



Bethesda Hospital Inc

ANF Registered Nurses Agreement 2021

TABLE OF CONTENTS

INTRODUCTION4

1. TITLE5

2. PARTIES..... 5

3. AREA AND SCOPE 5

4. TERM 5

5. REPLACEMENT..... 5

6. COMPREHENSIVE AGREEMENT 5

7. INTERPRETATION6

8. COMMITMENT TO IMPROVED PRODUCTIVITY7

9. DUTIES.....7

10. SEPARATION7

11. PROBATION 8

12. CONTRACT OF EMPLOYMENT..... 8

13. FLEXIBILITY TERM 9

14. TRANSFER 10

15. CONFIDENTIALITY..... 10

16. HOURS 10

17. PART-TIME EMPLOYMENT11

18. CASUAL EMPLOYMENT 12

19. TEMPORARY AND FIXED TERM APPOINTMENTS12

20. OVERTIME..... 12

21. ON CALL ALLOWANCE AND RECALL TO DUTY 13

22. ROSTERS 14

23. MEAL AND MEAL HOURS 14

24. SALARIES AND SALARY PACKAGING 14

25. QUALIFICATIONS ALLOWANCE 16

26. PAYMENT OF WAGES 17

27. TIME AND WAGES RECORD.....18

28. SHIFTWORK 18

29. CALCULATION OF PENALTIES 18

TABLE OF CONTENTS (CONT)

30.	HIGHER DUTIES	19
31.	UNIFORMS.....	19
32.	LEAD APRON ALLOWANCE.....	19
33.	SUPERANNUATION	19
34.	ANNUAL LEAVE	20
35.	ACCRUED DAYS OFF.....	21
36.	PUBLIC HOLIDAYS	22
37.	PERSONAL LEAVE	23
38.	PARENTAL LEAVE	24
39.	COMPASSIONATE LEAVE	29
40.	PROFESSIONAL DEVELOPMENT.....	29
41.	STUDY LEAVE	29
42.	JURY AND WITNESS SERVICE	30
43.	CEREMONIAL LEAVE	30
44.	FAMILY AND DOMESTIC VIOLENCE LEAVE	30
45.	BLOOD DONOR/PLASMA LEAVE.....	32
46.	DEFERRED SALARY SCHEME	32
47.	PURCHASED LEAVE.....	32
48.	REDUNDANCY.....	33
49.	DISPUTE SETTLEMENT PROCEDURES.....	35
50.	UNIT FLEXIBILITY	35
51.	NURSING WORKLOAD MANAGEMENT	36
52.	LONG SERVICE LEAVE	36
53.	FARES AND MOTOR VEHICLE ALLOWANCE	37
54.	LEVEL THREE REGISTERED NURSES -ADDITIONAL HOURS.....	37
55.	CONSULTATION	37
56.	SIGNATORIES.....	40

INTRODUCTION

This Agreement has been developed to reflect the terms and conditions of the previous Agreement (2018) covering Registered Nurses employed at Bethesda Hospital and Bethesda Clinic and those matters that have been agreed as part of the 2021 negotiations.

It has been the intention of the parties to provide a document that is clear, concise, and free of ambiguity and one that assists staff, management, and the Union to interpret terms and conditions accurately and in accordance with the intention of the parties.

Bethesda Health Care is committed to providing a high level of patient care and to be the preferred choice of Doctors, Staff and Patients. In addition, to be recognised in the health sector and community for the provision of high-quality medium acuity surgical services, palliative care and mental health.

To support this Vision, Bethesda Hospital is committed to and promotes the following Values for the guidance of all associated with the Hospital:

- Teamwork
- Respect
- Integrity
- Compassion
- Excellence
- Professionalism

Bethesda Health Care seeks to encourage and maintain a culture that encourages all Employees to develop and grow and to position themselves to be an integral part in the provision of a high range of health services.

The success of this Agreement will be dependent on the commitment of both the organisation and individual staff members to their respective responsibilities as outlined.

Bethesda Hospital Inc. is committed to provide:

1. Fair employment conditions.
2. An environment for individual growth and participation.
3. Effective work practices.
4. Safe working conditions.
5. Relevant on the job training and support for individual staff training and development.
6. Regular feedback to staff to assist in their development.
7. Opportunity for staff participation as appropriate.
8. An open two-way communication process to keep staff informed of organisational changes.

Employees are expected to be committed to:

1. To undertake the full role and responsibilities of their position to the best of their endeavours.
2. Observe all Hospital Policies and Procedures.
3. Work in a safe manner to minimise any risk to themselves or fellow workers.
4. Participate in training and development to maintain and further their skills and qualifications.
5. Support the Bethesda Health Care Mission, Vision, and Values.

1. TITLE

This Agreement shall be called the *Bethesda Health Care ANF - Registered Nurses' Agreement 2021*.

2. PARTIES

- (1) The parties to this Agreement shall be Bethesda Hospital Inc. ('the Employer') and the Employees as specified in Clause 3 - Area and Scope.
- (2) Subject to compliance with the requirements of section 185 and 201 (2) of the *Fair Work Act 2009*, the Australian Nursing and Midwifery Federation (WA Branch) will be covered by this Agreement.

3. AREA AND SCOPE

This Agreement shall apply to all Employees employed in the classifications contained in Clause 24 - Salaries and Salary Packaging at Bethesda Hospital Inc. in the State of Western Australia.

4. TERM

- (1) This Agreement shall come into operation seven days after it is approved by the Fair Work Commission until 1 December 2024.
- (2) Notwithstanding the provisions of subclause (1) hereof, the Agreement shall continue to operate until it is cancelled, carried, or replaced in accordance with the provisions of the *Fair Work Act 2009*.
- (3) It is agreed between the parties that no further claims will be made during the life of this agreement.

5. REPLACEMENT

This Agreement cancels and replaces the *Bethesda Health Care ANF Registered Nurses' Agreement 2018*

6. COMPREHENSIVE AGREEMENT

It is the intention of the parties that this Agreement is a comprehensive document applying to Employees covered by the Agreement to the exclusion of all industrial agreements, including as provided for in the Act. It is further intended that each provision of this Agreement is to be interpreted as not containing unlawful content and that each provision only operates in a manner that would not constitute unlawful content.

7. INTERPRETATION

(1) In this Agreement:

- (a) 'Employee' means an Employee of Bethesda Hospital Inc.
- (b) 'Casual' means an Employee engaged on an hourly basis with no guarantee of continual or additional employment and does not accrue any paid leave entitlements prescribed in the Agreement.
- (c) "Full Time" means an Employee engaged to work an average of 38 ordinary hours a week (40 for staff with an ADO entitlement) in accordance with Clause 16 - Hours.
- (d) 'Part-time' means an Employee regularly employed to work less than those prescribed for full-time Employees.
- (e) 'Ordinary rate' means the rate of pay as prescribed in Clause 24 - Salaries and Salary Packaging of this Agreement.
- (f) 'Employer' means Bethesda Hospital Inc, or a person delegated by the Chief Executive Officer to exercise the power on his/her behalf.
- (g) 'Fixed Term Contract' refers to a contract of employment in which an Employee is engaged for a specific purpose or for a specified period of time.
- (h) 'Immediate Family' means the Employee's, spouse's or de facto partner's child, parent, grandparent, grandchild or sibling or a child, parent, grandparent, grandchild or sibling of a spouse or de facto partner of the Employee in accordance with the *Fair Work Act 2009* (as amended).
- (i) 'Child' includes an adopted child, stepchild, ex-nuptial child or adult child.
- (j) 'Nurse' means a person registered under the Health Practitioner Regulation National Law (Western Australia) in the nursing profession whose name is entered on Division 1 of the Register of Nurses kept under that Law as a Registered Nurse.
- (k) 'Ordinary Time Earnings' means the ordinary rate, shift and weekend penalties.
- (l) 'Public Holiday' means days listed in Clause 36 - Public Holidays or the days observed in lieu thereof.
- (m) "Lost Time Break" means the amount of time that a shift break is less than 9.5 hours.
- (n) "Shift Worker" means an Employee who is contracted to work ordinary hours of duty in accordance with a roster where the nurse is rostered for either an afternoon shift, night shift, or a combination of afternoon and night shifts and who may be rostered over any number of the days of the week that the service operates.

An Employee will be considered to have met the definition of shift worker if they are rostered to work night shifts or are regularly rostered on call.

If these requirements are not being met due to the nurse's personal requirements, then the nurse's status as a shift worker will cease and leave entitlements adjusted accordingly. If, however, these requirements are not being met because of operational reasons, then the nurse's status of shift worker will remain.
- (o) 'Union' shall mean the Australian Nursing and Midwifery Federation (WA Branch) (ANMF).

8. COMMITMENT TO IMPROVED PRODUCTIVITY

- (1) The parties to this Agreement recognise that the wage increases, and other benefits contained in this Agreement can only be sustained through improvements in productivity and as such agree to implement work practices which increase flexibility and improve productivity and the sustainability of the Hospital.
- (2) Accordingly, the Employees covered by this Agreement commit to actively cooperate in implementing changes in work and staffing practices designed to improve productivity (including matching staffing levels to patient needs), especially at the department, ward or unit level.
- (3) The parties agree to achieve productivity benchmarks as stated in the Bethesda Health Care Strategic Plan.

9. DUTIES

The Employee will be required to work in accordance with his/her duty statement and the Employer's policies and procedures. The Employer may direct Employees to carry out such duties as are within the limits of the Employee's skills, competence, or training.

10. SEPARATION

Employer Giving Notice

- (1) (a) The contract of service may be terminated by the Employer on any day by giving the Employee the required period of notice in writing and the contract shall expire at the end of that period of notice.
- (b) The required period of notice shall be:

Employee's period of continuous service with the Employer	Period of Notice
Not more than three (3) years	2 weeks
More than three (3) but not more than five (5) years	3 weeks
More than five (5) years	4 weeks

The required period of notice is increased by one week if the Employee is over 45 years old and has completed at least two (2) continuous years' service with the Employer.

- (c) Provided that the contract of service of an Employee engaged as a casual may be terminated by the Employer giving the Employee one hour's notice. Such notice need not be in writing.
 - (d) Payment in lieu of the required period of notice may be made by the Employer if the required notice is not given.
 - (e) The Employer may terminate the contract of service by providing part of the required notice and payment in lieu of the balance.
- (2) Nothing in this clause affects the Employer's right to dismiss an Employee without notice for serious misconduct which justifies instant dismissal.

