ALLOWANCE

The Employer will pay an Employee a 3.5% allowance where the Employer requires the Employee to hold a current Certificate IV Training and Assessment, or predecessor equivalent. This allowance will not apply to Employees who are already in receipt of a Qualification Allowance as set out in clauses 37 or 38.

37. 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 subclause (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.

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- (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:
- A double degree
 - A four year degree
 - An honours degree
 - 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, the allowance specified 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 her or his salary, the allowance specified in Appendix 1.
- (d) A Registered Nurse who holds a Masters (including a Masters degree completed prior to, or that leads to registration), shall be paid, in addition to their salary, the allowance specified in Appendix 1.
- (e) A Registered Nurse who holds a Doctorate, shall be paid, in addition to their salary, the allowance specified in Appendix 1.
- (f) The above allowances are to be paid during all periods of leave except sick 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.
- (h) 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.

38. QUALIFICATION ALLOWANCE – ENROLLED NURSES

- (a) An Enrolled Nurse who holds at least one of the following certificates and who is required by the Employer to use such a certificate or certificates in connection with their duties shall be paid an allowance of 4% of their weekly wage as per Appendix 1 of this Agreement
- (i) Operating Theatre (six months)

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- (b) 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.

39. VEHICLE ALLOWANCE

Subject to the approval of the Employer where an Employee is required to provide their own mode of conveyance in connection with their duties, they shall be paid an allowance as stated in Appendix 1.

40. UNIFORM AND LAUNDRY ALLOWANCE

- (a) Where the Employer requires Employees to wear uniform and uniforms are not provided by the Employer the Employee shall be paid a uniform allowance at the rate stated in Appendix 1 per day or part thereof on duty or the rate stated in Appendix 1 per week, whichever be 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 at the rate stated in Appendix 1 per day or part thereof on duty or the rate stated at Appendix 1 per week whichever be the lesser amount.
- (b) The uniform allowances but not the laundry shall be paid during all absences on leave, except absence on long service leave and absence on sick 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.
- (d) These allowances shall increase as per Appendix 1.

41. HIGHER DUTIES

- (a) An Employee engaged in any one day or shift for two or more 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 Registered Nurses who are appointed to relieve a Unit Manager:
 - (i) Off duty shifts
 - (1) 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.

- (2) 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.
- (3) Provided that where no Associate Unit Manager position has been appointed with respect to the relevant shift, the provisions of (a) shall apply.

(ii) Periods of absence

The provisions of (b)(i) 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.

42. SHIFT ALLOWANCES

Morning/Afternoon

- (a) In addition to any other rates prescribed elsewhere in this part of this Agreement an Employee whose rostered hours of ordinary duty finish between 6.00p.m. and 8.00a.m. or commence between 6.00p.m. and 6.30a.m. shall be paid an amount stipulated in Appendix 1 per rostered period of duty for any such period of duty.

Night

- (b) Provided that in the case of an Employee working on any rostered hours of ordinary duty, finishing on the day after commencing duty or commencing after midnight and before 5.00 a.m. they shall be paid a night duty allowance as set out in Appendix 1.
- (c) The shift allowance is payable per shift.
- (d) Provided further that this Clause shall not apply to Director of Nursing and Deputy Director of Nursing or equivalent.

43. MEAL ALLOWANCE

- (a) An Employee shall be supplied with a meal where the Employer has their 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 or in the case of shift workers when the overtime work on any shift exceeds one hour, an amount set out in Appendix 1 as Meal Allowance A, shall be paid. Provided that where such overtime work exceeds 4 hours a further meal allowance, as set out in Appendix 1 as Meal Allowance B, shall be paid.

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- (ii) These foregoing provisions shall not apply when an Employee could reasonably return home for a meal within the period allowed.

44. LEAD APRON ALLOWANCE

- (a) From 1 July 2023, an Employee, who is working in an orthopaedic theatre and required to wear a lead apron as part of these duties for two hours or more, will be entitled to a Lead Apron Allowance per shift as set out in Appendix 1.

