



# DECISION

*Fair Work Act 2009*

s.218A - application to vary an agreement to correct or amend errors, defects or irregularities

**St Andrew's Toowoomba Hospital**  
(AG2023/3727)

## **ST ANDREW'S TOOWOOMBA HOSPITAL AND ANMF/QNMU- NURSES-ENTERPRISE AGREEMENT 2023-2025**

Health and welfare services

COMMISSIONER LIM

PERTH, 26 OCTOBER 2023

*Application for variation of the St Andrew's Toowoomba Hospital and ANMF/QNMU-Nurses-Enterprise Agreement 2023-2025*

[1] On 16 October 2023, St Andrew's Toowoomba Hospital (the **Applicant**) made an application pursuant to s.218A of the *Fair Work Act 2009* (Cth) (the **Act**) to vary the *St Andrew's Toowoomba Hospital and ANMF/QNMU-Nurses-Enterprise Agreement 2023-2025* (the **Agreement**) to correct or amend an error, defect or irregularity in the Agreement.

[2] The Agreement was approved by the Fair Work Commission on 28 September 2023 and commenced operation on 5 October 2023. The nominal expiry date of the Agreement is 30 June 2025.

[3] The Queensland Nurses and Midwives' Union (the **QNMU**) is covered by the Agreement.

[4] At question 2.1 of the Applicant's Form F1, the Applicant seeks to amend the Agreement to correct errors, defects or irregularities in the Agreement as follows:

- "1. The error relates to the Nursing Qualifications allowances of the EA. The allowances are incorrectly expressed in Schedule B as weekly amounts instead of fortnightly amounts. Schedule B to the EA appears below."

**SCHEDULE B - Allowances**

		Allowances operative from the first full pay period commencing on or after:			
		1 July 2023	1 January 2024	1 July 2024	1 January 2025
Clause	Description	4%	3%	3%	2%
5.6.1	In-charge of Shift (per shift)	\$20.65	\$21.27	\$21.91	\$22.35
5.6.2(b)	Special Duty – at least 5 hours but less than one week (per shift)	\$5.73	\$5.90	\$6.08	\$6.20
5.6.3(a)(i)	Nursing Quals Post Grad (per week)	\$55.11	\$56.76	\$58.46	\$59.63
5.6.3(a)(ii)	Nursing Quals Masters/PhD (per week)	\$83.92	\$86.44	\$89.03	\$90.81
5.6.5	X-ray and radium (per shift)	\$13.78	\$14.19	\$14.61	\$14.90
6.9.5 & 6.10.3	Overtime Meal (per meal)	\$14.78	\$15.22	\$15.68	\$15.99
6.7.1(a)(i)	On-call Monday-Friday (each 24 hour period or part thereof)	\$34.55	\$35.59	\$36.66	\$37.39
6.7.1(a)(ii)	On-call Saturday, Sunday, Rostered Day Off, Public Holiday (each 24 hour period or part thereof)	\$50.44	\$51.95	\$53.51	\$54.58

[5] A conference was held on 25 October 2023 with both the Applicant and the QNMU in attendance. The Applicant confirmed that the corrections sought are for:

- “Nursing Quals Post Grad (per week)” to be changed to, “Nursing Quals Post Grad (per fortnight)”; and
- “Nursing Quals Masters/PhD (per week)” to be changed to, “Nursing Quals Masters/PhD (per fortnight)” (collectively referred to as the Nursing Qualifications Allowances).

[6] The Applicant explained that the Nursing Qualifications Allowances were expressed as fortnightly payments in the predecessor enterprise agreement. There was no discussion or agreement for the Nursing Qualifications Allowances to be paid on a weekly basis in the negotiations for the current Agreement.

[7] The QNMU did not object to the corrections sought and confirmed the Applicant’s account as outlined in [6].

[8] Section 218A of the Act came into effect on 7 December 2022 following the enactment of the *Fair Work Legislation Amendment (Secure Jobs, Better Pay) Act 2022* (Cth) and is as follows:

**“218A Variation of enterprise agreements to correct or amend errors, defects or irregularities**

- (1) The FWC may vary an enterprise agreement to correct or amend an obvious error, defect or irregularity (whether in substance or form).
- (2) The FWC may vary an enterprise agreement under subsection (1):
  - (a) on its own initiative; or
  - (b) on application by any of the following:
    - (i) one or more of the employers covered by the agreement;
    - (ii) an employee covered by the agreement;
    - (iii) an employee organisation covered by the agreement.
- (3) If the FWC varies an enterprise agreement under subsection (1), the variation operates from the day specified in the decision to vary the agreement.

[9] Further the Explanatory Memorandum in support of the Bill provides as follows:

“772 This part would remove unnecessary complexity in the agreement-making process by amending the FW Act to:

- simplify the process for correcting any obvious errors, defects or irregularities in enterprise agreements;”

[10] Based on the material before me and the conference conducted with the parties to the Agreement on 25 October 2023, I am satisfied that the errors outlined in [4] should be corrected by varying the Agreement. There are no grounds of which I am aware which would tend against the exercise of my discretion to vary the Agreement.

[11] I order<sup>1</sup> pursuant to s.218A of the Act, that the Agreement be varied to correct the errors.

[12] The variation will operate from 26 October 2023.



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<sup>1</sup> PR767607.

[2023] FWCA 3545

COMMISSIONER

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<AE521590 PR767606>



# ORDER

*Fair Work Act 2009*

s.218A - application to vary an agreement to correct or amend errors, defects or irregularities

**St Andrew's Toowoomba Hospital**  
(AG2023/3727)

**ST ANDREW'S TOOWOOMBA HOSPITAL AND ANMF/QNMU-  
NURSES-ENTERPRISE AGREEMENT 2023-2025**  
(ODN AG2023/3138) [AE521590]

Health and welfare services

COMMISSIONER LIM

PERTH, 26 OCTOBER 2023

*Application for variation of the St Andrew's Toowoomba Hospital and ANMF/QNMU-Nurses-Enterprise Agreement 2023-2025*

[1] Pursuant to the decision in [2023] FWCA 3545 issued on 26 October 2023, I order that the *St Andrew's Toowoomba Hospital and ANMF/QNMU-Nurses-Enterprise Agreement 2023-2025* be varied as follows.

[2] Schedule B – Allowances on page 49 of the Agreement be replaced with the following:

## SCHEDULE B – Allowances

		Allowances operative from the first full pay period commencing on or after:			
		1 July 2023	1 January 2024	1 July 2024	1 January 2025
Clause	Description	4%	3%	3%	2%
5.6.1	In-charge of Shift (per shift)	\$20.65	\$21.27	\$21.91	\$22.35
5.6.2(b)	Special Duty – at least 5 hours but less than one week (per shift)	\$5.73	\$5.90	\$6.08	\$6.20
5.6.3(a)(i)	Nursing Quals Post Grad (per fortnight)	\$55.11	\$56.76	\$58.46	\$59.63
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5.6.5	X-ray and radium (per shift)	\$13.78	\$14.19	\$14.61	\$14.90
6.9.5 & 6.10.3	Overtime Meal (per meal)	\$14.78	\$15.22	\$15.68	\$15.99
6.7.1(a)(i)	On-call Monday-Friday (each 24 hour period or part thereof)	\$34.55	\$35.59	\$36.66	\$37.39
6.7.1(a)(ii)	On-call Saturday, Sunday, Rostered Day Off, Public Holiday (each 24 hour period or part thereof)	\$50.44	\$51.95	\$53.51	\$54.58

[3] The variation will operate from 26 October 2023.



COMMISSIONER

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# DECISION

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

**St Andrew's Toowoomba Hospital**  
(AG2023/3138)

## **ST ANDREW'S TOOWOOMBA HOSPITAL AND ANMF/QNMU- NURSES-ENTERPRISE AGREEMENT 2023-2025**

Health and welfare services

COMMISSIONER LIM

PERTH, 28 SEPTEMBER 2023

*Application for approval of the St Andrew's Toowoomba Hospital and ANMF/QNMU-  
Nurses-Enterprise Agreement 2023-2025*

[1] St Andrew's Toowoomba Hospital has made an application for the approval of an enterprise agreement known as the *St Andrew's Toowoomba Hospital and ANMF/QNMU-Nurses-Enterprise Agreement 2023-2025* (the **Agreement**). The application was made under s 185 of the *Fair Work Act 2009* (Cth) (the **Act**). The Agreement is a single enterprise agreement.

[2] The *Fair Work Legislation Amendment (Secure Jobs, Better Pay) Act 2022* (Cth) (the **Amending Act**) made several changes to enterprise agreement approval processes in Part 2-4 of the Act, which commenced operation on 6 June 2023.

[3] Under transitional arrangements, amendments made by Part 14 of Schedule 1 to the Amending Act in relation to genuine agreement requirements for agreement approval applications apply where the notification time for the agreement was on or after 6 June 2023. The genuine agreement provisions in Part 2-4 of the Act, as it was before 6 June 2023, continue to apply in relation to agreement approval applications where the notification time for the agreement was before 6 June 2023. The notification time for the Agreement was 24 January 2023.

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

[5] The title of the agreement in the NERR differed from the title contained in clause 1.1 of the Agreement. Pursuant to s 188(2) of the Act (as it was prior to 6 June 2023), I am satisfied that the agreement would have been genuinely agreed to but for the minor technical errors made in relation to the requirements set out in s 174(1A) of the Act. I am satisfied that the employees covered by the agreement were not likely to have been disadvantaged by the

errors. As a result, I am satisfied that the Agreement has been genuinely agreed within the meaning of s 188(2) of the Act.

[6] I note that clause 4.5.2(f) of the agreement states ‘...the shortfall may be recovered from any final monies payable to the employee on termination’. It may be that employees receive less than what they are entitled to on termination. Clause 7.2.3 states an employer and the employees may, by agreement, substitute another day for a public holiday. However, s.115 (3) provides for agreement with a singular employee. Clause 7.8 does not appear to provide leave for the permissible occasion of miscarriage or stillbirth, as per s.104 of the Act. However, noting clause 1.5 of the Agreement, I am satisfied that the more beneficial entitlements of the National Employment Standards (NES) will prevail where there is an inconsistency between the Agreement and the NES.

[7] The Queensland Nurses and Midwives’ Union (the QNMU), 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 organisation is covered by the Agreement.

[8] The Agreement was approved on 28 September 2023 and, in accordance with s 54, will operate from 5 October 2023. The nominal expiry date of the Agreement is 30 June 2025.



COMMISSIONER

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**ST ANDREW'S TOOWOOMBA HOSPITAL AND ANMF/QNMU-NURSES-  
ENTERPRISE AGREEMENT 2023-2025**

## PART 1 - APPLICATION AND OPERATION

### 1.1 Title

This Agreement is known as the *St Andrew's Toowoomba Hospital and ANMF/QNMU–Nurses–Enterprise Agreement 2023-2025*.

### 1.2 Arrangement

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Subject Matter	Clause No.
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Generic Level Statements - Registered Nurses	Schedule C
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### 1.3 Date and Period of Operation

- 1.3.1 This Agreement operates from 7 days after the date of approval by the FWC, and nominally expires on 30 June 2025.
- 1.3.2 This Agreement replaces the *St Andrew's Toowoomba Hospital and ANMF–Nurses–Enterprise Agreement 2020-2023*.

## 1.4 Agreement Coverage and Parties Bound

This Agreement applies to and is legally binding upon the following parties covered by the Agreement:

- (a) The employees for whom rates of pay are prescribed in Schedule A of this Agreement who are employed or who will be employed by St Andrew's Toowoomba Hospital at the following facility:
  - St Andrew's Toowoomba Hospital  
280 North Street  
Toowoomba Q 4350
- (b) St Andrew's Toowoomba Hospital (ABN 95 820 855 300). The Hospital was created as a body corporate by letters patent on 30 March 1978. The letters patent were issued under the authority of the then *Religious Education and Charitable Institutions Act 1861*.
- (c) The Australian Nursing and Midwifery Federation (ANMF).

## 1.5 Relationship to NES

The NES and this Agreement contain the minimum conditions of employment for employees covered by this Agreement. Where the NES is more beneficial to the employee than a term of this Agreement, the NES will apply to the extent of any inconsistency.

## 1.6 Posting of Agreement

A copy of this Agreement is to be displayed in a conspicuous and convenient place in the facility so as to be easily accessed and read by all employees.

## 1.7 Renegotiation of Agreement

Negotiations for a new Enterprise Agreement will commence at least six months prior to the expiration of this Agreement.

## 1.8 Definitions

In this Agreement, unless the contrary intention appears:

*Act* means the *Fair Work Act 2009* (Cth) as amended or replaced from time to time.

*De facto partner* of an employee:

- (a) 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
- (b) includes a former de facto partner of the employee.

*Employer* means St Andrew's Toowoomba Hospital, 280 North Street, Toowoomba.

*Employee/s Representative* means the Union.

*Facility* means St Andrew's Toowoomba Hospital, 280 North Street, Toowoomba.

*FWC* means Fair Work Commission.

**Immediate family** means:

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

**NES** means the National Employment Standards.

**NMBA** means the Nursing and Midwifery Board of Australia.

**Party** or **Parties** are those listed in clause 1.4.

**Spouse** includes a former spouse.

**Union** means the Australian Nursing and Midwifery Federation (ANMF) or the Queensland Nurses and Midwives' Union (QNMU)

## **PART 2 – PURPOSE OF AGREEMENT & FLEXIBILITY**

### **2.1 Purpose and Intent**

- 2.1.1 To ensure a period of stability and security during the life of the Agreement.
- 2.1.2 To provide a co-operative, consultative and supportive workplace that recognises the value of participation by all parties to this Agreement.
- 2.1.3 To achieve improved service levels and the best quality of healthcare.
- 2.1.4 To provide a safe working environment for all employees.
- 2.1.5 To provide job security for all employees.
- 2.1.6 To ensure employees are sufficiently empowered, trained and resourced to commit their creativity and endeavour to the workplace and be commensurately rewarded for their effort.

### **2.2 Flexibility Arrangements**

- 2.2.1 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:
  - (a) the agreement deals with 1 or more of the following matters:
    - (i) arrangements about when work is performed;
    - (ii) overtime rates;
    - (iii) penalty rates;
    - (iv) allowances;
    - (v) leave loading; and
  - (b) the arrangement meets the genuine needs of the employer and employee in relation to 1 or more of the matters mentioned in paragraph (a); and
  - (c) the arrangement is genuinely agreed to by the employer and employee.

- 2.2.2 The employer must ensure that the terms of the individual flexibility arrangement:
- (a) are about permitted matters under section 172 of the Act; and
  - (b) are not unlawful terms under section 194 of the Act; and
  - (c) result in the employee being better off overall than the employee would be if no arrangement was made.
- 2.2.3 The employer must ensure that the individual flexibility arrangement:
- (a) is in writing; and
  - (b) includes the name of the employer and employee; and
  - (c) is signed by the employer and employee and if the employee is under 18 years of age, signed by a parent or guardian of the employee; and
  - (d) includes details of:
    - (i) the terms of the Enterprise Agreement that will be varied by the arrangement; and
    - (ii) how the arrangement will vary the effect of the terms; and
    - (iii) how the employee will be better off overall in relation to the terms and conditions of his or her employment as a result of the arrangement; and
  - (e) states the day on which the arrangement commences.
- 2.2.4 The employer must give the employee a copy of the individual flexibility arrangement within 14 days after it is agreed to.
- 2.2.5 The employer or employee may terminate the individual flexibility arrangement:
- (a) by giving no more than 28 days written notice to the other party to the arrangement; or
  - (b) if the employer and employee agree in writing — at any time.

## **PART 3 - COMMUNICATION, CONSULTATION AND DISPUTE RESOLUTION**

### **3.1 Existing Industrial Relations Structures**

The Parties to the Agreement recognise that the existing industrial relations structures, which involve an open and consultative approach to collective bargaining, will positively benefit the employer and staff generally.

### **3.2 Local Consultative Committee**

- 3.2.1 An enterprise-based committee, the Local Consultative Committee (LCC), will be established. The Committee will comprise employees, the ANMF and Management representatives as required, and any other party as agreed.
- 3.2.2 The LCC will meet on at least a quarterly basis or otherwise as agreed.
- 3.2.3 LCC meetings will continue to be held in March, June, September and December of each year.

