



DECISION

Fair Work Act 2009
s.185—Enterprise agreement

I-Med Victoria Pty Ltd T/A I-Med Victoria Pty Ltd
(AG2024/2500)

I-MED VICTORIA AND TASMANIA NURSES ENTERPRISE AGREEMENT 2023

Health and welfare services

DEPUTY PRESIDENT BOYCE

SYDNEY, 25 JULY 2024

Application for approval of the I-MED Victoria and Tasmania Nurses Enterprise Agreement 2023

[1] An application has been made for approval of an enterprise agreement to be known as the *I-MED Victoria and Tasmania Nurses Enterprise Agreement 2023* (**Agreement**). The application was made pursuant to s.185 of the *Fair Work Act 2009* (Cth) (**Act**). It has been made by I-Med Victoria Pty Ltd T/A I-Med Victoria Pty Ltd (**Employer**). The Agreement is a single enterprise agreement.

[2] The Employer has provided written undertakings dated 22 July 2024. Those undertakings are attached at **Annexure A** to this decision and become terms of the Agreement. I am satisfied that the undertakings will not cause financial detriment to any employee covered by the Agreement (as compared to the relevant provisions of the *Nurses Award 2020*), and that the undertakings will not result in substantial changes to the Agreement.

[3] 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 to be covered by the Agreement. In accordance with s.201(2) of the Act, I note that the Agreement covers this organisation.

[4] The ANMF, being a bargaining representative for the Agreement, have given notice under s.183 of the Act that they want to be covered by the Agreement. In accordance with s.201(2) of the Act, I note that the Agreement covers this organisation.

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

[6] I am satisfied the more beneficial entitlements of the NES will prevail where there is an inconsistency between the Agreement and the NES.

[7] The Agreement is approved and, in accordance with s.54 of the Act, will operate from 1 August 2024. The nominal expiry date of the Agreement is 30 June 2026.



DEPUTY PRESIDENT

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ANNEXURE A

IN THE FAIR WORK COMMISSION

FWC Matter No.: AG2024/2500

Applicant:
I-MED Victoria Pty Ltd

Section 185 – Application for approval of a single enterprise agreement

Undertaking – Section 190

I, James Wood, Operations Manager, have the authority given to me by I-MED Regional Pty Ltd (ACN 095 630 792) and I-MED Victoria Pty Ltd (ACN 080 845 594) (together, "I-MED") to give the following undertakings with respect to the *I-MED Victoria and Tasmania Nurses Enterprise Agreement 2023* ("the Agreement"):

1. Clause 17.7 of the Agreement, insofar as it refers to no severance payment being payable, will only apply in circumstances where:
 - (a) the Employee's employment with I-MED is not dismissed and a suitable alternative position within I-MED is offered to the Employee; or
 - (b) an Employee accepts a suitable alternative position within an associated entity of I-MED and the Employee's prior continuous service with I-MED is recognised by the associated entity for the purposes of all service-based entitlements; or
 - (c) an Employee is otherwise entitled to severance under clause 17 of the Agreement that exceeds what is required by the NES.
2. Despite the terms of clause 41.5(f) of the Agreement, any notice given by the Employee of taking leave in accordance with clause 41 of the Agreement is only required to be given prior to the absence, if that is as soon as it is practicable to do so.

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



Signature

22/07/2024

Date



I-MED Victoria and Tasmania Nurses

Enterprise Agreement 2023

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 APPLICATION AND OPERATION

1. NAME OF THE AGREEMENT

This Agreement will be called the *I-MED Victoria and Tasmania Nurses Enterprise Agreement 2023* (the '**Agreement**').

2. PARTIES TO AGREEMENT

2.1 The parties to this Agreement are:

(a) The Employer entities:

- i. I-MED Victoria Pty Ltd (ABN 19080845594); and
- ii. I-MED Regional Pty Ltd (ABN 81095630792) together
(the '**Employer**');

(b) Nursing Employees employed by the Employer in the States of Victoria and Tasmania as classified in Schedule B – Classifications ('**Employees**'); and

(c) The Australian Nursing and Midwifery Federation (Victorian Branch) and (Tasmanian Branch) (the '**ANMF**').

2.2 For the avoidance of doubt, this Agreement replaces the following enterprise agreements which previously covered Employees in the classifications of this Agreement:

- (a) I-MED Victoria Nurses Enterprise Agreement 2019 (AE 513169)
- (b) Regional Imaging Gippsland Nurses Enterprise Agreement 2018 (AE 504917)
- (c) Regional Imaging Tasmania Nurses Agreement 2016 (AE 424585).

3. DATE AND PERIOD OF OPERATION

This Agreement commences operation from the 7th day after the Agreement is approved by the FWC and remains in force until 30 June 2026 and thereafter in accordance with the Act. It is the intention of the parties to commence discussions for a replacement agreement no later than three months prior to the nominal expiry date of this Agreement.

4. POSTING OF AGREEMENT

This Agreement and the NES will be readily accessible at each workplace/location via the Company intranet.

5. SAVINGS

No Employee will suffer any loss or diminution of entitlements (where accrued) immediately prior to the commencement of this Agreement by reason only of the coming into force of this Agreement.

6. NATIONAL EMPLOYMENT STANDARDS AND THIS AGREEMENT

This 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.

7. AGREEMENT FLEXIBILITY/REQUESTS FOR FLEXIBLE WORKING ARRANGEMENTS

7.1 An Employer and Employee covered by this Agreement may agree to make an individual flexibility arrangement to vary the effect of terms of the Agreement if:

- (a) the agreement deals with 1 or more of the following matters:
 - i. arrangements about when work is performed;
 - ii. overtime rates;
 - iii. penalty rates;
 - iv. allowances;
 - v. leave loading; and
- (b) the arrangement meets the genuine needs of the Employer and Employee in relation to 1 or more of the matters mentioned in clause 7.1(a); and
- (c) the arrangement is genuinely agreed to by the Employer and Employee.

7.2 The Employer must ensure that the terms of the individual flexibility arrangement:

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

7.3 The Employer must ensure that the individual flexibility arrangement:

- (a) is in writing; and
- (b) includes the name of the Employer and Employee; and
- (c) is signed by the Employer and Employee and if the Employee is under 18 years of age, signed by a parent or guardian of the Employee; and
- (d) includes details of:
 - i. the terms of the 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
 - iv. states the day on which the arrangement commences.

- 7.4 The Employer must give the Employee a copy of the individual flexibility arrangement within 14 days after it is agreed to.
- 7.5 The Employer or Employee may terminate the individual flexibility arrangement:
- (a) by giving no more than 28 days' written notice to the other party to the arrangement; or
 - (b) if the Employer and Employee agree in writing — at any time.

7.6 **Requests for flexible working arrangements**

- (a) An Employee may request a change in working arrangements.
- (b) Clause 7.6 applies where an Employee has made a request for a change in working arrangements under section 65 of the Act.

NOTE 1: Section 65 of the Act provides for certain Employees to request a change in their working arrangements because of their circumstances, as set out in section 65(1A). Clause 7.6 of this Agreement supplements or deals with matters incidental to the NES provisions.

NOTE 2: An Employer may only refuse a section 65 request for a change in working arrangements on 'reasonable business grounds' (see section 65A(5)).

NOTE 3: Clause 7.6 is an addition to section 65.

- (c) Responding to the request

Before responding to a request made under section 65, the Employer must discuss the request with the Employee and genuinely try to reach agreement on a change in working arrangements that will reasonably accommodate the Employee's circumstances having regard to:

- i. the needs of the Employee arising from their circumstances;
- ii. the consequences for the Employee if changes in working arrangements are not made; and
- iii. any reasonable business grounds for refusing the request.

NOTE 1: The Employer must give the Employee a written response to an Employee's section 65 request within 21 days, stating whether the Employer grants or refuses the request (section 65A(1)).

NOTE 2: If the Employer refuses the request, then the written response must include details of the reasons for the refusal including the business ground or grounds for the refusal and how the ground or grounds apply (section 65A(6)).

- (d) If the Employer and the Employee reach an agreement under this clause 7.6 on a change in working arrangements that differs from that initially requested by the Employee, then the Employer must provide the Employee with a written response to their request setting out the agreed change(s) in working arrangements.
- (e) Disputes about whether the Employer has discussed the request with the Employee, and genuinely considered and responded to the request in the way required by clause 7.6 of this Agreement, can be dealt with under clause 10 - Dispute Resolution Procedure.

8. DEFINITIONS

For the purposes of this Agreement:

- (a) **Registered Nurse** means a person who has a current practising certificate issued by the Nursing and Midwifery Board of Australia (“the Board”) entitling them to practice as a Registered Nurse.
- (b) **Registered Nurse Definitions**
 - i. **Base Rate** for the purposes of calculating allowances provided for Registered Nurses in this Agreement, the expression base rate means the ordinary weekly rate of pay for a Registered Nurse Grade 2 Year 3 classification, calculated by reference to the rates of pay set out in Schedule B of this Agreement. For convenience, relevant allowances calculated by applying the Base Rate are set out in Schedule B of this Agreement.
 - ii. **Basic Training** means education for registration as a Registered Nurse.
 - iii. **In-service or post-basic education** means education undertaken during, and in conjunction with, employment as a Registered Nurse for the purpose of obtaining a post-basic certificate of qualification in:
 - A. A course approved by the Board for the purposes of endorsement in the nurses’ register.
 - B. A course requiring registration by the Board means maternal and child health nursing, midwifery nursing, psychiatric nursing and mental retardation nursing.
 - iv. **In-service certificates** means post-basic certificates of qualification obtained by a Registered Nurse as a result of in-service or post-basic training viz.: Certificates obtained for courses approved by the Board for the purposes of endorsement in the nurses register.
 - v. **Certificates** means certificates held by a Registered Nurse as a result of undertaking a course of study at the College of Nursing or a nursing college of at least equivalent status.
 - vi. **Diplomas and Degrees** means diplomas and degrees in nursing, education, or health administration held by a Registered Nurse as a result of undertaking a course of study at a Australian College of Advanced Education or University (provided that a certificate, diploma or degree which leads to registration as a Nurse will not be covered by this subclause).
- (c) **Experience** for the purposes of appointment to the appropriate classification means service and experience following registration in a grade or sub-grade at least equal to that in which the Employee is employed (or to be employed). Where an Employee has previously been employed in a higher grade or sub-grade, service and experience in that higher grade or sub-grade will count as service and experience in the lower

grade or sub-grade for the purposes of determining an Employee's Experience. Provided that an Employee will, prior to commencing employment with the Employer or within 3 months of commencing employment, provide suitable documentary evidence to the Employer of their experience. Where such evidence is provided to the Employer after 3 months of commencing employment, the Employee will only be paid from the date by which the evidence was provided to the Employer.

Where an Employee fails to provide such evidence to the Employer, until such time as the Employee provides such evidence to the Employer, the Employee will be paid at the level for which documentary evidence was provided.

- i. an Employee who has worked an average of 24 hours per week, or less, or less than 3 full shifts (7.6 hours per shift) per week, in a year will be required to work a further 12 months before being eligible for advancement to the next succeeding experience increment (if any), within the grade or sub-grade in which the Employee is employed; and
 - ii. an Employee's prior service and experience on commencement will be assessed in accordance with clause 8(c)(i) above.
 - iii. In respect to Registered Nurses undertaking a re-entry course, as set out below:
 - A. For the first 12 months after completion of a Re-entry Course or Supervised Experience, where such course or experience is required by the Board, nurses will be paid at the rate appropriate to their years of experience, but no higher than Grade 2, Year 2.
 - B. After the completion of 12 months' experience in accordance with this Agreement, a nurse (upon sufficient proof to support a claim for incremental advancement) will be paid at the appropriate grade to their years of experience.
 - iv. Experience will include registration from other states or countries where that registration is accepted by the Nursing and Midwifery Board of Australia.
- (d) **Enrolled Nurse** means a person who has a current practising certificate issued by the Nursing and Midwifery Board of Australia ("the Board") entitling them to practice as an Enrolled Nurse.
- (e) **Enrolled Nurse Definitions**
- i. **Allowance rate** or **base rate** in relation to an Enrolled Nurse, relevant to the Change of Roster allowance, means the ordinary weekly full-time rate of pay for an Enrolled Nurse EN 1.1 classification and calculated by reference to the rates of pay set out in Schedule B of this Agreement. For convenience, relevant allowances calculated by applying the allowance rate are set out in Schedule B of this Agreement.

- ii. An Employee's prior service and experience on commencement will be assessed in accordance with clause 8(c)(i) above.
 - iii. **A year of experience** for the purposes of pay point progression means experience (as defined) gained from working an average of 3 shifts (not less than 7.6 hours per shift) or more per week in a year. If the Employee averages less than 3 full shifts (7.6 hours per shift) per week, the Employee will need to complete an additional year to advance. Where in this Agreement there is a reference to a number of years' experience greater than one, then each such year of experience must be calculated by reference to the definition of one year of experience to determine whether an Employee has attained the requisite number of years of experience.
- (f) **"the Act"** means the Fair Work Act 2009 (Cth), as amended.
 - (g) **The Commission** or **FWC** means the Fair Work Commission or its successor.
 - (h) **NES** means the National Employment Standards as contained within the Act.
 - (i) **Shiftworker** is an Employee defined as such in accordance with clause 38.7 of this Agreement will be treated as a shiftworker for the purposes of the 6th week of annual leave as per the NES.
 - (j) **"Immediate family"** includes:
 An Employee's immediate family includes their:
 - spouse or former spouse
 - de facto partner or former de facto partner
 - child
 - parent
 - grandparent
 - grandchild
 - sibling.
 Immediate family also includes:
 - the immediate family of the Employee's spouse or de facto partner (or former spouse or de facto partner)
 - step-relations (for example, step-parent and step-child)
 - adoptive relations.

PART 2 CONSULTATION AND DISPUTE RESOLUTION

9. CONSULTATION REGARDING CHANGE

9.1 This term applies if the Employer:

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

Major change

9.2 For a major change referred to in clause 9.1(a):

- (a) the Employer must notify the relevant Employees of the decision to introduce the major change; and
- (b) clauses 9.3 to 9.9 apply.

9.3 The relevant Employees may appoint a representative, which may be a representative from the ANMF, for the purposes of the procedures in this section.

