



# DECISION

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

**Ramsay Health Care Australia Pty Limited Trading AS Ramsay Health Care**  
(AG2025/1233)

## **RAMSAY HEALTH CARE NEW SOUTH WALES NURSES AND MIDWIVES ENTERPRISE AGREEMENT 2023-2026**

Health and welfare services

DEPUTY PRESIDENT GRAYSON

SYDNEY, 26 MAY 2025

*Application for approval of the Ramsay Health Care New South Wales and Midwives Enterprise Agreement 2023-2026*

### **Introduction**

[1] Ramsay Health Care Australia Pty Limited Trading as Ramsay Health Care (the Employer) has made an application for approval of an enterprise agreement known as the *Ramsay Health Care New South Wales Nurses and Midwives Enterprise Agreement 2023-2026* (the Agreement) pursuant to s.185 of the *Fair Work Act 2009* (the Act). The Agreement is a single enterprise agreement.

### **Transitional arrangements under the Secure Jobs, Better Pay amendment**

[2] The *Fair Work Legislation Amendment (Secure Jobs, Better Pay) Act 2022* (Cth) (Amending Act) made a number of changes to enterprise agreement approval processes in Part 2-4 of the Act, that commenced operation on 6 June 2023. The notification time for the Agreement under s.173(2) was 13 March 2024 and the Agreement was made on 11 April 2025. Accordingly, both the *genuine agreement* and the *better off overall test* requirements are those applying on and from 6 June 2023.

### **Better Off Overall Test (BOOT) Issues**

[3] The Commission wrote to the parties seeking responses to better off overall test (BOOT) concerns in relation to the Agreement.

[4] I have had regard to the submissions of the Employer in considering whether the Agreement passes the BOOT. It is on the basis of the acceptance of the submissions that I consider these BOOT concerns to be satisfied.

### **Section 190 Undertakings**

[5] The employer has also 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.

### **Section 186, 187, 188 and 190**

[6] Subject to the undertakings referred to above, and having had regard to the Statement of Principles on Genuine Agreement, 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.

### **Section 183 Bargaining Representatives**

[7] The Australian Nursing and Midwifery Federation (ANMF) being a bargaining representative for the Agreement, has given notice under s.183 of the Act that it wants the Agreement to cover it.

[8] In accordance with s.201(2), I note that the Agreement covers the ANMF.

### **Approval**

[9] The Agreement is approved and, in accordance with s.54 of the Act, will operate from 2 June 2025. The nominal expiry date of the Agreement is 30 June 2026.

### **Variation**

[10] Section 218A of the Act allows the Commission to correct or amend obvious errors, defects, or irregularities (whether in substance or form). Its evident purpose is to remove complexity associated with varying enterprise agreements in certain limited circumstances.

[11] It is significant in understanding the context of s.218A that the Commission can vary an agreement on application by an employer covered by the agreement (s218A(2)(b)(i)). The power to vary an agreement under s.218A is not unlike the slip rule provisions in s.602. An agreement can be varied under s.218A to the extent necessary to remove the error, defect or irregularity – and no further.

[12] Relevantly, the Commission identified that clause 33.3 (d) of the Agreement makes reference to the span of ordinary hours of work in clause 35.1. Clause 35.1 did not contain a span of ordinary hours of work. The Employer has also identified other cross-referencing issues in the Agreement at clauses 19.6, and 42.3(e). The Employer applied to have the Commission vary the Agreement to correct these errors.

[13] I am satisfied that the errors listed in [12] above are errors, defects or irregularities within the meaning of s.218A(1) of the Act. I am content to vary the Agreement on my own initiative to rectify this error (PR787651). The variation will operate from the date that the Agreement commences.

[14] The Agreement attached to this Decision is the Agreement as varied and will operate from 2 June 2025.



DEPUTY PRESIDENT

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<AE529153 PR787650>

**ANNEXURE A**

**IN THE FAIR WORK COMMISSION**

**FWC Matter No.: AG2025/1233**

**Applicant: RAMSAY HEALTH CARE AUSTRALIA PTY LIMITED**

Section 185 – Application for approval of a single enterprise agreement

**Undertaking - Section 190**

I, Peter Ryan, Director ER & Policy, for Ramsay Health Care Australia Pty Limited, give the following undertakings with respect to the Ramsay Health Care New South Wales Nurses and Midwives Enterprise Agreement 2023-2026 ("the Agreement"):

1. I have the authority given to me by Ramsay Health Care Australia Pty Limited, and BDS Operator Pty Limited to provide this undertaking in relation to the application before the Fair Work Commission.
2. Clause 47.17 of the Agreement is amended to read as follows:

**47.17 Ramsay Purchased Leave Program**

Employees may participate in the Ramsay Purchased Leave Program to access an additional 1, 2, 3 or 4 weeks annual leave (Purchased Leave) per year and receive proportionately less pay each pay period throughout the year.

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



*Signature*

26 May 2025

*Date*



# ORDER

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

**Ramsay Health Care Australia Pty Limited Trading AS Ramsay Health Care**  
(AG2025/1233)

**RAMSAY HEALTH CARE NEW SOUTH WALES NURSES AND MIDWIVES ENTERPRISE AGREEMENT 2023-2026**  
(ODN AG2025/1233) [AE529153]

Health and welfare services

DEPUTY PRESIDENT GRAYSON

SYDNEY, 26 MAY 2025

*Variation to the Ramsay Health Care New South Wales and Midwives Enterprise Agreement 2023-2026*

[1] Further to my decision in [2025] FWCA 1761, I order that the *Ramsay Health Care New South Wales and Midwives Enterprise Agreement 2023-2026* be varied as follows:

A. Delete Clause 19.6 and replace with the following Clause 19.6:

‘Ramsay may give notice of termination to an Employee (other than a Casual Employee) in writing. Notice by Ramsay shall be in accordance with the table in clause 19.3 above. Where an Employee is over 45 years of age and has more than two years of continuous service at the time notice is given, the Employee shall be entitled to an additional 1 week of notice or payment in lieu.’

B. Delete Clause 33.3(d) and replace with the following Clause 33.3(d):

‘outside the span of ordinary hours of work in 29.1, except where the time worked is ordinary hours on shiftwork.’

C. Delete Clause 42.3(e) and replace with the following Clause 42.3(e):

‘Despite clauses 42.3 (a) to 42.3 (d) Casual AINs and Nurses (Pre-Registration Training) will be entitled to the following loadings on weekends and public holidays:’



DEPUTY PRESIDENT

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**RAMSAY HEALTH CARE NEW SOUTH WALES**  
**NURSES AND MIDWIVES**  
**ENTERPRISE AGREEMENT 2023-2026**

**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.**

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## PART 1 – DETAILS OF THE AGREEMENT

### 1. Title

This Agreement will be known as the Ramsay Health Care New South Wales Nurses and Midwives Enterprise Agreement 2023-2026 (**Agreement**).

### 2. When the Agreement applies and who it covers

2.1 The Agreement shall commence operating 7 days after the date it is approved by the Fair Work Commission (**FWC**) and shall remain in force until 30 June 2026. After this period, the Agreement shall continue until it is terminated or replaced by a new enterprise agreement.

2.2 This Agreement shall apply to and cover:

- (a) Ramsay Health Care Australia Pty Limited and BDS Operator Pty Ltd (**Ramsay**, or the **Employer**);
- (b) the Australian Nursing and Midwifery Federation New South Wales Branch (**ANMF NSW or Union**), provided that notice is given to the FWC in accordance with the Act; and
- (c) Employees of Ramsay in New South Wales employed in a classification in this Agreement (as set out in Appendix A) and employed at a Ramsay NSW Health Facility (**Employee(s)**).

2.3 A Ramsay NSW Health Facility is a facility that is part of Ramsay Health Care and that falls within the meaning of a “private health facility” as defined in s.4 of the *Private Health Facilities Act 2007* (NSW). Appendix D contains a list of Ramsay NSW Health Facilities, current at the time of making this Agreement.

### 3. Effect of this Agreement

3.1 This Agreement replaces the Ramsay Health Care Australia Pty Limited and NSW Nurses & Midwives’ Association and ANMF NSW Branch Enterprise Agreement 2021-2023. This Agreement operates to the exclusion of the Award and any other industrial instrument.

3.2 The Agreement will be read and interpreted in conjunction with the NES. Where there is an inconsistency between this Agreement and the NES, and the NES provides a greater benefit, the NES provision will apply to the extent of the inconsistency.

3.3 No Employee shall have their rate of pay reduced as a result of the commencement of this Agreement.

### 4. Posting of Agreement and the NES

A copy of this Agreement shall be made available for Employees to read and shall be easily accessible at the facility and /or on the Ramsay intranet. Ramsay shall also provide a link to the NES on the Ramsay intranet for Employees to access.

### 5. Commitment to Review and Negotiation of Further Agreement

5.1 Ramsay’s preference is that the rates of pay in this Agreement remain competitive with the NSW public sector. Ramsay will review the rates of pay in this Agreement in the event that they become uncompetitive.

5.2 This Agreement's nominal expiry date is 30 June 2026. A new enterprise agreement may be negotiated to apply from 1 July 2026. All parties agree to commence negotiations for a new agreement 6 months before the expiration of this Agreement.

## 6. Definitions

6.1 Terms in this Agreement that are capitalised obtain their meaning in the context of the Agreement, or as defined in this clause.

6.2 A reference in this Agreement to a clause, is a reference to the clause number in this Agreement unless otherwise stated.

6.3 For the purpose of the Agreement the following definitions shall apply:

**Act** means the *Fair Work Act 2009* (Cth) and including any amendment to or replacement of that Act;

**Award** means the Nurses Award 2020;

**Casual Employee** means an Employee of Ramsay whose employment is consistent with the meaning of 'casual employee' in the *Fair Work Act 2009* (Cth), including that the Employee has no firm advance commitment of continuing or regular work and is paid a casual loading in lieu of paid leave entitlement under the NES;

**Casual Loading** means the 25% casual loading on the Ordinary Rate payable to casual Employees as set out in clause 15.3;

**Continuity of Service:** service will be considered continuous if the break of service, when transferring employment between two Ramsay NSW Health Facilities is 3 months or less.

**Employee** means an Employee of Ramsay within the meaning of clause 2.2(c) of the Agreement;

**FWC** means the Fair Work Commission;

**Health Facility** means a Ramsay NSW Health Facility described in clause 2.3, and listed in Appendix D;

**NES** means the National Employment Standards in the Act;

**Ordinary Rate** means the base hourly rate of pay for an Employee's classification in this Agreement, excluding any penalty rate, allowance or loading;

**Overtime** means as defined in clauses 33.1, 33.3 and 33.4 of the Agreement;

**7 day shift worker** means an Employee who is regularly rostered for duty over 7 days of the week Monday – Sunday and whose ordinary hours of work regularly include weekends. For the purpose of the NES, a shift worker is a 7 day shift worker as defined in this clause.

6.4 Advanced Enrolled Nurse

Means a person enrolled by the Board as such, who holds an Advanced Diploma of Nursing, has specialist skills and experience in a particular field, who is utilising those specialist skills in their role and who satisfies the local criteria, or such other experience or qualifications deemed acceptable by the Employer. Local criteria will be established by each Health Facility.

6.5 Assistant Director of Nursing/Midwifery/Clinical Services

A person appointed as such in a Health Facility; or

A person appointed to be a registered nurse in charge of all theatres in a Health Facility or day surgery facility having four or more major theatres in regular use; or

A person appointed as such to a position approved by the Employer including persons appointed to be in charge of the administration of a group of wards or department of a Health Facility or day surgery facility.

6.6 Board

Means the Nursing and Midwifery Board of Australia and is the statutory authority responsible for registration of nurses and midwives within NSW. Any reference to the Australian Health Practitioner Regulation Agency (AHPRA) shall be taken to mean the Board.

6.7 Assistant in Nursing/Midwifery/Nursing Assistant

Means a person, other than a registered nurse, student nurse or enrolled nurse, who is employed in nursing/midwifery duties in a Health Facility or day surgery facility who is under the direct supervision and direction of a registered nurse. Such Employees will not carry their own patient load and will only provide care that is appropriate to their training, including but not limited to manual handling and activities of daily living.

Employees employed as an Assistant in Nursing/Midwifery/Nursing Assistant who have a recognised Certificate III which is relevant to the acute care setting will be paid at the AIN thereafter level after the Employee has provided appropriate evidence of the qualification.

6.8 Clinical Nurse/Midwifery Consultant

Means a registered nurse or midwife appointed as such to the position, who has had at least five years post-basic registration experience and in addition, who has approved post-basic nursing/midwifery qualifications relevant to the field in which they are appointed, or such other qualifications or experience deemed appropriate by the Employer.

6.9 Clinical Nurse/Midwifery Educator

Means a registered nurse or midwife with relevant post registration certificate qualifications or experience deemed appropriate by the Employer, who is required to implement and evaluate educational programmes at the ward/unit level. The Clinical Nurse/Midwifery Educator shall be responsible for the delivery of clinical nurse/midwifery education in the ward/unit level only.

A nurse will achieve Clinical Nurse/Midwifery Educator status on a personal basis by being required by the Employer to provide the educational programmes detailed above.

Nothing in this clause shall affect the role carried out by the Clinical Nurse/Midwifery Specialist as a specialist resource and the Clinical Nurse/Midwifery Consultant in the primary role of clinical consulting, researching etc.

6.10 Clinical Nurse/Midwifery Specialist

Means a registered nurse or midwife with relevant post-basic qualifications and 12 months' experience working in the clinical area of the Employee's specified post-basic qualification, or a minimum of four years' post-basic registration experience, including three years' experience in the

relevant specialist field and who satisfies the local criteria.

6.11 Director of Nursing/Clinical Services

Means a Registered Nurse or Midwife appointed by the Employer to be in charge of the clinical operations of a Health Facility and who has the role of the Director of Nursing as defined by the *Private Health Facilities Act 2007*. There shall be only one person in each facility entitled to be classified as Director of Nursing or whatever title the Senior Nursing Administrator is known by at an individual facility.

Clauses 42 – Shift Loadings, 43 – Overtime Rates, and 44 – Allowances, do not apply to a Director of Nursing/Clinical Services.

6.12 Enrolled Nurse

Means a person registered with the Board as an Enrolled Nurse. An Enrolled Nurse was previously known as Endorsed Enrolled Nurse.

6.13 Enrolled Nurse – Mothercraft Nurse

Means a person who had been granted enrolment as an Enrolled Nurse on List B of the Roll of Nurses (Mothercraft) under s.28 of the *Nurses and Midwives Act 1991 (NSW)* and who subsequently registered with the Nursing and Midwifery Board of Australia as an ‘Enrolled Nurse’, on the Register of Nurses with a standard condition ‘May practice only in the area of mothercraft nursing’ and no notation; or a person with an equivalent qualification and role.

6.14 Enrolled Nurse without Medication Qualification

Means a person registered by the Board as an Enrolled Nurse with the notation “does not hold a Board approved qualification in medicines administration”.

6.15 Experience

In relation to an Enrolled Nurse, or Assistant in Nursing/Midwifery means experience before and/or after the commencement of this Agreement that counts as Service, and, in the case of an Enrolled Nurse or Assistant in Nursing/Midwifery who was formerly a student nurse, includes experience as a student nurse.

For the purpose of determining the year of experience for full time, part time or casual Employees a year of experience shall be 1976 hours of employment.

6.16 Nurse/Midwifery Educator

Means a registered nurse or midwife with a post registration certificate, who has relevant experience or other qualifications, deemed appropriate by the Employer who is appointed to a position of Nurse/Midwifery Educator.

A Nurse/Midwifery Educator shall be responsible for the development, implementation and delivery of nursing education programmes within a Health Facility or group of Health Facilities. Nurse education programmes shall mean courses conducted such as post registration certificates, continuing nurse education, new graduate orientation, post registration enrolled nurses courses and where applicable general staff development courses.

A person appointed to a position of Nurse/Midwifery Educator who holds relevant a tertiary qualification in education or tertiary postgraduate specialist clinical nursing/midwifery qualifications

shall commence on the 3rd year rate of the salary scale.

A person appointed as the sole Nurse/Midwifery Educator for a Health Facility or group of Health Facility shall be paid at the 3rd year rate of the salary scale.

Incremental progression for Nurse/Midwifery Educators shall be on completion of 12 months' satisfactory service, provided that progression shall not be beyond the 3rd year rate unless the person possesses the qualifications detailed in the two previous paragraphs. Persons appointed to the 3rd year rate by virtue of paragraphs 3 and 4 above shall progress to the 4th year rate after completion of 12 months' satisfactory full time service.

#### 6.17 Nursing/Midwifery Unit Manager

Means a registered nurse or midwife in charge of a ward or unit or group of wards or units in a Health Facility and shall include:

(a) "Nursing/Midwifery Unit Manager Level 1" whose responsibilities include:

(i) Co-ordination of Patient Services

- Liaison with all health care disciplines for the provision of services to meet patient needs.
- The orchestration of services to meet patient needs after discharge.
- Monitoring catering and transport services.

(ii) Unit Management

- Implementation of facility policy.
- Dissemination of information to all personnel.
- Ensuring environmental safety.
- Monitoring the use and maintenance of equipment.
- Monitoring the supply and use of stock and supplies.
- Monitoring cleaning services.

(iii) Nursing Staff Management

- Direction, co-ordination and supervision of nursing activities.
- Training, appraisal and counselling of nursing staff.
- Rostering and/or allocation of nursing staff.
- Development and/or implementation of new nursing practice according to patient need.

(b) "Nursing/Midwifery Unit Manager Level 2" whose responsibilities in relation to patient services, ward or unit management and staff management are in excess of those of a Nursing/Midwifery Unit Manager Level 1.

(c) "Nursing/Midwifery Unit Manager Level 3" whose responsibilities in relation to patient services ward or unit management and staff are in excess of those of a Nursing/Midwifery Unit Manager Level 2.

6.18 Nurse / Midwife Practitioner

A Nurse/Midwife Practitioner means a Registered Nurse or Midwife who has obtained an additional qualification and become licensed as a Nurse/Midwife Practitioner, and who has been appointed to a position of Nurse/Midwife Practitioner.

6.19 Registered Nurse/ Registered Midwife

Means a person registered by the Board as a Registered Nurse and/or Registered Midwife.

6.20 Senior Nurse/Midwifery Educator

Means a Registered Nurse with a post registration certificate or appropriate qualifications, who has, or is working towards, recognised tertiary qualifications in education or equivalent and has demonstrated experience and skills in the field of education in the position of Senior Nurse/Midwifery Educator.

A Senior Nurse/Midwifery Educator shall be responsible for one or more Nurse/Midwifery Educators in the planning, co-ordination, delivery, and evaluation of educational programmes such as post registration certificate courses, continuing nurse/midwifery education, new graduate orientation, post registration enrolled nurses courses and where applicable general staff development courses either on a Health Facility or group of Health Facilities basis.

Incremental progression shall be on completion of 12 months' satisfactory service.

6.21 Service

For the purpose of clause 39 – Recognition of Previous Service and Experience, service means experience working in a relevant nursing or midwifery role before or after the commencement of this Agreement in New South Wales or elsewhere, as recognised by the Australian Nursing and Midwifery Accreditation Council.

