



DECISION

Fair Work Act 2009
s.185—Enterprise agreement

Palliative Care South East Ltd
(AG2020/2256)

PALLIATIVE CARE SOUTH EAST NURSES ENTERPRISE AGREEMENT 2020

Health and welfare services

DEPUTY PRESIDENT YOUNG

MELBOURNE, 19 AUGUST 2020

Application for approval of the Palliative Care South East Nurses Enterprise Agreement 2020.

[1] Palliative Care South East Ltd (the Employer) has made an application for approval of an enterprise agreement known as the *Palliative Care South East Nurses Enterprise Agreement 2020* (the Agreement) pursuant to s 185 of the *Fair Work Act 2009* (the Act). The Agreement is a single-enterprise agreement.

[2] On the basis of the material contained in the application, the accompanying statutory declaration and the additional information provided by the Employer, I am satisfied that each of the requirements of ss 186, 187, and 188 as are relevant to this application for approval have been met.

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

[4] The Agreement was approved on 19 August 2020 and, in accordance with s 54, will operate from 26 August 2020. The nominal expiry date of the Agreement is 1 July 2024.


DEPUTY PRESIDENT

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PALLIATIVE CARE SOUTH EAST LTD

NURSES ENTERPRISE AGREEMENT

2020

ENTERPRISE AGREEMENT

1. ARRANGEMENT

The Agreement is arranged as follows:

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2. NAME OF THE AGREEMENT

This Agreement shall be called the *Palliative Care South East Nurses Enterprise Agreement 2020* ('the Agreement').

3. COVERAGE

This Agreement shall cover:

- (a) Palliative Care South East (ACN: 64 725 842 484); and
- (b) Nursing staff employed by Palliative Care South East as classified in Schedule 1 of this Agreement.
- (c) This Agreement is made under section 172 of the Fair Work Act 2009. The employer will take the necessary steps to seek approval of this Agreement under section 186 of the Act.
- (d) The employer will formally advise the Australian Nursing & Midwifery Federation ('ANMF') that the Agreement is made in order for the ANMF to apply under section 183 of the Fair Work Act 2009 to be covered by the Agreement.
- (e) It is the intention of this Agreement that the ANMF will be covered by this Agreement.

4. DATE AND PERIOD OF OPERATION

This Agreement shall commence operation seven days after the agreement is approved by the Fair Work Commission (FWC) and shall remain in force until 1 July 2024 and thereafter in accordance with the *Fair Work Act 2009* (Cth).

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

5. POSTING OF THE AGREEMENT

A copy of this Agreement is accessible for all employees so as to be easily read by all employees.

6. SCOPE OF THE AGREEMENT

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

7. NO FURTHER CLAIMS

- (a) The parties covered by this Agreement acknowledge that this Agreement settles all claims in relation to the terms and conditions of employment for the Employees to whom it applies and agree that they will not pursue any extra claims during the term of this Agreement.
- (b) Subject to the Employer meeting its obligations to consult including those arising under this Agreement or a contract of employment binding on PCSE, it is not the intent of this provision to inhibit, limit or restrict PCSE's right or ability to introduce change at the workplace.

8. RELATIONSHIP TO NATIONAL EMPLOYMENT STANDARDS

Entitlements in accordance with the National Employment Standards ("NES") are provided for under the *Fair Work Act 2009*. Where this Agreement also has provisions regarding matters dealt with under the NES and the provisions in the NES set out in the Act are more favourable to an Employee in a particular respect than those provisions, then the NES will prevail in that respect and the provisions dealing with that matter in this Agreement will have no effect in respect of that Employee. The provisions in this Agreement otherwise apply.

9. DEFINITIONS

For the purposes of this Agreement:

- (a) Registered Nurse shall mean a person who has a current practising certificate issued by the Nursing and Midwifery Board of Australia ("NMBA" or "the Board") established by the *Health Practitioner Regulation National Law Act 2009* entitling them to practice as a Registered Nurse.
- (b) Enrolled Nurse shall mean a person who has a current practising certificate issued by the NMBA established by the *Health Practitioner Regulation National Law Act 2009* entitling them to practice as an Enrolled Nurse.
- (c) Base rate for the purposes of calculating allowances provided for Registered Nurses in this Agreement, the expression base rate shall mean the ordinary weekly rate of pay for a Registered Nurses Grade 2 Year 1 classification, calculated by reference to the rates of pay set out in Schedule 2 of this Agreement. For convenience, relevant allowances calculated by applying the Base Rate are set out in Schedule 2 of this Agreement.
- (d) Allowance rate or 'base rate' in relation to an Enrolled Nurse shall mean the ordinary weekly rate of pay for an Enrolled Nurse EN 1.1 classification and calculated by reference to the rates of pay set out in Schedule 2 of

this Agreement. For convenience, relevant allowances calculated by applying the allowance rate are set out in Schedule 2 of this Agreement.

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

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- (l) **immediate family** of an employee means:
- (i) a spouse, de facto partner, child, parent, grandparent, grandchild or sibling of the employee; or
 - (ii) a child, parent, grandparent, grandchild or sibling of a spouse or de facto partner of the employee.
 - (iii) **spouse** includes a former spouse.
 - (iv) **de facto partner** of an employee:
 - (1) means a person who, although not legally married to the employee, lives with the employee in a relationship as a couple on a genuine domestic basis (whether the employee and the person are of the same sex or different sexes); and
 - (2) includes a former de facto partner of the employee.

10. CONSULTATION REGARDING CHANGE

- (a) This term applies if the Employer has proposed:
 - (i) to introduce a major change to production, program, organisation, structure, or technology in relation to its enterprise; and the change is likely to have a significant effect on employees of the Employer;
 - (ii) a change to employees' regular roster or ordinary hours of work.
- (b) The employer must notify the relevant employees of the proposed introduction of major change.
- (c) The relevant employees may appoint a representative, which may be a union representative from the ANMF, for the purposes of the procedures in this term.
- (d) If:
 - (i) a relevant employee appoints, or relevant employees appoint, a representative for the purposes of consultation; and
 - (ii) the employee or employees advise the employer of the identity of the representative;the employer must recognise the representative.

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- (e) As soon as practicable prior to making its decision, the employer must
 - (i) discuss with the relevant employees:
 - (1) the introduction of the change;
 - (2) the effect the change is likely to have on the employees; and
 - (3) measures the employer is taking to avert or mitigate the adverse effect of the change on the employees; and
 - (ii) for the purposes of the discussion — provide, in writing, to the relevant employees:
 - (1) all relevant information about the change including the nature of the change proposed;
 - (2) information about the expected effects of the change on the employees; and
 - (3) any other matters likely to affect the employees.
 - (iii) Subject to (e)(i) and (ii), for a change to the employees' regular roster or ordinary hours of work, the employer is required to:
 - (1) provide information to the employees about the change;
 - (2) invite the employees to give their views about the impact of the change (including any impact in relation to their family or caring responsibilities); and
 - (3) consider any views given by the employees about the impact of the change.
 - (f) However, the employer is not required to disclose confidential or commercially sensitive information to the relevant employees.
 - (g) The employer must give prompt and genuine consideration to matters raised about the major change by the relevant employees and their representative.
 - (h) If a term in the enterprise agreement provides for a major change to production, program, organisation, structure or technology in relation to the enterprise of the employer, the requirements set out in subclauses (b), (c) and (e) are taken not to apply.

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- (i) In this term, a major change is likely to have a significant effect on employees if it results in the termination of the employment of employees; or major change to the composition, operation or size of the employer's workforce; or to the skills required of employees; or the elimination or diminution of job opportunities (including opportunities for promotion or tenure); or the alteration to regular rosters or ordinary hours of work; or the need to retrain employees; or the need to relocate employees to another workplace; or the restructuring of jobs.
 - (j) In this term, relevant employees means the employees who may be affected by the major change.

11. DISPUTE RESOLUTION PROCEDURE

- (a) In the event of a dispute in relation to a matter arising under this agreement or the National Employment Standards ("NES") including matters arising under subsections 65(5) or 76(4) of the Act, in the first instance the parties will attempt to resolve the matter at the workplace by discussions between the employee or employees concerned and the relevant supervisor and, if such discussions do not resolve the dispute, by discussions between the employee or employees concerned and more senior levels of management as appropriate.
- (b) A party to the dispute may appoint another person, organisation or association, which may include an ANMF representative, to accompany or represent them in relation to the dispute.
- (c) If a dispute in relation to a matter arising under the agreement or the NES including matters arising under subsections 65(5) or (76(4) of the Act is unable to be resolved at the workplace, and all agreed steps for resolving it have been taken, a party to the dispute may refer the matter to the Fair Work Commission ("FWC").
- (d) FWC may deal with the dispute in 2 stages:
 - (i) FWC will first attempt to resolve the dispute as it considers appropriate, including by mediation, conciliation, expressing an opinion or making a recommendation; and
 - (ii) if FWC is unable to resolve the dispute at the first stage, FWC may then:
 - (1) arbitrate the dispute; and
 - (2) make a determination that is binding on the parties.

If the FWC arbitrates the dispute, it may also use the powers that are available to it under the Act. A decision that the FWC makes when arbitrating a dispute is a decision for the purpose of Div 3 of Part 5.1 of the Act. Therefore, an appeal may be made against the decision.

- (e) While the parties are trying to resolve the dispute using the procedures in this term:
 - (i) an employee must continue to perform his or her work as he or she would normally unless he or she has a reasonable concern about an imminent risk to his or her health or safety; and
 - (ii) an employee must comply with a direction given by the employer to perform other available work at the same workplace, or at another workplace, unless:
 - (1) the work is not safe; or
 - (2) applicable occupational health and safety legislation would not permit the work to be performed; or
 - (3) the work is not appropriate for the employee to perform; or
 - (4) there are other reasonable grounds for the employee to refuse to comply with the direction.
- (f) The parties to the dispute agree to be bound by a decision made by FWC in accordance with this term.

12. WAGES

- (a) The weekly wages over the life of the agreement are set out in Schedule 2.
- (b) The increases shall be payable as follows:
 - i. From the beginning of the first full pay period commencing on or after 1 July 2020.
 - ii. From the beginning of the first full pay period commencing on or after 1 July 2021.
 - iii. From the beginning of the first full pay period commencing on or after 1 July 2022.
 - iv. From the beginning of the first full pay period commencing on or after 1 July 2023.

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- (c) Any further wage increase shall be at the discretion of the Employer, unless the rate of pay falls below the Modern Award rate, in such circumstances the rate of pay shall default to the minimum rate prescribed in accordance with the relevant Modern Award rate.

13. PAYMENT OF WAGES

- (a) Wages must be paid fortnightly unless otherwise mutually agreed up to a monthly maximum period.
- (b) Employees will be paid by electronic funds transfer into the bank or financial institution account nominated by the employee.
- (c) When notice of termination of employment has been given by an employee or an employee's services have been terminated by the employer, payment of all wages and other monies owing to an employee will be made to the employee, where practicable however, no later than 7 days after the day in which the employee's employment terminates.
- (d) Where a public holiday falls on the payroll processing day the payroll will be processed on the first working day prior to the public holiday.

14. SUPERANNUATION

- (a) The subject of superannuation is dealt with extensively by legislation including the Superannuation Guarantee (Administration) Act 1992, the Superannuation Guarantee Charge Act 1992, the Superannuation Industry (Supervision) Act 1993 and the Superannuation (Resolution of Complaints) Act 1993. This legislation, as varied from time to time, governs the superannuation rights and obligations of the parties.
- (b) "The Fund" for the purpose of this Agreement shall mean:
 - (i) Health Employees Superannuation Trust of Australia ('HESTA') established and governed by a trust deed 23 July 1987, as may be amended from time to time, and includes any superannuation scheme which may be made in succession thereto;
 - (ii) First State Super, and including any superannuation scheme which may be made in succession thereto;
 - (iii) any other complying superannuation fund nominated by the employee.
- (c) In addition to the Organisation's statutory contributions to the Fund an employee may make additional contribution from their salary, and on receiving written authorisation from the employee the Organisation must

commence making contributions to the Fund in accordance with the Superannuation Guarantee Charge Act 1992.