9.4 If:

- (a) a relevant Employee appoints, or relevant Employees appoint, a representative for the purposes of consultation; and
 - (b) the Employee or Employees advise the Employer of the identity of the representative;
- the Employer must recognise the representative.

9.5 As soon as practicable after making its decision, the Employer must:

- (a) discuss with the relevant Employees:
 - i. the introduction of the change; and
 - ii. the effect the change is likely to have on the Employees; and
 - iii. measures the Employer is taking to avert or mitigate the adverse effect of the change on the Employees; and
- (b) for the purposes of the discussion—provide, in writing, to the relevant Employees:
 - i. all relevant information about the change including the nature of the change proposed; and
 - ii. information about the expected effects of the change on the Employees; and
 - iii. any other matters likely to affect the Employees.

9.6 However, the Employer is not required to disclose confidential or commercially sensitive information to the relevant Employees.

- 9.7 The Employer must give prompt and genuine consideration to matters raised about the major change by the relevant Employees.
- 9.8 If a term in this Agreement provides for a major change to production, program, organisation, structure or technology in relation to the enterprise of the Employer, the requirements set out in clause 9.2(a) and clauses 9.3 and 9.5 are taken not to apply.
- 9.9 In this term, a major change is *likely to have a significant effect on Employees* if it results in:
- (a) the termination of the employment of Employees; or
 - (b) major change to the composition, operation or size of the Employer's workforce or to the skills required of Employees; or
 - (c) the elimination or diminution of job opportunities (including opportunities for promotion or tenure); or
 - (d) the alteration of hours of work; or
 - (e) the need to retrain Employees; or
 - (f) the need to relocate Employees to another workplace; or
 - (g) the restructuring of jobs.

Change to regular roster or ordinary hours of work

9.10 For a change referred to in clause 9.1(b):

- (a) the Employer must notify the relevant Employees of the proposed change; and
- (b) clauses 9.11 to 9.15 apply.

9.11 The relevant Employees may appoint a representative for the purposes of the procedures in this term.

9.12 If:

- (a) a relevant Employee appoints, or relevant Employees appoint, a representative for the purposes of consultation; and
 - (b) the Employee or Employees advise the Employer of the identity of the representative;
- the Employer must recognise the representative.

9.13 As soon as practicable after proposing to introduce the change, the Employer must:

- (a) discuss with the relevant Employees the introduction of the change; and
- (b) for the purposes of the discussion—provide to the relevant Employees:
 - i. all relevant information about the change, including the nature of the change; and
 - ii. information about what the Employer reasonably believes will be the effects of the change on the Employees; and

- iii. information about any other matters that the Employer reasonably believes are likely to affect the Employees; and
- (c) invite the relevant Employees to give their views about the impact of the change (including any impact in relation to their family or caring responsibilities).

9.14 However, the Employer is not required to disclose confidential or commercially sensitive information to the relevant Employees.

9.15 The Employer must give prompt and genuine consideration to matters raised about the change by the relevant Employees.

9.16 In this term:

relevant Employees means the Employees who may be affected by a change referred to in subclause 9.1 (b)

10. DISPUTE RESOLUTION PROCEDURE

10.1 If a dispute relates to:

- (a) a matter arising under this Agreement; or
- (b) the NES;

this term sets out procedures to settle the dispute.

10.2 An Employee who is a party to the dispute may appoint a representative for the purposes of the procedures in this term.

10.3 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.

10.4 If discussions at the workplace level do not resolve the dispute, a party to the dispute may refer the matter to the FWC.

10.5 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 then:
 - i. arbitrate the dispute; and
 - ii. make a determination that is binding on the parties.

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

10.6 While the parties are trying to resolve the dispute using the procedures in this term:

- (a) an Employee must continue to perform his or her work as he or she would normally unless he or she has a reasonable concern about an imminent risk to his or her health or safety; and

- (b) 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.

10.7 The parties to the dispute agree to be bound by a decision made by the FWC in accordance with this term.

PART 3 TYPES OF EMPLOYMENT AND TERMINATION OF EMPLOYMENT

11. TYPES OF EMPLOYMENT

11.1 Employees under this Agreement will be employed in one of the following categories:

- (a) Full-time
- (b) Part-time
- (c) Casual
- (d) Fixed term

At the time of engagement, the Employer will inform each Employee their classification and whether they are employed on a full-time, part-time, fixed term or casual basis. The Employer may direct an Employee to carry out such duties that are within the Employee's skill, competence and training, consistent with their classification.

12. FULL-TIME EMPLOYMENT

12.1 A full-time Employee is one who is employed and who is ready, willing and available to work a full week of 38 hours at the times and during the hours as may be mutually agreed upon or, in the absence of such agreement, as prescribed by the Employer.

12.2 Such Employee will be paid the weekly salary appropriate to the Employee's classification, irrespective of the number of hours worked not exceeding 38, or an average of 38 hours per week (76 hours per fortnight).

13. PART-TIME EMPLOYMENT

13.1 A part-time Employee is one who is employed to work on a regular basis any number of hours up to but not exceeding an average 38 hours in any one week. Where the Employee is employed on a part-time basis, they will be paid the ordinary appropriate hourly rate prescribed for the classification in which they are employed.

- (a) Before commencing part-time employment, the Employer and Employee will agree in writing the guaranteed minimum number of hours to be worked and the rostering arrangements which will apply to those hours. The terms of the Agreement may be varied by agreement and recorded in writing.
- (b) All time worked by part-time Employees in excess of the rostered daily ordinary full-time hours and an average of 38 hours in a week, will be overtime and will be paid as prescribed in clause 35.

13.2 The provisions of this Agreement in respect to annual leave, personal leave, long service leave and public holidays will apply on a pro rata basis to part-time Employees.

13.3 The penalty rates prescribed for full-time Employees for work on Saturdays, Sundays and public holidays are applicable to part-time Employees.

13.4 Minimum engagement periods:

- (a) Part-time Employees will be provided with a minimum of 4 continuous hours work Monday to Friday or, alternatively, paid for a minimum of 4 hours on each occasion they are required to attend for work Monday to Friday.
- (b) Part-time Employees will be provided with a minimum of 3 continuous hours work Saturday and Sunday or, alternatively, paid for a minimum of 3 hours on each occasion they are required to attend for work Saturday and Sunday.

14. CASUAL EMPLOYMENT

14.1 The definition of casual employment will be as below, which reflects the current meaning in the Act, or where the meaning in the Act is amended, in accordance with the Act.

14.2 A casual Employee is an Employee that is offered employment without a 'firm advance commitment to continuing and indefinite work according to an agreed pattern of work', and if the Employee accepts any such offer, then the Employee is a casual Employee regardless of any changes in the employment relationship (subject to any right to convert to permanent employment in accordance with the NES and section 15A(5) of the Act).

14.3 A casual Employee will be paid per hour worked an amount equal to one 1/38th of the weekly salary appropriate to the class of work performed. In addition, a loading of 25% of that rate will be paid for work performed. Overtime will be paid when work is performed in excess of 7.6 hours per day and 38 hours per week. Each period of overtime will stand alone. A casual Employee will be paid a minimum of 3 hours pay for each engagement.

14.4 In addition, a casual Employee will be entitled to receive the shift allowances as applicable in accordance with clause 37, and weekend loadings applicable in accordance with clause 32, and public holiday rates applicable in accordance with clause 39, prescribed in the following tables, with the rates set out below expressed in lieu of the casual loading, with no separate casual loading payable.

a) Ordinary rates for Casual Employees

Ordinary casual hours Saturday	Ordinary casual hours Sunday	Ordinary casual hours public holiday	Ordinary casual hours weekend public holiday
187.5%	218.75%	250%	250%

b) Overtime rates for Casual Employees

The overtime rates for casuals, as prescribed at clause 35, are calculated on the ordinary rate of pay per hour. The rates below are in lieu of the casual loading, with no separate loading payable.

Day	First 2 Hours	Thereafter
Monday to Friday (inclusive)	187.5%	250%
Saturday and Sunday	250%	250%
Public Holiday	312.5%	312.5%
Weekend Public Holiday	312.5%	312.5%

14.5 The clauses of this Agreement pertaining to annual leave, paid personal leave, long service leave (for Registered Nurses only in Victoria), and termination of employment, will not apply in the case of a casual Employee. Registered Nurses in Victoria employed on a casual basis, are covered by the *Long Service Leave Act 2018 (Vic)*.

14.6 Casual Conversion:

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

15. FIXED TERM EMPLOYMENT

15.1 A person employed on fixed hours (excluding overtime) for a specified period not exceeding 24 months.

- (a) Fixed term employment will only be used for "true fixed term arrangements".
- (b) "True fixed term arrangements" include, but are not limited to, employment in graduate nurse positions, replacement of Employees on parental leave, long term workers compensation, long service leave, employment in special projects, and post-graduate training.

16. TERMINATION OF EMPLOYMENT

16.1 Notice of termination by the Employer

- (a) In order to terminate the employment of an Employee, the Employer will give to the Employee the following notice:

Period of continuous service	Period of notice
Less than 3 years	2 weeks
3 years but less than 5 Years	3 weeks
5 years and over	4 weeks

- (b) In addition to this notice, Employees over 45 years of age at the time of the giving of the notice with not less than 2 years' continuous service, are entitled to an additional week's notice.
- (c) Payment in lieu of the notice prescribed will be made if the appropriate notice period is not required to be worked by the Employee. The Employer may also require the Employee to work part of the required period of notice with the Employer making payment for the remainder of the period of notice.
- (d) The required amount of payment in lieu of notice must equal or exceed the total of all amounts that, if the Employee's employment had continued until the end of the required period of notice, the Employer would have become liable to pay to the Employee because of the employment continuing during that period. That total must be calculated on the basis of:
 - i. the Employee's ordinary hours of work (even if not standard hours); and
 - ii. the amounts ordinarily payable to the Employee in respect of those hours, including (for example) allowances, loading and penalties; and
 - iii. any other amounts payable under the Employee's contract of employment.
- (e) The period of notice in this clause 16.1 does not apply:
 - i. in the case of dismissal for serious misconduct;
 - ii. to Employees engaged for a specific period of time or for a specific task or tasks;
 - iii. to trainees whose employment under a traineeship agreement or an approved traineeship is for a specified period or is, for any other reason, limited to the duration of the agreement; or
 - iv. to casual Employees.
- (f) Continuous service does not include any periods of unpaid leave unless it is authorised in writing by the Employer that the period will be counted as service.

16.2 Notice of termination by the Employee

- (a) The notice of termination required to be given by an Employee will be the same as that required of the Employer, except that there will be no additional notice based on the age of the Employee concerned.
- (b) If an Employee fails to give notice, the Employer will have the right to withhold monies (excluding any NES entitlements) due to the Employee (where over the age of 18) with a maximum amount equal to the ordinary time rate of pay for up to the value of one week of the period of notice. No monies can be withheld by the Employer in this circumstance where the Employee is under the age of 18.

16.3 Time off work during notice period

Where the Employer has given notice of termination to an Employee, an Employee will be allowed up to one day's time off without loss of pay for the purpose of

seeking other employment. The time off will be taken at times that are convenient to the Employee after consultation with the Employer.

17. REDUNDANCY

17.1 Definitions

- (a) **Business** includes trade, process, business or occupation and includes part of any such business.
- (b) **Redundancy** occurs where an Employer has made a definite decision that the Employer no longer wishes the job the Employee has been doing done by anyone and that decision leads to the termination of employment of the Employee, except where this is due to the ordinary and customary turnover of labour.
- (c) **Continuous service** excludes any periods of unpaid leave unless it is authorised in writing by the Employer that the period will be counted as service.
- (d) **Week's pay** means the ordinary time rate of pay for the Employee concerned, provided that such rate will exclude:
 - overtime;
 - penalty rates;
 - disability allowances;
 - shift allowances;
 - special rates;
 - fares and travelling time allowances;
 - bonuses; and
 - any other ancillary payments of a like nature.

17.2 Exclusions

This clause does not apply to the following Employees:

- (a) in the case of termination warranting summary dismissal without notice;
- (b) probationary Employees;
- (c) Employees engaged for a specific period of time or for a specified task or tasks; or
- (d) casual Employees.

17.3 Period of notice of termination on redundancy

- (a) If an Employee's employment is to be terminated due to redundancy, the Employee must be given notice of termination as prescribed by clause 16.1 or payment in lieu.
- (b) Should the Employer fail to give notice of termination as required in clause 16.1, the Employer must pay to that Employee the ordinary rate of pay for

the period being the difference between the notice given and that required to be given.

17.4 Time off during notice period/job search entitlement

- (a) During the period of notice of termination given by the Employer, an Employee will be allowed up to one day's time off without loss of pay during each week of notice for the purpose of seeking other employment.
- (b) If the Employee has been allowed paid leave for more than one day during the notice period for the purpose of seeking other employment, the Employee will, at the request of the Employer, be required to produce proof of attendance at an interview or they will not receive payment for the time absent.
- (c) For the purpose of clause 17.4(b), a statutory declaration will be sufficient.

17.5 Severance pay

In addition to the period of notice prescribed for termination, any Employee whose employment is terminated for reasons set out in clause 17.1 above, will be paid as per the relevant tables in Schedule D.

17.6 Incapacity to pay

The Employer may make application to the FWC for an order to have the severance pay prescription varied on the basis of the Employer's incapacity to pay.

17.7 Alternative employment

Where the Employer offers the Employee acceptable alternative employment, no severance payment is payable.

17.8 Transfer to lower paid duties

Where an Employee is transferred to lower paid duties by reason of redundancy, 3 months' notice must be given to the Employee and the Employer may at the Employer's option, make payment in lieu of an amount equal to the difference between the former ordinary rate of pay and the new ordinary time rate for the number of weeks of notice still owing.

17.9 Transfer of business

The provisions of this clause are not applicable where a business is, before or after the date of this Agreement, transferred from the Employer (the old Employer) to another Employer (in this subclause called the new Employer) in any of the following circumstances:

- (a) where the Employee accepts employment with the new Employer which recognises the period of continuous service which the Employee had with the old Employer and any prior Employer, to be continuous service of the Employee with the new Employer; or
- (b) where the Employee rejects an offer of employment with the new Employer:
 - i. in which the terms and conditions are substantially similar and no less favourable (excluding a minimum employment period or probationary period, however named, of any duration), considered

on an overall basis, than the terms and conditions applicable to the Employee at the time of ceasing employment with the transmitter/old Employer; and

- ii. which recognises the period of continuous service which the Employee had with the old Employer and any prior Employer, to be continuous service of the Employee with the new Employer.