45. JURY SERVICE

- (a) Subject to the *Juries Act 2000* (Vic), an Employee other than a casual Employee, required to attend for jury service during his or her ordinary working hours shall be reimbursed by the Employer an amount equal to the difference between the amount paid by the Court in respect of their attendance for such jury service and the amount that they could reasonably expect to have received from the Employer as earnings for that period had they not been on jury service.
- (b) An Employee shall notify his or her employer as soon as possible of the date upon which they are required to attend for jury service. Further the Employee shall give their employer proof of his or her attendance at the court, the duration of such attendance and the amount received in respect of such jury service.

46. REDUNDANCY

- (a) Where the Employer 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, the Employer shall consult with affected Employees and their representative in accordance with the consultation regarding change provision of this Agreement.

Transfer to lower paid duties

- (b) 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 time rate of pay and the ordinary time rate of pay for the number of weeks of notice still owing.

Severance pay

- (c) In addition to the period of notice prescribed for termination of employment, where an Employer has made a definite that the Employer no longer wishes the job the Employee has been doing to be done by anyone by reason of redundancy and this is not due to the ordinary and customary turnover of labour, the Employee shall be paid the following amount of severance pay in respect of a period of continuous service.

Period of continuous service

Severance pay

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 less than 10 years	16 weeks' pay
10 years and over	12 weeks' pay

Definitions

- (d) "Week's pay" means the ordinary time rate of pay for the Employee concerned.

Employee Leaving During Notice Period

- (e) 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 instead of notice.

Alternative Employment

- (f) Where the Employer offers the Employee acceptable alternative employment and the Employee refuses such an offer, no severance payment is payable, subject to an order of the FWC.

Employees with Less Than One Year's Continuous Service

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

Employees Exempted

- (h) 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.

Time off Period of Notice

- (i) During the period of notice of termination given by the Employer an Employee shall be allowed up to one day's time off without loss of pay during each week of notice for the purpose of seeking other employment.
- (j) If the Employee has been allowed paid leave for more than one day during the notice period for the purpose of seeking other employment, the Employee shall, at the request of the Employer, produce proof of attendance at an interview or they shall not receive payment for the time absent.
- (k) For this purpose a statutory declaration will be sufficient.

47. SALARY PACKAGING PROCEDURE

- (a) Permanent Employees may be able to make voluntary pre-tax contributions or payments through a written salary packaging agreement between the Employer and the Employee. The Employer will pay the salary packaging amount in accordance with the salary packaging agreement.
- (b) An Employee may apply to have their ordinary time earnings reduced by an amount nominated by them as a salary packaging 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 packaging 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 packaging 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 packaging 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 packaging 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.

48. ON CALL ALLOWANCE

- (a) All Employees shall be paid an on-call allowance as per Appendix 1 per twelve hour on-call period, or part thereof. The on-call rate shall increase as per Appendix 1.
- (b) In the event of an Employee being recalled to duty 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 the appropriate overtime rate.
- (c) The Hospital shall use its best endeavors to ensure that all Employees receive 4 clear days per fortnight free of on-call or duty.

49. LETTER OF APPOINTMENT

The Hospital agrees to the adoption of a standard employment letter, Appendix A refers.

50. FLEXIBILITY ARRANGEMENTS

- (a) An Employer and Employee covered by this enterprise 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 his or her 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) From the date of operation of this Agreement, to a maximum of six (6) days per year (1 January to 31 December);
 - (ii) From 1 July 2023, to a maximum of seven (7) days per year (1 January to 31 December);
 - (iii) From 1 July 2024, to a maximum of eight (8) days per year (1 January to 31 December).
- (b) The leave outlined at sub-clause (a) above is for the totality of all applications of paid trade union, union delegate training leave, attendance at association conferences, meetings and courses in the workplace 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 at least 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 time rate of pay.
- (c) Leave of absence granted pursuant to this clause shall count as service for all purposes of this Agreement.

52. PAID EMERGENCY SERVICES LEAVE & REHABILITATION LEAVE

- (a) At the discretion of the Employer, whose discretion will be exercised on the basis of operational requirements and what is reasonable in a particular circumstance, the Employer will facilitate an Employee who is a member of a voluntary emergency relief organization such as the, Country Fire Authority, Red Cross, St John Ambulance and the State Emergency Service to be released from normal duty without loss of pay (up to a maximum of five shifts per year) to assist in regard to a critical incident where a local emergency situation arises that requires the attendance of the Employee. For clarity, access to paid leave in accordance with this clause does not restrict an Employee's entitlement to unpaid community services leave in accordance with s.108 of the Act.
- (b) Employees shall receive payment at their ordinary rate of pay for confirmed attendance at drug and /or alcohol rehabilitation programs.

