



**FRESENIUS
MEDICAL CARE**

**FRESENIUS MEDICAL CARE
NT NURSING STAFF**

ENTERPRISE AGREEMENT

2024

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2. NAME OF THE AGREEMENT

This enterprise agreement will be known as the *Fresenius Medical Care NT Nursing Staff Enterprise Agreement 2024 (Agreement)*.

3. COVERAGE

This Agreement covers Fresenius Medical Care Australia (**Employer**) and all Employees of the Employer in the Northern Territory who are engaged in a classifications in this Agreement (**Employee/Employees**), including Alice Springs Renal Unit and Katherine Dialysis Clinic.

The Australian Nursing and Midwifery Federation (NT Branch).

4. RELATIONSHIP BETWEEN THIS AGREEMENT AND OTHER INSTRUMENTS AND THE NES

4.1 This Agreement is a standalone Agreement. It operates to the exclusion of all awards.

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

4.3 **Definitions**

- (1) "**AHPRA**" means the Australian Health Practitioner Regulation Agency.
- (2) "**Board**" means the Nursing and Midwifery Board of Australia and shall also be taken to mean a reference to AHPRA as appropriate/applicable.
- (3) "**Day Worker**" means a worker who works their ordinary hours from Monday to Friday inclusive and who commences work on such days at or after 6.00 am and before 10.00 am otherwise than as part of the shift system.
- (4) "**Delegate's Organisation**" means the employee organisation in accordance with the rules of which the workplace delegate was appointed or elected.
- (5) For the purpose of determining the year of experience for part time or casual employment a year of experience shall be 1824 hours of employment.
- (6) "**Eligible Employee**" for the purpose of Delegates Rights means eligible employees means members and persons eligible to be members of the delegate's organization, including the ANMF NT, who are employed by the employer

- (7) **"Enrolled Nurse"** means a person registered by the Board as an Enrolled Nurse.
- (8) **"Experience"** in relation to a student enrolled nurse, enrolled nurse (endorsed or otherwise) or a registered nurse means experience before and/or after the commencement of this Agreement whether within Northern Territory or elsewhere and in the case of a trainee enrolled nurse, or enrolled nurse who was formerly a student nurse includes experience as such student nurse.
- (9) **"FWC"** means Fair Work Commission.
- (10) **"Immediate family"** is defined as:
 - i. a spouse of the employee; or
 - ii. de facto partner of the employee which:
 - (a) means a person who, although not legally married to the employee, lives with the employee in a relationship as a couple on a genuine domestic basis (whether the employee and the person are of the same sex or different sexes); and
 - (b) includes a former de facto partner of the employee (including a partner of the same sex); or
 - iii. a child or an adult child (including an adopted child, a step child, a foster child or an ex-nuptial child), parent (including a foster parent and legal guardian), grandparent, grandchild or sibling of the employee or spouse or de facto partner (including a partner of the same sex) of the employee; or
 - iv. a relative of the employee who is a member of the same household, where for the purposes of this paragraph:
 - (a) **"relative"** means a person related by blood, marriage or affinity;
 - (b) **"affinity"** means a relationship that one spouse because of marriage has to blood relatives of the other; and
 - (c) **"household"** means a family group living in the same domestic dwelling.
- (11) **"Medical certificate"** means a certificate signed by a registered health practitioner.
- (12) **"Registered Nurse"** means a person registered by the Board as a Registered Nurse.
- (13) **"Service"** for the purpose of Clause 15, Wages, means service before or after the commencement of this Agreement in Northern Territory or elsewhere as a registered nurse, provided that all service recognised prior to the commencement of this Agreement shall continue to be recognised.
- (14) For the purpose of determining the year of service for part time or casual employment a year of service shall be 1824 hours of employment.

- (15) "**Shift Worker**" means a worker who is not a day worker as defined and for the purposes of the NES is an employee who is regularly rostered over seven days of the week and regularly works on weekends.
- (16) "**Student Enrolled Nurse**" means a person who is being trained to become an enrolled nurse in a Centre approved for this purpose by the Board.
- (17) "**Workplace Representatives**" includes but is not limited to an ANMF NT workplace representative or delegate.

5. DATE AND PERIOD OF OPERATION

- (a) This Agreement commences operation seven (7) days after it is approved by the FWC.
- (b) This Agreement has a nominal expiry date of four (4) years from the date the FWC approves the Agreement.
- (c) This Agreement will continue in force until varied, replaced or terminated in accordance with the FW Act.

6. ACCESS TO THE AGREEMENT

- 1) A physical copy of this Agreement and the NES will be placed in a convenient location upon approval by the FWC to ensure they are easily accessible to all Employees.
- 2) In addition, a poster will be displayed explaining how copies of the Agreement and the NES can be accessed online, and encouraging Employees to notify their Manager if the physical copy of the Agreement or NES cannot be located.
- 3) Missing copies of the Agreement or NES will be replaced if these have been removed.

7. WORKLOAD MANAGEMENT STRATEGIES

- (a) The parties agree that appropriate strategies should be implemented to maintain balanced and safe workloads, identify and eliminate unnecessary tasks and recognise the adverse effect that excessive or insufficient workloads may have on Employees.
- (b) Employees' workloads must not exceed reasonable limits and Employees and management should have access to a number of avenues to ensure that as changes or new processes are adopted, workloads do not become unreasonable

- (c) Employees and management are encouraged to raise and address workload issues as soon and as efficiently as possible through line management. An issue is raised by reporting and discussing the matter with the immediate in-charge person and by entering the matter through the electronic incident management system and dealt with as per the “Incident reporting and review process policy”.
- (d) If a workload issue remains unresolved, the matter should be dealt with in accordance with clause 11 - Dispute Resolution Procedure.

8. SKILL MIX AND STAFFING LEVELS

- a) The Employer recognises the requirement for the provision of safe staffing levels through the following:
 - i) Professional clinical judgement; and
 - ii) Patient outcomes.
- b) The analysis of data from these sources provides the framework for nursing management to manage individual requirements and set priorities on a shift-by-shift basis. Such strategies also ensure that staffing levels meet patient care requirements.
- c) The skill mix will aim to have RN’s ratio greater than or equal to 50:50 registered nurses to enrolled nurses. The clinics will aim for a 1 to 4 chair ratio per staff member at any one-time dependant on staffing, patient acuity and needs of the unit at the time.
- d) On a 12 hour shift the chair ratio per staff member may vary, but no more than 1 – 5.

9. SECURITY

- (a) The Employer will ensure that adequate measures are in place with regard to the safety and security of Employees at all times. Such measures may include but not be limited to the following:
 - (i) Adequate numbers of suitably qualified nursing staff to safely monitor and assist patients who are, based on a clinical assessment, considered to be a risk to themselves or others;
 - (ii) Adequate numbers of suitably qualified nursing staff commensurate with patient acuity and throughput; and
 - (iii) Risk minimisation strategies in consultation with staff.

10. CONSULTATION

10.1 Consultation regarding major workplace change

(a) Employer to notify

- (i) Where the Employer has made a definite decision to introduce major changes in production, program, organisation, structure or technology that are likely to have significant effects on Employees, the Employer must notify the Employees who may be affected by the proposed changes and their representatives, if any.
- (ii) Significant effects include termination of employment; major changes in the composition, operation or size of the Employer's workforce or in the skills required; the elimination or diminution of job opportunities, promotion opportunities or job tenure; the alteration of hours of work; the need for retraining or transfer of Employees to other work or locations; and the restructuring of jobs. Provided that where this agreement makes provision for alteration of any of these matters an alteration is deemed not to have significant effect.

(b) Employer to discuss change

- (i) The Employer must discuss with the Employees affected and their representatives, if any, the introduction of the changes referred to in clause 10.1(a), the effects the changes are likely to have on Employees and measures to avert or mitigate the adverse effects of such changes on Employees and must give prompt consideration to matters raised by the Employees and/or their representatives in relation to the changes.
- (ii) The discussions must commence as early as practicable after a definite decision has been made by the Employer to make the changes referred to in clause 10.1(a).
- (iii) For the purposes of such discussion, the Employer must provide in writing to the Employees concerned and their representatives, if any, all relevant information about the changes including the nature of the changes proposed, the expected effects of the changes on Employees and any other matters likely to affect Employees provided that no Employer is required to disclose confidential information the disclosure of which would be contrary to the Employer's interests.