17.10 Employee leaving during notice period

An Employee given notice of termination in circumstances of redundancy may terminate his/her employment during the period of notice set out in clause 16.1. In this circumstance, the Employee will be entitled to receive the benefits and payments they would have received under this clause had they remained with the Employer until the expiry of the notice, but will not be entitled to payment in lieu of notice.

PART 4 MINIMUM WAGES AND RELATED MATTERS

18. WAGES

- 18.1 The following percentage increases will apply to rates of pay from the first full pay period on or after the date specified, with the actual base rates specified in Schedule B:

3.5%	As at the first full pay period on or after 1 July 2024
3%	Paid from the first full pay period on or after 1 July 2025

- 18.2 The wage and allowance increases referred to in subclause 18.1 of this Clause may be absorbed into any payment made to the Employee beyond the minimum rates contained within this Agreement.
- 18.3 Any further wage increase will be at the discretion of the Employer, unless the rate of pay falls below the Nurses Award 2020 rate, in such circumstances the rate of pay will default to the minimum rate prescribed in accordance with the Modern Award rate.
- 18.4 Allowances provided for in this Agreement will apply as per Schedule B.
- 18.5 Payment of wages will be by electronic transfer into the Employee's nominated financial institution account at the end of each fortnightly pay period. Wherever practicable, such payment will be available for withdrawal by Employees on the designated pay day. Any other form of payment will be at the discretion of the Employer by agreement with the Employee.
- 18.6 If a public holiday falls on a normal payroll processing day, payment may be delayed by one day.

19. PRODUCTIVITY

The parties to this Agreement are committed to improving productivity and efficiencies across the business. The parties agree to take all steps to maximise efficiencies, identify opportunities and improve patient care throughout the life of this Agreement.

20. SUPERANNUATION

- 20.1 The Employer will contribute on behalf of each eligible Employee, superannuation in accordance with the provisions of the *Superannuation Guarantee (Administration) Act 1992* (Cth) from the date of the Employee's commencement and contributions will be made monthly or fortnightly if deemed appropriate by the Employer.
- 20.2 Employees will have choice of an eligible superannuation fund. Where an Employee does not provide the Employer with their choice of superannuation fund within the first 28 days of employment, the Employer will make contributions to the Employee's stapled superannuation fund (details of which are provided by the Australian Taxation Office). If the Employee does not have a stapled superannuation fund, the Employer will make contributions to a default superannuation fund with a MySuper product (the current default fund being

HESTA Super, which the Employer may change from time to time) on behalf of the Employee.

- 20.3 In addition to the Employer's statutory contributions, an Employee may make additional contributions from their salary. On receiving written authorisation from the Employee, the Employer will commence making contributions to the Employee's fund in accordance with the *Superannuation Guarantee Charge Act 1992* (Cth) or any other applicable legislation.
- 20.4 Superannuation fund payments will be paid monthly (or fortnightly if deemed appropriate) and will be made in accordance with trust fund deeds.
- 20.5 Where an Employee salary packages their wages, superannuation will be paid on the pre-packaged wages.

Salary Sacrifice Procedure

- 20.6 Permanent Employees may be able to make voluntary pre-tax contributions or payments through a written salary sacrifice agreement between the Employer and the Employee. The Employer will pay the salary sacrifice amount in accordance with the salary sacrifice agreement.
- 20.7 An Employee may apply to have their ordinary time earnings reduced by an amount nominated by them as a salary sacrifice contribution for their benefit.
- 20.8 The total value of the reduced salary and the agreed value of the benefits provided will not be less than the amount that would otherwise be paid if the salary sacrifice arrangement was not in place.
- 20.9 The Employer recognises the need for Employees to consider independent financial and taxation advice and recommend that Employees consider such advice prior to entering into such an agreement.
- 20.10 In the event the law governing superannuation and/or taxation makes the objective of this clause ineffective, unattainable or illegal, the Employer will advise the Employee concerned. The salary sacrifice contribution arrangement will be terminated or amended to comply with such laws.
- 20.11 Unless otherwise agreed by the Employer, an Employee may revoke or vary their salary sacrifice contribution/payment by giving not less than one month's written notice, provided the terms of any other agreement relating to the salary sacrifice benefit are met.

21. QUALIFICATION ALLOWANCE – REGISTERED NURSE

- 21.1 A Registered Nurse will be entitled to a qualification allowance set out below, subject to the following:
 - (a) A Registered Nurse holding more than one qualification is only entitled to one qualification allowance, being the allowance for the highest qualification held having regard to subclause 21.1(b)(ii).
 - (b) It must be demonstrated that at least one component of the qualification is applicable to the relevant Employee's current area of practice. In situations where a component of a postgraduate qualification is relevant to that Employee's current area of practice, an allowance is payable. In considering whether a component of the qualification is relevant, the nature

of the qualification and the current area of practice of the qualification holder are the main criteria. Other considerations may include:

- i. the clinical or other area of work of the Registered Nurse;
 - ii. the classification and position description of the Registered Nurse;
 - iii. whether the qualification would assist the Registered Nurse in performing her or his role and/or assist in maintaining quality patient care and/or assist in the administration of the ward/unit/area in which the Registered Nurse is employed.
- (c) A Registered Nurse claiming entitlement to a qualification allowance must provide the Employer evidence of that Registered Nurse holding the qualification for which the entitlement is claimed.
- (d) For the avoidance of doubt, a qualification allowance cannot be claimed by a Registered Nurse in respect of that Employee's base qualification leading to registration as a Registered Nurse, with the exception of:
- A double degree
 - A four year degree
 - An honours degree
 - A Masters degree
- (e) Certificates obtained from training or education facilities (for example, Infection control certificates from the Mayfield Centre) or units of study, will be recognised provided that the programmes are equivalent to a University/Graduation certificate and the training/education facility verifies that in writing.
- 21.2 A Registered Nurse who holds a Hospital Certificate or Graduate Certificate (or equivalent, including units of study) will be paid, in addition to their salary, 4.0% of Base Rate.
- 21.3 A Registered Nurse who holds a Post-Graduate Diploma or a Degree (or equivalent, including units of study) (other than a nursing undergraduate degree), or a double degree, will be paid, in addition to their salary, 6.5% of Base Rate.
- 21.4 A Registered Nurse who holds a Masters (including a Masters degree completed prior to, or that leads to registration, including units of study), will be paid, in addition to their salary, 7.5% of Base Rate.
- 21.5 A Registered Nurse who holds a Doctorate will be paid, in addition to their salary, 8.5% of Base Rate.
- 21.6 The above allowances are to be paid during all periods of leave except personal leave beyond 21 days and long service leave.
- 21.7 The allowance is to be paid on a pro-rata basis for non-full-time Employees.
- 21.8 The Employee must apply for any qualification allowance under this clause in writing setting out the basis for the entitlement and including all relevant evidence, including but not limited to, the transcript of results, the units of study of a degree (and their equivalency), and the timing of the entitlement. The onus is on the Employee to make the application and a qualification allowance will not be backdated to any period prior to the application being made.

22. QUALIFICATION ALLOWANCE – ENROLLED NURSE

- 22.1 An Enrolled Nurse who holds at least one certificate, including equivalent units of study, and who is required by the Employer to use such a certificate or certificates in connection with his/her duties, will be paid an allowance of 4% of the wage rate for an Enrolled Nurse payable under Schedule B of this Agreement.
- 22.2 Post Basic Nursing Courses in Australia for Enrolled Nurses Victoria (six months).
- 22.3 A qualification allowance cannot be claimed by an Enrolled Nurse in respect of that person's base qualification leading to registration as an Enrolled Nurse.
- 22.4 The Employee must apply for any qualification allowance under this clause in writing setting out the basis for the entitlement and including all relevant evidence, including but not limited to, the transcript of results, the units of study of a degree (and their equivalency), and the timing of the entitlement. The onus is on the Employee to make the application and a qualification allowance will not be backdated to any period prior to the application being made.

23. MEAL ALLOWANCE

- 23.1 If an Employee could not reasonably return home for a meal within the period allowed, the Employee will be paid an allowance in addition to any overtime payment in the following circumstances:
- (a) when overtime in excess of 2 hours is worked after the usual time of ceasing work for the day;
 - (b) when required to work more than 5 hours overtime (in excess of a rostered shift including a rostered overtime shift) on a Saturday or Sunday;
 - (c) when recalled to duty outside usual working hours for a period in excess of 2 hours that coincides with, or over-runs, normal workplace meal time.

24. ON CALL ALLOWANCE

24.1 Allowance

The on-call allowances are set out in Schedule B Wages and Allowances.

- (a) Nurses that agree to on call coverage for one cluster will receive the rate specified for One Cluster.
- (b) Nurses in a regional area will receive the on call allowance for One Cluster.
- (c) Nurses that have agreed to combine on-call coverage for two clusters will receive the on-call allowance as specified for Two Clusters.
- (d) Nurses that have agreed to combine on-call coverage for three clusters will receive the on-call allowance as specified for Three Clusters.

For the avoidance of doubt, the combination of clusters may be any combination of Cluster A, B or C as defined in Schedule B.

24.2 Period of On-Call

Each period of on-call will be no longer than 12 hours. Any period of on-call that exceeds 12 hours attracts a further on-call allowance for each 12 hour period or part thereof.

24.3 Minimum Payment for Recall to Duty

- (a) A minimum payment of 3 hours at the overtime rates set out in clause 35 will be paid if the Employee is recalled to duty while on-call.
- (b) If an Employee is recalled within 3 hours from the commencement of their last period of recall, this will not be part of the last recall and a separate on-call minimum will be paid.
- (c) Any recall to duty on a Saturday or a Sunday will be paid at double time with a minimum payment of 3 hours at that rate.

24.4 Where recall to duty can be managed without the Employee returning to their workplace (i.e. by telephone) such Employees will be paid a minimum of one hour's overtime for such recall work. For subsequent recalls beyond the first hour, the Employee will be paid a minimum of one hour of overtime provided that multiple calls within a discrete hour will not attract additional duties.

24.5 Any recall including telephone recall must be authorised by the appropriate manager. Authorisation must be obtained by the relevant Employee prior to contacting any staff for recall or telephone recall duties.

25. VEHICLE ALLOWANCE

Where an Employee is required to provide their own mode of transport in connection with their duties, they will be paid an allowance in accordance with those stated in Schedule B.

26. UNIFORM AND LAUNDRY ALLOWANCE

26.1 During the life of this Agreement, the Employer intends to provide uniforms. Where the uniforms are not laundered by the Employer, the Employee will be paid a laundry allowance in accordance with Schedule B. In the event uniforms are not provided, the Employee will be paid a uniform allowance in accordance with Schedule B.

26.2 The uniform allowances, but not the laundry allowance, will be paid during all absences on leave, except absence on long service leave and absence on personal leave beyond 21 days. Where, prior to taking leave, an Employee was paid a uniform allowance other than at the weekly rate, the rate to be paid during the absence on leave will be the average of the allowance paid during the 4 weeks immediately preceding the taking of leave.

26.3 Where an Employer provides an Employee with uniforms, all articles so provided remain the property of the Employer.

26.4 The allowances in clause 26.1 will increase in line with the wage and allowance increases set out in Schedule B.

27. REGISTRATION FEES

Upon receipt of evidence of payment by the Employee, the Employer will reimburse such Employee their annual Australian Health Professionals Regulation Agency (AHPRA) registration fee.

28. CANNULATION ALLOWANCE

28.1 This allowance is a grandfathered allowance applicable only to Employees receiving this allowance at the approval of this Agreement.

28.2 A cannulation allowance, as per Schedule B, will be paid to nurses who are certified to perform this procedure and who have completed clinical training endorsed by the Employer. To retain this allowance, the Employee must perform at least 5 cannulation procedures per fortnight, excluding periods of authorised leave, to maintain competency and ongoing eligibility for this allowance. If eligible it is the Employee's obligation to demonstrate they have complied with the eligibility requirements and this is confirmed with their Regional Manager.

29. LEAD APRON ALLOWANCE

From the commencement of the operative date of this Agreement, an Employee who is required, as part of their duties, to wear a lead apron for a period of 4 cumulative hours or more per shift, will receive an allowance of \$8 per shift as per Schedule B.

PART 5 HOURS OF WORK AND RELATED MATTERS

30. HOURS OF WORK

- 30.1 Hours of work for all full-time Employees covered by this Agreement will be an average of 38 hours per week, or 76 hours in a fortnight.
- 30.2 By mutual agreement an Employee may work 152 hours in a four-week period.
- 30.3 The shift length or hours of work per day will be a maximum of 10 hours exclusive of meal breaks.
- 30.4 Ordinary hours of work for dayworker Employees covered by this Agreement will be worked between 6.00am and 6.00pm, Monday to Friday.
- 30.5 Full-time Employees employed at the commencement of this Agreement who were working under an ADO arrangement at that time (whereby they work 152 hours in a four-week period, with an average of 38 hours per week worked in 19 shifts of 8 hours), will be entitled to continue with this arrangement. The ADO will be taken at a time mutually agreed between the parties.

31. ROSTER OF HOURS

- 31.1 The ordinary hours of duty of full-time and part-time Employees will be worked according to a roster which will be readily accessible to Employees to whom it applies.
- 31.2 A roster of at least 14 days duration, setting out Employees' daily ordinary working hours, commencing and finishing times and meal intervals will be posted at least 14 days before it comes into operation in each work location.
- 31.3 Except as in emergency situations, 7 days' notice will be given to Employees of a change of roster.
- 31.4 The roster will provide at least 8 hours off duty between successive ordinary shifts.
- 31.5 Where an Employer requires an Employee without 7 days' notice, and outside the excepted circumstances prescribed in clause 31.3, to perform ordinary duty at other times than those previously rostered, the Employee will be paid in accordance with the hours worked, with the addition of a daily Change of Roster allowance as set out in Schedule B, provided that a part-time Employee who agrees to work shift(s) in addition to those already rostered will not be entitled to the above specified allowance for the additional shift(s) worked.