(c) Blood Donors Leave

The Hospital shall release nurses upon request to donate blood where a collection unit is available on-site at the Hospital or, alternatively, by arrangement at the local level.

53. DAYLIGHT SAVING

- (a) If an Employee works on a shift during the 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 time rate of pay (including any shift penalties or allowances ordinarily payable in respect of this shift).
- (b) No overtime is payable for the additional hour worked because of daylight saving.

54. CLINICAL NURSE SPECIALIST

The CNS classification shall be in accordance with the provisions of Appendix A of this Agreement.

55. PURCHASED LEAVE (48/52)

- (a) Staff may apply for an additional four weeks paid annual leave.
- (b) Approval is subject to mutual agreement of the Employee and Employer and is subject to operational needs. Approval will be in writing and can be for a total of four weeks' additional paid annual leave with a proportionate reduction in the hourly rate of pay to take into account the increase in both annual leave and annual leave loading entitlements.
- (c) Where Employees elect to take additional annual leave as specified in the above sub clauses existing annual leave entitlements would be increased in proportion to the reduction in the hourly rate of pay.
- (d) Employees may not alter such election as specified in the above sub clauses during the year except with the agreement of the Employer. Where the Employee ceases to receive additional annual leave, the Employee will revert back to the normal rate of pay and annual leave entitlement.
- (e) Any additional annual leave accrued under this clause shall not be subject to annual leave loading.

56. REIMBURSEMENT OF CHILD CARE EXPENSES

- (a) Where an Employer requires an Employee to work outside their rostered hours and where less than 24 hours' notice is given of the overtime work requirement, the Employer will reimburse reasonable childcare costs provided by a registered childcare provider.

(b) Reimbursement of costs is subject to the provision of a receipt for the expenditure which is to be provided within 1 week of the overtime being worked.

(c) This provision does not apply to Employees on call who are recalled to duty.

57. CAR PARKING

Car parking is provided by the hospital at no cost to the Employee and Employees are expected to park in the appropriately designated areas of the hospital's grounds. No guarantee is made for the availability of spaces and parking availability is on a first come, first serve basis.

58. EDUCATION AND TRAINING

All Employees have a responsibility to maintain and upgrade their skills commensurate with the requirements of their position. In particular –

(a) Every Employee must attend training required to meet statutory responsibilities including but not limited to: BLS, No Lift, Blood Safe, fire and emergency training, manual handling training, food handling (as appropriate) infection control, Hand Hygiene provided by the Employer in each twelve month period or as required.

(b) Where the Employee attends compulsory training other than during the course of a rostered shift, the minimum payment shall be the length of the training or three hours; whichever is the greater.

(c) Attendance at any training course other than those referred to at (a) above, may be supported by the Employer. In particular, the parties acknowledge that it is highly desirable for Employees to attend training provided by the Employer.

(d) Where the Employer has implemented or is participating in a no lift training program every Employee must attend the training required.

(e) E-Learning

(i) E-learning modules will normally be completed within the ordinary working hours in the workplace. With prior approval and written authorisation from the Manager and the agreement of the Employee, modules can be completed outside of working hours.

(ii) The Employer will allocate an amount of time for the completion of each core module. With prior approval and written authorisation, when an Employee completes a module outside of working hours, the Employee will be paid at their ordinary rate of pay for the allocated time taken to complete the module, up to a maximum of 7.5 hours per annum and such time shall not be counted as "time worked" for the purposes of determining any overtime payments. If an Employee is authorised to complete in excess of 7.5 hours of e-learning modules per annum outside of ordinary working hours, they will be paid applicable overtime penalty rates for the time spent undertaking e-learning modules in excess of 7.5 hours per annum.

59. NOTICE BOARD

A noticeboard for posting materials relevant to nurses and midwives and the operation of the enterprise agreement shall be available in the staff lunch room.

60. 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.

61. FLEXIBLE WORKING ARRANGEMENTS

- (a) The NES provides particular Employees with an entitlement to request a flexible working arrangement. In addition to the NES, if an Employer does not agree to the Employee's request, the Employer must discuss the request with the Employee to better understand the Employee's circumstances and then the Employer must provide any available counter-proposals to the Employee in writing. Any agreed arrangement must be recorded in writing.
- (b) In circumstances where a dispute arises in relation to an Employee's request for a flexible working arrangement, this dispute can be dealt with in accordance with clause 9 (Dispute Resolution Procedure).