10.2 Consultation about changes to regular rosters or ordinary hours of work

- (a) Where an Employer proposes to change an Employee's regular roster or ordinary hours of work, the Employer must consult with the Employee or Employees affected and their representatives, if any, about the proposed change.
- (b) The Employer must:
 - (i) provide to the Employee or Employees affected and their representatives, if any, information about the proposed change (for example, information about the nature of the change to the Employee's regular roster or ordinary hours of work and when that change is proposed to commence);
 - (ii) invite the Employee or Employees affected and their representatives, if any, to give their views about the impact of the proposed change (including any impact in relation to their family or caring responsibilities); and
 - (iii) give consideration to any views about the impact of the proposed change that are given by the Employee or Employees concerned and/or their representatives.
- (c) The requirement to consult under this clause does not apply where an Employee has irregular, sporadic or unpredictable working hours.
- (d) These provisions are to be read in conjunction with other provisions from the following clauses: clause 20 Ordinary Hours of Work, clause 21 Twelve (12) Hour Shift Roster Arrangements and clause 22 Rostering Arrangements.

11. DISPUTE RESOLUTION PROCEDURE

- (a) In the event of a dispute in relation to a matter arising under this Agreement, or the NES (except disputes about whether the Employer had reasonable business grounds under subsection 65(5) or 76(4) of the FW Act), the parties will attempt to resolve the matter at the workplace by discussions between the Employee or Employees concerned and the relevant supervisor. If such discussions do not resolve the dispute, the Director of Nursing will organise further discussions with the relevant Employee or Employees concerned.
- (b) A party to the dispute may appoint another person or a Union representative to accompany and/or represent them in relation to the dispute.

- (c) If a dispute in relation to a matter arising under this Agreement or the NES is unable to be resolved at the workplace, and all agreed steps for resolving it have been taken, the dispute may be referred to the FWC for resolution by mediation and/or conciliation, recommendation, and, where the matter in dispute remains unresolved, arbitration where any decision of the FWC is binding on all parties.
- (d) If arbitration is necessary, the FWC may exercise the procedural powers in relation to hearings, witnesses, evidence and submissions which are necessary to make the arbitration effective and the parties agree to abide by such a decision and further accept that either party has the right to appeal that decision.
- (e) It is a term of this Agreement that while the dispute resolution procedure is being conducted;
 - i. work will continue subject to the provisions of this Agreement and the FW Act; and
 - ii. an Employee must not unreasonably fail to comply with any direction of the Employer about performing work, whether at the same or another workplace, that is safe and appropriate for the Employee to perform.

12. BACKGROUND CHECK

- (a) Employees agree that the Employer may undertake a criminal record background check. Should the results of the criminal record background check be unsatisfactory, the Employer may terminate Employee's employment.
- (b) Where an Employee incurs any cost in obtaining and providing to the Employer any criminal record background check of the Employee requested by the Employer, the Employer will reimburse such cost to the Employee on or by the first payday after the Employee incurs the cost.

13. TYPES OF EMPLOYMENT

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

- (a) full-time;
- (b) part-time; or
- (c) casual.

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

Each new employee will be provided with a copy of the Fair Work Information Statement (FWIS) before, or as soon as possible after, they start their new position.

Each new casual employee will also be provided with a copy of the [Casual Employment Information Statement](#) (CEIS).

Each employee who enters a new fixed term contract will be provided with a copy of the [Fixed Term Contract Information Statement](#) (FTCIS).

13.1 Full-time employment

- (a) A full-time Employee is an Employee who is engaged to work seventy-six (76) ordinary hours per fortnight.

13.2 Part-time employment

- (a) A part-time Employee is an Employee who is engaged to work less than an average of seventy-six (76) ordinary hours per fortnight and whose hours of work are reasonably predictable.
- (b) Before commencing part-time employment, the Employer and Employee will agree in writing the guaranteed minimum number of hours to be worked per fortnight.
- (c) The terms of the agreement may be varied by agreement and recorded in writing.
- (d) The terms of this Agreement will apply on a pro rata basis to part-time Employees on the basis that the fortnightly hours for full-time Employees are seventy-six (76).

13.3 Casual employment

- (a) A casual Employee is an Employee engaged and paid as such.
- (b) A casual Employee will be paid an hourly rate equal to the hourly rate appropriate to the Employee's classification (see Appendix A - Wage Rates) plus a casual loading of 25%.
- (c) The 25% casual loading is paid to a casual Employee in lieu of paid leave entitlements, notice of termination, severance pay and public holidays not worked.
- (d) A casual Employee will be paid a minimum of two (2) hours pay for each engagement.
- (e) A casual Employee will be paid shift allowances calculated on the ordinary rate of pay excluding the casual loading with the casual loading component then added to the penalty rate of pay.
- (f) Overtime penalties rates apply to a casual employee for work in excess of 10 hours in a day or 76 hours in a fortnight and the overtime penalty rates shall be cumulative on the casual hourly rate.
- (g) The provisions for annual leave, paid personal/carer's leave, compassionate leave, family and domestic violence leave, payment for public holidays not worked and termination shall not apply in the case of a casual Employee.

14. CASUAL CONVERSION

- (a) A casual employee may have a pathway to permanent employment in accordance with the NES. In accordance with the NES, the employer must make an offer to a casual employee under this sub-clause if:
- (b) the employee has been employed by the employer for a period of 12 months beginning the day the employment started; and
- (c) during at least the last 6 months of that period, the employee has worked a regular pattern of hours on an ongoing basis which, without significant adjustment, the employee could continue to work as a full-time employee or a part-time employee (as the case may be).
- (d) An Employee is also able to request their Employer convert their employment to full or part time (permanent) in some circumstances.
- (e) Any dispute over the application of the NES casual conversion provisions may be dealt with in accordance with Clause 11, Dispute Resolution Procedure in this Agreement.
- (f) The further details of casual conversion will be in accordance with the NES.

15. WAGES

- (a) Wage rates effective from the commencement of this Agreement will be as shown in Appendix A of this Agreement.
- (b) The wage increases as set out in Appendix A of this Agreement will be payable as follows:
 - (i) Recognition of the increase paid 2.75% – 1 July 2023
 - (ii) 3.25% increase from the beginning of the first full pay period to commence on or after 1 August 2024.
 - (iii) 3% increase from the beginning of the first full pay period to commence on or after 1 August 2025.
 - (iv) 3% increase from the beginning of the first full pay period to commence on or after 1 August 2026.
 - (v) 2.5% increase from the beginning of the first full pay period to commence on or after 1 August 2027.
- (c) Payment of wages will be by electronic transfer at the end of each fortnightly pay period, along with electronic pay advice slips. Any other form of payment can be at the discretion of the Employer by agreement with the Employee.
- (d) If a normal payroll processing day falls on a public holiday, payment will be processed on the business day prior to that day.

16. SALARY SACRIFICE ARRANGEMENTS

- (a) An Employee may request, in writing, the Employer to pay amounts to third parties on the Employee's behalf, subject to subclause (c), and have such amounts deducted from their wages (salary sacrifice). The Employer must act in accordance with such request.
- (b) This arrangement is subject to the current legislative salary sacrifice arrangements with the Australian Taxation Office (ATO).
- (c) Only the following items may be salary sacrificed:
 - (i) Superannuation;
 - (ii) A subscription to trade or professional journals;
 - (iii) Professional membership; or
 - (iv) Novated Leases.
- (c) Any salary sacrifice request made pursuant to this clause may be terminated by the Employee providing at least fourteen (14) days' written notice of termination to the Employer.