Employee Giving Notice

- (3) (a) (i) The contract of service of a Level 1 Nurse may be terminated on any day by the nurse giving to the Employer two (2) weeks' notice in writing and the contract shall expire at the end of that period of notice.
- (ii) The contract of service of a Level 2 or Level 3 Registered Nurse may be terminated on any day by the Employee giving the Employer four (4) weeks' notice in writing and the contract shall expire at the end of that period of notice.
- (b) Notwithstanding subclause 10(3)(a)(i) the Employer and the Employee may agree in writing to a longer period of notice up to and including four (4) weeks.
- (c) Provided that the contract of service of an Employee engaged as a Casual may be terminated by the Employee giving the Employer one (1) hours' notice. Such notice need not be in writing.
- (d) If an Employee fails to give the required notice or leaves during the notice period, the Employer may, at its discretion, deduct from any monies due to the Employee, an amount equal to the ordinary rate for the period of notice not given subject to the requirements set out at s324(1) (b) of the *Fair Work Act 2009*.
- (e) The required notice may be dispensed with by agreement in writing between the Employer and the Employee.

Certificate of Service

- (4) Where an Employee whose service terminates requests a certificate of service, a certificate signed by the Employer stating the name of the Employee, the period of service, whether the service was full time, part time or casual and the classifications in this Agreement in which work has been carried out, shall be provided.

11. PROBATION

- (1) The first three (3) months of employment will be on a probationary basis during which time and notwithstanding the provision in Clause 10 - Separation, either party may terminate the contract by giving one (1) weeks' notice in writing or payment of forfeiture in lieu thereof subject to the requirements set out at s324(1) (b) of the *Fair Work Act 2009*.
- (2) The Employer shall provide the Employee with an appraisal of his or her performance during the probationary period.
- (3) The period of probation may be extended up to three (3) months if a fair assessment of the Employee's performance cannot be made during this time due to the:
 - (a) nature of the work; or
 - (b) circumstances in which it is performed; or
 - (c) absence during the period of either the Employee or the Employee's supervisor.

12. CONTRACT OF EMPLOYMENT

- (1) The Employer shall ensure that each Employee has a written contract of employment specifying the Employee's classification and salary point, and hours the Employee will be engaged to work each fortnight. In the case of a temporary Employee the contract of employment shall identify the reason for which they have been employed.
- (2) Any requested variation to an Employee's contract as agreed by both parties, shall be recorded in writing to ensure that contract variation reflects the hours being worked by the Employee

13. FLEXIBILITY TERM

- (1) An employer and employee covered by this enterprise agreement may agree to make an individual flexibility arrangement to vary the effect of terms of the agreement if:
 - (a) the agreement deals with 1 or more of the following matters:
 - (i) arrangements about when work is performed;
 - (ii) overtime rates;
 - (iii) penalty rates;
 - (iv) allowances;
 - (v) leave loading; and
 - (b) the arrangement meets the genuine needs of the employer and employee in relation to 1 or more of the matters mentioned in sub-clause (a); and
 - (c) the arrangement is genuinely agreed to by the employer and employee.
- (2) The employer must ensure that the terms of the individual flexibility arrangement:
 - (a) are about permitted matters under section 172 of the *Fair Work Act 2009*; and
 - (b) are not unlawful terms under section 194 of the *Fair Work Act 2009*; and
 - (c) result in the employee being better off overall than the employee would be if no arrangement was made.
- (3) The employer must ensure that the individual flexibility arrangement:
 - (a) is in writing; and
 - (b) includes the name of the employer and employee; and
 - (c) is signed by the employer and employee and if the employee is under 18 years of age, signed by a parent or guardian of the employee; and
 - (d) includes details of:
 - (i) the terms of the enterprise agreement that will be varied by the arrangement; and
 - (ii) how the arrangement will vary the effect of the terms; and
 - (iii) how the employee will be better off overall in relation to the terms and conditions of his or her employment as a result of the arrangement; and
 - (e) states the day on which the arrangement commences.
- (4) The employer must give the employee a copy of the individual flexibility arrangement within 14 days after it is agreed to.
- (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.

14. TRANSFER

To meet daily operational requirements and patient demand, Employees may be asked to temporarily work in another area or position within the Hospital (within the limits of the Employee's skills, competence or training).

15. CONFIDENTIALITY

Information relating to the Employer or its facilities, its customers or activities may not be released or divulged by the Employee to a third party other than in the proper performance of the Employee's obligations under this Agreement or relevant Act and the Employee's right to seek advice or representation from the Union or other representatives.

16. HOURS

- (1) The ordinary hours of a full-time Employee shall be as follows:
 - (a) 76 hours per fortnight;
 - (b) 10 days in a fortnight (except as agreed); and
 - (c) up to 10 hours a shift.
- (2) The ordinary hours of duty for a part-time Employee shall average no less than the minimum weekly number of hours that have been guaranteed in their contract of employment. Such hours shall be averaged over a four (4) week period.
- (3) Ordinary hours may be worked any day of the week, Monday to Sunday inclusive, and shall be arranged by the Employer to meet its needs.
- (4) A minimum of two (2) days off duty in each fortnight shall be taken consecutively.
- (5) Ordinary hours may not be worked on more than six (6) consecutive days except by agreement between the Employee and the Employer.
- (6) An Employee changing from night to day shift or from day to night shift shall not be rostered on duty during the twenty (20) hours immediately preceding the changed shift.
- (7) Employee's (Full Time and Part Time) who are currently accruing Accrued Days Off (ADO'S) subject to Clause 35 - Accrued Days Off will continue to be eligible for ADO's on the basis of working an average of 80 hours per fortnight (pro rata for Part Time Employees).
- (8) Authorised time worked in excess of a rostered shift or in excess of 76 hours per fortnight (80 for those staff accruing ADO's) by any Employee shall be paid in accordance with the provisions of Clause 20 - Overtime.
- (9) The roster shall in each case provide for a 9.5-hour break between shifts other than by mutual agreement between the Employer and Employee. In any event the minimum break between shifts shall be eight (8) hours.
- (10) Where requested by the Employer and an Employee agrees to commence a shift less than 9.5 hours following the conclusion of the proceeding shift, the Employer will endeavour to roster the Employee off duty early by double the lost time break, without loss of pay.
- (11) Where it is not practicable to give the Employee a reduced shift that Employee shall be entitled to be paid double time for the lost time break worked in the following shift.
- (12) Broken shifts shall not be rostered but may be worked where an Employee is called into work at short notice, either by agreement or as a result of being placed on call. Such a shift will be treated as if the hours were continuous for Overtime purposes as per Clause 20 - Overtime and will also entitle the Employee to claim travel expenses of one return trip to and from their usual place of residence
- (13) There will be times when shorter shifts are required to meet the Hospital's operational requirements however these shifts should not be less than three (3) hours duration. It is intended to limit these shorter shifts where possible.
- (14) An Employee may elect, with the consent of the Employer and subject to operational requirements, to work "make up time" under which the Employee takes off ordinary hours and works those hours at a later time at ordinary rates.

Flexibility - Unit Based Work and Staffing Practices

- (15) It is envisaged that the productivity improvements necessary to support this Agreement will primarily be met at the department, ward, or unit level as a result of the implementation of innovative and efficient work and staffing practices. It is recognised by the parties that a number of flexible work arrangements are currently in place and include in part:
- (a) Self-rostering;
 - (b) Time Off in Lieu (TOIL) by agreement between the Employer and the Employee;
 - (c) Leave without Pay at the Employee's request;
 - (d) Rostered Annual Leave at low activity times by agreement between the Employer and Employee;
 - (e) Short notice annual leave by agreement between the Employer and the Employee;
 - (f) Deployment of Employees' to busier work areas where they have the required skill set;
 - (g) Variable Shift lengths by agreement between the Employee and the Employer; and
 - (h) Work Practice initiatives in consultation with staff.

Recognition of Employees' Outside Interests

- (16) While the Employer expects Employees to be flexible where possible, it also recognises that Employees have outside interests and commitments. Accordingly, an Employee:
- (a) cannot arbitrarily be required to work additional hours. Such hours may only be worked by agreement; and
 - (b) having commenced a shift, cannot be sent home before the end of the shift. This can only happen by agreement.

The objective is to achieve a balance between the Employer meeting the needs of its patients and Employees retaining control over their working hours.

- (17) Changes may only be implemented in accordance with the provisions of this Agreement. Changes involving a departure from the provisions of this clause may only be implemented by agreement between the Employer and Employee(s) concerned.

17. PART-TIME EMPLOYMENT

- (1) A part-time Employee shall be entitled to remuneration and all entitlements (including but not limited to annual leave, long service leave, personal leave, compassionate leave, and any weekly allowances) in the same manner as a full-time Employee, adjusted on a pro-rata basis at the rate of the ordinary hours worked per week in relation to full-time hours.
- (2) A part-time Employee may agree to work additional hours (i.e., unrostered hours) worked in conjunction with an existing shift.
- (a) Where having commenced a rostered shift, any additional hours to the rostered shift are to be paid at overtime rates. The Employee can elect to put these additional hours worked to Time Off in Lieu (TOIL).
- (3) A part-time Employee who opts to work additional hours (excluding hours as per 2(a) above) or additional shifts within the limits prescribed in Clause 16 - Hours, shall have those additional hours paid as follows:
- (a) ordinary rates (plus shift or weekend penalties) in which case the additional hours shall count towards the accrual of leave entitlements.
 - (b) Provided that additional hours or additional shifts in excess of the limits prescribed in Clause 16 - Hours are to be paid at overtime rates.

18. CASUAL EMPLOYMENT

- (1) A casual Employee shall be paid 1/38th of the total rate prescribed in Clauses 24 - Salaries and Salary Packaging, for each hour worked, plus 25% additional loading. Provided that where a casual Employee is engaged to work hours that incur an overtime payment under clauses 20 - Overtime or 21 - On Call Allowance and Recall to Duty, the prescribed overtime payment shall be paid, but not also the 25% additional loading.
- (2) A casual Employee who works on a Public Holiday (as defined at Clause 36 - Public Holidays) shall be paid at the rate of time and one half of the appropriate casual rate of pay.
- (3) A casual shall not receive any of the leave entitlements prescribed in this Agreement, unless specified otherwise.
- (4) **Right to request casual conversion**
 - (a) The Employer will ensure it complies with the provisions contained in the *Fair Work Act 2009* (as amended) relating to offering casual conversion once the Employee has been employed for a minimum period of 12 months
 - (b) A casual Employee may request that their employment be converted to full-time or part-time employment in accordance with the *Fair Work Act 2009* (as amended).
- (5) A casual employee will be paid a minimum of two hours pay for each engagement.

19. TEMPORARY AND FIXED TERM APPOINTMENTS

- (1) Subject to this Agreement an Employee appointed as a temporary or pursuant to a fixed term contract shall accrue and be paid the same benefits as a permanent Employee.
- (2) Nothing in this Agreement shall restrict the right of the Employer or Employee to terminate the engagement within the specified term in accordance with the provisions of Clause 10 - Separation.

20. OVERTIME

- (1) An Employee may be required to work reasonable overtime.
- (2) All time worked by an Employee in excess of their rostered shift or 76/80 hours per fortnight will be overtime and shall be paid as follows.