32. SATURDAY AND SUNDAY WORK

- 32.1 An Employee who works ordinary hours between midnight Friday and midnight Saturday, will be paid 150% of the minimum hourly rate applicable to their classification and pay point (150% of the casual hourly rate in the case of casual Employees) for the hours worked during this period.
- 32.2 An Employee who works ordinary hours between midnight Saturday and midnight Sunday, will be paid 175% of the minimum hourly rate applicable to their

classification and pay point (175% of the casual hourly rate in the case of a casual Employee) for the hours worked during this period.

33. MEAL AND REST BREAKS

- 33.1 Employees who work shifts greater than 5 hours, will have an unpaid meal break of 30 minutes. The meal break is to be taken no earlier than 2 hours and no later than 6 hours after commencing the day's shift.
- 33.2 Where an Employee is unable to take their meal break due to not being relieved of their responsibility for that period of a meal break, the mealtime is to be paid at the Employee's ordinary rate of pay in accordance with this Agreement.
- 33.3 Employees will be entitled to one paid ten-minute rest interval per 4 hours worked or part thereof being greater than one hour.

34. MINIMUM BREAK

- 34.1 When overtime including recall work is necessary, Employees will be entitled to at least 10 consecutive hours off duty between work and the next rostered period of duty.
- 34.2 Where an Employee who works so much overtime or recall work that they would not have had a least 10 consecutive hours off duty between overtime or recall work and their next rostered period of duty, the Employee will be released after completion of such overtime or recall work until they have had at least 10 consecutive hours off duty without loss of pay for rostered hours occurring during such absence.
- 34.3 Where an Employee is recalled to duty within 4 hours of the commencement of their next rostered shift, and provided that the Employee has had at least one break of not less than 10 hours between the last rostered shift and the last recall that intervening period, then they will be required to complete their next rostered shift at normal time without the requirement of a 10 hour break. In these circumstances, the Employee is entitled to be paid at normal time for the entire rostered shift plus 3 hours at double time.
- 34.4 If, on the instruction of the Employer, an Employee resumes or continues work without having had 10 consecutive hours off duty, they will be paid at the rate of double time until they have been released from duty for such a period and they will then be entitled to 10 consecutive hours off duty without loss of pay for rostered hours occurring during such absence.
- 34.5 This clause will not apply to telephone recall at clause 24.4 of this Agreement.

35. OVERTIME

- 35.1 Overtime will be paid when work is performed in excess of ordinary rostered hours daily or 38 hours per week or 76 hours per fortnight. Each period of overtime will stand alone.
- 35.2 Payment is as follows:

- (a) Monday to Friday – time and a half for the first 2 hours and double time thereafter;
 - (b) Saturday and Sunday – double time
 - (c) Public Holidays – double time and a half
- 35.3 Casual Employees will be paid overtime as per clauses 14.3 and 14.4 and receive the above rates on the casual hourly rate.

36. HIGHER DUTIES

Higher Duties will apply where an Area Nurse Co-ordinator delegates authority to a Registered Nurse for a minimum of one full shift or more (within a pay fortnight) on duties carrying a higher rate than the classification in which they are ordinarily employed. For the avoidance of doubt, the Registered Nurse would receive the rate of the higher Grade.

37. SHIFT ALLOWANCE

- (a) An Employee whose rostered ordinary hours of work commence after 6.00pm and before 6.00am will be paid the Day/Evening allowance set out in Schedule B.
- (b) An Employee whose rostered ordinary hours of work finish after 6.00pm and before 8.00am will be paid the Day/Evening allowance set out in Schedule B.

PART 6 LEAVE

38. ANNUAL LEAVE

38.1 Employee's entitlement to leave

The provisions of this clause 38 apply to full-time and part-time Employees (on a pro rata basis) but do not apply to casual Employees. An Employee's entitlement to paid annual leave accrues progressively during a year of service according to the Employee's ordinary hours of work, and accumulates from year to year. All Employees will be entitled to 5 weeks of annual leave in respect of any 12 months service.

38.2 Public holidays occurring during annual leave

Where any public holiday for which the Employee is entitled to payment under the Agreement occurs during any period of annual leave taken by an Employee, the Employee is taken not to be on paid annual leave on that public holiday. The Employee may elect that the period of the annual leave will be increased by one day in respect of that public holiday.

38.3 Effect of termination on annual leave

An Employee who ceases employment before completing a full qualifying twelve-month period will, in lieu of annual leave, receive a pro rata payment based on the amount payable for the leave prescribed herein for a full 12 months continuous service, and the period actually served.

38.4 Taking of leave

(a) All Employees

- i. 4 weeks' notice of the date from which an Employee will commence their annual leave will be given unless otherwise mutually agreed upon between the parties concerned.
- ii. Annual leave may be taken by agreement between the Employer and Employee(s) in such number of periods of not less than one day, as may be mutually agreed.
- iii. An Employee with an accrued annual leave entitlement can apply for annual leave at any time (subject to the notice period in clause 38.4 (a)(i)), and such request will not be unreasonably refused by the Employer. Where agreement cannot be reached between an Employee and Employer as to when annual leave can be taken, the Employer may require the Employee to take such leave at a time directed by the Employer, provided that the Employee cannot be directed to take such leave before the expiration of a period of 2 years after the date upon which the right to such annual leave accrues and no more than $\frac{1}{4}$ of credited annual leave may be directed to be taken.

38.5 Payment for leave

- (a) Employees will receive their ordinary pay during all periods of annual leave and, before going on leave, will be paid in advance for the period of such

leave. Ordinary pay means remuneration for the Employee's normal weekly number of hours of work calculated at the ordinary time rate of pay.

- (b) In addition to the ordinary pay prescribed in clause 38.5(a), all Employees will receive either:
 - i. a loading of 14% calculated on the relevant rate of salary for all annual leave; or
 - ii. in respect of each week of leave granted, an amount comprising of the following:
 - A. all payments for ordinary hours of work;
 - B. shift work premiums according to roster or projected roster;
 - C. Saturday and Sunday premiums according to roster or projected roster;
 - D. in-charge allowances;
 - E. uniform allowance,whichever is the higher.

38.6 Pay in lieu of an amount of annual leave

- (a) Upon receipt of a written request by an Employee, the Employer may authorise the Employee to receive pay in lieu of an amount of annual leave.
- (b) The Employee will receive pay in lieu of annual leave that is not less than the Employee's base rate of pay at the time the request is made.
- (c) During each 12-month period, the Employee is not entitled to forgo an amount of annual leave credited to the Employee by the Employer that is equal to more than 1/26 of the nominal hours worked by the Employee for the Employer during the period.
- (d) Despite terms of clause 38.6(c), Employees will not be able to cash out annual leave such that their remaining accrued annual leave entitlement becomes less than 4 weeks as a result.
- (e) Where an Employee forgoes an entitlement to take an amount of annual leave, the Employer will give the Employee the amount of pay that the Employee is entitled to receive in lieu of the amount of annual leave, within a reasonable period of the request being made including the loading as applicable in clause 38.5(b), for any cashed out component.

38.7 Weekend work

An Employee (other than a casual) who during the yearly period in respect of which their annual leave accrues is rostered as part of their ordinary hours on 10 or more weekends for 4 hours or more, will be entitled to one week's (7 consecutive days – inclusive of rostered days off) annual leave in addition to the leave prescribed in this clause.

39. PUBLIC HOLIDAYS

- 39.1 An Employee will be entitled to holidays, or substituted holidays, on the following days:
- (a) New Year's Day, Good Friday, Easter Saturday, Easter Sunday, Easter Monday, Christmas Day and Boxing Day; and
 - (b) The following days, as prescribed in the relevant States and localities: Australia Day, Anzac Day, Kings's Birthday and Labour Day; and
 - (c) **Employees based in Victoria:** Melbourne Cup Day, or in lieu of Melbourne Cup Day, some other day as determined for a particular locality.
 - (d) **Employees based in Tasmania:** Hobart Regatta Day (South of Oatlands), Show Day and the first Monday in November in those districts where Hobart Regatta Day is not observed, or such other day as may be observed in the locality in lieu of any of the aforementioned holidays.
 - (e) Where in a state or locality public holidays are declared or prescribed as additional public holidays, those days will constitute additional public holidays for the purposes of this Agreement.
- 39.2 For the purpose of this clause, ordinary pay per hour with respect to time worked by a casual Registered Nurse is an amount equal to 1/38th of the weekly wage rate appropriate to the class of work performed, plus 25%.
- (a) Any Registered Nurse who is required to be on duty on a day referred to above will be allowed another half day off in lieu thereof and will receive an additional half ordinary day's pay or will receive an additional sum equal to a day's ordinary pay for that day.
 - (b) An Enrolled Nurse (excluding a casual) who works on a day referred to above will be entitled to be paid double time and a half for the time worked.
- 39.3 **Public holidays occurring on rostered days off (Full-time Employees only)**
- (a) A Registered Nurse will receive a sum equal to a day's ordinary pay for public holidays that occur on their rostered day off, excepting holidays falling on Saturday or Sunday with respect to Monday-Friday Employees.
 - (b) If a public holiday falls on an Enrolled Nurse's rostered day off they will be entitled to one and a half times the payment for their ordinary day; or where there is mutual consent, within 4 weeks following the date on which such holiday occurred the Employee may take a day and half off in lieu or have a day and a half added to their annual leave.
- 39.4 **Public holidays and other periods of leave occurring during annual leave**
- If the period during which an Employee takes paid annual leave includes a period of any other leave (other than unpaid parental leave) under the NES, or a period of absence from employment under community service leave, the Employee is taken not to be on paid annual leave for the period of that other leave or absence.
- 39.5 **Part-time Employees**
- A part-time Employee who is ordinarily not required to work on the day of the week on which a particular holiday is observed will not be entitled to any benefit for any

such public holiday unless he/she is required to work on the public holiday, notwithstanding the following:

- (a) In determining whether a part-time Employee who works a variable roster is entitled to receive public holiday penalty rates for a particular public holiday not worked, the Employer will determine this by reviewing the roster pattern of the individual over the preceding 6 months. If the rosters show that the Employee has worked 50% or more of the days on which a particular public holiday falls, the Employee will be entitled to receive the 'rostered off' benefit for that public holiday.
- (b) For the purposes of this clause, the 'rostered off' benefit will be calculated by adding together the hours worked by the Employee on the particular day of the week on which the public holiday falls over the immediately preceding 6 months and averaging those hours in respect of those days worked by the Employee.

40. PARENTAL LEAVE

40.1 Employees are entitled to parental leave in accordance with the provisions of the Act, as amended from time to time.

40.2 Paid entitlement of primary caregiver

- (a) A permanent Employee who is the primary caregiver of a child and takes parental leave in accordance with this provision, will be entitled to 12 weeks' leave at full pay which can be taken at half pay for 24 weeks if desired. This entitlement will be calculated on a pro-rata basis for part-time Employees. Where the hours of work have been varied, the entitlement will be calculated on average hours worked over the preceding 12 calendar months.

40.3 Where a pregnancy results in a miscarriage or stillbirth between 13 weeks and 19 weeks gestation, the Employer will provide one week of paid parental leave to the Employee who would have qualified for parental leave under the provisions of the Agreement.

40.4 Where a pregnancy results in a miscarriage or stillbirth after 20 weeks gestation, the Employer will provide 12 weeks of paid parental leave to the Employee who would have qualified for parental leave under the provisions of the Agreement.

40.5 Entitlement of non-primary caregiver

- (a) The non-primary caregiver will be entitled to 10 days' paid leave which may be taken at any time within 26 weeks of their child's birth or adoption. This leave may be taken at half pay for a period of 20 days if desired. This entitlement will be calculated on a pro-rata basis for part-time Employees.

40.6 Paid adoption leave

- (a) An Employee who adopts a child and takes parental leave in accordance with this provision will be entitled to 12 weeks' paid leave at full pay which can be taken at half pay for 24 weeks if desired.
- (b) Part-time Employees receive the entitlement on a pro rata basis calculated on hours worked during the previous 12 months.

40.7 Employees will be entitled to work until their estimated date of confinement or adoption date. If requested by the Employer, the Employee will provide a statement from their medical practitioner or midwife to the effect that continuing employment until the date of confinement is not a risk to the Employee or the unborn child. In addition, the Employee may take all accrued annual leave prior to returning to work from parental leave.

40.8 **Right to request**

- (a) An Employee entitled to parental leave pursuant to the provisions of this clause may request the Employer to allow the Employee:
 - i. to extend the one week of simultaneous unpaid parental leave up to a maximum of 8 weeks;
 - ii. to extend the 52 weeks of unpaid parental leave by a further continuous period of leave not exceeding 12 months;
 - iii. to return from a period of parental leave on a part-time basis whilst the child is of school age or younger to assist the Employee in reconciling work and parental responsibilities.
- (b) The Employer will consider the request having regard to the Employee's circumstances and, provided the request is genuinely based on the Employee's parental responsibilities, may only refuse the request on reasonable grounds related to the effect on the workplace or the Employer's business. Such grounds might include cost, lack of adequate replacement staff, loss of efficiency and the impact on customer service.
- (c) **Employee's request and the Employer's decision to be in writing**
The Employee's request and the Employer's decision made under clause 40.8(a) and (b) must be recorded in writing
- (d) **Request to return to work part-time.**
Where an Employee wishes to make a request under this provision, such a request must be made as soon as possible but no less than 7 weeks prior to the date upon which the Employee is due to return to work from parental leave.

41. **PERSONAL/CARERS LEAVE**

41.1 The provisions of this clause apply to full-time and part-time Employees (on a pro rata basis) but do not apply to casual Employees (with the exception of 41.5 (g)). The entitlements of casual Employees are set out in clause 14.

The term "allowable period" of absence means:
five weeks in addition to the total period of paid annual leave, long service leave or personal leave which the Employee actually receives on termination or for which they are paid in lieu.