3.2.4 The LCC role will be to:

- (a) Oversee the implementation and evaluation of the Agreement;
- (b) Ensure staff are educated and informed in relation to this Agreement;
- (c) Be representatives during enterprise bargaining negotiations; and
- (d) Work to maintain a co-operative and consultative workplace culture.

3.2.5 At the first meeting of the LCC Terms of Reference will be develop which will include process for drawing up agendas, keeping minutes and end ensuring the implementation of agreed outcomes.

3.2.6 Representatives on the LCC and enterprise bargaining committee will be paid ordinary rates for time spent preparing for and participating in these meetings.

### **3.3 Workload Management Strategies**

3.3.1 The parties to this Agreement acknowledge that staff and management in the Hospital have a responsibility to maintain a balanced workload and recognise the adverse effect that excessive or insufficient workloads may have. In addition, the parties to this Agreement acknowledge that all staff and management have a duty to pursue appropriate strategies and work practices in order to identify and eliminate unnecessary tasks.

3.3.2 The parties agree that staff and management should have access to a number of avenues to ensure that as changes or new processes are adopted, consideration will be given to achieving a balanced workload for staff.

3.3.3 Staff and management are encouraged to utilise the following avenues for raising workload issues:

- Consult supervisor or manager
- Raise issues at staff meetings
- Consult relevant executive manager

3.3.4 If the issue is perceived not to have been satisfactorily addressed, it may be referred to the LCC or progressed through the grievance procedure.

3.3.5 The parties agree that a workloads management strategy will be developed and implemented, creating a transparent, effective, and accountable system for managing workloads.

### **3.4 Consultation on Workplace Change**

3.4.1 This term applies if the employer:

- (a) has made a definite decision to introduce a major change to production, program, organisation, structure or technology in relation to its enterprise that is likely to have a significant effect on the employees; or
- (b) proposes to introduce a change to the regular roster or ordinary hours of work of employees.

#### *Major change*

3.4.2 For a major change referred to in clause 3.4.1(a):

- (a) the employer must notify the relevant employees and the Union of the decision to introduce the major change; and
- (b) clauses 3.4.3 to 3.4.7 apply.

- 3.4.3 As soon as practicable after making its decision, the employer must:
- (a) discuss with the relevant employees and the Union:
    - (i) the introduction of the change; and
    - (ii) the effect the change is likely to have on the employees; and
    - (iii) measures the employer is taking to avert or mitigate the adverse effect of the change on the employees; and
  - (b) for the purposes of the discussion—provide, in writing, to the relevant employees and the Union:
    - (i) all relevant information about the change including the nature of the change proposed; and
    - (ii) information about the expected effects of the change on the employees; and
    - (iii) any other matters likely to affect the employees.
- 3.4.4 However, the employer is not required to disclose confidential or commercially sensitive information to the relevant employees and the Union.
- 3.4.5 The employer must give prompt and genuine consideration to matters raised about the major change by the relevant employees and the Union.
- 3.4.6 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 clause 3.4.2(a) and clause 3.4.3 are taken not to apply.
- 3.4.7 In this term, a major change is *likely to have a significant effect on employees* if it results in:
- (a) the termination of the employment of employees; or
  - (b) major change to the composition, operation or size of the employer’s workforce or to the skills required of employees; or
  - (c) the elimination or diminution of job opportunities (including opportunities for promotion or tenure); or
  - (d) the alteration of hours of work; or
  - (e) the need to retrain employees; or
  - (f) the need to relocate employees.

*Change to regular roster or ordinary hours of work*

- 3.4.8 For a change referred to in clause 3.4.1(b):
- (a) the employer must notify the relevant employees and the Union of the proposed change; and
  - (b) clauses 3.4.9 to 3.4.11 apply.
- 3.4.9 As soon as practicable after proposing to introduce the change, the employer must:
- (a) discuss with the relevant employees and the Union the introduction of the change; and
  - (b) for the purposes of the discussion—provide to the relevant employees:
    - (i) all relevant information about the change, including the nature of the change; and

- (ii) information about what the employer reasonably believes will be the effects of the change on the employees; and
  - (iii) information about any other matters that the employer reasonably believes are likely to affect the employees; and
- (c) invite the relevant employees and the Union to give their views about the impact of the change (including any impact in relation to their family or caring responsibilities).

3.4.10 However, the employer is not required to disclose confidential or commercially sensitive information to the relevant employees and the Union.

3.4.11 The employer must give prompt and genuine consideration to matters raised about the change by the relevant employees and the Union.

3.4.12 In this term:

*relevant employees* means the employees who may be affected by a change referred to in clause 3.4.1.

### **3.5 Grievance and Dispute Settling Procedure**

3.5.1 The objectives of this procedure are to:

- (a) promote the prompt resolution of grievances and disputes by consultation, co-operation and discussion;
- (b) reduce the amount of disputation; and
- (c) promote efficiency, effectiveness and equity in the workplace.

3.5.2 The matters to be dealt with in this procedure shall include all grievances or disputes between an employee and the employer in respect of:

- (a) this Agreement;
- (b) the NES;
- (c) any industrial matter; and
- (d) all other matters which the parties agree to be processed under clause 3.5.

Such procedure shall apply to a single employee or to any number of employees.

3.5.3 Stage 1 - In the event of an employee having a grievance or dispute the employee shall in the first instance attempt to resolve the matter with the immediate supervisor, who shall respond to such request if reasonably practicable under the circumstances within 24 hours. Where the dispute concerns alleged actions of the immediate supervisor the employee/s may bypass this level in the procedure.

3.5.4 Stage 2 - If the grievance or dispute is not resolved in Stage 1 the employee or the employee's chosen local representative may refer the matter to the next higher level of management for discussion. Such discussion should if possible, take place within 24 hours after the request by the employee or the employee's representative.

3.5.5 If the grievance or dispute involves allegations of unlawful discrimination by a supervisor, the employee may commence the grievance and dispute settlement procedure by reporting the allegations to the next level of management beyond that of the supervisor concerned. If there is no level of management beyond that involved in the allegation the employee may proceed directly to the process outlined at clause 3.5.7.

- 3.5.6 Stage 3 - If the grievance or dispute is still unresolved at Stage 2 discussions, the matter shall be referred (preferably in writing) by the aggrieved party to the Director of Nursing or equivalent for further discussion. The matter shall be reported to the employee's relevant industrial representative and the relevant senior management of the employer or the employer's nominated industrial representative. This should occur as soon as it is evident that discussions under Stage 2 will not result in resolution of the matter.
- 3.5.7 Stage 4 - If, after discussion between the parties or their nominees mentioned in Stage 3, the matter remains unresolved after the parties have genuinely attempted to achieve a settlement thereof, the matter shall be referred to senior management for decision based on all relevant information and such decision shall be advised to the parties concerned in writing.
- 3.5.8 Stage 5 - If the matter is not resolved by the senior management decision at Stage 4 then notification of the existence of the dispute is to be given to the FWC.
- 3.5.9 The parties agree that FWC may make recommendations following a conciliation conference and that the parties shall give due consideration to matters raised or any suggestion or Recommendation made by the Commission with a view to the prompt settlement of the dispute.
- 3.5.10 If the dispute remains unresolved, the parties agree that the dispute will be arbitrated by the FWC and any Order or Decision of the FWC (subject to the parties' right of appeal under the Act) will be final and binding on all parties to the dispute.
- 3.5.11 If arbitration is necessary, the FWC may exercise the procedural powers in relation to hearings, witnesses, evidence and submissions which are necessary to make the arbitration effective.
- 3.5.12 The parties may be represented in any conciliation and/or arbitration phase.
- 3.5.13 The procedure is to be completed in accordance with the following timeframes unless the parties agree otherwise:
- (a) Stage 1 - Discussion shall not extend beyond 3 days.
  - (b) Stage 2 - Discussion shall not extend beyond 4 days.
  - (c) Stages 3 and 4 - Discussions shall not extend beyond 14 days in total.
- 3.5.14 Whilst all of the above procedure is being followed normal work shall continue except in an instance of a genuine safety issue.
- 3.5.15 The *status quo* existing before the emergence of the grievance or dispute is to continue whilst the above procedure is being followed.
- 3.5.16 Nothing contained herein shall preclude an employee from consulting with the employee's nominated representative.
- 3.5.17 Discussions at any stage of the procedure shall not be unreasonably delayed by any party, subject to acceptance that some matters may be of such complexity or importance that it may take a reasonable period of time for the appropriate response to be made. If genuine discussions are unreasonably delayed or hindered, it shall be open to any party to give notification of a dispute.

## **PART 4 - EMPLOYER AND EMPLOYEES' DUTIES, EMPLOYMENT RELATIONSHIP AND RELATED ARRANGEMENTS**

### **4.1 Employment Categories**

4.1.1 Employees covered by this Agreement shall be advised in writing of their employment category upon appointment. Employment categories are:

- (a) Full-time;
- (b) Part-time (as prescribed in clause 4.2); and
- (c) Casual (as prescribed in clause 4.3).

### **4.2 Part-time Employment**

4.2.1 A part-time employee is an employee who:

- (a) is employed for less than 76 hours per fortnight;
- (b) is rostered for a minimum of 3 hours on any shift or day; and
- (c) subject to Part 7, receives proportionate pay and employment conditions to those of full-time employees.

4.2.2 The ordinary daily working hours of part-time employees shall be worked continuously, excluding meal breaks (i.e. no "split shifts"), unless agreed otherwise between the employer and employee.

4.2.3 At the time of engagement, the employer and the part-time employee will agree in writing the number of ordinary hours of work contracted as usually required and the contract shall reflect an engagement of at least 16 hours per fortnight.

4.2.4 Any agreed amendment to the number of ordinary hours contracted as usually required will be recorded in writing.

4.2.5 A part-time employee's roster may be altered in accordance with clauses 6.5.3 and 6.5.4 (Rosters):

Provided that the agreed number of ordinary hours per fortnight can only be amended in accordance with 4.2.3 and 4.2.4.

4.2.6 All authorised time worked in excess of rostered ordinary hours of work on any day shall be deemed to be overtime and shall be paid as prescribed in clause 6.9.

4.2.7 Part-time employees shall be paid at the rate of 1/38 of the weekly rate of wages prescribed for the appropriate classification. Such employees shall be further entitled to any allowances applicable pursuant to clauses 5.6 (Allowances) and 6.7 (On-call) except in the instance of X-Ray and Radium Allowance where the payment will be based *pro rata* on the number of hours worked in relation to 38 per in any week.

### **4.3 Casual Employment**

4.3.1 A casual employee is an employee who is engaged on an hourly basis for fewer than 76 ordinary hours per fortnight.

4.3.2 Casual employees shall be paid per hour at the rate of the permanent base rate prescribed for the class of work upon which they are engaged plus an additional casual loading of 25%, with a minimum payment as for 2 hours' work in respect of each engagement. Such employees shall be further entitled to *pro rata* payment of any allowance applicable pursuant to clause 5.6 the Agreement, based upon the number of hours worked in relation to 38 per week.

4.3.3 A casual employee's hours of work may be increased or decreased on each engagement:

Provided that the on-call allowance in clause 6.7 shall be payable in full.

#### **4.3A Offers and Requests for Casual Conversion**

Offers and requests for conversion from casual employment to full-time or part-time employment are provided for in the NES.

NOTE: Disputes about offers and requests for conversion from casual employment under the NES are to be dealt with under clause 3.5 – Grievance and Dispute Settling Procedure.

#### **4.4 Incidental or Peripheral Tasks**

Employees are to be available to perform a wider range of duties, including work which is incidental or peripheral to their main task, provided that such duties are not designed to promote de-skilling and provided an employee has the skills or competence to perform such tasks.

#### **4.5 Termination of Employment**

##### **4.5.1 *Statement of employment***

An employer shall, in the event of termination of employment, provide upon request to the employee who has been terminated a written statement specifying the period of employment and the classification or type of work performed by the employee.

##### **4.5.2 *Termination by employer***

(a) An employer may dismiss an employee only if the employee has been given the following notice:

Period of Continuous Service	Period of Notice
Not more than 1 year	1 week
More than 1 year but not more than 3 years	2 weeks
More than 3 years but not more than 5 years	3 weeks
More than 5 years	4 weeks

(b) In addition to the notice in (a) above, employees 45 years old or over and who have completed at least 2 years' continuous service with the employer shall be entitled to an additional week's notice.

(c) Payment in lieu of notice shall be made if the appropriate notice is not given:

Provided that employment may be terminated by part of the period of notice specified and part payment in lieu thereof.

(d) In calculating any payment in lieu of notice the minimum compensation payable to an employee will be at least the total of the amounts the employer would have been liable to pay the employee if the employee's employment had continued until the end of the required notice period. The total must be worked out on the basis of:

- (i) the ordinary working hours to be worked by the employee; and
- (ii) the amounts payable to the employee for the hours including for example allowances, loadings and penalties; and
- (iii) any other amounts payable under the employee's employment contract.

- (e) The period of notice in this clause shall not apply in the case of dismissal for serious misconduct or other grounds that justify instant dismissal, or in the case of a casual employee, or an employee engaged by the hour or day, or an employee engaged for a specific period or tasks.
- (f) Where an employee ceases duty and has accrued credits which have not been utilised under the ADO system, such credits shall be paid to the employee on termination. Where the ADO has been taken in anticipation of credits, any shortfall at the date of termination shall be recovered from the employee. The shortfall may be recovered from any final monies payable to the employee on termination.
- (g) In the absence of mutual agreement between the employer and the employee annual leave or any part of annual leave described in Part 7 of this Agreement shall not be deemed to be or nominated as notice for the purpose of termination of employment.

#### 4.5.3 *Notice of termination by employee*

- (a) An employee (other than a casual) shall give two weeks' notice to the employer of the termination of service.
- (b) If an employee who is at least 18 years old does not give the period of notice required under clause 4.5.3(a), the employer may deduct from wages due to the employee under this agreement an amount that is no more than one week's wages for the employee.
- (c) Any deduction under clause 4.5.3(b) must not be unreasonable in the circumstances.

#### 4.5.4 *Casual employees*

Subject to the requirement to make the minimum payment provided for in clause 4.3.2, the employment of a casual employee may be terminated by giving or receiving of one hour's notice or payment thereof.

#### 4.5.5 *Time off during notice period*

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 for the purpose of seeking other employment. This time off shall be taken at times that are convenient to the employee after consultation with the employer.

### 4.6 **Redundancy**

#### 4.6.1 *Definition*

*Redundancy* has the meaning provided by s.119 of the Act.

#### 4.6.2 *Transfer to lower paid duties*

- (a) Where an employee is transferred to lower paid duties because of redundancy, the employee shall be entitled to the same period of notice of transfer as the employee would have been entitled to if the employee's employment had been terminated under clause 4.5.
- (b) The employer may, at the employer's option, make payment in lieu thereof of an amount equal to the difference between the former amounts the employer would have been liable to pay and the new lower amount the employer is liable to pay the employee for the number of weeks of notice still owing.
- (c) The amounts must be worked out on the basis of:
  - (i) the ordinary working hours to be worked by the employee; and

- (ii) the amounts payable to the employee for the hours including for example, allowances, loadings and penalties; and
- (iii) any other amounts payable under the employee's employment contract.

#### 4.6.3 *Time off during notice period*

- (a) Where a decision has been made to terminate an employee because of redundancy, the 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.
- (b) If the employee has been allowed paid leave for more than one day during the notice period for the purpose of seeking other employment, the employee shall, at the request of the employer, be required to produce proof of attendance at an interview or the employee shall not receive payment for the time absent. For this purpose, a statutory declaration will be sufficient.

#### 4.6.4 *Severance pay*

- (a) In addition to the period of notice prescribed for ordinary termination in clause 4.5.2, an employee whose employment is terminated because of redundancy shall be entitled to the following amounts of severance pay:

Period of Continuous Service	Severance Pay (weeks' pay)
Less than 1 year	nil
1 year but not more than 2 years	4
More than 2 years but not more than 3 years	6
More than 3 years but not more than 4 years	7
More than 4 years but not more than 5 years	8
More than 5 years but not more than 6 years	10
More than 6 years but not more than 7 years	11
More than 7 years but not more than 8 years	13
More than 8 years but not more than 9 years	14
More than 9 years	16

- (b) *Weeks' Pay* means the ordinary time rate of pay for the employee concerned:

Provided that the following amounts are excluded from the calculation of the ordinary time rate of pay: overtime, penalty rates, disability allowances, shift allowances, special rates, fares and travelling time allowances, bonuses and any other ancillary payments.