Any periods from January 1971 during which a Registered Nurse undertook a post-basic course whilst an Employee of and rendering service in an institution or Health Facility will also be counted as service provided that the course is recognised by the Board or is one of the following certificate or diploma courses:

- (a) Associate Diploma in Community Health - College of Nursing, Australia; NSW College of Nursing.
- (b) Associate Diploma in Nursing Administration - College of Nursing, Australia; NSW College of Nursing.
- (c) Associate Diploma in Nursing Education - College of Nursing, Australia; NSW College of Nursing; Newcastle College of Advanced Education.
- (d) Certificate in Operating Theatre Management - NSW College of Nursing, Australia. Certificate in Operating Theatre Technique - College of Nursing, Australia.
- (e) Certificate in Coronary Care - NSW College of Nursing. Certificate in Orthopaedic Nursing - NSW College of Nursing. Certificate in Ward Management - NSW College of Nursing.
- (f) Midwife Tutor Diploma - College of Nursing, Australia, or Central Midwives Board, London.
- (g) Occupational Health Nursing Certificate - NSW College of Nursing.

Provided that no more than three such courses shall count as service for any Employee.

A reference to the New South Wales College of Nursing in this Agreement shall also be deemed to be a reference to the School of Nursing Studies, Cumberland College of Health Sciences.

For the purpose of determining the year of service for full-time, part-time or casual employment a year of service shall be 1976 hours of employment.

## PART 2 – CONSULTATION, DISPUTE RESOLUTION, etc.

### 7. Dispute Resolution

- 7.1 If a grievance or dispute relates to the terms and conditions of employment of an employee or group of employees, or a matter arising under the Agreement or the NES, this term sets out procedures to settle the grievance or dispute. A dispute under this clause can be notified by any person covered by the Agreement and who is impacted by the matter(s) in dispute.
- 7.2 An Employee who is a party to the dispute may appoint a representative for the purposes of the procedures in this term, which may include the Union.
- 7.3 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.
- 7.4 As soon as practicable after the dispute arises, the Employee(s) or their representative(s) shall present the dispute to their immediate supervisor for joint consideration and resolution. The supervisor shall respond as soon as is practicable. Where the dispute involves actions of the immediate supervisor the Employee(s) may proceed directly to the next step in the procedure.
- 7.5 Where the dispute cannot be resolved with the immediate supervisor, the Employee(s) or their representative(s) shall refer their dispute to the next level of management for joint consideration and resolution. The manager shall respond within 24 hours or as soon as is practicable. Where the dispute involves actions of the manager the Employee(s) may proceed directly to the next step in the procedure.
- 7.6 Where the dispute cannot be resolved by the manager, the Employee(s) or their representative(s) shall refer the dispute to a senior manager, or that manager's nominated representative (which may be a workplace relations or human resource representative), for joint consideration and resolution. The manager shall respond within 24 hours or as soon as is practicable. Where the matter is not resolved either party may proceed to the next step in the procedure.
- 7.7 If there is still no resolution a party to the dispute may refer the matter to FWC. The FWC may deal with the dispute in 2 stages:
- (a) the FWC will first attempt to resolve the dispute as it considers appropriate, including by mediation, conciliation, expressing an opinion or making a recommendation; and
  - (b) if the FWC is unable to resolve the dispute at the first stage, the FWC may arbitrate the dispute or make a determination that is binding on the parties.
  - (c) If FWC arbitrates the dispute, it may also use the powers that are available to it under the Act. A decision that FWC makes when arbitrating a dispute is a decision for the purpose of Div 3 of Part 5.1 of the Act. Therefore, an appeal may be made against the decision.
- 7.8 While the parties are trying to resolve the dispute using the procedures in this term:
- (a) 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;
  - (b) an Employee who performs their work as normal does so without prejudice to the resolution of the dispute; and
  - (c) 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:

- (i) the work is not safe; or
- (ii) applicable occupational health and safety legislation would not permit the work to be performed; or
- (iii) the work is not appropriate for the Employee to perform; or
- (iv) there are other reasonable grounds for the Employee to refuse to comply with the direction.

7.9 The parties to the dispute agree to be bound by a decision made by the FWC in accordance with this term, subject to any appeal process in the Act.

## **8. Flexibility Arrangements**

8.1 An Employee and Ramsay may agree to make an individual flexibility arrangement to vary the effect of terms of this Agreement if:

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

8.2 Ramsay must ensure that the terms of the individual flexibility arrangement:

- (a) are about permitted matters under section 172 of the Act ; and
- (b) are not unlawful terms under section 194 of the Act; and
- (c) result in the Employee being better off overall than the Employee would be if no arrangement was made.

8.3 Ramsay must ensure that the individual flexibility arrangement:

- (a) is in writing; and
- (b) includes the name of the Employee and Ramsay; and
- (c) is signed by Ramsay and the Employee, and if the Employee is under 18 years of age, signed by a parent or guardian of the Employee; and
- (d) includes details of:

- (i) the terms of this Agreement that will be varied by the arrangement; and
- (ii) how the arrangement will vary the effect of the terms; and
- (iii) how the Employee will be better off overall in relation to the terms and conditions of his or her employment as a result of the arrangement; and

(e) states the day on which the arrangement commences.

8.4 Ramsay must give the Employee a copy of the individual flexibility arrangement within 14 days after it is agreed to.

8.5 Ramsay or the Employee may terminate the individual flexibility arrangement:

- (a) by giving no more than 28 days written notice to the other party to the arrangement; or
- (b) if Ramsay and the Employee agree in writing--at any time.

## **9. Consultation**

9.1 Where Ramsay 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 Employees:

- (a) Ramsay must notify the Relevant Employees of the decision to introduce the major change.
- (b) As soon as practicable after making its decision, Ramsay must:
  - (i) discuss with the Relevant Employees the introduction of the change, the effect the change is likely to have on the Relevant Employees and measures Ramsay is taking to avert or mitigate the adverse effect of the change on the Relevant Employees; and
  - (ii) for the purposes of the discussion, provide to the Relevant Employees in writing all relevant information about the change (including the nature of the change proposed), information about the expected effects of the change on the Relevant Employees and any other matters likely to affect the Relevant Employees.
- (c) Ramsay must give prompt and genuine consideration to matters raised about the major change by the Relevant Employees.

9.2 A Relevant Employee may appoint a representative for the purpose of the procedure in this clause. If one or more Relevant Employees appoint a representative for the purpose of consultation and advise Ramsay of the identity of the representative, Ramsay must recognise the representative, and provide the representative with the same information as is to be provided to the Relevant Employee.

9.3 For the purpose of clause 9.1, a major change is 'likely to have a significant effect on Employees' if it results in the likelihood of and/or termination of the employment of Employees, major change to the composition, operation or size of Ramsay' workforce or to the skills required of Employees, the elimination or diminution of job opportunities (including opportunities for promotion or tenure), the alteration of hours of work, the need to retrain Employees, the need to relocate Employees to another workplace or another position, the restructuring of jobs or roles, or if there is an intention by Ramsay to introduce paid parking, but does not include where a term in this Agreement provides for a major change.

- 9.4 Where Ramsay proposes to introduce a change to the regular roster or ordinary hours of work of Employees:
- (a) Ramsay must notify the Relevant Employees of the proposed change.
  - (b) As soon as practicable after proposing to introduce the change, Ramsay must:
    - (i) discuss with the Relevant Employees the introduction of the change;
    - (ii) for the purposes of the discussion, provide to the Relevant Employees all relevant information about the change (including the nature of the change proposed), information about what Ramsay reasonably believes will be the effects of the change on the Relevant Employees and information about any other matters that Ramsay reasonably believes are likely to affect the Relevant Employees; and
    - (iii) 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).
  - (c) Ramsay must give prompt and genuine consideration to matters raised about the change by the Relevant Employees.
  - (d) Any changes to contracted hours of work resulting from this consultation process will only be made where the Employer and the Employee agree to the change in writing.
- 9.5 In this clause, 'Relevant Employees' means Employees affected by a definite decision in clause 9.1 or proposed change in clause 9.4.
- 9.6 Nothing in this clause requires Ramsay to disclose confidential or commercially sensitive information to the Relevant Employees.
- 9.7 Where the Employer has decided to introduce a major change that is likely to have a significant effect on Employees, the Employer shall notify the Union and hold discussions with the Union. For the purposes of these discussions, the Employer will provide all relevant information about the proposed major change including the reasons for the major change and the number and categories of Employees likely to be affected. However, the Employer is not required to disclose confidential or commercially sensitive information to the Union.

## **10. Disciplinary Process**

- 10.1 This term specifies the procedure to be followed where Ramsay decides to commence a disciplinary process in relation to an Employee. A disciplinary process is where an outcome may include a warning or other disciplinary action up to or including a dismissal in a serious matter. This term does not apply where Ramsay decides to commence some other process such as, but not limited to counselling, an investigation or performance management.
- 10.2 Ramsay shall inform the affected Employee if it decides to commence a disciplinary process. The Employee shall have the right to appoint a support person, which can be a Union representative or other person, at any stage in the disciplinary process. It is the responsibility of the Employee to organise the support person's attendance at any disciplinary meeting.
- 10.3 Ramsay may decide to commence a disciplinary process where the concern is that the performance or conduct of an Employee has put at risk the safety or rights of other Employees or persons at the Health Facility, is impacting the efficient and productive operation of any part of the Health Facility, is contrary to a Ramsay Policy or law, or amounts to serious misconduct by the Employee.

- 10.4 Ramsay will ensure that any disciplinary process is conducted in a timely, objective and fair manner in accordance with the principles of natural justice, including the opportunity for an Employee to respond to any allegations against them.
- 10.5 Employees have the right to be provided with the details of any complaint made against them and have the right of reply before any decision will be made.
- 10.6 A disciplinary process may result in a disciplinary action being taken by Ramsay against an Employee, or other outcome that does not involve disciplinary action. Where the outcome is a disciplinary action it may involve:
- |         |                               |            |
|---------|-------------------------------|------------|
| Stage 1 | Counselling                   | (Informal) |
| Stage 2 | First Formal Warning          | (Written)  |
| Stage 3 | Final (Second) Formal Warning | (Written)  |
| Stage 4 | Dismissal                     | (Written)  |
- 10.7 A formal warning will be provided to the Employee in writing.
- 10.8 In a case where serious misconduct is found to have taken place, an Employee may be summarily dismissed without any requirement for Ramsay to first take any other disciplinary action.

**11. Discrimination, Bullying and Harassment**

- 11.1 Ramsay is committed to providing a working environment free of discrimination, bullying, and harassment.
- 11.2 This means that in accordance with Federal and NSW laws that prohibit unlawful discrimination, bullying and harassment in the workplace, Ramsay will not take adverse action against an employee or prospective employee on the basis of sex, disability, race, colour, sexual preference, age, physical or mental disability, marital status, family or carer’s responsibilities, pregnancy, breastfeeding, religion, political opinion or affiliation, national extraction, social origin, criminal record or trade union activity.
- 11.3 Discrimination, harassment or victimisation on the basis of the above attributes is against the law and will not be tolerated by Ramsay, the Employees or the Union.
- 11.4 Ramsay policies are one measure taken by Ramsay to ensure that all Employees understand their obligations and can take steps to eliminate and prevent unlawful discrimination, harassment, victimisation and bullying at the workplace.
- 11.5 All Employees are responsible for their own behaviour and are required to comply with Ramsay’s policies in relation to unlawful discrimination, harassment, victimisation and workplace bullying.
- 11.6 Any reports of unlawful discrimination, harassment, victimisation or bullying will be treated seriously and investigated promptly and may be subject to a disciplinary procedure in accordance with clause 10 of this Agreement and the relevant Ramsay policies.
- 11.7 These statements are included here because Ramsay, the Employees and the Union recognise the importance of complying with laws that aim to eliminate and prevent unlawful discrimination, harassment, victimisation and bullying in the workplace.

## PART 3 – EMPLOYMENT AT RAMSAY

### 12. Basis of Employment

- 12.1 Ramsay may engage an Employee on the basis of full-time employment or part-time employment or as a Casual Employee.
- 12.2 An Employee shall be informed of the basis of their employment in writing on or prior to the day the employment commences.

### 13. Full Time Employees

A full-time Employee shall work an average of 38 ordinary hours per week, in accordance with a roster and this Agreement.

### 14. Part Time Employees

- 14.1 A part-time Employee is an Employee contracted to work a guaranteed minimum number of ordinary hours of work, which is less than a full-time Employee, and who has reasonably predictable hours of work in accordance with a roster.
- 14.2 A part time Employee shall:
- (a) work ordinary hours in accordance with clause 29.9;
  - (b) be paid each pay cycle according to their hours worked in accordance with this Agreement;
  - (c) accrue any leave entitlement in this Agreement or the NES on a pro rata basis to a full time Employee;
  - (d) be entitled to the benefit of public holidays in accordance with clause 49 (Public Holidays);
  - (e) be entitled to any allowance described in this Agreement;
  - (f) progress to the next level in their classification following 1976 hours of experience worked by the Employee, where the classification has established levels; and
  - (g) shall not be eligible to accrue an Accrued Day Off (**ADO**) in accordance with clause 30.9.
- 14.3 The roster and/or agreed number of ordinary hours of a part-time Employee may be varied in accordance with clause 32 – Rosters. A permanent increase in the number of ordinary hours or shifts to be worked by a part time Employee each week or work cycle shall be by agreement only. Any variation will be recorded on the roster or otherwise in writing.
- 14.4 Part-time Employees shall have the right to request in writing an increase to their contracted hours once in each period of 26 weeks if the request is consistent with a higher average number of weekly hours being worked in that period compared to the Employees' minimum number of hours. Factors to be considered when such a request is made shall include the historical number and pattern of weekly hours worked by the Employee, the overall availability of the Employee for shifts, the variable activity patterns of Health Facility operations especially in regional areas and the needs of the business. All such requests may be approved at the discretion of the Employer. Such requests shall not be unreasonably refused.

## **15. Casual Employment**

- 15.1 Ramsay may engage an Employee as a Casual Employee.
- 15.2 A Casual Employee shall be engaged by the day and paid for each engagement at the Ordinary Rate for the Employee's classification plus the Casual Loading for each hour of work, except as otherwise provided in clause 42 - Shift Loadings and clause 43 – Overtime Rates.
- 15.3 The Casual Loading is 25% of the Ordinary Rate. The Casual Loading is paid in lieu of the Casual Employee having any entitlement to paid annual leave, paid personal/carer's leave, paid compassionate leave, payment for absence on a public holiday, payment in lieu of notice of termination, redundancy pay and other entitlements afforded to full-time or part-time Employees.
- 15.4 A Casual Employee is entitled to a minimum daily engagement of three (3) hours, or payment for this period if the engagement is shorter. Such minimum engagement will be paid where a shift is cancelled with less than 2 hours' notice.
- 15.5 Right to request casual conversion. Casual Employees have the right to request conversion to permanent employment in accordance with the Act.
- 15.6 The following provisions do not apply to Casual Employees: clause 16 – Probationary Period; clause 20 – Redundancy; clause 33 – Overtime; clause 32 – Rosters; clause 30.10 – Banking of Ordinary Hours; clause 44.9 – Allowances – Qualification Allowance; clause 47 – Annual Leave; clause 48 – Personal/Carer's Leave; clauses 49.1 - 49.5 – Public Holidays; clause 51 – Compassionate Leave; clause 54 – Study Leave.
- 15.7 A Casual Employee will be paid overtime rates for work in excess of:
- (a) 10 hours per day (exclusive of meal breaks), subject to clauses 29.4(c) and 30.8 which allow up to 12 hour shifts to be worked without the payment of overtime; or
  - (b) 76 hours in a fortnight.

## **16. Probationary Employment**

- 16.1 The first 6 months of employment for a full-time or part-time Employee will be on probation, during which either Ramsay or the Employee may terminate the employment by giving the other party 1 weeks' notice in writing, or pay in lieu of notice if given by Ramsay.
- 16.2 If the Employee gives less than 1 weeks' notice, then Ramsay may deduct from the Employee's wages on termination up to 1 weeks' pay, but not more than the amount of notice not given. If Ramsay agrees that the employment may end early and before the 1 weeks' notice is complete there shall be no deduction under this clause from the Employee's final pay.

## **17. Duties**

- 17.1 An Employee is required to perform all duties within their classification and scope of practice. The duties of the Employee's position may be set out in writing in a position description, and shall include any other incidental task that is reasonable in relation to the requirements of the position or tasks that are associated with a lower classification.
- 17.2 Ramsay may in addition direct the Employee to perform another position or to carry out duties as are within the limits of the Employee's skills, competence or training. An Employee shall comply with any reasonable request from the Employer to perform another position or to carry out duties within the limits of their skills, competence or training.

- 17.3 Where an Employee is directed to work at a level below their classification, the Employee's Ordinary Rate shall not be reduced.
- 17.4 An Employee may apply for and be appointed to a second position with Ramsay, or to perform extra shifts in a different position than the Employee's position at the same Health Facility or at a different Health Facility and if so, the Employee shall be paid at the classification rate that is appropriate to the second position (which may be a classification with a higher, lower or equivalent Ordinary Rate).
- 17.5 Where an Employee is required by Ramsay to perform higher duties they shall be paid at a higher rate as per clause 41 (Higher Duties).

## **18. Location**

- 18.1 On commencement of employment, Employees will be assigned to work at a Health Facility location (their primary site).
- 18.2 Ramsay may offer shifts, or request that an Employee work shift(s), at a location other than their primary site. Provided reasonable notice is given, being at least 24 hours' notice or less by agreement, the Employer may make this request:
- (a) where work is not available at the Employee's primary site to fulfil the Employee's contracted hours; or
  - (b) where the Employer has a requirement for appropriately qualified staff at a site other than the Employee's primary site.
- 18.3 Ramsay shall consider the Employee's personal circumstances including travelling time and family/caring responsibilities.
- 18.4 Subject to clause 18.6, where the Employer makes an offer for the Employee to work at a site other than their primary site, the Employer will be seen to have met the obligation to provide contracted hours. Where the Employee refuses the offer of work at a site other than their primary site, the Employer is not obliged to pay the Employee for contracted hours not worked.
- 18.5 Where an Employee is rostered for duty to a place other than the primary site, the Employee shall be paid for any travel time that is in addition to the usual expected time spent travelling from the Employee's residence to the primary site and return at the end of the day or shift (or for travel time in excess of 30 minutes, whichever is the lesser). In addition, Ramsay shall reimburse the Employee for any travel expense in excess of their usual expenses (either via the Travel Expenses and Motor Vehicle Allowance in clause 44.6 or public transport fares). Time spent travelling by an Employee from the primary site to another work location after the Employee has commenced work on a rostered shift at the primary site, or time spent travelling from another location to the primary site where the Employee finishes work on a shift, shall be regarded as time worked for all purposes.
- 18.6 The Employee may decline a request to work at a site more than 20 kilometres from their usual place of work or home; or where the Employee does not have the relevant skills or competencies to work in that specialty (theatre, ward or unit).

## **19. Notice of Termination**

- 19.1 This clause does not apply to Casual Employees, or when an Employee is on probation (see clause 16), or an Employee engaged on a fixed term basis or for a specified project or task where the employment terminates at the end of the period, project or task.
- 19.2 An Employee can give notice of their resignation by providing not less than 2 weeks' notice in writing

to Ramsay or the notice specified in their contract, whichever is the greater. Where an employee has less than one year of continuous service with Ramsay, they will give at least one week of notice of their resignation to Ramsay, or the notice period specified in their contract, whichever is the greater.

