



DECISION

Fair Work Act 2009
s.185—Enterprise agreement

Silver Chain
(AG2024/4387)

SILVER CHAIN GROUP LIMITED REGISTERED AND ENROLLED NURSES' ENTERPRISE AGREEMENT 2023

Aged care industry

DEPUTY PRESIDENT O'NEILL

MELBOURNE, 24 DECEMBER 2024

Application for approval of the Silver Chain Group Limited Registered and Enrolled Nurses' Enterprise Agreement 2023

[1] An application has been made for approval of an enterprise agreement known as the *Silver Chain Group Limited Registered and Enrolled Nurses' Enterprise Agreement 2023* (the Agreement). The application was made pursuant to s.185 of the *Fair Work Act 2009* (the Act). It has been made by Silver Chain. The Agreement is a single enterprise agreement.

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

[3] Subject to the undertakings referred to above, I am satisfied that each of the requirements of ss.186, 187, 188 and 190 as are relevant to this application for approval have been met.

[4] The Australian Nursing and Midwifery Federation (ANMF) and the United Workers' Union (UWU) being the bargaining representatives for the Agreement, have given notice under s.183 of the Act that they want the Agreement to cover them. In accordance with s.201(2) I note that the Agreement covers the organisations. The ANMF and UWU support approval of the Agreement.

[5] The Agreement is approved and, in accordance with s.54 of the Act, will operate from 31 December 2024. The nominal expiry date of the Agreement is 30 June 2026.



DEPUTY PRESIDENT

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Annexure A

IN THE FAIR WORK COMMISSION

FWC Matter No.:
AG2024/4387

Applicant:
Silver Chain Group Limited

Section 185 – Application for approval of a single enterprise agreement

Undertaking – Section 190

I, Melinda Smit, Director, People and Culture, have the authority given to me by Silver Chain Group Limited to give the following undertakings with respect to the *Silver Chain Group Limited Registered and Enrolled Nurses' Enterprise Agreement 2023* ("the Agreement"):

1. Silverchain undertakes to provide all employees who would have otherwise been required to work and who are experiencing domestic or family violence and who reasonably require leave to deal with the impact of that violence, access to 10 days Paid Family and Domestic Violence Leave in lieu of clause 33.3.
2. The following rates will be paid instead of the rates set out in clause 11.5:
\$16.20 from the first pay period on or after 1 July 2024; and
\$16.85 from the first pay period on or after 1 July 2025.
3. The following rates will be paid instead of the rates set out in clause 11.6
\$14.60 from the first pay period on or after 1 July 2024; and
\$15.18 from the first pay period on or after 1 July 2025.
4. Silverchain undertakes to not exercise the rights provided in clause 24.17 (Excessive Annual Leave) of the Agreement unless the employee has at least 10 weeks of accrued annual leave or 12 weeks of accrued annual leave if they are a shiftworker.
5. Silverchain undertakes that where a decision is taken to close all or part of its business, it will allow employees under clause 24.22 of the Agreement to choose to take their paid accrued annual leave, annual leave in advance of accrual – as permitted by its policy on leave in advance, leave without pay, or another leave type available to them.
6. Silverchain undertakes that clause 28A – Workplace delegates' rights of the Nurses Award 2020 is taken to be a term of the Agreement.
7. Silverchain undertakes that clause 13A – Employee right to disconnect of the Nurses Award 2020 is taken to be a term of the Agreement.

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



Signature

19 December 2024
Date

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

Silver Chain Group Limited

**Registered and Enrolled Nurses'
Enterprise Agreement 2023**

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AGREEMENT ADMINISTRATION

1 TITLE

This Agreement will be known as the *Silver Chain Group Limited Registered and Enrolled Nurses' Enterprise Agreement 2023* (the "Agreement").

2 COVERAGE

2.1 This Agreement will cover:

2.1.1 Silver Chain Group Limited, ABN: 77 119 417 018, the employer;

2.1.2 Employees of the employer who are employed in the positions set out in Schedule 1 of this Agreement; and

2.1.3 Subject to them applying to be covered by the Agreement pursuant to s.183 of the *Fair Work Act 2009*:

(a) Australian Nursing and Midwifery Federation; and

(b) United Workers Union.

3 COMMENCEMENT, DURATION AND INTERACTION

3.1 This Agreement will commence operation seven days after the day the Agreement is approved by the Fair Work Commission.

3.2 The nominal expiry date of this Agreement will be 30 June 2026. However, this Agreement will continue to operate beyond the nominal expiry date until it is replaced or terminated in accordance with the *Fair Work Act 2009*.

3.3 Negotiations to review the Agreement will commence no less than three months prior to the nominal expiry date.

3.4 This Agreement operates to the exclusion of any modern award or other industrial instrument.

4 NO EXTRA CLAIMS

4.1 It is a condition of this Agreement that no industrial action will be taken in support of any extra claim once the Agreement has been made prior to the nominal expiry date.

5 DEFINITIONS AND INTERPRETATION

In this Agreement:

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

"Agreement" means this Enterprise Agreement.

“Annualised Salary” means the annual salary for an employee for which the rate of pay in Schedule 1 is shown as an annual rate. The scope of this definition is limited to Clinical Nurse Manager positions.

“Award” means the *Nurses' Award 2010*.

“By Agreement”, “Mutual Agreement” or “Mutually Agreed” means that agreement has only been reached if freely entered into by both the employer and employee(s). An employee and the employer will not be disadvantaged in any way by withholding agreement.

“Casual employee” means a person to whom:

1. An offer of employment is made on the basis that the employer makes no firm advance commitment to continuing and indefinite work according to an agreed pattern of work; and
2. The person accepts the offer on that basis; and
3. The person is an employee as a result of that acceptance.

“Continuous service” means a period during which an employee is employed by the employer, including any period of paid authorised absence. Periods of unpaid authorised absence do not constitute a break in service but do not count towards the length of an employee's continuous service.

“Day Worker” means an employee engaged to work their ordinary hours within the span of 6:00am and 6:00pm Monday to Friday.

“Employee” means an employee of the employer performing work as described in the classifications at Schedule 1.

“Employer” means the Silver Chain Group Limited.

“Fixed term employee” means an employee who is engaged for a specified time or to perform a specific task.

“Full-time employee” means an employee engaged to work an average of 38 ordinary hours a week.

“FWC” means the Fair Work Commission.

“Immediate Family” has the same meaning as in the Act, and includes the employee's spouse, de facto partner (including a same-sex partner), child, parent, grandparent, grandchild or sibling of the employee, or a child, parent, grandparent, grandchild or sibling of a spouse or de facto partner (including a same sex partner) of the employee.

“NES” means the National Employment Standards as described in Part 2-2 of the Act.

“Ordinary rate of pay” means an employee's hourly rate of pay as set out in Schedule 1 of this Agreement, received for working ordinary hours excluding shift penalties, loadings and allowances (unless defined otherwise in this Agreement).

“Part-time employee” means an employee engaged to regularly work less hours than those described for a full-time employee, but whose hours of work are reasonably predictable.

“Shift worker” means an employee who is regularly rostered to work their ordinary hours of work outside of the ordinary span of hours of 6.00am and 6.00pm Monday to Friday. In any event, an employee who is regularly rostered over seven days of the week and regularly works on weekends shall be considered a shift worker for the purposes of this definition. Shift workers are entitled to the additional week of annual leave as provided by the NES, which is incorporated into the entitlements set out in sub-clause 24.2 of the Annual Leave clause of this Agreement.

“**Union**” means a union referred to in clause 2 – Coverage.

CONTRACT OF EMPLOYMENT

6 CATEGORIES OF EMPLOYMENT

Casual employees

- 6.1 Casual employees will be paid a 25% loading in addition to the ordinary rate specified for their level of work in Schedule 1 of this Agreement.
- 6.2 Any shift, weekend and/or public holiday penalty rate will be calculated on the hourly rate (ordinary rate plus casual loading).
- 6.3 Casual employees will not be entitled to the paid leave provisions in this Agreement. However, casual employees may be entitled to unpaid carer's leave, unpaid compassionate leave and unpaid parental leave in accordance with the NES and long service leave, unpaid ceremonial leave and unpaid domestic and family violence leave.
- 6.4 A casual employee will be paid a minimum of two hours for each engagement.

Casual Conversion

- 6.5 For the purposes of this clause, reasonable grounds for refusal include that:
 - 6.5.1 It would require a significant adjustment to the casual employee's hours of work in order for the employee to be engaged as a full-time or part-time employee in accordance with the provisions of this Agreement – that is, the casual employee is not truly a regular casual employee.
 - 6.5.2 It is known or reasonably foreseeable that the regular casual employee's position will cease to exist within the next 12 months.
 - 6.5.3 It is known or reasonably foreseeable that the hours of work which the regular casual employee is required to perform, will be significantly reduced in the next 12 months;
or
 - 6.5.4 It is known or reasonably foreseeable that there will be a significant change in the days and/or times at which the employee's hours of work are required to be performed in the next 12 months which cannot be accommodated within the days and/or hours during which the employee is available to work.
 - 6.5.5 Granting the request would not comply with a recruitment or selection process required by or under a law of the Commonwealth or a State or a Territory.
- 6.6 For any ground of refusal to be reasonable, it must be based on facts which are known or reasonably foreseeable.

Employee Initiated Conversion

- 6.7 Casual employees who are engaged on a regular basis for the preceding 14 weeks may apply, in writing, to convert their contract to full or part-time employment as applicable having regard to their regular hours of work.

- 6.8 A regular casual employee means a casual employee who has in the preceding period of 14 weeks worked a pattern of hours on an on-going basis which, without significant adjustment, the employee could continue to perform as a full-time employee or part-time employee under the provision of this Agreement.
- 6.9 The employer will provide a written response to any such request within 21 days and will only refuse the application on reasonable business grounds and after there has been consultation with the employee.
- 6.10 A casual employee must not be engaged and re-engaged (which includes a refusal to re-engage), or have their hours reduced or varied, in order to avoid any right or obligation under this clause.
- 6.11 The employer will set out the above rights in writing to a casual employee at the time of their initial engagement.

Employer Initiated Conversion

- 6.12 Once an employee reaches 12 months service, the following will apply:
- 6.12.1 A casual employee employed with the employer for a period of 12 months, will be offered, in writing, the opportunity to convert to permanent employment on a basis that is consistent with the regular pattern of hours worked during the period of employment.
- 6.12.2 The employer is not obliged to make an offer under sub-clause 6.12.1 if:
- (a) There are reasonable grounds not to make the offer; or
 - (b) During at least the last 6 months of the period of employment, the employee has not worked a regular pattern of hours on an on-going basis which, without significant adjustment, the employee could continue to work as a full-time employee or a part-time employee.
- However, the employer will provide the employee with a written notice advising that an offer of permanent employment will not be made and detail the grounds and reasons for not making the offer.
- 6.12.3 An offer under sub-clause 6.12.1 or a notice under sub-clause 6.12.2 will be provided to the employee within 21 days of the anniversary of their commencement.
- 6.12.4 Within 21 days of receiving an offer, the employee must give a written response stating whether the employee accepts or declines the offer. An employee will be considered to have declined the offer if they do not respond within this timeframe.
- 6.12.5 If the employee accepts the offer, the employer will discuss the following with the employee, within 21 days:
- (a) Their status as either a full-time or part-time employee;
 - (b) The employee's hours of work after the conversion takes effect;
 - (c) The date the employee's conversion will take effect, which will not be later than the start of the next pay period commencing on or after the date of the new contract of employment; and

- (d) Will issue the employee with a new contract of employment reflecting the changed arrangements.