62. WORKLOAD MANAGEMENT

- (a) The parties to this Agreement acknowledge that Employees and management have a responsibility to maintain a balanced workload and recognise the adverse affects that excessive workloads may have on Employee/s and the quality of patient care.
- (b) To ensure that Employee concerns involving excessive workloads are effectively dealt with by Management, the following procedures should be applied:
 - (i) in the first instance, Employee/s should discuss the issue with the immediate supervisor and, where appropriate, explore solutions;
 - (ii) if a solution still cannot be identified and implemented, the matter should be referred to the executive team for further discussion; and
 - (iii) the outcome of the discussions at each level and any proposed solutions should be recorded in writing and fed back to the effected Employees.
- (c) Workload management must be an agenda item at staff meetings on at least a quarterly basis. Items in relation to workloads must be recorded in the minutes of the staff meeting, as well as actions to be taken to resolve the workloads issue/s. Resolution of workload issues should be based on the following criteria including but not limited to:
 - (i) clinical assessment of patient's needs;
 - (ii) the demand of the environment;

-
- (iii) statutory obligation, (including, but not limited to, work health and safety legislation);
 - (iv) reasonable workloads (such as roster arrangements);
 - (v) accreditation standards; and
 - (vi) budgetary considerations.
- (d) If the issue is still unresolved, the Employee/s may advance the matter through clause 9 Dispute Resolution Procedure.

SCHEDULE 1: EMPLOYMENT CLASSIFICATIONS

Registered Nurse

Grade 2

Grade 2 Year 1 -A Registered Nurse in his or her first year of experience following registration as a nurse with the Board.

Grade 2 Year 2 - 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 (refer to Appendix A – CNS Provisions).

Grade 3B

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

Grade 4B

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 (howsoever titled).

Grade 7

A Registered Nurse appointed as a Director of Nursing and paid as such (howsoever titled).

Enrolled Nurses

ENROLLED NURSES

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) **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
- (c) **Progression** – An EN2 will progress through the increments on completion of a year of experience, including previous experience.
- (d) There is no automatic progression for an EN2 to the EN3 classification.

1.3 Enrolled Nurse Level 3 (EN3)

- (a) ENs at level 2 may be appointed to an EN level 3 position.
 - (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 Caregiver to make independent decisions and to have a higher degree of accountability than is normally expected of another caregiver who is a EN Level 1 or EN level 2 in a similar area/s.

1.4 In this clause 'year of experience' has the meaning provided by clause 7.

APPENDIX A: CNS PROVISIONS

CLINICAL NURSE SPECIALIST PROVISIONS

This classification is available to Registered Nurses/Midwives. It provides recognition for nurses/midwives who meet the requisite eligibility criteria. Attainment of the classification is upon written application and subject to the approval of the Nurse Unit Manager. There is no automatic progression for a Registered Nurse to the CNS classification.

ELGIBILITY CRITERIA

A registered nurse/midwife, who is responsible for clinical nursing and/or midwifery duties, has either specific post basic qualifications and 12 months experience working in the clinical speciality or area of the specified post basic qualification, or a minimum of four years post registration experience, including three years in the relevant specialist field, and:

- (a) Is employed by the hospital on a permanent basis.
- (b) If required and within work time, is willing and clinically able to act as a resource to others and may take responsibility for a specific task such as rosters or portfolio responsibilities, subject to this Agreement.

Post basic specific qualifications must be relevant to the ward/unit at which the applicant is primarily working.

CLINICAL SKILL

1. The applicant must demonstrate higher levels of skill in clinical decision making than would generally be expected of a nurse/midwife with nine years general experience, in particular, problem identification and solving within the practice team/unit including interpretation of clinical data, analysis and solution and implementation of desired outcomes.
2. Contribute to the establishment and updating of protocols and procedures for clinical practice within the organisation.
3. Demonstrate knowledge of and compliance with practice policies and procedures.
4. Contribute to the establishment and updating of protocols and procedures for clinical practice within the team/unit and maintain or exceed the established standard of clinical practice.
5. Participate and/or lead a team/unit portfolio, where required.
6. Provide support and contribute to quality improvement and research projects within the area of practice, where required.