Payment for Overtime

- (3) Overtime worked prior to or at the conclusion of a rostered shift is paid at:
 - (a) time and a half for the first three hours, and double time thereafter, from Monday to Friday; and
 - (b) double time on a Saturday, Sunday or Public Holiday.
- (4) Overtime worked on a Saturday which is not concurrent with a rostered shift is paid at time and a half for the first three hours and double time thereafter.
- (5) Overtime worked at the conclusion of a 10-hour shift will be paid at double time for the period of the overtime worked.

Time Off in Lieu Of Payment

- (6) An Employee may elect to receive Time Off in Lieu (TOIL) of payment for overtime worked other than for recalls to work. TOIL accrues at the overtime rate applicable to the overtime hours actually worked.
- (7) TOIL can be taken at any time by mutual agreement between the Employer and Employee.
- (8) Where an Employee has elected to take Time Off in Lieu of overtime and such time off has not been taken, the Employee may request a payout of the overtime in accordance with this Clause.
- (9) TOIL in excess of twenty-four (24) hours may be directed to be taken by the employer during periods of low activity unless negotiated otherwise by agreement.
- (10) All unused TOIL will be paid out on termination.

Breaks Between Overtime and Ordinary Days

- (11) Wherever possible, allocation of work shall be managed to ensure that Employees shall have a minimum break of 9.5 hours between the cessation of overtime and the commencement of their next ordinary shift.
- (12) Where an Employee is due to commence their next ordinary duty within 9.5 hours of the cessation of overtime, they shall either:
 - (a) delay the start to their next ordinary duty until such time as 9.5 hours have elapsed since the cessation of overtime without loss of pay for that period; or
 - (b) if directed by the Employer, commence their ordinary duty and be paid at double rates until released from duty. They shall then be entitled to be absent until they have had 9.5 consecutive hours off duty without loss of pay for the remaining hours of that rostered shift.

Meals

- (13) An Employee not notified the previous day or earlier of the requirement to work overtime shall, if working overtime for two (2) hours or more, be provided a Hospital meal during such overtime.

Relationship to on Call

- (14) An Employee may be rostered to be on call at the end of a rostered shift. In the event that the normal rostered hours of work are extended, the Employee shall be paid at overtime rates for those additional hours.

21. ON CALL ALLOWANCE AND RECALL TO DUTY

- (1) On Call allowance is payable where an Employee is required by the Employer to:
 - (a) remain at such a place as will enable the Employer to readily contact him or her during the hours for which he or she has been placed On Call; or
 - (b) carry a mobile telephone or pager and to be available to return to the Hospital within a recognised time frame to meet operational requirements.
- (2) Where an Employee is rostered to be On Call and is recalled to duty, the Employee is entitled to receive the overtime provisions in accordance with sub clause 6, including the minimum recall rate of three (3) hours plus reasonable travelling expenses.
- (3) Wherever practicable, On Call staff shall not be rostered on an early shift the day following being rostered On Call.

On-Call Allowance

- (4) On-Call allowance is paid at:

(a)	From the first pay period on or after 1 December 2021	\$7.50 per hour
(b)	From the first pay period on or after 1 December 2022	\$7.73 per hour
(c)	From the first pay period on or after 1 December 2023	\$7.96 per hour
- (5) Provided that On-Call allowance shall not be paid for any period where the Employee is paid in the event of recall to duty.

Payment in the Event of Recall to Duty

- (6) An Employee who is recalled to duty where they have completed a rostered shift and having left the Premises is to be paid as follow for a minimum of three (3) hours plus reasonable travelling expenses:
 - (a) time and a half for the first two hours, and double time thereafter, from Monday to Saturday; and
 - (b) double time on a Sunday or Public Holiday.

22. ROSTERS

- (1) A roster of working hours shall be posted in a convenient place where it can be readily seen by each Employee concerned.
- (2) The roster shall be posted at least fourteen (14) days before it comes into operation.
- (3) The roster may be altered at the employer's discretion if the Employer's operational requirements render such alteration necessary. Provided that the employee shall be notified verbally or in writing twenty-four (24) hours (where practicable) prior to the start of any change to the posted roster unless there is mutual agreement between both parties to an alternative arrangement.

23. MEAL AND MEAL HOURS

- (1)
 - (a) Meal breaks shall be a minimum of thirty (30) minutes and subject to subclause (2) of this Clause shall not be counted as time worked.
 - (b) Unless by mutual agreement to meet patient needs, the Employee shall not be required to work for more than five (5) hours consecutively without a meal break.
- (2) The Employee shall be paid at ordinary rates for the meal break where they are on call or are required to remain within the Hospital. This time shall not be counted as time worked in the calculation of overtime in accordance with Clause 20 - Overtime.
- (3) One fifteen (15) minute tea break shall be allowed during each shift and shall be taken when convenient to the Employer without deduction of pay for such time. Unless by mutual agreement, the Employee should not work more than four (4) hours without a tea break.

24. SALARIES AND SALARY PACKAGING

- (1) Salary packaging will be made available to Employees in accordance with the Australian Taxation Law and the Australian Taxation Office Rulings and Guidelines. A range of expenses will be available to claim in this salary packaging facility in accordance with the Bethesda Health Care's Salary Packaging Policy and Procedures.
- (2) Salary packaging is available subject to the Hospital incurring no cost for this facility.
- (3) Any FBT incurred and all administration expenses will be borne by the Employee.
- (4) In the event that changes in legislation, or rulings remove the Hospital's capacity to maintain the salary packaging arrangements, the Hospital shall be entitled to withdraw from the salary packaging arrangements by giving notice to each affected Employee with effect from the date that the legislation/ruling becomes operative.

:

Rates of Pay

(5) The weekly base rates payable to Level 1 and Level 2 Employees are detailed in the tables below, and include the increases that will apply during the term of this Agreement:

- **Column A** - a 2.5% increase from the first pay period on or after 1 December 2021
- **Column B** - a 3.0% increase from the first pay period on or after 1 December 2022
- **Column C** - a 3.0% increase from the first pay period on or after 1 December 2023

Registered Nurses

Classification	Current	Column A	Column B	Column C
Level 1				
1	1320.96	1353.98	1394.60	1436.44
2	1381.96	1416.51	1459.00	1502.77
3	1442.60	1478.67	1523.03	1568.72
4	1503.85	1541.44	1587.69	1635.32
5	1564.68	1603.80	1651.91	1701.47
6	1625.51	1666.14	1716.13	1767.61
7	1686.75	1728.92	1780.79	1834.21
8	1716.81	1759.73	1812.52	1866.90
9	1745.59	1789.23	1842.91	1898.19
Level 2				
2.1	1806.16	1851.32	1906.86	1964.06
2.2	1846.84	1893.01	1949.80	2008.30
2.3	1887.67	1934.87	1992.91	2052.70
2.4	1928.11	1976.31	2035.60	2096.67
Level 3				
3.1	2147.92	2201.62	2267.66	2335.69
3.2	2196.63	2251.55	2319.09	2388.66
3.3	2245.81	2301.95	2371.01	2442.14
3.4	2295.00	2352.38	2422.95	2495.64

Calculating Rates of Pay

(6) The hourly rate shall be calculated by dividing the weekly rate by 38. To calculate an annual salary, the weekly rate is multiplied by 52.1666.

Classification Levels

- (7) The classification levels used in the tables are as follows:
- Level 1 - A registered nurse in the first or subsequent years of experience as a registered nurse and not elsewhere classified.
 - Level 2 - A registered nurse appointed as a clinical nurse, an area manager, a research nurse, a staff development nurse, or clinical instructor; or functioning in a combined role classified at Level 2.
 - Level 3 - A registered nurse appointed as a clinical nurse specialist, a nurse manager, a nurse researcher, a staff development educator, or a nurse educator. A registered nurse functioning in a combined role classified at Level 3.

- (8) Progression for all classifications shall be by annual increments unless the Employee is being formally performance managed, in which instance, the classification will be awarded once the required standard of performance has been met by the Employee, provided that:
- (a) for Part Time or Casual Employees who work more than an average of 24 hours per week, incremental progression shall be at the completion of 12 months of paid continuous service to the Employer.
 - (b) for Part Time or Casual Employees who work less than an average of 24 hours per week, incremental progression shall be at the completion of 24 months of paid continuous service to the Employer.
 - (c) those Part Time or Casual Employees who reach 1786 hours before 2 years have elapsed will progress to the next increment point.

Recognition of Prior Experience

- (9) An Employee returning to the profession after an absence greater than three years shall commence at the first increment of Level 1 for three months.
- (10) Upon satisfactory review of the Employees performance after three months, the Employee will move to an increment determined by the assessment. An Employee who does not meet the competency level can be reassessed after 12 months from the date of employment.

Calculating Rates of Allowances

- (11) Allowances specified within this Agreement shall be increased on the anniversary dates for wage increases of the Agreement at the same quantum as stated in sub clause (5) Rates of Pay.

25. QUALIFICATIONS ALLOWANCE

- (1) An Employee may be eligible to receive a qualification allowance (pro rata for part time), subject to satisfaction of the criteria set out in this Clause. The allowance is not available for Casual Employees.
- (2) The allowance is payable fortnightly, based on the annual amount as follows:

	% of base salary for RN Level 1.9	From the first full pay period on or after		
		1-Dec-21	1-Dec-22	1-Dec-23
Level 1	3.50%	3267	3365	3466
Level 2	4.50%	4200	4326	4456
Level 3	5.50%	5134	5288	5446

- (3) The allowance is payable from the first full pay period on or after 1 July 2011 or from such later date at which the Employee acquires the relevant qualification and makes application for the allowance, that is relevant to the Employee's current practice or position or role. The allowance is only payable to the Employee while they undertake duties in their current position or area of nursing practice that is relevant to the prescribed qualification.
- (4) Where an Employee holds two or more relevant qualifications, the allowance is only payable in respect of the highest qualification.
- (5) The qualifications that will attract this allowance are as follows.

Level 1

- (a) Hospital based postgraduate qualification of one (1) years' duration (or two academic semesters), e.g., Perioperative Graduate Program.
- (b) Hospital based postgraduate qualification of six (6) months duration, which has subsequently been replaced by qualifications involving one (1) year's (or two academic semesters) duration, will be included if at the time an Employee undertook the course, a six (6) month postgraduate qualification was all that was available, and that the Employer deems equivalent to a one (1) year duration qualification.

Level 2

Postgraduate qualifications awarded by a recognised university, which must have been taken over a period of at least two (2) academic semesters.

Level 3

Recognised Masters or PhD qualifications, which are relevant to the Employee's area of nursing practice of the position or role.

- (6) Unless specifically provided for in this Clause, conversion degrees and non-tertiary postgraduate qualifications do not attract the allowance.
- (7) The allowance will continue to be paid during all periods of paid leave.
- (8) Employees who believe they may be eligible for payment of a qualification allowance shall make application to the Employer. Applicants shall be required to provide appropriate supporting documentation attesting to their qualifications. Eligibility will be determined by the Employer. In determining eligibility for the qualifications allowance, qualifications that do not meet the criteria of subclause (5) of this Clause may also be considered.