17. SUPERANNUATION

- (a) Superannuation legislation, including the *Superannuation Guarantee (Administration) Act 1992* (Cth), the *Superannuation Guarantee Charge Act 1992* (Cth), the *Superannuation Industry (Supervision) Act 1993* (Cth) and the *Superannuation (Resolution of Complaints) Act 1993* (Cth), deals with the superannuation rights and obligations of employers and employees.
- (b) Under superannuation legislation Employees have the opportunity to choose their own superannuation fund.
- (c) The Employer will calculate superannuation contributions by calendar month (the contribution period) and will remit contributions to the relevant superannuation fund within one month of the contribution period end or in accordance with the relevant fund deed or agreement.
- (d) If an Employee does not nominate a fund of choice within the first month of commencement of employment, the superannuation payments for that Employee will be placed in the default fund: 'Colonial First State', which offers a FirstChoice Employer Super product. If a new Nurse who is employed by Fresenius does not nominate their own fund, Fresenius will only make contributions into its default fund on behalf of that employee if online searches with the Australian Taxation Office (ATO) fail to identify a stapled fund previously used by that Nurse.

Note: A stapled fund is an existing super account which is linked, or 'stapled', (through the ATO) to an individual employee so that it follows them as they change jobs.

- (e) The Employer will pay to the Employee's superannuation fund the minimum amount prescribed by legislation and, if applicable, the percentage of the Employee's wages as per the Employer's superannuation policy.

18. LONG SERVICE LEAVE

- (a) An Employee's entitlement to long service leave will be in accordance with the *Long Service Leave Act 1981* (NT).

19. SPAN OF HOURS

- (a) The ordinary hours of work for a day worker will be between 6.00 am and 6.00 pm Monday to Friday.
- (b) A shiftworker is an Employee who is regularly rostered to work their ordinary hours of work outside the ordinary hours of work of a day worker as defined in clause 19(a) above.

20. ORDINARY HOURS OF WORK

- (a) The ordinary hours of work for full-time Employees will be seventy-six (76) hours in any one fortnight or one hundred and fifty-two (152) hours per four-week cycle, to be worked according to a roster as follows:
 - (i) The shift length or ordinary hours of work per day for a full-time Employee will be eight (8) hours up to a maximum of ten (10) hours, exclusive of meal breaks, except for a shift which the Employer and Employee agree in writing in advance is a maximum of 12 ordinary hours as per clause 21 Twelve (12) Hour Shift Roster Arrangements.
 - (ii) The hours of work on any day will be continuous except for meal breaks.
 - (iii) It is accepted that Employees may be offered additional (additional to rostered hours of work) shifts from time to time to meet the change in activity levels. Additional shifts will be worked and rostered by mutual agreement.
- (b) An Employee may, from time to time, be required to work reasonable overtime, where reasonable notice has been provided and where due consideration has been given to work health and safety matters and the Employee's circumstances. Employees working overtime will be entitled to the overtime provisions according to clause 24.

21. TWELVE (12) HOUR SHIFT ROSTER ARRANGEMENTS

- (a) Participation in 12 Hour-Shift Roster
 - (i) An Employee may elect to participate, or not to participate, in the 12 Hour Shift Roster subject to the provisions of this clause. Participation in the 12 Hour Shift Roster is at the sole discretion of the individual Employee. Pressure or coercion to participate or not to participate in the 12 Hour Shift Roster is strictly prohibited.
 - (ii) The 12-hour shift will be by mutual agreement only with the hours worked amounting to an average of one hundred and fifty-two (152) hours per four-week cycle.
 - (iii) An Employee who wishes to participate in the 12 Hour Shift Roster will advise their Manager in writing that they wish to do so. The Employee will then be entitled to commence working 12-hour shifts in the next roster period.
 - (iv) An Employee may cease working 12-hour shifts by advising the Manager to that effect in writing. A full published roster period of notice to cease working 12-hour shifts should be provided to the Manager except in unusual or exceptional circumstances.

(v) An Employee ceasing 12-hour shifts will revert to the shift arrangements that applied to that Employee immediately prior to commencing 12-hour shifts, unless otherwise mutually agreed. An Employee without an alternative shift arrangement to 12-hour shifts, and who ceases working 12-hour shifts, will work a roster consistent with the shift length referred to in this Agreement and their contracted hours, unless otherwise mutually agreed.

(b) Roster Guidelines

(i) The 12-hour roster must provide for the following:

- Work on no more than two (2) consecutive days, or three (3) days by mutual agreement;
- No night shifts;
- There will be no extension of work beyond 12 hours (i.e. no overtime will be worked or required to be worked following a 12-hour shift);
- There will be a reasonable distribution of days off between block shifts;
- The roster cycle is a period of four (4) weeks.

(ii) Minimum Breaks between Shifts

The minimum break between shifts will be at least ten (10) hours to allow sufficient time for rest and recuperation.

(iii) Meal and Tea Breaks

During each day or shift an Employees will have:

- (i) one unpaid 30-minute meal break; and
- (ii) two 30-minute paid tea breaks.

(iv) Additional Shifts

Except in exceptional circumstances the working of any additional, agreed, un-rostered shift by full-time Employees participating in the 12-hour roster is not permitted.

In exceptional circumstances only, a full-time Employee may, by agreement between the Manager and the Employee, work up to one (1) additional shift in any fortnightly work cycle to cover for unplanned Employee absences, subject to all other roster rules. Any such shift will be considered overtime, and the overtime provisions of the Agreement will apply.

22. ROSTERING ARRANGEMENTS

- (a) The Employee will be required to work the ordinary hours of work over a fourteen (14) day cycle (except for those on the 12-hour shift). In a fourteen (14) day cycle the Employee will work up to a maximum of seventy-six (76) ordinary hours.
- (b) The Employee will be rostered off duty for at least two (2) days per week. Wherever practicable the Employer will roster the Employee off duty for at least two (2) consecutive days unless by agreement otherwise between the Employer and Employee.
- (c) The Employer will provide the Employee with the 2 week roster at least ten (10) days before the commencement of the roster.
- (d) Except as in emergency situations, seven (7) days' notice will be given of a change of roster.
- (e) Starting/finishing times of shifts may vary to accommodate the smooth running of the clinic and subject to operational requirements. Twenty-four (24) hours' notice should be given to roster changes wherever possible.
- (f) The length of a shift may be varied by agreement between the Employer and Employee up to a maximum of 10 hours as per clause 20(a)(i).
- (g) The required notice period for the cancellation by the Employer of any shift will be twelve (12) hours before commencement of the shift.
- (h) In the event that an agreed shift is cancelled by the Employer without the required notice period being given, the Employee will be entitled to four (4) hours' payment.
- (i) In the event of a breakdown of machinery or equipment or a stoppage of work for any cause for which the Employer cannot reasonably be held responsible, the Employee will be entitled to two (2) hours' payment.
- (j) The Employer will consult with the Employee regarding the composition of the roster and where possible will adjust the roster to accommodate the requirements of the Employee and operational requirements.

23. REST BETWEEN PERIODS OF ROSTERED WORK

- (a) An Employee will be allowed a break of not less than ten (10) hours between the termination of work on one day or shift and the commencement of another.
- (b) The ten (10) hour break may be reduced to a break of not less than nine (9) hours under the following circumstances:
 - (i) To permit changes of shift rosters; or
 - (ii) By agreement between the Employer and the Employee in circumstances where they are of the opinion the Employee will

not be unduly fatigued and the Employee's professional competence will not be adversely affected.

- (c) If, on the instruction of the Employer, an Employee resumes or continues to work without having had ten (10) consecutive hours off duty, or nine (9) hours in accordance with clause 23(b) above, they will be paid at the rate of double time until released from duty for such period.

24. OVERTIME

24.1 Overtime penalty rates

- (a) Hours worked in excess of eight (8) ordinary hours on any day or shift prescribed in clause 20—Ordinary Hours of Work or in excess of seven-six (76) hours per fortnight, are to be paid as follows:
 - (i) Monday to Saturday (inclusive)—time and a half for the first two (2) hours and double time thereafter;
 - (ii) Sunday—double time; and
 - (iii) Public holidays—double time and a half.
- (b) Overtime rates under this clause will be in substitution for and not cumulative upon the shift and weekend premiums prescribed in clause 27—Saturday and Sunday Work and clause 28—Shift Work.