- 19.3 Ramsay can give notice in writing of termination of employment to an Employee, with the notice no less than:

<b>Period of continuous service with Ramsay on the day notice is given</b>	<b>Period of notice</b>
Not more than 1 year	1 week
More than 1 year but not more than 3 years	2 weeks
More than 3 years but not more than 5 years	3 weeks
More than 5 years	4 weeks

- 19.4 Where an Employee requests a shorter period of notice or that the notice period be waived, this may be granted at the discretion of the Employer.
- 19.5 If the Employee gives less than the required notice, then Ramsay may deduct from the Employee's wages on termination up to 1 weeks' pay. If Ramsay agrees that the employment may end early and before the required notice is complete there shall be no deduction under this clause from the Employee's final pay. An Employee is not entitled to payment for any part of a notice period not worked by the Employee, subject to any leave taken in accordance with this Agreement.
- 19.6 Ramsay may give notice of termination to an Employee (other than a Casual Employee) in writing. Notice by Ramsay shall be in accordance with the table in clause 19.3 above. Where an Employee is over 45 years of age and has more than two years of continuous service at the time notice is given, the Employee shall be entitled to an additional 1 week of notice or payment in lieu.
- 19.7 Ramsay may at its discretion make a payment in lieu of notice at, or at any time after notice of termination is given. Payment in lieu of notice will be calculated on the ordinary pay the Employee would have received in respect of the ordinary hours they would have worked during the notice period, plus any allowances, loadings or penalty rates that would have been payable on those ordinary hours had they been worked, and any other amounts payable under the Employee's contract of employment.
- 19.8 Ramsay may summarily dismiss an Employee in the event of serious misconduct and in that case, no notice of termination shall apply.
- 19.9 When employment is terminated by either party the Employer shall provide upon request a written statement of service, certifying the period of employment, the classification of the Employee and the type of work performed.
- 19.10 Following termination of employment, the Employee will return all Ramsay property (i.e. uniforms, keys, swipe-cards, computers, phones etc.) within 3 working days.
- 19.11 The Employee will receive their final pay as soon as practicable but no later than the usual pay day for the pay period during which the employment ends or within 3 working days of the termination of employment. The final payment on termination will include any accrued Annual Leave (in accordance with the NES), Additional Annual Leave, Annual Leave loading, ADOs not taken or hours banked in credit.
- 19.12 Annual leave cannot be taken within the period of notice of termination unless agreed to by both

parties.

19.13 Where Ramsay has given notice of termination to an Employee, the Employee is entitled to up to 1 days' time off without loss of pay during the notice period for the purposes of seeking other employment. The time off is to be taken at times that are convenient to the Employee after consultation with Ramsay.

## **20. Redundancy**

20.1 Redundancy is provided for in the NES. An Employee is entitled to be paid redundancy pay by the Employer if the Employee's employment is terminated:

- (a) at the Employer's initiative because the Employer no longer requires the job done by the Employee to be done by anyone, except where this is due to the ordinary and customary turnover of labour; or
- (b) because of the insolvency or bankruptcy of the Employer.

### 20.2 Consultation

- (a) Where redundancies are necessary Ramsay will consult with Employees in accordance with clause 9 (Consultation).
- (b) As soon as practicable after making its decision, the Employer will notify the relevant Employees and their representatives in writing of all relevant information relating to the change including:
  - (i) the reasons for the proposed terminations; and
  - (ii) the number and categories of Employees likely to be affected; and
  - (iii) the number of Employees normally employed; and
  - (iv) the period over which the terminations are likely to be carried out.
- (c) Ramsay will then hold discussions with relevant Employees and/or their representatives regarding all aspects of the change, including:
  - (i) the reasons for the proposed terminations;
  - (ii) measures taken to avoid or minimise the terminations; and
  - (iii) measures taken to avoid or minimise adverse effects on the Employees concerned.
- (d) Ramsay is not required to disclose confidential or commercially sensitive information to Employees.

### 20.3 Termination due to redundancy

Where operational requirements result in the redundancy of a position, and that redundancy will result in the termination of employment of the Employee in that position, the Employer shall give notice in accordance with clause 19 (Notice of Termination).

### 20.4 Transfer to lower paid duties

Where Ramsay has made a job redundant and this is not due to the ordinary and customary turnover

of labour and the Employee is offered and accepts a transfer to lower paid duties, the Employee will be entitled to the same minimum period of notice as if the Employee's employment had been terminated in accordance with clause 19 (Notice of Termination). Ramsay may make payment in lieu of the full notice period of the transfer to lower paid duties. The payment will be equal to at least the difference between the amount the Employee would have received at their former rate of pay and the amount the Employee will receive at their new lower rate of pay for the number of weeks of notice still owing. Payment due should be calculated to include:

- (a) payment for ordinary working hours;
- (b) allowances, loadings and penalties; and
- (c) any other amounts payable under the Employee's employment contract.

#### 20.5 Time off during notice period

- (a) Where Ramsay has given notice of redundancy the Employee is entitled to up to 1 day's time off without loss of pay during each week of notice for the purposes of seeking other employment. The time off is to be taken at times that are convenient to the Employee after consultation with Ramsay.
- (b) Where the Employee has been allowed paid leave for more than 1 day during the notice period for the purpose of seeking other employment, Ramsay can request evidence of attendance at an interview or the Employee will not receive payment for the time absent. A statutory declaration will be considered sufficient evidence.

#### 20.6 Employee leaving during notice

An Employee who is terminated due to redundancy may terminate their employment during the period of notice. The Employee is entitled to receive the benefits and payments they would have received under this clause 20 had they remained in employment until the expiry of the notice, but the Employee is not entitled to any payment in lieu of notice.

#### 20.7 Notice to Services Australia

Ramsay shall notify Services Australia in accordance with s.530 of the Act, where required.

#### 20.8 Redundancy Pay

- (a) In the event that the employment of an Employee (other than a Casual Employee) is terminated for reason of redundancy, then the Employee is entitled to be paid redundancy pay using the following table:

<b>Period of Continuous Service</b>	<b>Redundancy Pay (weeks) Aged 45 years or less</b>	<b>Redundancy Pay (weeks) Aged 46 and over</b>
Less than 1 year	0	0
At least 1 year, less than 2 years	4	5
At least 2 years, less than 3 years	7	8.75
At least 3 years, less than 4 years	10	12.5
At least 4 years, less than 5 years	12	15
At least 5 years, less than 6 years	14	17.5
At least 6 years and over	16	20

- (b) A week's pay shall be based on the average week's pay received by the Employee in the period prior to redundancy and equal to the number of weeks of redundancy pay (for example, if the

Employee is entitled to 7 weeks redundancy pay, their pay will be calculated on the average of their last 7 weeks' pay).

20.9 Alternative employment

Where the Employer obtains other acceptable employment for the Employee the Employer may apply to the FWC to amend or reduce the amount of redundancy pay.

20.10 Redundancy pay does not apply to Casual Employees, or where the employment terminates for any reason other than redundancy. For clarity, this includes where the employment of an Employee engaged on a fixed term basis or for a specified project or task terminates at the end of the period or the completion of the project or task.

20.11 Incapacity to Pay

Where the Employer is incapable of paying the full amount of redundancy pay due to financial hardship the Employer may apply to the FWC to amend or reduce the amount of redundancy pay.

**21. Portability Of Entitlements**

21.1 Ramsay supports the internal transfer of its Employees by ensuring leave entitlements and recognition of years of service are transferable between all sites of Ramsay and related corporate entities.

21.2 If an Employee obtains a position at another Ramsay Health Facility or other Ramsay site, the transfer arrangements will be facilitated by Ramsay, and the new site shall become the Employee's primary site.

**22. Professional and Career Development**

22.1 The Employer supports and encourages the ongoing professional development of Employees, through the acquisition of knowledge and skills.

22.2 The Employer recommends that Employees take an active role in their professional development and take advantage of the internal educational opportunities on offer.

22.3 In order for existing Employees to have the opportunity to further their career within the organisation, or to multi skill in other areas, as a general rule, vacancies will be advertised internally. External advertising may also take place at the same time.

22.4 Individual performance and development reviews will be conducted annually and Employees will be consulted regarding their training needs.

22.5 The Employer will support Employees funding their own professional development by offering salary packaging on self-education expenses. See clause 46 – Salary Packaging.

22.6 Professional Development Support

(a) Support for professional development activities may be available in the form of either paid time and/or payment for costs and associated expenses.

(b) Applications for professional development support will be considered by the relevant manager who will consider:

(i) the available budget;

- (ii) the benefits to the Employee; and
- (iii) the benefits to the business.

### **23. Upholding Professional Obligations**

- 23.1 Ramsay is committed to quality patient care, and to supporting nurses' and midwives' compliance with their registration and recognising their professional obligations.
- 23.2 Accordingly, Ramsay will, as part of the operating practices in its NSW Health Facilities, give consideration to the Australian College of Perioperative Nurses (ACORN) Standards for Perioperative Services.
- 23.3 Where a nurse/midwife or group of nurses/midwives consider that their ability to provide safe patient care may be compromised, or they are unable to safely transfer care of their patients to other rostered nursing/midwifery Employees, and where this may put their professional registration at risk, they have a responsibility to report this immediately to their manager.

### **24. Training**

#### **24.1 Mandatory Training**

- (a) Ramsay will facilitate and prioritise time for Employees to complete mandatory training modules through e-learning during rostered shifts.
- (b) When Employees are directed to undertake mandatory training during ordinary working hours there shall be explicit consideration given by the Employer to the practicability of undertaking such training having regard to other clinical duties, daily schedules and responsibilities, access to e-learning modules, access to screens where necessary and all associated "workload" issues.
- (c) It is acknowledged that mandatory training may occur outside ordinary hours of work. This will be regarded as work time outside ordinary hours and paid as such (which may be at overtime rates). The Employer must authorise in advance any proposed training time by an Employee outside ordinary hours. Only where the Employee elects to undertake compulsory training at home (e.g. e-learning modules) they will be free to do so without pay.
- (d) Employees will be required to complete mandatory training relevant to their Health Facility and role on an annual basis. These modules may include, but are not limited to:
  - (i) customer service;
  - (ii) manual handling;
  - (iii) emergency procedures;
  - (iv) infection control; and
  - (v) discrimination and harassment/bullying.
- (e) Where an Employee is required to complete mandatory training or attend internal or external professional development training, workshops or programs at the direction of the Employer (i.e. attendance is not voluntary), the Employer shall be responsible for the cost of the program and will make time available in working hours by prioritising time during rostered shifts.

24.2 Advanced Life Support Training

- (a) For patient safety Ramsay commits to ensure that an adequate number of nurses and midwives are trained in Advanced Life Support on each shift, as determined by the Director of Clinical Services and in line with their own professional obligations.
- (b) Advanced Life Support and refresher training, however titled, will be provided during paid rostered shifts.
- (c) An Employee is free to choose whether or not they wish to participate in this training.

24.3 Face to Face Training

Where an Employee or group of Employees identifies a specific need, face to face training may be provided to adequately skill Employees in de-escalation and emergencies (e.g. Mental Health). This is subject to the Employer's approval, however the Employer will not unreasonably withhold such training to ensure a safe workplace.

**25. Uniforms**

- 25.1 Where the Employer requires the Employee to wear a uniform the Employee will wear the full and correct uniform at all times and ensure that the uniform is clean.
- 25.2 Where the Employer requires the Employee to wear a uniform the Employer will provide sufficient uniforms free of charge.
- 25.3 Employee requests for additional uniforms will be considered on a case by case basis.
- 25.4 The Employee is able to purchase extra uniforms beyond the allocated number.
- 25.5 Uniforms remain the property of the Employer and must be returned in good condition, considering reasonable wear and tear, on termination of employment or in the event of the issue of a new uniform.
- 25.6 Where the Employer requests the return of any item(s) of supplied uniforms and the Employee fails to return the item(s) without good reason, the Employee will not be entitled a replacement item free of charge but will be expected to replace the item at their own cost.
- 25.7 Where a uniform is damaged in the line of duty the Employer will replace the uniform.

**26. Amenities**

The Employer shall provide the following for use by the Employee:

- (a) A suitable changing room and adequate washing and toilet facilities;
- (b) A locker fitted with lock and key or other suitable place for the safe keeping of the Employee's personal effects;
- (c) Tea, coffee, milk and sugar and facilities for the making of these;
- (d) A canteen or facilities for the preparing and heating of meals.

## PART 4 – STAFFING ARRANGEMENTS

### 27. Workloads Grievance Process

27.1 An Employee may initiate a grievance in relation to workloads.

27.2 The grounds for a grievance may include but will not be limited to:

- (a) Unreasonable or excessive patient care or nursing/midwifery duties is required of a nurse or midwife other than occasionally and infrequently;
- (b) To perform nursing/midwifery duty to a professional standard, a nurse or midwife is effectively obliged to work unpaid overtime on a regularly recurring basis;
- (c) A reasonable complaint to the appropriate manager about capacity to observe mandatory patient care standards has not been responded to or acted upon within a reasonable timeframe;
- (d) A particular Employee or group of Employees is being consistently placed under an unreasonable or unfair burden or lack of adequate professional guidance because of the workload or the staffing skill mix of the team;
- (e) The workload denies reasonable access to professional development.

27.3 A Workloads Grievance shall be dealt with as follows:

- (a) A grievance will, in the first instance, be raised with the Employee's immediate manager. If the matter remains unresolved then the matter will be raised with the supervisor and if continues to be unresolved the matter will be raised with the Facility Executive, and the Director of Clinical Services.
- (b) In dealing with the grievance, the manager, supervisor or Director of Clinical Services (as the case may be) will provide an evaluation of the grievance and record the proposed action(s) to address the grievance, and provide feedback to the Employee concerned.
- (c) If after following the above steps the grievance is unresolved it will be dealt with pursuant to the Dispute Resolution procedure commencing at clause 7.6.

27.4 Addressing Immediate Workload Concerns

- (a) When addressing immediate workload concerns, the manager will utilise their professional judgement, and where required consult with the Director of Clinical Services. The manager will then immediately implement a solution such as:
  - (i) reallocate patients/alter case mix where possible;
  - (ii) limit admissions when discharges occur from the ward/unit;
  - (iii) prioritise clinical nursing/midwifery activities and tasks;
  - (iv) offer additional hours for part time staff;
  - (v) use reasonable overtime;
  - (vi) engage casual/agency nursing staff; or

- (vii) deploy nurses/midwives from other wards/units with relevant experience and competencies on the basis that it is safe to transfer care of their patients to other rostered nurses/midwives; and
- (viii) implement other appropriate measures.

## **28. Appropriate Staffing Measures**

### 28.1 Reasonable Workloads Principles

- (a) Ramsay will provide reasonable workloads for nurses and midwives consistent with the Reasonable Workload Principles set out below:
  - (i) the workload assessment will take into account demand by way of clinical assessment, including patient acuity, skill mix (including specialisation where relevant), geographical and other local requirements and available resources;
  - (ii) the work performed by the Employee will be able to be satisfactorily completed within the ordinary hours of work assigned to the Employee in their roster cycle, including access to meal and rest breaks;
  - (iii) the work will be consistent with the duties within the Employee's classification description and at a professional standard so that the care provided or about to be provided to a patient or client shall be adequate, appropriate and not adversely affect the rights, health or safety of either the patient or the Employee;
  - (iv) the workload expected of an Employee will not be unfair or unreasonable having regard to the skills, experience and classification of the Employee for the period in which the workload is allocated;
  - (v) an Employee will not be allocated an unreasonable or excessive nursing workload or other responsibilities;
  - (vi) when managing emergency or extraordinary circumstances of an urgent nature, workloads will be considered a crucial factor;
  - (vii) an Employee shall not be required to work an unreasonable amount of overtime; and
  - (viii) an Employee's workload will not prevent reasonable and practicable access to Professional Development Leave, together with 'in-house' courses or activities, and mandatory training and education.
- (b) Employees will be allocated and rostered in accordance with a process that is consistent with Reasonable Workload Principles. Reasonable Workload Principles are to be used in staffing each unit/area to ensure that workloads for Employees are sustainable having regard to the skills, experience and classification of the Employee.
- (c) Ultimate accountability for staffing and resource allocation is vested with the Facility Executive, and the Director of Clinical Services will be responsible for meeting Reasonable Workloads Principles.

### 28.2 Replacing Leave Absences

- (a) Leave absences including personal/carer's leave will be replaced by the same skilled level of

nurse/midwife or a nurse/midwife of a higher classification (e.g. RN with RN, EN with EN) as far as practicable.

- (b) If all avenues to backfill the absence with a nurse or midwife at the same classification are exhausted and the only remaining option is to backfill the absence with a nurse or midwife of a lower classification, the NUM/MUM/In-Charge must be satisfied that the delivery of high quality patient care in the ward/unit can be safely and appropriately performed by a nurse/midwife of another nursing/midwifery classification within the overall skill mix of the ward/unit.

### 28.3 Specials in Addition

The NUM/MUM/In-Charge will allocate nurses and/or midwives to patients clinically assessed as needing specialised care. This is in addition to the rostered nursing and midwifery hours for each ward and unit.

### 28.4 Non-Clinical Duties

- (a) Ramsay acknowledges the importance of nurses and midwives focusing on clinical duties. Ramsay also acknowledges the importance of all staff operating as a co-operative and effective team.
- (b) Except as hereinafter provided, Employees will not be required to perform, as a matter of routine, the following duties:
  - (i) washing, sweeping, polishing and/or dusting of floors, walls or windows of wards, corridors, annexes, bathrooms or verandas; or
  - (ii) duties which are generally performed by Housekeeping Support Services employees.
- (c) This provision will not preclude Employees from performing any such duties in an isolation ward or where the performance of those duties involves disinfection or where necessary to provide immediate patient care or safety.
- (d) Nothing in this clause will preclude any Employee from being required to perform all or any of the specified duties at any time when Support Services employees are not rostered to work or are otherwise not available.
- (e) To facilitate the operation of this clause, at each Facility Ramsay is committed to reviewing appropriate levels of Housekeeping Support Services to ensure sufficient support is available to perform the tasks set out in (b) above, particularly for weekday day shifts, or other busy periods.

### 28.5 In-Charge of Hospital Patient Load Arrangements

- (a) This clause deals with patient load arrangements for Employees who are appointed / allocated to be In Charge of Hospital, at times when the Hospital Executive (including DCS) are not typically present at the Hospital. Various titles may be used, such as After Hours Manager, Hospital Co-Ordinator, Operational Manager, After Hours Supervisor.
- (b) An Employee appointed as In Charge of Hospital will participate in team-nursing, taking on patient care and performing any other duties, as required, to respond to Facility needs, to facilitate work breaks for other employees and to cover unplanned absences.
- (c) Where an Employee is appointed In-Charge of Hospital at the following Facilities they will not

carry a patient load on evening shifts, night shifts or weekend shifts:

- (i) St George Private Hospital
  - (ii) North Shore Private
  - (iii) Westmead Private Hospital
  - (iv) Wollongong Private Hospital
  - (v) Lake Macquarie Private Hospital
  - (vi) Kareena Private Hospital
  - (vii) Ramsay Clinic Northside shall have the same arrangements as the Facilities above, subject to the proviso that it shall not apply to night shift on weekdays or weekends.
- (d) However the Employee appointed as In-Charge of Hospital may be allocated a patient load where occupancy is particularly low due to Christmas/New Year, Easter, or other low occupancy periods.
- (e) Medium Acute Health Facilities
- (i) A Medium Acute Health Facility is a medical/surgical facility with 70 or more beds, other than a Facility listed in (c) above.
  - (ii) Where an Employee is appointed In-Charge of Hospital at a medium acute Health Facility they will not routinely carry a patient load, subject to the following criteria:
    - This applies to weekday evening shifts, when theatres are operating;
    - This applies when occupancy is greater than 80%, and more than 75% of wards are open.
    - This also applies to Strathfield Private Hospital weekend shifts.
  - (iii) Patient load arrangements for In-Charge of Hospital for weekday night shifts, and weekend shifts will be determined on a facility-by-facility basis.
  - (iv) Bed numbers at Facilities. The number of beds for a Facility refers to the number of beds in use at the time, not licensed beds.
- (f) Where only one ward is open at a Facility, the employee appointed as in charge of hospital, shall also be in charge of ward.
- (g) At all other Health Facilities, in determining whether or not the In-Charge of Health Facility (however titled) is allocated a patient load or a reduced patient load, Ramsay will consider at least the following factors:
- (i) all tasks and responsibilities that are required to be undertaken as part of the role and shift;
  - (ii) professional standards and obligations;
  - (iii) Health Facility activity;
  - (iv) skill mix on the ward/unit where consideration is being given to the In-Charge of

Health Facility being on duty;

- (v) occupancy on ward/unit where consideration is being given to the In-Charge of Health Facility being on duty;
- (vi) patient acuity on ward/unit where consideration is being given to the In-Charge of Health Facility being on duty;
- (vii) whether after hours/weekend surgery is performed; and
- (viii) other additional tasks/responsibilities/workload.