Part-time employees

- 6.13 Part-time employees will receive payment for wages, leave, and allowances on a pro rata basis according to the ordinary hours worked.
- 6.14 Part-time employees may agree to work additional ordinary hours or shifts at ordinary rates (plus any applicable shift or weekend penalties) subject to the normal rostering parameters and limits for a full-time employee.
- 6.15 Part-time and job sharing arrangements may be entered into by agreement between the employer and an employee.
- 6.16 Part-time employees will be given written advice stating their minimum fortnightly hours of work as determined by the employer.
- 6.17 Twelve months after initial engagement, a part-time employee who has regularly worked in excess of their contracted hours during that 12 month period may apply in writing to their Manager/Supervisor to have their contracted hours reviewed to more adequately reflect their actual hours worked provided that the contracted hours are not reduced. Agreement to review and formally respond to the request will not be unreasonably withheld. Further applications may then be made at 12 monthly intervals.
- 6.18 A review of an employee's minimum contracted hours will not take into consideration additional hours worked by the employee to provide emergency relief cover or cover for annual leave, long service leave, parental leave or workers' compensation.
- 6.19 Any increase in contracted hours must be agreed in writing and will take into account the forecasted need for the work the employee has been performing to continue.

Employees engaged for a fixed term

- 6.20 An employee, other than a casual, may be employed by the employer for a fixed period of time or for a specific project or task of finite duration as outlined in the employee's contract of employment.
- 6.21 Fixed term employees will receive leave payments on a pro-rata basis according to the ordinary hours worked.
- 6.22 Where an employee's fixed term contract reaches its specified expiry date, the employee's employment will come to an end automatically and the employee will not be entitled to notice of termination or redundancy entitlements.

Notification

- 6.23 The employer will provide all employees with a written contract of employment that specifies:
 - 6.23.1 Their position;
 - 6.23.2 Their pay classification;
 - 6.23.3 Whether they are engaged on a full-time, part-time, casual or fixed term basis; and
 - 6.23.4 In the case of part-time employees, the minimum fortnightly hours of work as determined by the employer.

- 6.24 Once engaged, an employee's category as outlined under sub-clause 6.23.3, or a part-time employee's minimum fortnightly hours of work as outlined under sub-clause 6.23.4, will not be altered unless mutually agreed in writing between the parties.
- 6.25 An employee's basic duties and responsibilities are set out in the position description provided to them at the time they commence employment with the employer or change roles. These duties and responsibilities may be varied as required by the employer.

ACNA Clinical Accessors

- 6.26 The employer agrees to enter into discussions with the Union on the suitability or otherwise for the ACNA Clinical Assessor positions to be considered within the scope of this Enterprise Agreement before the Enterprise Agreement is renegotiated.

7 PROBATION

- 7.1 Employees, other than casuals, will initially be employed for a three month probationary period from their date of commencement.
- 7.2 Employee performance will be assessed during the probationary period.
- 7.3 Prior to the expiry of the initial three month probationary period, the employer may extend the probationary period for up to an additional three months.
- 7.4 At any time during the probationary period, employment may be terminated by:
- 7.4.1 The employer giving the employee one week's notice or payment in lieu of notice, unless the termination is for misconduct that justifies summary dismissal in which case no notice period will apply; or
 - 7.4.2 The employee giving the employer one week's written notice.
- 7.5 Where a casual employee converts their employment to permanent employment, they will be placed on a probationary period of three months. Where a casual employee has worked regularly and systematically for a period of six months or more, they will not be required to serve a probationary period.

HOURS OF WORK

8 HOURS AND RELATED MATTERS

Hours

- 8.1 Ordinary hours of work will not exceed 10 hours in a shift.
- 8.2 Ordinary hours of work will be worked within a spread of 12 hours unless the employer and the employee agree to a different spread of ordinary hours.
- 8.3 Ordinary hours will not be worked over more than 10 days in a fortnight. Each rostered day off will consist of a period of 24 hours.
- 8.4 The minimum shift length is two consecutive hours.

- 8.5 An employee's hours of work may vary in accordance with the requirements of the business and at the discretion of the employer.
- 8.6 An employee's hours of work may be varied by mutual agreement to allow an accrued day off system of work to be implemented.
- 8.7 An employee who works ordinary hours on a public holiday is entitled to the penalty under sub-clause 27.8.

Day Worker

- 8.8 Ordinary hours of work will not exceed 76 hours in a fortnight.
- 8.9 Ordinary hours of work for a day worker will be worked between 6:00am and 6:00pm Monday to Friday.
- 8.10 An employee who receives an annualised salary (Clinical Nurse Manager) may be required to work such reasonable additional hours as are required to complete the employee's assigned duties and responsibilities.
- 8.11 An employee who receives an annualised salary will not be required by the employer to work shift work.
- 8.12 Except as provided by clause 8.13, employees in receipt of an annualised salary will not be entitled to overtime payments under this Agreement.
- 8.13 An employee in receipt of an annualised salary may only be paid overtime at the rates in sub-clause 11.1 for excess hours, if the excess hours are agreed in advance with the Manager and are deemed as:
 - 8.13.1 Necessary for a specified project or a defined task; and
 - 8.13.2 Unable for operational reasons to be performed within the employee's usual contracted hours.

For the purpose of this clause, "excess hours" means hours worked in excess of 76 hours in any fortnight.

Client Cancellation

- 8.14 If a casual employee does not receive notice of a client cancellation or change to the rostered home care service to another time or day by 5.00pm the day prior, the employee will be entitled to be paid one hour plus the casual loading.
- 8.15 Where the casual employee has commenced work, the employee will be entitled to be paid the two hour minimum shift duration.
- 8.16 Where the casual employee can be utilised on an alternative shift, the payments prescribed at sub-clauses 8.14 and 8.15 will not be required.

Make-Up Time

8.17 An employee may elect, with the consent of the employer, to work "make-up time" under which the employee takes time off during ordinary hours, and works those ordinary hours at another similar time within the same roster period provided that the work period does not exceed 10 hours. Employees cannot take time off during ordinary hours and work "make-up time" during a period when overtime or penalty rates would apply.

Shift Worker

8.18 The provisions of this clause do not apply to employees who are day workers or to employees who receive an annualised salary (Clinical Nurse Managers) in accordance with Clause 14 – Rates of Pay and Schedule 1.

8.19 Ordinary hours will not exceed 76 hours in a fortnight.

8.20 Ordinary hours for a Shift Worker may be worked at any time of the day Monday to Sunday.

8.21 All full time and part-time employees' rosters will provide for any one of the following combinations of days free from rostered work in each fortnight:

8.21.1 Two periods comprising two days each;

8.21.2 Three consecutive days and one stand-alone day; or

8.21.3 One period of four consecutive days.

8.22 Any one of the combinations in sub-clause 8.21 may be amended to enable two single days free from rostered work if agreed in writing between the employee and the employer.

8.23 All ordinary hours worked on weekday (i.e. Monday to Friday) afternoon shifts that finish after 6:00pm will attract a loading on the ordinary rate of pay. The loading for ordinary hours worked up to 6:00pm is 15% and a loading of 20% applies for all ordinary time worked on or after 6:00pm.

8.24 All ordinary hours worked on weekday night shifts commencing on or after 6:00pm and finishing before 7:30am on the following day will attract a loading of 35% on the ordinary rate of pay.

8.25 All ordinary hours worked after midnight Friday and up to and including midnight on the following Saturday will attract a loading of 50% on the ordinary rate of pay.

8.26 All ordinary hours worked after midnight Saturday and up to and including midnight on the following Sunday will attract a loading of 75% on the ordinary rate of pay. For any shift that commences on a Sunday, the 75% loading prescribed by this sub-clause will continue beyond midnight until the completion of the ordinary hours of that shift on the following Monday morning.

8.27 The penalty rates in this clause will not be cumulative upon each other, nor upon the public holiday penalty rates prescribed at sub-clause 27.8 of clause 27 – Public Holidays or the overtime rates in sub-clause 11.1 of clause 11 – Overtime, but the employee will be paid the higher applicable penalty for the relevant ordinary hours worked.

Rosters

8.28 The ordinary hours of work for each employee will be displayed on a fortnightly roster in a place conveniently accessible to employees. The roster will be posted at least two weeks before the commencement of the roster period.

- 8.29 Rostered shifts of ordinary hours may be altered at the employer's discretion on at least seven days' notice. Except that, a roster may be altered by the employer at any time to enable the functions of the business to be carried out where another employee is absent from work pursuant to clauses 25 – Personal/Carer's Leave and Grandparent Leave, 26 – Compassionate Leave, 32 – Ceremonial Leave and 33 – Domestic and Family Violence Leave or due to illness or in an emergency.
- 8.30 Rostering arrangements and changes to rosters may be communicated by telephone, direct contact, mail, email or facsimile or other electronic means. The employer will endeavour to give employees as much notice as possible of any changes to rostered shifts.

9 REST BREAKS DURING ORDINARY HOURS

Meal Break

- 9.1 An employee who works in excess of five hours will be entitled to an unpaid meal break of not less than 30 minutes and not more than 60 minutes. The employee is responsible for ensuring that this break is taken during the working day, unless otherwise requested by the employer.
- 9.2 An employee who works not more than six hours may forgo the meal break, by agreement between the parties.
- 9.3 Where an employee cannot identify an opportunity to take a break, the employee is responsible for escalating to the line manager. If after escalation, the employee is still required to be on duty during the meal break, the employee will be paid overtime for all time worked until the meal break is taken.
- 9.4 Where an employee is required by the employer to remain available during a meal break, but is free from duty, the employee will be paid at ordinary rates for a 30 minute meal break. This period will not count as time worked when calculating ordinary hours for the purposes of overtime or penalties. If the employee is recalled to perform duty during this period, the employee will be paid overtime for all time worked until the balance of the meal break is taken.

Tea Break

- 9.5 All employees are entitled to a paid 10 minute tea break for each four hours worked. The employee is responsible for taking this break during the working day, unless expressly requested by the employer.
- 9.6 Such tea breaks may alternatively be taken as one paid 20 minute tea break, where mutually agreed between the employer and the employee.
- 9.7 Tea breaks will count as time worked.

10 REST BREAKS BETWEEN ROSTERED WORK FOR ORDINARY HOURS

- 10.1 An employee will be allowed a rest break of 10 hours between the completion of one ordinary work period or shift and the commencement of another ordinary work period or shift.
- 10.2 An employee changing from night to day shift or from day to night shift will not be rostered on duty during the 20 hours immediately preceding the changed shift. A night shift, for the purpose of this sub-clause, is a shift which commences at or after 6.00pm.

- 10.3 The provisions of this clause may be varied by mutual agreement to enable the services of the employer to be carried out.

11 OVERTIME

Overtime penalty rates

- 11.1 Time worked in excess of the ordinary hours prescribed in clause 8 – Hours and Related Matters will be deemed overtime and paid at the following rate(s):
- 11.1.1 Monday to Friday (inclusive) – time and one-half for the first two hours and double time thereafter;
 - 11.1.2 Overtime worked consecutively with a rostered shift on a Saturday – double time;
 - 11.1.3 Overtime worked that is not consecutive with a rostered ordinary hours shift on a Saturday – time and one-half for the first two hours and double time thereafter;
 - 11.1.4 Sunday – double time;
 - 11.1.5 Public Holidays – double time and one-half;
 - 11.1.6 25 December – double time and one-half.

For the purposes of calculating overtime, each shift will stand alone.

- 11.2 The overtime rates of this clause will not be cumulative upon each other, nor upon the penalty rates prescribed at sub-clauses 8.23 to 8.26 of Clause 8 – Hours and Related Matters, or the public holiday loadings prescribed at sub-clause 27.8 of Clause 27 – Public Holidays, but the employee will be paid the highest applicable penalty for the relevant ordinary hours worked.
- 11.3 Subject to subclause 8.12, the provisions of this clause do not apply to an employee engaged under an annualised salary.

Part-time Employees

- 11.4 All time worked by part-time employees in excess of the permissible rostered daily ordinary full-time hours will be overtime and will be paid as prescribed in sub-clause 11.1.