- (d) Upon commencement of employment, the Organisation shall provide each worker with membership forms for their preferred fund and shall forward the completed membership forms for the worker's choice of fund within 28 days. In the event that the employee had not completed an application form within 28 days, the Organisation shall forward contributions and employee details to First State Super. ("the Default Fund"). The Default Fund offers a MySuper Product.
- (e) Superannuation fund payments will be made in accordance with trust fund deeds.
- (f) Where an Employee salary packages their wages in accordance with this Agreement, superannuation shall be paid on the pre-packaged wages.

15. HOURS OF WORK

- (a) Hours for an Ordinary Weeks Work
 - (i) The hours for an ordinary week's work shall be 38, or be an average 38 per week in a fortnight or in a four week period (or by mutual agreement a five week period in the case of an employee working 10 hour shifts) and shall be paid either:
 - (ii) in a week of five days in shifts of not more than eight hours each;
or
 - (iii) by mutual agreement in a week of four days in shifts of not more than 10 hours each: or
 - (iv) by mutual agreement, provided that the length of any ordinary shift shall not exceed 10 hours, or
 - (v) in 76 hours per fortnight to be worked as not more than 10 days of not more than eight hours each.
- (b) For the purposes of this clause the working week shall commence at midnight on a Sunday.

16. ACCRUED DAY OFF

- (a) All full-time Employees are entitled to apply for a work arrangement in accordance with (b) below, which provides for an accrued day off (ADO). The Employer will consider such applications and will not unreasonably refuse an application.

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- (b) An ADO arises from a system of work in which full time employees work an additional 2 hours per week, to facilitate one ADO after every 4 weeks of service.
 - (c) An ADO of work may be implemented via an employee working no more than 19 days in a four-week period of 152 hours
 - (d) The maximum ADOs will be 13 in any calendar year
 - (e) Accrued days off are to be taken as single days on a rostered basis (i.e 1 ADO in each 28 day cycle) or as agreed between the Employer and Employee.
 - (f) Where a public holiday falls on a day upon which the Employee is on an ADO, another day will be determined by the Employer to be taken by the Employee in lieu of the public holiday, such day to be within the same work cycle where practical.
 - (g) Upon termination of employment if the Employee has:
 - (i) taken an ADO (in part or whole) in advance of accruing the necessary hours, the salary of the Employee will be reduced by the total ADOs or portion taken in advance;
 - (ii) untaken ADOs (in part or whole) at the time of termination, the Employee will be paid the untaken ADOs

17. FULL-TIME EMPLOYMENT

- (a) A full-time employee is one who is employed and who is ready, willing and available to work a full week of 38 hours at the times and during the hours as may be mutually agreed upon or in the absence of such agreement as prescribed by the employer.
- (b) Such employee shall be paid the weekly salary appropriate to the employee's classification, irrespective of the number of hours worked not exceeding 38, or an average of 38 hours per week.

18. PART-TIME EMPLOYMENT

- (a) A part-time employee is one who is employed and who is ready, willing and available to work on a regular basis any number of hours up to but not exceeding an average 38 hours in any one week. Where the Employee is employed on a part-time basis he or she shall be paid the ordinary appropriate hourly rate prescribed for the classification in which they are employed.

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- (b) The provisions of this Agreement in respect to annual leave, personal leave and holidays shall apply on a pro rata basis to part-time employees.
 - (c) Where the employee is regularly working more than their specified contract hours they may request that their contracted hours are reviewed by their Manager. The Manager will formally respond to the request by the employee stating the reasons if the request is not agreed to. The Manager will not unreasonably reject the request. The Manager will also take into account that the hours worked in the following circumstances will not be incorporated to any adjustment made:
 - (i) if the increase in hours is as a direct result of an employee being absent on leave, such as for example, annual leave, long service leave, maternity leave, workers compensation; and
 - (ii) if the increase in hours is due to a temporary increase in hours only due, for example, to the specific needs of a client.

Any adjusted contracted hours resulting from a review by the employer should however, be such as to readily reflect roster cycles and shift configurations utilised at the workplace.

19. CASUAL EMPLOYMENT

- (a) A casual employee is one who is engaged in relieving work or work of a casual nature and whose engagement is terminable by an employer in accordance with the employer's requirements without the requirement of prior notice by either party, but does not include an employee who could properly be classified as a full-time or part-time employee under this Agreement.
- (b) A casual employee shall be paid per hour worked an amount equal to one 1/38th of the weekly salary appropriate to the class of work performed plus 25%.
- (c) In addition, a casual employee shall be entitled to receive the allowances prescribed herein.
- (d) The clauses of this Agreement pertaining to Annual leave, paid personal/carers leave, overtime, Long service leave (Registered Nurses only), and Termination of employment, shall not apply in the case of a casual employee.

Long Service Leave is available to casual registered nurses as per the *Long Service Leave Act 2018*.

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- (e) Casual Conversion
- (i) A casual employee who has been rostered on a regular and systematic basis over a period of 12 months has the right to request conversion to permanent employment:
 - (1) on a full time contract where the employee has worked on a full time basis throughout the period of casual employment;
or
 - (2) on a part time contract where the employee has worked on a part time basis throughout the period of casual employment. Such contract would be on the basis of the same number of hours as previously worked, unless other arrangements are agreed between the employer and the employee.
 - (ii) The employer may consent to or refuse the request, but shall not unreasonably withhold agreement to such a request.
 - (iii) Casual conversions will not apply where a casual covered absences of permanent staff that are expected to return to work or intermittent fluctuations in patient cases.
- (f) A casual employee will be paid a minimum of four hours pay for each engagement.

20. ROSTER OF HOURS

- (a) The ordinary hours of duty of full-time and part-time employees shall be worked according to a roster or rosters which shall be exhibited at some reasonably convenient place accessible to employees to whom it applies, where it may be seen by such employees.
- (b) A roster of at least twenty eight (28) days duration, setting out employees' daily ordinary working hours, commencing and finishing times and meal intervals shall be posted at least fourteen (14) days before it comes into operation in each work location.
- (c) Except as in emergency situations seven days' notice shall be given of a change of roster.
- (d) The roster or rosters shall be drawn up so as to provide at least ten (10) hours off duty between successive ordinary shifts.
- (e) Where the employer requires an employee without seven days' notice and outside the excepted circumstances prescribed in (c), to perform ordinary duty at other times than those previously rostered, the employee shall be paid in accordance with the hours worked, with the addition of a daily allowance as set out in Schedule 2.

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- (i) Provided that a part-time employee who agrees to work shift(s) in addition to those already rostered will not be entitled to the above specified allowance for the additional shift(s) worked.
 - (f) An employee, by making a request in writing to the employer, may have his or her roster fixed by the provisions of (g) of this subclause, in lieu of (a) to (e).
 - (g) Rosters shall be fixed by mutual agreement, subject to the other provisions of this part.
 - (h) An employee may repudiate the request referred to in (f) at any time, by giving written notice to the employer. In such a case the roster for that employee shall be fixed according to the provisions of (a) to (e), from the commencement of the next full roster period being not less than five clear days after such repudiation is received in writing by the employer.
 - (i) Notwithstanding any other provision of this part, this clause shall not apply to casual employees, Manager Clinical Services.

21. SATURDAY AND SUNDAY WORK

- (a) All rostered time of ordinary duty performed between midnight on Friday and midnight on Sunday shall be paid for at the rate of time and a half.
- (b) Provided that the following rate of payment shall be made where the Saturday or Sunday duty involves:
 - (i) Work in excess of the prescribed rostered hours - double time for the excess period.

22. MEAL AND REST BREAKS

- (a) Employees working shifts greater than five hours, shall be granted an unpaid meal interval of 30 minutes. The meal interval is to be taken no earlier than two hours and no later than six hours after commencing the day's shift.
- (b) Where an employee is unable to take their meal break due to not being relieved of their responsibility for that period of a meal break, the mealtime is to be paid at the employee's ordinary rate of pay in accordance with this Agreement.
- (c) Employees shall be entitled to one paid ten minute rest interval per four hours worked or part thereof being greater than one hour.

23. OVERTIME

- (a) Where the employee is required to work in excess of the number of full-time ordinary hours, 8 or 10 hours in a day as the case may be, 76 hours in a fortnight or 152 hours per four week period – the Employee will be paid time and a half for the first two hours and double time thereafter.
- (b) Rest periods - affected by overtime (including Saturdays and Sundays)
 - (i) When overtime work (including recall to duty) is necessary it shall, wherever reasonably practicable, be so arranged that employees have at least ten hours continuously off duty between the work of successive shifts.
 - (ii) An employee (other than a casual employee) who works so much overtime between the termination of her/his last previously rostered ordinary hours of duty and the commencement of her/his next succeeding rostered period of duty that she/he would not have had at least ten hours continuously off duty between those times, shall subject to this subclause, be released after completion of such overtime worked until she/he had ten hours continuously off duty without loss of pay for rostered ordinary hours occurring during such an absence.
 - (iii) If on the instructions of her/his employer such an employee resumes or continues work without having had such ten hours continuously off duty she/he shall be paid at the rate of double time until she/he is released from duty for such rest period and she/he shall be entitled to be absent until she/he has had ten hours continuously off duty without loss of pay for rostered ordinary hours occurring during such an absence.
 - (iv) In the event of any employee finishing any period of overtime or recall at a time when reasonable means of transport are not available for the employee to return to her/his place of residence the employer shall provide adequate transport free of cost to the employee.
 - (v) In lieu of receiving payment for overtime worked in accordance with this Clause, employees may, with the consent of the employer, be allowed to take time off, for a period of time equivalent to the period worked in excess of ordinary rostered hours of duty, plus a period of time equivalent to the overtime penalty incurred. Such time in lieu shall be taken as mutually agreed between the employer and the employee, provided that accrual of such leave shall not extend beyond a 28 day period.

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- (c) Where such accrued time has not been taken within the 28 day period, such time shall be paid in accordance with this Clause at the rate of pay which applied on the day the overtime was worked.
 - (d) For the purposes of this Clause, in accruing or calculating payment of overtime, each period of overtime shall stand alone.

24. PARENTAL LEAVE

- (a) Employees are entitled to parental leave in accordance with the provisions of the *Fair Work Act 2009*, as amended from time to time.
- (b) Permanent employees eligible for parental leave in accordance with subclause (a) shall be entitled to the following paid parental leave:
 - (i) The parties agree that ten weeks' paid maternity, adoption leave and one week paid partner (non-birth partner) leave shall be given to any permanent employee who qualifies for maternity and adoption leave and paternity leave under the provisions of the Agreement.
 - (ii) The payment provided in this Agreement shall not be reduced in terms of its monetary value by the Commonwealth Government's scheme of publicly funded paid parental leave (however titled or styled).
- (c) In accordance with s.73 of the Fair Work Act 2009, maternity leave may commence up to six weeks prior to the expected date of birth. It is not compulsory for an employee to take this period off work. However, where an employee decides to work during this period, if requested by the Employer, the employee shall provide a statement from her medical practitioner or midwife to the effect that continuing employment until the date of birth is not a risk to the employee or the unborn child.