41.2 **Access to paid personal leave**

- (a) An Employee's entitlement to paid personal leave accrues progressively during a year of service according to the Employee's ordinary hours of

work, and accumulates from year to year. Paid personal leave is available to an Employee, when they are absent:

- i. due to personal illness or injury; or
 - ii. for the purposes of providing care or support for an immediate family or household member who has an illness or injury and requires the Employee's care or support or who requires care or support due to an unexpected emergency.
- (b) The amount of personal leave to which a full-time Employee is entitled depends on how long they have worked for the Employer and accrues as follows:

41.3 Amount of paid personal leave

- (a) An Employee is entitled to the following amount of paid personal leave:
- i. up to 12 days, in the first year of service;
 - ii. up to 14 days, in each year in the second, third and fourth years of service;
 - iii. up to 21 days, in the fifth and following years of service.
- (b) In respect of part-time Employees, the entitlement will be on a pro rata basis of time worked.

41.4 Accrual of Personal Leave

- (a) The balance of personal leave entitlements which have not been taken in any year will be cumulative from year to year but not paid out on termination.
- (b) To the extent that this Agreement provides for part days, notice, certification, existing caps on accumulation and pro rata accruals of personal leave, the provisions will apply to this clause.

41.5 Personal leave to care for an immediate family or household member

- (a) An Employee is entitled to use their personal leave, including accrued personal leave, each year to care for members of their immediate family or household who have a personal illness or injury and require care or support or who require care or support due to an unexpected emergency, subject to the conditions set out in this clause. Leave may be taken for part of a single day. Each day or part of a day of personal leave taken in accordance with this clause is to be deducted from the amount of personal leave provided in this clause.
- (b) By agreement between an Employer and an individual Employee, the Employee may access an additional amount of their accrued personal leave for the purposes set out in 41.5(a), beyond the limit set out in 41.5(a). In such circumstances, the Employer and the Employee will agree upon the additional amount that may be accessed.
- (c) Where an Employee has exhausted all paid personal leave entitlements, they are entitled to take unpaid personal leave to care for or support members of their immediate family or household who have a personal illness or injury and require care or support or who require care or support

due to an unexpected emergency. The Employer and the Employee will agree on the unpaid personal leave period. In the absence of agreement, the Employee is entitled to take up to 2 days per occasion, provided the evidentiary requirements are met.

- (d) The entitlement to use personal leave is subject to the Employee providing care or support of the person concerned.
- (e) The Employee must, if required by the Employer, establish by production of a medical certificate or statutory declaration, that care or support is required because of a personal illness or injury of the person concerned and that the illness or injury is such as to require care or support by another.
- (f) The Employee must, where practicable, give the Employer:
 - i. notice prior to the absence of the intention to take leave;
 - ii. the name of the person requiring care and their relationship to the Employee,
 - iii. the reasons for taking such leave; and
 - iv. the estimated length of absence.

If it is not practicable for the Employee to give prior notice of the absence, the Employee must notify the Employer by telephone of such absence at the first opportunity on the day of absence.

(g) Unpaid carer's leave

An Employee, including a casual employee, may take unpaid carer's leave for a particular occasion as outlined in clause 41.5(a), as follows:

- i. a single continuous period of up to 2 days; or
- ii. any separate periods to which the employee and their employer agree.

An Employee cannot take unpaid carer's leave during a particular period if the Employee could instead take paid personal/carer's leave, unless another form of leave has been agreed between the parties.

41.6 Personal Leave to Attend Appointment

Where an Employee is absent from duty on account of a disability or is required to attend a registered health practitioner such as but not limited to chiropodist/podiatrist, chiropractor, dentist, optometrist, osteopath, midwife, physiotherapist or psychologist, the Employee will be granted, out of personal leave entitlements, a leave of absence for such periods.

41.7 Evidence supporting claim

- (a) An Employee may be absent due to personal illness or personal injury for one day without furnishing evidence of such illness or injury, on not more than 3 occasions in any one year of service to be entitled to paid personal leave.
- (b) The Employee is required where practicable to notify the Employer 2 hours before the time they are rostered to commence duty on the day of such

absence. Employees rostered for duty prior to 11.00am on the day of such absence will not be required to give such notice before 7.00am.

- (c) Where notice of absence is not provided by the Employee, payment of personal leave will not be withheld until all reasonable steps have been taken to investigate the Employee's lack of advice regarding their absence from duty. Such an investigation must provide the Employee with an opportunity to give reasons as to why notification was not given.
- (d) The Employer will provide and inform Employees of a procedure for notification by Employees of their inability to attend work due to personal illness or injury. All such notifications will be recorded, detailing the time of notification and the name of the Employee.
- (e) When taking leave to care for or support members of their immediate family or household who require care or support due to an unexpected emergency, the Employee must, if required by the Employer, establish by production of documentation acceptable to the Employer or a statutory declaration, the nature of the emergency and that such emergency resulted in the person concerned requiring care or support by the Employee.

41.8 Termination of Employment while on Personal Leave

- (a) The Employer will not terminate the services of an Employee during the currency of any period of personal or carer's leave, with the object of avoiding obligations under this subclause.
- (b) In respect of a casual employee, the Employer must not fail to re-engage a casual employee because the Employee accessed the entitlements provided for in this clause. The rights of the Employer to engage or not to engage a casual Employee are otherwise not affected.

42. COMPASSIONATE LEAVE AND BEREAVEMENT LEAVE

42.1 All permanent Employees will be entitled to 4 days paid compassionate leave per occasion when:

- (a) a member of the Employee's immediate family or a member of the Employee's household:
 - i. contracts or develops a personal illness that poses a serious threat to his or her life; or
 - ii. sustains a personal injury that poses a serious threat to his or her life; or
 - iii. dies; 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 spouse, has a miscarriage.

42.2 An additional paid day will be made available where an Employee is required to travel interstate or internationally to attend a funeral.

- 42.3 Employees may request access to additional paid leave through accessing their personal leave, annual leave or annual leave entitlements at the discretion of the Regional Manager.
- 42.4 Casual employees are entitled to the equivalent number of days leave, outlined in clause 42, but on an unpaid basis.

43. LONG SERVICE LEAVE

43.1 An Employee will be entitled to long service leave with pay, in respect of continuous service with the Employer in accordance with the provisions of this clause.

43.2 Tasmanian Employees:

- (a) Long service leave is in accordance with the *Long Service Leave Act 1976* (Tas).
- (b) Scheduling of leave is determined by agreement between the Employee and their manager or by the manager if there is no agreement.

43.3 Victorian Employees:

- (a) Employees will be entitled to long service leave as hereinafter provided.
- (b) Subject to subclause 43.3(b)(iv), an Employee will have the following entitlement to long service leave:
 - i. On the completion by the Employee of 15 years continuous service - 6 months long service leave and thereafter an additional 2 months long service leave on the completion of each additional 5 years' service (including pro rata thereof).
 - ii. In addition, in the case of an Employee who has completed more than 15 years' service and whose employment is terminated otherwise than by the death of the Employee, an amount of long service leave equal to 1/30th of the period of their service since the last accrual of entitlement to long service leave under subclause 43.3(b)(i).
 - iii. In the case of an Employee who has completed at least 10 years' service, but less than 15 years' service and whose employment is terminated for any cause, such amount of long service leave as equals 1/30th of the period of service.
 - iv. Casual Registered Nurses are entitled to long service leave in accordance with subclause 43.3(k) and the *Long Service Leave Act 2018* (Vic).

(c) Interaction with other entitlements

- i. Until such time as an Employee is otherwise entitled to access long service leave under this Agreement, they will be entitled to access, and be paid out upon termination of employment, long service leave under the same provisions as the *Long Service Leave Act 2018* (Vic) (where they are more beneficial than an Employee's entitlements under this Agreement; for example, where they allow earlier access to long service

leave) until such time as they are entitled to access their long service entitlement in accordance with this clause 43.3.

- ii. For the avoidance of doubt, this equates to an amount of long service leave equal to 1/60th of their service in accordance with 43.3(b)(i), and any long service leave already taken under the same provisions as the *Long Service Leave Act 2018* (Vic) will be deducted from the Employee's long service leave entitlement under this clause 43.3.
- iii. Employees are able to apply to take long service leave as prescribed with this clause 43.3, in accordance with the Employer's usual processes.

(d) **Service entitling to leave**

- i. Subject to this subclause, service will also include all periods during which an Employee was serving in His Majesty's Forces or was made available by the Employer for National Duty.
- ii. Where a business is transmitted from one Employer (the transmitter) to another Employer (the transferee) an Employee who worked with the transmitter and who continues in the service of the transferee will be entitled to count their service with the transmitter as service with the transferee for the purposes of this clause.
- iii. For the purposes of this clause, service will be deemed to be continuous notwithstanding:
 - A. the taking of any annual leave or long service leave or other paid leave approved in writing by the Employer and not covered by subclause 43.3(d)(iii)(B) or 43.3(d)(iii)(D);
 - B. any absence from work of not more than 14 days in any one year on account of illness or injury or if applicable such longer period as provided in the Personal Leave clause of this Agreement;
 - C. any interruption or ending of the employment by the Employer if the interruption or ending is made with the intention of avoiding obligations in respect of long service leave or annual leave;
 - D. any absence on account of injury arising out of or in the course of the employment of the Employee for a period during which payment is made under the Accident Pay clause of this Agreement;
 - E. any leave of absence of the Employee where the absence is authorised in advance in writing by the Employer to be counted as service (including periods of paid and unpaid parental leave);

- F. any interruption arising directly or indirectly from an industrial dispute;
 - G. the dismissal of an Employee, but only if the Employee is re-employed within a period not exceeding 2 months after the dismissal;
 - H. any absence from work of an Employee from work for a period not exceeding 24 months or longer as agreed under the Parental Leave clause of this Agreement in respect of any pregnancy or adoption;
 - I. any unpaid absence of not more than 24 months for the sole purpose of undertaking a course of study related to nursing where the written approval of the Employer is given;
 - J. any other absence of an Employee by leave of the Employer, or on account of injury arising out of or in the course of his or her employment not covered by 43.3(d)(iii)(D) of this subclause.
- iv. In calculating the period of continuous service of any Employee, any interruption or absence of a kind mentioned in 43.3(d)(iii)(A) to 43.3(d)(iii)(E) will be counted as part of the period of their service, but any interruption or absence of a kind mentioned in 43.3(d)(iii)(F) to 43.3(d)(iii)(J) will not be counted as part of the period of service unless it is so authorised in writing by the Employer.
 - v. The Employer will keep or cause to be kept a long service record for each Employee, containing particulars of service, leave taken and payments made.
- (e) **Payment in lieu of long service leave on the death of an Employee**
Where an Employee who has completed at least 7 years' service dies while still in the employment of the Employer, the Employer will pay to such Employee's personal representative a sum equal to their entitlement under this Agreement for the period of the Employee's continuous service in respect of which leave has not been allowed or payment made immediately prior to the death of the Employee.
- (f) **Payment for period of leave**
- i. Payment to an Employee in respect of long service leave will be made in one of the following ways:
 - A. in full in advance when the Employee commences his or her leave; or
 - B. at the same time as payment would have been made if the Employee had remained on duty in which case payment will, if the Employee in writing so requires, be made by cheque posted to a specified address; or

- C. in any other way agreed between the Employer and the Employee.
- ii. Where the employment of an Employee is for any reason terminated before the Employee takes any long service leave to which he or she is entitled or, where any long service leave accrues to an Employee pursuant to subclause 43.3(b)(i) hereof, the Employee will, subject to the provisions of 43.3(f)(iii), be entitled to pay in respect of such leave as at the date of termination of employment.
- iii. Where any long service leave accrues to an Employee pursuant to 43.3(b)(iii) hereof, the Employee will be entitled to pay in respect of such leave as at the date of termination of employment.
- iv. Where an increase occurs in the ordinary time rate of pay during any period of long service leave taken by the Employee, the Employee will be entitled to receive payment of the amount of any increase in pay at the completion of such leave.

(g) **Taking of leave**

- i. When an Employee becomes entitled to long service leave, such leave will be granted by the Employer within 6 months from the date of the entitlement, but the taking of such leave may be postponed to such a date as is mutually agreed.
- ii. Any long service leave will be inclusive of any public holiday or accrued day off occurring during the period when leave is taken.
- iii. Long service leave must be taken in one period. However, the Employer and an Employee may agree for long service to be taken in multiple instances, where an Employee may take:
 - A. the first 6 months of long service leave to which an Employee becomes entitled under this Agreement in 2 or 3 separate periods; and
 - B. any further long service leave to which the Employee becomes entitled to, in 2 separate periods; and/or
 - C. their long service leave as a minimum of one day.

(h) **Definitions**

For the purposes of this Clause the following definitions apply:

“Pay” means remuneration for an Employee’s normal weekly hours of work, calculated at the Employee’s ordinary time rate of pay provided in Schedule B of this Agreement hereof at the time the leave is taken or (if the Employee dies before the completion of leave so taken) as at the time of his or her death, and will include the amount of any increase to the Employee’s ordinary time rate of pay which occurred during the period of leave from the date such increase operates provided that where accommodation is made available to an Employee during their period of leave, and where a

deduction is made for the rental, such amount will be deducted from the pay for the period of leave.

“**Month**” will mean a calendar month.

(i) **Requests for alterations to payment and quantum of leave**

- A. At the request in writing of the Employee, and then by agreement of the Employer, long service leave entitlements may be taken as double the quantum of leave at half pay or half the quantum of leave at double pay.
- B. Where the Employee is considering making such a request, the Employer recommends that the Employee seek independent financial advice as to the relevant taxation implications, if any, prior to making such a request.
- C. The Employer will provide to the Employee, if requested by the Employee, in writing an indication of the payment and the tax payable as a result of the Employee choosing either double the leave at half pay or double the pay for half the leave, option prior to the request by the Employee being finalised.

(j) **Leave may be used for Transition to Retirement**

The Employer and Employee may also agree for long service leave be taken for one day per week to facilitate an Employee’s transition to retirement, subject to:

- A. the Employee providing written notice of retirement, together with a letter of resignation, with such notice to be provided within 12 months of the retirement date;
- B. the Employee intending to genuinely retire and leave the paid workforce;
- C. the transition to retirement period not exceeding 12 months;
- D. the amount of long service leave utilised for this purpose being limited to one day per week;
- E. the Employee having the required long service leave balance available; and
- F. the Employer being able to reasonably accommodate such leave, taking into account reasonable operational and business needs.