#### 4.6.5 *Employee leaving during notice*

An employee whose employment is terminated because of redundancy may terminate such employment during the period of notice, and, if so, shall be entitled to the same benefits and payments under this clause had such employee remained with the employer until the expiry of such notice:

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

#### 4.6.6 *Alternative employment*

The employer, in a particular case, may make application to the Commission to have the general severance pay prescription amended if the employer obtains acceptable alternative employment for an employee.

#### 4.6.7 *Employees with less than one year's service*

Clause 4.6 shall not apply to employees with less than one year's continuous service and the general obligation on employers should be no more than to give relevant employees an indication of the impending redundancy at the first reasonable opportunity, and to take such steps as may be reasonable to facilitate the obtaining by the employees of suitable alternative employment.

#### 4.6.8 *Employees exempted*

Clause 4.6 shall not apply:

- (a) where employment is terminated as a consequence of misconduct on the part of the employee; or
- (b) to employees engaged for a specific period of time or for a specific task or task(s); or
- (c) to casual employees.

#### 4.6.9 *Incapacity to pay*

The employer in a particular redundancy case may make application to the Commission to have the general severance pay prescription amended on the basis of the employer's incapacity to pay.

### **PART 5 - WAGES AND WAGE RELATED MATTERS**

#### **5.1 Classifications**

The following definitions of classifications shall apply for the purposes of ascertaining duties and appropriate rates of pay of employees:

**Registered Nurse** means an employee who:

- (a) appears on the Register of Practitioners of the Australian Health Practitioner Regulation Agency as a Registered Nurse (Division 1); and
- (b) is subject to the standards, codes, and guidelines of the NMBA and holds current registration.

**Nurse Practitioner** means a Registered Nurse experienced in their specialty, educated at a minimum Masters Level, and who is endorsed by the NMBA to provide care in an advanced and extended clinical role.

**Nurse Manager** means a Registered Nurse appointed as such who has responsibilities as allocated by the employer for the management of clinical and human resources for a specified group of clinical units or departments and who's responsibilities are greater than those of a Registered Nurse Level 3 Clinical Nurse Consultant. Examples of such streams include management, leadership and clinical.

**Clinical Nurse Consultant** means a Registered Nurse Level 3, appointed as such, who is responsible for the co-ordination of standards of care delivered in a specific patient/client care area, and exercising responsibility in these matters greater than that of a Registered Nurse Level 2.

**Clinical Nurse** means a Registered Nurse Level 2 appointed as such, who identifies, selects, implements, and evaluates nursing interventions that have less predictable outcomes for a specific client population, and functions in more complex situations, providing support and direction to Registered Nurses and/or other personnel.

**Registered Nurse Level 1** means a Registered Nurse appointed as such other than Registered Nurses Levels 2 to 5.

**Enrolled Nurse Grade 1** means an employee who:

- (a) appears on the Register of Practitioners of the Australian Health Practitioner Regulation Agency as an Enrolled Nurse (Division 2);
- (b) is subject to the standards, codes and guidelines of the NMBA and holds current registration; and
- (c) does not hold a Board approved qualification in medicines administration.

***Enrolled Nurse Grade 2*** means an employee who:

- (a) appears on the Register of Practitioners of the Australian Health Practitioner Regulation Agency as an Enrolled Nurse (Division 2); and
- (b) is subject to the standards, codes, and guidelines of the NMBA and holds current registration.

***Assistant Nurse*** means an employee, who is solely required to assist in the performance of nursing duties under the supervision of a Registered Nurse or an Enrolled Nurse.

## 5.2 Role and Job Descriptions

A broad description of the role of each level of career structure is contained within the generic level statements set out in Schedule C. Specific job descriptions are to be developed at the facility for its own specific positions at each of the career structure levels.

## 5.3 Wages

### 5.3.1 *Wage increases*

Wages will be increased as follows during the life of this Agreement:

- 4% effective from the first full pay period commencing on or after 1 July 2023;
- 3% effective from the first full pay period commencing on or after 1 January 2024;
- 3% effective from the first full pay period commencing on or after 1 July 2024; and
- 2% effective from the first full pay period commencing on or after 1 January 2025.

Rates of pay reflecting these increases are contained in Schedule A.

### 5.3.2 *Progression within classification levels*

#### (a) **Full-time employees**

- (i) For all classifications where there is more than one wage point, progression is by annual increments (1976 hours).
- (ii) Upon promotion from one classification to another, or if the employee has advanced to the next wage point by some other method, progression to the next wage point within the new classification must only occur after a further 12 month period from the date of the new appointment. The exception being, if the employee has acted in the higher classification previously, then all prior service acting in that position shall be counted.

#### (b) **Part-time and casual employees**

- (i) For all classifications where there is more than one wage point, progression is by incremental advancement on the completion of 1664 hours or 12 months service, whichever is the later.

- (ii) Upon promotion from one classification to another, or if the employee has advanced to the next wage point by some other method, progression to the next wage point within the new classification must only occur after a further 1664 hours or 12 months continuous service whichever is the later. The exception being, if the employee has acted in the higher classification previously, then all prior service acting in that position shall be counted.

### 5.3.3 *No further wage or labour cost increases*

Apart from the wage increases outlined in this Agreement and employer contributions to employee superannuation as required by the Superannuation Guarantee legislation from time to time, there shall be no other wage or other labour-related cost increase for the life of this Agreement.

### 5.3.4 *Accelerated advancement - Registered Nurses*

A Registered Nurse Level 1 shall be entitled to advance once only one grade on that person's first employment following registration with the Nursing and Midwifery Board of Australia (NMBA) or its successor, or at any time during that person's employment as a Registered Nurse Level 1, upon one only of the following:

- (a) attainment of an undergraduate degree that leads to registration as a nurse; or
- (b) registration in another branch of nursing or on another nursing register maintained by the NMBA where the employee is working in a position in a particular practice setting which requires the additional registration; or
- (c) successful completion of a post-registration course of at least 12 months' duration where the employee is required to perform the duties of a position to which the course is directly relevant.

Such advancement in grade shall be operative from the next pay day after official proof of successful completion of the course or registration matters in clauses 5.3.4(a), (b) or (c) has been produced by the employee.

- (d) A Registered Nurse Level 1 whose current rate of pay includes the advancement provided for in clause 5.3.4 shall not be entitled to further advancement under clause 5.3.
- (e) A Registered Nurse Level 1 shall not retain an entitlement to advancement in grade pursuant to clause 5.3.4(b) if that nurse is no longer working in a position for which such additional registration is a requirement.
- (f) A Registered Nurse Level 1 shall not retain an entitlement to advancement in grade pursuant to clause 5.3.4(c) if that nurse is no longer working in a position for which such post-registration course is directly relevant.

### 5.3.5 *Accelerated advancement - Enrolled Nurse*

- (a) Subject to Schedule D to this Agreement, an employee shall be entitled to accelerated advancement by one paypoint:
  - (i) for possession of a post enrolment qualification accredited by an Australian statutory nurse registering authority, or
  - (ii) on completion of a post enrolment course of at least 6 months' duration where such an employee is required to perform duties of a position to which such training is directly relevant:

Provided that an employee who has already been advanced one paypoint under Schedule D, shall not be entitled to further advancement under clause 5.3.5.

- (b) An employee who has advanced in accordance with clause 5.3.5(a) shall not be entitled to further accelerated advancement pursuant to clause 5.3.
- (c) An Enrolled Nurse shall not retain an entitlement to advancement in grade pursuant to clause 5.3.5(a) if that nurse is no longer working in a position for which such qualification is directly relevant.

#### **5.4 Experience to Count**

- 5.4.1 For the purpose of determining the rate of wages payable by reference to the grade/paypoint of any employee, an employee shall be given credit for all previous continuous nursing service:

Provided that previous nursing service shall include time spent in obtaining additional nursing certificates other than the General Nursing Certificate:

Provided further that a part-time or casual employee shall be required to complete 1664 hours or 12 months service, whichever is the later, from the time of their first appointment, enrolment or registration or of their last increment before being eligible for the next increment provided that such next pay increment shall be operative from the next pay after the increment is earned.

- 5.4.2 In calculating continuous nursing service for the purpose of clause 5.4, any period of service (other than time spent as a nursing employee on full-pay in obtaining additional nursing certificates) prior to an absence of over 5 years from nursing duties covered by a relevant nursing Agreement or relevant nursing agreement shall not be taken into account:

Provided further that the onus of proof of previous experience shall be on the employee.

- 5.4.3 Any employee unable to provide proof of previous experience within 4 weeks of engagement, will be paid at the appropriate rate of pay for the first year of service or the year to which proof of experience is provided for the class of employee so appointed. Wages shall continue at this rate of pay until proof of previous experience is provided to the employer or until such time as service has been accumulated to warrant payment at a higher rate. Where proof of previous experience is not provided within 4 weeks of engagement, wages will continue to be paid at that rate of pay until such time as further proof of previous experience is provided to the employer and only then will the higher rate become payable from the date supplied.

Subject to proof of previous experience being provided within 4 weeks, the employer will adjust previous payments back to the date of commencement.

The employee may seek co-operation of their representative to assist in obtaining or establishing such proof of previous experience still outstanding.

- 5.4.4 On termination of employment each employee shall be given a certificate signed and dated by the Registered Nurse Level 5 or other person authorised by management setting out the duration of employment at that facility, capacity of employment, details of any advancement (or reversal of advancement) in grade/pay point pursuant to clause 5.3.4 and 5.3.5 (Accelerated Advancement), and in the instance of part-time and casual employees, the total hours worked.

#### **5.5 Payment of Wages**

- 5.5.1 All employees shall be paid either weekly or fortnightly by electronic funds transfer provided there is reasonable geographical access to a facility which enables the employee to withdraw some or all of their wages on the usual pay day. Any alternative arrangement of paying wages shall be at the discretion of the employer.

5.5.2 If a public holiday falls on the normal payroll processing day, payment of pay may be delayed by up to one day.

## **5.6 Allowances**

### **5.6.1 *In charge of shift allowance***

- (a) A Registered Nurse Level 1 required to be in charge of a shift shall be paid an additional allowance per shift as per Schedule B.
- (b) This allowance shall be included in the calculation of superannuation contributions.

### **5.6.2 *Special duty***

- (a) *One week or more* - If any employee is called upon to perform special duties or to relieve another employee on a classification for which a higher rate of pay than they are receiving is fixed by this Agreement, provided the period of performing such duties or such relieving work is one week or more, they shall be paid such higher rate for the whole of such period.
- (b) *Less than one week* - Any employee required (for at least 5 hours on any shift but less than one week) to relieve another employee on a higher classification for which a higher rate of pay than they are receiving is fixed by this Agreement, shall be paid per shift extra as per Schedule B.

### **5.6.3 *Nursing qualification allowance***

- (a) An employee, other than a casual employee, may be eligible to receive the following qualifications allowance on ordinary base earnings, subject to satisfaction of the criteria set out in this clause. Please note these qualifications do not cover basic Registered Nurse qualifications.
  - (i) Post Graduate Certificate/Diploma or Degree (other than nursing undergraduate degree)  
—
  - (ii) Masters or PhDThe allowances are as per Schedule B.
- (b) The allowance is payable to an employee who holds a post registration qualification (other than nursing undergraduate degree) from a course which is of at least two academic semesters duration or equivalent as approved by the employer.
- (c) The allowance is only payable to the employee while they undertake responsibilities that are directly relevant to the role performed.
- (d) Where an employee holds two or more relevant qualifications, the allowance is only payable in respect of one qualification. If the employee holds one qualification of a higher level, that qualification will only be paid to the exclusion of the lower qualification.
- (e) Employees who believe they may be eligible for payment of a qualification allowance shall make application to the Director of Nursing. Applicants shall be required to provide appropriate supporting documentation attesting to their qualifications. Eligibility will be determined by the Director. In determining eligibility for the qualifications allowance, the Director may also consider qualifications that do not meet the criteria of clause 5.6.3(b).
- (f) Any disputes arising from this process shall be dealt with in accordance with clause 3.5 (Grievance and Dispute Settling Procedure).

#### 5.6.4 *Uniform allowance*

- (a) The employer will provide employees with uniforms on the following basis:

<b>Hours worked per fortnight</b>	<b>Number of uniform sets</b>
74-76	5
64-73	4
48-63	3
32-47	2
Up to 31	1

- (b) For the purposes of this clause, a uniform set consists of one top and one bottom.
- (c) One vest or jacket/cardigan/jumper will also be provided to each employee.
- (d) Casual employees working more frequent shifts fortnightly over a period of 2 consecutive months may request a uniform allocation within the allocation 48-63 or 32-47 fortnightly hours above.
- (e) New uniforms will only be provided after a minimum period of 24 months except where exceptional circumstances prevail. Exceptional circumstances will be assessed on an individual basis by the Director of Nursing. Generally, replacement issues arising within 24 months will only be provided where more than 2 uniform sets have been damaged beyond reasonable wear, either through documented patient issues or a documented work incident.
- (f) Uniforms will only be procured through the employer's prescribed process with the employer's nominated supplier. Any procurement by an employee outside authorized processes will be at the employee's expense. Additional items of uniform outside those prescribed by this clause may be ordered by the employee at the employee's cost.
- (g) All items of uniform issued by the employer to an employee must be returned when issued with replacement uniforms or on cessation of an employee's employment before the processing of the employee's final pay and documentation.

#### 5.6.5 *X-ray and radium allowance*

Any nurse whose duty requires them to use or assist in using x-ray apparatus or radium shall be entitled to the x-ray allowance at the rate per shift specified in Schedule B.

#### 5.6.6 *Travelling, transport and fares*

- (a) An employee required and authorized to use their own motor vehicle in the course of their duties will be paid an allowance of \$0.96 per kilometre.
- (b) When an employee is involved in travelling on duty, if the employer cannot provide the appropriate transport, all reasonably incurred expenses in respect to fares, meals and accommodation will be met by the employer on production of receipted account(s) or other evidence acceptable to the employer.
- (c) Provided further that the employee will not be entitled to reimbursement for expenses referred to in clause 5.6.6(b) which exceed the mode of transport, meals or the standard of accommodation agreed with the employer for these purposes.

## **5.7 Superannuation**

- 5.7.1 The employer will make superannuation contributions to a superannuation fund for the benefit of an employee as will avoid the employer being required to pay the superannuation guarantee charge under superannuation legislation with respect to that employee.
- 5.7.2 If an employee is participating in a salary sacrifice arrangement the employer contribution will be calculated on the employee's pre-tax ordinary time earnings as defined by the *Superannuation Guarantee (Administration) Act 1992* (Cth) which the employee would receive if not taking part in a salary sacrificing arrangement. No part of an employee's contribution, including through salary sacrifice arrangements, can be used to reduce the employer's minimum contribution.
- 5.7.3 Employees will be provided with the opportunity to nominate their choice of superannuation fund. Where the employee neglects to nominate a chosen superannuation fund, the Default Fund will be the Health Employees Superannuation Trust of Australia (HESTA).
- 5.7.4 The employer will ensure both employer and employee contributions will be paid into the applicable fund on at least a monthly basis.
- 5.7.5 Superannuation contributions will continue to be made whilst an employee is on paid leave approved by the employer and whilst the employee is on WorkCover.

## **5.8 Salary Packaging Arrangements**

- 5.8.1 St Andrew's Toowoomba Hospital is able to provide salary packaging to all employees, except casuals, to provide a tax-free benefit to increase net pay. Eligible employees can package a maximum as provided by the Australian Taxation Office per FBT year (1 April to 31 March).
- 5.8.2 The types of benefits that can be packaged include:
- Mortgage/rental payments on your primary dwelling
  - Regular personal loan repayments
  - Novated vehicle leases
  - Insurance
  - Educational Fees
  - Credit card repayments by reimbursement
  - Motor Vehicle Expenses (e.g. Registration)
  - Utilities
  - Private Travel
  - Household living expenses
  - Third party expenses up to \$1000 e.g. groceries
- 5.8.3 Fortnightly packaging fees do apply and it is strongly recommended an individual obtains financial advice prior to commencing salary packaging.
- 5.8.4 A written salary packaging agreement will be entered into between St Andrew's and the employee in accordance with ATO guidelines.
- 5.8.5 Further details on packaging arrangements are available from the provider, RemServ.