24.2 Time off instead of payment for overtime

- (a) By agreement between the Employer and Employee, an Employee may take time off instead of receiving payment for overtime at a mutually agreed time.
- (b) The Employee may take one hour of time off for each hour of overtime plus a period equivalent to the overtime penalty incurred.
- (c) Time off must be taken:
 - (i) within the period of six (6) months after the overtime is worked; and
 - (ii) at a time or times within that period of six (6) months agreed by the Employee and Employer.
- (d) If time off for overtime that has been worked is not taken within the period of six (6) months mentioned in clause 24.2(c) above, the Employer must pay the Employee for the overtime, in the next pay period following those six (6) months, at the overtime rate applicable to the overtime when worked.
- (e) If, on the termination of an Employee's employment, time off for overtime worked by the Employee to which this clause 24.2 applies has not been taken, the Employer must pay the Employee for the overtime at the overtime rate applicable to the overtime when worked.

24.3 Rest period after overtime

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

24.4 Rest break during overtime

An Employee working overtime will take a paid rest break of twenty (20) minutes after each four (4) hours of overtime worked if required to continue to work after the break.

24.5 Recall to work

- (a) An Employee who is recalled to work after leaving the Employer's premises will be paid for a minimum of three (3) hours' work at the appropriate overtime rate.
- (b) The time spent travelling to and from the place of duty will be deemed to be time worked. Except that, where an Employee is recalled within three (3) hours of their rostered commencement time, and the Employee remains at work, only the time spent in travelling to work will be included with the actual time worked for the purposes of the overtime payment.
- (c) An Employee who is recalled to work will not be obliged to work for three (3) hours if the work for which the Employee was recalled is completed within a shorter period.
- (d) If an Employee is recalled to work, the Employee will be provided with transport to and from their home or will be refunded the cost of such transport.

25. EMPLOYEE INCREMENTAL PAY-POINTS

Each Employee will be entitled to increments for service in their classification in accordance with the following scale:

- (a) A full-time Employee is entitled to move to the next increment within their level on completion of each twelve (12) months satisfactory service with the Employer, until the maximum wage for that level is attained.
- (b) Incremental progression for part-time and casual Employees will occur on the completion of 1786 ordinary hours. Progression to the next applicable increment cannot occur earlier than twelve (12) months at the previous or existing increment:
 - (i) A part-time or casual Employee who believes a pay point is due for increase will need to provide to their Manager a certificate of employment of any other Employer showing clearly their hours of work for that Employer.
 - (ii) It is the Employee's responsibility to provide the certificate as soon as possible within six (6) months from the date of the expected pay increase. If an Employee does not provide the certificate within the six (6) month period but produces it in a period longer than six (6) months after the increase, the Employer reserves the right to back pay the Employee up to six (6) months only.
- (c) New increments shall be introduced for Enrolled Nurses, Registered Nurse Grade 2 and Registered Nurse Grade 3 in accordance with Appendix A – Wage rates. Nurses employed prior to the commencement of this Agreement who have 12 months full time equivalent service (i.e. 1786 ordinary hours if part time or casual) at the highest increment for their classification level will progress to the new increments. Likewise service at the highest increment under the previous enterprise agreement will count towards progression to the new increments.

26. QUALIFICATION ALLOWANCES

26.1 REGISTERED NURSES – QUALIFICATION ALLOWANCES

- (a) A registered nurse, other than a casual Employee, may be eligible to receive the following qualifications allowance on ordinary base earnings, subject to satisfaction of the criteria set out in this clause. Please note these qualifications do not cover basic Registered Nurse qualifications.
 - An allowance equivalent to 3.5% calculated on the maximum pay point of the Nurse 2 classification, for the hospital certificates, graduate certificates (university

based or equivalent) or Diplomas issued by a University or College of Advanced Education prior to the implementation of Graduate Certificates or Graduate Diplomas in relevant nursing practice areas;

- An allowance equivalent to 4% calculated on the maximum pay point of the Nurse 2 classification, for graduate diploma/double degree (university based or equivalent);
- An allowance equivalent to 5% calculated on the maximum pay point of the Nurse 2 classification, for master's degree or Doctorate;

The allowance is available for Nurse 2 and 3 classifications only.

- (b) The qualification allowance is only payable to the Employee while they undertake responsibilities that are directly relevant to the prescribed qualification.
- (c) The qualification allowance is payable to part-time Employees on a pro rata basis as per hours worked.
- (d) The above allowances are to be paid during all periods of paid leave except personal leave beyond twenty-one (21) days and long service leave.
- (e) Where an Employee holds two (2) or more relevant qualifications, the allowance is only payable in respect of one qualification. If the employee holds one qualification of a higher level, that qualification will only be paid to the exclusion of the lower qualification.
- (f) Employees who believe they may be eligible for payment of a qualification allowance must make an application to the appropriate Dialysis Clinic Manager and if approved, the allowance will be payable from the date of application. Applicants must provide appropriate supporting documentation attesting to their qualifications. Eligibility will be determined by the relevant Dialysis Clinic Manager. In the case of any dispute related to the Manager's determination refer to clause 11 - Dispute Resolution Procedure.

26.2 NURSE 1 (ENROLLED NURSES) – QUALIFICATION ALLOWANCE

- (a) A qualification allowance is payable to Nurse 1 (other than a casual Employee), who holds a qualification, as defined below, at the time this Agreement commences, or from such a later date at which the Employee

acquires the relevant qualification, that is relevant to the Employee's current practice or position or role.

- (b) The allowances prescribed will be paid to part-time Employees on a pro-rata basis as per hours worked.
- (c) The qualification that will attract this allowance is as follows:
 - ii) An allowance equivalent to 3.5% calculated on the fifth pay point of the Nurse 1 classification for hospital based post-registration qualification of at least one year's duration or post-registration qualification of at least six (6) months full-time duration or equivalent part-time by a recognised TAFE or Registered Training Organisation.
- (d) Unless specifically provided for in this clause, hospital based graduate and clinical enhancement programs, non-tertiary post-graduate qualifications, or hospital based post-graduate programs not linked with a recognised TAFE, RTO or university do not attract this allowance.
- (f) The above allowances are to be paid during all periods of paid leave except personal leave beyond twenty-one (21) days and long service leave.

27. SATURDAY AND SUNDAY WORK

- (a) Employees whose ordinary working hours include work on a Saturday and / or Sunday, will be paid for ordinary working hours worked between midnight on Friday and midnight on Saturday at the rate of time and one half, and for ordinary hours worked between midnight on Saturday and midnight on Sunday at the rate of time and three quarters.

28. SHIFT WORK

- (a) For the purposes of this clause:
 - (i) **Afternoon Shift** means any shift commencing not earlier than 12.00 noon and finishing after 6.00 pm on the same day.
 - (ii) **Night Shift** means any shift commencing on or after 6.00 pm and finishing before 7.30 am on the following day.

- (b) The loading on the ordinary rate of pay for an Employee who works a rostered afternoon shift commencing at or after 12 noon and finishing after 6.00 pm on week days will be 15%.
- (c) Afternoon shift loading is not paid to an Employee who on any weekday commences their ordinary hours of work after 1200 and completes those hours at or before 1800 on that day.
- (d) The loading on the ordinary rate of pay for an Employee who works a rostered night shift commencing between 6:00pm and 1:00am on weekdays will be 25%.
- (e) The shift penalties prescribed in this clause will not apply to shiftwork performed by an Employee on a Saturday, Sunday or public holiday where the extra payment prescribed by clause 27—Saturday and Sunday Work and clause 39—Public Holidays applies.

29. IN CHARGE OF SHIFT

- (a) A Nurse 2 Employee required to be the 'IC - in charge RN' on any shift for at least five (5) hours will be paid at the wage rate of a Nurse 3 and paid in conjunction with any appropriate shift penalties, which will be paid at the Nurse 3 wage rate. This will include any shift where a senior nurse (Nurse 3 to Dialysis Clinic Manager) is absent from the clinic for five (5) hours or more.
- (b) An Employee will not be entitled to receive In-Charge Allowance when receiving the higher duties allowance under this Agreement.