PROFESSIONAL BEHAVIOUR AND DEVELOPMENT

The applicant must:

1. Demonstrate communication skills to all levels of staff within the practice team/unit that enables support and empathy to patients and carers.
2. Provide nursing/midwifery advice within the scope of practice of the specialty and in clinical emergencies, where required.
3. Demonstrate positive role modelling.
4. Demonstrate involvement in relevant professional bodies and professional forums.
5. Act as a mentor/resource for other employees within the organisation including graduate nurses.
6. Contribute to discussion and policy formation surrounding legal and ethical nursing/midwifery issues within the practice team/unit, when required.

APPLICATIONS FOR CLINICAL NURSE SPECIALIST

Applications are to be made in writing to the Nurse Unit Manager, Director of Nursing or Human Resources.

The application must address the eligibility criteria and include evidence demonstrating satisfaction of the stated criteria.

Interview, if required, will be held within 10 days of receipt of application letter. Interview will be held with the Nurse Unit Manager, Director of Nursing and one other.

Applicant will be notified of outcome within 7 days. Unsuccessful applicants will be given feedback in writing as to why their application was rejected.

APPEALS PROCESS

In the event the CNS application is not successful the applicant may appeal the decision to the Human Resource Manager or their nominee, not involved in the original decision, who will consult the Director of Nursing and an additional (nominate one senior nurse position) not involved in the original decision.

The applicant may have a representative of their choice.

APPENDIX 1 –WAGE RATE SCHEDULE

*incorporates 4% allowance to all Level 2 ENs;

**EN 2.3 is the entry level for a Diploma qualified EN

***incorporates 10% Seniors Allowance (can include EN without medication qualifications; and as appointed in accordance with Schedule 1 - EN 1.3 criteria).

Enrolled Nurse	FFPPOA 1 July 2022/ current	FFPPOA 1 July 2023	FFPPOA 1 July 2024	FFPPOA 1 July 2025
		2.5%	2.5%	2.5%
	(\$ p/week)	(\$ p/week)	(\$ p/week)	(\$ p/week)
EN Level 1.1	1183.89	1213.49	1243.82	1274.92
EN Level 1.2	1208.56	1238.77	1269.74	1301.49
EN Level 1.3	1233.24	1264.07	1295.67	1328.06
EN Level 1.4	1257.89	1289.34	1321.57	1354.61
EN Level 1.5	1307.23	1339.91	1373.41	1407.74
EN Level 1.6	1348.33	1382.04	1416.59	1452.00
EN Level 2.1*	1256.93	1288.35	1320.56	1353.58
EN Level 2.2	1282.56	1314.62	1347.49	1381.18
EN Level 2.3**	1308.22	1340.93	1374.45	1408.81
EN Level 2.4	1333.85	1367.20	1401.38	1436.41
EN Level 2.5	1359.51	1393.50	1428.34	1464.04
EN Level 2.6	1385.17	1419.80	1455.29	1491.68
EN Level 2.7	1402.26	1437.32	1473.25	1510.08
EN Level 3.1*** (Seniors Allowance or as appointed)	1483.17	1520.25	1558.26	1597.21

Registered Nurse Grade 2	FFPPOA 1 July 2022/ current	FFPPOA 1 July 2023	FFPPOA 1 July 2024	FFPPOA 1 July 2025
		2.5%	2.5%	2.5%
	(\$ p/week)	(\$ p/week)	(\$ p/week)	(\$ p/week)
Graduate Entry Year 1	1368.46	1402.67	1437.74	1473.68
Year 2	1421.55	1457.09	1493.52	1530.85
Year 3	1475.44	1512.33	1550.13	1588.89
Year 4	1528.89	1567.11	1606.29	1646.45
Year 5	1581.86	1621.41	1661.94	1703.49
Year 6	1634.18	1675.03	1716.91	1759.83
Year 7	1688.01	1730.21	1773.47	1817.80
Year 8	1728.80	1772.02	1816.32	1861.73
Year 9	1769.41	1813.65	1858.99	1905.46
Year 10	1791.95	1836.75	1882.67	1929.73
CNS				
Year 1	1867.33	1914.01	1961.86	2010.91
3B (ANUM)				
Year 1	1973.84	2023.19	2073.77	2125.61
Year 2	2014.26	2064.62	2116.23	2169.14
4B NUM				
Year 1	2361.40	2420.44	2480.95	2542.97
Year 2	2419.47	2479.96	2541.96	2605.50
Year 3	2476.66	2538.58	2602.04	2667.09