In addition, the employee may take all accrued annual leave prior to a return to work from maternity and adoption leave and paternity leave

- (d) Right to request
 - (i) An employee entitled to parental leave pursuant to the provisions of this clause 24 may request the employer to allow the employee:
 - (1) to extend the 52 weeks of unpaid parental leave by a further continuous period of leave not exceeding 12 months;
 - (2) to return from a period of parental leave on a part-time basis until the child reaches school age;

to assist the employee in reconciling work and parental responsibilities.

(ii) The employer shall consider the request having regard to the employee's circumstances and, provided the request is genuinely based on the employee's parental responsibilities, may only refuse the request on reasonable grounds related to the effect of the workplace or the employer's business. Such grounds might include cost, lack of adequate replacement staff, loss of efficiency and the impact on customer service.

(iii) Employee's request and the employer's decision to be in writing

The employee's request and the employer's decision made under (i) and (ii) must be recorded in writing with a copy given to the employee.

(iv) Request to return to work part-time

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

(e) Special maternity leave and personal leave

(i) An Employee who gives birth to a stillborn child (at or after 20 weeks gestation) or who gives birth to a live baby who subsequently dies, during or before the period of intended leave, will be entitled to the full amount of paid parental leave. In either of these circumstances, paid partner leave/primary carer leave will also apply.

(ii) The Employee must as soon as practicable give notice to the Employer of the taking of leave advising the Employer of the period, or expected period, of the leave in accordance with the following:

(1) where the pregnancy terminates during the first 20 weeks, during the notified period/s the Employee is entitled to access any paid and/or unpaid personal illness leave entitlements in accordance with the relevant personal leave provisions;

(2) where the pregnancy terminates after the completion of 20 weeks, during the notified period/s the Employee is entitled to paid special maternity leave not exceeding the amount of paid maternity leave available under this clause, and thereafter, to unpaid special maternity leave

(iii) If an Employee takes leave for a reason outlined in (e)(ii)(1) and (e)(ii)(2), the Employer may require the Employee to provide

evidence that would satisfy a reasonable person or a certificate from a registered medical practitioner or midwife.

- (iv) Where an Employee not then on maternity leave suffers illness related to her pregnancy, she may take such paid personal leave as to which she is then entitled and such further unpaid leave (to be known as special maternity leave) as a registered practitioner or registered midwife certifies as necessary before her return to work, provided that the aggregate of paid personal leave, special maternity leave and maternity leave shall not exceed the period to which the Employee is entitled under this clause.
- (v) For all purposes of this Agreement, maternity leave shall include special maternity leave.

25. ANNUAL LEAVE

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

(d) Taking of leave

- (i) An employee shall endeavour to make an application to take annual leave at least two weeks prior to the proposed commencement date of the annual leave unless otherwise mutually agreed upon between the parties concerned.
- (ii) An Employee may accrue and carry forward any amount of annual leave for a maximum of two years before being directed to take one or more periods of paid annual leave in accordance with (e) hereof.
- (iii) An Employee is entitled to apply to take annual leave at any time and the Employer shall not unreasonably refuse such an application.

(e) Excess leave accruals

- (i) If an employer has genuinely tried to reach agreement with an employee 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.
- (ii) However, a direction by the employer under paragraph (i):
 - (1) 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 are taken into account; and
 - (2) must not require the employee to take any period of annual leave of less than one week; and
 - (3) 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
 - (4) must not be inconsistent with any leave arrangement agreed by the employer and employee.
- (iii) The employee must take paid annual leave in accordance with a direction under paragraph (i) that is in effect.
- (iv) An employee to whom a direction has been given under paragraph (i) 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 (iv) may result in the direction ceasing to have effect.

(f) Payment for leave

(i) Employees shall receive their ordinary pay during all periods of annual leave. Employees may request that before going on leave, such leave be paid in advance, otherwise the leave will be paid in the normal pay fortnights for the period of such leave.

(1) Ordinary pay means remuneration for the employee's normal weekly number of hours of work calculated at the ordinary time rate of pay.

(ii) In addition to the ordinary pay as prescribed in (f)(i) all employees shall receive the higher of either:

(1) a loading of 17.5% calculated on the prescribed rate of salary:

(A) provided that for a registered nurse such loading shall be on a maximum of 152 hours (4 weeks) in respect of any year of employment; or

(2) in respect of each week of leave granted an amount comprising the following:

(A) all payments for ordinary hours of work;

(B) shift work premiums according to roster or projected roster;

(C) Saturday, Sunday premiums according to roster or projected roster;

(D) qualification allowances; and

(E) uniform allowances.

(g) Pay in lieu of an amount of annual leave

(i) Upon receipt of a written request by an Employee, the Employer may, authorise the Employee to receive pay in lieu of an amount of annual leave.

(1) Paid annual leave must not be cashed out if the cashing out would result in the employee's remaining accrued entitlement to paid annual leave being less than 4 weeks.

(2) Where an Employee forgoes an entitlement to take an amount of annual leave, the employee must be paid at least the full amount that would have been payable to the employee had the employee taken the leave that the employee has forgone.

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- (3) Where an employee forgoes an entitlement to take an amount of annual leave, the Employer will give the Employee the amount of pay that the Employee is entitled to receive in lieu of the amount of annual leave, plus leave loading that would otherwise have been payable within two weeks of the request being made.
 - (4) Superannuation guarantee contributions will be paid in relation to the amount of annual leave and annual leave loading for which payment is received in lieu.

(h) Weekend Work

For the purposes of the additional weeks' annual leave provided by the NES for shiftworkers, the following shall apply:

- (i) A full-time Employee who is required to work and worked ordinary hours (as prescribed under Clause 5 - Hours of Work) on week days and on weekends throughout the qualifying twelve months period of service shall be allowed an additional seven consecutive days leave including non-working days.
- (ii) A full-time Employee with twelve months continuous service so engaged for part of the qualifying twelve months period shall have the leave prescribed in subclause (a) increased by half a day for each month during which engaged as aforesaid.

(i) Leave taken in advance

Where the annual leave or any part thereof has been taken in advance by an employee and:

- (1) the employment of the employee is terminated before he or she has completed the year of employment in respect of which such annual leave or part has been taken; and
- (2) the sum paid by the employer to the employee as ordinary pay for the annual leave or part so taken in advance exceed the sum which the employer is required to pay to the employer under (c);

The employer shall not be liable to make any payment to the employee under (c) and shall be entitled to deduct the amount of such excess from any remuneration payable to the employee upon the termination of the employment.

26. PURCHASED LEAVE

- (i) Purchased Leave enables Employees, by mutual agreement with their Employer, to access up to 20 working days' (4 weeks) unpaid

additional leave in a twelve month period, with salary deductions for the nominated period(s) averaged over the whole year rather than at the time the leave is taken.

- (ii) Purchased Leave may be taken in conjunction with other types of leave. Purchased Leave may not be used to break a period of Long Service Leave.
- (iii) Purchased Leave must be used in the twelve month period in which it is purchased.
- (iv) Purchased Leave and associated salary deductions will be based on the Employee's average daily hours (i.e. 7 hours 36 minutes for full time Employees) and the Employee's substantive salary at the appropriate classification at the relevant increment point contained in Schedule 2.
- (v) The Employer may grant Purchased Leave, subject to operational requirements. Once approval has been granted, the arrangement may only be varied or cancelled in extraordinary circumstances.
- (vi) Where the arrangement, because of extraordinary circumstances, has been varied or cancelled and requires a refund of salary deductions, the refund will be made as a lump sum no later than two pay periods following notification of the variation or cancellation.
- (vii) Where the Employee's employment terminates, deductions made for Purchased Leave not yet taken will be repaid.
- (viii) Where the Employee's employment terminates and there are outstanding deductions for Purchased Leave, the Employee may elect to have the amount treated as overpayment of salary or offset against annual leave credits.

27. PUBLIC HOLIDAYS

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

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- (iii) Melbourne Cup Day, or in lieu of Melbourne Cup Day, some other day as determined under Victorian law for a particular locality; and
 - (iv) Any additional public holiday declared or prescribed in Victoria or a locality in respect of occasions other than those set out in (b)(i),(ii) and (iii).
 - (v) If a day or days are not determined in respect of any of the occasions (b)(i), (ii) or (iii) under Victorian law in any year, the public holiday for that occasion will be the day or date upon which the public holiday was observed in the previous year.
- (c) Applicability of penalty payments for some public holidays falling on a weekend
- When Christmas Day, Australia Day, Boxing Day, or New Year's Day (**Actual Day**) is a Saturday or a Sunday, and a substitute or additional holiday is determined under Victorian law on another day in respect of any of those occasions (**Other Day**):
- (i) Weekend Workers and casual Employees shall receive penalty payments pursuant to clause (e) for time worked on the Actual Day or on the Other Day if the employee does not work ordinary hours on the Actual Day; and
 - (ii) all other Employees will receive penalty payments pursuant to clause (e) for time worked on the Other Day.
- (d) Substitution of one public holiday for another
- The Employer, with the agreement of the Employee, may substitute another day for any prescribed in this clause other than Christmas Day, Boxing Day, New Year's Day and Australia Day:
- (i) The Employer and Employee may agree to substitute another day for any prescribed in this clause (other than Christmas Day, Boxing Day, New Year's Day and Australia Day). For this purpose, the employee may substitute another day for those prescribed in this clause.
 - (ii) An agreement pursuant to paragraph (i) shall be recorded in writing and be available to the affected Employee.
- (e) Penalty Payments in respect of public holidays
- (i) An Employee, other than a casual, who performs work (including overtime work) on a public holiday (or where Christmas Day, Boxing Day, New Year's Day or Australia Day fall on a weekend, the day to which penalty rates apply pursuant to clause (c)) shall be entitled to be paid;
 - (1) 200% (based on 1/38th of the weekly salary set out in Schedule 2) for the time worked on a public holiday Monday to Friday; or
 - (2) 250% (based on 1/38th of the weekly salary set out in Schedule 2) for the time worked on a public holiday on a

Saturday or Sunday (which is inclusive of the rates in clause 21 – Saturday and Sunday Work).

- (ii) A casual Employee who performs work (including overtime work) on a public holiday (or where Christmas Day, Boxing Day, New Year's Day or Australia Day fall on a weekend, the day to which penalty rates apply pursuant to clause (c)) shall be entitled to be paid inclusive of the casual loading;
 - a. 250% (based on 1/38th of the weekly salary set out in Schedule 2) for time worked on a public holiday Monday to Friday; or
 - b. 312.5% (based on 1/38th of the weekly salary set out in Schedule 2) for time worked on a public holiday on a Saturday or Sunday (which is inclusive of the rates in Clause 21).
- (f) Public holidays occurring on rostered days off
 - (i) Subject to (f)(ii) and (iii), a full-time Employee shall receive a sum equal to a day's ordinary pay for public holidays that occur on their rostered day off.
 - (ii) Subject to clause (f)(iii), if a public holiday falls on Saturday or Sunday then (f)(i) will only apply to Weekend Workers.
 - (iii) Where on each occasion that Christmas Day, Boxing Day, New Year's Day or Australia Day falls on a weekend, and under Victorian law an additional day or substitute day (**Other Day**) applies as a public holiday in respect of that occasion, and:
 - a. the Employee is rostered off for both the actual day and the Other Day, then only one day's payment will be made under (f)(i); or
 - b. the Employee works only on one of either the actual day or the Other Day, and receives penalty rates for the day worked, the Employee will not receive a payment under (f)(i) in respect of the day not worked.
- (g) Part-time employees

A part-time employee who is ordinarily not required to work on the day of the week on which a particular holiday is observed shall not be entitled to any benefit for any such public holiday unless he/she is required to work on the public holiday, notwithstanding the following:

- (i) In determining whether a part-time employee who works a variable roster is entitled to receive public holiday penalty rates for a particular public holiday not worked, the Employer will determine this by reviewing the roster pattern of the individual over the preceding six months. If the rosters show that the employee has worked 50% or more of the days on which a particular public holiday

falls, the employee shall be entitled to receive the 'rostered off' benefit for that public holiday.