30. HIGHER DUTIES

- (a) A Registered Nurse, who is required to relieve another Registered Nurse in a higher classification than the one in which they are ordinarily employed will be paid an allowance equal to the difference between the Employee's own salary and the salary the Employee would receive if promoted to the higher classification provided the relieving is for a period of five (5) days or more and if payable, they will be paid for the whole period.

31. UNIFORM AND LAUNDRY ALLOWANCE

- (a) Employees are required by the Employer to wear the Employer's uniform which consists of a distinctive blouse/shirt with the Employer's logo, and the Employer requests that the Employee wears blue trousers or a blue skirt of the Employee's choice.

- (b) Upon commencement of employment, the Employer will provide the Employee with uniform blouses/shirts as follows (based on contracted hours):
 - (i) Full-time and 0.7 FTE – four (4) tops;
 - (ii) Part-time of 0.6 FTE and below – three (3) tops; and
 - (iii) Casual – one (1) top.
- (c) Uniforms will be replaced on a reasonable ‘fair wear and tear, as needs’ basis.
- (d) If an Employee ceases their employment with the Employer, the Employer will have the right to request the return of the provided uniform items.
- (e) The Employee will be paid a laundry allowance in accordance with Appendix A.

32. ATTRACTION AND RETENTION INCENTIVE ALLOWANCE

- (a) The attraction and retention incentive allowance is an incentive to continue employment with the Employer during the period of this Agreement.
- (b) This clause does not apply to casual employees, or those employees currently employed at Katherine who are in receipt of the Accommodation allowance.
- (c) Entitlement to the attraction and retention incentive allowance will be calculated from the date the Agreement commences operation (7 days after approval of the Agreement by the FWC, in accordance with the FW Act) and will be paid to part-time employees on a pro rata basis as per contracted hours at the time the payment is due.
- (d) To receive the allowance, eligible employees must be employed on a permanent basis for each full entitlement period.
- (e) The attraction Allowance is paid to employees new to the Employer and is a once off payment.
- (f) The Attraction and Retention Incentive Allowance will be paid to all nurses as follows:

ALLOWANCE	AMOUNT
Attraction Allowance – Applicable to all new employees on the successful completion of their probationary period.	\$1,000

(Current employees at Alice Springs who have completed their probationary period will receive the Attraction Allowance in the second pay run following the commencement of this Agreement.	
Retention Allowance - Initial Payment - After 12 months service (This will be paid on FFPP following the anniversary of the date the attraction payment was due).	\$3,000
Recurring Payment - After a further 12 months service (This will be paid 12 months after the anniversary of the first retention payment; and paid each 12 months thereafter during the life of this Agreement, until the nominal expiry date.)	\$3,000

33. BREAKS

33.1 Meal breaks

- (a) An Employee who works in excess of five (5) hours will be entitled to an unpaid meal break of not less than thirty (30) minutes and not more than sixty (60) minutes.

Where an Employee is required by the Employer to remain available during a meal break, but is free from duty, the Employee will be paid at the ordinary rate for the 30 minute meal break. This period will not count as time worked when calculating ordinary hours for the purposes of overtime or penalties.

Where an Employee is required by the Employer to perform work or is recalled to duty during a meal break (**Interrupting Work**), the Employee will be paid overtime for all time worked until the meal break (or the balance of the meal break) is taken. Unless authorised otherwise by the Employer, the Employee must immediately commence their meal break (or the remainder of such meal break) upon the conclusion of the Interrupting Work.

- (b) The time of taking the meal break may be varied by agreement between the Employer and Employee.

33.2 Tea breaks

- (a) Every Employee will be entitled to a paid 10-minute tea break in each four (4) hours worked at a time to be agreed between the Employee and Employer.
- (b) Subject to agreement between the Employer and Employee, such breaks may alternatively be taken as one 20-minute tea break.
- (c) Tea breaks will count as time worked.

34. MEAL ALLOWANCE

- (a) An Employee will be supplied with an adequate meal where an Employer has adequate cooking and dining facilities or be paid a meal allowance in accordance with Appendix A in addition to any overtime payment as follows:
 - (i) when the overtime work on any shift exceeds one (1) hour.
 - (ii) provided that where such overtime work exceeds five (5) hours a further meal allowance in accordance with Appendix A will be paid.
- (b) Subclause (a) will not apply when an Employee could reasonably return home for a meal within the meal break.

35. ACCOMODATION ALLOWANCE

- (a) Employees employed at the Katherine Dialysis Clinic who received an accommodation allowance prior to the commencement of this Agreement shall continue to receive such allowance.
- (b) Such allowance will increase by the wage increases specified in clause 15
- (c) If a Katherine Dialysis Clinic employee transfers to an alternative location after this Agreement commences operation, the accommodation allowance shall no longer be paid, however the retention incentive allowance at clause 32 will be payable at the alternative location.

36. TRAVELLING, TRANSPORT AND FARES

- (a) An Employee required and authorised to use their own motor vehicle in the course of their duties will be paid an allowance of not less than \$0.99 per kilometre, this amount will be adjusted in accordance with Appendix A.

- (b) When an Employee is involved in travelling on duty, if the Employer cannot provide the appropriate transport, all reasonably incurred expenses in respect to fares, meals and accommodation will be met by the Employer.
- (c) Provided further that the Employee will not be entitled to reimbursement for expenses referred to in clause 36(b) above which exceed the mode of transport, meals or the standard of accommodation agreed with the Employer for these purposes.

37. ANNUAL LEAVE

Annual leave is provided for in the NES. This clause contains additional provisions.

37.1 Quantum of annual leave

Employees other than shift workers

- (a) In addition to the entitlements in the NES, an Employee (other than a shift work Employee as defined in clause 37.1(b)) is entitled to an additional two (2) weeks of annual leave on the same terms and conditions.

Shift work Employees

- (b) For the purpose of the additional week of annual leave provided by the NES, a shift worker is defined as an employee who:
 - (i) is regularly rostered over seven (7) days of the week; and
 - (ii) regularly works on weekends.
- (c) In addition to the additional week of annual leave provided by the NES, a shift work Employee is also entitled to a further week of annual leave.
- (d) To avoid any doubt, this means that an Employee (either a shift work or non-shift work Employee) is entitled to six (6) weeks of paid annual leave for each year of service with the Employer.

37.2 Annual leave loading

- (a) In addition to their ordinary times earnings, an Employee will be paid an annual leave loading of 17.5% of their ordinary times earnings on six (6) weeks annual leave per annum.

37.3 Payment of annual leave on termination

- (a) On the termination of their employment, an Employee will be paid their accrued and untaken annual leave and applicable annual leave loading.

38. CASH-OUT ANNUAL LEAVE ENTITLEMENTS

- (a) The Employer and the Employee may agree that the Employee forgo part of their entitlement to accrued annual leave in exchange for payment at the rate which would have applied had the day been worked. It will also include any applicable annual leave loading.
- (b) Paid annual leave must not be cashed out if the cashing out would result in the employee's remaining accrued entitlement to paid annual leave being less than 4 weeks.
- (c) Each cashing out of a particular amount of paid annual leave must be by a separate agreement in writing between the employer and the employee.

39. PUBLIC HOLIDAYS

- (a) Eligible Employees are entitled to absent from work on a public holiday in accordance with the NES.
- (b) In accordance with the NES, the following are public holidays:
 - 1 January (New Year's Day);
 - 26 January (Australia Day);
 - Good Friday;
 - Easter Monday;
 - 25 April (Anzac Day);
 - the Queen's Birthday holiday (on the day on which it is celebrated in the Northern Territory or a region of the Northern Territory);
 - 25 December (Christmas Day);
 - 26 December (Boxing Day); and
 - any other day, or part-day, declared or prescribed by or under a law of the Northern Territory to be observed generally within the Northern Territory, or a region of the Northern Territory, as a public holiday, other than a day or part-day, or a kind of a day or part-day, that is excluded by the Fair Work Regulations 2009 (Cth) as counting as a public holiday.
- (c) In accordance with the NES, if, under a law of the Northern Territory, a day or part-day is substituted for a day or part-day that would otherwise be a public holiday, then the substituted day or part-day is the public holiday.
- (d) All work done by an Employee (other than a casual Employee) during their ordinary shifts on a public holiday, including a substituted day, will be paid at double time and a half (250%) of their ordinary rate of pay.
- (e) All work done by a casual Employee during their ordinary shifts on a public holiday will be paid at the rate of 250%, inclusive of casual loading.