#### 28.6 In-Charge of Ward/Unit Considerations for a patient load

- (a) A nurse/midwife performing In charge of ward/unit duties may request a review of the patient load where they consider that their professional obligations are, or safe patient care is, at risk.
- (b) In determining the allocation of a patient load, the Employer agrees to consider the In Charge workload including but not limited to the following factors:
  - (i) all tasks and responsibilities that are required to be undertaken as part of the role and shift;
  - (ii) professional standards and obligations;
  - (iii) skill mix on the ward/unit;
  - (iv) occupancy;
  - (v) patient acuity, and
  - (vi) whether after hours/weekend surgery is performed.
- (c) Student nurses (including those not employed by the Employer) will not be allocated a patient load.

#### 28.7 Required Staffing Levels

When determining the staffing levels required and clinical workloads of nurses and midwives including NUM/MUM/In-Charge, Ramsay will consider at least the following factors:

- (a) the clinical assessment of patient acuity;
- (b) skill mix and specialisation;
- (c) geography and facility layout;
- (d) the maintenance of safe working conditions in accordance with relevant guidelines and Workplace Health and Safety legislation;
- (e) professional nursing and midwifery standards, obligations and codes of conduct set down by relevant regulatory bodies;
- (f) the completion of mandatory e-learning modules;
- (g) access to meal and rest breaks; and

- (h) licensing standards (Private Health Facilities Act 2007 NSW and Private Health Facilities Regulation 2017 NSW).

## PART 5 – HOURS OF WORK

### 29. Ordinary Hours of Work

- 29.1 The ordinary hours of work can be worked at any time Monday to Sunday. Ordinary hours are paid at Ordinary Rates, except where this Agreement provides for an additional loading to be paid.
- 29.2 A full-time Employee shall work an average of 38 hours per week on any of the following bases:
- (a) 38 hours within a work cycle not exceeding 7 consecutive days;
  - (b) 76 hours within a work cycle not exceeding 14 consecutive days;
  - (c) 114 hours within a work cycle not exceeding 21 consecutive days; or
  - (d) 152 hours within a work cycle not exceeding 28 consecutive days.
- 29.3 Ramsay and a full-time Employee, or the majority of full-time Employees in a team or work area, may agree a work cycle that shall include an Accrued Day Off (**ADO**) in accordance with clause 30.9 (ADOs).
- 29.4 In the arrangements for ordinary hours of work, the following shall apply:
- (a) an Employee may be rostered to work a minimum of 3 ordinary hours on a day or shift to be worked continuously other than for meal breaks;
  - (b) an Employee may be rostered to work up to 10 ordinary hours on a day or shift, and those hours are continuous other than for meal breaks; and
  - (c) an Employee may, by agreement with Ramsay in writing, be rostered to work more than 10 ordinary hours and up to 12 ordinary hours on a day or shift, where those hours are continuous other than for meal breaks, with that agreement recorded in the rostered ordinary hours of work.
- 29.5 Despite any other term in this Agreement, Assistants in Nursing and Nurses (Pre-Registration Training) cannot enter into an agreement to work more than 10 ordinary hours per day (exclusive of meal breaks).
- 29.6 Employees will observe the nominated start and finish times for their work day, including designated breaks, to maximise available working time.
- 29.7 Where an Employee is required to change into and out of a uniform or a specified type of garment in the workplace, they shall be allowed 10 minutes paid working time at the commencement of shift and 10 minutes paid working time at the completion of shift.
- 29.8 Employees who work more than one job or role, whether at the same or another Health Facility or for any other employer, must notify their manager if, through their combined employment, they will work more than 5 consecutive days or nights or more than 45 hours within a week.
- 29.9 Despite any other term in this Agreement, the ordinary hours of work for a part-time Employee shall be:
- (a) a minimum of 3 hours on each day or shift of work on a roster, unless a shorter period is agreed in writing;
  - (b) up to a maximum of 10 ordinary hours worked on a day, or 12 hours where an agreement in

writing is reached with an Employee;

- (c) a minimum of 4 hours per week averaged over the work cycle;
- (d) up to a maximum of an average of less than 38 ordinary hours per week in the work cycle;
- (e) worked continuously other than for meal breaks; and
- (f) otherwise in accordance with this clause 29 (Ordinary Hours), 30 (Rostering Ordinary Hours) and clause 42 (Shift Loadings).

#### 29.10 Part time Employees and Additional Hours

Part-time Employees are entitled to payment at overtime rates for working approved overtime in accordance with clause 33 (Overtime), except where a part time Employee works an additional unrostered shift or hours in addition to the guaranteed minimum ordinary hours of work, by agreement with Ramsay in writing. These additional hours are paid at Ordinary Rates (plus any relevant loadings) until the total number of hours worked by a part time Employee meets or exceeds the hours in clause 29.9, or the maximum ordinary hours per day or shift.

### 30. Rostering Ordinary Hours

- 30.1 Ramsay can roster an Employee to commence and finish ordinary hours of work, which may be at the same time or at different times to other Employees to ensure continuity of service to patients and visitors, or to otherwise suit the operations of the Employer.
- 30.2 Employees will be consulted, and their preferences will be considered, in the development of roster arrangements.
- 30.3 Ramsay can arrange rosters to best suit the Health Facility, provided the roster arrangement (for a full-time Employee) is any one or combination of the following:
  - (a) 4 days of 8 hours and 1 of 6 hours;
  - (b) 19 days of 8 hours each day in a work cycle of 28 consecutive days;
  - (c) 4 days at 9.5 hours per day;
  - (d) 5 days to be worked at a total of 7.6 hours per day;
  - (e) 4 or 5 days to be worked with no less than 6 hours nor more than 10 hours on any day;
  - (f) any combination of the above arrangements over a fortnightly roster period; or
  - (g) any other shift combination by agreement (e.g. 12 hour shifts).
- 30.4 Unless otherwise requested by the Employee and agreed in writing, full time and part time Employees are entitled to:
  - (a) 2 full days off in a 7 day work cycle, 4 days off in a 14 day work cycle or 8 days off in a 4 week work cycle or, in the case of a full-time Employee who works a roster that accrues an ADO in a 28 day roster period, 9 days off work in that 28 day period (1 of which is the ADO);
  - (b) a minimum of 2 consecutive days off in each fortnight where work is rostered; and
  - (c) be rostered to work a maximum of 8 consecutive days without a rostered day off work.

- 30.5 Where the Employer requires a change to an established arrangement under clause 30.4, the Employee will be provided with one month's notice of the change, following consultation pursuant to clause 9.4.
- 30.6 Rosters will provide for a minimum 10 hour break between the finish of ordinary hours on one day and the commencement of ordinary hours on the following day, except for 12 hour shift arrangements where a minimum 11.5 hour break applies. However, an Employee may elect in writing to be available for work on a roster where there is a minimum of 8 hours break between the finish of ordinary hours on one day and the commencement of ordinary hours on the following day.
- 30.7 An Employee shall not be required to work more than two quick shifts in any period of seven days. In this clause, a quick shift means an evening shift followed by a morning shift.
- 30.8 12 Hour Shifts

An agreement between Ramsay and an Employee (other than an Assistant in Nursing or Nurse (Pre-Registration Training)) for the Employee to work ordinary hours of up to 12 on a day or shift must be in accordance with the following conditions:

- (a) a 12 hour shift arrangement is only by agreement, and in the absence of agreement no Employee shall be rostered to work 12 ordinary hours on a day or shift;
- (b) a 12 hour shift roster may only be introduced at a work area following consultation in accordance with clause 9.4;
- (c) an Employee who does not agree to work a 12 ordinary hour day or shift in a part of a work area where a 12 hour shift roster is in place, can be rostered to work elsewhere at the same classification and with no reduction of hours unless by agreement;
- (d) In order to accommodate the meal breaks set out in clause 31.2(c):
  - (i) the span of ordinary hours of work on a day or shift must be no greater than 13 hours; and
  - (ii) a minimum break of 11 hours must be rostered between each 12 hour shift.

30.9 Accrued Days Off

- (a) A roster that includes an ADO arrangement shall be by agreement only between Ramsay and a full-time Employee (see clause 29.3). Part-time and casual Employees are not eligible to accrue an ADO.
- (b) An ADO arrangement can only be agreed where a roster provides for 160 hours of work in a work cycle of 28 days, and the ADO accrues over the course of that work cycle.
- (c) The ADO may be included on the roster, either in the work cycle it was accrued or in the next work cycle, or may be banked and taken at a later date. An ADO will not be rostered to fall on a public holiday. An ADO that is not taken within 12 months is to be paid out to the Employee at the Ordinary Rate.
- (d) An ADO included in the roster will not be changed except in an emergency situation or unless the change is due to sudden and unexpected circumstances and the Employee is required to work to enable the Health Facility to function, or by agreement. Where this occurs, the ADO shall be included in a subsequent roster, or banked.

- (e) A maximum of 6 ADOs (48 hours) may be banked, unless Ramsay and the Employee agree to bank more than 6 and up to 12 ADOs (48 to 96 hours). Where an Employee has 6 (or more) ADOs banked, then Ramsay can direct or roster the Employee to take any amount of ADOs to reduce the bank to 5 ADOs (40 hours), or pay the Employee in lieu for the banked ADOs in excess of 5 at its discretion.
- (f) On termination of employment for any reason, any balance of ADO hours will be paid out to the Employee at the Ordinary Rate.

#### 30.10 Banking of Ordinary Hours

- (a) By agreement in writing between Ramsay and a full-time or part-time Employee, the Employee may participate in a scheme of banking ordinary hours of work. This is not a TOIL arrangement regarding overtime worked (see clause 33.7) and is not an ADO system.
- (b) Under the terms of an agreement to 'bank' ordinary hours of work, an Employee may work more or less than their rostered or contract hours. Additional hours worked are credited, and contracted hours not worked are debited, to the Employee's 'bank'. The 'bank' arrangement will then be as follows:
  - (i) the Employee will receive their Ordinary Rate in the relevant pay cycle for their minimum or contract hours as if all those ordinary hours had been worked, with any weekend or shift loadings paid in addition to the Ordinary Rate;
  - (ii) all hours credited or debited to an Employee's 'bank' are regarded as ordinary hours i.e. an hour for an hour;
  - (iii) an Employee may have a maximum credit of 76 hours, or a maximum debit of 76 hours in their 'bank' beyond which no further banking of hours will be permitted;
  - (iv) where the Employee works more than their minimum or contract hours in a work cycle, those additional hours are set off against hours not worked in a previous work cycle (and for which the Employee has already been paid);
  - (v) where the Employee works less than their minimum or contract hours in a work cycle, the hours not worked shall be added to the bank and are to be worked in a future work cycle (and the Employee shall be paid as per paragraph (i) above);
  - (vi) if the Employee leaves the employment of Ramsay at a time where there is a positive balance of hours in the 'bank' (i.e., the Employee has not been paid for ordinary hours worked), then Ramsay will pay the Employee for all hours in credit at the Ordinary Rate.
  - (vii) if the Employee leaves the employment of Ramsay at a time where there is a negative balance of hours in the 'bank' (i.e. the Employee has been paid for ordinary hours not worked) then Ramsay may deduct, from any wages due to the Employee on termination of employment, an amount equivalent to that negative balance.
- (c) Employees whose bank of hours is in debit will be given first option to work additional hours, before the use of casual employees and agency staff.
- (d) Ramsay shall make and keep a record of any 'banking' of hours arrangements including all hours credited and debited. An Employee who requests access to their 'bank' hours records will be permitted access.

- (e) An Employee or Ramsay may terminate a 'bank' arrangement at any time on 2 weeks' notice.

### 31. Meal and Rest Breaks

31.1 Subject to the conditions below, the Employer will prioritise access to meal and rest breaks. Breaks may be rostered, or otherwise taken at the direction of Ramsay, or may be organised to ensure continuity of services and work, having regard to staffing arrangements.

#### 31.2 Meal Breaks

- (a) An Employee who is rostered to work more than 5 hours is entitled to an unpaid meal break of at least 30 minutes and up to 60 minutes. An Employee shall work no more than 6 continuous hours without a meal break of 30 minutes being taken. An Employee who works not more than 6 hours in a shift may elect to forgo the meal break, with the consent of the Employer.
- (b) Where a meal break is not taken by 6 hours due to the Employer's direction, the Employee is entitled to be paid at overtime rates for the duration of the meal break not taken regardless of any breaks taken after 6 hours. However, by agreement with Ramsay, the Employee may choose not to take a break and finish their shift early in which case this overtime pay for the meal break not taken shall not apply.

**Example:**

Katarina is working on a busy shift. She informs her NUM that she doesn't think she will be able to take her meal break at the scheduled time. The NUM agrees and asks Katarina to continue to work, resulting in her going 6 hours without a meal break. Where Katarina chooses to finish her shift early and her NUM agrees, she will not be entitled to the missed meal break payment.

- (c) Meal Breaks on 12 hour Shifts
- (i) On a 12 hour shift an Employee must be allowed either two 30 minute or one 60 minute meal break. In addition to the meal breaks, Employees must be allowed either two 15 minute or one 30 minute paid rest break.
- (ii) Provided that, by agreement between the Employer and a majority of Employees concerned, Employees working 12-hours shifts may be allowed one 30 minute meal break. In such case, and notwithstanding clauses (a) and (b) above, and 30.8(d), the meal break will be taken before the 8<sup>th</sup> hour, and the span of ordinary hours of work on a day or shift must be no greater than 12.5 hours and a minimum break of 11.5 hours must be rostered between each 12 hour shift.
- (d) Employees must not be required to work during meal breaks unless mutually agreed at a local level. If an Employee is recalled or directed by the Employer to remain on duty during a meal break the Employee shall be paid at overtime rates for the total period of the meal break.
- (e) In the event an Employee is the only nurse/midwife on a ward/unit, specific rostering arrangements will be made to ensure they are covered for all meal and rest breaks. In the absence of this relief the Employee will be paid at overtime rates for the total period of the meal break.

**Example:**

Karen is the only RN on the ward. There is no availability of another RN to release Karen from duties for a meal break. She informs the In Charge that she is unable to be relieved for

her meal break. The In charge confirms this to be the case and Karen is entitled to a missed meal break payment at overtime rates.

- (f) When the Employee is relieved for a meal break and is required to be on call during the meal break, the on-call meal break allowance arrangements will apply in accordance with clause 44.3(b)).

**31.3 Rest Breaks (except 12 hour shifts)**

- (a) Employees are entitled to a paid 10 minute rest break in each 4 hour period worked.
- (b) Where the Employee and the Employer agree 2 rest breaks can be taken as one 20 minute rest break.
- (c) Where the Employer agrees, the Employee may choose not to take a rest break and finish their shift 10 minutes earlier.
- (d) Rest breaks are to be taken at a time to be agreed between the Employee and the Employer.
- (e) Rest breaks will count as time worked.

**31.4 Meal Breaks and Rest breaks for Employees on Night Duty (except 12 hour shifts)**

Where an Employee works a night shift and they have been provided with a meal between 9.00pm and 11.30pm and before the start of their shift, they will not have a meal break but will have 2 paid rest breaks of 20 minutes.

**32. Rosters**

- 32.1 A roster published by Ramsay will show the start and finish time of each day or shift of ordinary hours to be worked by an Employee.
- 32.2 Where practicable, Ramsay will publish the roster for the next work cycle at least 28 days in advance of its commencement. If not practicable, Ramsay will publish the roster at least 2 weeks in advance of the commencement of the next work cycle. If circumstances outside Ramsay's control occur and cause a delay, Employees will be notified by Ramsay and an explanation given for the delay, and the roster must be published at least 1 week in advance.
- 32.3 Rosters will be provided to Employees online and/or displayed in the Health Facility where Employees can access it.
- 32.4 A change to a roster that is by agreement between Ramsay and an Employee may be made at any time.
- 32.5 Where there is no agreement about a proposed change to a roster, Ramsay shall give the affected Employee(s) at least 7 days' notice of a change, or less where the change is due to sudden and unexpected circumstances and the Employer requires the Employee to work so as to enable the Health Facility to function.
- 32.6 Where a change of roster requires an Employee to work on a day they would otherwise have had off, an alternative day off will be arranged.
- 32.7 Rosters will provide for a full-time and a part-time Employee to have a minimum break between rostered shifts, in accordance with clause 30.6.

**32.8 Night Shift**

- (a) Employees who are employed to be on permanent night shift or “permanently in charge at night” will work as such and the paragraph below restricting their period of working on night shift does not apply.
- (b) The Employer will endeavour to ensure that an Employee is not rostered on night shift for more than 8 consecutive weeks, except by agreement. After a period of night shift the Employee will not be rostered on further night shift until they have been off night shift for a period equivalent to the previous period of night shift.
- (c) Where an Employee is changing from night shift to day shift or from day shift to night shift they will not be rostered for duty during the 20 hours immediately prior to the start of the changed day.

**33. Overtime**

33.1 Ramsay may require an Employee to work reasonable overtime hours beyond their ordinary working hours in order to ensure continuity of service to clients and patients, or to assist the operational needs of the Employer. All overtime is subject to approval by the NUM/MUM/In-Charge, and Ramsay shall not unreasonably refuse approval and payment for overtime that it has required an Employee to work.

33.2 Employees may refuse to work overtime on reasonable grounds. Reasonable grounds may include:

- (a) risk to the Employee’s health and safety;
- (b) the Employee’s personal circumstances including family and carer responsibilities;
- (c) where Employee is on call except for recall overtime for emergencies; and
- (d) any other relevant matter.

33.3 Overtime worked by an Employee is payable at the appropriate overtime rate in clause 43 (Overtime Rates). For the purpose of this Agreement, overtime means time worked by an Employee:

- (a) that is recorded as overtime and is approved or authorised as overtime work by Ramsay; and
- (b) in excess of the ordinary hours of work on a day or shift; or
- (c) in excess of an average of 38 hours over the work cycle of up to 28 days. For example:
  - (i) 38 hours where the work cycle is 7 days;
  - (ii) 76 hours where the work cycle is 14 days;
  - (iii) 114 hours where the work cycle is 21 days;
  - (iv) 152 hours where the work cycle is 28 days; or
- (d) outside the span of ordinary hours of work in 29.1, except where the time worked is ordinary hours on shiftwork.