- (ii) For the purposes of this clause the 'rostered off' benefit shall be calculated by adding together the hours worked by the employee on the particular day of the week on which the public holiday falls over the immediately preceding six months and averaging those hours in respect of those days worked by the employee.
- (h) For the purpose of this clause only, a **Weekend Worker** is an employee who works ordinary hours on a Saturday or Sunday.

28. PERSONAL/CARERS LEAVE

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

(a) Definitions

The term **immediate family** is as defined in Clause 9 – Definitions of this Agreement.

(b) Access to paid personal leave

- (i) Paid personal leave is available to an employee, when they are absent:
 - due to personal illness or injury; or
 - for the purposes of supporting or caring for an immediate family or household member who is ill or injured and requires the employee's care or support or who requires care or support due to an unexpected emergency.
- (ii) The amount of personal leave to which a full-time employee is entitled depends on how long they have worked for the employer and accrues as follows:

(c) Amount of paid personal leave

- (i) An employee is entitled to the following amount of paid personal leave which accrues progressively during a year of service:
 - (1) up to 7 hours and 36 minutes, for each month of service in the first year of service;
 - (2) up to 106 hours and 24 minutes, in each year in the second, third and fourth years of service;

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- (3) up to 159 hours and 36 minutes, in the fifth and following years of service.
 - (ii) In respect of part-time employees, the entitlement shall be on a pro rata basis of time worked.
- (d) Accrual of Personal Leave
- (i) In accordance with the NES, such untaken leave accumulates from year to year.
 - (ii) Where the one day absences without evidence referred to in clause (e)(iii) are not taken for a period of five years, an additional 38 hours personal leave shall be added to the Employee's accrued entitlement.
- (e) Personal leave for personal injury or illness
- (i) An employee is entitled to use the full amount of their personal leave entitlement including accrued leave for the purposes of personal illness or injury, subject to the conditions set out in this clause.
 - (ii) In the event of an employee becoming unfit for duty due to personal injury or illness (a certificate of a legally qualified health practitioner or a Statutory Declaration signed by the employee shall be satisfactory evidence of personal injury or illness), the employee shall be entitled to personal leave for personal injury or illness on full pay.
 - (iii) Provided that an employee may be absent through personal injury or illness for one day without furnishing evidence of such personal injury or illness as provided in clause (e)(ii) hereof on not more than three occasions in any one year of service. Where practicable, an employee will notify the employer two hours before the time rostered to commence duty on the day of such absence. Provided that employees rostered for duty prior to 11.00am on the day of such absence shall not be required to give such notice before 7.00am.
 - (iv) Provided further that an employee's entitlement to payment for personal leave for personal injury or illness upon production of a Statutory Declaration. Provided that the use of statutory declarations as evidence shall be limited to not more than three occasions per year, and being no more than 5 days/shifts in total per year. Absences in respect to the production of a statutory declaration signed by the employee is limited to any single occasion not more than 2 days/shifts.

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- (v) The employer shall not terminate the service of an employee during the currency of any period of personal leave with the object of avoiding his or her obligations under this subclause.
 - (vi) Provided that in respect of any period of absence from employment between engagement with one employer and another re-engagement with the same employer, continuity of employment shall be deemed to be unbroken provided such period of absence does not exceed five weeks in addition to the total period of annual leave, long service leave and or personal leave which the employee actually receives on termination or for which he or she is paid in lieu.
 - (vii) Provided further that where any employee for the sole purpose of undertaking a course of study related to his or her employment is, with the written approval of his or her employer, absent without pay for up to but not exceeding 52 weeks, such absences shall not be deemed to have broken continuity of service but shall not be counted in aggregating service for the purpose of establishing entitlement to personal leave portability.
 - (ix) Employees who are absent on personal leave for personal injury or illness either side of a public holiday shall be required to provide a medical certificate from a registered health practitioner, Statutory Declaration or other evidence satisfactory to the employer within ten working days after their return to work.
- (f) Carers Leave
- (i) Employees shall be entitled to use, in accordance with this subclause, any paid personal leave entitlement where required to provide care or support to a member of their immediate family, or a member of their household, who requires care or support because of a personal illness, or personal injury, affecting the member; or an unexpected emergency affecting the member.
 - (ii) Employees (including casuals) are also entitled to a period of up to two days unpaid carer's leave for each occasion. The Employer may require production of a medical certificate or statutory declaration establishing the need for the Employee to care for or support them during that time and the estimated length of absence. An employee cannot take unpaid carer's leave during a particular period if the employee could instead take paid personal/carer's leave.
- (g) Personal Leave to Attend Appointment

Where an Employee is absent from duty on account of a disability or required to attend a Registered Health Practitioner, the Employee shall

be granted out of personal leave entitlements leave of absence for a period not exceeding five working days in aggregate in any personal leave accrual year.

29. COMPASSIONATE LEAVE

- (a) An employee is entitled to 4 days of compassionate leave for each occasion (a *permissible occasion*) when a member of the employee's immediate family, or a member of the employee's household:
 - (i) contracts or develops a personal illness that poses a serious threat to his or her life; or
 - (ii) sustains a personal injury that poses a serious threat to his or her life; or
 - (iii) dies.
- (b) An employee may take compassionate leave for a particular permissible occasion if the leave is taken:
 - (i) to spend time with the member of the employee's immediate family or household who has contracted or developed the personal illness, or sustained the personal injury, referred to in subclause (a); or
 - (ii) after the death of the member of the employee's immediate family or household referred to in subclause (a).
- (c) An employee may take compassionate leave for a particular permissible occasion as a single continuous 4 day period; or 2 separate periods of 2 days each; or any separate periods to which the employee and the employer agree.
- (d) If the permissible occasion is the contraction or development of a personal illness, or the sustaining of a personal injury, the employee may take the compassionate leave for that occasion at any time while the illness or injury persists.
- (e) If, in accordance with this Clause, an employee, other than a casual employee, takes a period of compassionate leave, the employer must pay the employee at the employee's base rate of pay for the employee's ordinary hours of work in the period. For casual employees, compassionate leave is unpaid leave.
- (f) The employee, if required by the employer, shall supply relevant evidence of the requirement for such leave. Such evidence may include a requirement to supply a medical certificate.

30. LONG SERVICE LEAVE

(a) Entitlement

- (i) Employees shall be entitled to long service leave as hereinafter provided.
- (ii) An employee shall be entitled to long service leave with pay, in respect of continuous service with the Employer in accordance with the provisions of this Clause.
- (iii) An employee shall have the following entitlement to long service leave:
 - (1) On the completion by the employee of fifteen years continuous service - six months long service leave and thereafter an additional two months long service leave on the completion of each additional five years service.
 - (2) In addition, in the case of an employee who has completed more than fifteen years service and whose employment is terminated otherwise than by the death of the employee, an amount of long service leave equal to 1/30th of the period of their service since the last accrual of entitlement to long service leave under (a)(iii)(1)
 - (3) In the case of an employee who has completed at least ten years service, but less than fifteen years service and whose employment is terminated for any cause, such amount of long service leave as equals 1/30th the period of service.

(b) Service entitling to leave

- (i) Subject to this subclause service shall also include all periods during which an employee was serving in Her Majesty's Forces or was made available by the employer for National Duty.
- (ii) Where a business is transferred from one employer (the **old employer**) to another employer (the **new employer**) an employee who worked with the old employer and who continues in the service of the new employer shall be entitled to count her/his service with the old employer as service with the new employer for the purposes of this clause.
- (iii) For the purposes of this Clause service shall be deemed to be continuous notwithstanding:

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- (1) the taking of any annual leave or long service leave; or other paid leave approved in writing by the employer and not covered by subclause (b)(iii)(2) to (b)(iii)(4).
 - (2) any absence from work of not more than fourteen days in any one year on account of illness or injury or if applicable such longer period as provided in the Personal Leave clause of this Agreement;
 - (3) any interruption or ending of the employment by the employer if the interruption or ending is made with the intention of avoiding obligations in respect of long service leave or annual leave;
 - (4) any absence on account of injury arising out of or in the course of the employment of the employee for a period during which payment is made under the Accident pay clause of this Agreement.
 - (5) any leave of absence of the employee where the absence is authorised in advance in writing by the employer to be counted as service;
 - (6) any interruption arising directly or indirectly from an industrial dispute;
 - (7) the dismissal of an employee, but only if the employee is re-employed within a period not exceeding two months after the dismissal;
 - (8) any absence from work of an employee from work for a period not exceeding twelve months or longer as agreed under the parental leave clause of this Agreement in respect of any pregnancy or adoption;
 - (9) any unpaid absence of not more than 24 months for the sole purpose of undertaking a course of study related to nursing where the written approval of the employer is given;
 - (10) any other absence of an employee by leave of the employer, or on account of injury arising out of or in the course of his or her employment not covered by (b)(iii)(4) of this subclause.
- (iv) In calculating the period of continuous service of any employee, any interruption or absence of a kind mentioned in (b)(iii)(1) to (b)(iii)(5) shall be counted as part of the period of their service, but any interruption or absence of a kind mentioned in (b)(iii)(6) to (b)(iii)(10)

shall not be counted as part of the period of service unless it is so authorised in writing by the employer.

- (v) The employer shall keep or cause to be kept a long service record for each employee, containing particulars of service, leave taken and payments made.

(c) Payment in lieu of long service leave on the death of an employee

Where an employee who has completed at least ten years' service dies while still in the employment of the employer, the employer shall pay to such employee's personal representative a sum equal to the pay of such employee for 1/30th of the period of the employee's continuous service in respect of which leave has not been allowed or payment made immediately prior to the death of the employee.

(d) Payment for period of leave

- (i) Payment to an employee in respect of long service leave shall be made in one of the following ways:

- (1) in full in advance when the employee commences his or her leave; or

- (2) at the same time as payment would have been made if the employee had remained on duty; in which case payment shall, if the employee in writing so requires, be made by cheque posted to a specified address; or

- (3) in any other way agreed between the employer and the employee.

- (ii) Where the employment of an employee is for any reason terminated before the employee takes any long service leave to which he or she is entitled or where any long service leave accrues to an employee pursuant to (a)(iii)(2) hereof the employee shall subject to the provisions of (d)(iii) be entitled to pay in respect of such leave as at the date of termination of employment.

- (iii) Where any long service leave accrues to an employee pursuant (a)(i) hereof the employee shall be entitled to pay in respect of such leave as at the date of termination of employment.

- (iv) Where an increase occurs in the ordinary time rate of pay during any period of long service leave taken by the employee, the employee shall be entitled to receive payment of the amount of any increase in pay at the completion of such leave.

(e) Taking of leave

- (i) When an employee becomes entitled to long service leave such leave shall be granted by the employer within six months from the date of the entitlement, but the taking of such leave may be postponed to such a date as is mutually agreed.
- (ii) Any long service leave shall be inclusive of any public holiday or accrued day off occurring during the period when leave is taken.
- (iii) If the employer and an employee so agree:
 - (1) the first six months long service leave to which an employee becomes entitled under this Agreement may be taken in two or three separate periods; and
 - (2) any subsequent period of long service leave to which the employee becomes entitled may be taken in two separate periods, but save as aforesaid long service leave shall be taken in one period.

(f) Leave allowed before due date

- (i) An employer may by agreement with an employee grant long service leave to the employee before the entitlement to that leave has accrued, provided that such leave shall not be granted before the employee has completed ten years' service.
- (ii) Where the employee of an employer who has taken long service leave in advance is subsequently terminated for serious and wilful misconduct before entitlement to long service leave has accrued, the employer may, from whatever remuneration is payable to the worker upon termination, deduct and withhold an amount equivalent to the amount paid to the employee in respect of the leave in advance.