## **PART 6 - HOURS OF WORK, BREAKS, OVERTIME, SHIFT WORK, WEEKEND WORK**

### **6.1 Hours of Work**

- 6.1.1 Subject to the exceptions hereinafter provided, the ordinary hours of work shall be an average of 38 per week.
- 6.1.2 In the case of a day worker, the ordinary hours of work will be worked between 6.00am and 6.00pm, Monday to Friday.
- 6.1.3 The ordinary working hours of all employees shall not exceed 10 hours per day exclusive of meal breaks and shall be worked within a spread of 12 hours calculated from the commencing time.

#### **6.1.4 *Method of implementation***

Different methods of implementation of the 38 hour week may apply to individual employees, or groups or sections of employees in a facility.

#### **6.1.5 *8 hour day and accrual of time off***

Subject to the provisions of clause 6.5, employees may agree that the ordinary hours of work may be 8 per day or may exceed 8 on any day, thus enabling accrual of time off at ordinary time rate of pay on one or more than one work day during a particular work cycle.

#### **6.1.6 *Accumulation of accrued days off (ADOs)***

The employer and the majority of employees affected, may agree to accumulate up to a maximum of 5 accrued days off ADOs. Where such agreement has been reached, the Accrued Days Off shall be taken within 12 calendar months of the date on which the first ADO was accrued. Consent to accumulate ADOs shall not be unreasonably withheld by either party.

### **6.2 38 Hour Week - Procedures for Enterprise Level Discussions**

- 6.2.1 The employer shall consult with and give reasonable consideration to the wishes of employees over the most appropriate means of implementing and working a 38 hour week.
- 6.2.2 The objective of such consultation shall be to reach agreement on the method of implementing and working the 38 hour week in accordance with clause 6.2.
- 6.2.3 The outcome of such consultation shall be recorded in writing.
- 6.2.4 In cases where agreement cannot be reached as a result of consultation between the parties, either party may request the assistance or advice of their relevant employee or employer organisation.
- 6.2.5 Notwithstanding the consultative procedures outlined above, and notwithstanding any lack of agreement by employees, the employer shall have the right to make the final determination as to the method by which the 38 hour is implemented or worked from time to time.
- 6.2.6 After implementation of the 38 hour week, upon giving 7 days' notice or such shorter period as may be mutually agreed upon, the method of working the 38 hour week may be altered, from time to time, following negotiations between the employer and employees concerned utilising the foregoing provisions.

### 6.3 Extra Payment for Weekend Work

6.3.1 All rostered ordinary hours worked by any employee between Midnight Friday and Midnight Sunday up to and including 10 ordinary hours in any one shift shall be paid for at the rate of ordinary time plus the additional percentage of the employee's ordinary time rate as follows:

Midnight Friday to Midnight Saturday	50%
Midnight Saturday to Midnight Sunday	100%

6.3.2 All time worked by an employee during the above weekend period in excess of ordinary hours in any one shift shall be paid at the appropriate overtime rate in lieu of the above additional percentages.

6.3.3 In the instance of a casual employee the weekend penalty prescribed herein shall be calculated on the relevant rate of pay exclusive of the casual loading.

### 6.4 Shift Work - Extra Payment for Afternoon and Night Shifts

6.4.1 Subject to clauses 6.4.3 and 6.4.4 shift workers shall be paid in addition to their ordinary rate a shift allowance as specified for each shift of ordinary hours as follows:

(a) Afternoon shift	12.5%
(b) Night shift	20%

6.4.2 For the purpose of clause 6.4 an **afternoon shift** is a shift, other than a night shift as defined herein, commencing at or after 11.00 a.m.; a **night shift** is a shift commencing at or after 6.00 p.m. or before 7.30 a.m. the following day, the major portion of which is worked between 6.00 p.m. and 7.30 a.m.

6.4.3 In the instance of a casual employee the shift allowance prescribed herein shall be calculated on the relevant rate of pay exclusive of the casual loading.

6.4.4 The shift allowance prescribed herein shall not apply to shift work performed by any employee on Saturday or Sunday where the extra payments prescribed by clause 6.3.1 apply.

### 6.5 Rosters

6.5.1 All employees shall work in accordance with a fortnightly roster to be agreed from time to time between the employer and a majority of employees in any workplace or part thereof.

6.5.2 The roster shall set out the employees' periods of duty and the starting and finishing times for such periods shall be displayed in a place conveniently accessible to employees at least 14 days before the commencement of each fortnight.

6.5.3 Unless the employer otherwise agrees, an employee desiring to change roster shall give the employer 7 days' notice of the desired roster change except where the employee is ill or in an emergency.

6.5.4 Unless the employee/s otherwise agree, an employer desiring to change a roster/s shall give the employee/s at least 14 days' notice unless the change is necessary to meet unforeseen fluctuations in patient demand for services, or where another employee is absent from duty on account of illness or an emergency.

6.5.5 Subject to unforeseen circumstances, each employee shall be allowed 4 whole days free from rostered work in each fortnight.

6.5.6 An employee's roster may provide for any one of the following combinations of days free from rostered work in each fortnight:

- (a) 2 periods comprising 2 days each or 3 consecutive days and one stand-alone day, or one period of 4 consecutive days:

Provided any one of these combinations may be amended to enable 2 single days free from rostered work if requested in writing by the employee.

- (b) The days free from rostered duty to be enjoyed by full-time employees working shifts longer than 8 hours and/or shorter than 8 hours on any day shall be enjoyed in a period or periods no less favourable than those set out in clause 6.5.6 for other full-time employees.

6.5.7 Inclusion of a casual employee in any roster shall be deemed to be notice of likely hours of employment during the roster period and shall not be deemed to be a guarantee of employment for those hours.

#### 6.5.8 ***Handover time***

At the commencement or cessation of any nursing shift, there will be provision for handover between the outgoing and the incoming nursing personnel so as to provide sufficient time for the carrying out of duties which may include the reading of patient charts, the clarification of any patients care issues from off-going staff.

### **6.6 Rest Between Periods of Rostered Work**

6.6.1 An employee shall be allowed a break of not less than 10 hours between the termination of one shift and the commencement of another.

6.6.2 The 10 hour break may be reduced by agreement between the employer and the employee in circumstances where they are of the opinion the employee will not be unduly fatigued and the employee's professional competence will not be adversely affected. The agreement must be in writing and must specify the time period for which it applies e.g., for 1 shift or for 3 months.

6.6.3 Clause 6.6.2 shall not apply in the instance of an employee rostered to work following a 10 hour shift.

NOTE: See also clause 6.9.6 (Break after overtime).

### **6.7 On-Call**

6.7.1 The provisions hereunder apply to employees who are rostered to be on-call at their private residence, or at any other mutually agreed place.

- (a) An employee rostered to be on-call shall receive an additional amount for each 24 hour period or part thereof as specified in Schedule B.

- (b) Payment shall be calculated by reference to the calendar day on which the major portion of the on-call period falls.

- (c) If an employee rostered to be on-call is recalled to work at the hospital, such work shall be remunerated at the appropriate overtime rate, in addition to the rates prescribed in clause 6.7.1(a). A minimum payment of 3 hours at the appropriate overtime rate shall be paid, provided that except in the case of unforeseen circumstances arising, the employee shall not be required to work for 3 hours if the work for which the employee was required, and any associated duty is completed within a shorter prior. Entitlement to such remuneration shall commence from the time the employee starts work.

- (d) An employee who is recalled to work at the hospital shall be provided with transport to and from their home or shall be refunded the cost of such transport.

Provided that where an employee is required to work within 3 hours of commencing normal duty and the employee remains at work, the employee shall be provided with transport from their home to the hospital or shall be refunded the cost of such transport.

- (e) An employee who is required to be on-call and who is required to perform work by the employer via telephone or other electronic communication away from the workplace will be paid at the appropriate overtime rate for a minimum of one hour's work. Multiple electronic requests made and concluded within the same hour shall be compensated within the same one hour's overtime payment. Time worked beyond one hour will be rounded to the nearest 15 minutes.
- (f) An employee placed on-call is required to remain at their private residence or at any other mutually agreed place as will enable the employer to readily contact them during the hours for which they have been placed on-call or shall be provided by the employer with an electronic or other device by which the employee can be contacted.
- (g) An employee on-call who usually lives out and who is required to remain on close call within the hospital precincts shall be provided free of charge with board and lodging, in addition to any allowances payable pursuant to clause 6.7.1.
- (h) The provisions of clause 6.9.6 (Break after overtime) shall not apply when an employee has actually worked less than 2 hours on one or more call-outs.

#### 6.7.2 ***On-call extra annual leave***

- (a) A full-time or part-time employee who is rostered on-call on 50 or more occasions in a calendar year is entitled to 38 hours of paid annual leave.
- (b) Instead of the entitlement provided for in clause 6.7.2(a), a full-time or part-time employee who is rostered on-call on 100 or more occasions in a calendar year is entitled to 76 hours of paid annual leave.
- (c) Annual leave loading does not apply.
- (d) ***Occasion*** means each 24 hour period or part thereof.
- (e) Additional annual leave under clause 6.7.2 will be credited to an employee's leave balance by 31 March each year in respect of the preceding calendar year. Where an employee's employment terminates before the end of a calendar year, the employee's entitlement to additional annual leave will be calculated on a pro rata basis and paid out as part of the final pay.
- (f) The provisions of clause 6.7.2 will not apply to an employee who meets the definition of a shift worker under clause 7.1.2.

#### 6.8 **Recall**

The following provisions shall apply to employees who are not rostered to be on-call, but who are recalled to work:

- (a) An employee who is recalled to work at the hospital shall be paid at the appropriate overtime rate, with a minimum of 3 hours, provided that the time spent travelling to and from the place of duty shall be deemed to be time worked:

Provided that where an employee is recalled within 3 hours of rostered commencement time, and the employee remains at work, only time spent in travelling to work shall be included with actual time worked for the purpose of overtime payment.

- (b) Except in the case of unforeseen circumstances arising, an employee who is recalled to duty shall not be obliged to work for 3 hours if the work for which the employee was recalled, and any associated duty is completed within a shorter period.
- (c) If an employee is recalled to work at the hospital the employee shall be provided with transport to and from their home or shall be refunded the cost of such transport:

Provided that where an employee is recalled to work within 3 hours of commencing normal duty and the employee remains at work, the employee shall be provided with transport from their home to the hospital or shall be refunded the cost of such transport.

- (d) An employee who is not required to be on-call and who is required to perform work by the employer via telephone or other electronic communication away from the workplace will be paid at the appropriate overtime rate for a minimum of one hour's work. Multiple electronic requests made and concluded within the same hour shall be compensated within the same one hour's overtime payment. Time worked beyond one hour will be rounded to the nearest 15 minutes.
- (e) The provisions of clause 6.9.6 (Break after overtime) shall not apply when an employee has actually worked less than 2 hours on one or more call-outs.

## 6.9 Overtime

6.9.1 An employee may be required to work reasonable overtime.

6.9.2 Except in an emergency, no employee shall work overtime unless instructed to do so by a person authorised to so instruct.

### 6.9.3 *Overtime penalty rate*

- (a) All authorised time worked in excess of rostered ordinary hours of work on any day shall be deemed to be overtime and shall be paid at the following rates:
  - (i) For all authorised overtime on Monday to Friday inclusive, payment shall be made at the rate of time and a-half for the first 3 hours and double time thereafter.
  - (ii) For all authorised overtime on a Saturday or Sunday, payment shall be made at the rate of double time.
  - (iii) For all authorised overtime on a public holiday, payment shall be made at the rate of double time and a half.

Provided that an employee works at least 8 hours on that shift or more than 76 hours in a fortnight.

- (b) In the instance of a casual employee the overtime penalties prescribed herein shall be calculated on the relevant rate of pay exclusive of the casual loading.
- (c) **Reasonable Working Hours** -Except by mutual agreement, no nurse shall work more than 2 hours overtime in any one day, or 8 hours overtime in any 5 consecutive days.

#### 6.9.4 *Alternative compensation – time off in lieu (TOIL)*

Subject to the prior approval of the employer an employee may elect to be compensated for overtime worked either by payment pursuant to clause 6.9.3 or by grant of time off duty at a time to be mutually agreed for a period equivalent to the period of the time spent working in excess of rostered hours of work computed at overtime rates in accordance clause 6.9.3, provided that:

- (a) All time off in lieu (TOIL) shall be accrued at the equivalent overtime penalty rate.
- (b) In computing overtime for the purposes of time in lieu each period of overtime shall stand alone.
- (c) No employee shall be allowed to accumulate more than 24 hours credit towards time-off under clause 6.9.4.

The employer shall maintain an appropriate record of hours accumulated and taken off duty by each employee under clause 6.9.4.

#### 6.9.5 *Overtime meal*

An employee who is required to continue to work after the usual ceasing time shall be supplied with a reasonable meal at the employer's expense or be paid the allowance specified in Schedule B per meal in lieu thereof, after more than 2 hours. If an employee continues to so work the employee shall be allowed an additional meal or the allowance in lieu thereof for each completed 4 hours work after the first hour.

#### 6.9.6 *Break after overtime*

An employee who works so much overtime between the termination of their ordinary work on the one day and the commencement of their ordinary work on the next day that they have not had at least 10 consecutive hours off duty between those times (i.e. the cessation of work on the one day and the commencement of work on the next day), shall, subject to clause 6.9.6(a), be released after completion of such overtime until they have had 10 consecutive hours off duty without loss of pay for ordinary working time occurring during such absence.

- (a) If, on the instructions of their employer, such an employee resumes or continues work without having had 10 consecutive hours off duty they shall be paid double rates until they are released from duty for such period, and such employee shall then be entitled to be absent until they have had 10 consecutive hours off duty without loss of pay for ordinary working time occurring during such absence.
- (b) With the exception of employees rostered to work following a 10 hour shift, the provisions of clause 6.9.6 shall apply in the case of shift workers who rotate from one shift to another as if 8 hours were substituted for 10 hours when overtime is worked:
  - (i) to satisfy operating theatre staffing requirements; or
  - (ii) to permit changes of shift rosters; or
  - (iii) by agreement between the employer and the employee in circumstances where they are of the opinion the employee will not be unduly fatigued and the employee's professional competence will not be adversely affected.

## **6.10 External Transfer Duty**

6.10.1 ***With patient*** - An employee required to travel with a patient on external transfer duty shall be paid at the appropriate ordinary or overtime rate for all time the patient is under the employee's care.

### **6.10.2 *Without patient***

- (a) When travelling to commence or returning from external transfer duty without a patient during what would normally have been the employee's rostered hours an employee shall be paid for maximum of 12 hours out of every 24 hours at ordinary rates.
- (b) When travelling or returning on a day not rostered for duty such employee shall be paid for a maximum of 12 hours out of every 24 hours at ordinary rates provided that the employee shall be granted in addition a day off in lieu or an additional day added to the employee's next annual leave:

Provided further that where such duty does not exceed 3 hours, the employee shall be paid for 3 hours at the appropriate overtime rate only:

Provided also that payment under clause 6.10.2 shall not exceed that calculated by reference to the soonest and most direct return route made available to the employee by the employer.

6.10.3 ***Meals*** – Where a meal is not supplied by the employer, a meal allowance will be paid as per Schedule B.

## **6.11 Meal Breaks**

6.11.1 Where an employee is rostered to work at least 6 hours continuously the employee shall be entitled to a meal break of not less than 30 minutes between the fourth and sixth hour after the commencement of duty, and thereafter at intervals of no more than 6 hours.

6.11.2 Except as provided in clause 6.11.3 double time shall be paid for all work done during meal breaks and thereafter in that shift until a meal break is taken.

6.11.3 Payment at double time will be made in accordance with clause 6.11.2 when an employee has, within the 6 hour period referred to in clause 6.11.1 above, informed their immediate supervisor or other appropriate management representative that they are unable to take a meal break, and they have received authorisation from that person to work through the meal break and/or beyond the sixth hour without a meal break. In order to qualify for double time payment under clause 6.11.3 an employee's inability to take a meal break must be for reasons other than to suit an employee's own particular requirements:

Provided that clauses 6.11.2 and 6.11.3 do not apply to Registered Nurses Level 3 as these employees are to organise their work time so that a meal break is taken at an appropriate time.