(k) **Calculating continuous service for casual Registered Nurses**

i. **Continuous Service – RN Casual Employment only**

Continuous service of a casual Employee employed under this Agreement will accrue at the rate of 0.8667 weeks of service, in accordance with the *Long Service Leave Act 2018* (Vic) provided that:

- A. For the purpose of this clause 43(k), “continuous service” has the same meaning as “Continuous Employment” contained in sections 12, 13 and 14 of the *Long Service Leave Act 2018* (Vic).
- B. The provisions of this subclause are to be read subject to the *Long Service Leave Act 2018* (Vic), the NES, and any binding authority of a Court of competent jurisdiction.
- C. There is no retrospective limit on the accrual related to casual service.

ii. **Continuous Employment – RN Mixed Full-time/Part-time and Casual**

- A. ‘Permanent Accrual Rate’ means an accrual rate of 1.733 weeks’ per year of service, in accordance with subclause 43(k) above for a full-time or part-time Employee.
- B. ‘Casual Accrual Rate’ means an accrual rate of 0.8667 weeks’ per year of service in accordance with subclause 43(k)(i) above. There is no retrospective limit on the accrual related to casual service. The casual accrual rate only applies to casual registered Nurses.
- C. Where a Registered Nurse has Continuous Employment that includes a mixture of full-time/part-time, on the one hand, and casual employment on the other, the accrual rates for long service leave will correspond to the relative periods of each type of the employment. That is, periods of full-time/part-time service will, for long service leave purposes, accrue at the Permanent Accrual Rate and the periods of casual employment will accrue at the Casual Accrual Rate. If engagement patterns vary throughout a period of Continuous Employment, then the relevant accrual rates for long service leave will correspond to the specific periods of full-time/part-time employment and casual engagement.
- D. For the avoidance of doubt, the entitlement to long service leave in accordance with clause 43.3(k)(ii)D above includes continuous service as both a casual Employee and a full-time/part-time Employee.
- E. For the purpose of this clause, ‘continuous service’ has the same meaning as “Continuous Employment” in sections 12, 13 and 14 of the *Long Service Leave Act 2018* (Vic).

- F. The provisions of this subclause are to be read subject to the *Long Service Leave Act 2018* (Vic), the NES, and any binding authority of a Court of competent jurisdiction.

44. EXAMINATION LEAVE

- 44.1 Employees will be entitled to 5 days paid leave in any one year for the purposes of undertaking and/or preparing for examinations in a course of study and for major assessment tasks or other major methods of assessment. Leave entitlements pursuant to this clause will not accumulate from year to year.
- 44.2 Entitlement to leave pursuant to subclause 44.1 will be available to full-time and part-time Employees who are employed to work on average for three shifts or 24 hours per week.
- 44.3 Entitlement to leave pursuant to subclause 44.1 will be subject to an Employee having been employed by the Employer for 12 months immediately prior to taking of examination leave.
- 44.4 Entitlement to leave pursuant to subclause 44.1 will be granted for studies which are related to Classification in Grades duty requirements, relevant to advancement through the career structure and to employment with the Employer and would normally be undertaken in a Tertiary Institution or Registered Training Organisation.
- 44.5 Entitlement to leave pursuant to subclause 44.1 will be taken at a time that is mutually agreed between the Employer and the Employee. The Employer will not unreasonably withhold approval for such leave.

45. STUDY LEAVE FOR POST GRADUATE STUDIES

- 45.1 Full-time Employees will be entitled to 4 hours paid Study Leave (pro rata for part-time Employees) per week for 26 weeks per annum for approved post graduate/registration study in any one year for the purposes of attending courses and/or undertaking or preparing for examinations in a relevant post graduate/registration course of study. Part-time Employees will be entitled to Study Leave in accordance with this clause on a pro rata basis. Leave entitlements pursuant to this clause will not accumulate from year to year.
- 45.2 Entitlement to Study Leave will be granted for studies which are relevant to employment as approved by the Employer. For the avoidance of doubt, study undertaken by Enrolled Nurses to become Registered Nurses is not considered study relevant to employment.
- 45.3 Entitlement to Study Leave will be taken at a time that is mutually agreed between the Employer and the Employee. The Employer will not unreasonably withhold approval for such leave.

46. PROFESSIONAL DEVELOPMENT/CONFERENCE LEAVE

- 46.1 The Employer encourages all nursing staff to attend relevant seminars and conferences on a regular basis. Costs will either be shared or paid for in total by the Employer in amounts agreed between the parties on a case by case basis.
- 46.2 Full-time and part-time (four shifts or more per fortnight) Employees will be entitled to 3 days professional development/conference leave per year. This leave is in addition to other leave entitlements in the Agreement. To access the benefits of this provision it is the responsibility of the Employee to make an application for this leave. This leave is to be taken within each calendar year and is not cumulative.
- 46.3 An application for this leave, nominating the preferred date(s), will be made in writing providing a brief description of the nature of the professional development activity to be undertaken and the relevance to the Employee's work. The application may be for research, attendance at seminars and conferences.
- 46.4 This application will be made at least 6 weeks prior to the requested date(s) and may be approved by the Regional Manager with such approval not to be withheld unreasonably.
- 46.5 The Nurses may be required to provide feedback and educational information on the seminar/conference to the relevant Regional Manager or Nurse coordinator.

47. JURY SERVICE

- 47.1 An Employee who has been summoned for jury service and who has attended court, whether or not they have actually served on a jury, is entitled to be reimbursed by their Employer an amount equal to the difference between the amount of remuneration paid and the amount that they could reasonably expect to have received from their Employer as earnings for that period had they not been performing jury service.
- 47.2 An Employee will notify their Employer as soon as possible of the date upon which they are required to attend for jury service. Further the Employee will give their Employer proof of their attendance at the court, the duration of such attendance and the amount received in respect of such jury service.

48. MAKE UP PAY (Victorian Employees only)

- 48.1 Any reference to the *Accident Compensation Act 1985 (Vic)* in this clause will be deemed to include a reference to the *Workplace Injury Rehabilitation and Compensation Act 2013 (Vic)* and the *Workers Compensation Act 1958 (Vic)*.

48.2 Definitions

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

(a) Accident pay

Total incapacity; In the case of an Employee who is or deemed to be totally incapacitated within the meaning of the Workers Compensation Act and arising from an injury covered by this clause, "**accident pay**" means a weekly payment of an amount representing the difference between the total amount of compensation paid under section 9.1(b)(i) (or equivalent) of the

Workers Compensation Act for the week in question, and the total 38 hour weekly rate and weekly over-agreement payment for a day Employee, which would have been payable under this part for the Employee's normal classification of work for the week in question if she/he had been performing her/his normal duties provided that such latter rate will exclude additional remuneration by way of shift premiums, overtime payments, special rates or other similar payments.

(b) **Partial incapacity**

In the case of an Employee who is or deemed to be partially incapacitated within the meaning of the Workers Compensation Act and arising from an injury covered by this clause, "**accident pay**" means a weekly payment of an amount representing the difference between the total amount of compensation paid under section 9.1(b)(ii) (or equivalent) of the Workers Compensation Act for the period in question, together with the average weekly amount the Employee is earning or is able to earn in some suitable employment or business (as determined expressly or by implication by the Workers Compensation Board or as agreed between the parties) and the total 38 hour weekly rate and weekly over-agreement payment for a day Employee, which would have been payable under this part for the Employee's normal classification of work for the week in question if he had been performing his normal duties provided that such latter rate will exclude additional remuneration by way of shift premiums, overtime payments, special rates or other similar payments.

- A. The total 38 hour weekly agreement rate and weekly over-agreement payment mentioned above will be the same as that applying for a total incapacity provided that where an Employee receives a weekly payment under this section, and subsequently such payment is reduced pursuant to section 9.6(l) (or equivalent) of the Workers Compensation Act, such reduction will not increase the liability of the Employer to increase the amount of accident pay in respect of that injury.
- B. For the purposes of the calculation of the total 38 hour weekly agreement rate and weekly over-agreement payment in (a) and (b), payments made to an Employee arising from a production incentive earnings scheme (whether arising from a payment by results, task or bonus scheme or however titled) will not be taken into account.

(c) **Payment for part of a week**

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

- (d) **Injury** will be given the same meaning and application as applying under the Workers Compensation Act, as amended from time to time and no injury will result in the application of accident pay unless an entitlement exists under the Workers Compensation Act.

- (e) **Workers Compensation Act** means the *Workplace Injury Rehabilitation and Compensation Act 2013 (Vic)*, as amended from time to time, in the State of Victoria.

48.3 **Qualification for payment**

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

- 48.4 Accident pay will only be payable to an Employee whilst such Employee remains in the employment of the Employer by whom they were employed at the time of the incapacity and then only for such period as they receive a weekly payment under the Workers Compensation Act. Provided that if an Employee on partial incapacity cannot obtain suitable employment from their Employer but such alternative employment is available with another Employer than the relevant amount of accident pay will be payable.
- (a) Provided further that in the case of the termination of employment by an Employer of an Employee who is incapacitated and who, except for such termination would be entitled to accident pay, accident pay will continue to apply subject to the provisions of this clause except in those cases where the termination is due to serious and/or wilful misconduct on the part of the Employee.
- (b) In order to qualify for the continuance of accident pay on termination, an Employee will, if required, provide evidence to their Employer of the continuing payment of weekly Employees compensation payments.
- 48.5 Accident pay will not apply to any incapacity occurring during the first 2 weeks of employment unless such incapacity continues beyond the first 2 weeks and then subject to (d) and to the maximum period of payment prescribed elsewhere herein, accident pay will apply only to the period of incapacity after the first 2 weeks.
- (a) Provided that as to industrial diseases contracted by a gradual process or injuries subject to recurrence, aggravation or acceleration as provided in section 3 of the Workers Compensation Act (or equivalent), such injuries or diseases shall not be subject to accident pay unless the employee has been employed with the employer at the time of the incapacity for a minimum period of one month.
- 48.6 Accident pay will not apply in respect of any injury during the first 5 normal working days of incapacity.
- (a) Provided however that in the case of a Registered Nurse or Mothercraft Nurse who contracts an infectious disease in the course of duty and is entitled to receive workers compensation therefore will receive accident pay from the first day of the incapacity.

48.7 **Maximum period of payment**

The maximum period or aggregate of periods of accident pay to be made by an Employer will be a total of 39 weeks for any one injury as defined in (a)(iv).

48.8 Absences on other paid leave

An Employee will not be entitled to payment of accident pay in respect of any period of other paid leave of absence.

48.9 Notice of injury

An Employee upon receiving an injury for which they claims to be entitled to receive accident pay will give notice in writing of the said injury to their Employer as soon as reasonably practicable after the occurrence thereof provided that such notice may be given by a representative of the employee.

48.10 Medical examination

- (a) In order to receive entitlement to accident pay, an Employee will conform to the requirements of the Workers Compensation Act as to medical examination.
- (b) Where in accordance with the Workers Compensation Act, a medical referee gives a certificate as to the condition of the Employee and their fitness for work, or specifies work for which the Employee is fit, and such work is made available by the Employer and refused by the Employee or the Employee fails to commence the work, accident pay will cease from the date of such refusal or failure to commence the work.

48.11 Cessation of weekly payments

Where there is a cessation or redemption of weekly compensation payments under the Workers Compensation Act, the Employer's liability to pay accident pay will cease as from the date of such cessation or redemption.

48.12 Civil damage claims

- (a) An Employee receiving or who has received accident pay will advise their Employer of any action they may institute or any claim they may make for damages. Further the Employee will, if requested, provide an authority to the Employer entitling the Employer to a charge upon any money payable pursuant to any judgement or settlement on that injury.
- (b) Where an Employee obtains a judgement or settlement for damages in respect of an injury for which they have received accident pay, the Employer's liability to pay accident pay will cease from the date of such judgement or settlement provided that if the judgement or settlement for damages is not reduced either in whole or part by the amount of accident pay made by the Employer, the Employee will pay to their Employer any amount of accident pay already received in respect of that injury by which the judgement or settlement has not been so reduced.
- (c) Where an Employee obtains a judgement or settlement for damages against a person other than the Employer in respect of an injury for which they have received accident pay, the Employer's liability to pay accident pay will cease from the date of such judgement or settlement provided that if the judgement or settlement for damages is not reduced either in whole or part by the amount of accident pay made by the Employer, the Employee will pay to their Employer any amount of accident pay already received in respect of that injury by which the judgement or settlement has not been so reduced.

48.13 Insurance against liability

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

48.14 Variations in compensation rates

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

48.15 Death of an Employee

All rights to accident pay will cease on the death of an Employee.

48.16 Commencement

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

49. LEAVE TO DEAL WITH FAMILY AND DOMESTIC VIOLENCE

49.1 This clause applies to all Employees, including casuals.

49.2 Definitions

- (a) In this clause: family member means:
 - i. a spouse, de facto partner, child, parent, grandparent, grandchild; or
 - ii. sibling of the Employee; or
 - iii. a child, parent, grandparent, grandchild or sibling of a spouse or de facto partner of the Employee; or
 - iv. a person related to the Employee according to Aboriginal or Torres Strait Islander kinship rules.
- (b) A reference to a spouse or de facto partner in the definition of family member in clause 49.2(a) includes a former spouse or de facto partner.
- (c) Operation of leave under this clause provides for leave for victims of crime.

49.3 Entitlement to paid leave

An Employee is entitled to 10 days' paid leave to deal with family and domestic violence, as follows:

- (a) the leave is available in full at the start of each 12 month period of the Employee's employment; and
- (b) the leave does not accumulate from year to year; and
- (c) is available in full to part-time and casual Employees.

Note:

1. A period of leave to deal with family and domestic violence may be less than a day by agreement between the Employee and the Employer.
2. The Employer and Employee may agree that the Employee may take more than 10 days' paid leave to deal with family and domestic violence.

49.4 **Taking leave**

An Employee may take paid leave to deal with family and domestic violence if the Employee:

- (a) is experiencing family and domestic violence; and
- (b) needs to do something to deal with the impact of the family and domestic violence and it is impractical for the Employee to do that thing outside their ordinary hours of work.

Note: The reasons for which an Employee may take leave include making arrangements for their safety or the safety of a family member (including relocation), attending urgent court hearings, or accessing police services.

49.5 **Service and continuity**

The time an Employee is on unpaid leave to deal with family and domestic violence does not count as service but does not break the Employee's continuity of service. Paid leave counts towards service and is as though worked.

49.6 **Notice and evidence requirements**

(a) **Notice**

An Employee must give their Employer notice of the taking of leave under clause 49. The notice:

- i. must be given to the Employer as soon as practicable (which may be a time after the leave has started); and
- ii. must advise the Employer of the period, or expected period, of the leave.

(b) **Evidence**

- i. An Employee who has given their Employer notice of the taking of leave under clause 49 must, if required by the Employer, give the Employer evidence that would satisfy a reasonable person that the leave is taken for the purpose specified in clause 49.4.

Note: Depending on the circumstances such evidence may include a document issued by the police service, a court or a family violence support service, or a statutory declaration.

49.7 **Confidentiality**

- (a) Employers must take steps to ensure information concerning any notice an Employee has given, or evidence an Employee has provided under clause 49.6 is treated confidentially, as far as it is reasonably practicable to do so.
- (b) Nothing in clause 49 prevents an Employer from disclosing information provided by an Employee if the disclosure is required by an Australian law or is necessary to protect the life, health or safety of the Employee or another person.

Note: Information concerning an Employee's experience of family and domestic violence is sensitive and if mishandled can have adverse consequences for the Employee. Employers should consult with such Employees regarding the handling of this information.

50. CEREMONIAL LEAVE

An Employee who is required by Aboriginal or Torres Strait tradition to be absent from work for Aboriginal or Torres Strait ceremonial purposes will be entitled to up to 10 working days unpaid leave in any one year, with the approval of the Employer.

51. COMMUNITY SERVICE LEAVE

Employees are entitled to Community Service leave in accordance with the NES.

52. PANDEMIC LEAVE

An employee who is required to self-isolate or is otherwise prevented from working because of measures taken by the government or medical authorities in response to a pandemic (**Pandemic Measures**), will be entitled to up to 3 working days ordinary paid leave in any one year. The employer may request evidence to support an application for paid pandemic leave. This evidence should be sufficient to satisfy a reasonable person that the employee is unable to attend work due to Pandemic Measures.

53. WORKPLACE UNION DELEGATES

53.1 The Act provides that union delegates are entitled to:

- (a) represent the industrial interests of members and potential members of the Employee organisation (including in disputes with their Employer)
- (b) reasonable communication with members and potential members about their industrial interests
- (c) reasonable access to the workplace and its facilities (including reasonable use of computer terminal, meeting rooms and phone) to represent those industrial interests
- (d) reasonable access to paid time during normal working hours for workplace delegate training.

53.2 The Employer will provide a total pool of 15 days paid leave under the Agreement (non-cumulative between 1 January to 31 December each year) for appointed ANMF delegates to attend union delegate training leave, attendance at union conferences, IR or OHS education meetings and courses, provided that:

- (a) 4 weeks period of notice is provided to the Regional Manager;
- (b) the approval of leave must have regard to the operational requirements of the Employer (which may include outbreaks and requirements for staffing levels);
- (c) this leave will be paid at the ordinary time rate of pay.


53.3 Leave of absence granted pursuant to this clause will count as service for all purposes of this Agreement.

54. DISCIPLINARY PROCEDURE

- 54.1 The Employer commits itself to effective disciplinary procedures. Wherever appropriate, disciplinary action will only be taken after the performance, conduct or behaviour of an Employee has been addressed with that Employee.
- 54.2 Where disciplinary action is necessary, the management representative will notify the Employee of the reason(s) in writing and the Employee will be given an opportunity to respond to these reasons. In the event that the Employee's explanation is deemed by the organisation management to be unsatisfactory, the Employer may take any of the following steps depending on the seriousness of the conduct.
- (a) counsel the Employee, with the counselling recorded on the Employee's personnel file;
 - (b) give the Employee a first warning, which will be verbal and a record of the warning recorded on the personnel file;
 - (c) give the Employee a second written warning in the event that the Employee has previously been given a first warning for that or similar course of conduct;
 - (d) give the Employee a final written warning in the event that the Employee has previously been given a second written for that or similar course of conduct;
 - (e) in the case where conduct is sufficiently serious, issue a first and final warning;
 - (f) terminate the Employee on notice in the case of an Employee who repeats a course of similar conduct for which a final warning was given;
 - (g) terminate the Employee without notice where the conduct is serious misconduct (as defined for the purposes of the Act) that is wilful and deliberate;
 - (h) in case of misconduct warranting termination, either summarily or on notice, the Employer may issue the Employee with a final warning without following the steps in (a) to (f) above.
- 54.3 The Employer's decision and a summary of its reasons will be notified to the Employee in writing.
- 54.4 A dispute over this clause is to be dealt with in accordance with the Dispute Resolution Procedure of this Agreement.
- 54.5 Throughout this process, the Employer or Employee may have a representative of their choice.

SIGNATURES

Signed for and on behalf of
I-MED Victoria Pty Ltd

Signature: .....

Name James Wood.....

Title Operations Manager.....

Address Level 3, 321 Ferntree Gully Road, Mount Waverley,
VIC, 3149.....

In the presence of:

Signature: .....

Print Name: Peter Fuller-Thompson.....

Date: 4 July 2024.....

Address: Level 3, 321 Ferntree Gully Road,
Mount Waverley, VIC, 3149.....

Signed on behalf of
I-MED Regional Pty Ltd

Signature: .....

Name James Wood.....

Title Operations Manager.....

Address Level 3. 321 Ferntree Gully Road, Mt Waverley,
VIC, 3149.....

In the presence of:

Signature: .....


Print Name: Peter Fuller -Thompson.....

Date: 4 July 2024.....

Address: Level 3, 321 Ferntree Gully Road, Mt Waverley,
VIC, 3149.....

SIGNATURES

Signed for and on behalf of
Employees

Signature: 

Name

Rebecca Burton
.....

Title

Area Nurse Co-Ordinator
.....

Address

I-Med Peninsula Private
.....
525 McClelland Dve Frankston 3199
.....

In the presence of:

Signature: 

Print Name: Rafael Rapoport

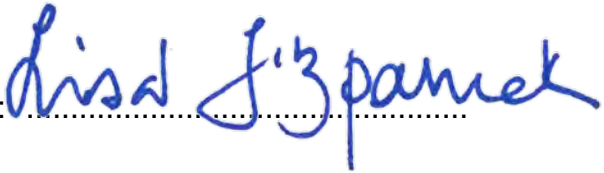
Date:..... 04/07/2024

Address:..... 525 McClelland Drive, Frankston 3199

.....

SIGNATURES

Signed for and on behalf of
ANMF Victorian Branch

Signature: 

Name Lisa Fitzpatrick
Title Secretary
Address 535 Elizabeth Street
..... Melbourne Victoria 3000

In the presence of:

Signature: 

Print Name: Kellie Whitefield

Date: 2 July 2024

Address: 535 Elizabeth Street
..... Melbourne Victoria 3000

Signed on behalf of the
ANMF Tasmanian Branch

Signature: 

Name Emily Shepherd
Title Branch Secretary
Address 182 Macquarie Street
..... Hobart TAS 7000

In the presence of:

Signature: 

Print Name: Mary Jane Bickel

Date: 5 July 2024

Address: 182 Macquarie Street
..... Hobart TAS 7000

SCHEDULE A – EMPLOYMENT CLASSIFICATIONS

Table 1 – Enrolled Nurses

Grade	Level	Definition
Enrolled Nurse 1	1-6	<p>EN1 applies to Enrolled Nurses who do not hold an NMBA approved qualification in administration of medicines.</p> <p>Progression – An EN1 will progress through the increments on completion of a year of experience, including previous experience.</p>
Enrolled Nurse 2	1-7	<p>Cert IV Entry - EN Level 2.1 is the entry to practise rate for the first year of experience of an Enrolled Nurse who holds a NMBA approved Cert IV – Nursing [HLT 43407] including predecessor qualification without prior experience as an Enrolled Nurse. On completion of each year of experience thereafter the Employee will progress to the next increment up to and including EN Level 2.6.</p> <p>EN 2.1 to 2.6 inclusive will also apply to an Enrolled Nurse who holds an NMBA approved qualification in administration of medicines with an Administration of Medication Scope of up to four routes. Experience includes experience as an Enrolled Nurse prior to holding the Administration of Medication qualification.</p> <p>Diploma Entry - EN Level 2.3 is the entry to practise rate for the first year of experience of an Enrolled Nurse who holds an NMBA approved Diploma of Nursing [HLT 54115] including predecessor or successor qualification however named without prior experience as an Enrolled Nurse. On completion of each year of experience thereafter the Employee will progress to the next increment up to and including EN 2.7</p> <p>EN 2.3 to 2.7 inclusive also applies to an Enrolled Nurse who holds an NMBA approved qualification in administration of medicines with an Administration of Medication Scope of all five routes. Experience includes experience as an Enrolled Nurse prior to holding the Administration of Medication qualification.</p> <p>Progression – An EN2 will progress through the increments on completion of a year of experience, including previous experience.</p>
Enrolled Nurse 3	1-3	<p>EN3.1 applies to an Enrolled Nurse who does not hold an NMBA approved qualification in administration of medicines but who meets the criteria in Schedule C Enrolled Nurse Level 3 Advancement Criteria.</p>

		<p>EN3.2 applies to an Enrolled Nurse who holds an NMBA approved qualification in with an Administration of Medication Scope of up to four routes and who meets the criteria in Schedule C Enrolled Nurse Level 3 Advancement Criteria.</p> <p>EN3.3 applies to an Enrolled Nurse who holds an NMBA approved qualification in administration of medicines with an Administration of Medication Scope of up to five routes and who meets the criteria in Schedule C Enrolled Nurse Level 3 Advancement Criteria.</p>
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Table 2 – Registered Nurses

Grade	Level	Definition
Registered Nurse 2	2.2	<p>A Registered Nurse in their first year of experience following registration as a Registered Nurse with the NMBA</p> <p>*RN Level 2.1 is the allowance rate only used for calculating the Change of Roster allowance</p>
	2.3 – 2.10	<p>A Registered Nurse in the second or subsequent years of experience as a Registered Nurse and not elsewhere classified.</p>
Clinical Nurse Specialist	-	<p>The primary focus of the CNS nurse is clinical, completing duties at a higher level of skill than would be expected of other Grade 2 nurses but less than Grade 3 positions. A CNS Nurse must demonstrably fulfil a higher skilled and demanding role than would generally be expected of a registered nurse with seven (7) years' experience in a diversity of areas. Practising in a specialised field does not make an Employee a Clinical Nurse Specialist.</p> <p>Clinical Skill</p> <ol style="list-style-type: none"> 1. The nurse must demonstrate higher levels of skill in clinical decision making, in particular, problem identification, interpretation of clinical data, analysis and solution. 2. Contribute to the establishment and updating of protocols and procedures for clinical practice within the organisation 3. Demonstrate an advanced level of skill in the setup, operation, problem solving and maintenance of equipment commonly used in the treatment/diagnosis of medical imaging patients 4. Performs extra duties to benefit the company, not mandatory of employment, requiring training and ongoing updates. For example, OH & S, Life Support Training.

		<p>Professional Behaviour and Development</p> <p>The nurse must:</p> <ol style="list-style-type: none"> 1. Be committed to customer service in accordance with I-Med's customer service policy 2. Be flexible within clinic requirements to ensure high standards and continuity of patient care that support safe decisions to the full extent of the scope of nursing practice. 3. Demonstrate positive role modelling 4. Demonstrate involvement in relevant professional bodies and professional forums 5. Act as a mentor / resource for other Employees within the organisation 6. Contribute to legal and ethical nursing issues within the organisation
Registered Nurse 3	1-4	<p>A Registered Nurse appointed and paid as such.</p> <p>A Grade 3 will be appointed at each high level site (a high level site employs 3 or more nursing full-time equivalents) or less as agreed in consultation with the Employer and area co-ordinator</p>
Registered Nurse 4	1-6	<p>A Registered Nurse appointed as a Nurse Coordinator and paid as such.</p> <p>A Grade 4 will be appointed to each region as a Nurse Coordinator.</p>

SCHEDULE B – WAGES AND ALLOWANCES

Table 1 – Enrolled Nurse wage rate schedules

Enrolled Nurse Level 1 (no medication endorsement)	FPPOA	FPPOA
	01-Jul-24	01-Jul-25
	3.5%	3.0%
1.1*	\$ 32.67	\$ 33.65
1.2	\$ 33.29	\$ 34.28
1.3	\$ 34.10	\$ 35.12
1.4	\$ 34.70	\$ 35.75
1.5	\$ 36.12	\$ 37.21
1.6	\$ 37.48	\$ 38.61
Enrolled Nurse Level 2 (medication endorsement 4 or 5 routes)**		
2.1	\$ 33.98	\$ 35.00
2.2 ***	\$ 34.61	\$ 35.65
2.3	\$ 35.46	\$ 36.52
2.4	\$ 36.09	\$ 37.17
2.5	\$ 37.57	\$ 38.69
2.6	\$ 38.98	\$ 40.15
2.7****	\$ 39.73	\$ 40.92
Enrolled Nurse Level 3*		
3.1*****	\$ 40.75	\$ 41.97
3.2(4 routes)	\$ 42.38	\$ 43.65
3.3(5 routes)	\$ 43.14	\$ 44.43
*Allowance rate (weekly full-time rate used to calculate EN Change of Roster Allowance)		
** includes 4 % medication allowance		
*** Entry level for Diploma Medication Endorsed for 4 & 5 routes		
**** Medication endorsed with 5 routes and has advanced through yearly progressions		
***** Was in receipt of seniors allowance without medication endorsement		

Table 2 – Registered Nurse wage rate schedules

Registered Nurse Grade 2	FPPOA	FPPOA
	01-Jul-24	01-Jul-25
	3.5%	3.0%
Year 1*	\$ 38.43	\$ 39.58
Year 2**	\$ 39.39	\$ 40.57
Year 3***	\$ 40.99	\$ 42.22
Year 4	\$ 42.01	\$ 43.27
Year 5	\$ 43.27	\$ 44.57
Year 6	\$ 44.35	\$ 45.68
Year 7	\$ 45.98	\$ 47.36
Year 8	\$ 47.12	\$ 48.54
Year 9	\$ 48.60	\$ 50.06
Year 10	\$ 50.22	\$ 51.73
Clinical Nurse Specialist		
Year 1	\$ 50.61	\$ 52.13
Registered Nurse Grade 3		
Year 1	\$ 51.80	\$ 53.36
Year 2	\$ 52.82	\$ 54.40
Year 3	\$ 53.84	\$ 55.45
Year 4	\$ 54.85	\$ 56.50
Registered Nurse Grade 4		
Year 1	\$ 60.64	\$ 62.45
Year 2	\$ 62.22	\$ 64.09
Year 3	\$ 63.72	\$ 65.63
Year 4	\$ 65.18	\$ 67.13
Year 5	\$ 66.00	\$ 67.98
Year 6	\$ 66.82	\$ 68.82
* Allowance rate only (weekly full-time rate used to calculate RN Change of Roster Allowance)		
** Graduate entry		
*** Allowance rate (weekly full-time rate used to calculate RN Qualifications Allowances)		

Table 3 – Allowances

Allowances Registered Nurse Qualifications	FPPOA	FPPOA
	01-Jul-24	01-Jul-25
	3.5%	3.0%
Hospital/ Graduate Certificate	\$ 60.51	\$ 62.32
Post Graduate Diploma or Degree	\$ 98.31	\$ 101.26
Masters	\$ 113.44	\$ 116.85
Doctorate	\$ 128.56	\$ 132.41
Allowances	Jul-24	Jul-25
Shift - Day/Evening	\$ 30.97	\$ 31.90
Laundry (per shift)	\$ 0.54	\$ 0.56
Uniform (Daily)	\$ 1.53	\$ 1.58
Uniform (Weekly)	\$ 7.70	\$ 7.93
Meal	\$ 29.91	\$ 30.81
Lead Apron allowance (per shift)	\$ 8.00	\$ 8.00
Change of Roster**	2.50%	
Cannulation(grandfathered)	3.50%	N/A
Travel (per km)*	Award	Award
On-Call	Jul-24	Jul-25
1 Cluster	\$ 53.68	\$ 55.29
2 Clusters	\$ 80.52	\$ 80.52
3 Clusters	\$ 145.41	\$ 145.41
* Travel (per km) will be provided as per the Nurses Award 2020		
** Calculated as 2.5% of the weekly full-time amount of the base rate for EN or RN		
<u>Cluster definitions for Melbourne based Nurses:</u>		
Cluster A: PPH Beleura, The Bays, Casey		
Cluster B: Mulgrave Private, Epworth Eastern, Warringal, St Vincent's Private East Melbourne, Linacre, Caulfield, Waverley Private		
Cluster C: John Fawkner, Werribee Mercy		
On call clusters do not apply to Tasmanian Nurses		
I-Med will consult with Tasmanian employees if on call becomes a requirement and determine how on-call will be implemented, with terms being no less than the on-call rates for 1 Cluster as set out above.		
Where Cluster A, B or C may need to be amended due to operational reasons, I-MED will consult with impacted employees about changes.		

SCHEDULE C – EN LEVEL 3 AND CNS PROGRESSION

Enrolled Nurse Level 3 Advancement Criteria

- (a) To meet the advancement criteria, an Enrolled Nurse is to meet both (b)(i) and (b)(ii) below before making an application.
- (b) The eligibility criteria are:
 - (i) Can provide evidence of achievement of four of the Advanced Enrolled Nurse Level 3 Competency Standards below; AND
 - (ii) either:
 - (1) A minimum of four years post registration experience as an Enrolled Nurse;
 - OR
 - (2) A post registration qualification (of at least 6 months or 200 hours duration), a component of which is relevant to the role.

Advanced Enrolled Nurse Level 3 Competency Standards:

The following are examples of competency standards that meet the criteria in Schedule C (b)(i) above. [**Explanatory note** - *The parties recognise that additional opportunities may exist that are comparable in terms of skill or responsibility to those below. An Enrolled Nurse will be eligible for classification at EN3 where the Enrolled Nurse performs work which meet the competency standards.*]

- (a) Making independent decisions not generally expected of an enrolled nurse, within his/her scope of practice and competency.
- (b) Having worked for the Employer for ten or more continuous years and practises using specialised or advanced knowledge and skills in a clinical area within the enrolled nursing scope of practice.
- (c) Performing extra duties, which require training i.e. health and safety, teaching BLS, managing role.
- (d) Managing film badges, TLD monitors.
- (e) Being a positive role model and mentor to less experienced enrolled nurses or health workers.
- (f) Supervision or induction of visiting enrolled nurses.
- (g) Continual professional development such as attending conferences / seminars and positive contribution of knowledge / skills gained to the work unit,
- (h) Assisting in the education or mentoring of enrolled nurses or health workers.

- (i) Involved in committees or working parties within and/or beyond the work unit. Undertakes an additional responsibility either individually or as part of a clinical/quality team e.g. resource nurse, occupational health and safety representative or committee member, infection control, Quality Improvement activities.
- (j) Assists in the coordination of delegated activities of other staff under the guidance and direction of the Practice Group Manager. For example, guides and supports activities of other enrolled nurses or new staff to local practices.

Applications for advancement to EN3

- (a) Application principles
 - (i) The process for applications for Enrolled Nurse Level 3 should ensure that applicants have equal opportunity to demonstrate their suitability.
 - (ii) Applicants should have reasonable access to the same information relevant to the Level 3 criteria.
 - (iii) No restrictions, other than the set eligibility requirements, are to apply.
 - (iv) Potential applicants should be allowed reasonable time to prepare for the process.
- (b) Application process
 - (i) Applications will be considered by the Employer twice per year. Applications will open for a period of 14 days.
 - (ii) Written applications are to be made to the Practice Group Manager (or equivalent position).
 - (iii) The written application must address the criteria in this Agreement, including:
 - (1) evidence of achievement of four of the Advanced Enrolled Nurse Level 3 criteria; and
 - (2) either:
 - (aa) *A minimum of four years post registration experience as an Enrolled Nurse;*
 - OR
 - (bb) *A post registration qualification (of at least 6 months or 200 hours duration), a component of which is relevant to the role*
 - (iv) Interviews, if required:
 - (1) Will be held within 10 days of the closure of applications.
 - (2) Will be conducted at the local level by the Practice Group Manager (or equivalent position) and may also include up to two other nursing staff such as an RN or EN or educator and a management representative.

- (3) Must relate directly to the Advanced Enrolled Nurse Level 3 criteria, and the supporting evidence within the application.
- (v) The Enrolled Nurse will be notified in writing of the outcome within 7 days of the closing of applications, or where there is an interview, within 7 days after the interview
- (vi) For successful applicants, re-grading will apply from the date of application and be payable from the next fortnightly pay period after notification of a successful application.
- (vii) If the application is unsuccessful, the Employer is to provide detailed written feedback aligned with the criteria, with a supportive development plan to be commenced to assist the Enrolled Nurse in any future application.

In this clause '**year of experience**' has the meaning provided by clause 8.

CLINICAL NURSE SPECIALIST PROVISIONS

This classification is available to Registered Nurses. It provides recognition for nurses who meet both the eligibility criteria and characteristics required. Attainment of the classification is upon written application and subject to the approval of the Regional manager.

ELIGIBILITY CRITERIA

A registered nurse, who is responsible for clinical duties, has specific post basic qualifications, and:

- (a) Has worked for 12 months specific post-qualification in the clinical area of specialty, or
- (b) Has minimum of 4 years full-time equivalent post-basic registration experience, with 3 of those years' experience being in the relevant specialist field.
- (c) Has been employed by the Employer for a minimum of 6 months before application.
- (d) If required, willing and clinically able to work at I-MED clinics other than home clinic, subject to this Agreement.

Post basic specific qualifications must be relevant to the Employer and to the site or clinic(s) at which the nurse is engaged. Obtainment of advanced life support and mandatory yearly update is a required post basic qualification. Other qualifications may pertain, but not limited to the following

- Cardiac tech
- Theatre
- Angiography suite
- Intensive care

CHARACTERISTICS

Clinical Skill

1. The nurse must demonstrate higher levels of skill in clinical decision making, in particular, problem identification, interpretation of clinical data, analysis and solution.
2. Contribute to the establishment and updating of protocols and procedures for clinical practice within the organisation
3. Demonstrate an advanced level of skill in the set up, operation, problem solving and maintenance of equipment commonly used in the treatment/diagnosis of medical imaging patients
4. Performs extra duties to benefit the company, not mandatory of employment, requiring training and ongoing updates. For example, OH & S, Life Support Training.

Professional Behaviour and Development

The nurse must:

1. Be committed to customer service in accordance with I-Med's customer service policy
2. Be flexible within clinic requirements to ensure high standards and continuity of patient care that support safe decisions to the full extent of the scope of nursing practice.
3. Demonstrate positive role modelling
4. Demonstrate involvement in relevant professional bodies and professional forums
5. Act as a mentor / resource for other Employees within the organisation
6. Contribute to legal and ethical nursing issues within the organisation

OVER-RIDING PRINCIPLES

When considering the nurses who may be Clinical Nurse Specialists, the following must be taken into account:

1. The classification of CNS has to be considered in the light of the existence and role of the Registered Nurse Grade 3 and Grade 4 Employees. It also has to be understood that the primary focus of the position is clinical.
2. The Clinical Nurse Specialist must be demonstrably fulfilling a higher skilled and more demanding role than would generally be expected of a registered nurse with seven (7) years experience in a diversity of areas.
3. However, it needs to be recognised that the level of clinical practice reflects the level of remunerative higher level of skill than would be expected of other Grade 2 nurses but less than Grade 3 positions.
4. The fact that a nurse practices his/her profession in a narrow so-called "specialised" field does not make him or her a Clinical Nurse Specialist.
5. Care needs to be taken to ensure that the practice of new skills or the performance of any other particular task may merely reflect changes occurring generally to all levels of nursing care and treatment which is general change in the overall standard of nursing. These general changes to nursing care and standards do not qualify an Employee to be paid as a CNS. The fact that a nurse practises "new" skills or highly technical skills does not make that nurse a CNS.
6. The fact that a nurse may be able to undertake and perform some tasks better than other nurses or that they may be considered to be "all rounders" and therefore able to undertake all tasks competently does not justify the specialist status.
7. A Registered Nurse who does meet the Agreement definition and criteria as contained herein but has been out of the workforce for some time, could not appropriately be classified as a Clinical Nurse Specialist immediately upon re-entering the workforce.

APPLICATIONS FOR CLINICAL NURSE SPECIALIST

- (a) Made in writing to the Area Nurse Co-ordinator.
- (b) The application must address the eligibility criteria and demonstration of characteristics required for the classification.
- (c) Interview, if required, will be held within 10 days of receipt of application letter. Interview will be held with the Regional Manager or Clinic Director, the Area Nurse Co-ordinator and additional Area Nurse Co-ordinator.
- (d) Applicant will be notified of outcome within 7 days. Unsuccessful applicants will be given feedback as to why the application was rejected.
- (e) There is no automatic progression for a Registered Nurse to the CNS classification.

SCHEDULE D – REDUNDANCY ENTITLEMENTS

The following entitlements are applicable to Victorian or Tasmanian Employees respectively.

Victorian Employees

Employees employed in the state of Victoria will receive the following severance pay in accordance with clause 17.5:

Period of continuous service	Severance pay
Less than 1 year	Nil
1 year and less than 2 years	5 weeks pay
2 years and less than 3 years	8.75 weeks pay
3 years and less than 4 years	12.5 weeks pay
4 years and less than 5 years	15 weeks pay
5 years and less than 6 years	17.5 weeks pay
6 years and over	20 weeks pay

Tasmanian Employees

Employees employed in the state of Tasmania will receive the following severance pay in accordance with clause 17.5:

- (i) 2 weeks' pay for each completed year of service and a pro rata amount (of 2 weeks) for the final uncompleted year of service or payment in accordance with the NES, whichever is greater;
- (ii) Full payment of all accrued annual leave entitlements including the leave loading or practice bonus whichever is applicable;
- (iii) Full payment of all accrued pro rata long service entitlements after 7 years of service; and,
- (iv) Fifty per cent of any unused sick leave entitlements (up to a maximum of 20 days).

For the purposes of calculating the above, a week's full pay means the weekly base rate for the classification, any penalties if applicable and any all-purpose work related allowances.

Partial Redundancy for Tasmanian employees

- (i) Where an Employee is not offered similar hours or hours are altered (other than by a normal change of roster in accordance with the Agreement) which causes a significant loss of income, the Employer will pay a partial redundancy to the Employee adversely affected.

- (ii) Partial redundancy payment = existing weekly rate - new weekly rate x 2 weeks x number of completed years of service + pro rata of 2 weeks for any part year of service.

IN THE FAIR WORK COMMISSION

FWC Matter No.: AG2024/2500

Applicant:
I-MED Victoria Pty Ltd

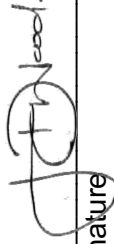
Section 185 – Application for approval of a single enterprise agreement

Undertaking – Section 190

I, James Wood, Operations Manager, have the authority given to me by I-MED Regional Pty Ltd (ACN 095 630 792) and I-MED Victoria Pty Ltd (ACN 080 845 594) (together, “I-MED”) to give the following undertakings with respect to the *I-MED Victoria and Tasmania Nurses Enterprise Agreement 2023* (“the Agreement”):

1. Clause 17.7 of the Agreement, insofar as it refers to no severance payment being payable, will only apply in circumstances where:
 - (a) the Employee’s employment with I-MED is not dismissed and a suitable alternative position within I-MED is offered to the Employee; or
 - (b) an Employee accepts a suitable alternative position within an associated entity of I-MED and the Employee’s prior continuous service with I-MED is recognised by the associated entity for the purposes of all service-based entitlements; or
 - (c) an Employee is otherwise entitled to severance under clause 17 of the Agreement that exceeds what is required by the NES.
2. Despite the terms of clause 41.5(f) of the Agreement, any notice given by the Employee of taking leave in accordance with clause 41 of the Agreement is only required to be given prior to the absence, if that is as soon as it is practicable to do so.

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



Signature

22/07/2024

Date