- (f) Employees (other than casual Employees) who would “normally work” on the day of the public holiday and are not required to work on such day will be paid at ordinary rates of pay as if they had worked their normal number of hours on that day.
- (g) The Employer may request an Employee to work on a particular public holiday. An Employee who, without the consent of the Employer or without reasonable cause, such as personal/carer’s leave, is absent from work on a public holiday after agreeing to work on a public holiday, is not entitled to any payment for such public holiday.
- (h) If any such holiday falls within an employee’s period of annual leave, that public holiday will be paid as per clause 39(f).
- (i) The public holiday loading will be in substitution for and not cumulative upon the weekend premiums prescribed in clause 27 – Saturday and Sunday Work.

40. PERSONAL/CARER’S LEAVE

Personal/carer’s leave is provided for in the NES. This clause contains additional provision. An Employee (other than a casual) is entitled to:

- (a) 3 weeks paid personal leave on commencement of employment; and
- (b) 3 weeks paid personal leave annually on the anniversary of the Employee’s commencement date.

41. COMPASSIONATE LEAVE

Compassionate leave is provided for in the NES. This clause contains additional provision:

- (a) An Employee (other than a casual) is entitled to three (3) days paid of compassionate leave on each occasion or five (5) days paid of compassionate leave if such an event occurs overseas.

42. PARENTAL LEAVE

An Employee is entitled to unpaid parental leave in accordance with the NES. This clause contains additional provisions:

- (a) An Employee is entitled to parental leave if the leave is associated with:
 - (i) The birth of a child, being a child who is born to the Employee or the Employee’s spouse or de facto partner;

or

(ii) The placement of a child with the Employee for adoption.

(b) For the purposes of this clause:

(i) An Employee is to include both full-time and part-time Employees.

(ii) Paid parental leave can only be accessed by an Employee who is the primary care giver of a newly born or newly adopted child.

(iii) An Employee must have completed twelve (12) months continuous service immediately prior to the commencement of a leave entitlement under this clause.

(c) Parental leave for the primary care giver will include eight (8) weeks (based on contracted hours) paid leave at the rate of the classification the Employee holds when commencing the leave, and 44 weeks unpaid leave.

(d) Parental leave is to be paid upon commencement of the leave as a single sum or the Employee may request that this payment be paid over a period of eight (8) weeks at full pay or taking sixteen (16) weeks at half-pay following the taking of such leave, or in another way agreed to by the Employer during such period of leave.

(e) In the case of an Employee who in the opinion of an appropriate medical practitioner had reduced the number of hours worked due to their pregnancy, the rate of pay and conditions will be no less favourable than their substantive position until the commencement of maternity leave.

(f) This clause is to be read in conjunction with the FW Act, Part 2-2, Division 5, subdivision B. An Employee may apply for part-time work from the seventh week after the birth. The Employer may refuse the request only on reasonable business grounds.

(g) Where an Employee has received payment in accordance with this clause, and the pregnancy subsequently results in stillbirth, the Employee is entitled to take such leave to a maximum period of six (6) weeks, subject to the following:

(i) Where an Employee is paid for the full eight (8) week period in advance and the Employee returns to work before the end of the period of leave, the Employee and the Employer will agree on how the balance of the leave will be credited to the Employer. The Employer will not cause additional hardship to an Employee and will give compassionate consideration to the Employee when considering an agreement in such circumstances;

(ii) Where an Employee commences half paid leave and returns to work prior to the expiration of such leave, the Employee will be paid a further amount equal to the difference between the half

pay paid for the period of maternity leave taken and full pay for the for the period of maternity leave taken

- (h) Paternity/Partner Leave: where a parent is not the primary caregiver of the child, they may apply for one (1) week paid paternity or partner leave (based on contracted hours), this leave is to be taken within one month of their child's birth or adoption date and it will be paid at the rate of the classification the Employee holds when commencing the leave.
- (i) During unpaid parental leave, accrual of leave types such as annual leave and personal/carer's leave will be suspended.
- (j) Paid personal/carer's leave, compassionate leave and paid community service leave is not available during unpaid parental leave.
- (k) Employer superannuation contributions are suspended during the unpaid parental leave period as per the superannuation legislation. All leave and superannuation entitlements will recommence once the Employee returns to work.
- (l) Absence on paid parental leave will count as service for all employment purposes.

43. CEREMONIAL LEAVE

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

44. COMMUNITY SERVICE LEAVE

Employees are entitled to community service leave in accordance with the NES.

45. FAMILY AND DOMESTIC VIOLENCE LEAVE

- (a) The Employer recognises that some of its Employees may experience situations of violence or abuse in their family and domestic life that may negatively affect their attendance or performance at work.
- (b) The Employer recognises that family and domestic violence includes physical, financial, verbal or emotional abuse by a current or former family/household member.

- (c) The Employer will offer support to an Employee (other than a casual Employee) experiencing family and domestic violence. This will include:
 - (i) Access to ten (10) days per year (not cumulative) of paid family and domestic leave to attend medical appointments, legal proceedings, seek safe housing or to attend any other activities related to dealing with domestic violence and its consequences. Upon exhaustion of the family and domestic leave entitlements, the employee may be entitled to access Leave without Pay (LWOP) as per Company Policy.
 - (ii) Family and domestic violence leave is in addition to any other existing leave entitlements and may be taken as consecutive days or single days or as a fraction of a day.
 - (iii) Family and domestic violence leave for part-time employees is calculated pro-rata based on contracted hours.
 - (iv) Flexible working arrangements, including changes to working times consistent with the needs of the clinic and with appropriate regard to the health and safety of Employees.
- (d) Proof of family and domestic violence is required by the Employer and which can be presented in the form of an agreed document issued by the police service, a court, a doctor (including a medical certificate), a domestic violence support service or lawyer, or a counselling professional.
- (e) Nothing in this clause will prohibit the Employee from accessing other available forms of leave for the purpose of attending legal proceedings, counselling, appointments with a medical or legal practitioner, relocation, the making of safety arrangements and other activities associated with the experience of family and domestic violence.

46. TRAINING AND STAFF DEVELOPMENT

- (a) The Employer recognises that the achievement of increased productivity and effectiveness requires that Employees have opportunities to attend relevant training and education programs and to effectively utilise the training provided to them.
- (b) The Employer will provide financial assistance to the Employee for approved study courses, training programs and other professional development, e.g. conferences. An Employee will be able to apply to their manager for funding assistance. The allocation of funding will be on a merit-based system which reflect the priorities of the clinic, the value of the programme and the personal training needs of the Employee, the

number of applications and the nature of the assistance sought. Assistance will be provided on an equitable basis to all interested Employees.

- (c) An Employee (other than a casual) will be entitled to three (3) days of professional development leave per annum. The hours of leave will be calculated on a pro-rata basis to part-time Employees based on their contracted hours.
 - (i) Self – directed learning and development is a recognized form of training and education
 - (ii) Membership and active participation in the relevant professional bodies is strongly encouraged
 - (iii) Commitment to Clinic quality activities is encouraged
- (d) Mandatory training is paid work and provided by the Employer.
- (e) Professional Development also encompasses study leave: undertaking and/or preparing for examinations in a course of study.

47. NURSING BOARD REGISTRATION

- (a) All Employees must have a current registration with the Board.
- (b) If an Employee does not renew their registration by the expiry date or within the following one month, the registration will lapse, and the Employer may terminate their employment.
- (c) A copy of the nursing registration is kept at the clinic where the Employee works in. It is the responsibility of the Employee to ensure that a copy is provided on renewal to their Manager.
- (d) An Employee (other than a casual Employee) with minimum contracted hours of forty-eight (48) hours per fortnight will be reimbursed for the full amount of registration paid in their next pay period after the claim has been submitted.