33.4 Overtime for part-time Employees

In the case of a part-time Employee who is required by Ramsay to work additional hours, and those

additional hours are not agreed in accordance with clause 29.10 (Part-time Employees and Additional Hours), then the additional hours worked are also overtime for the purpose of the Agreement.

### 33.5 Breaks and meals during Overtime

- (a) An Employee required to work at least 2 hours overtime following the completion of working ordinary hours shall be:
  - (i) allowed a 20 minute paid break prior to the start of the overtime work on that day or shift, or at a later time by agreement, and allowed a further 20 minute paid break after each subsequent 4 hours overtime worked (after the first 2 hours); and
  - (ii) provided with a meal by Ramsay, or paid a Meal Allowance as set out in Item 9 of Appendix B in lieu of a meal being provided, and a further meal or payment of a Meal Allowance, after each subsequent 4 hours overtime worked (after the first 2 hours).
- (b) All time on a break during overtime shall count as time worked;
- (c) A part-time Employee is not entitled to an overtime meal break until the expiration of the normal shift for a majority of the full-time Employees employed on that shift in that part of the Health Facility.
- (d) An Employee must not be required to work during overtime meal breaks unless mutually agreed. If an Employee is recalled or directed by the Employer to remain on duty during an overtime meal break, the Employee shall be paid an additional 20 minutes at overtime rates at the end of a shift without being required to work for such a period.

### 33.6 Rest period after Overtime

- (a) Where an Employee completes a period of overtime work on a day and the Employee will not have 10 consecutive hours off duty prior to commencing their next period of ordinary hours of work, they shall be released from work after the completion of such overtime, until they have had 10 consecutive hours off work. Such time will occur without loss of pay for the ordinary working time occurring during this absence.
- (b) Where an Employee works so much overtime that they are not given 10 consecutive hours off duty, the Employee shall be paid at the rate of double time, until they are allowed to take a break of at least 10 consecutive hours. Such time off shall occur without loss of pay for the ordinary working time occurring during this absence.

### 33.7 Time Off in Lieu of Overtime (TOIL)

- (a) A full time or part time Employee who works overtime may elect to take time off in lieu of payment for the overtime worked (TOIL), at a mutually agreeable time. Ramsay will not unreasonably refuse the request.
- (b) When TOIL is taken it is at the appropriate overtime rate. That is, 1.5 hours for each hour of overtime worked if the overtime rate was 150%, or 2 hours for each hour of overtime worked if the overtime rate was 200%.
- (c) The maximum amount of TOIL accrual will be agreed at a Facility level. Any overtime worked above the TOIL cap must be paid to the Employee as overtime. The Employer may request an Employee to take accrued TOIL at times when the ward, department or Facility experiences slow periods or is closed. The Employee shall not unreasonably refuse the request.

- (d) Ramsay shall keep a record of any TOIL accrued by an Employee.
- (e) TOIL may be taken by an Employee at any time by agreement with Ramsay. TOIL not taken within 12 months of being accrued will be paid out at the appropriate overtime rate. Unused TOIL balances will be paid out at overtime rates upon termination of employment.
- (f) The Employee may accrue TOIL for use during a shutdown or may request to use it during periods of low occupancy. The Employer will not unreasonably refuse the request.
- (g) TOIL is not Banking of Ordinary Hours, the details of which are at clause 30.10 (Banking of Ordinary Hours).

### **34. On-Call and Recall**

- 34.1 Ramsay may roster an Employee to be on-call, which means the Employee must remain available and contactable by phone or message to attend to any work-related matter either in person or on a remote basis. An on-call roster is not used to support routine theatre lists (including routine weekend lists).
- 34.2 Employees may refuse to be rostered on-call on reasonable grounds. Reasonable grounds may include:
- (a) a risk to the Employee's health and safety;
  - (b) the Employee's personal circumstances, including family and carer responsibilities;
  - (c) the distance of the Employee's home from the workplace; and
  - (d) any other relevant matter.
- 34.3 Where an Employee is rostered to be on-call it shall be for a period of up to 24 hours per period.
- 34.4 A full-time or part-time Employee who is rostered to be on-call:
- (a) will be paid an On-Call Allowance in Appendix B for each period of On-call as follows:
    - (i) "On-Call On": Where the Employee has a rostered shift that commences within or immediately following the on-call period, the On-Call Allowance will be as per Item 1 of Appendix B;
    - (ii) "On-Call Off": Where the Employee does not have a rostered shift commencing within or immediately following the on-call period, or the Employee has a rostered ADO during the on-call period, the On-Call Allowance will be as per Item 2 of Appendix B.
  - (b) who is not called on to work during a period of on-call, will not have any part of the on-call period credited as time worked (but shall receive the On-Call Allowance);
  - (c) 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 and subsequent electronic requests up to a total 60 minutes (in either consecutive or separate periods) shall be compensated for by the same one hour's overtime payment. Time worked in excess of 60 minutes will be rounded to the nearest 15 minutes.

- (d) who is recalled to work that requires the Employee to attend a Health Facility in person will be paid for a minimum of 4 hours' work at overtime rates in addition to the On-Call Allowance, even if the work is completed in less than 4 hours, commencing from the time the Employee arrives at the Health Facility;
  - (e) who is recalled for a second or subsequent period of work at the Health Facility where the work is continuous with the start of their next rostered shift, will be paid at overtime rates until the start of the rostered shift. The rostered shift will be regarded as ordinary hours and paid as such.
- 34.5 Where an Employee is rostered for a period of on-call or commences a period of on-call and notifies the Employer that they cannot be on call for the previously agreed period, they will be paid only for the hours that they were actually on-call. To be clear, they will be paid a pro-rated amount of the applicable on call allowance as set out in Appendix B.
- 34.6 An Employee shall not be rostered on-call while on approved leave, or the day before a period of scheduled leave commences, unless the Employee has agreed.
- 34.7 Where an Employee has completed one period of work on-call at a Health Facility and returns home, and is then recalled in again during the same 24 hour period of on-call, the second and subsequent periods of work will be added to the first period of on-call when calculating overtime payments.
- 34.8 If a Casual Employee is rostered on-call, then the same arrangements shall apply as for part-time Employees and any time worked by a Casual Employee on-call (whether on a remote basis or in person at a Health Facility) shall be paid at overtime rates.
- 34.9 If an Employee who is not on-call is recalled to work and is required to attend a Health Facility in person, time spent by the Employee travelling to the Health Facility and to home at the end of that work shall be regarded as time worked and paid at overtime rates, in addition to the work performed. The Employee will be entitled to a minimum payment of 4 hours (inclusive of travel time and work performed).
- 34.10 Where clinically appropriate and taking into account patient and staff safety with respect to staff fatigue and WHS matters, Employees rostered to be on-call may request to work overtime at the end of their shift but cannot be directed to do so by Ramsay. However, this can only occur if there are sufficient relevant specialist, experienced and competent Employees on-call to ensure safe coverage for all emergencies.
- 34.11 Ramsay shall not direct an Employee who is rostered on-call to remain in the workplace during the period on call.

## PART 6 – PAYMENT

### **35. Payment of Wages**

- 35.1 Payment of wages will be by electronic funds transfer into one account nominated by the Employee at any major bank, building society or credit union.
- 35.2 Payment will be made fortnightly and the Employee will be provided with an electronic pay advice or pay advice slip on each day that they are paid which contains the details and breakdown of the total pay received and any deductions for tax or other reasons.
- 35.3 The Employer will ensure that wages are transferred to the Employee's nominated financial institution and available for withdrawal by Employees no later than pay day.

### **36. Overpayment of Wages**

- 36.1 Where the Employee is paid for work which is not performed or is overpaid in any other manner, the Employer may make adjustments to the subsequent wages of the Employee to recover the amount overpaid.
- 36.2 Where the Employee becomes aware of an overpayment they will notify the Employer of the error as soon as is practicable.
- 36.3 The Employer will notify the Employee of full details of the overpayment and the intention to recover the overpayment in advance of the day on which pay is due and will consult with the Employee regarding the appropriate recovery rate.
- 36.4 Where a one-off overpayment is made the Employer may recover the amount overpaid in the pay period following the overpayment or the discovery of the overpayment. Where cumulative overpayments have been made the Employer may recover the amount overpaid at a rate agreed between the Employer and the Employee.
- 36.5 The Employer will not make deductions from the wages of any Employee without written authorisation from the Employee or for Employees under the age of 18 years, without the written authorisation of the Employee's parent or guardian.

### **37. Underpayment of Wages**

- 37.1 Where an Employee is underpaid in any manner, the Employer will rectify the error as soon as practicable.
- 37.2 The Employer will pay the underpaid amount on the next day that pay is due once the Employer discovers or is advised that the error has occurred.
- 37.3 Where the underpayment has resulted in serious financial hardship (defined here as wages over \$100) on the part of the Employee, the Employer will make a special payment outside of the usual pay arrangements, within one day where practicable.

### **38. Classification and Rates of Pay**

- 38.1 The parties agree to the wage rates specified in Appendix A – Classifications and Wage Rates.
- 38.2 The Ordinary Rates for classifications in the Agreement shall increase over the period of operation as set out in Appendix A.

- 38.3 The rates of pay applying in Appendix A from 1 July 2023 will be paid to Employees who are employed by the Employer at the commencement date of the Agreement, and backpaid.
- 38.4 Full-time, part-time and casual Employees will progress to the next level within their classification following 1976 hours of experience.

**39. Recognition of Previous Service and Experience**

- 39.1 A new Employee's previous service and experience in the role will be recognised by the Employer in classifying the Employee's level.
- 39.2 The Employer will confirm to the new Employee in writing the details of the evidence of previous service which is required by the Agreement for recognition of that Employee's previous service. This confirmation shall be provided by the Employer during the recruitment process or within the orientation program following commencement of employment.
- 39.3 The Employee will provide the required evidence of previous service and experience within a period of 3 months of the confirmation contained in clause 39.2. This evidence of previous service must then be validated by the Employer. If satisfactory evidence is provided by the Employee within the specified timeframe, service will be recognised from the date of commencement. If satisfactory evidence of service is received beyond the specified timeframe, such service will be recognised from the date the evidence is received by the Employer.
- 39.4 Evidence of previous service could include work statements, previous pay records or similar documentation which might indicate relevant service. The Employer will accept any reasonable documentary or other evidence (e.g. a statutory declaration) where relevant records are difficult to obtain.
- 39.5 Where an Employee is working for more than one employer or organisation, evidence of their recent service and experience should be presented to the Employer in order to have relevant experience or service recognised.

**40. Time Not Worked / Unauthorised Absence**

The Employee will not be entitled to payment for any period of unauthorised absence.

**41. Higher Duties**

- 41.1 Where an Employee is required to relieve another Employee or act in a role in a higher classification than the one in which they are ordinarily employed for more than 3 consecutive working days they will be paid at the higher classification rate.
- 41.2 Where an Employee is required to relieve another Employee or act in a higher role on a regular basis (e.g. on the same day each week), and where this is evidenced on the roster, after two pay cycles they will be paid at the higher classification rate on each occasion where they act in that higher role. This will apply where the Employee acts in the higher role for full shift or part thereof. The Employer shall not rotate the performance of higher duties so as to avoid payment for performance of the higher duties.
- 41.3 Where the higher duties involve being in charge of the facility the Employee will be paid at the higher rate for each day or shift or part thereof that they are required to act in the role.

**42. Shift Loadings**

- 42.1 Shift loadings may be payable in addition to the Employee's Ordinary Rate. Where more than one

loading could apply then only the highest of those loadings shall apply in lieu of any other loading. Loadings do not apply to overtime.

#### 42.2 Monday to Friday Shift Loadings

- (a) Employees will qualify for the shift loadings as specified in the paragraphs below. Part-time Employees and Casual Employees will qualify for the loadings only where their shifts commence before 6.00 am or finish after 6.00 pm.
- (b) An **afternoon shift** means any shift commencing at or after 10.00am and before 4.00pm the same day. Full-time and part-time Employees working an afternoon shift commencing at or after 10.00am and before 1.00pm will receive a shift loading of 10%. Full-time and part-time Employees working an afternoon shift commencing at or after 1.00pm and before 4.00pm will receive a shift loading of 12.5%.
- (c) A **night shift** means any shift commencing at or after 4.00pm and before 6.00am the following day. Full-time and part-time Employees working a night shift commencing at or after 4.00pm and before 4.00am will receive a shift loading of 15%. Full-time and part-time Employees working a night shift commencing at or after 4.00am and before 6.00am will receive a shift loading of 10%.
- (d) A casual Employee who works an afternoon shift is entitled to be paid a shift loading in addition to the Ordinary Rate, as follows:
  - (i) where the afternoon shift commences at or after 10.00am and before 1.00pm – 35%.
  - (ii) where the afternoon shift commences at or after 1.00pm and before 4.00pm – 37.5%.

Such loadings are inclusive of the Casual Loading.

- (e) A casual Employee who works a night shift is entitled to be paid a shift loading in addition to the Ordinary Rate, as follows:
  - (i) where the night shift commences at or after 4.00pm and before 4.00am – 40%.
  - (ii) where the night shift commences at or after 4.00am and before 6.00am – 35%.

Such loadings are inclusive of the Casual Loading.

#### 42.3 Weekend and Public Holiday Loadings

- (a) Saturday
  - (i) A full-time or part-time Employee is entitled to be paid 150% of the Ordinary Rate for all ordinary hours worked between midnight Friday and midnight Saturday.
  - (ii) A casual Employee is entitled to be paid 175% of the Ordinary Rate for all ordinary hours worked between midnight Friday and midnight Saturday.
- (b) Sunday
  - (i) A full-time or part-time Employee is entitled to be paid 175% of the Ordinary Rate for all ordinary hours worked between midnight Saturday and midnight Sunday.
  - (ii) A casual Employee is entitled to be paid 185% of the Ordinary Rate for all ordinary

hours worked between midnight Saturday and midnight Sunday.

- (c) Public Holiday
  - (i) A full-time or part-time Employee (who is not designated as a 7 day shift worker) who is requested to and works ordinary hours on a public holiday shall be paid at 250% of their Ordinary Rate.
  - (ii) Where an Employee (who is designated as a 7 day shift worker) is requested to and works ordinary hours on a public holiday as set out in clause 49.1 they shall be paid 150% of their Ordinary Rate. No other loading will apply under this arrangement.
  - (iii) Where an Employee (who is designated as a 7 day shift worker) is requested to and works ordinary hours on the additional holiday in clause 49.3, they will be paid 250% of their Ordinary Rate.
  - (iv) A casual Employee who is requested to and works ordinary hours on a public holiday shall be paid at 250% of their Ordinary Rate.
- (d) All weekend and public holiday loadings in this clause are inclusive of the Casual Loading for casual Employees.
- (e) Despite clauses 42.3(a) to 42.3(d) Casual AINs and Nurses (Pre-Registration Training) will be entitled to the following loadings on weekends and public holidays:
  - (i) Ordinary hours worked on a Saturday shall be paid at 187.5% of their Ordinary Rate
  - (ii) Ordinary hours worked on a Sunday shall be paid at 218.75% of their Ordinary Rate
  - (iii) Ordinary hours worked on a public holiday shall be paid at 250% of their Ordinary Rate.
  - (iv) All loadings above are inclusive of the Casual Loading.

### **43. Overtime Rates**

43.1 The rates in this clause apply to overtime. Shift loadings are not payable on overtime.

#### **43.2 Full-time and Part-time Overtime Rates**

- (a) Where a full-time or part-time Employee works overtime at any time Monday to Saturday, the Employee shall be paid:
  - (i) time and one half (150%) the Ordinary Rate for the first 2 hours; and
  - (ii) double time (200%) the Ordinary Rate for all overtime worked thereafter.
- (b) Where a full-time or part-time Employee works overtime at any time on a Sunday or on an ADO, the Employee shall be paid double time (200%) the Ordinary Rate.
- (c) Where a full-time or part-time Employee works overtime on a Public Holiday, the Employee shall be paid double time and one half (250%) the Ordinary Rate.

#### **43.3 Casual Overtime Rates**

- (a) Where a casual Employee works overtime at any time Monday to Saturday, the Employee shall

be paid:

- (i) 150% of the Ordinary Rate for the first 2 hours;
  - (ii) 250% of the Ordinary Rate for all overtime worked thereafter.
- (b) Where a casual Employee works overtime at any time on a Sunday, the Employee shall be paid 250% of the Ordinary Rate.
- (c) Where a casual Employee works overtime on a Public Holiday, the Employee shall be paid 285% of the Ordinary Rate.
- (d) The overtime rates in this clause are inclusive of the Casual Loading.
- (e) Casual AINs and Nurses (Pre-Registration Training).
- (i) Where a casual AIN or Nurse (Pre-Registration Training) works overtime at any time Monday to Saturday, the Employee shall be paid:
    - 187.5% of the Ordinary Rate for the first 2 hours;
    - 250% of the Ordinary Rate for all overtime worked thereafter.
  - (ii) Where a casual AIN or Nurse (Pre-Registration Training) works overtime at any time on a Sunday, the Employee shall be paid 250% of the Ordinary Rate.
  - (iii) Where a casual AIN or Nurse (Pre-Registration Training) works overtime on a Public Holiday, the Employee shall be paid 312.5% the Ordinary Rate.

#### **44. Allowances**

44.1 Details of the monetary values of allowances are included at Appendix B – Allowances.

44.2 Allowances are not payable during periods of leave (paid or unpaid).

44.3 On-call Meal Break Allowance

- (a) See clause 34.4 for On-call allowances.
- (b) Where an Employee is required to be on-call during a meal break they will receive an On-call Meal Break Allowance per meal break as set out in Item 3 of Appendix B, provided that they do not also receive the On-Call Allowances described at clause 34.4 for that period of 24 hours. Where an Employee is recalled to work during a meal break, they will be paid overtime at the relevant overtime rate for the total period of the meal break, as per clause 43 – Overtime Rates.

44.4 In-Charge Allowance

- (a) Where a Registered Nurse is In-Charge, they will be paid an In-Charge Allowance for each shift or part thereof, as set out in Item 4, 5 or 6 of Appendix B, as appropriate.
- (b) A Registered Nurse allocated as In-Charge but who may be referred to as a Team Leader (however titled) will be recognised and paid as In-Charge (except in the context of the team nursing model or where the Employee is permanently appointed as a Team Leader (however titled) and paid accordingly).

- (c) Employees are not entitled to the In-Charge Allowance where they are classified as a Director of Clinical Services or Assistant Director of Clinical Services.
- (d) Prior to allocating a new graduate nurse as In-Charge, the following will be considered:
  - (i) complexity and acuity of the ward/unit/facility;
  - (ii) level of appropriate RN, clinical support, mentorship and advice readily available; and
  - (iii) the level of experience and individual capability of the new graduate nurse.

The new graduate can refuse the In-Charge responsibility where they do not feel it is safe practice.

#### 44.5 Laundry Allowance

- (a) Where the Employer does not launder the required uniforms a laundry allowance will be payable to Employees, as set out in Item 7 of Appendix B.
- (b) Part-time and casual Employees will be entitled to be paid the laundry allowance on a pro-rata basis, based on their ordinary hours worked.

#### 44.6 Travel Expenses and Motor Vehicle Allowance

- (a) Where an Employee is required to travel in the course of their duties the Employer will meet the cost of the travel by providing the appropriate transport or by reimbursing the Employee who will provide receipts or other suitable evidence.
- (b) The Employer will also reimburse reasonable travel expenses such as meals and accommodation incurred when the Employee is required to travel for their work.
- (c) Where an Employee is required and authorised to use their own motor vehicle in the course of their duties they will be paid an allowance per kilometre, as set out in Item 8 of Appendix B.