26. PAYMENT OF WAGES

- (1) Wages shall be paid fortnightly by electronic funds transfer into one or more accounts (maximum two) nominated by the Employee held at any major bank, building society or credit union. Any costs associated with the establishment by the Employee for such an account and of the operation of it shall be borne by the Employee.
- (2) Any transfer fees associated with the transfer of funds from the Employer's bank to any other bank or financial institution nominated by the Employee, will be met by the Employer.
- (3) Each Employee shall be provided with a pay advice slip on each occasion that wages are paid, which will contain details in accordance with the *Fair Work Regulations 2009*.
- (4) Subject to the provisions of this Agreement, the Employer shall not deduct monies from an Employee's wage without the Employee's written authorisation.

Termination Payment

- (5) Upon termination of employment, the Employer shall pay to the Employee all monies earned by the Employee as soon as practicable through the normal payroll system provided that: where the employment is terminated without notice in accordance with this agreement, the Employer shall, as soon as reasonably possible, pay all monies payable to the Employee.

Over Payment of Wages

- (6) Where an Employee is paid for work not subsequently performed or is overpaid in any other manner, the Employer is entitled to make adjustment to the subsequent wages of the Employee subject to the requirements set out at s324(1) (b) of the *Fair Work Act 2009*.

One-Off Overpayments

- (7) Subject to sub-clauses 9 and 10 of this clause, one-off overpayments may be recovered by the Employer in the pay period immediately following the pay period in which the overpayment was made, or in the period immediately following the pay period in which it was discovered that overpayment has occurred.

Cumulative Overpayments

- (8) Subject to sub-clauses 9 and 10 of this clause, cumulative overpayments may be recovered by the Employer at a rate agreed between the Employer and the Employee, provided that the rate at which the overpayment is recovered is not at a lesser rate than the rate at which it was overpaid or \$50 per week, depending on which is the lesser amount per pay period.
- (9) In exceptional circumstances, other arrangements for the recovery of overpayments may be agreed between the Employer and the Employee.

- (10) The Employer is required to notify the Employee of their intention to recoup an overpayment, provide the Employee with details to sufficiently establish that an overpayment has occurred and to consult with the Employee as to the appropriate recovery rate.

Underpayment of Salaries

- (11) Where an Employee is underpaid in any manner, the Employer will rectify the error as soon as practicable.
- (12) Notwithstanding sub-clause (1), an error will be rectified no later than in the pay immediately following the date on which the Employer discovers, or is advised, that the error occurred.
- (13) An Employee will be paid any underpayment immediately by way of a special payment where the underpayment of wages has created serious financial hardship. Immediate special payment will only apply if underpayment is a payroll error, this will not apply if an Employee has incorrectly completed the shift sign off sheet.
- (14) Where an Employee can demonstrate to the Employer's satisfaction (i) that she or he was accidentally underpaid and (ii) that this underpayment was the sole reason for the Employee incurring a banking fee (i.e., overdraft fee, dishonoured cheque fee or dishonoured fee related to a routine deduction), then the Employer will compensate the Employee for the banking fee incurred. Note, that the Employer will not provide any other form of compensation (e.g., penalty interest, etc.).

27. TIME AND WAGES RECORD

Records concerning an Employee's employment with the Employer will be kept and maintained in accordance with the *Fair Work Regulations 2009*.

28. SHIFT WORK

- (1) Where on any weekday, an Employee works a complete rostered afternoon shift commencing at 12:00 hours or after, and finishing after 18:00 hours, the Employee shall be paid a loading of 15% in addition to the ordinary rates of pay.
- (a) Notwithstanding sub clause (1) an Employee who works an afternoon shift commencing at 12:00 hours or after, shall be paid a loading of 35% in addition to the ordinary rate of pay for the ordinary hours worked beyond 21:30.
- (b) Notwithstanding sub clause (2) staff working in PACU who commence on or after 9:30 and where the majority of their shift is worked after 12:00 shall be paid a loading of 15% for hours worked after 12:00 until end of shift.
- (2) The provisions of subclause (1) do not apply where the Employee commences his/her ordinary hours of work after 12:00 hours and completes those hours before 18:00 hours on that day.
- (3) Where on any weekday, an Employee works a complete rostered night shift between the hours of 18:00 and 07:30 hours, the Employee shall be paid a loading of 35% in addition to the ordinary rates of pay.
- (4) Ordinary hours worked between 24:00 Friday and 24:00 hours on the following Saturday shall attract a penalty loading of 50%.
- (5) Ordinary hours worked between 24:00 Saturday and 07:30 hours on the following Monday shall attract a penalty loading of 75%, provided the shift commenced prior to 24:00 on a Sunday.
- (6) Where an Employee works a split shift each portion of that shift shall be considered a separate shift for the purpose of this Clause.

29. CALCULATION OF PENALTIES

Where the Employee works hours, which would entitle the Employee to payment of more than one of the penalties payable in accordance with the hours, on call, overtime, shift and weekend penalties, or public holiday provisions of this Agreement, only the highest of any such penalty shall be payable.

30. HIGHER DUTIES

- (1) An Employee who is capable of performing and performs all duties of a position, for a full rostered shift, which attracts a higher rate of pay than that which he or she usually performs shall be entitled to the higher rate whilst so engaged.
- (2) An RN level 1 delegated by a duly authorised senior employee, who accepts to act in the capacity of Ward Coordinator on a shift-by-shift basis and performs the full duties and responsibilities of the higher position shall in return be paid a CN 2.1 rate whilst so engaged.
- (3) Employees relieving in the position of Hospital Coordinator will be paid at the higher rate on a shift-by-shift basis.
- (4) When a relief Employee performs some, but not all of the duties of the position, a rate of pay at less than the rate the position normally attracts can be paid on agreement between the Employee and the Employer

31. UNIFORMS

- (1) Employees who are required to wear a uniform will be supplied with an issue on commencement of employment.
- (2) Where Full Time Employees are required to wear a uniform, the Employee will be eligible for a Uniform Allowance per week as follows:

From the first pay period on or after 1.12.2021	From the first pay period on or after 1.12.2022	From the first pay period on or after 1.12.2023
\$9.46	\$9.74	\$10.04

- (3) Each such Employee will be responsible for the purchase, laundering and maintenance of their uniform to the required standard.
- (4) Part Time Employees required to wear a uniform will be eligible for the Uniform Allowance on a pro rata basis (based on the average hours worked) and will have the same responsibilities in respect to purchasing, laundry and maintenance to the required standard.
- (5) No Uniform Allowance is payable where the Uniform is supplied, laundered and maintained by the Employer.

32. LEAD APRON ALLOWANCE

- (1) A nurse who is required to wear a lead apron for a full shift, will be paid from the start of the first case to the end of the last case for each hour, inclusive of a part hour, in accordance with the following table:

From the first pay period on or after 1.12.2021	From the first pay period on or after 1.12.2022	From the first pay period on or after 1.12.2023
\$2.22	\$2.29	\$2.36

33. SUPERANNUATION

- (1) The Employer shall contribute on behalf of the Employee in accordance with the requirements of the *Superannuation Guarantee (Administration) Act 1992 (Cth)*.
- (2) Contributions shall, at the option of the Employee, be paid into either:
 - (a) the Health Employee's Superannuation Trust Australia (HESTA) Fund;
 - (b) such other complying superannuation fund or scheme as nominated by the Employee.
- (3) Contributions shall be paid into the Employee nominated fund on a monthly basis.
- (4) If, after two (2) pay fortnights from the date of commencement of employment, an election is not made by an Employee, contributions will be paid into HESTA.

- (5) Contributions shall continue to be paid on behalf of the Employee in receipt of payments under the *Workers Compensation and Injury Management Act 1982 (WA)* for a period of six (6) months at the level stipulated by the *Superannuation Guarantee (Administration) Act* had the Employee remained at work during that period. For the period in excess of six (6) months, in which the Employee is in receipt of payments under the *Workers' Compensation and Assistance Act* these contributions will be capped at 3% of the Employee's earning base.
- (6) An Employee may elect in writing to receive a superannuation benefit in lieu of part of the salary to which he or she is otherwise entitled under this Agreement in accordance with the Bethesda Health Care Salary Packaging Policy.
 - (a) This arrangement shall remain in force until terminated by mutual agreement or by either the Employer or the Employee providing one (1) calendar months' notice.
 - (b) All deduction and contributions for the purpose of superannuation shall be recorded on the Employee's pay slip.
- (7) An Employee's earnings base, upon which contributions are calculated, shall include the Employee's base rate, over award payments, supplementary payments, shift and weekend penalties.

34. ANNUAL LEAVE

- (1) The quantum of annual leave shall be as follows:
 - (a) Full Time Employees are entitled to four (4) weeks annual leave on completion of each twelve months of continuous service.
 - (b) Full Time Employees who are "shift workers", which includes Employees who regularly complete on call as defined in Clause 7 (1) (n) are entitled to one week's additional leave,
 - (c) Part Time Employees accrue a pro rata entitlement as stipulated in (a) and (b) above in direct proportion to the number of ordinary hours worked.
- (2) The entitlement of annual leave shall continue to accrue whilst an Employee is on annual leave and other forms of paid leave. Annual leave shall not accrue during any period of unpaid leave except for the first three (3) months of unpaid sick leave and the first month of workers compensation leave.
- (3) Annual leave accrues on a weekly basis and accumulates from year to year.

Rate of Pay

- (4) An Employee shall be paid for any period of annual leave as prescribed in this clause as follows:
 - (a) the rate of wage including the shift and weekend penalties the Employee would have received had the Employee not proceeded on annual leave, or
 - (b) Where it is not possible to accurately calculate the shift and weekend penalties the Employee would have received, the Employee will be paid a rate which includes:
 - (i) the ordinary rate of wage which the Employee had received for the greatest proportion of the 4 weeks immediately prior to taking the leave; and
 - (ii) the average shift and weekend penalties received over the 4 weeks prior to taking the leave.
- (5) In any event, an Employee shall not be paid less than the ordinary rate of pay (excluding shift and weekend penalties) the Employee would have received at the time of taking the leave plus a loading of 17.5% for the 4 weeks annual leave and one week's additional shift leave component.

Timing of Payment

- (6) The Employee is to be paid for a period of annual leave at the time payment is made in the normal course of employment, unless the Employee requests in writing to be paid before the period of leave commences.

Termination

- (7) If the Employee's employment terminates, the Employee shall be paid for any annual leave (full entitlement or pro rata) which has accrued under subclause (1) but which has not yet been taken. Leave loading shall only apply to leave resulting from a completed year of service.