## **6.12 Rest Pauses**

6.12.1 Every employee shall be entitled to a rest pause of not less than 10 minutes' duration within each completed period of 4 ordinary hours of work at a time to be agreed between the employer and the employee.

6.12.2 Notwithstanding the above, and at the discretion of the employer, the period of 2 rest pauses may be combined to provide one 20 minute rest pause in the first half of the ordinary period of work.

### **6.13 Use of Available Working Time**

All employees shall observe the nominated starting and finishing times for the work day, including designated meal breaks and rest pauses, to maximise available working time. Preparation for work and for travel home at the completion of work shall be in the employee's time.

### **6.14 Voluntary 12 Hour Shifts**

During the life of this Agreement staff may elect to work a 12 hour shift arrangement in their units. For an arrangement to be introduced the following must occur:

#### **6.14.1 Majority of Unit Consent to 12 hour trial**

- (a) A majority of employees within the unit must agree that 12 hour shifts will operate in their unit.
- (b) Even though a majority may agree to trial 12 hour shifts, only those who volunteer to work 12 hour shifts will be rostered 12 hour shifts.
- (c) The LCC must be notified of the trial.
- (d) All of the conditions specified in Schedule E must be complied with.
- (e) The LCC will assess the effectiveness and impact of 12 hours shifts.

### **6.15 Requests for Flexible Working Arrangements**

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

NOTE: Disputes about requests for flexible working arrangements may be dealt with under clause 3.5 (Grievance and Dispute Settling Procedure) and/or section 65B of the Act.

## **PART 7 - LEAVE OF ABSENCE AND PUBLIC HOLIDAYS**

### **7.1 Annual Leave (5 weeks/6 weeks)**

7.1.1 An employee, other than a casual employee, is entitled to 5 weeks of paid annual leave for each year of service. Part-time employees are entitled to 5 weeks of paid leave on a pro-rata basis.

#### **7.1.2 *Shift Worker – additional annual leave – 6 weeks***

- (a) In addition to the entitlement specified in 7.1.1, a shift worker is entitled to an additional week of leave, i.e. 6 weeks of paid annual leave for each year of service.
- (b) For the purposes of clause 7.1.2, an employee will be defined as a shift worker where a roster provides 3 shifts per day over a period of 7 days per week and an employee works all 3 shifts (mornings, afternoons and nights), allocated in rotation, and has worked at least 20 rostered night shifts each year.

- (c) The requirements of clause 7.1.2(b) will be applied on a pro rata basis to part-time employees in accordance with the table below:

<b>FTE</b>	<b>No. of Night Shifts</b>	<b>Additional annual leave</b>
0.8	16	4 days
0.7	14	3.5 days
0.6	12	3 days
0.5	10	2.5 days
0.4	8	2 days
0.3	6	1.5 days
0.2	4	1 day

- (d) Where an employee has been available for work during the qualification period and has not met the criteria in 7.1.2(b) due to rostering out of their control, they can request a review for the additional annual leave to be granted on a discretionary basis.
- (e) Additional annual leave under clause 7.1.2 will be credited to an employee's leave balance by 31 March each year in respect of the preceding calendar year. Where an employee's employment terminates before the end of a calendar year, the employee's entitlement to additional annual leave will be calculated on a pro rata basis and paid out as part of the final pay.

### 7.1.3 *Accrual of leave*

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

### 7.1.4 *Taking annual leave*

- (a) Annual leave may be taken for a period agreed between the employee and the employer. The employer must not unreasonably refuse to agree to a request by the employee to take paid annual leave.
- (b) Paid annual leave may be taken in one or more parts provided that 5 days of the entitlement shall be available in single day periods and the remainder shall be available in periods of not less than 1 week.

### 7.1.5 *Annual leave loading*

- (a) In addition to their ordinary pay, an employee, other than a shiftworker, will be paid an annual leave loading of 17.5% of their ordinary pay on a maximum of 152 hours/four weeks annual leave per annum.
- (b) Shiftworkers, in addition to their ordinary pay, will be paid the higher of:
- (h) an annual leave loading of 17.5% of ordinary pay; or
  - (ii) the weekend and shift penalties the employee would have received had they not been on leave during the relevant period.

#### 7.1.6 *Leave debits*

Leave debits will be equivalent to the ordinary hours the employee would have worked had the employee not have been on paid leave. Such leave will therefore be paid and debited on the basis of hours actually taken.

#### 7.1.7 *Employee not to be on paid annual leave at certain times*

An employee is not to be taken to be on paid annual leave on:

- a public holiday
- whilst on any other period of leave

#### 7.1.8 *ADOs and annual leave*

Whilst on annual leave an employee continues to accrue time for the purposes of an ADO as if the employee had been at work. Such accrued time may be taken as additional time in conjunction with the annual leave or be accumulated.

#### 7.1.9 *Christmas closedown*

- (a) Where the employer temporarily closes a department during the Christmas vacation period, an employee may be directed to take paid annual leave during all or part of this period.
- (b) An employee will not be required to take a period of paid annual leave exceeding 10 days (excluding public holidays) under this clause.
- (c) Where an employee does not have sufficient accrued leave for this period, they may be required to take annual leave in advance up to a maximum of 2 weeks. The employer will give not less than 8 weeks' notice of the requirement to take leave under this clause.
- (d) On application by an individual employee, the employer will make reasonable endeavours to redeploy the employee during a Christmas closedown where the employee can establish the existence of exceptional circumstances. Any redeployment will be to an area of need and consistent with the employee's scope of practice.

#### 7.1.10 *Excessive leave accruals: general provision*

NOTE: Clauses 7.1.10 to 7.10.12 contain provisions, additional to the National Employment Standards, about the taking of paid annual leave as a way of dealing with the accrual of excessive paid annual leave. See Part 2.2, Division 6 of the Fair Work Act.

- (a) An employee has an excessive leave accrual if the employee has accrued more than 10 weeks' paid annual leave (or 12 weeks' paid annual leave for a shiftworker, as defined by clause 7.1.2).
- (b) If an employee has an excessive leave accrual, the employer or the employee may seek to confer with the other and genuinely try to reach agreement on how to reduce or eliminate the excessive leave accrual.
- (c) Clause 7.1.11 sets out how an employer may direct an employee who has an excessive leave accrual to take paid annual leave.
- (d) Clause 7.1.12 sets out how an employee who has an excessive leave accrual may require an employer to grant paid annual leave requested by the employee.

**7.1.11 Excessive leave accruals: direction by employer that leave be taken**

- (a) If an employer has genuinely tried to reach agreement with an employee under clause 7.1.10(b) but agreement is not reached (including because the employee refuses to confer), the employer may direct the employee in writing to take one or more periods of paid annual leave.
- (b) However, a direction by the employer under paragraph (a):
  - (i) is of no effect if it would result at any time in the employee's remaining accrued entitlement to paid annual leave being less than 6 weeks when any other paid annual leave arrangements (whether made under clause 7.1.10, 7.1.11 or 7.1.12 or otherwise agreed by the employer and employee) are taken into account; and
  - (ii) must not require the employee to take any period of paid annual leave of less than one week; and
  - (iii) must not require the employee to take a period of paid annual leave beginning less than 8 weeks, or more than 12 months, after the direction is given; and
  - (iv) must not be inconsistent with any leave arrangement agreed by the employer and employee.
- (c) The employee must take paid annual leave in accordance with a direction under paragraph (a) that is in effect.
- (d) An employee to whom a direction has been given under paragraph (a) may request to take a period of paid annual leave as if the direction had not been given.

NOTE 1: Paid annual leave arising from a request mentioned in paragraph (d) may result in the direction ceasing to have effect. See clause 7.1.11(b)(i).

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

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

- (a) If an employee has genuinely tried to reach agreement with an employer under clause 7.1.10(b) but agreement is not reached (including because the employer refuses to confer), the employee may give a written notice to the employer requesting to take one or more periods of paid annual leave.
- (b) However, an employee may only give a notice to the employer under paragraph (a) if:
  - (i) the employee has had an excessive leave accrual for more than 6 months at the time of giving the notice; and
  - (ii) the employee has not been given a direction under clause 31.3(a) that, when any other paid annual leave arrangements (whether made under clause 7.1.10, 7.1.11 or 7.1.12 or otherwise agreed by the employer and employee) are taken into account, would eliminate the employee's excessive leave accrual.
- (c) A notice given by an employee under paragraph (b) must not:
  - (i) if granted, result in the employee's remaining accrued entitlement to paid annual leave being at any time less than 6 weeks when any other paid annual leave arrangements

(whether made under clause 7.1.10, 7.1.11 or 7.1.12 or otherwise agreed by the employer and employee) are taken into account; or

- (ii) provide for the employee to take any period of paid annual leave of less than one week; or
  - (iii) provide for the employee to take a period of paid annual leave beginning less than 8 weeks, or more than 12 months, after the notice is given; or
  - (iv) be inconsistent with any leave arrangement agreed by the employer and employee.
- (d) An employee is not entitled to request by a notice under paragraph (b) more than 5 weeks' paid annual leave (or 6 weeks' paid annual leave for a shiftworker, as defined by clause 7.1.2) in any period of 12 months.
- (e) The employer must grant paid annual leave requested by a notice under paragraph (b).

## **7.2 Public Holidays**

### **7.2.1 Public holidays are:**

- 1 January (New Years Day);
- 26 January (Australia Day);
- Good Friday;
- Easter Saturday;
- Easter Sunday;
- Easter Monday;
- 25 April (Anzac Day);
- Labour Day
- The Birthday of the Sovereign
- Show Day (shall be a day in a district specified and notified);
- 25 December Christmas Day;
- 26 December Boxing Day;
- Any other day, or part day, declared or prescribed by or under a law of a State or Territory to be observed generally within the State or Territory, or a region of the State of Territory, as a public holiday, other than a day or part-day, or a kind of day or part-day, that is excluded by the regulations from counting as a public holiday.

### **7.2.2 *Substituted public holidays under State laws***

If, under (or in accordance with a procedure under) a law of the State, a day or part-day is substituted for a day or part-day that would otherwise be a public holiday because of 7.2.1, then the substituted day or part-day is the public holiday.

### **7.2.3 *Public holiday substitution***

An employer and the employees may, by agreement, substitute another day for a public holiday.

### **7.2.4 *Entitlement to be absent from employment on public holiday***

- (a) An employee is entitled to be absent from his or her employment on a day or part-day that is a public holiday in the place where the employee is based for work purposes.
- (b) However, an employer may request an employee to work on a public holiday if the request is reasonable.

### **7.2.5 *Public holidays not worked***

- (a) All full-time employees will receive a day's ordinary pay for public holidays that occur on their rostered day off except where the public holidays fall on Saturday or Sunday with respect to Monday–Friday employees.
- (b) A part-time employee who is rostered off duty on a public holiday is entitled to be paid for ordinary hours that the employee would usually have worked on that day. To determine whether a part-time employee would usually have worked on a day on which a public holiday falls, a review of the employee's roster over the six months immediately preceding the public holiday will be taken. If the part-time employee has worked 50% or more on the day of the week upon which the particular public holiday falls, then the employee will be entitled to the payment for the ordinary hours that they usually would have worked on that day.

### **7.2.6 *Payment for work done on public holidays***

All work done by an employee during their ordinary shifts on a public holiday, including a substituted day, will be paid at double time of their ordinary rate of pay. Note: Casuals are paid 225% for ordinary hours worked on a public holiday.

### **7.2.7 *Accrued days off falling on public holidays***

Where an employee's accrued day off falls on a public holiday, another day, determined by the employer, will be taken instead within the same four or five week work cycle, where practical.

### **7.2.8 *Additional leave days by mutual agreement***

- (a) In lieu of being paid double time under clause 7.2.6(a), where the employer and employee mutually agree in writing at the time the public holiday is worked, an employee may be paid their ordinary rate of pay for time worked on a public holiday and have the same number of hours worked accrued, to be taken as leave, including in conjunction with a period of annual leave.
- (b) Payment for any days taken as leave, accrued in accordance with clause 7.2.9(a) shall be at the employee's ordinary rate of pay, excluding shift and/or weekend penalties and annual leave loading.
- (c) The taking of any additional days accrued as leave in accordance with 7.2.9(a) shall be by mutual agreement between the employer and employee, provided that such agreement shall not be unreasonably withheld.
- (d) Any untaken additional days accrued as leave in accordance with clause 7.2.9(a)1.1(a) shall be paid out to the employee upon termination of employment.
- (e) Provided that any additional days accrued as leave in accordance with clause 7.2.9(a) shall not be considered annual or personal/carer's leave for any purpose.

## 7.3 Personal/Carer's Leave

### 7.3.1 Sick leave

#### (a) Entitlement

- (i) Every employee, except a casual employee, is entitled to 76 hours paid sick leave for each completed year of their employment with their employer. This entitlement will accrue at the rate of 7.6 hours sick leave after each 5 weeks up to a maximum of 76 hours for each completed year of employment.
- (ii) Payment for sick leave will be made based on the amount the employee would reasonably have expected to be paid by the employer if the employee had worked during that period.
- (iii) Part-time employees accrue sick leave on a proportional basis.
- (iv) Sick leave may be taken for part of a day or shift.
- (v) Sick leave is cumulative, and there is no limit on the amount of leave that can be accrued and an employee is entitled to take any amount of leave that has been accrued.

#### (b) Employee must give notice

The payment of sick leave is subject to the employee promptly advising the employer of the employee's absence and its expected duration.

#### (c) Evidence supporting a claim

When the employee's absence is for more than 2 days the employee is required to give the employer a doctor's certificate, or other reasonably acceptable evidence to the employer's satisfaction, about the nature and approximate duration of the illness.

#### (d) Accumulated sick leave

An employee's accumulated sick leave entitlements are preserved when:

- (i) The employee is absent from work on unpaid leave granted by the employer;
- (ii) The employer or employee terminates the employee's employment and the employee is re-employed within 3 months;
- (iii) The employee's employment is terminated because of illness or injury and the employee is re-employed by the same employer without having been employed in the interim.

The employee accumulates sick leave entitlements whilst absent from work on paid leave granted by the employer.

#### (e) Workers' compensation

Where an employee is in receipt of workers' compensation, the employee is not entitled to payment of sick leave.

- (f) *Procedure for monitoring sick leave usage*
- (i) The parties to this Agreement recognise that absenteeism can create significant difficulties for employers and employees at a workplace. As a consequence, the parties will collaborate on reducing its incidence and agree to a range of initiatives to examine trends and causes.
  - (ii) A hospital may develop a consultative process for the monitoring of sick leave usage across the hospital.
  - (iii) An employer may:
    - (A) monitor sick leave usage at a hospital, ward or other discrete section of the hospital; and
    - (B) introduce human resources procedures for individual employees' counseling where required.
  - (iv) With any process established to monitor sick leave usage confidentiality of individuals will be of utmost importance and principles of natural justice will apply.
  - (v) The above procedure does not operate to withdraw the employer's right to take termination procedures or other disciplinary action against any employee if that employee has been guilty of submitting a false sick leave application form. Similarly, this procedure does not limit the Union's or the employee's right to make a reinstatement application where the employee is dismissed for alleged unsatisfactory attendance.

### 7.3.2 *Carer's leave*

- (a) *Definition*
- (i) Paid carer's leave is leave taken by employee to provide care or support to a member of the employee's immediate family, or support to a member of the employee's immediate family or a member of the employee's household, who requires care or support because of:
    - (A) a personal illness, or injury, of the member; or
    - (B) an unexpected emergency affecting the member.
- (b) *Entitlement*
- (i) An employee is entitled to use any amount of accrued sick leave entitlement as carer's leave.
  - (ii) Payment for carer's leave will be made based on the amount the employee would reasonably have expected to be paid by the employer if the employee had worked during that period.
  - (iii) Part-time employees accrue carer's leave on a proportional basis.
  - (iv) Carer's leave may be taken for part of a day or shift.

- (c) *Employee must give notice.*

The payment of carer's leave is subject to the employee promptly advising the employer of the employee's absence and its expected duration.

- (d) *Evidence supporting a claim*

The employee shall, if required by the employer, establish by production of a medical certificate or statutory declaration that the person concerned had, has, or will have an illness or injury during the period.

### 7.3.3 **Unpaid carer's leave**

- (a) *Definition*

(i) Unpaid carer's leave is leave taken by employee to provide care or support to a member of the employee's immediate family, or support to a member of the employee's immediate family or a member of the employee's household, who requires care or support because of:

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

(B) an unexpected emergency affecting the member.