RN Grade 5				
51-200 beds	2290.98	2348.25	2406.96	2467.13
RN Grade 6				
51-100 beds	2290.98	2348.25	2406.96	2467.13
RN grade 7				
Less-than-13 beds	2290.98	2348.25	2406.96	2467.13
13-24 beds	2378.65	2438.12	2499.07	2561.55
25-50 beds	2467.03	2528.71	2591.92	2656.72
51-100 beds	2555.71	2619.60	2685.09	2752.22

Allowances

	FFPPOA 1 July 2022/ current	FFPPOA 1 July 2023	FFPPOA 1 July 2024	FFPPOA 1 July 2025
		2.5%	2.5%	2.5%
On Call	70.61	72.38	74.18	76.04
<i>Qualifications (RN)</i>				
Hospital/Graduate Certificate	56.24	57.65	59.09	60.56
Post Graduate Diploma or Degree	91.39	93.67	96.02	98.42
Masters	105.45	108.09	110.79	113.56
Doctorate	119.51	122.50	125.56	128.70
<i>Shift Allowances (per rostered period of duty)</i>				
Morning	32.62	33.44	34.27	35.13
Afternoon	32.62	33.44	34.27	35.13
Night	87.97	90.17	92.42	94.73
Change of Roster	35.16	36.04	36.94	37.86

Vehicle Allowance (cents per km)	Various	0.92	0.94	0.96
<i>Uniform and Laundry</i>				
Uniform per day or part thereof	1.67	1.71	1.75	1.80
Uniform per week	8.52	8.73	8.95	9.18
Laundry per day or part thereof	0.52	0.53	0.55	0.56
Laundry per week	2.60	2.67	2.73	2.80
Meal Allowance A	14.1	14.45	14.81	15.18
Meal Allowance B	12.71	13.03	13.35	13.69
Lead Apron Allowance	N/A	8.74	8.96	9.18

APPENDIX 2: 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. Specified employment is ongoing unless a valid fixed term appointment is proposed.
7. Date of commencement.
8. Acknowledgment (where applicable) of prior service/entitlements to sick leave, long service, etc.
9. Other information as required depending on the nature of the position.
10. Relevant qualifications and allowances payable.

I am authorised to sign this Agreement on behalf of MARYVALE PRIVATE HOSPITAL



SIGNATURE

Lee Garwood, Chief Executive Officer
PRINT NAME AND TITLE

Address: Maryvale Private Hospital, 286 Maryvale Road, Morwell, VIC 3840

Date: 9 November 2022

I am authorised to sign this Agreement as the nominated employee representative on behalf of ANMF

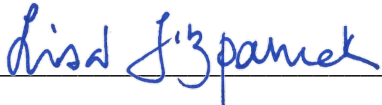
SIGNATURE

PRINT NAME AND TITLE

Address:

Date

I am authorised to sign this Agreement as the nominated employee representative on behalf of ANMF



SIGNATURE

Lisa Fitzpatrick - Secretary

PRINT NAME AND TITLE

Address: 535 Elizabeth Street, Melbourne Victoria 3000

Date 14 November 2022

IN THE FAIR WORK COMMISSION

FWC Matter No.:
AG2022/4724

Applicant:

Maryvale Private Hospital Pty Ltd

Section 185 – Application for approval of a single enterprise agreement

Undertaking – Section 190

I, Lee Garwood, Chief Executive Officer for Maryvale Private Hospital Pty Ltd have the authority given to me by Maryvale Private Hospital Pty Ltd to give the following undertaking with respect to the Maryvale Private Hospital Nurses Enterprise Agreement ("the Agreement"):

1. The Agreement does not cover, and is not intended to cover, trainees. Therefore, clause 32(a)(v)(3) has no application and ought to be read as deleted from the Agreement.

This undertakings is provided on the basis of issues raised by the Fair Work Commission in the application before the Fair Work Commission.



Signature

23 November 2022
Date