Meal Allowance

- 11.5 Where overtime is performed beyond ordinary hours in excess of one hour, the employee will be entitled to a meal allowance of:
- \$15.81 from the first pay period on or after 1 July 2024; and
 - \$16.44 from the first pay period on or after 1 July 2025.
- 11.6 Where such overtime exceeds four hours, the employee will be entitled to a further meal allowance of:
- \$14.25 from the first pay period on or after 1 July 2024; and
 - \$14.82 from the first pay period on or after 1 July 2025.

- 11.7 Sub-clauses 11.5 or 11.6 will not apply when an employee could reasonably return home for a meal within the meal break.
- 11.8 This allowance has been adjusted in line with general percentage salary increases as prescribed at Clause 14 – Rates of Pay of this Agreement.
- 11.9 Where such increases lead to the allowance being less than the Award overtime meal allowance, the Award rate will prevail.

Time off in lieu of payment for overtime

- 11.10 By mutual agreement, an employee may take time off in lieu of receiving payment for overtime, at a mutually agreed time.
- 11.11 Where time off in lieu is agreed, an employee may take one hour of time off for each hour of overtime plus a period of time equivalent to the overtime penalty that would have been incurred.

12 REST BREAKS DURING OVERTIME

- 12.1 An employee working overtime is entitled to and is responsible for taking a paid rest break of 20 minutes after each four hours of overtime worked if required to continue to work after the break.

13 REST BREAKS AFTER OVERTIME

- 13.1 When overtime work is necessary, it will, wherever reasonably practicable, be arranged so that employees have at least 10 consecutive hours off duty between the work of successive days or shifts, including overtime.
- 13.2 An employee, other than a casual employee, who works so much overtime between the termination of their ordinary work on one day and the commencement of their ordinary work on the next day, so that they have not had at least 10 consecutive hours off duty between those times, will be released after completion of such overtime until they have had 10 consecutive hours off duty without loss of pay for ordinary working time occurring during such absence.
- 13.3 If, on the instruction of the employer, an employee resumes or continues to work without having had 10 consecutive hours off duty, they will be paid at the rate of double time until released from duty for such period. The employee will then be entitled to be absent until they have had 10 consecutive hours off duty without loss of pay for rostered ordinary hours occurring during such absence.

REMUNERATION AND ALLOWANCES

14 RATES OF PAY

- 14.1 Ordinary rates of pay are set out in Schedule 1 of this Agreement.
- 14.2 The ordinary rates of pay in Schedule 1 will be as follows:

- 14.2.1 The rates specified as payable for 1 July 2022 are provided solely to assist in setting the rates which will be paid from the first pay period commencing on or after 1 July 2023 and represents an increase of 4.5% above 2022 rates of pay.
- 14.2.2 The rates payable from the first pay period commencing on or after 1 July 2024 will be 4% higher than the rates specified in column July 2023.
- 14.2.3 The rates payable from the first pay period commencing on or after 1 July 2025 will be 4% higher than the rates specified in column July 2024.
- 14.3 Employees will be paid fortnightly by electronic transfer to their nominated bank, building society or credit union account.
- 14.4 Subject to sub-clauses 14.5, 14.6 and 14.11, progression for all classifications for which there is more than one pay point (excluding progression to Registered Nurse Level 2.5 and Level 3.5 which are specific roles) will be by annual progression on the anniversary of service, subject to a satisfactory performance appraisal.
- 14.5 A Registered Nurse who has worked 1252 hours (i.e. an average of 24 hours per week) or less in a year will be required to work a further 12 months before being eligible to progress to the next pay point within their classification level. The 1252 hours must be worked with the employer. Progression will be subject to a satisfactory performance appraisal.
- 14.6 In the case of part-time or casual Enrolled Nurses, when 1252 hours have been worked with the employer, they will be eligible to progress to the next pay point, subject to a satisfactory performance appraisal.
- 14.7 For the purpose of determining an employee's ordinary rate of pay upon commencement of employment, such employee will be given credit for all previous continuous nursing service, provided that the previous nursing service:
- 14.7.1 Includes time spent as a nursing employee in an equivalent classification;
- 14.7.2 Includes time worked in an 'acting' capacity in an equivalent classification;
- 14.7.3 Does not include time spent as a student nurse.
- The onus of proof of previous experience will be upon the employee.
- 14.8 Upon commencement, an employee will be required to provide evidence of previous nursing service within the first 4 weeks of employment. Upon provision of such evidence within the required timeframe, the employee will be paid from commencement at the rate applicable to their demonstrated previous nursing service for all time worked. Where proof of previous experience is not provided within four weeks of commencement, payment will continue at the existing rate until such time as further proof of previous experience is provided to the employer. Further progression will be in accordance with sub-clause 14.4.

Annualised Salary Employees

- 14.9 Employees who are classified as a Clinical Nurse Manager in Schedule 1 will be paid their remuneration in the form of an annual salary.
- 14.10 The hourly rate of an annualised salary is calculated using the divisor of 1976.
- 14.11 The annualised salary scale for Clinical Nurse Manager pay points shall operate on the following basis:

- 14.11.1 The Clinical Nurse Manager is an appointment based position within specified settings as determined and required by the employer. Employees in other positions shall not be able to seek reclassification to this classification level.
- 14.11.2 On appointment, placement on the Clinical Nurse Manager salary scale shall be at the discretion of the relevant Manager, having regard for the employee's prior relevant experience.
- 14.11.3 Pay point progression between pay points is at the discretion of the manager, having regard for the development of skills and experience in the position.

15 QUALIFICATION ALLOWANCE

- 15.1 A qualification allowance will be paid to full-time and part-time employees who have an additional qualification that is relevant to their area of work and specialisation within the employer. The allowance will be paid in accordance with the table below and all allowances will be based on the rate of pay for a Registered Nurse at Level 1.9 or a Level 2 Enrolled Nurse classification.

Qualification	% of Ordinary Rate
Graduate Certificate	3.5%
Graduate Diploma	4.5%
Masters/PhD	5.5%

- 15.2 The allowances prescribed in the above table will be paid in accordance with sub-clause 14.3.
- 15.3 The allowances prescribed in the above table will be paid to part-time employees on a pro rata basis according to ordinary hours worked.
- 15.4 Where an employee is entitled to more than one of the allowances set out above, only the highest allowance will be payable.
- 15.5 The allowance will continue to be paid during all periods of paid leave.
- 15.6 The provisions of this clause do not apply to casual employees.
- 15.7 Should a dispute arise in relation to the payment of this allowance, the matter will be resolved in accordance with the dispute resolution procedure at Clause 43 – Resolving Workplace Concerns or Disputes of this Agreement.

16 RECALL TO WORK WHEN NOT ON CALL

- 16.1 An employee who is not required to be on call and who is recalled to work after leaving the premises will be paid for a minimum of three hours' work at the appropriate overtime rate.

- 16.2 An employee who is not required to be on call and who is required to perform work by the employer via telephone or other electronic communication away from the workplace will be paid at the appropriate overtime rate for a minimum of one hour's work. Multiple electronic requests made and concluded within the same hour shall be compensated within the same one hour's overtime payment. Time worked beyond one hour will be rounded to the nearest 15 minutes.
- 16.3 The time spent travelling to and from the place of duty will be deemed to be time worked. Except that, where an employee is recalled within three hours of their rostered commencement time, and the employee remains at work, only the time spent in travelling to work will be included with the actual time worked for the purposes of the overtime payment. In this situation the travel time at the end of the ordinary shift will not be classed as time worked.
- 16.4 An employee who is recalled to work will not be obliged to work for three hours if the work for which the employee was recalled is completed within a shorter period. If this occurs, an employee will be paid in accordance with sub-clause 16.1.
- 16.5 If an employee is recalled to work, the employee will be provided with transport to and from their home or will be refunded the cost of the transport.

17 ON CALL OUTSIDE OF ORDINARY HOURS

- 17.1 From time to time employees may be rostered to be on call between rostered shifts of ordinary hours.
- 17.2 An employee who is rostered on call may be directed by the employer to remain readily contactable and available to attend work within a specified time period.
- 17.3 Any time spent by an employee on call will not be regarded as ordinary hours or time worked for any purpose whatsoever.
- 17.4 The allowances in this clause will not be paid for any time in respect of which the employee is paid for a call out or telephone consultation in accordance with this clause.

Registered Nurses (excluding Remote Area Nurses and Remote Nurse Practitioners) and Enrolled Nurses

- 17.5 For each hour that an employee is rostered to be on call, the following will apply:
- 17.5.1 From Monday to Friday, the employee will be paid an allowance equal to 18.75% of the ordinary rate of pay prescribed in Schedule 1 for a Registered Nurse at Level 1.2 or an Enrolled Nurse at Level 3 and no less than a total of:
- \$26.50 for each 24 hour period or part thereof, from the first pay period on or after 1 July 2024; and
- \$27.56 for each 24 hour period or part thereof, from the first pay period on or after 1 July 2025.
- 17.5.2 On a Saturday, Sunday, public holiday or any other day on which the employee is not rostered on duty the employee will be paid an allowance equal to 28.13% of the ordinary rate of pay prescribed in Schedule 1 for a Registered Nurse at Level 1.2 or an Enrolled Nurse at Level 3 and no less than a total of:

\$46.56 for each 24 hour period or part thereof, from the first pay period on or after 1 July 2024; and

\$48.42 for each 24 hour period or part thereof, from the first pay period on or after 1 July 2025.

17.6 These on call rates have been adjusted in line with general percentage salary increases as prescribed at Clause 14 – Rates of Pay of this Agreement.

17.7 Where such increases lead to the on call rate being less than the equivalent Award on call rates, the Award rate will prevail.

For Remote Area Registered Nurses and Remote Nurse Practitioners

17.8 For each hour that an employee is rostered to be on call, the following will apply:

17.8.1 From Monday to Friday, the employee will be paid an allowance equal to 5.0% of the ordinary rate of pay prescribed in Schedule 1 for a Level R2.2 Primary Remote Area Nurse and no less than a total of:

\$26.50 for each 24 hour period or part thereof, from the first pay period on or after 1 July 2024; and

\$27.56 for each 24 hour period or part thereof, from the first pay period on or after 1 July 2025.

17.8.2 On a Saturday and Sunday the employee will be paid an allowance equal to 7.0% of the ordinary rate of pay prescribed in Schedule 1 for a Level R2.2 Primary Remote Area Nurse and no less than a total of:

\$46.56 for each 24 hour period or part thereof, from the first pay period on or after 1 July 2024; and

\$48.42 for each 24 hour period or part thereof, from the first pay period on or after 1 July 2025.

17.8.3 On a public holiday the employee will be paid an allowance equal to 31.66% of the ordinary rate of pay prescribed in Schedule 1 for a Level R2.2 Primary Remote Area Nurse and no less than a total of:

\$46.56 for each 24 hour period or part thereof, from the first pay period on or after 1 July 2024; and

\$48.42 for each 24 hour period or part thereof, from the first pay period on or after 1 July 2026.

17.9 An employee rostered on call past midnight will be paid the higher allowance for the whole on call period where the allowance for each day differs.

17.10 These on call rates have been adjusted in line with general percentage salary increases as prescribed at Clause 14 – Rates of Pay of this Agreement.

17.11 Where such increases lead to the on call rate being less than the equivalent Award on call rate, the Award rate will prevail.

18 RECALL TO WORK WHEN ON CALL

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- 18.1 An employee, who is rostered on call and called out to work, will be paid for a minimum of three hours at the appropriate overtime rate.
- 18.2 An employee who is rostered on call and who provides advice by telephone or other electronic communication away from the workplace will be paid at double the ordinary rate of pay for the duration of the telephone or other electronic communication or for a minimum of one hour, whichever is the greater. However multiple occasions of telephone or other electronic communication within the same one hour will not attract an additional payment. Time worked beyond one hour will be rounded to the nearest 15 minutes.
- 18.3 An employee will not, as a result of the operation of this clause, be entitled to be paid twice in respect of the same period of time.