- (b) *Entitlement*

(i) An employee is entitled to take up to 2 days' unpaid carer's leave on each occasion the employee is required to provide care or support and;

(ii) Only if the employee has exhausted the employee's accrued paid sick or carer's leave entitlement.

- (c) *Employee must give notice.*

The taking of unpaid carer's leave is subject to the employee promptly advising the employer of the employee's absence and its expected duration.

- (d) *Evidence supporting a claim*

The employee shall, if required by the employer, establish by production of a medical certificate or statutory declaration that the person concerned had, has, or will have an illness or injury during the period.

## 7.4 **Long Service Leave**

### 7.4.1 **Entitlement**

(a) From 2 January 1996, upon completion of 10 years of continuous service with the one employer, employees shall be entitled to 13 weeks long service leave with pay. Therefore for all continuous service after the 2nd January 1996 an employee who completes 10 years continuous service shall be entitled to long service leave at the rate of 1.3 weeks on full salary for each year of continuous service and a proportionate amount for an incomplete year of service.

(b) For service prior to the 2nd January 1996, long service leave entitlement shall be as prescribed by the *Industrial Relations Act 1990* as at the 2nd January 1996 except that an employee shall be entitled to take such leave after 10 years of service and as hereafter provided.

#### 7.4.2 **Conditions**

The following provisions shall apply in respect of long service leave:

- (a) An application for leave shall be made in writing, in a form determined by Hospital Management.
- (b) Timely notice of the desire for leave shall be given by the employee. The employee shall be given timely advice of whether or not leave is approved. In the event of any disagreement the employer may require an employee to take a period of long service leave by giving 3 months' notice of the request to take long service leave.
- (c) Leave may be taken up to the total amount of leave due as at the date of commencement of the leave, calculated by:
  - (i) determining the total period of the employee's continuous service having regard to the provisions of these regulations in respect of leave credited for service;
  - (ii) determining the total long service leave entitlement appropriate to that period of continuous service;
  - (iii) deducting from the total entitlement, long service leave previously taken.
- (d) *Long Service Leave – Half Pay* – An employee is also able to opt to take periods of long service at half pay and therefore double the period of leave. E.g. An employee after 10 years who has accrued 13 weeks leave would be entitled to take 6 months leave at half pay. An employee is also able to access half pay leave for shorter periods but not less than the minimum in clause 7.4.2(e).
- (e) The minimum period of long service leave which may be taken at any one time shall be 2 weeks unless an employee initiates a request in writing to take accrued long service leave in single days
- (f) Where an employee becomes ill and is granted sick leave in lieu of long service leave approved, the period of long service leave actually taken shall not be subject to the minimum period requirement set out in clause 7.4.2(e).
- (g) Where an employee is recalled from long service leave, the taking of the balance of the leave originally approved shall not be subject to the minimum period requirement set out in clause 7.4.2(e).

#### 7.4.3 **Eligibility for proportionate payment for long service leave on termination of employee's service**

Payment for long service leave normally occurs on ceasing employment at or after 10 calendar years continuous service. However, a proportionate payment for long service leave can be made for lesser periods of continuous service in the following circumstances:

- (a) Upon retrenchment - 1 year;
- (b) Upon ill health retirement - 5 years;
- (c) Upon retirement within 10 years of attaining age 65 - 5 years;
- (d) Upon death - 5 years.

#### 7.4.4 ***Calculation of amount of payment in lieu of long service leave not taken***

A person who ceases to be an employee and who at the date of ceasing to be an employee has an entitlement to long service leave shall receive a payment in lieu of long service leave not taken.

The calculation of the amount of the payment shall be based on:

- (a) that entitlement; and
- (b) the rate of ordinary wages which the person was receiving at the date of ceasing to be an employee.

#### 7.4.5 ***Casual employees***

Prior to 23rd June, 1990 casuals, as a general rule, were not entitled to accrued long service leave. As from 23rd June, 1990, the *Industrial Relations Act (Qld)* came into force and casual employees were granted an entitlement to long service leave. Put simply, this means casual employee entitlements are as follows:

DATE	ENTITLEMENT
Prior to 23.6.90	No entitlement - Service does not count.
23.6.90 - 30.3.94	Service counts provided at least 32 hours are worked every 4 weeks.
From 30.3.94 onwards	Service counts provided there is no break between casual engagements of more than 3 months.

#### 7.4.6 ***Part-time employees***

- (a) A part-time employee accrues long service leave on a proportionate basis of the entitlement for a full-time employee.
- (b) In determining the length of absence of a part-time employee on long service leave, employees should apply for the number of ordinary hours they would have been at work for the required period. The debit against the balance of accrued leave is to be the actual number of hours absent from duty as described. This principle also applies in the case of employees who have accrued their leave entitlements by working a combination of full-time and part-time employment.

#### 7.4.7 ***Cashing out long service leave***

An employee may elect to cash out a portion of accrued long service leave but at least 6 weeks must be retained as actual leave to be taken.

#### 7.4.8 ***Access to leave after 9 years***

In circumstances where an employee with at least 9 years of continuous service is given notice by the employer of a Christmas closedown under clause 7.1.9 and the employee has 5 days or less of annual leave accrued, the employee may access long service leave of up to 10 days during the closedown period.

### 7.5 **Parental Leave**

Parental leave is provided for in the NES.

## 7.6 Paid Maternity/Adoption Leave

- (a) The parties agree that the employer will provide 12 weeks paid maternity/adoption leave after one calendar year of continuous service either as a full-time employee, or as part-time employee, or as a combination of both.
- (b) Half-pay – an employee may opt to double the amount of paid leave maternity/adoption the employee takes by taking it at half pay.
- (c) The structure of paid maternity/adoption leave is to be negotiated with each individual employee concerned.

## 7.7 Lactation Breaks

In order to assist employees who are wishing to continue breastfeeding upon return to work, the employer will:

- (a) Offer rostered shifts conducive to the needs of the lactating mother;
- (b) Provide access to a suitable room within the facility where privacy is maintained for expressing and breastfeeding; and
- (c) Arrange breaks most suitable for breastfeeding or expressing.

## 7.8 Compassionate Leave

7.8.1 An employee is entitled to 2 days of compassionate leave for each occasion (a *permissible occasion*) when a member of the employee's immediate family or a member of the employee's household:

- (a) contracts or develops a personal illness that poses a serious threat to his or her life; or
- (b) sustains a personal injury that poses a serious threat to his or her life; or
- (c) dies.

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

- (a) 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 clause 7.8.1; or
- (b) after the death of the member of the employee's immediate family or household referred to in clause 7.8.1.

7.8.3 An employee may take compassionate leave for a particular permissible occasion as:

- (a) a single continuous 2 day period; or
- (b) 2 separate periods of 1 day each; or
- (c) any separate periods to which the employee and the employer agree

7.8.4 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.

### 7.8.5 ***Payment for compassionate leave (other than casual employees)***

If 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.

NOTE: for casual employees, compassionate leave is unpaid leave.

7.8.6 The Employer can request that an employee provide reasonable evidence of the illness, injury or death.

7.8.7 Employees should notify their Supervisor/Manager as soon as possible regarding their absence on compassionate leave so that arrangements can be made for the Supervisor/Manager to appropriately delegate the employee's workload.

7.8.8 Supervisors/Managers are responsible for managing the delegation of the employee's workload during the period of their absence.

7.8.9 The employee should complete an Application for Leave form as soon as possible pre or proceeding their period of absence.

## 7.9 **Jury Service**

7.9.1 An employee, other than a casual employee, required to attend for jury service during their ordinary working hours shall be reimbursed by the employer an amount equal to the difference between the amount paid in respect of their attendance for such jury service and the ordinary pay the employee would have been paid if the employee was not absent on jury service.

7.9.2 Alternatively, by agreement, fees (other than meal allowance) received by the employee to attend jury service will be paid to the employer and the employer will continue to pay the employee their ordinary pay for the time the employee was absent on jury service.

7.9.3 Employees shall notify their employer as soon as practicable of the date upon which they are required to attend for jury service and shall provide their employer with proof of such attendance, the duration of such attendance and the amount received in respect thereof.

7.9.4 If the employee is not required to serve on a jury for a day or part of a day after attending for jury service and the employee would ordinarily be working for all or part of the remaining day, the employee must, if practicable, present for work at the earliest reasonable opportunity.

7.9.5 ***Ordinary pay*** means the rate of pay that an employee would normally expect to receive for working ordinary hours on an ordinary day of the week, including any over-Agreement payment. "Ordinary pay" excludes overtime, penalty rates of all types - including those attaching to working ordinary hours (for example) on a Saturday, disability allowances, shift allowances, special rates, fares and travelling time allowances, bonuses and other ancillary payments of a like nature.

## 7.10 **Study Leave**

7.10.1 St Andrew's Toowoomba Hospital is committed to supporting professional development of all staff. All staff are encouraged to apply for Educational Support for tertiary education, training, seminars, or courses (external or internal) that relate to their work. Each application will be individually assessed and granted using the principle of fair and equal access.

7.10.2 When requesting support for paid time and/or payment for costs and expenses associated with undertaking professional development, the SATH Professional Development, Study Leave and Workforce Training Policy and following guidelines are to be followed:

- (a) The employee requesting the support is to complete the application form and provide it to their Department Manager;
- (b) The Manager will assess the application in accordance with the SATH Professional Development, Study Leave and Workforce Training Policy and if agreeable forward to their executive manager/DON/CEO. The SATH Professional Development, Study Leave and Workforce Training Policy and following criteria will be considered when assessing the application:
  - (i) The professional development needs of the employee;
  - (ii) The needs of the business;
  - (iii) The history of support already provided to the employee;
  - (iv) The relevance or application of the request to the current position held by the employee or probable future position/s;
  - (v) The number of employees already approved to attend the same professional development event; and
  - (vi) Staffing needs at the time.
- (c) Reasons for approval or otherwise shall be sent back to the Manager to relay to the employee and handle the administration of the application if approved.
- (d) Subject to the above, approval of applications will not unreasonably be withheld.

### 7.10.3 *Retrospective approval*

Where employees have attended external professional development activities and were unable to get approval or their application completed, prior to attending, retrospective consideration is available. Requests for support should still be submitted as per the steps above.

## 7.11 **Natural Disaster Leave - Floods, Cyclones, Bushfires and Storms**

- 7.11.1 An employee who is prevented from attending the workplace because of floods, cyclonic disturbances, bushfires or severe storms may be granted leave on full pay not deducted from any leave account.
- 7.11.2 An employee is eligible for leave because of floods, cyclonic disturbances, bushfires or severe storms when a government body declares the event a natural disaster and the employee is:
  - (a) prevented from attending the workplace;
  - (b) absent from their usual place of residence on approved leave or during a weekend and are unable to return in sufficient time to attend the workplace;
  - (c) required to return home before the usual ceasing time to ensure personal safety, the protection of their family and property or the availability of transport facilities which may be disrupted or discontinued because of weather or environmental conditions;
  - (d) required, out of necessity, to remain at home to safeguard their family or property; or
  - (e) remaining at home to have temporary repairs effected, restore belongings, clean up etc.

7.11.3 An employee is entitled to the following leave because of floods, cyclonic disturbances, bushfires or severe storms:

- (a) When an employee's absence from duty is less than one working day, necessary leave may be granted for the absence.
- (b) When absences from duty are taken as whole working days, up to a maximum of 2 non-cumulative working days may be granted per calendar year.
- (c) The CEO may consider additional special leave on full salary in exceptional and deserving cases or when an employee is affected by more than one disaster in any one year.

7.11.4 Approval of leave is subject to the CEO being satisfied that the absence is unavoidable or justified.

## **7.12 Leave Without Pay**

Employees may request periods of leave without pay. Periods of leave without pay are not considered to break an employee's continuity of service but accrual of paid leave entitlements cease during the period of leave without pay.

## **7.13 Family and Domestic Violence**

### **7.13.1 Definition**

For the purpose of this clause, family and domestic violence is defined as behaviour by a person towards the employee with whom the person is in a relationship (current or former) that:

- (a) is physically or sexually abusive; or
- (b) is emotionally or psychologically abusive; or
- (c) is economically abusive; or
- (d) is threatening; or
- (e) is coercive; or
- (f) in any other way controls or dominates the employee and causes the employee to fear for the employee's safety or wellbeing or that of someone else.

### **7.13.2 Family and domestic violence leave**

- (a) An employee, including a casual employee, experiencing family and domestic violence is entitled to 10 days per year of paid family and domestic violence leave for the purpose of:
  - (i) attending legal proceedings, counselling, appointments with a medical or legal practitioner;
  - (ii) relocation or making other safety arrangements; or
  - (iii) other activities associated with the experience of family and domestic violence.
- (b) Upon exhaustion of the leave entitlements in clauses 7.13.2(a), employees will be entitled to up to 2 days unpaid family and domestic violence leave on each occasion.
- (c) An employee who supports a person experiencing family violence may take carer's leave to provide such support, such as to accompany them to court, to hospital or to mind children.

### 7.13.3 *Notice and evidentiary requirements*

- (a) The employee shall give his or her employer notice as soon as reasonably practicable of their request to take leave under this clause.
- (b) If leave of more than 2 consecutive days is taken under this clause, and if required by the employer, the employee must provide evidence that would satisfy a reasonable person that the leave is for the purpose as set out in clause 7.13.2. Such evidence may include a document issued by the police service, a court, a doctor (including a medical certificate), community nurse, maternal and child health care nurse, a family violence support service, a lawyer or a statutory declaration.
- (c) The employer must take all reasonable measures to ensure that any personal information provided by the employee to the employer concerning an employee's experience of family and domestic violence is kept confidential.

### 7.13.4 *Other support*

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 any reasonable request from an employee experiencing family violence for the period of crisis for:

- (a) changes to their span of hours or patterns of hours and/or shift patterns;
- (b) job redesign or changes to duties;
- (c) relocation to suitable employment within the organisation;
- (d) a change to their work telephone number or work email address to avoid harassing contact;
- (e) any other appropriate measures including those available under existing provisions for family friends and flexible work arrangements.

## 7.14 **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.

## **PART 8 - TRAINING AND OTHER MATTERS**

### **8.1 Training**

8.1.1 The parties to this Agreement recognise that in order to increase the efficiency and productivity of the enterprise and also the national and international competitiveness of the industry covered by this Agreement, a greater commitment to training and skill development is required. Accordingly, the parties commit themselves to:

- (a) developing a more highly skilled and flexible workforce;
- (b) providing employees with career opportunities through appropriate training to acquire additional skills; and
- (c) removing barriers to the use of skills acquired.

## **8.2 Staff Development**

The employer may provide at least 24 hours per year paid in-service training and/or education and each employee will be required to undertake in their own time a reciprocal period of on-going education or research associated with the acquisition of knowledge and skills relevant to their professional commitment to nursing.

## **8.3 Local Consultative Group Training Leave**

- 8.3.1 Upon application to the employer, an employee shall be granted up to 5 working days leave (non-cumulative) on ordinary pay each calendar year to attend courses and seminars in regard to issues or processes of direct relevance to the matters to be dealt with by local consultative groups involved in enterprise bargaining.
- 8.3.2 The granting of such leave shall be subject to the employer being able to release the employee concerned from duty without unduly affecting the normal operation of the employer's facility.
- 8.3.3 An employer shall not be required to grant any application for such leave which would lead to a total of more than 20 days of such leave being taken in a year.
- 8.3.4 An application for leave pursuant to clause 8.3 should, when possible, be made 8 weeks prior to the date of commencement of the course. If less than 4 weeks' notice is given leave need not be granted.
- 8.3.5 At any one time not more than one employee at any one facility shall be on leave pursuant to clause 8.3 unless otherwise agreed by the employer.
- 8.3.6 For the purposes of clause 8.3, payment is at the ordinary rate only in respect of the days on which the employee (including shift and non-shift workers) would normally have been paid. Ordinary rates for a shift worker means the base Agreement rate excluding penalty rates.
- 8.3.7 Leave of absence granted pursuant to clause 8.3 shall count as service for all purposes.
- 8.3.8 An employee granted leave under clause 8.3 shall provide a report to the relevant local consultative group of which the employee is a member at its next appropriate meeting as to the substance of the training program attended.

## **8.4 Mandatory Training**

All mandatory training must be completed in paid time.