Taking Annual Leave

- (8) By agreement with the Employer an Employee may take annual leave in any portion.
- (9) Annual Leave shall be taken at a time which is mutually convenient to the Employer and the Employee provided that the leave must be taken within 24 months following the date of accrual. Where Annual Leave has not been taken within 24 months of accrual, the Employer may give the Employee at least two (2) weeks' notice of the period of time when it will be convenient to the Employer for the Employee to take the leave.
- (10) An Employee can "cash out" accrued Annual Leave subject to a minimum of 4 weeks remaining to be taken in that year provided:
- (a) the Employee requests it (i.e., The Employer cannot require an employee to cash out annual leave)
 - (b) the terms are agreed to by the employee and the Employer and are put in writing and signed (by both parties)
 - (c) the Employer will pay at least the full amount that would have been payable to the Employee had the Employee taken the annual leave that the Employee has forgone.
- (11) Subject to operational requirements and with the agreement of the Employer, an Employee may elect to take twice the period of any portion of their Annual Leave, including time in lieu, at half pay.
- (12) The provisions of this Clause do not apply to casual Employees.

35. ACCRUED DAYS OFF

- (1) Employees employed prior to 1 July 2008 are eligible to work an 80-hour fortnight (in lieu of 76 hours) and accrue an entitlement to Accrued Days Off (ADO'S).
- (2) The two additional hours per week will be accrued on a monthly basis to provide for one ADO per four-week period up to a maximum of 12 ADOs per year.
- (3) Part Time Employees employed prior to 1 July 2008 are also entitled to accrue ADOs on a pro rata basis based on the hours normally worked to those of a Full Time Employee.
- (4) Accrued ADO's may be taken in the following manner:
- (a) in conjunction with Annual Leave; or
 - (b) by mutual agreement between the Employer and the Employee; or
 - (c) at the discretion of the Employer (maximum five (5) days per annum) subject to the provision of 24 hours' notice by the Employer (48 hours' notice where the Employee is required to take an ADO on a Saturday or Sunday); and
 - (d) in periods of less than one day at the commencement or immediately prior to the conclusion of the Employee's rostered shift by mutual agreement between the Employer and the Employee.
- (5) An Employee can only hold a maximum of twelve (12) ADO's. Where the number of ADO's exceed this maximum, the Employer can roster the Employee off duty to clear the excess number of ADO's.
- (6) An Employee is eligible to "cash out" ADO's subject to him/her maintaining a minimum of three (3) ADO's which may be used to manage operational requirements. Requests for "cashing out" ADO's must be in writing and be for a minimum of five (5) days.
- (7) Employees are required to clear all ADO's prior to the end of each financial year subject to them being able to carry over three (3) ADO's to the next financial year.
- (8) Payment for ADO'S shall be at the Employee's normal rate of pay excluding penalty rates.
- (9) Accrued ADO's will be treated in accordance with normal leave credits for payment purposes at any point of staff separation from the Hospital.
- (10) The provisions of this Clause do not apply to Casual Employees.

36. PUBLIC HOLIDAYS

- (1) All Employees who are 'shift workers' shall be entitled to two (2) weeks leave in lieu of Public Holidays in respect of each year of continuous service.
- (2) Part Time Employees who are shift workers shall be entitled to leave in lieu of Public Holidays on a pro rata basis.
- (3) Public holiday leave shall be paid at ordinary rates only and shall be taken at a time or times agreed between the Employer and the Employee and may be taken in conjunction with a period of annual leave.

Public Holiday Rates

- (4) For the purposes of Public Holiday penalty payments payable pursuant to this clause, the following days, or the days observed in lieu of those days, or other days as declared will be Public Holidays:
 - (a) 1 January - New Year's Day
 - (b) 26 January - Australia Day
 - (c) Good Friday
 - (d) Easter Monday
 - (e) 25 April - Anzac Day
 - (f) Labour Day
 - (g) Western Australia Day
 - (h) Sovereign's Birthday
 - (i) 25 December - Christmas Day; and
 - (j) 26 December - Boxing Day.
- (5) Where any public holiday prescribed by sub-clause (4) of this Agreement falls on a Saturday or Sunday, such holiday will, for penalty payment purposes, be observed on the next succeeding Monday and where Boxing Day falls on a Sunday or Monday, such holiday shall be observed on the next succeeding Tuesday.
- (6) Any work performed on the Saturday or Sunday, as the case may be, will be paid at ordinary rates plus the applicable weekend loading.
- (7) Where an Employee who is a shift worker is rostered to work ordinary hours on a day prescribed in sub-clause (4), or day observed in lieu thereof, the Employee will be entitled to payment at the ordinary rate and a loading of 50% for the actual time worked.
- (8) A Full Time Employee who is not a shift worker is entitled to take Public Holidays when they fall due at ordinary rates of pay.
- (9) A Part Time Employee who is not a shift worker is entitled to take the Public Holiday off at ordinary rates of pay (on a pro rata basis).
- (10) An Employee who is not a shift worker and who works on a Public Holiday shall be entitled to either:
 - (a) double time and a half at his or her ordinary rate of pay for the actual time worked on the holiday, or
 - (b) time and a half for the actual time worked plus an equivalent period of time *off*, paid at the ordinary rate of pay.
- (11) An Employee who is not a shift worker is entitled to a day's leave in lieu of a Public Holiday, paid at the ordinary rate of pay in respect of a Public Holiday which occurs during the Employee's approved annual leave.
- (12) Public Holiday leave accrued but not taken will be paid out on termination.
- (13) The leave provisions of this clause do not apply to casuals.

37. PERSONAL LEAVE

- (1) A full time Employee shall accrue 10 days paid personal leave per annum to attend to:
 - (a) **sick leave** - a personal illness, or injury, of the Employee; or
 - (b) **carers leave** - the care or support of a member of the Employee's immediate family, or a member of their household, who requires care or support because of:
 - (i) a personal illness, or injury, of the member; or
 - (ii) an unexpected emergency affecting the member.
- (2) The entitlement shall accrue pro rata on a weekly basis.
- (3) A part time Employee shall accrue paid personal leave on the proportion of the number of hours worked equates to 38 hours per week.
- (4) Unused portions of Personal Leave Entitlements shall accumulate from year to year and may be taken in any subsequent year.
- (5) Where an application for payment exceeds the Employee's accrued entitlement, the Employer may agree to that leave being taken in advance of the Employee's existing credit. That excess leave granted will be offset against any future accrual or against monies otherwise payable to the Employee at the date of separation provided authority to deduct from the Employee has been received by the Employer.
- (6) Payment of personal leave will be at the rate the Employee would have received excluding shift, public holiday and weekend penalties and the accrued entitlement will be reduced by the number of ordinary hours the Employee would have been rostered to work on the day the Employee is absent.
- (7) An Employee shall advise the Employer as soon as reasonably practicable and if possible, prior to the commencement of the shift of the inability to attend work and the estimated duration of absence.
- (8) An Employee is allowed a maximum of five (5) days absence without a certificate from a registered health practitioner in any one (1) accruing year provided that:
 - (a) a certificate must be provided for any absence of more than two (2) days.
 - (b) in addition to certificates from a Medical Practitioner, certificates will be accepted from other recognised Registered Health Practitioners, e.g., Physiotherapist or,
 - (c) the Employer is satisfied that the circumstances preventing a medical certificate being obtained were 'not reasonably practicable'.
- (9) An Employee who suffers personal ill health or injury whilst on Annual Leave shall be paid Sick Leave in lieu of Annual Leave subject to:
 - (a) providing a certificate from a Medical Practitioner stating the illness or injury necessitated confinement to home or hospital.
 - (b) the portion of annual leave coinciding with the paid sick leave is to be taken at a time agreed by the Employer and Employee or shall be added to the next period of annual leave.
 - (c) payment for replaced Annual Leave shall be at the rate of wage applicable at the time the leave is subsequently taken provided that the Annual Leave Loading prescribed in Clause 34 - Annual Leave shall be deemed to have been paid with respect to the replaced Annual Leave.
- (10) An Employee who suffers personal ill health or injury whilst on an ADO may be paid sick leave in lieu of the ADO on presentation of a Medical Certificate. In these circumstances the entitlement of the ADO will be reinstated to the Employee's ADO bank of hours.
- (11) An eligible Employee on sick leave shall continue to accrue an entitlement to ADO's as per Clause 35 - Accrued Days Off.
- (12) Should the Hospital transfer to another owner and the Employees employment is deemed continuous then the Employees personal leave credits would transfer at that time.
- (13) Where an Employee receives payment under this Clause and subsequently has payments approved in respect of the same period under the *Workers Compensation and Injury Management Act 1981* (WA), the Employer shall receive the payments and reinstate the Employee's sick leave or other entitlements accordingly.

- (14) Employees (including Casual Employees) are also entitled to two (2) days unpaid Carer's Leave for each occasion a member of the Employee's immediate family or household requires care or support because of illness, injury, or unexpected emergency of the member.
- (15) The Employee shall, if requested, provide a medical certificate or statutory declaration that the person concerned is suffering an illness requiring care.
- (16) The Employee shall, as soon as possible, give the Employer notice prior to the absence of the intention to take leave including the name of person requiring care and their relationship to the Employee, the reason for taking such leave and the estimated length of absence.

38. PARENTAL LEAVE

- (1) Except as hereinafter provided, Employees shall be entitled to parental leave in accordance with the provisions of the *Fair Work Act 2009*. A summary of the entitlement is provided below.

Interpretation

- (2) In this Clause:
 - (a) 'adoption', in relation to a child, is a reference to a child who:
 - (i) is not the natural child or the step-child of the Employee or the Employee's spouse;
 - (ii) is less than 16 years of age; and
 - (iii) has not lived continuously with the Employee for 6 months or longer;
 - (b) 'continuous service' means service under an unbroken contract of employment and includes:
 - (i) any period of parental leave; and
 - (ii) any period of authorised leave or absence.
 - (c) 'expected date of birth' means the day certified by a medical practitioner to be the day on which the medical practitioner expects the Employee or the Employee's spouse, as the case may be, to give birth to a child;
 - (d) 'paid parental leave' means leave provided for by subclause (12) of this clause;
 - (e) 'spouse' includes a de facto spouse.

Entitlement to Parental Leave

- (3) (a) Subject to this subclause and to subclauses (4) and (5) hereof, an Employee is entitled to take up to 12 consecutive months of unpaid leave in respect of:
 - (i) the birth of a child to the Employee or the Employee's spouse; or
 - (ii) the placement of a child with the Employee with a view to the adoption of the child by the Employee.
- (b) The Employee has or will have a responsibility for the care of the child.
- (c) An Employee is not entitled to take parental leave unless he/she:
 - (i) has, before the expected date of birth or placement, completed at least 12 months' continuous service with the Employer;
 - (ii) has given the Employer at least 10 weeks' written notice of his or her intention to take the leave; and
 - (iii) has notified the Employer of the dates on which he or she wishes to start and finish the leave.
- (d) An Employee shall not be in breach of this Clause as a consequence of failure to give the required notice if such failure is occasioned by the confinement or adoption placement occurring earlier than the expected date.
- (e) An Employee is not entitled to take parental leave at the same time as the Employee's spouse, except to the extent of concurrent leave of up to eight weeks authorised under the *Fair Work Act 2009*.