19 ATTENDING OPTIONAL TRAINING AND MEETINGS OUTSIDE ROSTERED HOURS

- 19.1 Where an employee undertakes approved optional training or attends work-related optional meetings outside of rostered hours, they will be paid for that time at their ordinary rate (or hourly equivalent for annualised salary employees) for the amount of time spent during the meeting or training only. Such time will not be considered to be ordinary time for any purpose.
- 19.2 Overtime and penalty rates will not be payable where an employee undertakes approved optional training or attends work-related optional meetings outside of ordinary working hours.

20 TRAVEL TIME

- 20.1 Where an employee is required to travel on the employer's business during a shift, the travel time will be part of ordinary hours worked and paid for at the ordinary hourly rate of pay (or hourly equivalent for annualised salary employees).
- 20.2 Time taken to travel during working hours from one visit to another is considered part of ordinary hours worked and the employee will receive payment for this time at the ordinary rate of pay plus any applicable shift penalties, loadings and allowances. Where the employee is required and agrees to use their own motor vehicle, they will be entitled to a motor vehicle allowance as set out in Clause 21 – Motor Vehicle Allowance.

21 MOTOR VEHICLE ALLOWANCE

- 21.1 An employee required and authorised by the employer to use their own motor vehicle in the course of their duties will be paid a motor vehicle allowance of not less than:
- \$0.99 cents per kilometre travelled, from the first pay period on or after 1 July 2024; and
- \$1.03 cents per kilometre travelled, from the first pay period on or after 1 July 2025.
- 21.2 This allowance has been adjusted to reflect general percentage salary increases as prescribed at Clause 14 – Rates of Pay of this Agreement.
- 21.3 Where such increases lead to the allowance being less than the Award motor vehicle allowance, the Award rate will prevail.

22 HIGHER DUTIES ALLOWANCE

- 22.1 A Level 1 or 2 Registered Nurse required by the employer to relieve in a position attracting a higher rate of pay (“**relief employee**”) for a period of not less than one working day or more, will be paid the higher rate of pay.
- 22.2 Any other employee required by the employer to relieve in a position attracting a higher rate of pay for a period of not less than three consecutive working days, will be paid the higher rate of pay.
- 22.3 When a relief employee satisfactorily performs some, but not all, of the higher duties of the position, a mutually agreed rate of pay less than the rate the higher position normally attracts will be paid.

23 UNIFORM AND LAUNDRY ALLOWANCES

- 23.1 In the event that the requirement to wear a uniform becomes compulsory during the life of this Agreement, then the provisions of the Award prescribing a Clothing and Equipment Allowance for the compulsory wearing of a uniform shall apply.

LEAVE

24 ANNUAL LEAVE

Entitlement and Accrual

- 24.1 Employees who are not shift workers and are not casual employees, will be entitled to five weeks' annual leave for each year of continuous service.
- 24.2 Employees who are shift workers and are not casual employees, will be entitled to six weeks annual leave for each year of continuous service.
- 24.3 Annual leave will accrue during any period of paid leave and the first month of workers' compensation leave, unless the applicable workers' compensation legislation provides a superior accrual benefit whilst on workers' compensation leave.
- 24.4 Annual leave will otherwise accrue in accordance with the NES.

Annual Leave Loading

- 24.5 In addition to their ordinary pay, employees who are not shift workers, will be paid an annual leave loading of 17.5% of their ordinary pay on a maximum of 152 hours/four weeks' annual leave per annum.
- 24.6 In addition to their ordinary pay, employees who are shift workers will be paid the higher of:
- 24.6.1 An annual leave loading of 17.5% of their ordinary pay; or
 - 24.6.2 An annual leave loading calculated by reference to the average hourly penalty received by the employee in respect of all time worked in the 8 weeks prior to taking the leave. For the purposes of calculating the average hourly penalty, only weekend and shift penalties received by the employee will be included.

24.7 Upon termination of employment any untaken leave will be paid out at the amount payable had the employee taken that period of leave.

Cashing Out of Annual Leave

24.8 Employees may, if the employer agrees, cash out a proportion of their accrued annual leave entitlement in accordance with the following conditions:

24.8.1 Paid annual leave must not be cashed out if the cashing out would result in the employee's remaining accrued entitlement to paid leave being less than four weeks;

24.8.2 Each cashing out of a particular amount of paid annual leave must be by a separate agreement in writing between the employer and the employee; and

24.8.3 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 foregone.

Purchasing of Extra Leave

24.9 The intention of purchased extra leave is to provide an extra four weeks of annual leave for employees planning a special event and likely to exhaust all of their annual leave entitlement.

24.10 The employer, at its discretion, may offer permanent employees the opportunity to purchase an additional two weeks of leave each year.

24.11 Purchased extra leave enables the employee to access additional leave in a given year in exchange for a proportional reduction in their salary over 12 months.

24.12 An employee wishing to purchase extra leave must request this in writing prior to the beginning of each financial year (i.e. 1 July each year). The request will be approved unless the employee has over a year's leave entitlement accrued. Where approved, the employee's salary will then be reduced by a proportional rate to pay for the leave.

24.13 Purchased extra leave is paid at the employee's ordinary rate of pay at the point of taking the leave. Annual leave loading and shift penalties do not apply to purchased extra leave.

24.14 Purchased extra leave cannot be taken until that year's annual leave accruals have been exhausted.

24.15 Purchased extra leave must be used within 24 months of it being fully accrued. If any leave purchased is not used by the end of this 24 month period, or if the employee wishes to cease the arrangement, any foregone salary will be re-credited and paid to the employee.

Taking Leave

24.16 Paid annual leave may be taken for a period mutually agreed between an employee and the employer. The employer will not unreasonably refuse to agree to a request by an employee to take paid annual leave.

Excessive Annual Leave Accruals

24.17 Subject to sub-clause 24.21, where the employee has accrued the equivalent of eight weeks or more annual leave, the employer may, by giving an employee at least eight weeks' notice in writing, direct the employee to take annual leave (of no less than one week), provided that the direction does not result in the employee's remaining accrued entitlement to annual leave being less than six weeks.

- 24.18 An employee to whom a direction has been given under this clause may make a request to take paid annual leave as if the direction had not been given. The employer is not to take the direction into account in deciding whether to agree to such a request and will not unreasonably refuse to agree to the request.
- 24.19 If leave is agreed after a direction is issued and the direction would then result in the employee's remaining accrued entitlement to paid annual leave at any time being less than six weeks, the direction will be deemed to have been withdrawn.
- 24.20 An employee cannot be directed to take annual leave under this clause if the employee has made an application for annual leave within the 12 month preceding period and the application was rejected by the employer.
- 24.21 An employee will not be directed to take annual leave under this clause if agreement is reached between the employer and the employee that the employee can accumulate annual leave for a specific purpose.
- 24.22 The employer may, by giving employees at least six weeks' notice, temporarily close down all or part of its operation. Where this occurs an employee may be required to take their accrued annual leave for the period of the close down. Where an employee affected by the close down has insufficient accrued annual leave, the employee may, subject to agreement with the employer:
- 24.22.1 Take annual leave in advance;
 - 24.22.2 Take leave without pay, or
 - 24.21.3 Take such other form of leave or paid time off that may be available to the employee.

Remote and Regional Nurses Remote Leave (Western Australia only)

- 24.23 This clause applies exclusively to employees who are based at locations in Western Australia as identified in the service contract between the employer and the WA Department of Health, as amended from time to time.
- 24.24 Employees (other than casual employees) appointed to the positions of:
- 24.24.1 Primary Remote Area Nurse;
 - 24.24.2 Remote Area Nurse; or
 - 24.24.3 Remote Nurse Practitioner;
 - 24.24.4 Remote Area Nurse Manager;
- will be entitled to one week's remote leave after each year of continuous service in addition to the annual leave entitlements prescribed in sub-clauses 24.1 or 24.2.
- 24.25 Remote leave will accrue at the rate of 0.0192 hours of remote leave for each ordinary hour worked.

For example: A full time Primary Remote Area Nurse working 38 hours a week will accrue one week's (38 hours) remote leave per annum. A part time Primary Remote Area Nurse will accrue a pro-rata entitlement according to the number of ordinary hours worked.

24.26 Any time in respect of which an employee is absent from work except any period of paid leave will not count in accruing remote leave.

24.27 Remote leave will be paid at the employee's ordinary rate of pay.

24.28 Remote leave will not accumulate for more than 12 months after accrual except by agreement between the employer and the employee.

24.29 An employee may elect, with the consent of the employer, to cash in some or all of the employee's accrued remote leave.

24.30 Accrued but untaken remote leave will be paid out on termination.

25 PERSONAL/CARER'S LEAVE AND GRANDPARENT LEAVE

Except as provided by this clause, personal/carer's leave is in accordance with the NES.

Quantum

25.1 An employee is entitled to take accrued paid personal leave if either:

25.1.1 The employee is unable to attend work because of personal illness or injury ("**sick leave**"), or

25.1.2 The employee is required to provide care or support to a member of the employee's immediate family or household, who requires care or support because of a personal illness or injury or an unexpected emergency ("**carer's leave**").

25.2 All employees (except casuals) are entitled to 10 days' paid personal leave which includes both sick and carers' leave for each 12 month period of continuous service. Part-time employees are entitled to a pro rata entitlement based on the average number of hours worked.

25.3 Paid personal leave accrues during any period of paid leave.

25.4 Paid personal leave is paid at the employee's ordinary rate of pay.

25.5 Paid personal leave accumulates from year to year but is not paid out on termination of employment.

25.6 Where accrued entitlements are insufficient to cover an employee's personal leave requirements, an employee (including a casual employee) may take up to two days' unpaid carer's leave for each permissible occasion.

25.7 An employee may take additional unpaid carer's leave by mutual agreement between the employer and the employee.

Notice requirement

25.8 To be entitled to paid personal leave during a period, the employee must notify their supervisor as soon as reasonably practicable that the employee is (or will be) absent from work during the period because of a personal illness or injury or caring responsibilities.

Documentation requirement

25.9 To be entitled to paid personal leave for any absence, the employer may require an employee to, as soon as reasonably practicable, provide a medical certificate from a registered health practitioner or, where it is not reasonably practicable for the employee to provide a medical certificate, a statutory declaration signed by the employee stating that the employee was, is, or will be unfit for work during the period because of a personal illness or injury or caring responsibilities.

25.10 An application for paid Personal/Carers Leave will be supported by the evidence required by sub-clause 25.9, provided that supporting evidence is not required for up to 5 days of absence in any anniversary year where the leave is taken as single days or two consecutive day absences.

25.11 Notwithstanding sub-clause 25.10, where the employer has reason to believe the absence of an employee may not be reasonable or legitimate, the employer may require an employee to provide the evidence required by sub-clause 25.9. for all personal/carers leave absences. An employee will be advised of this requirement, in writing, by the employee's Line Manager.

Inability to comply with notice and documentation requirements

25.12 The above notice and documentation requirements will not apply where information has been provided to the employer's satisfaction that an employee is unable to comply with them because of circumstances beyond the employee's control.

Replacement annual leave

25.13 An employee who suffers a personal illness or injury whilst on annual leave may apply to have the annual leave converted to personal leave. The annual leave will be re-credited to the employee if it has already been deducted, subject to:

25.13.1 Compliance with the notification and documentation requirements in sub-clauses 25.8, 25.9, 25.10 and 25.11;

25.13.2 The portion of annual leave coinciding with the paid personal leave due to personal illness or injury is to be taken at a time agreed by the employer and the employee or will be added to the next period of annual leave; and

25.13.3 Payment for replaced annual leave will be at the rate of pay applicable at the time the leave is subsequently taken provided that if the annual leave loading prescribed in sub-clauses 24.5 and 24.6 was paid on the re-credited annual leave when it was initially taken, it will be deemed to have been paid with respect to the replaced annual leave.