## **8.5 Orientation of Employees**

The employer will ensure that all new employees receive a clear, effective and systematic orientation. The Orientation process is contained within the hospital's policy which will be reviewed through the LCC during the life of the Agreement.

## **8.6 Joint Occupational Health and Safety Committee**

The parties agree to establish a joint occupational health and safety committee to consult on strategies and guidelines designed to improve safety through the introduction of programs centered on preventative education with respect to specific work-related hazards.

## **8.7 Time and Wages Records**

The employer will maintain and retain time and wages records in accordance with the Act.

## **8.8 Car Parking**

- (a) The employer will not impose any cost on employees for car parking.
- (b) A working party will be developed under the LCC to review ways in which to improve access to parking for staff at the hospital.

## **8.9 Employee Assistance Scheme**

The EAS provides confidential short-term counseling support for any personal or work-related issues. The Employee Assistance Scheme (EAS) is available for employees to access free of charge for the first 3 session in any calendar year.

## **8.10 Group Debriefing Sessions**

In addition to EAS, a Nurse Manager has the ability to initiate a group debriefing session following a significant event that warrants such action. Attendance at a group debriefing session is encouraged but not compulsory. Any employee who feels a group debriefing session would be of benefit is encouraged to raise this with the employee's Nurse Manager.

**SCHEDULE A – Wages**

	Rates operative from the first full pay period commencing on or after:							
	1 July 2023		1 January 2024		1 July 2024		1 January 2025	
	4%		3%		3%		2%	
<b>AIN (Assistant Nurse)</b>	<b>FT/PT \$/hr</b>	<b>Casual \$/hr</b>	<b>FT/PT \$/hr</b>	<b>Casual \$/hr</b>	<b>FT/PT \$/hr</b>	<b>Casual \$/hr</b>	<b>FT/PT \$/hr</b>	<b>Casual \$/hr</b>
First Year	31.6093	39.5116	32.5576	40.6970	33.5343	41.9179	34.2050	42.7563
Second Year	32.2604	40.3255	33.2282	41.5353	34.2250	42.7813	34.9095	43.6369
Third Year	32.6945	40.8681	33.6753	42.0941	34.6856	43.3570	35.3793	44.2241
Fourth Year	33.4256	41.7820	34.4284	43.0355	35.4613	44.3266	36.1705	45.2131
Fifth Year	34.2024	42.7530	35.2285	44.0356	36.2854	45.3568	37.0111	46.2639
Sixth Year	34.6137	43.2671	35.6521	44.5651	36.7217	45.9021	37.4561	46.8201
<b>Enrolled Nurses (Grade 1)</b>								
	37.3782	46.7228	38.4995	48.1244	39.6545	49.5681	40.4476	50.5595
<b>Enrolled Nurses (Grade 2)</b>								
Paypoint 1	34.2139	42.7674	35.2403	44.0504	36.2975	45.3719	37.0235	46.2794
Paypoint 2	34.7051	43.3814	35.7463	44.6829	36.8187	46.0234	37.5551	46.9439
Paypoint 3	35.2077	44.0096	36.2639	45.3299	37.3518	46.6898	38.0988	47.6235
Paypoint 4	35.7447	44.6809	36.8170	46.0213	37.9215	47.4019	38.6799	48.3499
Paypoint 5	36.3044	45.3805	37.3935	46.7419	38.5153	48.1441	39.2856	49.1070
Paypoint 6	37.3782	46.7228	38.4995	48.1244	39.6545	49.5681	40.4476	50.5595
Paypoint 7	39.6629	49.5786	40.8528	51.0660	42.0784	52.5980	42.9200	53.6500
<b>Registered Nurse Level 1</b>								
First Year	39.7430	49.6788	40.9353	51.1691	42.1634	52.7043	43.0067	53.7584
Second Year	41.6164	52.0205	42.8649	53.5811	44.1508	55.1885	45.0338	56.2923
Third Year	43.4784	54.3480	44.7828	55.9785	46.1263	57.6579	47.0488	58.8110
Fourth Year	45.3519	56.6899	46.7125	58.3906	48.1139	60.1424	49.0762	61.3453
Fifth Year	47.2254	59.0318	48.6422	60.8028	50.1015	62.6269	51.1035	63.8794
Sixth Year	49.0989	61.3736	50.5719	63.2149	52.0891	65.1114	53.1309	66.4136
Seventh Year	50.9724	63.7155	52.5016	65.6270	54.0766	67.5958	55.1581	68.9476
<b>Registered Nurse Level 2</b>								
First Year	51.8520	64.8150	53.4076	66.7595	55.0098	68.7623	56.1100	70.1375
Second Year	53.0630	66.3288	54.6549	68.3186	56.2945	70.3681	57.4204	71.7755
Third Year	54.2852	67.8565	55.9138	69.8923	57.5912	71.9890	58.7430	73.4288
Fourth Year	55.5189	69.3986	57.1845	71.4806	58.9000	73.6250	60.0780	75.0975
<b>RN Level 3 (CNC)</b>								
First Year	57.1128	71.3910	58.8262	73.5328	60.5910	75.7388	61.8028	77.2535
Second Year	58.2274	72.7843	59.9742	74.9678	61.7734	77.2168	63.0089	78.7611
Third Year	59.3309	74.1636	61.1108	76.3885	62.9441	78.6801	64.2030	80.2538
Fourth Year	61.0027	76.2534	62.8328	78.5410	64.7178	80.8973	66.0122	82.5153

	Rates operative from the first full pay period commencing on or after:							
	1 July 2023		1 January 2024		1 July 2024		1 January 2025	
	4%		3%		3%		2%	
	FT/PT \$/hr	Casual \$/hr	FT/PT \$/hr	Casual \$/hr	FT/PT \$/hr	Casual \$/hr	FT/PT \$/hr	Casual \$/hr
<b>Nurse Manager</b>								
First Year	63.6605	79.5756	65.5703	81.9629	67.5374	84.4218	68.8881	86.1101
Second Year	66.5359	83.1699	68.5320	85.6650	70.5880	88.2350	71.9998	89.9998
Third Year	68.2076	85.2595	70.2538	87.8173	72.3614	90.4518	73.8086	92.2608
Fourth Year	69.1104	86.3880	71.1837	88.9796	73.3192	91.6490	74.7856	93.4820
<b>Nurse Practitioner</b>								
Level 1	71.6068	89.5085	73.7550	92.1938	75.9677	94.9596	77.4871	96.8589
Level 2	74.1145	92.6431	76.3379	95.4224	78.6280	98.2850	80.2006	100.2508

**SCHEDULE B - Allowances**

		Allowances operative from the first full pay period commencing on or after:			
		1 July 2023	1 January 2024	1 July 2024	1 January 2025
Clause	Description	4%	3%	3%	2%
5.6.1	In-charge of Shift (per shift)	\$20.65	\$21.27	\$21.91	\$22.35
5.6.2(b)	Special Duty – at least 5 hours but less than one week (per shift)	\$5.73	\$5.90	\$6.08	\$6.20
5.6.3(a)(i)	Nursing Quals Post Grad (per week)	\$55.11	\$56.76	\$58.46	\$59.63
5.6.3(a)(ii)	Nursing Quals Masters/PhD (per week)	\$83.92	\$86.44	\$89.03	\$90.81
5.6.5	X-ray and radium (per shift)	\$13.78	\$14.19	\$14.61	\$14.90
6.9.5 & 6.10.3	Overtime Meal (per meal)	\$14.78	\$15.22	\$15.68	\$15.99
6.7.1(a)(i)	On-call Monday-Friday (each 24 hour period or part thereof)	\$34.55	\$35.59	\$36.66	\$37.39
6.7.1(a)(ii)	On-call Saturday, Sunday, Rostered Day Off, Public Holiday (each 24 hour period or part thereof)	\$50.44	\$51.95	\$53.51	\$54.58

## SCHEDULE C - Generic Level Statements - Registered Nurses

Generic Level Statement
<p style="text-align: center;"><i>Registered Nurse Practice</i></p> <p>Registered Nurse (RN) practice is person-centred and evidence-based with preventative, curative, formative, supportive, restorative and palliative elements. RNs work in therapeutic and professional relationships with individuals, as well as with families, groups and communities.</p> <p>These people may be healthy and with a range of abilities or have health issues related to physical or mental illness and/or health challenges. These challenges may be posed by physical, psychiatric, developmental and/or intellectual disabilities.</p> <p>It is essential that the nurse is registered with the NMBA by appearing on the AHPRA Register of Practitioners as a Registered Nurse (Division One).</p> <p>The scope of practice will increase as the RN advances along a continuum.</p>
<p style="text-align: center;"><i>Level 1 Registered Nurse</i></p> <p>The Level 1 Registered Nurse gives direct nursing care based on the NMBA Registered Nurse Standards for Practice to a group of patients/clients in collaboration with the Level 2 CN/Level 3/NUM.</p> <p>These NMBA Registered Nurse Standards for Practice are grouped as follows:</p> <ol style="list-style-type: none"><li>1. Thinks critically and analyses nursing practice.</li><li>2. Engages in therapeutic and professional relationships.</li><li>3. Maintains the capability for practice.</li><li>4. Comprehensively conducts assessments.</li><li>5. Develops a plan for nursing practice.</li><li>6. Provides safe, appropriate and responsive quality nursing practice.</li><li>7. Evaluates outcomes to inform nursing practice.</li></ol> <p>The multiple elements within each of the above Standards for Practice are available on the NMBA website at <a href="http://www.nursingmidwiferyboard.gov.au/Codes-Guidelines-Statements/Professional-standards.aspx">http://www.nursingmidwiferyboard.gov.au/Codes-Guidelines-Statements/Professional-standards.aspx</a></p>
<p style="text-align: center;"><i>Level 2 – Clinical Nurse</i></p> <p>A Level 2 – CN means a Registered Nurse who is appointed as such.</p> <p>The L2 – CN role requires a broad developing knowledge in professional nursing issues and a sound, specific knowledgebase in relation to a field of practice.</p> <p>The L2-CN assumes accountability for own actions and acts to rectify unsafe nursing practice and/or unprofessional conduct.</p> <p>A L2-CN identifies, selects, implements and evaluates nursing interventions that have less predictable outcomes and provides support and direction to Enrolled Nurses, Registered Nurses, Registered Midwives and other non-registered nursing personnel.</p> <p>The L2-CN is able to demonstrate:</p> <ul style="list-style-type: none"><li>• advanced level clinical skills and problem-solving skills</li><li>• planning and co-ordination skills in the clinical management of patientcare</li></ul>

Generic Level Statement

- ability to work within a collegiate/team structure
- awareness of and involvement with the quality assurance process
- contribution to professional practice of the unit.

L2-CN Responsibilities:

1. Gives direct care to a group of patients/clients
2. May relieve Level 3 or NUM positions.
3. Acts as a role model for ENs, RNs and other non-registered personnel in the provision of holistic patient/client care.
4. Takes additional responsibility delegated from the NUM which clearly differentiates the role from that of the RN e.g.:
  - planning and co-ordination of ward/unit education programmes and other staff development activities
  - orientation of new staff
  - preceptorship for new staff
5. Participates in nursing policy review and initiatives.
6. Co-operates with other L2-CNs in relation to development programs and initiatives.
7. Facilitates process to promote a safe working environment.

***Level 3 – Clinical Nurse Consultant***

The L3-CNC is an employee appointed as such, who is a Registered Nurse.

The L3-CNC is a proficient practitioner who is responsible for the management of delegated healthcare or associated portfolios.

The L3-CNC demonstrates:

- an advanced level of clinical skills
- proficiency in the delivery of nursing care
- leadership qualities

The L3-CNC fulfils the function of:

- change agent
- role model
- patient/client/staff educator

The L3-CNC has the authority to carry out tasks as delegated within their Scope of Practice and detailed in their position description which may include; patient care, quality, management or safety responsibilities

L3-CNC Responsibilities:

1. May give direct care to a group of patients/clients
2. May relieve NUM positions.
3. Acts as a role model for ENs, RNs, RMs and other non-registered personnel.
4. Manages their delegated portfolio/s as required.
5. Has sound knowledge and the ability to apply relevant legislation, guidelines and NMBA standards.

***Nurse Manager***

The Nurse Manager is an employee appointed as such, who is a Registered Nurse, accountable for the management of human and material resources for a specified group of clinical units.

## Generic Level Statement

The Nurse Manager collaborates with and delegates to, L2 and L3 RNs to facilitate the provision of quality, cost-effective nursing care.

The Nurse Manager will have one or more of the following levels of responsibility:

- 18 bed or more inpatient ward, or;
- 15 bed or more day unit, or;
- 4 bed or more critical care beds (excluding nursery cots), or;
- Operating Theatres, or;
- An Emergency Department available to the public 24/7
- A ward, unit or department that is deemed appropriate by the Executive.

Nurse Manager Responsibilities:

1. Leads by example and establishes, demonstrates and reinforces:
  - The hospital's values
  - Required customer services standards
  - Required quality standards
2. Provides direct financial management, budget and cost control within specified units. Maintains responsibility and accountability for pre-determined Key Performance Indicators relating to budget, safety & quality, OH&S and human resource management.
5. Allocates and rosters staff to provide appropriate skill mix and optimum patient care.
6. Co-ordinates staff leave.
7. Participates in staff selection process.
8. Manages annual staff appraisal process and becomes involved in the development of individual staff members.
9. Builds and maintains effective working relationships with VMO's.
10. Manages clinical risk OH&S risk.
11. Has sound knowledge and ability to apply relevant legislation, guidelines and NMBA guidelines.

## *Nurse Practitioner*

Nurse Practitioner is an employee appointed to such who is a Registered Nurse experienced in their specialty, educated at Masters Level and who is endorsed by the Nursing and Midwifery Board of Australia to provide care in an advanced and extended clinical role.

Nurse Practitioner Responsibilities:

1. Provide and co-ordinate comprehensive care of patients using advanced practice skills in their area of expertise.
2. Function in collaborative model with the healthcare team to provide assessment, diagnosis, treatment and referral as required.
3. Provide safe, quality, cost effective care and practice within the Nurse Practitioner's Scope of Practice that is consistent with contemporary standards and evidence based-based practice.
4. Apply specialist knowledge and skills that are evidenced to:
  - Plan, implement and evaluate therapies
  - Interpret diagnostic pathology and radiology
  - Prescribe medication in alignment with the *Health (Drugs and Poisons) Regulation 1996*
5. Demonstrate advanced knowledge and application of continuous quality improvement principles in improving patient outcomes.

## SCHEDULE D - Enrolled Nurses - Definitions, Progression and Appeal

### D.1 Definitions

Clause 5.3.6 of the Agreement shall be applied according to the following definitions:

D.1.1 ***In-service training*** means the formal and/or informal work-related learning activities required by the employer to be undertaken by an employee through opportunities provided by the employer, which contribute to an employee's professional development and efficiency by:

- (a) the acquisition and updating of skills and knowledge beneficial to effective performance within a team, and/or
- (b) reducing the degree of direct supervision required of the employee, and/or
- (c) enhancing the breadth and/or depth of knowledge and skills required by an employee in a specific area and/or range of areas of nursing practice, as the case may be.

D.1.2 The EN works with the registered nurse (RN) as part of the health care team and demonstrates competence in the provision of person-centred care.

Core practice generally requires the EN **to work under the direct or indirect supervision of the RN**. At all times, the EN retains responsibility for his/her actions and remains accountable in providing delegated nursing care.

The need for the EN to have a named and accessible RN at all times and in all contexts of care for support and guidance is critical to patient safety.

**Supervision** includes managerial supervision, professional supervision and clinically focused supervision as part of delegation. There are two levels of supervision;

- Direct supervision where the supervisor takes direct and principal responsibility for the nursing or midwifery care provided (e.g. assessment and/or treatment of individual patients/clients), and
- Indirect supervision where the supervisor and supervisee share the responsibility for individual patients. The supervisor is easily contactable and is available **to observe and discuss** the nursing or midwifery care the supervisee is delivering.

D.1.3 ***Year of practical experience*** means 1976 ordinary hours of duty, or paid leave to the equivalent of 1976 ordinary hours including annual, sick, bereavement and other paid leave.