48. INDIVIDUAL FLEXIBILITY ARRANGEMENTS

48.1 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:

48.1.1 the agreement deals with 1 or more of the following matters:

- (a) arrangements about when work is performed;
- (b) overtime rates;
- (c) penalty rates;

- (d) allowances;
- (e) leave loading; and

48.1.2 the arrangement meets the genuine needs of the employer and employee in relation to 1 or more of the matters mentioned in paragraph 48.1.1; and

48.1.3 the arrangement is genuinely agreed to by the employer and employee.

48.2 The employer must ensure that the terms of the individual flexibility arrangement:

48.2.1 are about permitted matters under section 172 of the *Fair Work Act 2009*; and

48.2.2 are not unlawful terms under section 194 of the Fair Work Act 2009; and

48.2.3 result in the employee being better off overall than the employee would be if no arrangement was made.

48.3 The employer must ensure that the individual flexibility arrangement:

48.3.1 is in writing; and

48.3.2 includes the name of the employer and employee; and

48.3.3 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

48.3.4 includes details of:

(a) the terms of the enterprise agreement that will be varied by the arrangement; and

(b) how the arrangement will vary the effect of the terms; and

(c) how the employee will be better off overall in relation to the terms and conditions of his or her employment as a result of the arrangement; and

48.3.5 states the day on which the arrangement commences.

48.4 The employer must give the employee a copy of the individual flexibility arrangement within 14 days after it is agreed to.

48.5 The employer or employee may terminate the individual flexibility arrangement:

48.5.1 by giving no more than 28 days written notice to the other party to the arrangement; or

48.5.2 if the employer and employee agree in writing—at any time.

48.6 Requests for flexible working arrangements

Requests for flexible working arrangements are provided for in the NES.

49. TERMINATION OF EMPLOYMENT

Notice of termination is provided for in the NES.

(a) Notice of termination by an Employee

The notice of termination required to be given by an Employee is the same as that required of the Employer except that there is no requirement on the Employee to give additional notice based on the age of the Employee concerned. If an Employee fails to give the required notice the Employer may withhold from any monies due to the Employee on termination under this Agreement or the NES, an amount not exceeding the amount the Employee would have been paid under this Agreement in respect of the period of notice required by this clause less any period of notice actually given by the Employee. If a Nurse provides Fresenius with less than the required amount of notice, Fresenius may deduct from any wages due to the Nurse an amount not exceeding one (1) weeks' pay. No deductions will be applied to a Nurse aged under 18.

(b) Job search entitlement

Where the Employer has given notice of termination to an Employee, an Employee must be allowed up to one (1) days' time off without loss of pay for the purpose of seeking other employment. The time off is to be taken at times that are convenient to the Employee after consultation with the Employer.

50. REDUNDANCY

Redundancy pay is provided for in the NES.

(a) Transfer to lower paid duties

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

(b) Employee leaving during notice period

An Employee given notice of termination in circumstances of redundancy may terminate their employment during the period of notice prescribed by section 117(3) of the FW Act. The Employee is entitled to receive the

benefits and payments they would have received under this clause had they remained in employment until the expiry of the notice but is not entitled to payment instead of notice.

(c) Job search entitlement

- (i) An Employee given notice of termination in circumstances of redundancy must be allowed up to one day's time off without loss of pay during each week of notice for the purpose of seeking other employment.
- (ii) If the Employee has been allowed paid leave for more than one day during the notice period for the purpose of seeking other employment, the Employee must, at the request of the Employer, produce proof of attendance at an interview or they will not be entitled to payment for the time absent. For this purpose, a statutory declaration is sufficient.

51. WORKPLACE DELEGATES RIGHTS

51.1 Clause 51 provides for the exercise of the rights of workplace delegates set out in section 350C of the Act.

51.2 Before exercising entitlements under clause 51, a workplace delegate must give the employer written notice of their appointment or election as a workplace delegate. The workplace delegate must provide the employer with evidence that would satisfy a reasonable person of their appointment or election.

51.3 An employee who ceases to be a workplace delegate must give written notice to the employer within 14 days.

51.4 Right of representation

A workplace delegate may represent the industrial interests of eligible employees who wish to be represented by the workplace delegate in matters including:

- (a) consultation about major workplace change;
- (b) consultation about changes to rosters or hours of work;
- (c) resolution of disputes;
- (d) disciplinary processes;
- (e) enterprise bargaining where the workplace delegate has been appointed as a bargaining representative under section 176 of the Act or is assisting the delegate's organisation with enterprise bargaining; and
- (f) any process or procedure within an award, enterprise agreement or policy of the employer under which eligible employees are entitled to be

represented and which concerns their industrial interests.

51.5 Entitlement to reasonable communication

(a) A workplace delegate may communicate with eligible employees for the purpose of representing their industrial interests under clause 51.4. This includes discussing membership of the delegate's organisation and representation with eligible employees.

(b) A workplace delegate may communicate with eligible employees during working hours or work breaks, or before or after work.

51.6 Entitlement to reasonable access to the workplace and workplace facilities

(a) The employer will provide a workplace delegate with access to or use of the following workplace facilities:

- (i) a room or area to hold discussions that is fit for purpose, private and accessible by the workplace delegate and eligible employees;
- (ii) a physical or electronic noticeboard;
- (iii) electronic means of communication ordinarily used in the workplace by the employer to communicate with eligible employees and by eligible employees to communicate with each other, including access to Wi-Fi;
- (iv) a lockable filing cabinet or other secure document storage area; and
- (v) office facilities and equipment including printers, scanners and photocopiers.

(b) The employer is not required to provide access to or use of a workplace facility under clause 51.6(a) if:

- (i) the workplace does not have the facility;
- (ii) due to operational requirements, it is impractical to provide access to or use of the facility at the time or in the manner it is sought; or
- (i) the employer does not have access to the facility at the enterprise and is unable to obtain access after taking reasonable steps.

51.7 Entitlement to reasonable access to training

A workplace delegate will have access to up to 5 days of paid time during normal working hours for initial training and at least one day each subsequent year, to attend training related to representation of the industrial interests of eligible employees, subject to the following conditions:

(a) In each year commencing 1 July, the employer is not required to provide access to paid time for training to more than one workplace delegate per 50 eligible employees.

(b) The number of eligible employees will be determined on the day a delegate requests paid time to attend training, as the number of eligible employees who are:

- (i) full-time or part-time employees; or
 - (ii) regular casual employees.
- (c) Payment for a day of paid time during normal working hours is payment of the amount the workplace delegate would have been paid for the hours the workplace delegate would have been rostered or required to work on that day if the delegate had not been absent from work to attend the training.
- (d) The workplace delegate must give the employer not less than 5 weeks' notice (unless the employer and delegate agree to a shorter period of notice) of the dates, subject matter, the daily start and finish times of the training, and the name of the training provider.
- (e) If requested by the employer, the workplace delegate must provide the employer with an outline of the training content.
- (f) The employer must advise the workplace delegate not less than 2 weeks from the day on which the training is scheduled to commence, whether the workplace delegate's access to paid time during normal working hours to attend the training has been approved. Such approval must not be unreasonably withheld.
- (g) The workplace delegate must, within 7 days after the day on which the training ends, provide the employer with evidence that would satisfy a reasonable person of their attendance at the training.

51.8 Exercise of entitlements under clause 51

- (a) A workplace delegate's entitlements under clause 51 are subject to the conditions that the workplace delegate must, when exercising those entitlements:
- (i) comply with their duties and obligations as an employee;
 - (ii) comply with the reasonable policies and procedures of the employer, including reasonable codes of conduct and requirements in relation to occupational health and safety and acceptable use of ICT resources;
 - (iii) not hinder, obstruct or prevent the normal performance of work; and
 - (iv) not hinder, obstruct or prevent eligible employees exercising their rights to freedom of association.
- (b) Clause 51 does not require the employer to provide a workplace delegate with access to electronic means of communication in a way that provides individual contact details for eligible employees.
- (c) Clause 51 does not require an eligible employee to be represented by a workplace delegate without the employee's agreement.