Grandparent Leave

25.14 Full-time and part-time employees are entitled to up to two days' paid grandparent leave on one occasion per 12 month period on the birth or adoption of a grandchild. This entitlement will be deducted from the employee's accrued personal/carers' leave balance.

25.15 The definition of "grandparent" for eligibility of leave pursuant to this clause is an employee whose child becomes a parent by either birth or adoption.

25.16 To be entitled to grandparent leave, the employer may require reasonable evidence of the birth or adoption of a grandchild.

26 COMPASSIONATE LEAVE

- 26.1 Three days' paid compassionate leave can be taken for each occasion of
- (a) the death or serious illness or injury of a member of the employee's immediate family or household or
 - (b) A baby in the employee's immediate family or household is stillborn; or
 - (c) The employee or their current spouse or defacto partner has a miscarriage.
- 26.2 Compassionate leave is paid at the employee's ordinary rate.
- 26.3 An employee who:
- 26.3.1 Is entitled to compassionate leave under this clause; and
 - 26.3.2 Travels overseas or interstate in the event of the death overseas or interstate of a member of an employee's immediate family; and
 - 26.3.3 Provides satisfactory evidence of the bereavement and the need to travel;
- is entitled, subject to approval from their Manager, to access any accrued annual leave and/or any long service leave entitlement once the compassionate leave for the occasion has been exhausted. Long Service Leave must be taken in multiples consistent with the applicable State or Territory Long Service Leave legislation.
- 26.4 If an employee has exhausted or has no available accrued annual leave or long service leave entitlement, the employee may request a reasonable period of additional leave with pay. The employer will consider the circumstances and may, at its discretion, grant additional leave either with or without pay, to be agreed in advance, with their Manager.
- 26.5 Compassionate leave is otherwise in accordance with the NES.

27 PUBLIC HOLIDAYS

- 27.1 Subject to s.114 of the Act, an employee is entitled to be absent from their employment on a day or part-day that is a public holiday, provided that the employee's roster or the normal operations of the employer (or the practice of allocating work) – consistent with the employee's contract of employment – does not include requiring the employee to work on a public holiday.
- 27.2 Subject to s.114 of the Act, where the employee's roster and the normal operations of the employer (or the practice of allocating work) – consistent with the employee's contract of employment – does include work on a public holiday, the employer may require the employee to work on that public holiday.

Meaning of Public Holiday

- 27.3 Each of the following days are public holidays for the purpose of this Agreement:

- 1 January (New Year's Day);
- 26 January (Australia Day);
- Good Friday;
- Easter Sunday
- Easter Monday;
- 25 April (Anzac Day);

The Sovereign's birthday holiday (on the day on which it is celebrated in a State or Territory or a region of a State or Territory);
 25 December (Christmas Day); and
 26 December (Boxing Day).

Note: These dates are in accordance with the NES as at the date of this Agreement, but may change subject to any future changes to the NES.

Any other day, or part-day, declared or prescribed by or under a law of a State or Territory to be observed generally within the State or Territory, or a region of the State or Territory, as a public holiday, other than a day or part-day, or a kind of day or part-day, that is excluded by the regulations from counting as a public holiday.

- 27.4 If, under (or in accordance with a procedure under) a law of a State or Territory, a day or part-day is substituted for a day or part-day that would otherwise be a public holiday because of this clause, then the substituted day or part-day is the public holiday for the purposes of this Agreement.
- 27.5 The employer and an employee may agree on the substitution of a day or part-day for a day or part-day that would otherwise be a public holiday because of this clause.
- 27.6 When a public holiday falls on a Saturday or a Sunday, such holiday will be observed on the next succeeding Monday and when Boxing Day falls on a Sunday or Monday, such holiday will be observed on the next succeeding Tuesday. Subject to relevant State legislation, this provision will not operate so as to result in an employee being paid public holiday penalty rates on more than one day for the same nominated public holiday.
- 27.7 If a full-time or permanent part-time employee is absent from work (in accordance with this clause or section 114 of the Act) on a day or part-day that is a public holiday and that day would normally have been a day on which the employee worked ordinary time, the employer will pay the employee at the employee's ordinary rate of pay for the employee's ordinary hours of work on the day or part-day.

Ordinary Hours Worked on a Public Holiday

- 27.8 Subject to this clause, in addition to the ordinary rate of pay, an employee who works ordinary hours on a public holiday is entitled, at their discretion, to elect to receive either:

27.8.1 Payment of a loading of:

- (a) 150% on the ordinary rate of pay, except for work performed on 25 December; or
- (b) 200% on the ordinary rate of pay for work performed on 25 December,

or

27.8.2 Provided the employee is not a casual employee, payment of a loading of:

- (a) 50% on the ordinary rate of pay, except for work performed on 25 December; or
- (b) 100% on the ordinary rate of pay for work performed on 25 December,

and

- (c) An amount of time off in lieu equal to the ordinary time worked, to be taken at a time agreed between the employer and the employee.

27.9 The penalty rates in this clause will not be cumulative upon each other, nor upon the penalty rates at sub-clauses 8.23 to 8.26 under Clause 8 – Hours and Related Matters, but the employee will be paid the highest applicable penalty for the relevant ordinary hours worked.

27.10 Entitlements to public holidays are otherwise in accordance with the NES.

28 PARENTAL LEAVE

28.1 Except as provided by this clause, parental leave is in accordance with the NES.

28.2 Eligible employees are entitled to take up to 12 months' unpaid parental leave upon the birth, the adoption of a child or in the event of a stillbirth.

28.3 Eligible employees who take parental leave for their available parental leave period may request the employer to agree to an extension of unpaid parental leave for the employee for a further period of up to 12 months immediately following the end of the available parental leave period. All provisions of s.76 of the Act will apply to such a request.

28.4 An employee who is entitled to unpaid parental leave in accordance with the NES and who are the primary caregiver of the child are entitled to 12 weeks' paid parental leave at full pay or 24 weeks at half pay. Unless otherwise agreed by the employer, this paid leave must be taken in one continuous period and must commence no later than the date of birth or placement of the child.

28.5 An employee who becomes a parent or adoptive parent as described by the NES but who is not the primary care giver is entitled to two weeks paid spousal leave at full pay or four weeks at half pay. Unless otherwise agreed by the employer, this paid leave must be taken in one continuous period and must commence no later than 12 weeks after the birth or placement of the child, except as provided otherwise by this clause.

28.6 Paid parental leave is calculated at the employee's ordinary rate of pay for the number of ordinary hours per week the employee is contracted to work.

28.7 If both parents are members of an employee couple as defined under the Act:

28.7.1 The maximum total period of available paid parental leave in respect of a particular child is 14 weeks; and

28.7.2 The employee who is not the primary care giver is entitled to commence their paid spousal leave later than 12 weeks but no later than 24 weeks after the birth or placement of the child.

28.8 The notice and evidence requirements for the paid parental leave in this Agreement are the same as the notice and evidence requirements under the NES for unpaid parental leave, with the additional requirement that the employer may require reasonable evidence that an employee is the primary care giver.

Return to work after Parental Leave

28.9 An employee will confirm their intention of returning to work by notice in writing to the employer given not less than four weeks prior to the expiration of the period of parental leave.

28.10 On finishing parental leave, an employee is entitled to the position they held immediately before starting parental leave.

28.11 If the position referred to in sub-clause 28.10 is not available, the employee is entitled to an available position:

28.11.1 For which the employee is qualified; and

28.11.2 That the employee is capable of performing, most comparable in status and pay to that of the employee's former position.

28.12 Where, immediately before starting parental leave an employee was acting in, or performing on a temporary basis the duties of the position referred to in sub-clause 28.10, that sub-clause applies only in respect of the position held by the employee immediately before taking the acting or temporary position.

28.13 Notwithstanding the provisions of this clause, an employee may request to return to work on a part-time basis (or reduced part-time basis in the case of an existing part-time employee) until the child reaches school age. Such a request may not be unreasonably refused.

Breast Feeding in the Workplace

28.14 The employer will, as far as it is reasonably practicable, enable employees to breast feed in the workplace during paid time.

28.15 For the purposes of this clause, breast feeding includes expressing milk.

28.16 A flexible approach to the taking of these paid breaks is required, in consultation between the employee and their Line Manager and must give consideration to our client needs.

28.17 Where it is reasonable to do so, the employer will provide a place that can be made private in which employees are able to breast feed.

28.18 Employees are able to utilise the employer's refrigeration facilities for the storage of breast milk. Responsibility for labelling, storage and use lies with the employee.

29 LONG SERVICE LEAVE

Quantum

29.1 Employees are entitled to long service leave in accordance with the applicable State or Territory long service leave legislation except where an employee is entitled to an applicable award-derived long service leave term, that term will take precedence to the extent that the award-derived long service leave term is more beneficial to the employee.

29.2 An employee who has completed at least seven years of continuous service will be entitled to long service leave on a pro-rata basis according to completed years of service, for the purpose of:

29.2.1 Taking long service leave (subject to application and approval processes); or

29.2.2 Taking a payment in lieu of long service; or

29.2.3 Payment of pro-rata long service leave on termination of employment.

29.3 Sub-clause 29.2 will not operate so as to breach a provision of the applicable State or Territory long service leave legislation.

Preserved Conditions for Registered Nurses

29.4 Preserved conditions for long service leave apply to employees:

29.4.1 Who were employed as a nurse by the employer in Western Australia before 29 June 2000; and

29.4.2 Who have maintained continuous service with the employer since 29 June 2000; or

29.4.3 Whose service as a nurse with the employer is deemed to have commenced before 29 June 2000 in Western Australia pursuant to sub-section 6(4) of the *Long Service Leave Act 1958 (WA)* (i.e. because of a transmission of business); and

29.4.4 Whose service has been continuous since June 2000.

29.5 Where an employee:

29.5.1 Meets the criteria for preserved conditions for long service leave in sub-clause 29.4; and

29.5.2 Has completed at least 10 years continuous employment;

such an employee will retain an entitlement to 13 weeks of long service leave in respect of the first 10 years of continuous employment, and a further 13 weeks long service leave after each subsequent seven years of continuous employment.

29.6 An employee's eligible service or employment for the purpose of long service leave accrual will be deemed to include the first month of workers' compensation leave in any year of employment, unless the applicable long service leave legislation provides a superior accrual benefit whilst on workers' compensation leave.

Taking Long Service Leave

29.7 Long service leave is paid at the employee's ordinary rate of pay.

29.8 By mutual agreement, long service leave may be taken at half the rate over twice the time or twice the rate over half the time, providing it is not inconsistent with the applicable State or Territory long service leave legislation.

29.9 By mutual agreement, a part-time employee or an employee whose ordinary hours have changed from part-time to full-time may take long service leave entitlements as reduced periods of full-time equivalent time off, providing it is not inconsistent with the applicable State or Territory long service leave legislation.

Cashing out Long Service Leave

29.10 An employee who is entitled to long service leave may be entitled to a payment in lieu of the long service leave or a part of the long service leave entitlement if:

29.10.1 An individual agreement to that effect is made and recorded in writing and signed by the employer and the employee after the entitlement to the leave accrues to the employee; and

29.10.2 The agreement reached, and the payment in lieu of long service leave, is not inconsistent with the applicable State or Territory long service leave legislation.

29.11 Long service leave which is cashed out will be paid out at the rate which the employee would have received had they taken the leave.

29.12 Long service leave is otherwise in accordance with applicable State or Territory long service leave legislation.

30 COMMUNITY SERVICE LEAVE

30.1 An employee is entitled, subject to the relevant State or Territory legislation, to paid community service leave for:

30.1.1 Active voluntary emergency management activities; and

30.1.2 Jury duty (including attendance for jury selection).

30.2 Where applicable, community service leave is paid at the employee's ordinary rate.

30.3 If specific State or Territory legislation applies that contains more favourable provisions than this clause, the more favourable provisions will apply.