#### 44.7 Meal Allowance during Overtime

For meal allowances payable during overtime, refer to clause 33.5(a)(ii).

#### 44.8 Telephone Allowance

The Employer will reimburse any additional costs or expenses incurred by the Employee in the use of telephones when the Employee is placed on-call.

#### 44.9 Qualification Allowance

- (a) Employees employed in the following classifications may be entitled to be paid a Qualification Allowance:
  - (i) Registered Nurse/Midwife;
  - (ii) Clinical Nurse/Midwife Specialist;
  - (iii) Clinical Nurse/Midwife Educator; and

- (iv) Nursing/Midwifery Unit Manager.
- (b) The Employee will be entitled to be paid a Qualification Allowance when:
  - (i) The Employee holds a qualification in a clinical field which is considered by the Employer to be directly relevant to the competency and skills used in the duties of their position;
  - (ii) The qualification is from a recognised educational institution;
  - (iii) The Employee has provided evidence to the employer of holding the qualification; and
  - (iv) The Employee is available to work, competent to work, rostered to work and the qualification or skill is being utilised.
- (c) The qualifications which are eligible for a Qualification Allowance are listed at Appendix C.
- (d) The following qualifications will be paid as Qualification Allowance Level 1, as set out in Item 10 of Appendix B:
  - (i) Post-registration hospital certificate;
  - (ii) Post-graduate certificate; and
  - (iii) Post-graduate diploma.
- (e) The following qualifications will be paid as Qualification Allowance Level 2, as set out in Item 11 of Appendix B:
  - (i) Degree (other than an undergraduate nursing degree);
  - (ii) Masters Degree; and
  - (iii) Doctorate.
- (f) The Employer will review the Employee's eligibility to be paid the Qualification Allowance annually.
- (g) Where an Employee holds more than one relevant qualification they are entitled to be paid only one Qualification Allowance, whichever is the highest value or most relevant as appropriate to their role.
- (h) Part-time Employees will be entitled to be paid the Qualification Allowance on a pro-rata basis, based on their ordinary hours worked.
- (i) Casual Employees are not entitled to be paid a Qualification Allowance.

#### 44.10 Lead Apron Allowance

Where an Employee is required wear a lead apron, they will receive a Lead Apron Allowance for each hour or part of an hour so working, as set out in Item 12 of Appendix B. If an Employee has safety concerns in relation to wearing the Lead Apron, they should raise these with their manager who will discuss these concerns and, if necessary, make reasonable adjustments.

## **45. Superannuation**

### **45.1 Employer Contributions**

- (a) The Employer will make the mandatory contributions to the Employee's nominated superannuation fund in accordance with the requirements of the *Superannuation Guarantee (Administration) Act 1992* (Cth).
- (b) The Employee can nominate a complying fund of their choice into which the Employer will make the contributions. If the Employee does not nominate a fund, the Employer will make contributions into the Employee's existing fund. If the Employee does not have an existing fund, the Employer will make contributions into a Superannuation Fund that includes a "MySuper" product. The default fund is the Hospital Employees' Superannuation Trust Australia (HESTA).
- (c) Employer and additional Employee contributions will be made monthly, within 28 days of the last day of the month.
- (d) Details of the contributions will be included on the Employee's pay advice.

### **45.2 Employee Contributions**

- (a) In addition to the Employer contributions, the Employee may authorise the Employer in writing to pay a specified amount of their wages on their behalf into their nominated superannuation fund.
- (b) The Employee must make the authorisation before the relevant wage period begins and must specify the period for the additional contributions or that the arrangement is ongoing.
- (c) The Employer will make the authorised contributions on the Employee's behalf within 14 days of the authorisation by the Employee and the next relevant pay cycle.
- (d) The Employee may vary or cancel their additional contributions by providing a written authorisation before the relevant wage period begins and the Employer will alter the contribution amount within 14 days of the authorisation by the Employee and the next relevant pay cycle.
- (e) The Employee may salary package their additional superannuation contributions. See clause 46 – Salary Packaging.

### **45.3 Financial Wellness Sessions**

Health Facilities will support Employee education sessions about financial wellness and retirement planning delivered by reputable superannuation providers (e.g. HESTA).

## **46. Salary Packaging**

- 46.1 Salary packaging is the sacrifice or substitution of the costs of a benefit from the pre-tax salary of an Employee, thereby reducing the taxable total and the amount of tax paid in turn. The cost to the Employer will be no greater than if all entitlements had been taken as PAYG equivalent salary.
- 46.2 The Employer may offer salary packaging arrangements to Employees. The Employer will offer only salary packaging arrangements whereby the Employee would be better off than if they had not entered into the arrangement.

- 46.3 Salary packaging arrangements are available to permanent Employees and are not available to casual Employees or fixed term Employees whose contracts are for a duration of less than 1 year.
- 46.4 Employees are not compelled to enter into any salary packaging arrangements.
- 46.5 The Employer will provide the Employee with details of any salary packaging arrangements in writing. The Employee can review the arrangements at any time.
- 46.6 The Employer will ensure that any salary packaging arrangements comply with taxation laws and other relevant legislation.
- 46.7 The Employer will calculate their mandatory Superannuation Guarantee Contribution on the Employee's agreed salary before the application of any salary packaging arrangements.
- 46.8 Allowances, loadings, overtime and payment for "cashing out" of unused leave entitlements will be calculated on the Employee's agreed salary before the application of any salary packaging arrangements.
- 46.9 A salary packaging arrangement will remain in force for the period agreed between the Employer and the Employee.
- 46.10 Where the salary packaging arrangement is agreed to be ongoing either party can change or terminate the arrangement with one month's notice. The notice period may not apply if the change or termination is due to a change in legislation or salary.
- 46.11 Where the employment is terminated the salary packaging arrangement will automatically be cancelled at the date of termination and all benefits not paid before this date will be treated as salary and paid in the Employee's final pay with the appropriate tax deducted. At the end of the relevant tax year (financial year or Fringe Benefit Tax year) any amount allocated to a specific benefit but not used will be paid as salary with the appropriate tax deducted.
- 46.12 Where there is any shortfall calculated in the end of year tally up, the Employee will authorise the Employer to deduct the shortfall from their pay.
- 46.13 Where any legislative changes result in any increase in the cost of providing an option to salary packaging, the Employer reserves the right to terminate the arrangement or the Employer may offer that the Employee shall bear the extra cost or the Employee can elect to terminate the arrangement.

## PART 7 – LEAVE AND PUBLIC HOLIDAYS

### 47. Annual Leave

- 47.1 Employees are entitled to annual leave in accordance with the NES. This clause provides an explanation of the NES entitlements to annual leave for Employees other than Casual Employees, and additional leave entitlements.
- 47.2 Employees (other than Casual Employees) will accrue 4 weeks of annual leave progressively over a year of continuous service (**Annual Leave**). Annual Leave accrues from year to year, and is paid out on termination of employment.
- 47.3 A full-time Employee or a part-time Employee can accrue additional days of annual leave (**Extra Annual Leave**) as follows:

Number of ordinary shifts rostered on a Sunday or Public Holidays in a qualifying period:	Extra Annual Leave
Less than 4 shifts	nil
At least 4 and up to 10 shifts	1 day
At least 11 and up to 17 shifts	2 days
At least 18 and up to 24 shifts 18	3 days
At least 25 and up to 31 shifts	4 days
32 shifts or more	5 days

For the purpose of this clause:

- (a) qualifying period means the 12 months preceding an Employee's anniversary of commencement; and
- (b) the Extra Annual Leave (if applicable) will be credited to the Employee at the anniversary date of the Employee's commencement.
- 47.4 7 Day Shift Worker Annual Leave
- (a) A 7 day shift worker means a full time or part time Employee who is regularly rostered for duty over 7 days of the week Monday – Sunday and whose ordinary hours of work regularly include weekends. For the purpose of the NES, a shift worker is a 7 day shift worker as defined in this clause.
- (b) An Employee designated by the Employer as a 7 day shift worker will accrue an additional 2 weeks of Annual Leave (7DSW Annual Leave) per year of continuous service.
- (c) 7DSW Annual Leave accrues progressively over a service year.
- 47.5 Designation as a 7 day shift worker
- (a) An Employee who meets the definition of a 7 day shift worker will be designated as such by the Employer, and will thereafter accrue 7DSW Annual Leave.
- (b) An Employee cannot be designated as a 7 day shift worker if:
- (i) they do not make themselves available to work on each of the 7 days of the week (for example, they are permanently unavailable on one or more days per week); or

- (ii) they are employed in a role that does not require them to work ordinary hours on all 7 days of the week.
- (c) For the purposes of the designation as a 7 day shift worker, the following shall be taken into account:
  - (i) “regularly rostered for duty over 7 days of the week Monday – Sunday”, means:
    - the Employee is expected to work, and is available to work, ordinary hours on every day of the week; and
    - it is expected that the Employee will be regularly rostered to work ordinary hours on every day of the week. That is, an Employee is expected to work:
      - A. ordinary hours on all 7 days of the week; and
      - B. ordinary hours at on least 5 of those 7 days at least 24 times per year.
  - (ii) “ordinary hours of work regularly include weekends”, means:
    - the Employee is expected to work, and is available to work, ordinary hours on weekends; and
    - it is expected that the Employee will be regularly rostered to work ordinary hours on the weekend. That is, an Employee is expected to work ordinary hours on 24 weekends (Saturday and/or Sunday) per year.
- (d) The Employee’s past pattern of work over the 3 month period preceding the Designation Review is relevant as a guide as to whether the Employee will be regularly rostered for duty on all 7 days of the week and their ordinary hours of work will include weekends. That is, it will be a good indication that the Employee is unlikely to meet the definition of a 7 day shift worker if, over the 3 month period preceding a Designation Review, the Employee has not worked ordinary hours:
  - (i) on all 7 days of the week; and
  - (ii) on at least 6 out of 13 occasions on at least 5 days of the week; and
  - (iii) on at least 6 weekends.
- (e) Designation Review
  - (i) A Designation Review will be conducted to determine whether an Employee meets the definition of a 7 day shift worker.
  - (ii) A Designation Review can be undertaken at any time, either upon an Employee’s request, or at the Employer’s discretion.
  - (iii) Other than as provided below, the outcome of a Designation Review operates prospectively only, that is:
    - an Employee who is newly designated as a 7 day shift worker will start accruing 7DSW Annual Leave from the first pay period after the Designation Review; and
    - an Employee who ceases to be designated as a 7 day shift worker will stop

accruing 7DSW Annual Leave from the first pay period after the Designation Review with no impact to their annual leave balance.

- (f) Employees employed before the Commencement Date of the Agreement:
- (i) An Employee who has been accruing 7 day shift worker leave immediately prior to the Commencement Date:
    - will automatically be designated as a 7 day shift worker, and will continue to accrue 7DSW Annual Leave from the Commencement Date;
    - will undergo an Interim Designation Review will at or around 6 months after the Commencement Date and, if the Interim Designation Review concludes that the Employee does not meet the definition of a 7 day shift worker, the Employee will, despite the outcome, continue to accrue 7DSW Annual Leave until 12 months after the Commencement Date.
    - may, at any time, request changes to their work patterns in order to satisfy the 7 day shift worker definition.
    - will undergo a further Designation Review before the anniversary of the Commencement Date and if the further Designation Review concludes that the Employee does not meet the definition of a 7 day shift worker, the Employee will stop accruing 7DSW Annual Leave from 12 months after the Commencement Date.
  - (ii) All other Employees will undergo a Designation Review within 3 months of the Commencement Date. If the outcome of the Review is that the Employee is designated as a 7 day shift worker, the Employee will accrue 7DSW Annual Leave and the date of the designation will be backdated to the Commencement Date.
  - (iii) Despite any of the above, if an Employee cannot be designated as a 7 day shift worker due to the circumstances described in clause 47.5(b), the Employee will immediately cease to accrue 7DSW Annual Leave.
- (g) The Employer will make a New Starter Designation for new Employees at the time they commence employment. New Starters will undergo a Designation Review within 3 months of commencing employment. To avoid doubt, if the new Employee is designated as a 7 day shift worker, the Employee will accrue 7DSW Annual Leave from the next pay period after the Designation Review only.
- 47.6 An Employee who accrues any amount of additional Annual Leave may agree in writing with Ramsay to be paid an amount equivalent to the value of the additional Annual Leave in lieu of taking the additional leave. Employees must opt into the arrangement once only in a year, and that agreement must apply for at least a 12 month period.
- 47.7 Where staff may celebrate cultural or religious days of observance, which do not coincide with existing public holidays, their requests for annual leave on these days will not be unreasonably refused.
- 47.8 Employees must apply for annual leave in advance, and are encouraged not to make any bookings until that leave has been approved. Approval shall not be unreasonably withheld, subject to operational requirements. Employees can take Annual Leave in one or more parts including single days subject to agreement being reached between them and the Employer.

47.9 An Employee shall not be regarded as on annual leave where:

- (a) a public holiday falls during the period in which an Employee would otherwise be on annual leave, in which case the public holiday shall not count as a day of annual leave and the Employee's annual leave balance shall not be reduced by that day or part-day public holiday; or
- (b) the Employee is taking any other period of approved leave (except Parental Leave). For example, if an Employee suffers illness during the period of Annual Leave and satisfies the eligibility requirements for taking paid Personal/Carer's Leave; or where the Employee is required to undertake activities which can be considered Community Service Leave (see clause 52) and this is supported by documentary evidence.

47.10 Response to Annual Leave Requests

Ramsay will respond to requests for annual leave within 14 days of the approving manager receiving the application form. Where the Employee is requesting to take leave during a high demand period (e.g. School Holidays, Christmas, Easter etc.) this timeframe can be extended to allow the approving manager appropriate time to consider leave requests from all Employees to ensure equity of access and ability to maintain appropriate staffing levels through that period (where practicable within 6 weeks of application). Employees will be advised of the process used and timeframes to approve leave in high demand periods, that will ensure equitable allocation and timely approval.

47.11 Payment

- (a) Payment for all Annual Leave (i.e. including Extra Annual Leave and 7DSW Annual Leave) will be at the Employee's Ordinary Rate for the ordinary hours during the period. In the case of a part-time Employee, ordinary hours of work are the rostered hours per clause 14.1.
- (b) In addition to the Ordinary Rate for the ordinary hours of work during a period of Annual Leave, and in respect of Annual Leave and Extra Annual Leave (i.e. not 7DSW Annual Leave or Purchased Annual Leave), an Employee is entitled to be paid:
  - (i) a loading of 17.5% of ordinary pay for the period of Annual Leave taken; or
  - (ii) The value of the shift loadings that would have applied to the ordinary hours in the period of Annual Leave and/or Extra Annual Leave. The ordinary hours in the period of leave will be based on the actual or projected roster. Where the actual or projected roster is not available (or on cashing out or termination of employment), the value of the shift loadings shall be calculated by taking the weekly average of shift loadings (not including public holiday shift loading) over the 12 week period preceding the period of leave.  
  
whichever is higher.
  - (iii) Annual leave loading is not payable on Annual Leave taken in advance.
- (c) Payment for Annual Leave will be made on the usual pay date(s) in the payroll cycle. An Employee may request in writing to be paid in advance and Ramsay shall not unreasonably refuse such a request.
- (d) Annual Leave shall be debited from an Employee's balance prior to any Additional Annual Leave. This is to provide clarity in relation to periods of leave where an Annual Leave loading is payable and where no loading is payable.

47.12 Payment on Termination

- (a) On termination of employment for any reason, Ramsay shall pay a full-time or part-time Employee all of their accrued Annual Leave and any Additional Annual Leave as if a period of such leave commenced on the day immediately after the date of termination of employment.
- (b) In any circumstances where a full-time or a part-time Employee ceases employment at a time when they have a negative Annual Leave balance (i.e. the Employee has taken more Annual Leave than they have accrued), Ramsay may deduct the value of that negative leave balance from any other amount payable to the Employee on termination of employment.

47.13 Close Down

- (a) Ramsay may roster or otherwise direct an Employee take a period of Annual Leave where a Health Facility, or area or department shall close or is expected to experience a period of low activity and/or downtime (e.g. late December and the New Year period, Easter).
- (b) Ramsay shall consult with the Employee regarding the taking of a leave entitlement during a period of close down. When a mutual agreement cannot be reached, the Employer may direct the Employee to take leave, provided the Employee is given at least 2 months' notice in writing from the date upon which the leave is to commence.
- (c) Where an Employee who is directed to take Annual Leave in accordance with this clause does not have a sufficient entitlement to paid Annual Leave (or Additional Annual Leave) the Employee may take Annual Leave in advance or may elect to take another form of leave including leave without pay, or any entitlement to Banked Ordinary Hours, Time Off in Lieu or Accrued Days Off. Ramsay shall consider requests from Employees for redeployment wherever practicable to do so.

47.14 Excessive Leave

Where an Employee has an excessive annual leave balance (defined as more than 6 weeks or 30 days), the Employee and/or Ramsay will seek to confer with the other and genuinely try to reach agreement on how to reduce or eliminate the excessive leave balance. Following this, Ramsay may direct the Employee in writing to take annual leave of at least 1 week or more, provided the Employee retains a balance of at least 4 weeks (20 days) after the period of excess annual leave is taken. Ramsay and the Employee shall discuss and reach agreement in writing on a date for the period of excess annual leave to commence, however if no agreement is reached then the Health Facility may give at least 2 months' notice of the date a period of excess annual leave is to commence.

47.15 Cashing out of Annual Leave

- (a) An Employee may request in writing to be paid a specific amount in lieu of taking a period of Annual Leave or Additional Annual Leave ("cashing out") subject to this clause.
- (b) The Employee must have a balance of at least 4 weeks' Annual Leave and Additional Annual Leave (combined) after the cashing out occurs.
- (c) The Employee may make such a request in writing no more than once in a year.
- (d) Cashing out of Annual Leave or Additional Annual leave shall be paid on the same basis as if the Employee had commenced a period of Annual Leave or Additional Annual Leave.

47.16 Annual Leave at Half Pay

Employees may be able to take Annual Leave at half pay. Annual Leave may be taken at 50% of an Employee's Ordinary Rate, thereby increasing the period of paid leave which can be taken. (e.g. an Employee who has an accrual of 2 weeks paid Annual Leave may apply for 4 weeks paid Annual Leave at half pay). Applications will be considered by the relevant manager according to the needs of the business.

47.17 Ramsay Purchased Leave Program

Employees may participate in the Ramsay Purchased Leave Program to access an additional 2, 3 or 4 weeks annual leave (Purchased Leave) per year and receive proportionately less pay each pay period throughout the year.

**48. Personal/Carer's Leave**

48.1 Employees (other than Casual Employees) are entitled to 10 days (i.e. 76 hours for a full-time employee) of paid personal/carers' leave for each completed year of continuous service which shall accrue progressively.

48.2 Eligibility to access paid personal/carers' leave will be in accordance with the NES. As a guide, personal leave may be accessed where the Employee is not fit for work because of a personal illness or injury affecting the Employee, while carers' leave may be accessed where the Employee is required to provide care or support to a member of the Employee's immediate family or a member of the Employee's household who requires care or support because of a personal illness or injury affecting the member or an unexpected emergency affecting the member.

48.3 Personal/carers' leave accrues from year to year, but will not be paid out on termination of employment.

48.4 Where a public holiday falls during the period in which an Employee would otherwise be on paid personal/carers' leave, the Employee will not have any deduction of their paid personal/carers' leave balance for that day or part-day which is a public holiday.

48.5 Any unpaid personal/carers' leave shall be in accordance with the NES.

48.6 Notifications and Evidence

(a) An Employee must make all reasonable efforts to advise their manager of any absence due to personal/carers' leave as soon as is practicable. Employees should consider the smooth operation of the business and provide notification prior to the start of a normal work day/shift where possible. Employees must also advise how long the expected period of absence will be.

(b) Employees will complete a Personal/Carers' Leave request on their return to work, for authorisation by the Employer.

(c) Ramsay may require the Employee to provide reasonable evidence of their reason or eligibility for taking personal/carers' leave for periods of more than two consecutive working days, six aggregate days in a 12 month period, or on request. Ramsay may request a medical certificate or statutory declaration of the Employee's or family member's illness or injury at their discretion. Where such evidence is not provided, Ramsay may not pay the Employee for the relevant period of paid personal/carers' leave.

(d) Where an Employee has excessive absences or a pattern of absences the Employer may request that a medical certificate or equivalent evidence is provided for each absence

(including absences of one day).

#### **49. Public Holidays**

- 49.1 An Employee, other than a Casual Employee, shall be entitled to the following public holidays without loss of ordinary pay: New Year's Day, Good Friday, Easter Saturday, Easter Monday, Christmas Day and Boxing Day, Australia Day, ANZAC Day, Queen's Birthday, Labour Day; and any other day which by Act of Parliament or State Proclamation is declared a public holiday in NSW.
- 49.2 However, any day declared under the *Public Holidays Act 2010* (NSW) to be a "substituted day" for a public holiday referred to in clause 49.1 shall be in substitution for that holiday.
- 49.3 Employees are entitled to one additional holiday day each year, as follows:
- (a) where a public holiday is declared and duly gazetted in NSW, or a NSW region, or prescribed on days other than those set out in this clause, that day/s shall be considered the additional holiday for the purpose of this Agreement for Employees located in NSW or the region where the public holiday applies; or
  - (b) Ramsay may allocate the additional holiday on either the August Bank holiday, or a day between Christmas and New Years Eve (that is not already a holiday); or
  - (c) Ramsay may reach agreement with an Employee, or a group of Employees, on the day to be observed as the additional holiday.
- 49.4 Ramsay and an Employee, or any group of Employees, may agree to substitute any day for any prescribed as a public holiday in this clause.
- 49.5 Employees and Ramsay acknowledge that it is necessary for the continuing operations of a Health Facility that an adequate number of Employees are rostered to work on each day and shift, including on a public holiday.
- 49.6 Ramsay may roster an Employee to work on a public holiday. A roster that includes a shift on a public holiday for an Employee is a request by Ramsay for the Employee to work that shift.
- 49.7 An Employee who has been rostered to work on a public holiday and works that shift shall be paid at the appropriate loading in accordance with clause 42 (Shift Loadings).
- 49.8 An Employee who has been rostered to work on a public holiday may refuse to work that shift if it is not reasonable for the Employee to work on the public holiday. Ramsay may then consult with the Employee as to whether it is reasonable or unreasonable for the Employee to work on the public holiday and shall:
- (a) make alternative roster arrangements if it is agreed that it is unreasonable for the Employee to work on the public holiday; or
  - (b) direct the Employee to work on the public holiday if it is reasonable to do so.
- 49.9 Where a Public Holiday falls on a rostered day off for a full-time shift worker who is not a 7 day shift worker, such Employee shall receive an additional 7.6 hours pay at the Ordinary Rate.
- #### **50. Parental Leave**
- 50.1 In addition to the entitlements outlined below, Employees are entitled to unpaid parental leave and related entitlements in accordance with the NES.

## 50.2 Ramsay Parental Leave Pay

- (a) Employees (other than Casual Employees) with at least 12 months continuous service and who take unpaid parental leave in accordance with the NES are eligible for payment during that period of leave, as follows:
  - (i) Where the Employee is the primary carer (being the parent who takes parental leave at the time of the relevant birth or adoption to primarily care for the child), up to 12 weeks of Parental Leave Pay. Employees may elect to be paid their Parental Leave Pay at half pay, thereby receiving their Parental Leave Pay for up to a 24 week period.
  - (ii) Where the Employee is not the primary carer, up to 2 weeks of Parental Leave Pay. This Parental Leave Pay is available to the Employee within the first 4 weeks of the relevant birth or adoption. An Employee who is receives Parental Leave Pay as a non-primary carer may not subsequently receive Parental Leave Pay as a primary carer.
- (b) The total of Parental Leave Pay is payable per family, regardless of whether or not one or both parents work for Ramsay Health Care. The entitlement to Ramsay Parental Leave Pay for an Employee is reduced by any period of parental leave payment received by the Employee's spouse or de facto partner in relation to the same birth or adoption.
- (c) Parental Leave Pay will be paid at the Employee's Ordinary Rate for the Employee's ordinary hours of work in the period. Parental Leave Pay will commence at the same time as the unpaid parental leave.
- (d) Employees may elect to be paid their Parental Leave Pay at half pay. For example, an Employee who is eligible for 12 weeks Parental Leave Pay may take 24 weeks Parental Leave Pay at half pay.

## 50.3 Australian Government Parental Leave Pay

- (a) Eligible employees who are the carer of a newborn or newly adopted child can receive Parental Leave Pay under the Australian Government Parental Leave Pay scheme.
- (b) The Australian Government Parental Leave scheme is managed by Services Australia.
- (c) The Australian Government Parental Leave Pay scheme does not affect an Employee's entitlements to Ramsay Parental Leave Pay under this Agreement.

50.4 Employees with less than 12 months' continuous service may negotiate a period of Leave Without Pay (see clause 55 – Leave Without Pay).

## 51. **Compassionate Leave**

51.1 Employees (full-time and part-time) are entitled to 2 days of paid Compassionate Leave for each occasion when:

- (a) a member of the Employee's immediate family or a member of the Employee's household contracts or develops a personal illness, or sustains a personal injury, that poses a serious threat to their life, or dies; or
- (b) a child is stillborn, where the child would have been a member of the Employee's immediate family or a member of the Employee's household, if the child had been born alive; or
- (c) the Employee or the Employee's spouse or de facto partner, has a miscarriage (other than

where the miscarriage results in a stillborn child or in relation to a former spouse or de facto partner).

- 51.2 Employees will notify the employer of the need to take Compassionate Leave as soon as is practicable. Employees should consider the smooth operation of the business and provide notification prior to the start of a normal work day/shift where possible. Employees must also advise how long the expected period of absence will be.
- 51.3 Employees will complete a Compassionate Leave request on their return to work, for authorisation by the Employer.
- 51.4 For absences of more than 2 days, the Employer may request evidence of the need for Compassionate Leave at their discretion.
- 51.5 Requirement for Compassionate Leave in excess of entitlements

Where an Employee needs to take additional Compassionate Leave, the period of absence will be unpaid (Leave Without Pay). Except where the Employee prefers and where the Employer agrees, any paid leave entitlement may be utilised to cover the period of leave.

## **52. Community Service Leave**

- 52.1 Employees are entitled to be absent from work in order to engage in an eligible community service activity. Reasonable periods for travelling and rest time relating to these activities are also allowable, provided they are reasonable in all the circumstances.
- 52.2 Eligible community service activities are:
- (a) Jury Service (including attendance for Jury selection); or
  - (b) Witness Service - Acting as a witness in a legal trial; or
  - (c) A voluntary emergency management activity, i.e. dealing with an emergency or natural disaster as a member of a recognised emergency management body (e.g. Country Fire Authority, Red Cross, State Emergency Service etc.).
- 52.3 Notifications and Evidence
- (a) Employees will notify their manager of the need to take Community Service Leave as soon as is practicable. In the case of a voluntary emergency management activity this may be after the absence has started. In the case of Jury Service or Witness Service this should be as soon as the Employee receives their summons to attend Jury Service or to provide evidence as a witness. Employees must also advise how long the expected period of absence will be.
  - (b) Applications should be made to the relevant manager and evidence should also be supplied.
  - (c) For applications in advance, Employees should provide a Summons or Court Notification. Following completion of the Community Service activity, Statements of Service which confirm attendance and service and which are provided by the court or emergency management body should be provided to the Employer.
- 52.4 Requesting to be excused from Jury Service

Where the Employer believes that allowing the Employee to perform their Jury Service will cause hardship or loss of business to the company, following discussions with the Employee, the Employer

may request that the Employee applies to be excused from performing Jury Service. However, the Employer is committed to supporting the legal process and as such, every endeavour should be made to allow Employees to perform their civic duty.

#### 52.5 Payment for Jury Service

- (a) Employees are entitled to payment while performing Jury Service in accordance with the NES and this clause.
- (b) Full-time and part-time Employees will be paid up to 10 days' pay at the Employee's Ordinary Rate based on their usual ordinary hours. Where additional paid time is required this will be at the discretion of the Employer but will not be unreasonably refused.
- (c) Where an Employee is entitled to a Jury Service payment from the court, and payment has been provided by the Employer, the Employee will claim the payment in full and all entitlements and reimburse the amount to the Employer.

#### 52.6 When not empaneled on a Jury for a particular day

Where an Employee has attended the court for Jury Service in the morning and is subsequently not empaneled on a Jury for that day, the Employee is not required to attend work later that same day. If the Employee has been rostered off due to Jury Service and is unable to attend work due to the revised roster, the approved leave will apply.

### 53. Long Service Leave

53.1 Long Service Leave provisions will be in accordance with the *Long Service Leave Act 1955 (NSW)*.

53.2 For an entitlement to Long Service Leave prior to 20 February 1981, see *Long Service Leave Act 1955 (NSW)*.

#### 53.3 Entitlement and Eligibility

- (a) Permanent Employees will be entitled to 2 month's paid Long Service Leave upon completion of 10 years of continuous service with the employer.
- (b) In this clause, **1 month** means 4 $\frac{1}{3}$  weeks.
- (c) Where an Employee has achieved their first entitlement to Long Service Leave, they continue to accrue Long Service Leave in relation to any subsequent service, and they will be entitled to a further 1 month's paid Long Service Leave upon completion of a total of 15 years of continuous service with the Employer and a further 1.5 months paid Long Service leave following each 5 further years of continuous service.
- (d) Part-time Employees are entitled to Long Service Leave on a pro-rata basis in accordance with clause 53.6 (Long Service Leave for Part time Employees).
- (e) Long Service Leave does not accrue during periods of unpaid leave (such as Parental Leave and Community Service Leave). However, these periods of authorised unpaid leave do not break the Employee's Continuity of service.
- (f) Employees are not taken to be on Long Service Leave and so shall not have their Long Service Leave entitlement deducted where:
  - (i) A public holiday (on a day which the Employee would otherwise work) falls within a

period of Long Service Leave;

- (ii) A period of any other paid or unpaid leave (except unpaid Parental Leave) is substituted for the period of Long Service Leave. (e.g. Where the Employee suffers illness during the period of Long Service Leave and therefore can be considered to be on Personal/Carer's Leave and this is supported by the appropriate evidence; or where the Employee is required to undertake activities which can be considered Community Service Leave (see clause 52 – Community Service Leave) and this is supported by documentary evidence.)

#### 53.4 Payment for Long Service Leave

- (a) The Employee is entitled to payment for Long Service Leave at the Ordinary Rate.
- (b) Payment for Long Service Leave will be made upon commencement of the period of Long Service Leave but can be paid in the normal payroll cycle if requested in writing by the Employee.

#### 53.5 Accessing pro rata Long Service Leave

- (a) An Employee with at least five years' continuous service shall be entitled to access pro rata Long Service Leave.
- (b) This access after 5 years can only be granted by Employee request, i.e. the Employer cannot direct the Employee to take pro-rata long service leave.
- (c) Where an Employee with at least 5 years' continuous service dies whilst still in employment, payment in lieu of the pro-rata Long Service Leave not taken will be made to the Employee's beneficiary.

#### 53.6 Long Service Leave for Part-time Employees

- (a) Any period of part-time employment will be credited based on the hours worked on the basis of the proportion that the hours worked per week bears to 38 hours.
- (b) Part-time Employees will be paid for Long Service Leave based on their average ordinary hours.

#### 53.7 Taking Long Service Leave

- (a) Employees should apply in writing to take Long Service Leave, following Ramsay policies and procedures and providing a minimum of 8 weeks' notice.
- (b) The Employer may request increased notice in cases where replacement staff will be required.
- (c) The Employer will respond to an Employee's request within 28 days and will consider the Employee's personal needs and commitments and the needs of the Health Facility when considering approval of such leave.
- (d) Long Service Leave can be taken as one continuous period or as separate periods by agreement with the Employer.
- (e) The Employee and the Employer will cooperate in coordinating leave periods which suit the Employee's personal needs and commitments and the needs of the business.

**53.8 Employer Request to Take Long Service Leave**

The Employer will consult with the Employee regarding the taking of leave. When a mutual agreement cannot be reached, the Employer may direct the Employee to take Long Service Leave provided the Employee is given at least 2 months' notice from the date upon which the leave is to commence.

**53.9 Additional Long Service Leave**

- (a) Employees may take additional Long Service Leave on reduced pay by agreement with the Employer. Any amounts of Long Service Leave may be taken at 50% of an Employee's Ordinary Rate, thereby increasing the period of paid leave which can be taken. For example an Employee who is eligible to 13 weeks paid Long Service Leave may apply for 26 weeks paid Long Service Leave at half pay.
- (b) An application for additional Long Service Leave will be made in writing by the Employee and the Employer will consider the Employee's personal needs and commitments and the needs of the business.

**54. Study Leave**

54.1 Employees who are studying a subject relating directly to their role may be able to receive support in the form of Study Leave which may be paid or unpaid.

54.2 Applications for Study Leave must be made in writing to the Employer who will consider each application considering:

- (a) the available budget;
- (b) the benefits to the Employee; and
- (c) the benefits to the business.

**55. Leave Without Pay**

55.1 Employees can request periods of Leave Without Pay.

55.2 Employees should apply in writing for Leave Without Pay outlining all of the details surrounding the application including the expected period of absence and reasons for the request.

55.3 Employees should provide as much notice as is reasonably possible and the Employer may request increased notice periods if relevant.

55.4 The Employer will respond to applications for Leave Without Pay considering the Employee's personal needs and commitments and the needs of the business.

55.5 No payment will be made for Employees who are absent from work on Leave Without Pay. The accrual of other paid leave entitlements (e.g. Annual Leave, Personal/Carer's Leave, Long Service Leave) will cease during the period of Leave Without Pay. Periods of approved Leave Without Pay are not considered to break Continuous Service.

**56. Paid Natural Disaster Leave**

56.1 Natural Disaster Leave is paid leave for permanent Employees who are affected directly and personally by declared natural disasters such as bush fires and floods and who are unable to attend

the workplace.

- 56.2 Permanent Employees are entitled to up to five (5) days' paid leave per occasion at the Ordinary Rate for the shift they would otherwise have worked on that day.
- 56.3 Any further leave required may be requested to be taken from the Employee's Annual Leave balance or, if agreed, it may be approved Leave Without Pay .
- 56.4 Natural Disaster Leave is not cumulative.
- 56.5 Notice and Evidence Requirements:
- (a) Employees must give notice to their manager of their request to take Natural Disaster Leave as soon as reasonably practicable (which may be at a time before or after the leave has started) that the Employee is (or will be) absent from their employment;
  - (b) Employees may be required to provide their manager with reasonable evidence to support their application to access Natural Disaster Leave. Such evidence may include, but is not limited to, confirmation an event has been declared as a natural disaster or confirmation from a regulatory body such as Roads and Maritime Services or the State Emergency Service of, for example, a road closure.

**57. Leave and Support to Deal with Family and Domestic Violence**

- 57.1 The NES provides for 10 days of paid Family and Domestic Violence Leave for all Employees (including casual Employees) per year of service.
- 57.2 An Employee may take paid Family and Domestic Violence Leave if:
- (a) the employee is experiencing family and domestic violence; and
  - (b) the employee needs to do something to deal with the impact of the family and domestic violence; and
  - (c) it is impractical for the employee to do that thing outside the employee's work hours.
- 57.3 Leave under this clause can be accessed for the purpose of:
- (a) attending legal proceedings, counselling, appointments with a medical or legal practitioner;
  - (b) relocation or making other safety arrangements; or
  - (c) other activities associated with the experience of family and domestic violence.
- 57.4 This leave will be in addition to existing leave entitlements, may be taken as consecutive or single days or as a fraction of a day.
- 57.5 Upon exhaustion of the leave entitlement in clause 57.1, Employees will be entitled to take up to 10 days or more unpaid family and domestic violence leave per year of service.
- 57.6 Notice and Evidence Requirements
- (a) The Employee shall give the Employer notice as soon as reasonably practicable of their request to take leave under this clause, which may be after the time the leave has started.
  - (b) If required by the Employer, the Employee must provide evidence that would satisfy a

reasonable person that the leave is for the purpose as set out in clause 57.2. Such evidence may include a document issued by the police service, a court, a health professional, a family violence support service, a lawyer, a financial institution, an accountant, or a statutory declaration.

- (c) The Employer must ensure that any personal information provided by the Employee to the Employer concerning an Employee's experience of family and domestic violence is kept confidential. Information will not be kept on an Employee's personnel file.

#### 57.7 Measures to Support Employees

- (a) In order to provide support to an Employee experiencing family and domestic violence and to provide a safe work environment to all Employees, Ramsay will approve any reasonable request from an Employee experiencing family and domestic violence for:
  - (i) changes to working times and/or location;
  - (ii) changes to telephone numbers and/or email addresses, and
  - (iii) any other appropriate measure
- (b) Such Employee will also be offered assistance through the Employee Assistance Program (EAP).

## PART 8 – OTHER MATTERS

### **58. Time and Wages Records and Time and Attendance Approval**

- 58.1 Ramsay will keep a time and wages record which includes the following information:
- (a) the name and address of the Employee;
  - (b) the date on which the Employee commenced employment;
  - (c) the classification and pay point of the Employee;
  - (d) the employment status of the Employee (part-time, full-time, casual);
  - (e) the start and finish times of work each day;
  - (f) the total number of hours worked each day;
  - (g) the number of hours for which payment has been made;
  - (h) the wages and allowances paid to each Employee in each pay period and any deductions made; and
  - (i) details of any changes made to the Employee's status, classification, regular work hours etc.
- 58.2 Employee entitlements under this Agreement will always be adhered to when approving time and attendance records.
- 58.3 Records that are not in line with entitlements prescribed within this Agreement may be adjusted to ensure compliance with the Agreement.
- 58.4 Except in relation to clause 58.3, Ramsay will not alter time and attendance records in a way that reduces an Employee's entitlements under this Agreement without consultation with the affected Employee/s and reasonable reasons to do so.

### **59. Access to Internet**

- 59.1 All Employees may access the internet for work and study purposes in designated areas of the work facility.
- 59.2 Employees wishing to access the internet for personal use may do so only when it does not affect another Employee's ability to work or study.

### **60. Daylight Savings**

- 60.1 Where clocks are put forward 1 hour at the commencement of daylight savings Employees will observe the new clock time which will result in their working 1 hour less.
- 60.2 Where clocks are put back 1 hour at the conclusion of daylight savings Employees will observe the new clock time which will result in their working 1 hour more.
- 60.3 Employees will be paid for actual hours worked. Where they are required to work the additional hour this will be paid at the Ordinary Rate and not as overtime.
- 60.4 Where overtime is being worked at the time the clocks are adjusted the overtime hours will be

calculated as actual hours worked.

60.5 Where an Employee is rostered to be on-call at the time the clocks are adjusted the on-call hours will be calculated as actual hours on-call.

**61. Right to Disconnect**

Clause 13A of the Nurses Award 2020, (Employee right to disconnect), is incorporated by reference into this Agreement.

## PART 9 – UNION INVOLVEMENT

### 62. Union Involvement

- 62.1 The Employer recognises the role of unions and their delegates and representatives and encourages their involvement within the workplace.
- 62.2 The Employer and the Union recognise the Employer's right to manage and direct the business and Employees as contained within this Agreement and relevant legislation and guidelines.
- 62.3 All parties agree to positively cooperate and collaborate to resolve issues in a professional manner with due respect to both delegate and managerial responsibilities.

### 63. Right of Entry

Provisions relating to the right of entry, notification, permits and access to documents for Union officials are contained in the Act.

### 64. Workplace Delegates' Rights

- 64.1 Clause 28A of the Nurses Award 2020, (Workplace delegates' rights), is incorporated by reference into this Agreement.
- 64.2 Under s.350C(4) of the Act, the Employer is taken to have afforded a workplace delegate the rights mentioned in s.350C(3) if the Employer has complied with that clause.
- 64.3 Clause 28A of the Nurses Award 2020 deals with:
- (a) The exercise of workplace delegate entitlements;
  - (b) The right to represent the industrial interests of eligible employees who wish to be represented by the workplace delegate;
  - (c) Entitlement to reasonable communication;
  - (d) Entitlement to reasonable access to the workplace and workplace facilities; and
  - (e) Entitlement to reasonable access to paid training.
- 64.4 Additional Paid Branch Delegates' Leave
- (a) In addition to the entitlements provided by clause 28A of the Nurses Award, additional paid Branch Delegates' leave shall be available.
  - (b) Additional paid Branch Delegates' leave:
    - (i) may be taken for the purpose of attending conferences of the ANMF NSW Branch as a Branch Delegate, or in place of a Branch Delegate in the Employee's capacity as an Alternate Delegate representing Employees; and
    - (ii) is limited to a maximum total of 2 days per Branch Delegate per year. A year shall mean a calendar year from January to December.
  - (c) Leave in accordance with this sub-clause will be available only to Branch Delegates (or Alternate Delegates who attend in the absence of a Branch Delegate) at a Facility who are duly

appointed or elected as such in accordance with the Union's rules.

- 64.5 Leave Without Pay, in accordance with clause 55, may also be available to workplace delegates (including Branch Delegates).
- 64.6 All applications for leave under this clause must be made to the Employer, by the Employee, with at least 4 weeks' notice. The Employer will consider operational requirements in determining the outcome of the application.

## APPENDIX A – CLASSIFICATIONS AND WAGE RATES

The classifications listed in the table below are the classifications contained in this Agreement.

The Ordinary Rate applicable to each classification are set out below.

The operative date for increases shall be the first full pay period commencing on or after the dates specified.

Classification	Back Pay *	Ordinary Rate			
		1 July 2024	14 March 2025	1 October 2025	1 March 2026
		6.5%	3.0%	3.0%	3.5%
<b>Assistant in Nursing/Midwifery</b>					
1 <sup>st</sup> year	\$25.53	\$26.34	\$27.13	\$27.94	\$28.92
2 <sup>nd</sup> year	\$26.34	\$27.17	\$27.98	\$28.82	\$29.83
3 <sup>rd</sup> year	\$27.18	\$28.03	\$28.87	\$29.74	\$30.78
Thereafter/Certificate III	\$28.02	\$28.90	\$29.77	\$30.66	\$31.74
<b>Enrolled Nurse without Medication Qualification</b>	\$34.10	\$35.18	\$36.23	\$37.32	\$38.63
<b>Enrolled Nurse - Mothercraft Nurse</b>	\$36.55	\$37.70	\$38.83	\$40.00	\$41.40
<b>Enrolled Nurse</b>					
1 <sup>st</sup> year	\$31.96	\$32.96	\$33.95	\$34.97	\$36.19
2 <sup>nd</sup> year	\$32.66	\$33.69	\$34.70	\$35.74	\$36.99
3 <sup>rd</sup> year	\$33.37	\$34.42	\$35.45	\$36.52	\$37.80
4 <sup>th</sup> year	\$34.07	\$35.15	\$36.20	\$37.29	\$38.59
Thereafter	\$34.78	\$35.88	\$36.96	\$38.06	\$39.40
<b>Advanced Enrolled Nurse</b>	\$35.87	\$37.00	\$38.11	\$39.25	\$40.63
<b>Registered Nurse/Midwife</b>					
1 <sup>st</sup> year	\$35.53	\$36.65	\$37.75	\$38.88	\$40.24
2 <sup>nd</sup> year	\$37.46	\$38.64	\$39.80	\$40.99	\$42.43
3 <sup>rd</sup> year	\$39.39	\$40.63	\$41.85	\$43.10	\$44.61
4 <sup>th</sup> year	\$41.48	\$42.78	\$44.06	\$45.39	\$46.97
5 <sup>th</sup> year	\$43.52	\$44.89	\$46.24	\$47.62	\$49.29
6 <sup>th</sup> year	\$45.58	\$47.02	\$48.43	\$49.88	\$51.63
7 <sup>th</sup> year	\$47.92	\$49.43	\$50.91	\$52.44	\$54.27
8 <sup>th</sup> year	\$49.90	\$51.47	\$53.02	\$54.61	\$56.52
<b>Clinical Nurse/ Midwifery Specialist</b>	\$51.92	\$53.56	\$55.17	\$56.82	\$58.81
<b>Clinical Nurse/ Midwifery Educator</b>	\$51.92	\$53.56	\$55.17	\$56.82	\$58.81
<b>Clinical Nurse/ Midwifery Consultant</b>	\$63.85	\$65.86	\$67.84	\$69.87	\$72.32
<b>Nursing/Midwifery Unit Manager</b>					
Level 1	\$62.59	\$64.56	\$66.50	\$68.49	\$70.89
Level 2	\$65.56	\$67.63	\$69.66	\$71.75	\$74.26
Level 3	\$67.33	\$69.45	\$71.53	\$73.68	\$76.26
<b>Nurse undergoing preregistration training</b>	\$30.63	\$31.60	\$32.55	\$33.52	\$34.70

Classification	Back Pay *	Ordinary Rate			
		1 July 2024	14 March 2025	1 October 2025	1 March 2026
		6.5%	3.0%	3.0%	3.5%
<b>Nurse/ Midwifery Educator</b>					
1 <sup>st</sup> year	\$57.60	\$59.42	\$61.20	\$63.03	\$65.24
2 <sup>nd</sup> year	\$59.22	\$61.09	\$62.92	\$64.81	\$67.08
3 <sup>rd</sup> year	\$60.68	\$62.59	\$64.47	\$66.40	\$68.73
4 <sup>th</sup> year	\$63.85	\$65.86	\$67.84	\$69.87	\$72.32
<b>Senior Nurse Midwifery Educator</b>					
1 <sup>st</sup> year	\$65.39	\$67.45	\$69.47	\$71.55	\$74.06
2 <sup>nd</sup> year	\$66.73	\$68.83	\$70.90	\$73.02	\$75.58
3 <sup>rd</sup> year	\$68.97	\$71.14	\$73.28	\$75.47	\$78.12
<b>Assistant Director of Nursing/Assistant Director of Clinical Services</b>					
More than 99 beds	\$67.33	\$69.45	\$71.53	\$73.68	\$76.26
<b>Deputy Director of Nursing/Deputy Director of Clinical Services</b>					
Up to 99 beds	\$65.56	\$67.63	\$69.66	\$71.75	\$74.26
100 to 199 beds	\$67.33	\$69.45	\$71.53	\$73.68	\$76.26
200 to 249 beds	\$68.97	\$71.14	\$73.28	\$75.47	\$78.12
250 to 349 beds	\$71.54	\$73.79	\$76.01	\$78.29	\$81.03
350 to 449 beds	\$74.11	\$76.45	\$78.74	\$81.10	\$83.94
450 to 749 beds	\$76.84	\$79.26	\$81.64	\$84.08	\$87.03
More than 749 beds	\$79.83	\$82.35	\$84.82	\$87.36	\$90.42
<b>Director of Nursing/Director of Clinical Services</b>					
Up to 24 beds	\$67.57	\$69.69	\$71.78	\$73.94	\$76.53
25 to 49 beds	\$71.53	\$73.78	\$76.00	\$78.28	\$81.02
50 to 74 beds	\$73.09	\$75.39	\$77.65	\$79.98	\$82.78
75 to 99 beds	\$74.62	\$76.97	\$79.28	\$81.65	\$84.51
100 to 149 beds	\$76.76	\$79.17	\$81.55	\$83.99	\$86.93
150 to 199 beds	\$79.32	\$81.81	\$84.27	\$86.80	\$89.83
200 to 249 beds	\$81.89	\$84.47	\$87.00	\$89.61	\$92.75
250 to 349 beds	\$84.96	\$87.64	\$90.27	\$92.98	\$96.23
350 to 449 beds	\$90.09	\$92.92	\$95.71	\$98.58	\$102.03
450 to 749 beds	\$95.31	\$98.31	\$101.26	\$104.30	\$107.95
More than 749 beds	\$101.29	\$104.48	\$107.61	\$110.84	\$114.72
<b>Nurse / Midwife Practitioner</b>					
1 <sup>st</sup> year	\$68.63	\$70.79	\$72.91	\$75.10	\$77.73
2 <sup>nd</sup> year	\$69.91	\$72.11	\$74.27	\$76.50	\$79.18
3 <sup>rd</sup> year	\$71.70	\$73.95	\$76.17	\$78.46	\$81.20
4 <sup>th</sup> year	\$73.49	\$75.81	\$78.08	\$80.42	\$83.24

\* The rates in this column are for the purpose of calculating back pay for the period 1 July 2023 to 30 June 2024

## APPENDIX B – ALLOWANCES

	Allowance	Clause Reference	Back Pay *	1 July 2024	14 March 2025	1 October 2025	1 March 2026
1	On-Call On	34.4(a)(i)	\$48.38	\$49.91	\$51.40	\$52.95	\$54.80
2	On-Call Off	34.4(a)(ii)	\$96.77	\$99.81	\$102.81	\$105.89	\$109.60
3	On call during meal break (per meal break)	44.3(b)	\$16.59	\$17.11	\$17.63	\$18.16	\$18.79
4	In-Charge of ward/unit (per shift or part thereof)	44.4(a)	\$32.94	\$33.97	\$34.99	\$36.04	\$37.30
5	In-Charge of Hospital – not allocated patient load (per shift or part thereof)	44.4(a)	\$45.83	\$47.28	\$48.69	\$50.15	\$51.91
6	In-Charge of Hospital – allocated patient load (per shift or part thereof)	44.4(a)	\$45.83	\$47.28	\$68.69	\$70.15	\$71.91
7	Laundry (per week)	44.5(a)	\$7.50	\$7.73	\$7.96	\$8.20	\$8.49
8	Travel Allowance (per kilometre)	44.6(c)	\$0.85	\$0.87	\$0.90	\$0.93	\$0.96
9	Meal on overtime	33.5(a)(ii)	\$23.48	\$24.22	\$24.94	\$25.69	\$26.59
10	Qualification Allowance - Level 1 (per week)	44.9(d)	\$36.97	\$38.14	\$39.28	\$40.46	\$41.88
11	Qualification Allowance - Level 2 (per week)	44.9(e)	\$51.75	\$53.38	\$54.98	\$56.63	\$58.61
12	Lead Apron Allowance (per hour)	44.10	\$2.34	\$2.42	\$2.49	\$2.56	\$2.65

\* The rates in this column are for the purpose of calculating back pay for the period 1 July 2023 to 30 June 2024

**Note:** As of the commencement of this Agreement any higher In-Charge rates will continue to apply with the percentage increases applied during the term of the Agreement.

The operative date for increases above shall be the first full pay period commencing on or after the dates specified.

## APPENDIX C – QUALIFICATIONS ELIGIBLE FOR QUALIFICATION ALLOWANCES

For the purposes of clause 44.9(c) of the Agreement, the following are eligible for a Qualification Allowance.

<b>Clinical Care High Dependency</b>	
• Bariatric	• Neonatal Intensive Care
• Acute Care	• Paediatric Critical Care
• Cardiac Nursing	• Perioperative Nursing
• Cardiothoracic	• Anaesthetics and Recovery
• Coronary Care	• Neuroscience
• Critical Care	• Spinal Injury
• Emergency/Trauma	• High Dependency
• Intensive Care	• Alcohol & Other Drugs
<b>Medical /Surgical</b>	
• High Dependency	• Orthopaedic
• Acute Care	• Renal/Nephrology/Urology
• Surgical Nursing	• Respiratory
• Burns and Plastics	• Stomal Therapy Nursing
• Gastroenterology	• Alcohol & Other Drugs
• Paediatric	• Diabetes/Endocrinology
• Infection Control	• Neuroscience
• Medical Nursing	• Pain Management
• Cancer Nursing	• Wound Management
• Breast Cancer Nursing	• Ophthalmology
• Oncology	• Cardio-Thoracic
• Palliative Care	• Bariatric
<b>Mental Health</b>	
• Child & Adolescent Mental Health	• Psycho-geriatric Nursing
• Community Psychiatry (also recognised for Emergency Departments)	• Rural Mental Health (based on geographic location)
• Mental Health / Psychiatric Nursing Practice (also recognised for Emergency Departments)	• Remote Mental Health (based on geographic location)
• Alcohol & Other Drugs	•
<b>Paediatric</b>	
• Paediatric	• Parenting Education
• Family, Child & Adolescent Health	• Lactation & Infant Feeding
• Neonatology/Neonatal	• Women's Health
• Paediatric & Child Health	• Paediatric Oncology
• Child & Family Health	• Pain Management
<b>Midwifery</b>	
• Midwifery	• Infertility & Associated Reproduction
• Midwifery Continuity of Care	• Lactation & Infant Feeding
• Midwifery Practice in Risk-Associated Pregnancy	• Child & Family Health
<b>Rehabilitation and Habilitation</b>	
• Developmental Disability	• Respiratory
• Other Disability	• Dementia Care
• Rehabilitation	• Pain Management

<b>Aged Care</b>	
• Aged Care	• Dementia Care
• Continence	• Psycho-geriatric Nursing
• Gerontology	•
<b>Rural and Remote Health</b>	
• Rural Health	• Remote Health
(to be recognised in rural/remote locations)	
<b>Generic Courses</b>	
• Advanced Nursing Practice	• Indigenous Health
• Clinical Practice	• Nurse/Midwifery Practitioner
• Transcultural Nursing	• OHS
• Clinical Care	• Sexual Health
• Infection Control	• Education

## APPENDIX D – RAMSAY NSW HEALTH FACILITIES

The following are Ramsay NSW Health Facilities, current at the time of making this Agreement:

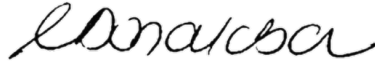
- Albury Wodonga Private Hospital
- Armidale Private Hospital
- Ballina Day Surgery
- Baringa Private Hospital
- Berkeley Vale Private Hospital
- Castlecrag Private Hospital
- Coolenberg Day Surgery
- Dudley Private Hospital
- Figtree Private Hospital
- Hunters Hill Private Hospital
- Kareena Private Hospital
- Lake Macquarie Private Hospital
- Mt Wilga Private Hospital
- North Shore Private Hospital
- Nowra Private Hospital
- Port Macquarie Private Hospital
- Ramsay Clinic Albury Wodonga
- Ramsay Clinic Cremorne
- Ramsay Clinic Macarthur
- Ramsay Clinic Northside
- Ramsay Clinic Thirroul
- Ramsay Clinic Wentworthville
- Ramsay Surgical Centre Coffs Harbour
- Ramsay Surgical Centre Miranda
- Ramsay Surgical Centre Orange
- Ramsay Surgical Centre Wollongong
- Southern Highlands Private Hospital
- St George Private Hospital
- Strathfield Private Hospital
- Tamara Private Hospital
- The Border Cancer Hospital
- Warners Bay Private Hospital
- Western Sydney Oncology and Infusion Centre
- Westmead Private Hospital
- Wollongong Private Hospital

## APPENDIX E – SIGNATORIES

### For: Ramsay Health Care Australia Pty Limited

By: Rebecca Donaldson

*(print full name of signatory)*



*(signature)*

Chief People Officer

*(capacity in which signatory has authority to sign)*

15/04/2025

*(date)*

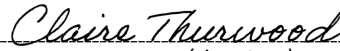
Tower B, Level 7, 7 Westbourne St, St Leonards, 2065

*(address of signatory)*

### For: BDS Operator Pty Limited

By: Claire Thurwood

*(print full name of signatory)*



*(signature)*

Director - BDS Operator Pty Ltd

*(capacity in which signatory has authority to sign)*

15/4/25

*(date)*

49 Tamar St, Ballina NSW 2478

*(address of signatory)*

### For: Australian Nursing and Midwifery Federation New South Wales Branch

By:

*(print full name of signatory)*

*(signature)*

*(capacity in which signatory has authority to sign)*

*(date)*

*(address of signatory)*

## APPENDIX E – SIGNATORIES

### For: Ramsay Health Care Australia Pty Limited

By: \_\_\_\_\_  
*(print full name of signatory)* \_\_\_\_\_  
*(signature)*

\_\_\_\_\_  
*(capacity in which signatory has authority to sign)* \_\_\_\_\_  
*(date)*

\_\_\_\_\_  
*(address of signatory)*

### For: BDS Operator Pty Limited

By: \_\_\_\_\_  
*(print full name of signatory)* \_\_\_\_\_  
*(signature)*

\_\_\_\_\_  
*(capacity in which signatory has authority to sign)* \_\_\_\_\_  
*(date)*

\_\_\_\_\_  
*(address of signatory)*

### For: Australian Nursing and Midwifery Federation New South Wales Branch

By: **Shaye Candish** \_\_\_\_\_  
*(print full name of signatory)* \_\_\_\_\_  
*(signature)*

**ANMF NSW Branch Secretary** \_\_\_\_\_  
*(capacity in which signatory has authority to sign)* \_\_\_\_\_  
**14 April 2025** \_\_\_\_\_  
*(date)*

**50 O'Dea Ave Waterloo NSW 2017** \_\_\_\_\_  
*(address of signatory)*

**IN THE FAIR WORK COMMISSION**

**FWC Matter No.: AG2025/1233**

**Applicant: RAMSAY HEALTH CARE AUSTRALIA PTY LIMITED**

Section 185 – Application for approval of a single enterprise agreement

**Undertaking - Section 190**

I, Peter Ryan, Director ER & Policy, for Ramsay Health Care Australia Pty Limited, give the following undertakings with respect to the Ramsay Health Care New South Wales Nurses and Midwives Enterprise Agreement 2023-2026 ("the Agreement"):

1. I have the authority given to me by Ramsay Health Care Australia Pty Limited, and BDS Operator Pty Limited to provide this undertaking in relation to the application before the Fair Work Commission.
2. Clause 47.17 of the Agreement is amended to read as follows:

47.17 Ramsay Purchased Leave Program

Employees may participate in the Ramsay Purchased Leave Program to access an additional 1, 2, 3 or 4 weeks annual leave (Purchased Leave) per year and receive proportionately less pay each pay period throughout the year.

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



*Signature*

26 May 2025

*Date*