- (f) A Casual Employee is entitled to unpaid parental leave, in accordance with the *Fair Work Act 2009*, if they have completed at least 12 months continuous service with their Employer but only if:
 - (i) they have been employed by the Employer on a regular and systematic basis for a sequence of periods over at least 12 months, and
 - (ii) had it not been for the birth (or expected birth) or adoption (or expected adoption) of a child, they would have a reasonable expectation of continuing employment by the Employer on a regular and systematic basis.

Certification

- (4) (a) An Employee who has given notice of his or her intention to take parental leave, other than for adoption, is to provide to the Employer a certificate from a medical practitioner stating that the Employee or the Employee's spouse, as the case may be, is pregnant and the expected date of birth.
- (b) An Employee who has given notice of his or her intention to take parental leave for adoption is to provide to the Employer:
 - (i) a statement from an adoption agency or other appropriate body of the presumed date of placement of the child with the Employee for adoption purposes; or
 - (ii) a statement from the appropriate government authority confirming that the Employee is to have custody of the child pending an application for an adoption order.

Notice of spouse's parental leave

- (5) (a) An Employee who has given notice of his or her intention to take parental leave or who is actually taking parental leave is to notify the Employer of particulars of any period of parental leave taken or to be taken by the Employee's spouse in relation to the same child.
- (b) Any notice given is to be supported by a statutory declaration by the Employee as to the particulars notified.

Transfer to a safe job

- (6) (a) Where in the opinion of a duly qualified medical practitioner, illness or risks arising out of the pregnancy or hazards connected with the work assigned to the Employee make it inadvisable for the Employee to continue at her present work, the Employee shall (if the Employer deems it practicable) be transferred to a safe job with no other change to the Employee's terms and conditions of employment. The Employee shall be paid for the safe job at the Employee's full rate of pay (for the position she was in before the transfer) for the hours that she works during the risk period.
- (b) If the transfer to a safe job is not practicable, the Employer shall pay the Employee at the Employee's base rate of pay for the Employee's ordinary hours of work during the risk period, but the Employer may require further medical certificates to be provided in accordance with the provisions of the *Fair Work Act 2009*.

Maternity leave to start 6 weeks before birth

- (7) A female Employee who has given notice of her intention to take parental leave, other than for an adoption, is to start the leave 6 weeks before the expected date of birth unless in respect of any period closer to the expected date of birth a medical practitioner has certified that the Employee is fit to work.

Right to Request Variation of Period of Parental Leave

- (8) (a) Provided the aggregate of any leave does not exceed the period to which the Employee is entitled under subclause (3) (12 months unpaid leave) hereof:
 - (i) the period of parental leave may be lengthened once only by the Employee giving the Employer written notice of the proposed extension at least 4 weeks before the end date of the original leave period.; and
 - (ii) the period may be further lengthened only by agreement between the Employee and the Employer.

- (b) The period of parental leave may, with the consent of the Employer, be shortened by the Employee giving not less than 14 days' notice in writing stating the period by which the leave is to be shortened.
- (c) Notwithstanding provisions in subclause (3), an Employee may seek an extension of parental leave from 12 months to 24 months, provided that the total leave of an Employee couple shall not exceed 24 months. Such a request shall be in writing and may not be unreasonably refused.
- (d) The Employer must give the Employee a written response to the request stating whether the Employer grants or refuses the request. The response must be given as soon as practicable, and not later than 21 days, after the request is made.
- (e) Notwithstanding the provisions in subclause (3), an Employee may request to take concurrent leave simultaneous with his or her spouse for a maximum of 3 weeks. Such a request may not be unreasonably refused.

Special Maternity Leave and Sick Leave

- (9) (a) Where the pregnancy of an Employee not then on parental leave terminates within 28 weeks other than by the birth of a living child then:
 - (i) she shall be entitled to such period of unpaid leave (to be known as special maternity leave) as a duly qualified medical practitioner certifies as necessary before her return to work, or
 - (ii) for illness other than the normal consequences of confinement she shall be entitled, either in lieu of or in addition to special maternity leave, to such paid sick leave as to which she is then entitled and which a duly qualified medical practitioner certifies as necessary before her return to work.
- (b) Where an Employee not then on parental leave suffers illness related to her pregnancy, she may take such paid sick leave as to which she is then entitled and such further unpaid leave (to be known as special maternity leave) as a duly qualified medical practitioner certifies as necessary before her return to work. Provided that the aggregate of paid Personal leave and Special Maternity leave does not reduce the Employee's entitlement to Unpaid Parental Leave to which the Employee is entitled under subclause (3) hereof.
- (c) For the purposes of subclauses (11), (13) and (14), parental leave shall include special maternity leave.
- (d) An Employee returning to work after the completion of a period of leave taken pursuant to this subclause shall be entitled to the position which she held immediately before proceeding on such leave, in the case of an Employee who was transferred to a safe job pursuant to subclause (6) to the position she held immediately before such transfer.
- (e) Where such position no longer exists but there are other positions available, for which the Employee is qualified and the duties of which she is capable of performing, she shall be entitled to a position as nearly comparable in status and salary or wage to that of her former position.

Special Parental Leave for Adoption Purposes

- (10) An Employee seeking to adopt a child is entitled to unpaid leave for the purpose of attending any compulsory interviews or examinations as are necessary as part of the adoption procedure. The Employee and the Employer should agree on the length of the unpaid leave. Where agreement cannot be reached, the Employee is entitled to take up to two days unpaid leave. Where paid leave is available to the Employee, the Employer may require the Employee to take such leave instead.

Parental Leave and Other Leave Entitlements

- (11) Provided the aggregate of any leave does not exceed the period to which the Employee is entitled under subclause (3) hereof:
 - (a) an Employee may, in lieu of or in conjunction with parental leave, take any annual leave, long service leave or any part thereof or accrued time off to which he or she is then entitled.
 - (b) Paid sick leave or other paid authorised absences (excluding annual leave, long service leave or accrued time off), shall not be available to an Employee during his or her absence on parental leave.

Paid Parental Leave

- (12) An Employee shall be entitled to paid parental leave in accordance with this clause subject to:
 - (a) Meeting the requirements for parental leave as specified in subclause (3) of this clause.
 - (b) Other than the leave referred to in sub-clause (12)(d)(i) and (ii), any period of paid parental leave shall coincide with the maximum period of parental leave.
 - (c) The aggregate of any leave (including leave taken pursuant to subclauses (6), (10) and (12) does not exceed the maximum period to which the Employee is entitled undersubclause (3) hereof.
 - (d) The entitlement to paid parental leave shall be:
 - (i) after one (1) year of continuous employment – twelve (12) weeks paidparental leave for the primary carer, or
 - (ii) after two (2) years continuous employment - fourteen (14) weeks paid parental for the primary carer.
 - (e) For subsequent periods of paid parental leave an Employee must have worked continuously for at least six (6) months prior to the expected date or birth or adoption placement. For six (6) months service 50% of the full entitlement will be payable andfor each additional month of service completed 1/12 of the full entitlement will be payable up to 12 months being 100% of the entitlement.
 - (f) One (1) week's paid leave in the case of leave taken by the spouse as concurrent.
 - (g) The rate of pay for parental leave shall be based on the Employee's ordinary rate of pay prior to proceeding on leave.
 - (h) Payment for a part-time Employee proceeding on paid parental leave is to be determined according to:
 - (i) an average of the hours worked by the Employee over the proceeding twelve months; or
 - (ii) their ordinary working hours at the time of commencement of paid parental leave.whichever is the greater.
 - (i) Paid parental leave must be taken at the time of the birth or placement of the child; orconsecutive with any period of paid parental leave taken by the Employee's spouse.

Return to work after Parental Leave

- (13) (a) An Employee shall confirm his or her intention of returning to work by notice in writing to the Employer given not less than (4) weeks prior to the expiration of the period of parental leave.
- (b) On finishing parental leave, an Employee is entitled to the position he or she held immediately before starting parental leave.
- (c) If the position referred to in subclause (13) (b) is not available, the Employee is entitled to an available position:

- (i) for which the Employee is qualified; and
 - (ii) that the Employee is capable of performing, most comparable in status and pay to that of his or her former position.
- (d) Where, immediately before starting parental leave, an Employee was acting in, or performing on a temporary basis the duties of, the position referred to in subclause (13)(b), that subsection applies only in respect of the position held by the Employee immediately before taking the acting or temporary position.
- (e) Notwithstanding the provisions of this clause, an Employee may request to return to work on a part time basis (or reduced part time basis in the case of an existing part time Employee) until the child reaches school age. Such a request may not be unreasonably refused.

Effect of parental leave on employment

- (14) Absence on unpaid parental leave:
- (a) does not break the continuity of service of an Employee; and
 - (b) is not to be taken into account when calculating the period of service for a purpose of this Agreement or a relevant contract of employment.

Replacements

- (15) (a) A replacement is a person specifically engaged as a result of an Employee proceeding on parental leave.
- (b) The Employer shall, before engaging a replacement under this subclause, inform that person of the temporary nature of the employment and of the rights of the Employee who is being replaced.
- (c) The Employer shall, before engaging a person to replace an Employee temporarily promoted or transferred in order to replace an Employee exercising his or her rights under this clause, inform that person of the temporary nature of the promotion or transfer and of the rights of the Employee who is being replaced.
- (d) Provided that nothing in this subclause shall be construed as requiring the Employer to engage a replacement.

Casual Employment

- (16) An Employee may elect to cease parental and adoption leave, subject to any mandatory period of absence, in order to return to employment with the Hospital as a Casual Employee for the duration of the period of absence that would otherwise have applied.

Keeping in Touch Days

- (17) An Employee may access, subject to agreement by the Employer, up to 10 keeping in touch days during the period of parental leave in accordance with the provisions of section 79A of the *Fair Work Act 2009* (as amended).

39. COMPASSIONATE LEAVE

- (1) An Employee is entitled to up to three (3) days of paid Compassionate Leave on each occasion:
 - (a) for the purpose of spending time with a person who:
 - (i) is a member of the employee's immediate family or a member of the employees' household; and
 - (ii) has a personal illness, or injury, that poses a serious threat to their life; or
 - (b) on the death of a member of the employee's immediate family or a member of the employee's household.
- (2) For the purposes of this Clause a member of the employee's immediate family or a member of the employees' household is defined in accordance with the *Fair Work Act 2009* as amended from time to time.
- (3) Employees entitled to a period of Compassionate Leave are entitled, for any particular occasion, to take the leave as:
 - (a) a single, unbroken period of up to three (3) days; or
 - (b) three (3) separate periods of one (1) day each; or
 - (c) any separate periods to which the Employee and the Employer agree.
- (4) Employees are entitled to Compassionate Leave without loss of ordinary time earnings.
- (5) Payment for such leave shall be subject to the Employee providing evidence of the illness, injury or death.
- (6) The Employer shall make every endeavour to grant an Employee's request for paid accrued leave and unpaid leave of absence resulting from the Employee's need to take additional time off in conjunction with Compassionate Leave.
- (7) A casual employee will be entitled to up to two (2) days unpaid compassionate leave per occasion.