30.4 The employer also permits employees to take paid Defence Reserve Service Leave where they are enlisted in the Defence Reserves and are attending active duty.

30.5 Community service leave is otherwise in accordance with the NES.

31 WITNESS LEAVE

31.1 An employee subpoenaed or called as a witness to give evidence in any proceeding will as soon as practicable notify the employer.

31.2 Where an employee is subpoenaed or called as a witness to give evidence as required by or under a law of the Commonwealth, a State or Territory, related to their duties as an employee, that employee will be granted paid leave by the employer, but only for such period as is required to enable the employee to carry out their duties related to being a witness. Such leave will be for the difference between the employee's ordinary rate of pay and any witness fees received, subject to satisfactory evidence being given to the employer. If the employee is on any form of paid leave, the leave involved in being a witness will be reinstated, subject to evidence to the satisfaction of the employer.

31.3 An employee subpoenaed or called as a witness on behalf of the Crown, not in an official capacity related to their duties as an employee, will be granted paid leave by the employer, but only for such period as is required to enable the employee to carry out their duties related to being a witness. Such leave will be for the difference between the employee's ordinary rate of pay and any witness fees received, subject to satisfactory evidence being given to the employer. If the employee is on any form of paid leave, this leave will not be reinstated as such witness service is deemed to be part of the employee's civic duty.

31.4 An employee subpoenaed or called as a witness under any circumstances other than specified in sub-clauses 31.2 or 31.3 of this clause will be granted leave of absence without pay except when the employee makes an application to clear accrued leave in accordance with Agreement provisions.

32 CEREMONIAL LEAVE

- 32.1 An employee who is legitimately required by Aboriginal tradition to be absent from work for Aboriginal ceremonial purposes will be entitled to up to ten working days unpaid leave in any one year, with the approval of the employer.
- 32.2 Ceremonial leave does not accrue from year to year.

33 DOMESTIC AND FAMILY VIOLENCE LEAVE

- 33.1 The employer recognises that domestic and family violence occurs in every sector of the community and may also affect employees in the workplace. The employer is committed to providing support where it can to employees experiencing domestic violence to help them feel safe and supported at work. Each family violence situation is different and therefore a range of provisions may be considered based on the circumstances.
- 33.2 For the purposes of this clause, "domestic and family violence" means violent, threatening or other abusive behaviour by a member of the employee's immediate family or household (including a person related to the employee according to Aboriginal or Torres Strait Island kinship rules) that seeks to coerce, or control the employee and that causes them harm or to be fearful. It includes behaviour from current or former partners in an intimate relationship. It may include physical, sexual, financial, verbal or emotional abuse.
- 33.3 Where:
- 33.3.1 A permanent full-time or part-time employee is experiencing domestic or family violence; and
- 33.3.2 Reasonable grounds exist;
- the employer may grant paid domestic and family violence leave for up to 10 days per annum and upon such conditions agreed with the employee.
- 33.4 Where paid entitlements have been exhausted unpaid domestic and family violence leave is available to full-time, part-time or casual employees.
- 33.5 An employee is entitled to five days unpaid leave as follows:
- 33.5.1 The leave is available in full at the start of each 12 month period of the employee's employment;
- 33.5.2 The leave does not accumulate from year to year; and
- 33.5.3 Is available in full to part-time and casual employees.
- 33.6 A period of leave to deal with family and domestic violence may be less than a day by agreement between the parties. The employer may agree that an employee may take more than five days unpaid leave to deal with family and domestic violence.
- 33.7 An employee must give the employer notice of the taking of leave by the employee under this clause. The notice:

- 33.7.1 Must be given to the employer as soon as practicable (which may be a time after the leave has started); and
- 33.7.2 Must advise the employer of the period, or expected period, of the leave.
- 33.8 In considering any application for domestic violence leave, it is reasonable for the employer to require evidence that would satisfy a reasonable person that the leave is for the purposes of dealing with the impact of family and domestic violence where it is impractical for the employee to do that outside their ordinary hours of work. This may include:
- 33.8.1 Making arrangements for their safety or the safety of a family member (including relocation);
- 33.8.2 Attending court hearings, obtaining legal assistance or accessing police services;
- 33.8.3 Attending medical appointments and counselling; and
- 33.8.4 Other activities associated with the experience of domestic and family violence.
- 33.9 Depending upon the circumstances such evidence may include a document issued by the police service, a court, or a family violence support service, or a statutory declaration.
- 33.10 Domestic and family violence leave is in addition to any other leave prescribed in this Agreement. Domestic and family violence leave without pay will not be taken into account when calculating the period of service for any purpose, including calculating long service leave. However, absence on domestic and family violence leave will not break continuity of service.
- 33.11 The employer will take steps to ensure information concerning any notice an employee has given, or evidence an employee has provided under this clause is treated confidentially, as far as it is reasonably practicable to do so.
- 33.12 Nothing in this clause prevents the employer from disclosing information provided by an employee if the disclosure is required by an Australian law or is necessary to protect the life, health or safety of the employee or another person. Information concerning an employee's experience of domestic and family violence is sensitive. The employer will consult with such employees regarding the handling of this information.
- 33.13 An employee is not entitled to take leave under this clause unless the employee complies with sub-clauses 33.7 and 33.8.

34 PROFESSIONAL DEVELOPMENT LEAVE

- 34.1 The employer is committed to professional development.
- 34.2 An employee is entitled to request up to 20 hours paid professional development leave to partake in formal or informal education in which the employee will gain or maintain skills and knowledge that is relevant to their area of work or specialisation within their business unit.
- 34.3 This leave is available at the commencement of each anniversary year and where not fully utilised will accumulate for up to three (3) years. At the expiry of three years, any unused portion of the leave cannot be preserved.

- 34.4 A request for professional development leave will not be unreasonably refused. However, the employer will take into consideration any previous professional development leave taken within the last 12 months, the employee's length of service, relevance, performance, operational requirements and overall cost.

35 EMERGENCY LEAVE

- 35.1 In the event of an emergency, an employee may be granted a period of paid emergency leave, at the discretion of the employer, where the employee is unable to attend work due to circumstances outside of their control and which are a direct result of a natural disaster, a severe weather event or other emergency event. Emergency Leave may be considered in circumstances which include, but are not limited to, bush fires, cyclone/severe storm, floods, or earthquakes, that pose a threat to personal property or the lives of the employee's immediate family.
- 35.2 An application for paid emergency leave is to be made through the employee's Line Manager as soon as reasonably practicable and must indicate the duration of the requested leave. The application may be made via a phone call in the first instance, provided that where the leave is approved, the employee is required to submit a written application as soon as reasonably practicable thereafter.
- 35.3 Such leave does not accrue from year to year, will not break the continuity of service of the employee and will count for the purposes of accrual of other leave entitlements.
- 35.4 Emergency leave will not be granted for personal / carer's leave purposes or for any other form of leave that is available to an employee under this Agreement.

36 LEAVE WITHOUT PAY

- 36.1 By mutual agreement between the employer and a permanent employee, a permanent employee may be granted a period of leave without pay.
- 36.2 The period of leave will not break the continuity of service of the employee but will not count for the purpose of accrual of other leave entitlements.

37 BLOOD DONOR LEAVE

- 37.1 An employee (other than a casual employee) is entitled to two hours paid leave per occasion for the purposes of donating blood or plasma to a collector registered with the National Blood Authority.
- 37.2 Leave will be paid at the employee's ordinary rate of pay and may be accessed up to six times per year.
- 37.3 The employee shall notify their manager as soon as possible of the time and date they are requesting to be absent for the purposes of donor leave.
- 37.4 The employer may require evidence of attendance, duration and/ or donation to satisfy the provision of this leave.
- 37.5 Donor leave does not accrue and is not payable on cessation of employment.

OTHER CONDITIONS

38 INDIVIDUAL FLEXIBILITY TERM

- 38.1 The employer and an employee covered by this Agreement may agree to make an individual flexibility arrangement to vary the effect of terms of the Agreement if:
- 37.1.1 The Agreement deals with one or more of the following matters:
- (a) Arrangements about when work is performed;
 - (b) Overtime rates;
 - (c) Penalty rates;
 - (d) Allowances; and
 - (e) Leave loading;
- and
- 37.1.2 The arrangement meets the genuine needs of the employer and the employee in relation to one or more of the matters mentioned in sub-clause 37.1.1 above; and
- 37.1.3 The arrangement is genuinely agreed to by the employer and the employee.
- 38.2 The employer will ensure that the terms of the individual flexibility arrangement:
- 37.2.1 Are about permitted matters under section 172 of the Act; and
- 37.2.2 Are not unlawful terms under section 194 of the Act; and
- 37.2.3 Result in the employee being better off overall than the employee would be if no arrangement was made.
- 38.3 The employer will ensure that the individual flexibility arrangement:
- 37.3.1 Is in writing; and
- 37.3.2 Includes the name of the employer and the employee; and
- 37.3.3 Is signed by the employer and the employee; and
- 37.3.4 Includes details of:
- (a) The terms of this Agreement that will be varied by the arrangement; and
 - (b) How the arrangement will vary the effect of the terms; and
 - (c) How the employee will be better off overall in relation to the terms and conditions of their employment as a result of the arrangement; and
- 37.3.5 States the day on which the arrangement commences.
- 38.4 The employer will give the employee a copy of the individual flexibility arrangement within 14 days after it is agreed.

- 38.5 The employer and the individual employee must have genuinely made the agreement without coercion or duress. An agreement under this clause can only be entered into after the individual employee has commenced employment with the employer.
- 38.6 The employer or the employee may terminate the individual flexibility arrangement:
- 37.6.1 By giving no more than 28 days written notice to the other party to the arrangement;
or
- 37.6.2 If the employer and the employee agree in writing — at any time.

39 SALARY PACKAGING

- 39.1 Employees are entitled to salary package in accordance with the employer Salary Packaging Policy or legislation as amended from time to time.
- 39.2 The salary packaging arrangement must comply with relevant taxation laws and the employer will not be liable for any additional tax, penalties or other costs payable or which may become payable by the employee.

40 SUPERANNUATION

- 40.1 The employer will make superannuation contributions on behalf of employees in accordance with the requirements of the *Superannuation Guarantee (Administration) Act 1992* (Cth).
- 40.2 Contributions will be paid monthly and within 30 days of the end of each month.
- 40.3 The employer will continue to contribute a minimum of 3% on behalf of an employee in receipt of payments under the *Workers' Compensation and Injury Management Act 1981* (WA).
- 40.4 For the purpose of this clause the employee's earnings base will include ordinary rate, over-Agreement payments, shift and weekend penalties and will apply to all such earnings irrespective of the monthly earnings threshold stipulated by the *Superannuation Guarantee (Administration) Act 1992* (Cth).
- 40.5 Contributions will be paid into a complying superannuation fund nominated in writing by the employee.
- 40.6 If an employee does not nominate a complying superannuation fund, the employer will pay contributions into a fund authorised to provide a My Super product, currently Aware Super ("**default fund**"). The employer may alter the default fund by giving the affected employees 30 days' notice that contributions will be made into another complying fund, which must be a fund containing a My Super product.

41 OVERPAYMENT OR UNDERPAYMENT

- 41.1 Any underpayment will be paid to the employee as soon as practicable after the underpayment has been identified and calculated by the employer.

- 41.2 In the event that the employer overpays an employee, the overpayment is a debt owing to the employer. By agreement, the employee may repay the amount owing to the employer, including by means of a written agreement to deduct from the employee's wages. If agreement is not reached on repayment, the employer may initiate proceedings to recover the amount by lawful means.
- 41.2 Where an employee's employment is terminated and as at the date of termination there is an overpayment of wages, the overpayment is a debt owing to the employer. By agreement, the employee may repay the amount owing to the employer. The employee may agree in writing that the amount owing to the employer may be deducted from any monies or entitlements owed to the employee. If agreement is not reached on repayment, the employer may initiate proceedings to recover the amount by lawful means.