(g) Definitions

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

“Pay” means remuneration for an employee’s normal weekly hours of work calculated at the employee’s ordinary time rate of pay provided in Schedule 2 hereof at the time the leave is taken or (if the employee dies before the completion of leave so taken) as at the time of his or her death; and shall include the amount of any increase to the employee’s ordinary time rate of pay which occurred during the period of leave as from the date such increase operates.

“Month” shall mean a calendar month.

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- (h) Requests for alterations to payment and quantum of leave
 - (i) At the request in writing of the employee, and then by agreement of the Employer, Long Service Leave entitlements may be taken as double the quantum of leave at half pay.
 - (ii) Where the employee is considering making such a request, the employer recommends that the employee seek independent financial advice as to the relevant taxation implications, if any, prior to making such a request.
 - (iii) The Employer will provide to the employee in writing an indication of the payment and the tax payable as a result of the employee choosing double the leave at half pay, option prior to the request by the employee being finalised.

31. DISCIPLINARY PROCEDURE

- (a) Where disciplinary action may be necessary, the management representative shall notify the Employee of the issues in writing and the Employee will be given an opportunity to respond to these issues. In the event that the Employee's response is unsatisfactory, a first warning in writing may be issued. This warning will be recorded on the Employee's personnel file.
- (b) If there are further performance or conduct issues, the Employee will again be notified in writing of the matter and a response requested from the Employee. If appropriate, a second warning in writing will be given to the Employee and recorded on the Employee's personnel file.
- (c) In the event that there are further performance or conduct issues, the Employee will again be notified in writing of the matter and a response requested. If appropriate, a final written warning will be issued to the Employee and recorded on the Employee's personnel file.
- (d) In the event of further performance or conduct issues, then the Employee may be terminated after the matters have been investigated and reasons sought from the Employee.
- (e) Notwithstanding the above process, for serious matters pertaining to conduct or performance the Employer may also issue a "final warning" in the first instance. A "final warning" shall be such that the employee is notified that in the event that there are further performance or conduct issues the employee may be terminated. Further, termination or summary dismissal of an Employee may still occur for acts of serious misconduct.

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- (f) During all steps in the Disciplinary Procedure, the Employee has the right to representation of his or her choice, including the ANMF. The Employer may be represented by the representative of their choice.
 - (g) Records relating to disciplinary procedures will be disregarded where a continuous period of 12 months elapses without further warning/s.
 - (h) This clause shall not apply until the Employee has completed a period of employment with the Employer of at least the minimum employment period as prescribed in the Fair Work Act 2009.

32. TERMINATION OF EMPLOYMENT

- (a) Notice of termination by the employer
 - (i) In order to terminate the employment of an employee the employer shall give to the employee the following notice:

Period of continuous service	Period of notice
Less than 1 year	2 weeks
2 years and over	4weeks

- (ii) In addition to the notice in (a)(i) hereof, employees over 45 years of age at the time of the giving of the notice with not less than two years' continuous service, shall be entitled to an additional week's notice.
- (iii) Payment in lieu of the notice prescribed in (a)(i) hereof shall be made if the appropriate notice period is not given. Provided that employment may be terminated by part of the period of notice specified and part payment in lieu thereof.
- (iv) The required amount of payment in lieu of notice must equal or exceed the total of all amounts that, if the employee's employment had continued until the end of the required period of notice, the employer would have become liable to pay to the employee because of the employment continuing during that period. That total must be calculated on the basis of:
 - (1) the employee's ordinary hours of work (even if not standard hours); and
 - (2) the amounts ordinarily payable to the employee in respect of those hours, including (for example) allowances, loading and penalties; and

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- (3) any other amounts payable under the employee's contract of employment.
 - (v) The period of notice in this clause does not apply:
 - (1) in the case of dismissal for serious misconduct;
 - (2) to employees engaged for a specific period of time or for a specific task or tasks;
 - (3) to trainees whose employment under a traineeship agreement or an approved traineeship is for a specified period or is, for any other reason, limited to the duration of the agreement; or
 - (4) to casual employees.
 - (vi) For the purposes of this clause, continuity of service shall be calculated in the manner prescribed in the Long Service Leave clause of this Agreement.
- (b) Notice of termination by the employee
- (i) The notice of termination required to be given by an employee shall be the same as that required of an employer, save and except that there shall be no additional notice based on the age of the employee concerned and for a period of continuous service of one year or less the employee shall only be required to provide one weeks' notice.
 - (iii) Subject to financial obligations imposed on the employer by an Act, if an employee fails to give notice the employer shall have the right to withhold monies due to the employee with a maximum amount equal to the ordinary time rate of pay for the period of notice in accordance with s324 1(b) of the Fair Work Act.
- (c) Time off work during notice period

Where an employer has given notice of termination to an employee, an employee shall be allowed up to one day's time off without loss of pay for the purpose of seeking other employment. The time off shall be taken at times that are convenient to the employee after consultation with the employer.

33. PROFESSIONAL DEVELOPMENT AND ASSOCIATED ENTITLEMENTS

- (a) All absences resulting from approved professional development leave, conference/seminar, study leave or examination/assessment leave will be

back-filled in clinical areas where that Employee would ordinarily have a patient allocation.

Professional Development and Conference/Seminar Leave

- (b) Professional Development is the means by which members of the profession maintain knowledge in their current area of practice, improve and broaden their knowledge, expertise and competence, and develop the personal and professional qualities required through their professional lives. The CPD cycle involves:
 - (i) Reviewing practice; and
 - (ii) Identifying learning needs; and
 - (iii) Planning and participating in relevant learning activities; and
 - (iv) Reflecting on the value of those activities.
- (c) All Employees are entitled to five (5) days' professional development leave in each financial year (as defined in clause (a) and which includes conference/seminar leave per year) (in addition to other leave entitlements). Part-time Employees accrue this leave on a pro rata basis.
- (d) Professional development leave may also be utilised for activities including research or home study.
- (e) An Employee wishing to take professional development leave must apply in writing to the Employer at least six weeks prior to the proposed leave date. If the Employee is wishing to take professional development leave to undertake home study the Employee's request will include details of the relevance of the study to the Employee's employment.
- (f) The application for professional development leave shall be approved by the Employer unless there are exceptional circumstances that justify non-approval.
- (g) Except for the conditions in paragraphs (b) to (e), no other conditions attach to the granting of professional development leave and the Employer will not unreasonably withhold approval of the leave.
- (h) The Employer must, within seven days, notify the Employee in writing whether the leave request is approved. If the leave is not granted, the reasons will be included in the notification to the applicant.
- (i) If a valid application is made for the 5 days or any portion thereof but no leave is granted during the calendar year, one day's leave shall be added to the Employee's accrued annual leave, or taken in another manner as mutually agreed between the Employer and the Employee.
- (j) Otherwise than in accordance with paragraph (i), accrued professional development leave will not accumulate from year to year.

Study Leave

- (k) Paid study leave will be available to all full-time and part-time Employees where a component of the course is relevant to the work of the Employee

(as defined in Qualification Allowances). The Employer will not unreasonably refuse a request for study leave.

- (l) Paid study leave may be taken as mutually agreed by, for example, four hours per week, eight hours per fortnight or blocks of 38 hours at a residential school.
- (m) A part-time Employee will be entitled to paid study leave on a pro-rata basis.
- (n) An Employee wishing to take study leave in accordance with paragraph (l) must apply in writing to the Employer as early as possible prior to the proposed leave date. The Employee's request should include:
 - (i) details of the course and institution in which the Employee is enrolled or proposed to enrol; and
 - (ii) details of the relevance of the course to the Employee's employment.
- (o) The Employer must, within seven days of the application being made, notify the Employee of whether her or his request for study leave has been approved.
- (p) Leave pursuant to this clause does not accumulate from year to year.

34. E-LEARNING

- (a) The employer may require employees to complete core modules through e-learning and will pay employees for the approved time taken to complete this training.
- (b) E-learning modules will normally be completed within the ordinary working hours in the workplace. With prior approval from the line Manager (However titled) and the agreement of the employee, modules can be completed outside of working hours.
- (c) The employer will allocate an amount of time for the completion of each core module. When an employee completes a module outside of working hours, the employee will be paid at the applicable rate of pay for the allocated time taken to complete the module.
- (d) Where an employee finds that it takes more than the allocated time to complete a module, they should log out of the training (which will save it automatically) and bring this to the attention of their manager. The manager will take steps to ensure the employee is able to complete the training by:
 - (i) arranging for the module to be completed in working hours in the workplace and ensuring access to IT resources to allow this to occur; and/or
 - (ii) approving payment for additional time required to complete the module outside working hours. If an employee is still unable to complete the module after the additional time, they should again bring this to the attention of the manager; and / or

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- (iii) taking steps to assist the employee to complete the modules (for instance by providing training on computer literacy or on increased proficiency in reading the English language)
 - (iv) an employee who fails to follow the above procedure and spends more than the allotted time will receive payment for the time allocated for the completing the module.

35. QUALIFICATION ALLOWANCE

- (a) A Registered Nurse will be entitled to a qualification allowance set out below, subject to the following:
 - (i) a Registered Nurse holding more than one qualification is only entitled to one qualification allowance, being the allowance for the highest qualification held having regard to sub-clause (a)(ii)
 - (ii) it must be demonstrated that at least one component of the qualification is applicable to the relevant Employee's current area of practice. In situations where a component of a postgraduate qualification is relevant to that Employee's current area of practice an allowance is payable. In considering whether a component of the qualification is relevant, the nature of the qualification and the current area of practice of the qualification holder are the main criteria. Other considerations may include:
 - (1) the clinical or other area of work of the Registered Nurse;
 - (2) the classification and position description of the Registered Nurse;
 - (3) whether the qualification would assist the Registered Nurse in performing her or his role and/or assist in maintaining quality patient care and/or assist in the administration of the ward/unit/area in which the Registered Nurse is employed.
 - (iii) a Registered Nurse claiming entitlement to a qualification allowance must provide to the Employer evidence of that Registered Nurse holding the qualification for which the entitlement is claimed.
 - (iv) for the avoidance of doubt, a qualification allowance cannot be claimed by a Registered Nurse in respect of that Employee's base qualification leading to registration as a Registered Nurse.
 - (v) certificates obtained from training or education facilities (eg. infection control certificates from the Mayfield Centre) shall be recognised provided that the programmes are equivalent to a University/Graduation certificate and the training/education facility verifies that in writing.

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- (b) A Registered Nurse who holds a Hospital Certificate or Graduate Certificate (or equivalent) shall be paid, in addition to their salary, 4.0% of base rate.
 - (c) A Registered Nurse who holds a Post-Graduate Diploma or a Degree (or equivalent) (other than a nursing undergraduate degree), or a double degree, shall be paid, in addition to her or his salary, 6.5% of base rate.
 - (d) A Registered Nurse who holds a Masters shall be paid, in addition to their salary, 7.5% of base rate.
 - (e) A Registered Nurse who holds a Doctorate, shall be paid, in addition to their salary, 8.5% of base rate.
 - (f) The above allowances are to be paid during all periods of paid leave except personal leave beyond 21 days and long service leave.
 - (g) The allowance is to be paid on a pro-rata basis for non-full-time Employees.
 - (h) Payment of the allowance shall be payable on the first full pay period on or after the date evidence of such qualification is provided by the employee to the Employer. The employee shall not be back-paid to the date the qualification was achieved.

36. QUALIFICATION ALLOWANCE – ENROLLED NURSES

An Enrolled Nurse will be entitled to a qualification allowance set out below.

- (a) An Enrolled Nurse who holds a certificate or qualification (which is in addition to the minimum qualification) held by the nurse for registration in which it is demonstrated that at least one component is applicable to her/his area of practice and/or work shall be paid the following allowance:
 - (i) a certificate or qualification for a course of six months duration, but not including a pre or post-registration course leading to endorsement to administer medication - 4% of the EN qualification allowance rate;
 - (ii) The EN qualification allowance rate is the weekly rate for an EN 1.6.
- (b) Provided that only one allowance is payable to each eligible Enrolled Nurse, being the allowance for the highest qualification held, and provided that the certificate or qualification is relevant to the work performed.
- (c) The course undertaken must result in a certificate or qualification being awarded, and not simply completion of certain subjects.

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- (d) An Enrolled Nurse claiming entitlements to a qualification allowance must provide the Employer with evidence of that Enrolled Nurse holding the qualification for which the entitlement is claimed.
 - (e) For the avoidance of doubt, a qualification allowance cannot be claimed by an Enrolled Nurse in respect of that Employee's base qualification leading to initial registration as an Enrolled Nurse.
 - (f) Notwithstanding anything contained elsewhere in this clause an Enrolled Nurse who holds any other certificate or qualification which may from time to time be approved by the NMBA and who is required to use such certificate or qualification shall be paid an allowance as set out above for a course of six months duration.
 - (g) Payment of the allowance shall be payable on the first full pay period on or after the date evidence of such qualification is provided by the employee to the Employer. The employee shall not be back-paid to the date the qualification was achieved.
 - (h) The above allowances are to be paid during all periods of paid leave except personal leave beyond 21 days and long service leave.

37. HIGHER DUTIES

- (a) An employee engaged in any one day or shift for more than two hours on duties carrying a higher rate than the classification in which she/he is ordinarily employed shall be paid for the full day or shift at the minimum rate for that higher classification but if so engaged for two hours or less only the time so worked shall be paid for at that higher rate.

38. SHIFT ALLOWANCES

- (a) In addition to any other rates prescribed elsewhere in this part of this Agreement an employee whose rostered hours of ordinary duty finish between 6.00p.m. and 8.00a.m. or commence between 6.00p.m. and 6.30a.m. shall be paid an amount stipulated in Schedule 2 per rostered period of duty for any such period of duty.
- (b) Provided that in the case of an employee working on any rostered hours of ordinary duty, finishing on the day after commencing duty or commencing after midnight and before 5.00a.m. he or she shall be paid an amount stipulated in Schedule 2 per rostered period of duty for any such period of duty.

39. MEAL ALLOWANCE

- (a) A meal allowance shall be paid in addition to any overtime payment as follows:
 - (i) When required to work after the usual finishing hour of work beyond one hour (Monday to Sunday inclusive) or in the case of shift workers when the overtime work on any shift exceeds one hour – Meal Allowance A as set out in Schedule 2. Provided that where such overtime work exceeds 5 hours a further meal allowance of Meal Allowance B, as set out in Schedule 2, shall be paid.
 - (ii) These foregoing provisions shall not apply when an employee could reasonably return home for a meal within the period allowed.

40. JURY SERVICE

- (a) An employee other than a casual employee, required to attend for jury service during his or her ordinary working hours shall be reimbursed by the employer an amount equal to the difference between the amount paid in respect of his or her attendance for such jury service and the amount of ordinary salary he or she would have received in respect of the ordinary time he or she would have worked had he or she not been on jury service.
- (b) An employee shall notify his or her employer as soon as possible of the date upon which he or she is required to attend for jury service. Further the employee shall give his or her employer proof of his or her attendance at the court, the duration of such attendance and the amount received in respect of such jury service.

41. REDUNDANCY

- (a) Where the Employer has proposed to make a decision to introduce a major change to production, program, organisation, structure, or technology in relation to its enterprise; and the change is likely to have a significant effect on employees of the Employer, the Employer shall consult with affected employees in accordance with the consultation regarding change provision of this Agreement.

Transfer to lower paid duties

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

Severance pay

- (c) In addition to the period of notice prescribed for termination, an employee whose employment is terminated for reasons set out in paragraph (a) shall be paid the following amount of severance pay in respect of a period of continuous service.

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

Definitions

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

Employee Leaving During Notice Period

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

Alternative Employment

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

Time off Period of Notice

- (g) An employee given notice of termination in circumstances of redundancy must be allowed up to one day's time off without loss of pay during each week of notice for the purpose of seeking other employment.
- (h) If the employee has been allowed paid leave for more than one day during the notice period for the purpose of seeking other employment, the employee must, at the request of the employer, produce proof of

attendance at an interview or they will not be entitled to payment for the time absent. For this purpose a statutory declaration is sufficient.

- (i) This entitlement applies instead of clause 32(c).

Employees with Less Than One Year's Continuous Service

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

Employees Exempted

- (k) This clause shall not apply where employment has been terminated because the conduct of an employee justifies instant dismissal or in the case of casual employees, or employees engaged for a specific period of time or for a specified task or tasks, or in accordance with any exemption provisions of the *Fair Work Act 2009*.

42. DAYLIGHT SAVING

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

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

43. SALARY PACKAGING PROCEDURE

- (a) Permanent employees may be able to make voluntary pre-tax contributions or payments through a written salary packaging agreement between the employer and the employee. The employer will pay the salary package amount in accordance with the salary package agreement.
- (b) An employee may apply to have their ordinary time earnings reduced by an amount nominated by them as a salary package contribution for their benefit.
- (c) The total value of the reduced salary and the agreed value of the benefits provided will not be less than the amount that would otherwise be paid if the salary package arrangement was not in place.
- (d) The Employer recognises the need for employees to consider independent financial and taxation advice and recommend that employees consider such advice prior to entering into salary package arrangements.

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- (e) In the event that the law governing superannuation and/or taxation make the objective of this clause ineffective, unattainable or illegal, the employer will advise the employee concerned. The salary sacrifice contribution arrangement will be terminated or amended to comply with such laws.
 - (f) Unless otherwise agreed by the employer, an employee may revoke or vary their salary package contribution/payment by giving not less than one month's written notice, provided the terms of any other agreement relating to the salary sacrifice benefit are met.

44. ON CALL ALLOWANCE AND RECALL PAYMENT

- (a) All employees required to be "on call" or who return to duty when off duty shall be paid, in addition to any other amount payable, an on-call allowance as set out in Schedule 2 per period of twelve hours or part thereof.
- (b) In the event of an employee being recalled to duty during an off-duty period, where the recall work is not continuous with the next succeeding rostered period of duty, that employee shall be paid a minimum of three hours pay at the appropriate overtime rate.
- (c) An Employee is entitled to four clear days in each fortnight of a four week roster cycle free of duty, including on-call/recall work.
- (d) Recall - Telephone Allowance
Where recall to duty can be managed without the Employee having to return to their workplace, such as by telephone, such Employee will be paid a minimum of one hour's overtime, provided that multiple recalls within a discrete hour will not attract additional payment.

45. WORKLOAD MANAGEMENT

Palliative Care South East is committed to ensuring that staffing levels are appropriate in order to ensure the delivery of high quality patient care. Further, PCSE will take into account the level of care appropriate for the assessed needs of the patient.

Should any employee deem that the workloads are unreasonably heavy, on a regular basis, then they have a responsibility to discuss their concerns with their manager. If appropriate action is not taken to address the workload issues, the employee may utilize the dispute resolution procedure of this Agreement.

46. LETTER OF APPOINTMENT

Palliative Care South East agrees to the adoption of a standard employment letter, Schedule 3 refers.

47. ACCIDENT PAY

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

(a) Definitions

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

(i) Total Incapacity

Total incapacity In the case of an employee who is or deemed to be totally incapacitated within the meaning of the *Workplace Injury, Rehabilitation and Compensation Act 2013* (hereinafter referred to as the WIRC Act) and arising from an injury covered by this Clause means a weekly payment of an amount representing the difference between the total amount of compensation paid under the WIRC Act for the week in question and the total 38 hour weekly rate and weekly over Agreement payment for a day employee which would have been payable under this part for the employee's normal classification of work for the week in question if she/he had been performing her/his normal duties provided that such latter rate shall exclude additional remuneration by way of shift premiums, overtime payments, special rates or other similar payments.

(ii) Partial incapacity

In the case of an employee who is or deemed to be partially incapacitated within the meaning of the WIRC Act and arising from an injury covered by this Clause means a weekly payment of an amount representing the difference between the total amount of compensation paid under the WIRC Act for the period in question together with the average weekly amount the employee is earning or is able to earn in some suitable employment or business (as determined expressly or by implication by the Accident Compensation Conciliation Service (as it is currently known) or as agreed between the parties) and the total 38 hour weekly rate and weekly over-agreement payment for a day employee which would have been payable under this part for the employee's normal classification of work for the week in question if he had been performing his normal duties provided that such latter rate shall exclude additional remuneration by way of shift premiums, overtime payments, special rates or other similar payments.

(1) The total 38 hour weekly agreement rate and weekly over-agreement payment abovementioned shall be the same as that applying for a total incapacity provided that where an

employee receives a weekly payment under this section and subsequently such payment is reduced pursuant to the WIRC Act such reduction will not increase the liability of the employer to increase the amount of accident pay in respect of that injury.

(2) For the purposes of the calculation of the total 38 hour weekly agreement rate and weekly over-agreement payment in (a)(i) and (a)(ii) payments made to an employee arising from a production incentive earnings scheme (whether arising from a payment by results, task or bonus scheme or however titled) shall not be taken into account.

(iii) Payment for part of a week

Where an employee receives accident pay and such pay is payable for incapacity for part of the week the amount shall be direct pro rata.

(iv) Injury shall be given the same meaning and application as applying under the WIRC Act, as amended from time to time and no injury shall result in the application of accident pay unless an entitlement exists under the WIRC Act.

(b) Qualification for payment

Always subject to the terms of this clause, an employee covered by this part shall upon receiving payment of compensation and continuing to receive such payment in respect of a weekly incapacity within the meaning of the WIRC Act be paid accident pay by her/his employer who is liable to pay compensation under the WIRC Act, which said liability by the employer for accident pay may be discharged by another person on his behalf, provided that:

(i) Accident pay shall only be payable to an employee whilst such employee remains in the employment of the employer by whom she/he was employed at the time of the incapacity and then only for such period as she/he receives a weekly payment under the WIRC Act. Provided that if an employee on partial incapacity cannot obtain suitable employment from hers/his employer but such alternative employment is available with another employer than the relevant amount of accident pay shall be payable.

(1) Provided further that in the case of the termination of employment by an employer of an employee who is incapacitated and who except for such termination would be entitled to accident pay, accident pay shall continue to apply subject to the provisions of this clause except in those cases

where the termination is due to serious and/or wilful misconduct on the part of the employee.

- (2) In order to qualify for the continuance of accident pay on termination an employee shall if required provide evidence to his/her employer of the continuing payment of weekly employees compensation payments.
- (c) Accident pay shall not apply to any incapacity occurring during the first two weeks of employment unless such incapacity continues beyond the first two weeks and then subject to (d) and to the maximum period of payment prescribed elsewhere herein, accident pay shall apply only to the period of incapacity after the first two weeks.
- (i) Provided that as to industrial diseases contracted by a gradual process or injuries subject to recurrence, aggravation or acceleration as provided in the WIRC Act such injuries or diseases shall not be subject to accident pay unless the employee has been employed with the employer at the time of the incapacity for a minimum period of one month.
- (d) Accident pay shall not apply in respect of any injury during the first five normal working days of incapacity.
- (i) Provided however that in the case of an employee who contracts an infectious disease in the course of duty and is entitled to receive workers compensation therefore shall receive accident pay from the first day of the incapacity.
- (e) Maximum period of payment
- The maximum period or aggregate of periods of accident pay to be made by an employer shall be a total of 39 weeks for any one injury as defined in (a)(iv)
- (f) Absences on other paid leave
- An employee shall not be entitled to payment of accident pay in respect of any period of other paid leave of absence.
- (g) Notice of injury
- An employee upon receiving an injury for which she/he claims to be entitled to receive accident pay shall give notice in writing of the said injury to her/his employer as soon as reasonably practicable after the occurrence thereof provided that such notice may be given by a representative of the employee.