NOTE: Under section 350A of the Act, the employer must not:

- (a) unreasonably fail or refuse to deal with a workplace delegate; or
- (b) knowingly or recklessly make a false or misleading representation to a

workplace delegate; or
(c) unreasonably hinder, obstruct or prevent the exercise of the rights of a workplace delegate under the Act or clause 51.

52. RECOVERY OF OVERPAYMENTS AND UNDERPAYMENTS

52.1 OVERPAYMENTS

- (a) Any overpayment will be repaid to the Employer within a reasonable period of time.
- (b) Where an overpayment is identified and proven, the Employer will provide the Employee with the written details of the overpayment and notify the Employee of their intent to recover the overpayment.
- (c) Where the Employee accepts that there has been an overpayment, arrangements for the recovery of the overpayment will be negotiated between the Employer and Employee.
- (d) If agreement on a repayment schedule cannot be reached within a reasonable period of time, the Employer may deduct the amount of the overpayment over the same period of time that the overpayment occurred provided:
 - i. the Employer may not deduct or require an Employee to repay an amount exceeding 10% of the Employee's net pay in any one pay period without the Employee's agreement; and
 - ii. where necessary, an Employer may deduct money over a period of time greater than the period of time over which the overpayment occurred.
- (e) If the Employee disputes the existence of an overpayment and the matter is not resolved within a reasonable period of time, the matter should be dealt with in accordance with clause 11 - Dispute Resolution Procedure.
- (f) Nothing in this clause will be taken as precluding the Employer's legal right to pursue recovery of overpayments.
- (g) Where the employer alters the pay cycle or pay day, any consequential variations to an employee's fortnightly wages and / or payments to compensate must not be considered an overpayment for the purpose of this clause.

52.2 UNDERPAYMENTS

- (a) Where an Employee is underpaid in any manner:

- i. the Employer will, once the Employer is aware of the underpayment, rectify the error as soon as practicable;
 - ii. where possible, the underpayment will be rectified no later than in the pay period immediately following the date on which the Employer is aware that an underpayment has occurred; and
 - iii. where an Employee can demonstrate that an underpayment has created serious financial hardship, the Employee will be paid by way of a special payment as soon as practicable.
- (b) An Employer will compensate an Employee for costs resulting directly from an underpayment, where it is proven that the costs resulted directly from the underpayment. This includes compensation for overdraft fees, dishonoured cheque costs, and dishonour fees related to routine deductions from the bank account into which an Employee's salary is paid.
- (c) Nothing in this clause will be taken as precluding the Employee's legal right to pursue recovery of underpayments.

53. SIGNATORIES

DATED this day 2nd December 2024

–Authority to sign on behalf of
Fresenius Medical Care Australia Pty Ltd
Louise Busuttil
Strategic HRBP – CDI Asia Pacific
Director, People & Culture
Level 3, 78 Waterloo Rd
Macquarie Park NSW 2113 Australia

DocuSigned by:
Louise Busuttil

F247D88D03AF46F.....

Signature

.....
Witness – Name and address
Allesa Lancaster
Suite 1065, 189 Queen Street Melbourne, VIC 3000

DocuSigned by:
[Signature]

A1220D9E7D6D4B3.....

Witness signature

Employee Representative on behalf of Employees
Australian Nursing and Midwifery Federation
Catherine Hatcher, NT Branch Secretary
16 Caryota Court COCONUT GROVE
PO Box 42533 Casuarina NT 0811

Signature

.....
Date

.....
Witness – Name and address

.....
Witness Signature

.....
Date

APPENDIX A – WAGE RATES

First full pay period on or after		1-Jul-23 2.75%	1-Aug-24 3.25%	1-Aug-25 3%	1-Aug-26 3%	1-Aug-27 2.5%
Enrolled Nurse (Nurse 1)						
Nurse 1	Year 1	\$34.29	\$35.40	\$36.46	\$37.56	\$38.50
	Year 2	\$35.35	\$36.50	\$37.59	\$38.72	\$39.69
	Year 3	\$36.45	\$37.63	\$38.76	\$39.92	\$40.92
	Year 4	\$37.58	\$38.80	\$39.96	\$41.16	\$42.19
	Year 5	\$38.76	\$40.02	\$41.22	\$42.46	\$43.52
	Year 6	New	\$40.39	\$41.60	\$42.85	\$43.92
Nurse 1 Advanced Practice						
	Year 1	\$39.75	\$41.04	\$42.27	\$43.54	\$44.63
	Year 2	New	\$41.41	\$42.65	\$43.93	\$45.03
Registered Nurse (Level 1)						
Nurse 2	Year 1	\$38.76	\$40.02	\$41.22	\$42.46	\$43.52
	Year 2	\$40.84	\$42.17	\$43.44	\$44.74	\$45.86
	Year 3	\$42.93	\$44.33	\$45.66	\$47.03	\$48.20
	Year 4	\$45.02	\$46.48	\$47.87	\$49.31	\$50.54
	Year 5	\$47.45	\$48.99	\$50.46	\$51.98	\$53.28
	Year 6	\$49.27	\$50.88	\$52.40	\$53.97	\$55.32
	Year 7	\$51.28	\$52.94	\$54.53	\$56.17	\$57.57
	Year 8	New	\$53.44	\$55.05	\$56.70	\$58.12
Registered Nurse (Level 2)						
Nurse 3	Year 1	53.42	\$55.15	\$56.81	\$58.51	\$59.98
	Year 2	55.55	\$57.36	\$59.08	\$60.85	\$62.37
	Year 3	57.07	\$58.93	\$60.70	\$62.52	\$64.08
	Year 4	New	\$59.48	\$61.26	\$63.10	\$64.68
Allowances						
Meal - 1 hour		\$14.00	\$16.20	\$16.69	\$17.19	\$17.62
Meal - 5 hours		\$14.00	\$14.60	\$15.04	\$15.49	\$15.88
Laundry per shift		\$0.50	\$0.52	\$0.53	\$0.55	\$0.56
Km allowance		\$0.85	\$0.99	\$1.02	\$1.05	\$1.08

APPENDIX B – CLASSIFICATION DEFINITIONS

(For more detailed information refer to the employer job descriptions on the Employer's intranet)

Nurse 1 (Enrolled Nurse) means an associate to the Registered Nurse who demonstrates competence in the provision of patient-centred care as specified by the registering authorities' license to practice, educational preparation and context of care. The Enrolled Nurse works under the direction and supervision of the Registered Nurse. At all times, the enrolled nurse retains responsibility for their actions and remains accountable in providing delegated patient care.

Nurse 2 (Registered Nurse—level 1)

An Employee at this level performs their duties according to their level of competence; and under the general guidance of, or with general access to a more competent registered nurse (RN) who provides work related support and direction. At all times, registered nurses (level 1) accept accountability for their own standards of nursing care and service delivery and responsibility for their actions.

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

- being responsible to deliver patient centred care within the haemodialysis setting in accordance with the organisational core values / standards of practice and codes and guidelines as set out by APHRA;
- providing support to the Dialysis Clinic Manager by participating in the clinical, management, education and quality activities of staff and patients within the clinic;
- being a team member by performing duties relating to direct and indirect patient care whilst promoting the values, missions and goals of the clinic and employer, constantly working towards their achievement; and
- providing support, direction and education to newer or less experienced staff, including EN's.

Nurse 3 (Registered Nurse—level 2)

An Employee at this level holds any other qualification required for working in the haemodialysis setting and is appointed as such by a selection process or by reclassification from a lower level when the Employee is required to perform the duties detailed in this subclause on a continuing basis. At all times, registered nurses (level 2) accept accountability for their own standards of nursing care and service delivery and responsibility for their actions.

This position is in charge of the clinic if a higher Registered Nurse or Dialysis Clinic Manager is absent from the clinic for 5 hours or more in any shift.

In addition to the duties of an RN L1, an Employee at this level is required to:

- provide support, direction, orientation and education to RN L1 and EN's
- act as a role model in the provision of holistic care to patients in the haemodialysis setting
- be responsible for planning and coordinating services relating to a particular group of patients in the haemodialysis setting, as delegated by the Dialysis Clinical Manager
- participate in quality assurance programs and policy development within the haemodialysis setting.