42 WORKLOAD MANAGEMENT

- 42.1 The parties agree that an effective mechanism will operate which introduces reasonable strategies and work practices that can reasonably be implemented to minimise the adverse effect of excessive workloads and to sustain the organisational commitment to Duty of Care and compliance with Accreditation Standards. Such a mechanism would:
- 41.1.1 Address specific workload issues referred by employees and/or management;
 - 41.1.2 Include effective processes for the referral of those workload issues not addressed through negotiation to the resolution of disputes procedure in this Agreement;
 - 41.1.3 Be capable of assessing the implications of workloads from a workplace health and safety perspective and refer relevant matters to the appropriate workplace health and safety processes; and
 - 41.1.4 Facilitate reasonable strategies to improve immediate and long-term workload issues, based on research.
- 42.2 The employer is committed to ensuring nurse staffing levels are appropriate for the delivery of high quality care.
- 42.3 Should any employee feel the workload is unreasonably heavy, on a regular basis, then the employee has a responsibility to discuss any concerns with the appropriate Manager in the first instance.
- 42.4 Any dispute arising under this clause should be dealt with in accordance with Clause 43 – Resolving Workplace Concerns or Disputes.

43 CONSULTATION

General

- 43.1 This clause applies if the employer:
- 43.1.1 Has made a definite decision to introduce a major change to production, program, organisation, structure, or technology in relation to its enterprise that is likely to have a significant effect on the employees; or
 - 43.1.2 Proposes to introduce a change to the regular roster or ordinary hours of work of employees.

- 43.2 The relevant employees may appoint a representative for the purposes of the procedures in the clause.
- 43.3 Once an employee has advised the employer of the identity of their appointed representative, the employer must recognise the representative for the purpose of consultation under this clause.
- 43.4 In this clause relevant employees means the employee who may be affected by a change referred to in sub-clause 42.1.

Major Change

- 43.5 The employer must notify the potentially affected employees and their representatives (if any) of the decision to introduce the major change.
- 43.6 As soon as practicable after making its decision, the employer will discuss with the relevant employees and their nominated representative (if any):
- 43.6.1 The introduction of the change;
 - 43.6.2 The effect the change is likely to have on the employees; and
 - 43.6.3 Measures the employer is taking to mitigate the adverse effect of the change on the employees.
- 43.7 For the purposes of the discussion, the employer will provide, in writing, to all relevant employees:
- 43.7.1 All relevant information about the change including the nature of the change proposed;
 - 43.7.2 Information about the expected effects of the change on the employees; and
 - 43.7.3 Any other matters likely to affect the employees.
- 43.8 The employer is not required to disclose confidential or commercially sensitive information to the employees.
- 43.9 The employer will give prompt and genuine consideration to matters that are raised by employees and/or their representatives in response to the change. The employer will formally respond to such matters and where practicable it will do so in writing.
- 43.10 For the purposes of this Agreement, a major change is likely to have a significant effect on employees if it results in:
- 43.10.1 The termination of the employment of employees;
 - 43.10.2 Major change to the composition, operation or size of the employer's workforce or to the skills required of employees;
 - 43.10.3 The elimination or diminution of job opportunities (including opportunities for promotion or tenure);
 - 43.10.4 The alteration of hours of work;
 - 43.10.5 The need to retrain employees;

43.10.6 The need to relocate employees to another workplace; or

43.10.7 The restructuring of jobs.

43.11 If a term of this Agreement provides for a major change to production, program, organisation, structure or technology in relation to the enterprise of the employer, the requirements set out in sub-clause 42.1 and at sub-clauses 42.5, 42.6 and 42.7 are taken not to apply.

Change to Regular Roster or Ordinary Hours of Work

43.12 As soon as practicable after proposing to introduce the change, the employer must:

43.12.1 Discuss with the relevant employees the introduction of the change; and

43.12.2 For the purposes of the discussion, provide to the relevant employees:

- (a) All relevant information about the change, including the nature of the change; and
- (b) Information about what the employer reasonably believes will be the effects of the change on the employees; and
- (c) Information about any other matters that the employer reasonably believes are likely to affect the employees; and

43.12.3 Invite the relevant employees to give their views about the impact of the change (including any impact in relation to their family or caring responsibilities).

43.13 The employer is not required to disclose confidential or commercially sensitive information to the relevant employees.

43.14 The employer must give prompt and genuine consideration to matters raised about the change by the relevant employees and/or their representatives. The employer will formally respond to such matters and where practicable, it will do so in writing.

43.15 For the purposes of this clause, regular means the normal day(s) and shifts that the employee has been working up until the point of the proposed change. Consultation is not required under this clause in respect to roster changes that have been part of the employee's normal pattern of work days and shifts.

44 RESOLVING WORKPLACE CONCERNS OR DISPUTES

44.1 If a dispute relates to:

44.1.1 A matter arising under the Agreement; or

44.1.2 The NES including s.65(6) or s.76(4) of the Act;

this clause sets out procedures to settle the dispute.

44.2 An employee who is a party to the dispute may appoint a representative for the purposes of the procedures in this clause.

- 44.3 In the first instance, the parties to the dispute must try to resolve the dispute at the workplace level, by discussions between the employee or employees and relevant supervisors and/or management.
- 44.4 If discussions at the workplace level do not resolve the dispute, a party to the dispute may refer the matter to the FWC.
- 44.5 The FWC will attempt to resolve the dispute as it considers appropriate, including by mediation, conciliation, expressing an opinion, making a recommendation or by arbitration. If arbitration is necessary, the FWC may exercise the procedural powers in relation to hearings, witnesses, evidence and submissions which are necessary to make the arbitration effective.
- 44.6 While the parties are trying to resolve the dispute using the procedures in this clause:
- 44.6.1 An employee must continue to perform their work as they would normally unless they have a reasonable concern about an imminent risk to their health or safety; and
- 44.6.2 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:
- (a) The work is not safe; or
 - (b) Applicable occupational health and safety legislation would not permit the work to be performed; or
 - (c) The work is not appropriate for the employee to perform; or
 - (d) There are other reasonable grounds for the employee to refuse to comply with the direction.
- 44.7 The parties to the dispute agree to be bound by a decision made by the FWC in accordance with this clause, subject to the parties' right of appeal to the Full Bench of the FWC.

TERMINATION AND REDUNDANCY

45 NOTICE OF TERMINATION

Notice by the Employer

- 45.1 Employment may be terminated by the employer giving the employee notice in writing as set out in the following clauses, as applicable.
- 45.2 The required period of notice will be:

Employee's period of continuous service	Period of Notice
During the probationary period	1 week
After the probationary period but not more than 3 years	2 weeks
More than 3 years but not more than 5 years	3 weeks
More than 5 years	4 weeks

The period of notice is increased by one week if the employee is over 45 years old and has completed at least two years' continuous service with the employer.

- 45.3 The employment of a casual employee may be terminated on one hour's notice. Such notice need not be in writing.
- 45.4 The employer may pay an employee in lieu of the required period of notice. The employer may also require the employee to work out part of the required period of notice and pay the employee in lieu of the balance of the required period of notice.
- 45.5 Nothing in this clause affects the employer's right to dismiss an employee without notice for serious misconduct. In such cases, wages and any accrued entitlements will be paid up to the time of dismissal only.

Notice by Employee

- 45.6 The notice of termination required to be given by an employee is the same as that required by the employer, save and except that there is no requirement on an employee to give additional notice based on their age.
- 45.7 A casual employee may terminate their employment on one hour's notice to the employer. Such notice need not be in writing.
- 45.8 If an employee fails to give the required notice or leaves during the notice period, the employer will not pay the employee for the required period of notice or for the balance of the period of notice during which the employee is absent.
- 45.9 The employer and the employee may agree in writing upon a longer period of notice than prescribed in this clause.

46 REDUNDANCY

- 46.1 Except as provided in this clause, redundancy is in accordance with the NES and the Act.

Redundancy Pay

- 46.2 In addition to the period of notice prescribed under sub-clause 44.2 of Clause 44 – Notice of Termination, an employee whose employment is terminated by the employer on the ground of redundancy will be entitled to an amount of redundancy pay in respect of a period of continuous service, calculated at the employee's ordinary rate of pay for their ordinary hours of work according to the following:

Period of Continuous Service	Redundancy Pay
Less than 1 year	3 weeks' pay
1 year but less than 2 years	4 weeks' pay
2 years but less than 3 years	6 weeks' pay
3 years but less than 4 years	7 weeks' pay
4 years but less than 5 years	8 weeks' pay
5 years but less than 6 years	10 weeks' pay
6 years but less than 7 years	11 weeks' pay
7 years but less than 8 years	13 weeks' pay
8 years but less than 9 years	14 weeks' pay
9 years but less than 10 years	16 weeks' pay

46.3 Employees who have more than 10 years' continuous service with the employer will be entitled to one additional week's pay for every additional continuous year of service beyond 10 years.

46.4 This clause does not apply to:

46.4.1 Employees whose employment is terminated or ceased for reasons other than redundancy;

46.4.2 Casual employees;

46.4.3 Probationary employees; or

46.4.4 Fixed term employees.

Pro rata Long Service Leave

46.5 Employees will be paid a proportionate amount of long service leave in accordance with the provisions of the relevant State or Territory long service leave legislation.

Employee Leaving During Notice

46.6 An employee whose employment is to be terminated on the ground of redundancy may terminate their employment during the period of notice and, if so, will be entitled to the same benefits and payments under this clause had the employee remained with the employer until the expiry of such notice. In such circumstances the employee will not be entitled to payment in lieu of notice.

Job Search Entitlement

46.7 During the period of notice of termination of employment given by the employer, an employee whose employment is to be terminated on the ground of redundancy will, for the purpose of seeking other employment, be entitled to be absent from work during each week of notice up to a maximum of eight ordinary hours without deduction of pay.

46.8 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 will, at the request of the employer, be required to produce proof of attendance at an interview or the employee will not receive payment for the time absent. For this purpose a statutory declaration will be sufficient.

Transfer to Lower Paid Duties

46.9 Where an employee is transferred to lower paid duties by reason of redundancy the employee will continue to be paid their former ordinary time rate of pay (rather than the lower rate) for a transitional period calculated in accordance with the provisions of sub-clause 44.2.

Transfer of Business

46.10 The provisions of this clause are not applicable where:

46.10.1 The business or part of a business of, or any activity performed by, the employer, is transferred from the employer to another employer ("**new employer**"); and

46.10.2 The employee accepts employment with the new employer which recognises the period of continuous service which the employee had with the employer to be continuous service of the employee with the new employer.

OBLIGATIONS

47 CONFIDENTIALITY

47.1 During employment, employees must not divulge to a third party any information relating to the employer, its clients, employees or activities other than in the proper performance of the employee's duties.

47.2 Employees must comply at all times with the employer's Confidentiality Policy.

48 INTELLECTUAL PROPERTY

48.1 All intellectual property created by an employee in the course of their employment will be the property of the employer.

48.2 An employee agrees, on request by the employer, to execute all documents necessary to confirm that all rights, title and interest in and to any copyright and other intellectual property rights has been assigned to the employer.

49 POLICIES AND PROCEDURES

49.1 The employer has various policies which apply to the employees' employment. All employees are required to be familiar with and comply with all the employer policies and procedures as amended from time to time.

49.2 Company policies and procedures referred to in this Agreement are not incorporated into the Agreement.

49.2 In the event of a conflict between this Agreement and an employer policy or procedure, this Agreement will prevail to the extent of any inconsistency.

50 SIGNATORIES

Signed for and on behalf of:

SILVER CHAIN GROUP LIMITED

6 Sundercombe Street, OSBORNE PARK WA 6017



MELINDA SMIT

AUTHORITY TO SIGN: DIRECTOR, PEOPLE AND CULTURE

DATE: 28 October 2024

Signed for and on behalf of:

AUSTRALIAN NURSING AND MIDWIFERY FEDERATION

Level 1, 365 Queen Street, MELBOURNE VIC 3000



ANNIE BUTLER

AUTHORITY TO SIGN: FEDERAL SECRETARY

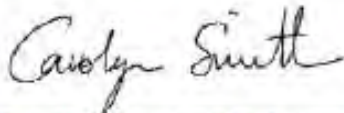
DATE: 14 November 2024

Signed for and on behalf of:

UNITED WORKERS UNION

~~823 Bourke Street, DOCKLAND VIC 3008~~

54 Cheriton Street Perth WA 6000



~~TIMOTHY JOHN KENNEDY~~ Carolyn Smith

AUTHORITY TO SIGN: ~~FEDERAL SECRETARY~~

DATE: 12/11/2024

SCHEDULE 1 - SALARIES AND CLASSIFICATIONS**1.1 Rates of Pay – Registered Nurses**

Levels	Effective fpp commencing on or after 1 July 2022 \$	Effective fpp commencing on or after 1 July 2023 \$	Effective fpp commencing on or after 1 July 2024 \$	Effective fpp commencing on or after 1 July 2025 \$
Level 1.1	35.31	36.90	38.38	39.91
Level 1.2	36.95	38.61	40.16	41.76
Level 1.3	38.56	40.30	41.91	43.58
Level 1.4	40.21	42.02	43.70	45.45
Level 1.5	41.82	43.70	45.45	47.27
Level 1.6	43.46	45.42	47.23	49.12
Level 1.7	45.09	47.12	49.00	50.96
Level 1.8	45.91	47.98	49.89	51.89
Level 1.9	46.67	48.77	50.72	52.75
Level 2.1	48.30	50.47	52.49	54.59
Level 2.2	49.37	51.59	53.66	55.80
Level 2.3	50.46	52.73	54.84	57.03
Level 2.4	51.55	53.87	56.02	58.27
Level 2.5	53.62	56.03	58.27	60.61
Level 3.1	54.82	57.29	59.58	61.96
Level 3.2	56.46	59.00	61.36	63.82
Level 3.3	58.14	60.76	63.19	65.71
Level 3.4	59.90	62.60	65.10	67.70
Level 3.5	61.69	64.47	67.04	69.73
Remote Area Nurse Level 1.1	52.99	55.37	57.59	59.89
Remote Area Nurse Level 1.2	54.26	56.70	58.97	61.33
Remote Area Nurse Level 1.3	55.50	58.00	60.32	62.73
Remote Area Nurse Level 1.4	56.75	59.30	61.68	64.14
Remote Area Nurse Level 2.1	59.07	61.73	64.20	66.77
Remote Area Nurse Level 2.2	59.64	62.32	64.82	67.41
Remote Area Nurse Level 2.3	60.26	62.97	65.49	68.11
Remote Area Nurse Level 2.4	60.84	63.58	66.12	68.77
Remote Area Nurse Level 2.5	61.46	64.23	66.79	69.47
Nurse Practitioner Level 1	65.87	68.83	71.59	74.45

Nurse Practitioner Level 2	67.83	70.88	73.72	76.67
Nurse Practitioner Level 3	69.87	73.01	75.93	78.97
Nurse Practitioner Level 4	71.97	75.21	78.22	81.35
Nurse Practitioner Level 5	74.13	77.47	80.56	83.79

Clinical Nurse Manager Level 1	124,488.00	130,089.96	135,293.56	140,705.30
Clinical Nurse Manager Level 2	129,151.36	134,963.17	140,361.70	145,976.17
Clinical Nurse Manager Level 3	133,840.41	139,863.23	145,457.76	151,276.07
Clinical Nurse Manager Level 4	138,478.08	144,709.59	150,497.98	156,517.90
Clinical Nurse Manager Level 5	143,141.44	149,582.80	155,566.12	161,788.76

1.2 Rates of Pay – Enrolled Nurses

Levels	Effective fpp commencing on or after 1 July 2022 \$	Effective fpp commencing on or after 1 July 2023 \$	Effective fpp commencing on or after 1 July 2024 \$	Effective fpp commencing on or after 1 July 2025 \$
Level 1	31.48	32.90	34.21	35.58
Level 2	32.05	33.49	34.83	36.23
Level 3	32.60	34.07	35.43	36.85
Level 4	33.94	35.47	36.89	38.36
Level 5	35.26	36.85	38.32	39.85
Advanced Skills EN Pay Point 1	36.64	38.29	39.82	41.41
Advanced Skills EN Pay Point 2	37.38	39.06	40.62	42.25
Specialist EN Pay Point 1	38.44	40.17	41.78	43.45
Specialist EN Pay Point 2	39.20	40.96	42.60	44.31

1.3 Classification Descriptions – Registered Nurses

Level 1

An employee at this level is required to perform general nursing duties which substantially include, but are not limited to:

- Delivering direct and comprehensive nursing care;
- Assessment and care planning;
- Co-ordinating services, including those of other disciplines or agencies, to individual clients or patients;
- Providing support and education to patients/clients and their families;
- Providing support, direction and education to newer or less experienced employees (including ENs and student nurses);
- Participation in research and policy development.

Level 2

In addition to the above duties of Level 1, an employee at this level is required to perform duties delegated by their line manager that include, but are not limited to:

- Being responsible for planning and coordinating services relating to a particular group of clients or patients, as delegated by line manager;
- Providing leadership, supervision to designated teams (including RNs, ENs, graduate nurses and student nurses);
- Employee and patient/client education;
- Employee selection, management and appraisal;
- Participation in research and policy development.

Level 2.5 is an additional pay point limited to the designated role of Case Co-ordinator. Advancement to this pay point is based on proficiency and performance.

Level 3

In addition to the above duties of Level 2, an employee at this level is required to perform duties that may include, but are not limited to:

- Monitoring and maintaining clinical practice and standards;
- Acting as a consultant, providing clinical advice, support and education according to designated portfolio to support best practice and ensure quality clinical care;
- Delivering direct and comprehensive nursing care to a specific group of clients/patients with complex nursing care needs, in a particular area of nursing;
- Employee and patient/client education;
- Employee selection, management and appraisal;
- Participation in research and policy development;
- Being accountable for the management of human and material resources including financial matters and cost.

Level 3.5 is an additional pay point limited to a specific role profile. Advancement to this pay point is based on accountability, proficiency and performance.

Remote Area Nurse

Located at a designated remote service centre, in addition to the duties of Level 2 an employee at this level is required to perform duties that may include but are not limited to:

- Providing emergency and non-emergency nursing care.

- Collaborate with medical services to develop appropriate nursing care to complex client problems.
- Management of human, financial and material resources where required.

Primary Remote Area Nurse

In addition to tasks outlined for Remote Area Nurse, other duties include but are not limited to:

- Providing emergency and non-emergency nursing care;
- Leading and managing both staff and financial resources at remote Health Centre;
- Planning and developing strategies for effective service delivery;
- Collaborate with medical services to develop appropriate nursing care to complex client problems.

Nurse Practitioner

A licensed nurse practitioner's duties include but are not limited to:

- Advanced level triage and appropriate comprehensive health;
- Monitor, evaluate and review clinical responses to ensure standards are met and maintained and best practice clinical care is provided;
- Assume responsibilities that broaden the advancement of clinical practice, including clinical research;
- Provide an emergency response to clients/patients;
- The direct referral of clients to other health care professionals;
- Prescribing medications and ordering diagnostic investigations.

Clinical Nurse Manager

A position of Clinical Nurse Manager incorporates both a clinical and management emphasis within the scope of the role. The duties may include, but are not limited to:

- Providing leadership and role modelling within the emphases and scope of the role;
- Providing a clinical/professional consultancy or direct care to select or broad groups of clients within a practice setting;
- Building and maintaining relationships and networks with internal and external parties to promote Silver Chain's services and create partnerships for the achievement of delegated program objectives;
- Participating in project groups and research to support continuous improvement and innovation;
- Promoting, developing and implementing standards and/or policies within a quality environment;
- Recommending, supporting and managing the implementation of new or changed clinical practices and initiatives to ensure successful client outcomes;
- The selection, recruitment, management and appraisal of nursing staff;
- Assessing, planning, implementing and evaluating clinical, management, research or education programs/interventions relevant to role/client base;
- Managing human and material resources including financial matters and cost;
- Developing and co-ordinating nursing and/or multi-disciplinary service and/or practice teams;
- Leading best care through demonstrated application of NSHQS and quality improvement activities to improve clinical outcomes;
- Identifying and managing anticipated resistance and risk to change; and
- Providing relief and/or proxying for the Director Clinical Operations, as required.

1.4 Classification Descriptions – Enrolled Nurses

Level 1 means an Enrolled Nurse registered and in their first year of employment.

Level 2 means an Enrolled Nurse with at least one years' experience and satisfactory performance.

Level 3 means an Enrolled Nurse with at least two years' experience and satisfactory performance.

Level 4 means an Enrolled Nurse with at least three years' experience and satisfactory performance.

Level 5 means an Enrolled Nurse with at least four years' experience and satisfactory performance.

Advanced Skills EN means an Enrolled Nurse who has:

- Completed at least 4 years of clinical experience in community care, and
 - Practices using specialised or more comprehensive knowledge and skills. This may include provision of care to individuals and groups with complex needs and with a greater degree of indirect registered nurse supervision.
 - Co-ordinates delegated activities of other staff under the guidance and direction of the registered nurse.
 - Actively engaged in ongoing learning and collaboration with others in education or research as a basis for practice.
- Demonstrated the ability to work in a multidisciplinary setting.
- Obtained division specific additional competencies relevant to the workplace or specialty at this level.

Specialist EN means an Enrolled Nurse who has completed at least 5 years clinical experience and works in a specialised area and:

- Obtained a recognised post graduate qualification relevant to their area of clinical practice; or
- Demonstrated competence relevant to the specialty at an advance level (where no post-graduate qualifications are presently available).

IN THE FAIR WORK COMMISSION

FWC Matter No.:
AG2024/4387

Applicant:
Silver Chain Group Limited

Section 185 – Application for approval of a single enterprise agreement

Undertaking – Section 190

I, Melinda Smit, Director, People and Culture, have the authority given to me by Silver Chain Group Limited to give the following undertakings with respect to the *Silver Chain Group Limited Registered and Enrolled Nurses' Enterprise Agreement 2023* ("the Agreement"):

1. Silverchain undertakes to provide all employees who would have otherwise been required to work and who are experiencing domestic or family violence and who reasonably require leave to deal with the impact of that violence, access to 10 days Paid Family and Domestic Violence Leave in lieu of clause 33.3.
2. The following rates will be paid instead of the rates set out in clause 11.5:
\$16.20 from the first pay period on or after 1 July 2024; and
\$16.85 from the first pay period on or after 1 July 2025.
3. The following rates will be paid instead of the rates set out in clause 11.6
\$14.60 from the first pay period on or after 1 July 2024; and
\$15.18 from the first pay period on or after 1 July 2025.
4. Silverchain undertakes to not exercise the rights provided in clause 24.17 (Excessive Annual Leave) of the Agreement unless the employee has at least 10 weeks of accrued annual leave or 12 weeks of accrued annual leave if they are a shiftworker.
5. Silverchain undertakes that where a decision is taken to close all or part of its business, it will allow employees under clause 24.22 of the Agreement to choose to take their paid accrued annual leave, annual leave in advance of accrual – as permitted by its policy on leave in advance, leave without pay, or another leave type available to them.
6. Silverchain undertakes that clause 28A – Workplace delegates' rights of the Nurses Award 2020 is taken to be a term of the Agreement.
7. Silverchain undertakes that clause 13A – Employee right to disconnect of the Nurses Award 2020 is taken to be a term of the Agreement.

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



Signature

19 December 2024

Date