(h) Medical examination

- (i) In order to receive entitlement to accident pay an employee shall conform to the requirements of the WIRC Act as to medical examination.
- (ii) Where in accordance with the WIRC Act a medical referee gives a certificate as to the condition of the employee and her/his fitness for work or specifies work for which the employee is fit and such work is made available by the employer and refused by the employee or the employee fails to commence the work. accident pay shall cease from the date of such refusal or failure to commence the work.

(i) Cessation of weekly payments

Where there is a cessation or redemption of weekly compensation payments under the WIRC Act the employer's liability to pay accident pay shall cease as from the date of such cessation or redemption.

(j) Civil damage claims

- (i) An employee receiving or who has received accident pay shall advise her/his employer of any action she/he may institute or any claim she/he may make for damages. Further the employee shall, if requested, provide an authority to the employer entitling the employer to a charge upon any money payable pursuant to any judgement or settlement on that injury.
- (ii) Where an employee obtains a judgement or settlement for damages in respect of an injury for which she/he has received accident pay the employer's liability to pay accident pay shall cease from the date of such judgement or settlement provided that if the judgement or settlement for damages is not reduced either in whole or part by the amount of accident pay made by the employer the employee shall pay to her/his employer any amount of accident pay already received in respect of that injury by which the judgement or settlement has not been so reduced.
- (iii) Where an employee obtains a judgement or settlement for damages against a person other than the employer in respect of an injury for which she/he has received accident pay the employer's liability to pay accident pay shall cease from the date of such judgement or settlement provided that if the judgement or settlement for damages is not reduced either in whole or part by the amount of accident pay made by the employer the employee shall pay to her/his employer any amount of accident pay already received in respect of that injury by which the judgement or settlement has not been so reduced.

(k) Insurance against liability

Nothing in this part shall require an employer to insure against her/his liability for accident pay.

(l) Variations in compensation rates

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

(m) Death of an employee

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

(n) Commencement

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

48. VEHICLE ALLOWANCE

(a) An employee required and authorised to use their own motor vehicle in the course of their duties will be paid the applicable vehicle allowances set out at Schedule 2.

(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 (b) which exceed the mode of transport, meals or the standard of accommodation agreed with the employer for these purposes.

49. UNIFORM AND LAUNDRY ALLOWANCE

(a) Where the Employer requires employees to wear uniforms and uniforms are not provided by the employer the employee shall be paid a uniform allowance as set out at Schedule 2 per day, or part thereof on duty or the allowance set out at Schedule 2 per week, whichever be the lesser amount. Where such employee's uniforms are not laundered by or at the expense of PCSE, the employee shall be paid a laundry allowance as set out at Schedule 2 per day or part thereof on duty or the allowance as set out at Schedule 2 per week, whichever be the lesser amount.

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- (b) The uniform allowances but not the laundry shall be paid during all absences on leave, except absence on long service leave and absence on personal leave beyond 21 days. Where, prior to taking leave, an employee was paid a uniform allowance other than at the weekly rate, the rate to be paid during absence on leave shall be the average of the allowance paid during the four weeks immediately preceding the taking of leave.
 - (c) Where an employer provides an employee with uniforms, all articles so provided remain the property of PCSE.

50. FLEXIBILITY ARRANGEMENTS

- (a) The employer and an employee covered by this enterprise agreement may agree to make an individual flexibility arrangement to vary the effect of terms of the agreement if:
 - (i) the agreement deals with 1 or more of the following matters:
 - (1) arrangements about when work is performed;
 - (2) overtime rates;
 - (3) penalty rates;
 - (4) allowances;
 - (5) leave loading; and
 - (ii) the arrangement meets the genuine needs of the employer and employee in relation to one or more of the matters mentioned in paragraph (i); and
 - (iii) The employer and the individual employee must have genuinely made the agreement without coercion or duress.
- (b) The employer must ensure that the terms of the individual flexibility arrangement:
 - (i) are about permitted matters under section 172 of the *Fair Work Act 2009*; and
 - (ii) are not unlawful terms under section 194 of the *Fair Work Act 2009*; and
 - (iii) result in the employee being better off overall than the employee would be if no arrangement was made.
- (c) The employer must ensure that the individual flexibility arrangement:
 - (i) is in writing; and
 - (ii) includes the name of the employer and employee; and

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- (iii) is signed by the employer and employee and if the employee is under 18 years of age, signed by a parent or guardian of the employee; and
 - (iv) includes details of:
 - (1) the terms of the enterprise agreement that will be varied by the arrangement; and
 - (2) how the arrangement will vary the effect of the terms; and
 - (3) how the employee will be better off overall in relation to the terms and conditions of his or her employment as a result of the arrangement; and
 - (v) states the day on which the arrangement commences.
- (d) The employer must give the employee a copy of the individual flexibility arrangement within 14 days after it is agreed to.
- (e) The employer or employee may terminate the individual flexibility arrangement:
- (i) by giving no more than 28 days written notice to the other party to the arrangement; or
 - (ii) if the employer and employee agree in writing — at any time.

51. REPRESENTATIVE LEAVE

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

52. BLOOD DONORS LEAVE

The Employer will release Employees upon request to donate blood where a collection unit is located on or adjacent to the premises. Employees shall be released from duty where reasonably practicable, without loss of pay, up to a maximum of two (2) hours per occasion.

53. EMERGENCY SERVICES LEAVE

At the discretion of the Employer, which discretion will be exercised on the basis of operational requirements and what is reasonable in a particular circumstance, the Employer will facilitate an employee who is a member of a voluntary emergency relief organisation such as the Country Fire Authority, Red Cross, St John Ambulance and the State Emergency Service to be released from normal duty without loss of pay (up to a maximum of three shifts per year) to assist in regard to a critical incident where a local emergency situation arises that requires the attendance of the employee.

54. FIXED TERM EMPLOYMENT

Fixed term employment will only be used for "true fixed term arrangements". "True fixed term arrangements" include, but are not limited to, replacement of Employees on maternity leave, long term WorkCover, parental leave or long service leave, employment in special projects, and post-graduate training.

55. CHILDCARE ALLOWANCE

- (a) Where Employees are required by the Employer to work outside their ordinary rostered hours of work and where less than 24 hours' notice of the requirement to perform such overtime work has been given by the Employer, other than recall when placed on call, the Employee will be reimbursed for reasonable childcare expenses incurred.
- (b) Evidence of expenditure incurred by the Employee must be provided to the Employer as soon as practicable after the working of such overtime.

56. FAMILY VIOLENCE LEAVE

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

(a) Definition of Family Violence

The employer accepts the definition of Family violence as stipulated in the *Family Violence Protection Act 2008 (Vic)*. The definition of family violence includes physical, sexual, financial, verbal or emotional abuse by a family member.

(b) General Measures

- i. Proof of family violence may be required and can be in the form of an agreed document issued by the Police Service, a Court, a Doctor, district nurse, maternal and health care nurse or a Family Violence Support Service or Lawyer. A signed statutory declaration can also be offered as proof.
- ii. All personal information concerning family violence will be kept confidential in line with the Employer's Privacy Policy and relevant legislation.
- iii. Contact officers from within the Human Resources team will be trained in family violence and privacy issues. The names of these contact officers will be made available within the workplace.
- iv. An Employee experiencing family violence may raise the issue with their immediate supervisor/manager and/or the Human Resources contact officer. The supervisor/manager may seek advice from Human Resources if the Employee chooses not to see the Human Resources contact.
- v. Where requested by an Employee, the Human Resources contact will liaise with the Employee's supervisor/manager on the Employee's behalf, and will make a recommendation on the most appropriate form of support to provide in accordance with sub Clauses (i) and (iv).

(c) Individual Support

- (i) In order to provide support to an Employee experiencing family violence and to provide a safe work environment to all Employees, the employer will approve a request from an Employee experiencing family violence for the following, providing the request is reasonable in all the circumstances:
 1. changes to their span of hours or pattern or hours and/or shift patterns;
 2. job redesign or changes to duties within their skills and capabilities;
 3. relocation to suitable employment within the workplace;
 4. a change to their telephone number or email address to avoid harassing contact;
 5. any other appropriate measure including those available under existing provisions for family friendly and flexible work arrangements.

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- (ii) An Employee experiencing family violence will be offered a referral to the Employee Assistance Program (EAP) and/or other local resources.
 - (iii) The Employer will make available a pack of resource information in regard to family violence and support services available.
- (d) Leave
- (i) The employer will provide employees who are victims of family violence and need time off work for medical or legal assistance, court appearances, counselling, relocation, or to make other safety arrangements with up to 12 days paid leave per annum.
 - (ii) This leave may be taken as consecutive or single days or as a fraction of a day. This leave will not be accrued
 - (iii) The Employee will apply in advance for this leave wherever possible.
 - (iv) An Employee who supports a person experiencing family violence may take carer's leave to accompany them to court, to hospital, or to mind children
 - (v) Casual employees accessing family violence leave will be unpaid.

57. CULTURAL AND CEREMONIAL LEAVE

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

58. TRANSITION TO RETIREMENT

- (a) An Employee may advise their Employer in writing of their intention to retire within the next five years and participate in a retirement transition arrangement.
- (b) Transition to retirement arrangements may be proposed and, where agreed, implemented as:
 - (i) a flexible working arrangement
 - (ii) in writing between the parties, or
 - (iii) any combination of the above.
- (c) A transition to retirement arrangement may include but is not limited to:

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- (i) a reduction in their EFT;
 - (ii) a job share arrangement;
 - (iii) working in a position at a lower classification or rate of pay
- (d) The Employer will consider, and not unreasonably refuse, a request by an Employee who wishes to transition to retirement:
- (i) to use accrued Long Service Leave (LSL) or Annual Leave for the purpose of reducing the number of days worked per week while retaining their previous employment status; or
 - (ii) be appointed to a role which that has a lower hourly rate of pay or hours (post transition role), in which case:
 - 1. the Employer will preserve the accrual of LSL at the time of reduction in salary or hours; and
 - 2. where LSL is taken or paid out in lieu on termination, the Employee will be paid LSL hours at the applicable classification and grade, and at the preserved hours, prior to the post transition role until the preserved LSL hours are exhausted.

SCHEDULE 1 - EMPLOYMENT CLASSIFICATIONS

Enrolled Nurse

1.1 Enrolled Nurse Level 1 (EN1)

- (a) EN1 applies to Enrolled Nurses who do not hold an NMBA approved qualification in administration of medicines.
- (b) Progression – An EN1 will progress through the increments on completion of a year of experience, including previous experience.
- (c) There is no automatic progression for an EN1 with a medication administration notation to the EN2 classification.

1.2 Enrolled Nurse Level 2 (EN2)

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

1.3 Enrolled Nurse Level 3 (EN3)

- (a) ENs at level 2 may be appointed to an EN level 3 position.

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

Registered Nurse

Registered Nurse (Grade 2)

Year 1 – A Registered Nurse (as defined) in his or her first year of experience following registration as a Nurse.

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

Community Palliative Care Nurse (Grade 3A)

A Registered Nurse appointed as a Community Palliative Care Nurse and paid as a Grade 3A.

A Community Palliative Care Nurse is a registered nurse, who is appointed as such, with experience working in a palliative care or community environment. The role of the nurse is the provision of clinical palliative care nursing.

Specialist Community Palliative Care Nurse (Grade 3B)

A Registered Nurse appointed as a Specialist Community Palliative Care Nurse and paid as a Grade 3B.

The Palliative Care Nurse will ideally hold a post basic qualification specifically in Palliative Care and with at least 3 years specific Palliative Care experience and provides leadership as per the focus of this role.

Community Palliative Care Clinical Nurse Specialist (Grade 3A) - Refer to Schedule 4

A Registered Nurse appointed as a Community Palliative Care Clinical Nurse Specialist and paid as a Grade 3.

A Community Palliative Care Clinical Nurse Specialist will have specific post basic qualifications and 12 months experience working in the clinical area of her/his specified post basic qualification or a minimum of four years post registration experience, including three years' experience in the relevant specialist field. The role of the nurse is the provision of clinical duties.

Specialist Community Palliative Care Coordinator (Grade 4A)

A Registered Nurse appointed as a Specialist Community Palliative Care Coordinator and paid as a Grade 4A.

Community Nurse Consultant – (Grade 4A)

A Registered Nurse appointed as a Community Nurse Consultant and paid as a Grade 4A.

Community Palliative Care Educator (Grade 4A)

A Registered Nurse appointed as a Community Palliative Care Educator and paid as a Grade 4A.

A Community Palliative Care Educator will provide educational support and assessment where required.

(Grade 4B)

A Registered Nurse appointed as such and paid as a Grade 4B.

Nurse Unit Manager

A Registered Nurse appointed as a Unit Manager, who is responsible for palliative care services.

Community Nurse Consultant (Grade 5)

A Registered Nurse appointed as a Community Nurse Consultant and paid as a Grade 5.

Nurse Practitioner

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

A Registered Nurse has satisfactorily completed a course of study and undertaken clinical experience that, in the opinion of the Nursing and Midwifery Board of Australia, qualifies the nurse to use the title Nurse Practitioner.

Clinical Services Manager

A Registered Nurse appointed as a Clinical Services Manager or otherwise titled and paid as such.

SCHEDULE 2 - WAGE RATE SCHEDULE

	FFPPOA 1.04.19	FFPPOA 1.7.20	FFPPOA 1.7.21	FFPPOA 1.7.22	FFPPOA 1.7.23
Classification					
Enrolled Nurse					
EN 1.1	1016.67	1080.10	1112.50	1145.90	1,180.28
EN 1.2	1037.83	1102.20	1135.30	1169.40	1,204.48
EN 1.3	1058.88	1124.10	1157.80	1192.50	1,228.28
EN 1.4	1080.15	1146.40	1180.80	1216.20	1,252.69
EN 1.5	1122.36	1190.30	1226.00	1262.80	1,300.68
EN 1.6	1157.81	1227.20	1264.00	1301.90	1,340.96
EN 2.1 (Cert IV entry)	1093.32	1160.00	1194.80	1230.60	1,267.52
EN 2.2	1118.08	1185.80	1221.40	1258.00	1,295.74
EN 2.3 (Diploma entry)	1143.07	1211.90	1248.30	1285.70	1,324.27
EN 2.4	1167.83	1237.80	1274.90	1313.10	1,352.49
EN 2.5	1192.59	1263.60	1301.50	1340.50	1,380.72
EN 2.6	1205.19	1276.70	1315.00	1354.50	1,395.14
EN 2.7 (EN with 5 routes*)	1217.46	1289.60	1328.30	1368.10	1,409.14
EN 3.1 (EN with Seniors allowance)	1279.48	1354.20	1394.80	1436.60	1,479.70
EN 3.2 (EN with 4 routes**)	1326.07	1402.70	1444.80	1488.10	1,532.74
EN 3.3 (EN with 5 routes)	1347.91	1425.40	1468.20	1512.20	1,557.57
Registered Nurse	FFPPOA 1.04.19	FFPPOA 1.7.20	FFPPOA 1.7.21	FFPPOA 1.7.22	FFPPOA 1.7.23
Grade 2 Year 1	1164.11	1224.10	1260.80	1298.60	1,337.56
Grade 2 Year 2	1209.13	1293.00	1331.80	1371.80	1,412.95
Grade 2 Year 3	1254.49	1361.90	1402.80	1444.90	1,488.25
Grade 2 Year 4	1299.74	1435.80	1478.90	1523.30	1,569.00
Grade 2 Year 5	1344.87	1509.30	1554.60	1601.20	1,649.24
Grade 2 Year 6	1390.00	1580.80	1628.20	1677.00	1,727.31
Grade 2 Year 7	1435.14	1661.60	1711.40	1762.70	1,815.58
Grade 2 Year 8	1470.48	1728.90	1780.80	1834.20	1,889.23

	FFPPOA 1.04.19	FFPPOA 1.7.20	FFPPOA 1.7.21	FFPPOA 1.7.22	FFPPOA 1.7.23
Grade 2 Year 9	1505.93	1728.90	1780.80	1834.20	1,889.23
Grade 2 Year 10	1541.05	1728.90	1780.80	1834.20	1,889.23
Grade 3A Year 1	1604.98	1802.50	1856.60	1912.30	1969.67
Grade 3A Year 2	1620.96				
Grade 3B Year 1	1646.62	1854.00	1909.60	1966.90	2025.91
Grade 3B Year 2	1669.02				
Grade 4A Year 1	1757.26	1957.00	2015.70	2076.20	2138.49
Grade 4A Year 2	1792.49				
Grade 4B Year 1	1834.69	2060.00	2121.80	2185.50	2251.07
Grade 4B Year 2	1871.61				
NUM Year 1	1963.90	2285.30	2353.90	2424.50	2497.24
NUM Year 2	2012.07				
NUM Year 3	2059.57				
Grade 5	1935.76	2163.00	2227.90	2294.70	2363.54
Nurse Practitioner Year 1	2059.91	2400.30	2472.30	2546.50	2622.90
Nurse Practitioner Year 2	2135.43	2445.90	2519.30	2594.90	2672.75
Clinical Services Manager	-	2575.00	2652.30	2731.90	2813.86
Allowances	FFPPOA 1.04.19	FFPPOA 1.7.20	FFPPOA 1.7.21	FFPPOA 1.7.22	FFPPOA 1.7.23
(Refer to applicable clause)					
Morning / Afternoon Shift	29.15	32.22	33.19	34.19	35.22
Night Shift	78.11	84.80	87.34	89.96	92.66
On call	62.69	64.57	66.51	68.51	70.57
Change of Roster	31.29	32.23	33.20	34.20	35.23
RN Hospital/ Grad Cert.	50.18	51.69	53.24	54.84	56.49
RN Post Grad Dip or Degree	81.54	83.99	86.51	89.11	91.78
RN Masters	94.09	96.91	99.82	102.81	105.89
PhD	106.63	109.83	113.13	116.52	120.01
EN 6 month	46.31	47.70	49.13	50.61	52.13

	FFPPOA 1.04.19	FFPPOA 1.7.20	FFPPOA 1.7.21	FFPPOA 1.7.22	FFPPOA 1.7.23
Uniform (per day)	1.73	1.79	1.85	1.91	1.97
Uniform (per week)	8.06	8.31	8.56	8.82	9.09
Laundry (per day)	0.46	0.48	0.50	0.52	0.54
Laundry (per week)	2.33	2.40	2.48	2.56	2.64
<i>Vehicle allowance</i>					
35 PMU & over	1.19	1.23	1.27	1.31	1.35
Under 35 PMU	0.98	1.01	1.05	1.09	1.13
Motor Cycles (250 cc & over)	0.56	0.58	0.60	0.62	0.64
Under 250cc	0.44	0.46	0.48	0.50	0.52
Meal Allowance A (OT>1hr)	12.80	13.19	13.59	14.00	14.42
Meal Allowance B (OT>5hrs)	10.23	10.54	10.86	11.19	11.53
	* Holds Administration of medication with all 5 routes				
	** Holds Administration of medication with 4 routes				

SCHEDULE 3 - LETTER OF APPOINTMENT

The letter of appointment will contain the following information:

1. Name of employer.
2. Employee's classification (eg: Grade 2 Year 4).
3. The workplace/location where the person is to be situated.
4. The name of the Agreement which contains their terms and conditions of employment.
5. Their mode of employment, ie: whether full-time/part-time or bank.
6. Fortnightly hours will be and for part-time (by mutual agreement) additional shifts may be added. Shifts will be worked in accordance with roster. Payment of additional shifts will not be at casual rates. If you agree to work regular additional shifts your letter of appointment will be varied accordingly.
7. Specified employment is ongoing unless a valid fixed term appointment is proposed.
8. Date of commencement.
9. Acknowledgment (where applicable) of prior service/entitlements to sick leave, long service, etc.
10. Other information as required depending on the nature of the position.
11. Relevant qualifications and allowances payable.

SCHEDULE 4 - COMMUNITY PALLIATIVE CARE CLINICAL NURSE SPECIALIST

Means a Registered Nurse:

appointed to the grade with either specific post basic qualifications and 12 months' Experience working in the clinical area of her/his specified post basic qualification, and is responsible for clinical nursing duties, or minimum of four years post registration Experience, including three years' Experience in the relevant specialist field; and who meets the criteria set out herein.

Applicants must meet the above definition, be employed either full time or part time and demonstrate the criteria in each of paragraphs 1, 2 and 3 below.

The process for applications for CNS positions will be as follows:

- the Employer will arrange for the advertising of positions. This information to be permanently available for nursing staff;
- written applications are to be made;
- Interviews, if required, will be conducted;
- the successful applicant will be notified in writing within seven days. The pay office will be informed of the new classification at the same time, with implementation to occur from the next pay period;
- if the applicant is unsuccessful they are to be notified of the outcome within seven days. An explanation will be given to the applicant as to the reasons for the decision;
- each Employer will implement an appeal process. The appeal to be lodged by the applicant within two weeks of receiving the rejection letter and heard by the Appeal Committee within four weeks. The applicant may at this stage seek advice and assistance from the ANMF;
- appeals will be directed to the GMCS or nominee. An independent panel will be convened, consisting of a GMCS or nominee or other nominee as appropriate, other than those involved in the original decision.

Criteria:

Applicants must meet the clinical nurse specialist definition, be employed either full time or part time and demonstrate one criterion in each of paragraphs 1,2 and 3.

1. Clinical Skill
 - Higher level of skill demonstrated in clinical decision making - in particular in problem identification and solution, and analysis and interpretation of clinical data;
 - Maintenance and improvement of clinical standards.
2. Professional Behaviour
 - Positive role model;

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- Act as a mentor or preceptor to less experienced nurses, including graduate nurses;
 - Support of, and contribution to, quality improvement and research projects within the area of practice and ward/unit/department;
 - Acting as a resource person to others in relation to clinical practice.

3. Professional Development

- Membership of relevant professional body, and ability to demonstrate and document:
 - i. learning from a journal article, or attendance at a conference or seminar, or reflection on seminar or conference papers; or
 - ii. participation in effective learning activities relevant to their learning needs;
or
 - iii. membership of a sub-grouping of the professional association relevant to their area of practice;
- Contribution to the education of other professionals, for example, being willing to provide at least one in-service education program each year;
- Undertaking own planned professional development and competence through various forms of continuing education, for example, conferences, study days, formal study, reading.

SIGNATORIES

I am authorised to sign this Agreement on behalf of PALLIATIVE CARE SOUTH EAST LTD



SIGNATURE

Kelly Rogerson
PRINT NAME AND TITLE

Address: 140-154 Sladen Street
Cranbourne VIC 3977

Date 31st July 2020

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



SIGNATURE

Lisa Fitzpatrick - Secretary
PRINT NAME AND TITLE

Address:

535 Elizabeth Street
Melbourne 3000

Date 29 July 2020