40. PROFESSIONAL DEVELOPMENT

- (1) A minimum of three (3) days Professional Development Leave at ordinary rates of pay for full time Employees (pro rata for part time Employees) shall be granted each financial year. The purpose of this entitlement is to enable Employees to undertake learning and development activities that fulfil professional and organisational needs directly related to the profession of nursing.
- (2) This leave must be taken in the year it accrues and will not accrue from year to year.
- (3) Professional Development Leave entitlements shall not be applied by the Employer to any course or seminar the Employee may be directed to attend by the Employer.
- (4) The Employer will not unduly refuse a request for additional days Professional Development Leave requested by an Employee that either further develops their technical or professional skills, benefits portfolio roles or complements current professional skills and qualifications provided that the absence may be accommodated within the business unit.

41. STUDY LEAVE

- (1) Where an employee is engaged in an accredited course of post-graduate study, the Employer may grant up to four (4) days Study Leave at ordinary rates of pay for full-time Employees (pro-rata for part-time Employees) each financial year, which in the Employer's view:
 - (a) is relevant to the duties being or likely to be performed by the Employee
 - (b) is relevant to the current and emerging business needs of the Employer
 - (c) enhances the career development of the Employee; and
 - (d) does not unduly affect or inconvenience the operations of the Employer
- (2) This leave does not accrue from year to year.
- (3) The Employee is required to provide evidence to the Employer of attendance and satisfactory progress with studies.

42. JURY AND WITNESS SERVICE

- (1) Employees other than casuals summoned for jury service and giving prior advice to their manager will be granted paid leave subject to the procedure set out herein.
- (2) Employees summoned as a witness in relation to their official capacity and giving prior notice to their manager will be granted paid leave subject to the procedure set out herein.
- (3) Employees requesting time off for jury service must notify their manager on receipt of notice to attend.
- (4) Application for leave of absence for jury service must be submitted with a copy of the notice to attend to Employee's Manager.
- (5) On presentation of proof of appearance and details of the amount of jury services payment received, payment of salary up to a maximum of ten (10) days will be made at ordinary time through the payroll system (less any Jury payment received).
- (6) An Employee's entitlement to be absent from employment while engaging in jury or witness service as provided by the *Fair work Act 2009* will not be restricted by the terms of this agreement.

43. CEREMONIAL LEAVE

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

44. FAMILY AND DOMESTIC VIOLENCE LEAVE

(1) Leave to deal with Family and Domestic Violence

This clause applies to all employees, including casuals.

(2) Definitions

(a) In this clause:

family and domestic violence means violent, threatening or other abusive behaviour by a family member of an employee that seeks to coerce or control the employee and that causes them harm or to be fearful.

family member means:

- (i) a spouse, de facto partner, child, parent, grandparent, grandchild or sibling of the employee; or
- (ii) a child, parent, grandparent, grandchild or sibling of a spouse or de facto partner of the employee; or
- (iii) 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 sub-clause 2(a) includes a former spouse or de facto partner.

(3) Entitlement to unpaid leave

(a) An employee is entitled to 5 days' unpaid leave to deal with family and domestic violence, as follows:

- (i) the leave is available in full at the start of each 12-month period of the employee's employment; and
- (ii) the leave does not accumulate from year to year; and
- (iii) is available in full to part-time and casual employees.

Note: 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.

(b) The employer and employee agree that the employee may take 2 days per occasion or may agree to more than 5 days' unpaid leave to deal with family and domestic violence.

(4) Taking unpaid leave

An employee may take unpaid 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.

(5) Taking paid leave

An employee, other than a casual employee, may access personal and other forms of leave to deal with family and domestic violence as described in sub-clause 4.

(6) 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.

(7) Notice and evidence requirements

(a) Notice

An employee must give their employer notice of the taking of leave by the employee under sub-clause 4.

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

An employee who has given their employer notice of the taking of leave under sub-clause 4 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 sub-clause 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.

(8) Confidentiality

- (a) The Employer must take steps to ensure information concerning any notice an employee has given, or evidence an employee has provided under sub-clause 7 is treated confidentially, as far as it is reasonably practicable to do so.
- (b) Nothing in sub-clause 8 prevents the Employer from disclosing information provided by an employee if the disclosure is required by an Australian law or is necessary to protect the life, health or safety of the employee or another person.

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.

(9) Individual Support

- (a) Where an employee is experiencing or attending to matters arising out of family violence, the employer may, when requested and where appropriate, facilitate flexible working arrangements. These flexible work arrangements are subject to the employer's operational requirements.
- (b) No adverse action or discrimination will be taken against employees if their attendance or performance at work suffers as a result of experiencing family or domestic violence.

(10) Compliance

An employee is not entitled to take leave under sub-clause 4 unless the employee complies with sub-clause 4.

45. BLOOD DONOR/PLASMA LEAVE

- (1) Subject to operational requirements, Employees will be entitled to absent themselves from the workplace to donate blood or plasma in accordance with the following:
 - (a) prior arrangements with the supervisor have been made, and 14 days' notice has been provided:
or
 - (b) the employee is called upon by Lifeblood
 - (c) the absence is to be as close as possible to either the beginning or end of the shift.
- (2) The notification period will be waived or reduced where the line manager is satisfied that operations would not be unduly affected by an employee's absence.
- (3) Employees will be required to provide proof of attendance at a Lifeblood Donor Centre upon return to work.
- (4) Employees will be entitled to two (2) hours of paid donation leave, four (4) times per annum, to donate blood or plasma to Lifeblood. The leave will be available on a pro-rata basis to part-time employees calculated as the ratio by which their normal hours worked bear to 38.
- (5) This clause does not apply to casual employees.

46. DEFERRED SALARY SCHEME

- (1) Permanent Employees will have access to the 4/5 pay option, whereby they work for four (4) years at 80% pay and then take one (1) year off at 80% pay in accordance with the following:
 - (a) By written agreement between the Employer and Employee, an Employee may be paid 80% of his or her normal salary under this Agreement, and any other relevant Agreement upon the expiry of this Agreement, over a five (5) year period. The fifth year will be treated as continuous service. The fifth year will then be taken as leave with pay with the accrued salary annualised over the year.
 - (b) The leave may not be accrued unless the Employer agrees to accrual. In deciding whether to support a particular request for this arrangement, the Employer will take into account factors such as operational requirements. To satisfy operational requirements, the number of Employees allowed to work under this arrangement may be restricted at any one time and/or the timing of the arrangements may need to be staggered. An Employee may withdraw from this Agreement by giving notice in writing at any time. She/he would then receive a lump sum equal to the accrued credit, paid at a time agreed between the Employer and Employee but not more than three (3) months from the time of the Employee's withdrawal from the arrangement.
 - (c) An Employee who terminates his or her employment prior to the completion of the fourth year will be paid the accrued credit in their final payment.
 - (d) Any paid leave taken during the first four years of the arrangements will be paid at 80% of the Employee's normal salary, plus the applicable leave loading.
 - (e) It is the responsibility of the Employee to investigate the impact of entering into this arrangement on his or her superannuation, taxation, salary packaging and other benefits.

47. PURCHASED LEAVE

- (1) Employees (full time and part time) may elect in writing to participate in flexible leave arrangements where these are offered by the Employer. These arrangements may include the facility for the Employee to 'purchase' additional leave, by electing to forego part of their salary in order to accrue an additional commensurate amount of leave up to a maximum of four (4) weeks per year.
- (2) Such arrangements will be subject to the Employer's policy and will be dependent on operational requirements. The agreement will be stated in a clearly written agreement between the Employer and Employee. Existing arrangements in place at the time the agreement is registered will be continuing from year to year unless the Employer is otherwise notified by the Employee. Arrangements made after the agreement is registered will be reviewed by both parties after each 12 months.
- (3) For the purpose of this subclause and without limiting the meaning of the term, "operational requirements" may include:
 - (a) the availability of suitable leave cover,
 - (b) the cost implications,

- (c) the impact on the client/patient service requirements; and
 - (d) the impact on the work of other Employees.
- (4) All additional leave taken shall be paid at the reduced rate and will not attract any leave loading.
- (5) It will remain the responsibility of the Employee wishing to avail themselves of the flexible working arrangements, to seek advice concerning potential implications for taxation, superannuation, salary packaging and other benefits.

48. REDUNDANCY

Interpretation

- (1) In this Clause:

'Employee' does not include an Employee engaged on a casual or temporary basis or on a fixed term contract.

'Redundant' means the position is no longer required by the Employer to be undertaken because the Employer has decided that the job will not be done by any Employee.

Employee to be informed

- (2) (a) Where the Employer has decided to make an Employee's position redundant.
- (b) The Employer must discuss with the relevant Employees:
- (i) the introduction of the change;
 - (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.
- (c) 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;
 - (ii) information about the expected effects of the change on the Employees; and
 - (iii) any other matters likely to affect the Employees.
- (d) The Employer must give prompt and genuine consideration to matters raised by the relevant Employees about the major change.
- (e) Provided that the Employer shall not be required to disclose confidential information the disclosure of which may seriously harm the Employer's interests.

Other Parties to be informed

- (3) The relevant Employee may appoint a representative for the purposes of consultation and discussions. If the Employee advised the Employer of the identity of his/her representative then the Employer must recognise the representative.
- (4) Where the introduction of change impacts on an Employee to the extent that their designated position is no longer, or is not likely to be, available, the Employer will attempt to provide suitable employment elsewhere within the Employee's scope of practice. "Suitable alternative employment" in this regard will include positions that the Employer assesses as being within the scope of practice and competencies of the Employee. Regard will also be had to relative gross earnings. Where agreed, and necessary, appropriate training or re-training will be provided at no cost to the Employee.

Severance Pay

- (5) (a) In addition to the period of notice prescribed in Clause 10- Separation of this Agreement, for ordinary termination, an Employee whose employment is terminated on the grounds of redundancy shall be entitled to the following amount of severance pay in respect of a continuous period of service.

Period of Continuous Service	Severance Payment
Less than 1 year	Nil
1 year but less than 2 years	4 weeks
2 years but less than 3 years	6 weeks
3 years but less than 4 years	7 weeks
4 years but less than 5 years	8 weeks
5 years but less than 6 years	10 weeks
6 years but less than 7 years	11 weeks
7 years but less than 8 years	13 weeks
8 years but less than 9 years	14 weeks
9 years but less than 10 years	16 weeks
10 years but less than 11 years	17 weeks
11 years but less than 12 years	18 weeks
12 years but less than 13 years	19 weeks
Over 13 years of continuous service	20 weeks

'Weeks' Pay means the ordinary weekly rate of wage for the Employee concerned.