D.1.4 ***Paypoint 1*** means the Paypoint to which an employee shall be appointed as an Enrolled Nurse, where the employee appears on the AHPRA Register of Practitioners as an Enrolled Nurse (Division 2)

- (a) Skill indicators

Upon appointment it is recognised that the employee has:

- (i) limited or no practical experience of current situations, and
  - (ii) limited discretionary judgement, not yet developed by practical experience.
- (b) At Paypoint 1 the employee will demonstrate some of the following in the performance of work:
    - (i) Compliance with the NMBA Standards for Practice for Enrolled Nurses

- (ii) Performs basic nursing-related activities according to Registered Nurse directions and/or
- (iii) Requires guidance from a Registered Nurse to apply nursing principles, protocols and rules to clinical problem solving related to basic nursing care and/or
- (iv) Reports accurately, and within an appropriate time frame all changes in patient condition and/or nursing related work situation to the Registered Nurse.

D.1.5 **Paypoint 2** means the Paypoint to which an employee shall be appointed or shall progress from Paypoint 1, where the employee possesses and may be required to utilise a level of nursing skill and knowledge based on:

- (a) practical experience of at least 12 months in the provisions of enrolled nursing care and/or services as an Enrolled Nurse and the undertaking of in-service training, subject to its provision by the employer, from time to time; and
- (b) Skill indicators

An employee is required to demonstrate some of the following in the performance of work:

- (i) implements nursing care according to the agreed plan of care under the direction, delegation and supervision of the Registered Nurse/or
- (ii) follows relevant hospital protocols accurately and applies nursing principles and rules to solve problems of basic nursing practice in conjunction with a Registered Nurse and/or
- (iii) seeks advice to resolve competing demands made upon the employee.

D.1.6 **Paypoint 3** means the Paypoint to which an employee shall be appointed or progress from Paypoint 2, where the employee possesses and may be required to utilise a level of nursing skill and knowledge based on:

- (a) Training and Experience

In addition to the experience, skill and knowledge requirements specified for Paypoint 2, not more than one further year of practical experience in the provision of nursing care and/or services; and

the undertaking of in-service training, subject to its provision by the employer, from time to time; and

- (b) Skill indicators

An employee is required to demonstrate some of the following in the performance of work:

- (i) as a team member utilises accepted nursing practice standards in providing basic nursing care under the supervision of a named and accessible Registered Nurse and/or
- (ii) promotes optimal outcomes by implementing appropriate basic nursing practice in stable situations in consultation with the Registered Nurse and/or
- (iii) is able to organise and prioritise workload effectively to meet basic nursing practice demands in stable situations with indirect supervision by a Registered Nurse.

D.1.7 **Paypoint 4** means the Paypoint to which an Enrolled Nurse shall be appointed or progress from Paypoint 3, where such an employee possesses and may be required to utilise a level of nursing skill and knowledge based on:

(a) Training and Experience

In addition to the experience, skill and knowledge requirements specified for Paypoint 3, not more than one further year of practical experience in the provision of nursing care and/or services; and

the undertaking of in service training, subject to its provision by the employer, from time to time; and

(b) Skill indicators

An employee is required to demonstrate some of the following in the performance of work:

- (i) utilises knowledge gained from previous experience to provide support to colleagues in clinical problem solving of basic nursing care with indirect supervision by a Registered Nurse and/or
- (ii) promotes optimal outcomes by implementing appropriate nursing care in less stable situations with direct supervision by a Registered Nurse and/or
- (iii) contributes to the development of nursing procedures and/or basic nursing practices at a ward/unit level.

D.1.8 **Paypoint 5** means the Paypoint to which an Enrolled Nurse shall be appointed or shall progress from Paypoint 4, where such an employee possesses and may be required to utilise a level of nursing skill and knowledge acquired on the basis of:

(a) Training and Experience

In addition to the experience, skill and knowledge requirements specified for Paypoint 4, not more than one further year of practical experience in the provision of nursing care and/or services; and

the undertaking of relevant in-service training, subject to its provision by the employer, from time to time; and

(b) Skill Indicators

An employee is required to demonstrate all of the following in the performance of work:

- (i) demonstrates the ability to assist with clinical problem solving in less stable situations in conjunction with the Registered Nurse and/or
- (ii) is able to manage nursing care in less stable and/or changed situations in conjunction with the Registered Nurse and/or
- (iii) prioritises effectively and efficiently as the result of broad experience in resolving issues of competing demands of delegated basic nursing practice and/or
- (iv) assists the review and evaluation of procedures and protocols within area of responsibility by contributing relevant information to the Registered Nurse.

## **D.2 Enrolled Nurse Progression and Appeal**

### **D.2.1 *Paypoint Determination and Progression***

- (a) The Paypoint for each Enrolled Nurse is to be determined by the employer by reference to the Enrolled Nurse's skills and knowledge compared to those set out in the Paypoint definitions in PART 5 of this Agreement.
- (b) Each Enrolled Nurse shall also identify their appropriate Paypoint through self assessment of their own skills and knowledge by reference to the Paypoint definitions.
- (c) Where there is a difference in Paypoint assessment arising out of clauses D.2.1(a) and (b), an Enrolled Nurse may elect to process the matter through the mechanism in clause D.2.2 (Appeal and Review) below, having first endeavoured to resolve the matter through discussions with the employer.
- (d) Subject to the terms specified for each Paypoint as defined in PART 5 of this Agreement, each employee shall progress from one Paypoint to the next on the employee's completion of a continuous year of service as an Enrolled Nurse, having regard to the acquisition and utilisation of skills and knowledge through experience in the employee's practice setting/s over such period:

Provided that an employee's progression may be deferred or refused by the employer, provided further that any such deferral or refusal is referable only to the terms specified for each Paypoint in PART 5 and is not unreasonably nor arbitrarily imposed by the employer. It shall be considered unreasonable if the employer has refused to provide in-service training and/or opportunities to work in various practice settings in the employer's establishment.

### **D.2.2 *Appeal and Review***

- (a) Where an employee believes on reasonable grounds that circumstances have changed since that employee's last progression review, that employee may request the employer for a paypoint review such request shall be in writing, and there shall be a review outcome within 60 days. If the review results in a recommendation for movement to the next paypoint, such movement shall be operative from the date of review request.
- (b) An employee may appeal, and if so shall appeal in writing, an employer's determination, deferral or refusal or a review outcome in regard to paypoint progression. There shall be an appeal outcome within 60 days.
- (c) An appeal or review for the purposes of clause D.2.2 shall be undertaken and resolved in accordance with clause 3.5 of this Agreement, provided that Stage 3 of the Grievance and dispute settlement procedure shall proceed according to the process outlined in clause D.2.2 of this Schedule.

### **D.2.3 *RPL Process***

Should the appeal not be resolved upon completion of stage 2 of the Grievance and dispute settlement procedure, the Director of Nursing or equivalent shall as part of stage 3 of that procedure implement the following Recognition of Prior Learning (RPL) process:

- (a) RPL Objective

Equitable assessment through ensuring currency, relevance and transferability of knowledge/skills by an RPL Panel.

(b) Composition of RPL Panel

The Director of Nursing shall convene the RPL Panel as follows:

- (i) Applicant
- (ii) Applicant's representative (ANMF, LCC or other) if desired by applicant
- (iii) Director of Nursing (or nominee)
- (iv) A Nurse Expert (from a list agreed by PHAQ and ANMF)
- (v) RPL Assessor (from a list agreed by PHAQ and ANMF).

(c) Role of the Assessor

- (i) Assists and counsels the Applicant in completion of the application form and gathering of relevant information.
- (ii) Ensures fair process of the review.
- (iii) Facilitates/chairs the panel process.

(d) Role of RPL Panel

In accordance with the RPL process:

- (i) Develops a Competency Assessment Tool with the Applicant for the particular circumstances of the Applicant relevant to the paypoint sought.
- (ii) Oversees the RPL Process.
- (iii) Makes recommendations to the employer.

(e) Role of Nurse Expert

In addition to assisting to develop the Assessment Tool, advise the Panel if the applicant in undertaking assessment has demonstrated skills and/or knowledge relevant to the Assessment Tool.

Where as a result of clause D.2.3(b) above, there is a revocation of the employer's decision, Paypoint Progression shall be deemed to operate and be payable from the date for such progression in accordance with clause D.2.1(d).

### **D.3 Recognition of training, experience and skill**

All relevant training, experience and skills as an Enrolled Nurse, other than such experience pre-dating any break of 3 or more consecutive years, shall be counted for the purposes of:

- finalising translations of all employees employed at 20 December 1993 by reference to the requirements at each of the Paypoint definitions; and
- determining the appropriate Paypoint for appointment of employees appointed thereafter; and
- determining the appropriate Paypoint for progression of all Enrolled Nurses.

## **SCHEDULE E - VOLUNTARY 12 HOUR SHIFTS**

### **Objectives**

The objective of this schedule is to enable St Andrew's Toowoomba Hospital staff to the use of 12 hour shifts. Twelve hour shifts include 12 ordinary hours at ordinary rates of pay plus shift and weekend allowances where applicable.

The purpose of the arrangements outlined in this clause is:

- (a) To ensure the workplace health and safety of employees working 12 hour shifts;
- (b) To ensure that neither party is either advantaged or disadvantaged throughout working 12 ordinary hour shifts compared with terms of conditions that currently exist within the prevailing industrial instruments; and
- (c) To ensure 12 hours shifts under these arrangements are workable and are monitored and evaluated appropriately.

### **Consultative Process**

The parties to this Agreement recognise that for these working arrangements to be successful the changes and measures contained within this schedule need to be implemented through an open consultative process. The parties to this Agreement commit to:

- (a) Involving employees of St Andrew's Toowoomba Hospital in the areas affected and the LCC in appropriate consultation necessary to implement these working arrangements; and
- (b) Encouraging employees to participate in the consultative processes by allowing adequate time to understand, analyse, and respond to any information or proposals in relation to the implementation of this schedule.

### **Grievance Settling**

Matters relating to the interpretation, application or operation of this schedule are to be handled in accordance with the Grievance and Dispute Settling Procedure at clause 3.5 of this Agreement.

#### **E.1 Definition**

**12 hour shift** shall mean a shift of 12 continuous ordinary hours exclusive of a 30-minute meal break, for example 7.00 am to 7.30 pm including a 30 minute unpaid meal break.

#### **E.2 Participation and Withdrawal from Participating in 12 Hour Shifts**

- E.2.1 Participation in the 12 hour shift arrangements set out in this Agreement will be on a voluntary basis.
- E.2.2 Staff who do not participate in the 12 hour shift arrangement will continue to work in the relevant unit within the current arrangements as applicable to employees not working 12 hour shifts as outlined in this Agreement.
- E.2.3 Staff who participate in the 12 hour shift arrangement may subsequently elect to revert to the standard non-12 hour shift arrangements by giving 4 weeks' notice of their intention to do so without career detriment. In exceptional circumstances, including emergency extended sick leave, the employer may waive the requirement to give 4 weeks' notice.
- E.2.4 To participate in 12 hour shift arrangements, staff will sign and date a form to indicate their agreement to participate. Should staff wish to withdraw from the arrangements, that same form will also record their signature and the date at which participation ceases.

#### **E.3 Terms and Conditions**

- E.3.1 Hours of work -- Ordinary hours shall be worked and paid in accordance with the relevant provisions in the Agreement, subject to the provisions of this clause.

The ordinary hours of work shall be an average of 38 hours per week, but no greater than 152 hours in any one four week cycle, to be worked according to a roster agreed between the employer and employee.

- E.3.2 Payment of Ordinary Hours -- Nurses working shifts of 12 ordinary hours will be paid at ordinary rates of pay plus shift and weekend allowances as applicable.
- E.3.3 Extra Payment for Shifts -For the purpose of identifying and paying the appropriate shift allowance under this clause, the same shift definitions as are prescribed in this Agreement clause 6.5 (Shiftwork) shall apply, for example 7.00 pm to 7.30 am will attract a night shift penalty. However, for an afternoon shift, all hours worked from 12 noon will attract the 12.5% afternoon shift penalty.
- E.3.4 Extra Payment for Weekend Work – Levels 1, 2 and 3 Registered Nursing Classifications and Enrolled Nurse Classifications -- For the purpose of identifying and paying the appropriate extra payment for weekend work under this clause, the same eligibility definitions as are prescribed in clause 6.3 (Weekend Work) shall apply.
- E.3.5 Overtime -- An employee working in accordance with this Agreement will not be required to and will not perform overtime immediately before or following a rostered 12 hour shift.
- E.3.6 Meal Breaks
- (a) Meal breaks will be taken in accordance with the Agreement. In summary a 12 hour shift will allow 1 x 30 minute unpaid meal break.
  - (b) The meal break is to occur during the fourth, fifth or sixth hour from the commencement of duty unless the employer and employee agree in advance, subject to clause 3.6.3 below, as to an alternative timing for the taking of meal and rest pauses on any particular day.
  - (c) Meal breaks and rest pauses should be arranged in such a way that the ordinary working day is broken up into four approximately equal working periods.
- E.3.7 Rest Pauses -- Every employee who works a 12 hour shift in accordance with this Agreement is entitled to two rest pauses of 20 minutes duration in the employer's time. The first 20 minute rest pause must be taken between the first and sixth hour. The second 20 minute rest pause must be taken between the seventh and twelfth hour.
- Each of these 20 minute rest pauses may be taken as 2 x 10 minute rest pauses as mutually agreed with the employer.
- All rest pauses shall be taken at a time to suit the convenience of the employer and so as not to interfere with the continuity of work where continuity, in the opinion of the employer, is necessary.
- E.3.8 Days Free from Rostered Work -- Each employee shall be allowed 3 whole consecutive days off in each week. Provided that in lieu of 3 whole consecutive rostered days off in each week, an employee may be allowed in each fortnightly period either 2 consecutive days off in one week and 4 consecutive days off in the other week.
- E.3.9 Roster of Hours
- (a) Rosters setting out the employees' days of duty, and starting and finishing times on such days shall be displayed in a place conveniently accessible to employees at least 14 days before the commencement of each 4 week work cycle.
  - (b) An employee may only work up to a maximum of 4 consecutive 12 hour shifts.
- E.3.10 Breaks Between Shifts -- Employees participating in the 12 hour shift arrangements shall be allowed a break of 10 hours between the termination of one shift and the commencement of another shift. This break cannot be reduced.

E.3.11 Annual Leave -- An employee working the 12-hour shift arrangement will be eligible to accrue annual leave as per a continuous shift worker if they have worked a minimum of 160 hours as night shifts over a 12-month period, and pro-rata for part-time employees.

E.3.12 Full-time employees working 12 hour shifts are entitled to accrued days off in accordance with the Agreement.

#### **E.4 Monitoring and Evaluation**

The parties will agree, prior to commencement of the trial, on how the effectiveness of this 12 hour shift arrangement shall be evaluated. Such evaluation shall include, but not be limited to, consideration of the following factors:

- (a) Patient outcomes;
- (b) Health and safety;
- (c) Adverse incidents;
- (d) Staff satisfaction;
- (e) Financial implications;
- (f) Sick leave;
- (g) Childcare implications;
- (h) Effects on family and social life;
- (i) Effects on work performance;
- (j) Professional development;
- (k) Communication;
- (l) Effects on management - recruitment and retention; and
- (m) Impact on other work units.

#### **E.5 Other**

Participation in Training and Development Activities -- Where an employee working in accordance with this clause participates in training and development activities, management will take a reasonable approach in determining whether an employee either commences duty before or returns to duty after the activity ceases.

**SIGNED ON BEHALF OF ST ANDREW'S TOOWOOMBA HOSPITAL**

SIGNATURE: Janni Wann

FULL NAME: Janni Wann

CAPACITY TO SIGN: A/CEO

DATE: 29/08/2023

ADDRESS: 280 North Street

Toowoomba

IN THE PRESENCE OF:

SIGNATURE: Jaclyn Oughtred

FULL NAME: Jaclyn Oughtred

DATE: 28.29.8.23

ADDRESS: 280 North Street

Toowoomba

**SIGNED ON BEHALF OF THE EMPLOYEES**



SIGNATURE.....

Kate Veach

FULL NAME:.....

Secretary, QNMU

CAPACITY TO SIGN:.....

07 September 2023

DATE:.....

106 Victoria Street

ADDRESS:.....

West End QLD 4101

.....

IN THE PRESENCE OF:



SIGNATURE.....

Nicole Li

FULL NAME:.....

07 September 2023

DATE:.....

106 Victoria Street

ADDRESS:.....

West End QLD 4101

.....