- (b) For the purpose of this Clause, continuity of service shall not be broken on account of:
- (i) any absence from work on account of personal sickness or accident for which the Employee is entitled to claim personal leave pay as prescribed by this Agreement or on account of leave lawfully granted by the Employer; or
 - (ii) any absence with reasonable cause, proof whereof shall be upon the Employee; or
 - (iii) any absence of approved leave without pay.

Provided that in the calculation of continuous service under this subclause any time in respect of which an Employee is absent from work except time for which an Employee is entitled to claim Annual Leave, Personal Leave, Long Service Leave and Public Holidays as prescribed by this Agreement shall not count as time worked.

Employee Leaving During Notice

- (6) An Employee whose employment is to be terminated on the grounds of redundancy may terminate employment during the period of notice, and if so, shall be entitled to the same benefits and payments under this Clause had the Employee remained with the Employer until the expiry of such notice. Provided that in such circumstance the Employee shall not be entitled to payment in lieu of notice.

Alternative Employment

- (7) (a) The Employer, in a particular redundancy case, may make application to the Fair Work Commission to have the general severance pay prescription varied if the Employer obtains acceptable alternative employment for an Employee. Acceptable alternative employment should be hospital based.
- (b) Provided that where an Employee is offered and accepts alternative employment at another hospital continuity of service shall not be broken and any accrued entitlements shall be carried over to the new position. The Employee shall not be entitled to the benefits prescribed in subclause (5) of this Clause.

Leave for Job Interviews

- (8) (a) An Employee who has been given notice that he or she has been, or will be, made redundant shall during the period of notice of termination be entitled to be absent from work up to a maximum of eight (8) ordinary hours during each week of notice without deduction of pay for the purpose of being interviewed for further employment.
- (b) An Employee who claims to be entitled to paid leave under subclause (8)(a) shall, at the request of the Employer, be required to produce reasonable proof of attendance at an interview or the Employee shall not receive payment for the time absent.

Notice to Department of Human Services (Centrelink)

- (9) Where a decision is made to terminate an Employee in circumstances of redundancy, the Employer shall, subject to the agreement of the Employee concerned, notify Centrelink as soon as possible giving relevant information including the number and categories of the Employees likely to be affected and the period over which the termination/s are intended to be carried out.

49. DISPUTE SETTLEMENT PROCEDURES

- (1) Where any dispute arises under this Agreement or the National Employment Standards (including a dispute about whether the Employer had reasonable business grounds under sub-section 65 (5) or 76 (4) of the *Fair Work Act*), the procedures in this Agreement will apply:
 - (a) As soon as practicable after the dispute has arisen, it shall be considered jointly by the appropriate supervisor, the Employee or Employees concerned and where the Employee or Employees so request, the Employees' Union or other representative.
 - (b) If the dispute is not resolved after two (2) working days it shall be considered jointly by the appropriate senior representative of the Employer, the Employee or Employees concerned and where an Employee so requests, the Employee/s' Union or other representative who shall attempt to settle the dispute.
 - (c) If the dispute is not resolved within five (5) working days it shall be considered jointly by the Employer, the Employee or Employees concerned and where any Employee so requests the Employee/s' Union or other representative who shall attempt to settle the dispute within seven (7) working days.
- (2) If the dispute is not resolved it may then be referred to the Fair Work Commission for Conciliation and Arbitration if necessary. The parties involved will abide by the decision of the Fair Work Commission subject to the right of appeal under the Act.

50. UNIT FLEXIBILITY

- (1) (a) The Employer and Employees covered by this Agreement (the substantive Agreement), may reach agreement to vary its provisions to meet the requirements of a particular department or unit and the Employees concerned.
- (b) Such agreements shall be subject to the procedures in subclause (2) hereof.
- (2) (a) The proposed variation shall be committed to writing, and shall be the subject of negotiation between the persons directly affected. If required a ballot may be undertaken of all Employees affected
- (b) Nothing in this clause shall prevent the Employees from seeking advice from, or representation by, the union during such negotiations. Any agreement resulting from the negotiations shall be committed to writing and a copy shall be sent to the Secretary of the Union

- (c) No Employees shall lose any existing entitlement to earnings from working ordinary hours of work as a result of the implementation of such an agreement, provided that the Employer and Employees may agree on terms and conditions in the aggregate no less favourable to the Employees than those prescribed by the substantive Agreement for ordinary hours of work.
 - (d) where the agreement represents the consent of the Employer and the majority of the Employees concerned, the Union shall not unreasonably withhold its consent to the proposed variation.
- (3) Over the life of this Agreement, the parties agree to voluntarily trial flexible roster options including 12-hour rosters, subject to the provisions of subclauses (1) and (2).

51. NURSING WORKLOAD MANAGEMENT

- (1) The Employer is committed to ensuring staffing levels are appropriate for the delivery of high-quality patient care.
- (2) The parties agree that existing flexibility in respect of nurse patient ratios will be maintained. The current practice of staffing based on collaboration between Nursing Administration and ward/unit management will continue on a shift by shift basis, taking into account both occupancy and patient acuity.
- (3) Nurse staffing levels at each ward/unit shall be determined on the basis of:
 - (a) clinical assessment of patient needs;
 - (b) the demands of the environment such as ward layout;
 - (c) statutory obligations including workplace safety and health legislation;
 - (d) the requirements of nurse regulatory legislation, professional standards and reasonable workloads.
 - (e) a continuation on the Industry standard Worked Hours per Patient Day/ Worked Hours per Operation Minute Benchmarks as per the Bethesda Hospital Strategic Plan.

52. LONG SERVICE LEAVE

- (1) Save as hereinafter provided, Employees, including some casuals, shall be entitled to long service leave in accordance with the provisions of the *Long Service Leave Act 1958* (WA) as amended from time to time.
- (2) Notwithstanding the provisions of subclause (1) from the 1 July 2008 Long service leave shall accrue at a rate equivalent to thirteen (13) weeks after ten (10) years of continuous service. The Employee is entitled to apply for pro-rata long service leave after seven (7) years continuous service. This entitlement also applies on termination of service.
- (3) From 1 July 2008 the Employee will retain the proportion of long service leave accrued up to that time and will accrue the balance in accordance with this Clause.
- (4) The leave entitlement will be calculated on the average number of ordinary hours worked during the accrual period.
- (5) Long Service leave will be paid at the ordinary rate of pay.
- (6) The Employee will be entitled to take long service leave in:
 - (a) one continuous period of thirteen (13) weeks; or
 - (b) in any other periods or form as agreed between the Employer and the Employee.
- (7) The long service leave will be taken within eighteen (18) months of it becoming due and payable, unless agreed otherwise with the Employer.
- (8) A Public Holiday occurring during a period of long service leave of a nurse who is a shift-worker is part of the long service leave and an extra day off in lieu will not be granted.
- (9) Long service leave will not accrue on unpaid leave or worker's compensation leave in excess of one month.
- (10) On the second and subsequent period of long service leave accrual an Employee may by agreement access pro rata long service leave after completing five (5) years of continuous service.

- (11) An Employee who terminates their employment during the second and subsequent periods of long service leave will be entitled to be paid pro rata long service leave for each completed year of service at date of termination.
- (12) By agreement between the Employer and Employee and subject to operational requirements, an Employee may take long service leave for half the period on double pay or double the period of leave on half pay. Employees may also request the payout of long service leave entitlements subject a minimum of one (1) week's leave being cashed out.
- (13) An Employee whilst on long service leave shall not accrue entitlements to ADO's.

53. FARES AND MOTOR VEHICLE ALLOWANCE

- (1) An Employee required to work outside the Hospital during his or her normal working hours shall be paid any reasonable travelling expenses incurred except where an allowance is paid in accordance with subclause (2) hereof.
- (2) An employee required and authorised to use his or her own motor vehicle in the course of his or her duties shall be paid at the rate per kilometre approved by the Australian Taxation Office for vehicles with an engine capacity of 1601cc to 2600cc.
- (3) Nothing in this clause shall prevent the Employer and the Employee making other arrangements as to motor vehicle allowance not less favourable to the Employee.

54. LEVEL THREE REGISTERED NURSES - ADDITIONAL HOURS

- (1) Any hours worked in excess of ordinary hours shall not attract overtime payments but will be available to the Employee by way of Time Off in Lieu. Time Off in Lieu will be calculated in accordance with Clause 20 - Overtime.
- (2) Time Off In Lieu of overtime shall be taken at a time or times mutually convenient to the Employer and the Employee and may be accumulated and taken in conjunction with annual leave.
- (3) The conditions of the Clause to not apply to Employees receiving Level 3 entitlements as part of Clause 30 - Higher Duties.

55. CONSULTATION

- (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 employees; or
 - (b) proposes to introduce a change to the regular roster or ordinary hours of work of employees.

Major change

- (2) For a major change referred to in sub-clause (1)(a):
 - (a) the employer must notify the relevant employees of the decision to introduce the major change and
 - (b) subclauses (3) to (9) apply.
- (3) The relevant employees may appoint a representative for the purposes of the procedures in this term.
- (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.
- (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.
- (6) However, the employer is not required to disclose confidential or commercially sensitive information to the relevant employees.
- (7) The employer must give prompt and genuine consideration to matters raised about the major change by the relevant employees.
- (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 sub-clause (2)(a) and subclauses (3) and (5) are taken not to apply.
- (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

- (10) Where the employer proposes a change to the regular roster or ordinary hours of work:
 - (a) the employer must notify the relevant employees of the proposed change; and
 - (b) subclauses (11) to (18) apply.
- (11) The relevant employees may appoint a representative for the purposes of the procedures in this term.
- (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.
- (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).
- (14) However, the employer is not required to disclose confidential or commercially sensitive information to the relevant employees.
- (15) The employer must give prompt and genuine consideration to matters raised about the change by the relevant employees.

- (16) For changes to the regular roster, these provisions are to be read in conjunction with Clause 48.
- (17) Any changes to ordinary hours of work will only be made where the employer and an employee agree to the change.
- (18) In this term:
"relevant employees" means the employees who may be affected by a change referred to in subclause (1).

56. SIGNATORIES

Signed for and on behalf of
Bethesda Hospital Inc:
25 Queenslea Drive
CLAREMONT WA 6010


In the presence of:



Neale Fong
Chief Executive Officer

6/8/24


Date:



Name: Eve Dawson

6/8/2024


Signed for and on behalf of
Australian Nursing and Midwifery Federation(WA Branch):
260 Pier Street
PERTH WA 6000



Janet Reah
Secretary

7/8/2024.

Date:



Name:
