



DECISION

Fair Work Act 2009

s.185 - Application for approval of a single-enterprise agreement

Bundaberg Friendly Society Medical Institute Limited t/as Friendly Society Private Hospital
(AG2024/660)

FRIENDLY SOCIETY PRIVATE HOSPITAL AND QNMU – NURSES ENTERPRISE AGREEMENT 2023-2026

Health and welfare services

DEPUTY PRESIDENT ROBERTS

SYDNEY, 2 APRIL 2024

Application for approval of the Friendly Society Private Hospital and QNMU – Nurses Enterprise Agreement 2023-2026

[1] An application has been made for approval of an enterprise agreement known as the *Friendly Society Private Hospital and QNMU – Nurses Enterprise Agreement 2023-2026* (**the Agreement**). The Application was made pursuant to s.185 of the *Fair Work Act 2009* (**the Act**). It has been made by Bundaberg Friendly Society Medical Institute Limited (**the Applicant**). The Agreement is a single enterprise agreement.

[2] The Applicant has provided written undertakings (**Annexure A**). In accordance with s.190(4) of the Act the views of the bargaining representatives for the agreement were sought in relation to the undertakings. The bargaining representatives have indicated their acceptance of the undertakings provided. I am satisfied that the undertakings will not cause financial detriment to any employee covered by the Agreement and that the undertakings will not result in substantial changes to the Agreement.

[3] Subject to the undertakings referred to above, I am satisfied that each requirement of ss186, 187 and 188 as is relevant to this application for approval has been met. The undertakings are taken to be a term of the Agreement.

[4] I note that Clause 4.2 of the Agreement provides that the parties acknowledge that the National Employment Standards (**NES**) applies to this Agreement, and that the NES shall prevail over any clauses in this Agreement that are inconsistent with the minimum standards of the NES but only to the extent of such inconsistency.

[5] The Australian Nursing and Midwifery Federation (**ANMF**) lodged a Form F18 statutory declaration giving notice under s.183 of the Act that it wants the Agreement to cover it. In accordance with s.201(2) of the Act, I note the Agreement covers the ANMF.

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



DEPUTY PRESIDENT

Printed by authority of the Commonwealth Government Printer

<AE524025 PR772892>

Annexure A

IN THE FAIR WORK COMMISSION

FWC Matter No.:

AG2024/660

Applicant:

Bundaberg Friendly Society Medical Institute Limited t/as Friendly Society Private Hospital
Section 185 – Application for approval of a single enterprise agreement

Undertaking – section 190

I, Michelle Thompson, Chief Executive Office have the authority given to me by Bundaberg Friendly Society Medical Institute Limited t/as Friendly Society Private Hospital to provide the following undertakings with respect to *Friendly Society Private Hospital and QNMU – Nurses Enterprise Agreement 2023-2026 (Agreement)*. These undertakings are provided on the basis of the matters raised by the Fair Work Commission in the application before the Fair Work Commission.

The undertakings are as follows:

1. Clause 10.5 – voluntary 12 hour shifts: UCH undertakes employees in the classifications of Assistant Nurse and Undergraduate Student in Nursing will work a maximum of 10 ordinary hours on a Sunday – that is, such employee will be unable to agree to a voluntary 12 hour shift on a Sunday per clause 10.5 of the Agreement.



Signature

27.3.24.

Date

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

FRIENDLY SOCIETY PRIVATE HOSPITAL
AND
QNMU
NURSES

ENTERPRISE AGREEMENT 2023-2026



TABLE OF CONTENTS

1	DEFINITIONS.....	4
2	TITLE, APPLICATION AND PARTIES BOUND.....	4
3	PERIOD OF OPERATION AND REPLACEMENT	5
4	RELATIONSHIP TO AWARD AND NES	5
5	INDIVIDUAL FLEXIBILITY ARRANGEMENT	5
6	EMPLOYMENT CATERGORIES.....	8
7	WAGES AND WAGE RELATED MATTERS	9
8	ALLOWANCES	11
9	SUPERANNUATION.....	15
10	HOURS OF WORK AND SHIFTS.....	15
11	OVERTIME.....	16
12	TIME OFF IN LIEU ('TOIL') AND ADO'S	18
13	THEATRE NURSING STAFF ONLY – TIME OFF IN LIEU ('TOIL').....	19
14	ROSTERS	19
15	EXTERNAL TRANSFER DUTY	20
16	MEAL BREAKS	20
17	REST PAUSES	20
18	ANNUAL LEAVE	20
19	PUBLIC HOLIDAYS	21
20	PERSONAL / CARER'S LEAVE	22
21	COMPASSIONATE LEAVE	23
22	LONG SERVICE LEAVE.....	23
23	PARENTAL LEAVE	24
24	DOMESTIC AND FAMILY VIOLENCE LEAVE.....	25
25	TRAINING	25
26	TERMINATION OF EMPLOYMENT	26
27	WORKLOAD MANAGEMENT STRATEGIES.....	27
28	GRIEVANCE AND DISPUTE SETTLING PROCEDURE	28
	SIGNATURES.....	30

SCHEDULE 1 – CLASSIFICATIONS	31
SCHEDULE 2 – WAGES AND ALLOWANCES	40
SCHEDULE 3 - NCC.....	44

FRIENDLY SOCIETY PRIVATE HOSPITAL AND QNMU – NURSES ENTERPRISE AGREEMENT 2023-2026

1 DEFINITIONS

"**Act**" means the *Fair Work Act 2009* as amended or replaced from time to time;

"**Agreement**" means this *Friendly Society Private Hospital and QNMU – Nurses Enterprise Agreement 2023-2026*;

AHPRA means the Australian Health Practitioner Regulation Agency

"**FWC**" means the Fair Work Commission

"Casual hourly rate" is the minimum hourly rate applicable to their classification and pay point and a loading of 25% of that minimum rate.

"**Employees**", "Employee", "You", "Your" means an Employee of FSPH;

"**Employer**", "**We**", "**Us**", "**Hospital**" means Bundaberg Friendly Society Medical Institute Limited ABN 30 087 649 223 trading as Friendly Society Private Hospital;

"**FFPPOA**" means first full pay period on or after;

"**NES**" means the National Employment Standards;

"**Nominal Expiry Date**" means 30 June 2026;

"**Ordinary Hours**" means hours defined in clause 10 of this Agreement which are:

- (a) 76 hours per fortnightly Pay Period; or
- (b) 8 hours per day; or
- (c) where a 10 hour/12 hour shift has been implemented, 10 hours or 12 hours per day.;

"**Ordinary Rate**" means the rate of pay that is minimum rate payable to an Employee for Ordinary Hours worked and does not include any weekend / shift penalty rate or allowances;

"**Overtime**" means, unless otherwise specified in this Agreement, work performed outside of the Ordinary Hours as defined in clause 11;

"**Overtime Rate**" means the rate as defined in clause 11.3;

"**Pay Period**" currently means a fortnightly period between midnight Sunday and finishing 2 weeks later on midnight Sunday.

"**Roster**", "**Rostered**", "**Rostered Hours**" means the Employee's periods of ordinary duty and starting and finishing times for such periods;

"**Saturday**" means midnight Friday to midnight Saturday;

"**Show Day**" shall be the day in Bundaberg specified from time to time as being the show holiday under the *Holidays Act 1983* (Qld);

"**Sunday**" means midnight Saturday to midnight Sunday;

"**Time Off In Lieu**", "**TOIL**", "**TOIL Hours**" means time off as set out in clause 12;

"**Weekend**" means between midnight Friday and midnight Sunday;

2 TITLE, APPLICATION AND PARTIES BOUND

2.1 This Agreement is known as the *Friendly Society Private Hospital and QNMU – Nurses Enterprise Agreement 2023-2026*.

2.2 This Agreement shall apply to:

- (a) Bundaberg Friendly Society Medical Institute Limited ABN 30 087 649 223 trading as Friendly Society Private Hospital; and
- (b) Nurses employed by the Employer at the Hospital and who perform work described in the classification set out at clause 7.1; and

- (c) Australian Nursing and Midwifery Federation also known as the Queensland Nurses and Midwives Union of Employees

3 PERIOD OF OPERATION AND REPLACEMENT

- 3.1 This Agreement, and the clauses contained herein, shall operate from the date which is 7 days after the date of approval by the FWC.
- 3.2 This Agreement shall have a nominal expiry date of 30 June 2026 (the "Nominal Expiry Date").
- 3.3 FSPH and the QNMU will begin negotiations for an agreement to replace this Agreement no later than 6 months prior to the nominal expiry date of this Agreement.

4 RELATIONSHIP TO AWARD AND NES

- 4.1 This Agreement is stand alone and shall prevail over any Award.
- 4.2 The parties acknowledge that the National Employment Standards ('NES') applies to this Agreement, and that the NES shall prevail over any clauses in this Agreement that are inconsistent with the minimum standards of the NES but only to the extent of such inconsistency.

5 INDIVIDUAL FLEXIBILITY ARRANGEMENT

- 5.1 As part of a process of improvement in productivity and efficiency, discussion should take place to provide more flexible working arrangements, improvement in the quality of working life, enhancement of skills, training and job satisfaction and to encourage consultative mechanisms across the workplace.
- 5.2 The Employer and an Employee covered by this Enterprise Agreement may agree to make an individual flexibility arrangement (**IFA**) to vary the effect of terms of the Agreement if:
- (a) the IFA deals with one 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 IFA meets the genuine needs of the Employer and Employee in relation to one or more of the matters mentioned in paragraph (a); and
 - (c) the IFA is genuinely agreed to by the Employer and Employee.
- 5.3 The Employer must ensure that the terms of the IFA:
- (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.
- 5.4 The Employer must ensure that the IFA:
- (a) is in writing; and
 - (b) includes the name of the Employer and Employee; and
 - (c) is signed by the Employer and Employee and if the Employee is under 18 years of age, signed by a parent or guardian of the Employee; and
 - (d) includes details of:
 - (i) the terms of the Agreement that will be varied by the IFA; and
 - (ii) how the IFA 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 IFA.
- 5.5 The Employer must give the Employee a copy of the IFA within 14 days after it is agreed to.

5.6 The Employer or Employee may terminate the IFA:

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

5.7 Consultation

- (a) This clause applies if the Employer:
 - (i) 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 of the Employer; or
 - (ii) proposes to introduce a change to the regular roster or ordinary hours of work of Employees.
- (b) The Employer must consult with the Employees and the QNMU and any appointed representative to whom the Agreement applies about:
 - (i) a major workplace change that is likely to have a significant effect on the Employees; or
 - (ii) a change to the Employee's regular roster or ordinary hours of work.

Major Change

- (c) For a major change referred to in subclause 5.7(a)(i):
 - (i) the Employer must notify the relevant Employees and the QNMU of the decision to introduce the major change; and
 - (ii) subclauses 5.7(d) to (j) apply.
- (d) The relevant Employees may appoint a representative for the purposes of this process.
- (e) If:
 - (i) a relevant Employee appoints, or relevant Employees appoint, a representative for the purposes of consultation; and
 - (ii) the Employee or Employees advise the Employer of the identity of the representative; the Employer must recognise the representative.
- (f) As soon as practicable after making its decision, the Employer must:
 - (i) discuss with the relevant Employees and the QNMU and any appointed representative:
 1. the reasons for the proposed change and the introduction of the change;
 2. the effect the change is likely to have on the Employees; and
 3. measures the Employer is taking to avert or mitigate the adverse effect of the change on the Employees; and
 - (ii) for the purposes of the discussion — provide, in writing, to the relevant Employees and the QNMU and any appointed representative:
 1. the reasons for the proposed change and measures to avert or mitigate the adverse effects of such changes on Employees;
 2. all relevant information about the change including the nature of the change proposed;
 3. information about the expected effects of the change on the Employees; and
 4. any other matters likely to affect the Employees.
- (g) However, the Employer is not required to disclose confidential or commercially sensitive information to the relevant Employees.
- (h) The Employer must give prompt and genuine consideration to matters raised about the major change by the relevant Employees and the QNMU.

- (i) If a clause in the 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 subclauses 5.7(e)(i) and (f) are taken not to apply.
- (j) In this process, a change is likely to have a significant effect on Employees if it results in:
 - (i) the termination of the employment of Employee/s;
 - (ii) major change to the composition, operation or size of the Employer's workforce or to the skills required of Employees;
 - (iii) the elimination or diminution of job opportunities (including opportunities for promotion or tenure);
 - (iv) the alteration of hours of work;
 - (v) the need to retrain Employees;
 - (vi) the need to relocate Employees to another workplace; or
 - (vii) the restructuring of jobs.

Changes to regular roster or ordinary hours of work

- (k) For a change referred to in subclause 5.7(a)(ii):
 - (i) the Employer must notify the relevant Employees and the QNMU of the proposed change; and
 - (ii) subclauses 5.7(l) to (p) apply.
- (l) The relevant Employees may appoint a representative for the purposes of this process.
- (m) If:
 - (i) a relevant Employee appoints, or relevant Employees appoint, a representative for the purposes of consultation; and
 - (ii) the Employee or Employees advise the Employer of the identity of the representative; the Employer must recognise the representative.
- (n) As soon as practicable after proposing to introduce the change, the Employer must:
 - (i) Discuss with the relevant Employees and the QNMU the introduction of the change;
 - (ii) for the purpose of the discussion – provide to the relevant Employees and the QNMU;
 1. all relevant information about the change, including the nature of the change;
 2. information about what the Employer reasonably believes will be the effects of the change on the Employees; and
 3. information about any other matters that the Employer reasonably believes are likely to affect the Employees;
 - (iii) to invite the relevant Employees and the QNMU to give their views about the impact of the change (including any impact in relation to their family or caring responsibilities); and
 - (iv) consider any views given by the Employees and the QNMU about the impact of the change.
- (o) However, the Employer is not required to disclose confidential or commercially sensitive information to the relevant Employees.
- (p) The Employer must give prompt and genuine consideration to matters raised about the change by the relevant Employees and the QNMU.
- (q) In this process, relevant Employees means the Employees who may be affected by a change referred to in subclause 5.7(a)(ii).

5.8 Consultative structures

- (a) A Nurse Consultative Committee (NCC) will operate in accordance with its Terms of Reference (see Schedule 3 to this Agreement), comprising QNMU Workplace

Representatives, QNMU Official/s and Hospital / Employer representation to achieve the objectives of this Agreement.

- (b) The NCC will promote the development and implementation of modern work practices, which will improve the quality of work and outcomes, and the quality of working life, productivity, efficiency and job security of employees at the Hospital during the life of this Agreement.
- (c) The role of the NCC will be to:
 - (i) ensure staff are educated and informed in relation to this Agreement;
 - (ii) ensure fair, consultative and participative practices are implemented;
 - (iii) promote the development and implementation of efficient and effective work practices with specific reference to training and professional development;
 - (iv) act as a consultative mechanism for issues of workload management submitted to it; and
 - (v) provide a consultative mechanism for the Hospital, its employees and the QNMU.
- (d) A key objective of the NCC is to achieve a more cooperative workplace culture. The Hospital will provide resources and training as reasonably required to enable the NCC members to carry out their responsibilities as set out in this Agreement. Such resources and training can include, but are not limited to: payment of an employee's time to be reimbursed through the administration budget; necessary backfilling and other resources such as photocopying and telephone access; etc.
- (e) The NCC shall meet quarterly or more often as required.

6 EMPLOYMENT CATERGORIES

6.1 Employees covered by this Agreement shall be advised in writing of their employment category upon their initial appointment. The Employment categories are:

- (a) Full-time;
- (b) Part-time; and
- (c) Casual.

6.2 FULL-TIME EMPLOYEES

- (a) A Full-time Employee is an Employee who ordinarily is employed for 76 ordinary hours per fortnight or an average of 38 ordinary hours per week over a four week period.

6.3 PART-TIME EMPLOYMENT

- (a) A Part-time Employee is an Employee who:
 - (i) is employed for less than 76 hours per fortnight; and
 - (ii) receives proportionate pay and employment conditions to those of Full-time Employees; and
 - (iii) has a minimum of 16 hours of work per fortnight (however where a Part-time Employee requires less work, then this minimum may be further reduced with the agreement of both parties).
- (b) At the time of engagement and during the term of this Agreement, FSPH and the Part-time Employee will agree on, in writing, the number of contracted hours the Part-time Employee shall work. Any change to these hours must be agreed to by both parties and recorded in writing.
- (c) Part-time Employees shall be paid their Ordinary Rate prescribed for their appropriate classification, with a minimum of 2 hours' work in respect of each engagement, and a minimum of 1 hour for approved Hospital meetings, in addition to any applicable Allowance.

6.4 CASUAL EMPLOYEES

- (a) A casual employee is defined under section 15A the Fair Work Act, as updated from time to time.
- (b) Casual Employees shall be paid the minimum hourly rate prescribed for their appropriate category **PLUS** an additional Casual Loading of 25% - this is the casual hourly rate, for all

ordinary hours worked with a minimum payment of 2 hours' work in respect of each engagement, and a minimum of 1 hour for approved Hospital meetings, in addition to any applicable Allowance.

- (c) A casual employee will be paid shiftwork loadings prescribed in clause 8.5 — Shiftwork calculated on the minimum hourly rate of pay applicable to their classification and pay point (i.e. excluding the casual loading) with the casual loading of 25% then added to the penalty rate of pay.

7 WAGES AND WAGE RELATED MATTERS

7.1 CLASSIFICATIONS

Employees who are covered by the Agreement will be employed under one of the classifications contained in this clause and paid pursuant to that classification. The definitions and descriptions of these classifications are contained in Schedule 1:

- (a) Registered Nurse Level 1;
- (b) Registered Nurse Level 2;
- (c) Registered Nurse Level 3;
- (d) Nurse Practitioner;
- (e) Enrolled Nurse;
- (f) Assistant in Nursing; and
- (g) Undergraduate Student in Nursing (USIN).

7.2 WAGES AND WAGE INCREASES

- (a) The rates payable to Employees, and subsequent wage increases are set out in the table in Schedule 2.

For clarity, the wage increases that have been proposed by the Employer for the life of this Agreement are:

- (i) 5% from the first full pay period on or after 1 July 2023 (paid by Administrative Increase 10 July 2023);
- (ii) 6% from the first full pay period on or after 1 July 2024; and
- (iii) 5% from the first full pay period on or after 1 July 2025.

Experience to Count

- (b) For the purpose of determining the classification of an Employee by reference to the paypoint, an Employee shall be given credit for all previous continuous nursing service, provided that previous nursing service shall include time spent in obtaining additional nursing certificates other than the General Nursing Certificate. In calculating continuous nursing service for the purpose of this clause, Experience to Count, any period of service (other than time spent as a nursing Employee on full-pay in obtaining additional nursing certificates) prior to an absence of over 3 years from nursing duties shall not be taken into account. The onus of proof of previous experience shall be on the Employee.
- (c) Any Employee unable to provide proof of previous experience within 4 weeks of engagement, will be paid at the appropriate rate of pay for the first year of service or the year to which proof of experience is provided for the class of Employee so appointed. Wages shall continue at this rate of pay until proof of previous experience is provided to the Employer or until such time as service has been accumulated to warrant payment at a higher rate. Where proof of previous experience is not provided within 4 weeks of engagement, wages will continue to be paid at that rate of pay until such time as further proof of previous experience is provided to the Employer and only then will the higher rate become payable from the date supplied. Subject to proof of previous experience being provided within 4 weeks, the Employer will adjust previous payments back to the date of commencement.
- (d) On termination of employment each Employee shall be given a certificate signed and dated by the Chief Executive Officer, Director – Clinical Services or other person authorised by management setting out the duration of employment at that facility, capacity of employment, details of any advancement (or reversal of advancement) in grade/paypoint pursuant to clause 7.4 and 7.5 (Accelerated Advancement), and in the instance of Part-time and Casual Employees, the total hours worked.

- (e) In order to attract appropriately trained and experienced nursing Employees, the Hospital agrees to recognise all previous service of any Registered Nurse Level 1 who has been absent from the workforce for more than 3 years, but less than 8 years, subject to:
 - (i) requirements imposed by the Australian Health Practitioner Regulation Agency (AHPRA) and relevant legislation; and
 - (ii) a competency-based assessment by the Hospital as to its needs, no later than 6 months after commencing work with the Employee after such absence.

Until an Employee to whom the above applies satisfies the Hospital of their competency, the Employee shall be paid a Level 1 pay point 2. Upon satisfactory completion of assessment, the Employee will be advanced in grade and payment to the grade appropriate to the competency and the anniversary date will be reset as from that date for grade, wage and progression purposes.

INCREMENTING THROUGH PAY POINTS WITHIN A CLASSIFICATION LEVEL

- (a) Full-time Employees

A full-time employee will move to the next incremental pay point within their classification level after 12 calendar months.
- (b) Part-time or Casual Employee will move to the next incremental pay point within their classification level after working 1500 Ordinary hours or 12 calendar months whichever is the later from the time of their first appointment, enrolment or registration or of their last increment before being eligible for the next increment provided that a person who has completed 1500 hours of duty, or has received payment for 1500 hours, including annual, sick, bereavement and other paid leave, shall be deemed to have completed a full year; such next pay increment shall be operative from the next pay after the increment is earned.

7.3 PAYMENT OF WAGES AND PAY PERIOD

- (a) The pay processing day shall be fortnightly on Mondays, with wages to be deposited in Employees' accounts on Tuesday. However, on rare occasions, due to unforeseen circumstances, wages may be only available in Employee's accounts on Wednesday.
- (b) In order to improve payroll processing efficiency, the start and end days of the pay period may be subject to change during this Agreement, with adequate notice and no financial disadvantage to employees. The pay period will remain fortnightly. Before the introduction of a change to pay periods, the Employer will consult with Employees affected by the change and will consider feedback provided by Employees.
- (c) All Employees shall be paid by electronic funds transfer.
- (d) If a Public Holiday falls on the normal payroll processing day, payment of wages may be delayed.
- (e) The Pay Period shall initially be fortnightly from shifts commencing after Midnight Sunday to shifts commencing prior to midnight Sunday the following fortnight, subject to change as per Clause 7.3(b).

7.4 ACCELERATED ADVANCEMENT - REGISTERED NURSE LEVEL 1

A Registered Nurse Level 1 shall be entitled to one advancement of one grade on that person's first employment following registration with the Australian Health Practitioner Regulation Agency (AHPRA), or at any time during that person's employment as a Registered Nurse Level 1, upon one only of the following:

- (a) Attainment of an undergraduate degree that leads to registration as a Nurse; or
- (b) Registration in another branch of nursing or on another nursing register maintained by AHPRA where the Employee is working in a position in a particular practice setting which requires the additional registration; or
- (c) Successful completion of a post-registration course of at least 12 months' duration where the Employee is required to perform the duties of a position to which the course is directly relevant. Such advancement in grade shall be operative from the next pay day after official proof of successful completion of the course or registration matters in clauses 7.4(a),(b) or (c) has been produced by the Employee.
- (d) A Registered Nurse Level 1 whose current Agreement rate of pay includes the advancement provided for in this clause 7.4 shall not be entitled to further advancement under this clause.

- (e) A Registered Nurse Level 1 shall not retain an entitlement to advancement in grade pursuant to clause 7.4(b) if that Nurse is no longer working in a position for which such additional registration is a requirement.
- (f) A Registered Nurse Level 1 shall not retain an entitlement to advancement in grade pursuant to clause 7.4(c) if that Nurse is no longer working in a position for which such post-registration course is directly relevant.
- (g) The Agreement no longer includes a separate RN Level 1 Advanced Practice wages schedule. However, any employee who, prior to this Agreement commencing, was receiving the benefit of accelerated advancement will translate to the pay point under the RN Level 1 that matches their current rate of pay (which will be the RN Level 1 Champion / Advanced Practice pay point, plus 1 – that is, if the employee was classified at the RN Level 1 Champion / Advanced Practice pay point 3, they will translate under this Agreement to the RN Level 1 pay point 4). Such translation will have no impact on the timing of such nurses progression to the next pay point in the structure. Further, all time served by an employee at RN Level 1 Pay Point 8 will be recognised for the purposes of progression to the new Level 1 Pay Point 9, meaning:
 - (i) any employee who has been at the Level 1 Pay Point 8 for 12 or more months on the commencement of the Agreement, will automatically progress to the new Level 1 Pay Point 9; and
 - (ii) an employee who has served 4 months at the Level 1 Pay Point 8 on the commencement of the Agreement will progress to the new Level 1 Pay Point 9 after 8 further months of service.

7.5 ACCELERATED ADVANCEMENT - ENROLLED NURSE

- (a) Subject to Schedule 1 to this Agreement, an Enrolled Nurse shall be entitled to accelerated advancement by one paypoint:
 - (i) for possession of a post enrolment qualification accredited by an Australian statutory Nurse registering authority; or
 - (ii) on completion of a post enrolment course of at least 6 months' duration where such an Employee is required to perform duties of a position to which such training is directly relevant, provided that an Employee who has already been advanced one paypoint under Schedule 1, shall not be entitled to further advancement under clause 7.5.
- (b) An Enrolled Nurse who has advanced in accordance with clause 7.5(a) shall not be entitled to further accelerated advancement pursuant to clause 7.
- (c) An Enrolled Nurse shall not retain an entitlement to advancement in grade pursuant to clause 7.5(a) if that Nurse is no longer working in a position for which such qualification is directly relevant.

8 ALLOWANCES

8.1 QUALIFICATION ALLOWANCE—REGISTERED NURSE LEVEL 1, 2 OR 3

- (a) A Registered Nurse Level 1, 2 or 3, upon production of evidence of the attainment of a qualification recognised under this clause shall be entitled to a Qualification Allowance which is payable for Ordinary Hours worked. This allowance is payable on the following basis:
 - (i) the qualification must be relevant to the area in which the Employee is working or to the work performed by the Employee or the Hospital requires the Employee to hold a particular qualification;
 - (ii) the qualification in question is one other than a qualification for which the Employee is benefiting from 'accelerated advancement' under Clause 7.4;
 - (iii) the Employee shall only be entitled to a payment of this allowance for one qualification; that being the highest qualification earned by the Employee;
 - (iv) the allowance is payable from the first Pay Period on or after the date the Employee formally applies for the allowance (subject to approval);
 - (v) a 'qualification' is limited to clinical qualifications resulting in a:
 - (A) Graduate Certificate;
 - (B) Graduate Diploma;

- (C) Second Degree;
- (D) Masters or PhD; or
- (E) Credential of equivalent value recognised by the Hospital; this includes but is not limited to the Anti-Cancer Drug Administration Course Certificate.
- (vi) any qualification must be university-based or another credential of equivalent value, specifically approved by the Hospital;
- (vii) qualifications characterised as being of equivalent value under clause 8.1(a)(v) will be paid at the rate of the most appropriate equivalent qualifications as contained in 8.1(a)(v)(A) – (E);
- (viii) the allowance shall be paid at the rate of:

	From the FFPPOA the date of operation of the Agreement	First full pay period on or after 1 July 2025
Hospital Certificate/Grad Certificate	2.5%	3.5%
Post-Grad Diploma or Degree other than an undergraduate nursing degree	3.5%	3.5%
Master or Doctorate	4%	4.5%

8.2 X-RAY AND RADIUM ALLOWANCE

- (a) An employee whose duty requires them to use or assist in using x-ray apparatus or radium will be entitled to one of two allowances depending on the length of time the employee is required to use or assist. Refer to Schedule 2 – Wage Rates and Allowances for the length of time to use or assist and allowance amount.
- (b) To be eligible to receive the allowance, the employee must be required by the Employer to wear a lead apron (or equivalent apparel) whilst an x-ray or radium procedure is being performed by a qualified operator and the employee is not able to leave the theatre or relevant clinical area whilst the x-ray is being taken or procedure is being performed.
- (c) Subject to sub-clause 8.2(d) below, the allowance shall be \$10 per week.
- (d) From FFPPOA 1 July 2024, the allowance shall be:
 - (i) Less than 10 hours: \$10.40 per week;
 - (ii) more than 10 hours per week: \$20.80 per week.

8.3 UNIFORM ALLOWANCE

- (a) All Employees who are required by the Employer to wear the prescribed FSPH uniform (as varied from time to time and including shirts, skirts, pants, dresses, cardigans and shoes) will be paid the Uniform Allowance on the following basis:

When	Uniform allowance
On commencement of employment or when a new uniform is introduced	Full-time employee: \$440 Part time employee, more than 38 hours per fortnight: \$330 Part time employee: 38 or fewer hours per fortnight: \$220 Casual employee: \$220
Employees employed prior to 1.7.2024 - First full pay period on or after 1 July each year	\$110
Employees employed after 1.7.2024: First full pay period on or after 12 month Anniversary date	\$110

- (b) The uniform allowance will be paid upfront as a lump sum, enabling the employee to purchase the prescribed FSPH uniform contemplated by this clause.

- (c) The parties note that a new uniform was introduced by the Employer in December 2022. The Employer agrees however that employees should be entitled to the benefit of the higher allowance rate for a 'new uniform' being introduced under this Agreement. In applying the new entitlement retrospectively, the amount owing will be subject to proof of purchase by the employee (receipt / invoice – demonstrating the purchase of new uniforms) and \$170 (pro-rated for part-time / casual employees) will be deducted (giving effect to uniform allowance already paid by the Employer during 2023). For clarity, this methodology will apply to an employee who purchased the required new uniform in January 2023 or an employee who purchases the new uniforms after the commencement of this Agreement (noting that the Employer allowed a significant grace period to allow employees to acquire new uniforms). The Employer will pay the 'new uniform' allowance rate in the next pay cycle after the evidence is provided.

Example: a full-time employee provides a receipt from the online uniform shop for February 2023 demonstrating that they purchased new uniforms at a total cost of \$500. The employee will receive an additional \$270 (\$440 minus \$170 = \$270) by way of uniform allowance in the next pay cycle.

8.4 RN IN-CHARGE OF SHIFT ALLOWANCE

A Registered Nurse Level 1 designated to be in-charge of a unit/ward/area for all or part of a shift will be paid a per shift allowance in accordance with Schedule 2, unless the in-charge nurse is already being paid higher duties for performance of the in charge work.

8.5 HOSPITAL COORDINATOR – LESS THAN 3 DAYS

If the appointed Hospital Coordinator is absent and an RN Level 2 acts as the Hospital Coordinator, the RN Level 2 will be paid an allowance of \$50 per shift or part thereof. If the RN Level 2 acts up for a period of 3 or more days they will be entitled to higher duties at clause 8.8 instead of the allowance provided by this sub-clause. This allowance increases during the life of this agreement. See Schedule 2 for the applicable rate.

8.6 WEEKEND PENALTY RATES

- (a) All Ordinary Hours worked by any Employee shall be paid for at the Ordinary Rate plus the additional percentages of the Ordinary Rate set out below:
- (i) Saturday - 50%
 - (ii) Sunday -
 - 1. on commencement of the Agreement – 75%;
 - 2. from the FFPPOA 1 July 2024 – 85%;
 - 3. from the FFPPOA 1 July 2025 – 90%; and
 - from the FFPPOA 1 January 2026 – 100%.
- (b) Casual Employees will receive the Weekend Allowance on their casual hourly rate.

8.7 SHIFT ALLOWANCE

- (a) Employees will be paid a Shift Allowance depending on when they start and finish their days work.
- (b) The Shift Allowance shall be paid on Ordinary Hours on the following basis:
- (i) The Shift Allowance shall be calculated on the Employee's Ordinary Rate;
 - (ii) Where a shift commences between 12 noon and 6.00pm, or concludes after 6.00pm, an allowance of 12.5% is paid on all hours worked (afternoon shift);
 - (iii) Where a shift commences on or after 6.00pm and concludes before 7.30am the following day, an allowance per the below table is paid on all hour hours worked (night shift).

Date	Penalty rate
On commencement of the Agreement	17%
FFPPOA 1 July 2024	18%
FFPPOA 1 July 2025	19%
FFPPOA 1 January 2026	20%

- (c) Where a shift is performed on a Weekend, then only the Weekend Allowance will be paid. Employees will not receive the Shift Allowance and the Weekend Allowance together.
- (d) Casual Employees will be entitled to the applicable shift penalty rate added to the Casual Loading.

8.8 HIGHER DUTIES

Where an Employee is required to perform special duties, or to relieve another Employee on a classification with a higher rate of pay, then, provided the period of performing such duties or such relieving work is 3 days or more, they shall be paid such higher rate for the whole of such period.

8.9 ON-CALL ALLOWANCE

- (a) An On-call Allowance shall be paid on the following basis for each 24 hour period or part thereof:
 - (i) an Employee placed on-call is required to remain at their private residence or at any other mutually agreed place that will enable FSPH to readily contact them during the hours for which they have been placed on-call;

	From the date of operation of the Agreement	FFPPOA 1 July 2024
Monday to Friday – between periods of rostered duty	\$32.00	\$35.00
Saturday, Sunday, Public Holidays, or Rostered Off Duty	\$55.00	\$65.00

Where an on-call period extends across 2 days and the on-call period is 12 hours or more, both rates are payable (eg, if an Employee is on call from Friday 6pm to Saturday 6am, the employee will be paid both the Monday to Friday allowance and the Saturday, Sunday Public Holidays and Rostered Off Duty allowance).

- (b) If an Employee is on-call and is called in to work then:
 - (i) such work shall be remunerated at a rate of time and a half the Ordinary Rate for the first three hours, then double time thereafter with a minimum of 3 hours pay at the appropriate rate (except on Sunday where double time will apply for all hours or a public holiday where double time and a half will apply for all hours), in addition to the On-call Allowance in clause 8.9(a);
 - (ii) if an Employee is Rostered on to work following being called in, Overtime Rates will end at the commencement of their Shift and revert to the Ordinary Rate;
 - (iii) except in the case of unforeseen circumstances arising, the Employee shall not be required to work for the entire 3 hours if the work for which the Employee was required and any associated duty is completed within a shorter period;
 - (iv) entitlement to such remuneration shall commence from the time the Employee starts work;
 - (v) an Employee who is on-call and required to come in to work shall be provided with transport to and from their home or shall be refunded the reasonable cost of such transport. Where an Employee is required to work within 3 hours of commencing normal duty and the Employee remains at work, the Employee shall only be provided with transport from their home to the Hospital, or shall be refunded the reasonable cost of such transport;
 - (vi) an Employee on-call who usually lives out of town and who is required to remain on close call within the Hospital precincts shall be provided free of charge with board and lodging, in addition to the On-call Allowance;
 - (vii) the provisions of clause 11.5 (regarding a 10 hour break) shall not apply when an Employee has actually worked less than 2 hours on one or more call-outs; and
 - (viii) by mutual agreement on-call arrangements will allow for split call option on the following basis:
 - (A) the first call will be from 22.45 hours to 02.45 hours;
 - (B) the second call will be from 02.45 hours to 06.45 hours;
 - (C) where on-call shifts are split, the On-call Allowance will also be split.

9 SUPERANNUATION

9.1 SUPERANNUATION CONTRIBUTION

- (a) FSPH shall contribute on behalf of each eligible Employee, such superannuation contributions as required to comply with the *Superannuation Guarantee (Administration) Act 1992* as amended from time to time, to a fund nominated by the Employee or another fund as required by superannuation laws, such as a stapled fund.
- (b) An Employee may make contributions to their fund in addition to those made by FSPH under clause 9.1(a).

9.2 SALARY SACRIFICE

- (a) For the purpose of the Employee enjoying a higher contribution to the Employee's occupational superannuation fund, FSPH and an Employee may agree at the written request of the Employee that the Employee will sacrifice part of their wages due under this Agreement, provided that such sacrificed part of their wages is paid by FSPH to the credit of the Employee in an agreed complying fund.

10 HOURS OF WORK AND SHIFTS

10.1 ALL EMPLOYEES GENERALLY

- (a) Clause 10 sets out the Ordinary Hours of work for all Employees. The term "Ordinary Hours" is an important defined term used throughout this Agreement. Hours that are not Ordinary Hours may be Overtime Hours or TOIL Hours and therefore be paid or accumulated at the applicable Overtime Rate.
- (b) For all Employees, preparation for work and travel to and from work shall be in the Employee's own time (unless otherwise specified in this Agreement).

10.2 FULL-TIME EMPLOYEES

- (a) Subject to the exceptions hereinafter provided, the Ordinary Hours of work for a Full-time Employee shall be 76 hours per fortnight and not more than 8 hours per day (except where a 10 hour shift or 12 hour shift has been implemented) exclusive of a 30 minute unpaid meal break..
- (b) An accrued day off (ADO) system of work may be implemented where a full-time employee works no more than 19 days in a 4 week period of 152 hours.

10.3 PART-TIME EMPLOYEES

- (a) A Part-time Employee's Ordinary Hours shall be up to 76 hours for each fortnight and up to 8 hours per day (except where a 10 hour or 12 hour shift has been implemented) exclusive of meal breaks.

10.4 CASUAL EMPLOYEES

- (a) The Ordinary Hours of a Casual Employee shall be up to 76 hours per fortnightly Pay Period and 8 hours per day (except where a 10 or 12 hour shift is implemented) exclusive of meal breaks .

10.5 OPPORTUNITY TO WORK LONGER SHIFTS

- (a) Where a Nurse Employee requests the Hospital to arrange for that Employee to be rostered and perform 10 hour shifts, then the Hospital shall consider that request and where possible, make the necessary arrangements to facilitate the working of the 10 hour shifts.
- (b) Where the majority of Nurse Employees in a work area agree (such as the Coronary Care Unit) request the Hospital to arrange 12 hour shifts, the Hospital shall consider the request and, where possible, make the necessary arrangements to facilitate a 12 hour Roster pattern. For Employees covered by such a change, their Ordinary Hours will be up to 12 hours per shift exclusive of one 30 minute unpaid meal break.
- (c) Where 10 hour or 12 hour shifts are arranged and rostered, Employees shall be classed as working Ordinary Hours for those hours worked.
- (d) Voluntary 12 Hour Shifts

- (i) Where there is written agreement between the Employer and the employee, the employee may be rostered to work shifts of 12 ordinary hours exclusive of the meal breaks but not longer than 12.5 hours in total. To avoid doubt, an employee may request to extend a previously rostered shift of less than 12 hours to one of 12 ordinary hours on the day, however this cannot be at the initiative of the Employer.
- (ii) An employee who works a shift of twelve (12) ordinary hours is entitled to one (1) paid meal break and one (1) unpaid meal break, each of thirty (30) minutes duration. The first meal break is to occur between the third and sixth hours and the second meal break is to occur during the ninth and tenth hours from the commencement of duty. If an employee's meal break is delayed, or unable to be taken, the entitlement and process clause 16.2 will apply.
- (iii) An employee will be entitled to two (2) ten (10) minute tea breaks in the first and second half of an ordinary twelve (12) hour shift to be taken at a suitable time determined by the Employer. Upon request by an employee, the Employer may agree that the tea breaks be combined and taken as one 20 minute tea break in the first half and one 20 minute tea break in the second half of an ordinary twelve (12) hour shift.
- (iv) An employee will not perform overtime immediately before or following a twelve (12) hour shift of ordinary hours.
- (v) Each employee will be allowed either three (3) whole consecutive days off in each week, or be allowed in each fortnightly period two (2) consecutive days off in one week and four (4) consecutive days off in the other week.
- (vi) An employee may only work a maximum of three (3) of either day or night twelve (12) hour shifts in a row.
- (vii) An employee may work a maximum of four (4) twelve (12) hour shifts where those shifts are a combination of two (2) day and two (2) night shifts or one (1) day and three (3) night shifts within a roster period.
- (viii) Where an employee works a combination of eight (8) and twelve (12) hour shifts, a maximum of five (5) shifts in a row may be worked. This will include a minimum of two (2) eight (8) hour shifts.
- (ix) An employee will be provided a break of at least ten (10) hours between the termination of one shift and the commencement of another shift.
- (x) An employee may give written notice of opting out of 12 hour shift arrangements and this should be implemented by at least the next roster period.

11 OVERTIME

11.1 OVERTIME – GENERAL INTRODUCTION

- (a) FSPH and the Employees accept that typically Rosters are written to give Employees predictability in their work and to ensure that Employees are kept within their Ordinary Hours as much as possible. However, the parties accept that from time to time changes with only little notice will occur and Overtime will need to be worked. The parties accept that the nature of the business conducted by FSPH means that the working of Overtime is unavoidable and Employees are compensated accordingly.
- (b) Except in an emergency, no Employee shall work Overtime unless instructed to do so by Hospital management.
- (c) Employees may be required to work reasonable Overtime in addition to their Ordinary Hours. Overtime will be considered as being reasonable having regard to:
 - (i) any risk to Employees' health and safety that might reasonably be expected to arise if Employees worked the additional hours;
 - (ii) Employees' personal circumstances (including family responsibilities);
 - (iii) the operational requirements of the workplace, or enterprise, in relation to which Employees are required or requested to work the additional hours;
 - (iv) any notice given by Employees of the requirement or request that Employees work the additional hours;

- (v) any notice given by Employees of any intention to refuse to work the additional hours;
- (vi) whether any of the additional hours are on a Public Holiday;
- (vii) the Employee's hours of work over the 4 weeks ending immediately before Employees are required or requested to work the additional hours; and
- (viii) any other relevant matter.

11.2 FULL-TIME EMPLOYEES - OVERTIME PENALTY RATE

- (a) Where a full-time employee works in excess of their rostered Ordinary Hours, such additional hours shall be overtime and paid for at the applicable overtime penalty rate below:
 - (i) Monday to Saturday (inclusive): time and a half of the Ordinary Rate for the first 3 hours and double time thereafter; and
 - (ii) Sunday: double the Employee's Ordinary Rate;
 - (iii) public holiday: double time and a half of the Employee's Ordinary Rate.

11.3 PART-TIME AND CASUAL OVERTIME PENALTY RATE

- (a) For Part-time and Casual Employees, Overtime shall be hours worked in excess of 8 hours in a day (or 10 hours/12 hours where a 10 hour/12 hour shift has been rostered), or hours in excess of 76 hours in a fortnightly Pay Period.
- (b) Overtime for a Part-time or Casual Employee shall be paid on the following basis:
 - (i) where hours are worked over 8 hours in a day (or over 10 or 12 hours where a 10 or 12 hour shift has been rostered), Employees shall be paid time and a half of the Ordinary Rate for the first 3 hours and double time thereafter.
 - (ii) Where hours in excess of 76 hours in a fortnightly Pay Period are worked between Monday and Saturday (inclusive), the Overtime Rate shall be time and a half of the Ordinary Rate for the first 3 hours and double time thereafter.
 - (iii) Finally, for all Overtime hours worked on a Sunday, the rate shall be double the Employee's Ordinary Rate.
 - (iv) Casual Employees will receive their Casual Loading on these Overtime Rates, compounded.

11.4 OVERTIME MEAL – ALL EMPLOYEES

- (a) When required to work overtime after the usual finishing hour of work beyond one hour or, in the case of shiftworkers, when the overtime work on any shift exceeds one hour, an employee will be provided with a meal consistent with any dietary requirements. Where they are not provided with such a meal they will be paid a meal allowance of \$15.20.
- (b) Where the overtime work continues, the Employee shall be entitled to a further meal or an allowance of \$13.70 where a meal is not provided, for each extra 4 hours worked.

11.5 BREAK AFTER OVERTIME

- (a) An Employee who works so much Overtime between the termination of work on the one day and the commencement of work on the next day such that they have not had at least 10 consecutive hours off duty between those times, shall, subject to clause 11.5(b), be released after completion of such Overtime until they have had 10 consecutive hours off duty without loss of pay for their Rostered hours occurring during such absence.
- (b) If, on the instructions of FSPH, such an Employee resumes or continues work without having had 10 consecutive hours off duty they shall be paid double their Ordinary Rate until they are released from duty for such period, and such Employee shall then be entitled to be absent until they have had 10 consecutive hours off duty without loss of pay for their Rostered hours occurring during such absence.
- (c) If, on the instruction of the Employer, an employee resumes or continues to work without having had 10 consecutive hours off duty, they will be paid at the rate of 200% of the base rate applicable to their classification and pay point (or 200% of the casual hourly rate in the case of a casual employee) until released from duty for such period. The employee will then be entitled to be absent until they have had 10 consecutive hours off duty without loss of pay for rostered ordinary hours occurring during the absence.
- (d) Casual Employees shall receive their Casual Loading on the penalty rates contained in this clause 11.5.

11.6 RECALL TO WORK

- (a) The following provisions shall apply to Employees who are not on-call, but who are recalled to work:
 - (i) An Employee who is recalled to work shall be paid at the applicable overtime penalty rate, with a minimum of 3 hours. The time spent travelling to and from the Hospital shall be deemed to be time worked. However, where an Employee is recalled within 3 hours of Rostered commencement time, and the Employee remains at work, only time spent in travelling to work shall be included with actual time worked for the purpose of Overtime payment.
 - (ii) Except in the case of unforeseen circumstances arising, an Employee who is recalled to duty shall not be obliged to work for 3 hours if the work for which the Employee was recalled, (and any associated duty) is completed within a shorter period.
 - (iii) If an Employee is recalled to work the Employee shall be provided with transport to and from their home or shall be refunded the cost of such transport. However, where an Employee is recalled to work within 3 hours of commencing normal duty and the Employee remains at work, the Employee shall be provided with transport from their home to the Hospital or shall be refunded the cost of such transport.
 - (iv) The provisions of clause 11.5 shall not apply when an Employee has actually worked less than 2 hours on one or more recalls.
 - (v) A meal break of one half hour and a meal (or allowance) shall be provided if an Employee is called in more than 2 hours prior to the commencement of their Rostered shift.
 - (vi) Casual Employee WILL receive their Casual Loadings on the rates specified in this clause.

12 TIME OFF IN LIEU ('TOIL') AND ADO'S

- 12.1 This clause shall apply only to Full-time and Part-time Employees.
- 12.2 FSPH considers fatigue of Employees as a primary concern. Accordingly, FSPH has set up the TOIL system to ensure that Employees receive adequate rest.
- 12.3 Employees may elect to bank their overtime work as TOIL at the penalty rate equivalent (eg one hour of overtime at double time equates to two hours of TOIL accrued). Any Employee making such election must advise FSPH in writing, who will keep records of all such elections and the balance of an Employee's TOIL.
- 12.4 No Allowances, shift or weekend penalty or other amounts will be banked in addition to any TOIL account.
- 12.5 FSPH and Employees will, as much as possible, use TOIL hours regularly to be taken as accrued days off (i.e. the same as the former ADO system). Employees will also be able to use their TOIL hours on an irregular basis (i.e. an afternoon on occasions or a single hour on occasions), but subject always to the operational requirements of FSPH's business.
- 12.6 Employees may accumulate a maximum of 40 hours TOIL. Once the Employee's TOIL balance reaches 40 hours, FSPH may require the Employee to use up that TOIL having consideration to fatigue of an Employee.
- 12.7 When an employee proposes to access a TOIL period of more than 1 day, the employees must provide FSPH with 14 days' notice if they wish to take a leave of absence utilising their TOIL. Consideration will be given to shorter notice in exceptional cases. As with all scheduled leave, it must be at a time mutually agreed and suitable to the operation of FSPH's business.
- 12.8 If, on the termination of the employee's employment, TOIL has been banked and has not been taken by the employee, the Employer must pay the employee for the overtime at the overtime rate applicable to the overtime when worked. The Employer must also make such payment at any time where the employee requests in writing that their TOIL be cashed out / paid out.

13 THEATRE NURSING STAFF ONLY – TIME OFF IN LIEU ('TOIL')

- 13.1 In recognition of the unique nature of nursing in theatre, and the difficulty redeploying theatre nurses during times of low activity, by agreement, theatre nurses will accrue TOIL at penalty (overtime) rates.
- 13.2 TOIL balances will be used during periods of low activity and managers may direct employees to take TOIL during these periods.
- 13.3 For clarity, where there is no such agreement to accrue TOIL, the theatre nurse will be paid at the applicable overtime penalty rate for overtime worked during the fortnight.

14 ROSTERS

14.1 NOTICE AND CHANGE OF ROSTER

- (a) All Employees shall work in accordance with the fortnightly Roster set by FSPH.
- (b) The Roster shall set out the Employees' periods of duty and the starting and finishing times for such periods. The Roster shall be displayed in a place conveniently accessible to Employees at least 7 days before the commencement of each fortnightly Pay Period.
- (c) Unless the Employer otherwise agrees, employees desiring to change their Roster shall give FSPH 7 days' notice of the desired Roster change except where the Employee is ill or in an emergency).
- (d) Except in an emergency, or the employee agrees, FSPH will give the Employee 7 days' notice of a change to a Roster. However, where the change is necessary to meet unforeseen fluctuations in patient demand for services, or where another Employee is absent from duty and little or no notice was given, or in an emergency, the period of notice of a change to the Roster may be shortened.
- (e) Inclusion of a Casual Employee in any Roster shall be deemed to be notice of likely hours of employment during the Roster period and shall not be deemed to be a guarantee of employment for those hours.

14.2 DAYS FREE FROM ROSTERED WORK

- (a) Subject to unforeseen circumstances, each Employee shall be allowed at least 4 whole days free from Rostered work in each fortnightly Pay Period. An Employee's Roster may provide for any one of the following combinations of days free from Rostered work in each Pay Period fortnight:
 - (i) 2 periods comprising 2 days each; or
 - (ii) 3 consecutive days and one stand-alone day; or
 - (iii) one period of 4 consecutive days;
 - (iv) provided any one of these combinations may be amended to enable 2 single days free from Rostered work if requested in writing by the Employee.
- (b) The days free from Rostered duty to be enjoyed by Full-time Employees working shifts longer than 8 hours and/or shorter than 8 hours on any day shall be enjoyed in a period or periods no less favourable than those set out in clause 14.2 for other Full-time Employees.

14.3 REST BETWEEN PERIODS OF ROSTERED WORK

- (a) An Employee shall be allowed a break of at least 10 hours between the termination of one shift and the commencement of another.
- (b) However, a shorter break shall be permitted, and no allowance or Overtime paid, under the following circumstances:
 - (i) the break be at least 8 hours; and
 - (ii) be to satisfy staffing requirements or to permit changes of shift Rosters; and
 - (iii) FSPH gives consideration to the fatigue of the Employee and the affect any fatigue may have upon the Employee's professional competence; and
 - (iv) shall not apply in the instance of an Employee Rostered to work following a 10 hour shift.

NOTE: See also clause 11.5 for 10 hour break after Overtime.

15 EXTERNAL TRANSFER DUTY

15.1 WITH PATIENT

- (a) An Employee required to travel with a patient on external transfer duty is performing normal duties and will be paid for that work accordingly. If the work performed is Ordinary Hours or TOIL Hours then the Ordinary Rate applies. If the work performed is performed in Overtime hours then the Overtime Rate shall apply.

15.2 WITHOUT PATIENT

- (a) When travelling to commence or returning from external transfer duty without a patient during what would normally have been the Employee's Rostered Hours an Employee shall be paid at Ordinary Rates.
- (b) When travelling or returning on a day not Rostered for duty such Employee shall be paid at Ordinary Rates provided that the Employee shall be granted, in addition, a paid Time Off In Lieu day or an additional day added to the Employee's next annual leave.
- (c) However, where such duty does not exceed 3 hours, the Employee shall be paid for 3 hours at the appropriate Overtime Rate only and no Time Off In Lieu or annual leave shall be added.
- (d) All payments under clause 15.2 shall not exceed that calculated by reference to the soonest and most direct return route made available to the Employee.

16 MEAL BREAKS

16.1 Where an Employee is Rostered or required to work at least 6 hours continuously the Employee shall be entitled to an unpaid meal break of 30 minutes at an appropriate time between the fourth and sixth hour after the commencement of duty, and thereafter at intervals of no more than 6 hours. However, if the Hospital expressly directs an Employee to remain on the premises during a meal break, then that meal break will be paid at the Ordinary Rate.

16.2 Where an Employee (other than a Registered Nurse Level 3) is instructed by FSPH to perform work during a meal break or is not relieved to take their meal break, then double the Employee's Ordinary Rate will be paid on the following basis:

- (a) The Employee has, within the 6 hour period referred to in clause 16.1 above, informed their immediate supervisor or other appropriate management representative that they are unable to take a meal break; and
- (b) the Employee has received authorisation from that person to work through the meal break and/or beyond the sixth hour without a meal break; and
- (c) an Employee's inability to take a meal break must be for reasons other than to suit an Employee's own particular requirements.

16.3 However, for a Part-time Employees, their hours shall be worked continuously excluding meal breaks where the shift is 6 hours or less, unless agreed otherwise between FSPH and Employee. This will allow Part-time Employees to come to work and leave work without having to have a meal break in between. Part-time Employees will still be given paid rest pauses in accordance with this Agreement.

17 REST PAUSES

17.1 Every Employee shall be entitled to a paid rest pause of not less than 10 minutes' duration within each completed period of 4 Ordinary Hours of work at a time suitable to the work schedule of FSPH and Employee.

17.2 Notwithstanding the above, and at the discretion of FSPH, the period of 2 rest pauses may be combined to provide one 20 minute paid rest pause in the first half of the ordinary period of work to replace the two 10 minute breaks.

18 ANNUAL LEAVE

18.1 ANNUAL LEAVE GENERALLY

- (a) Annual Leave shall be cumulative and credited to the Employee progressively during the year.

- (b) Paid annual leave may be taken for a period agreed between an employee and his or her Employer. The Employer must not unreasonably refuse to agree to a request by the employee to take paid annual leave.
- (c) Employees may elect, in writing, to cash out Annual Leave (pro-rata for Part-time Employees) per year in accordance with the NES. FSPH may refuse such request.
- (d) Full-time Employees may accumulate up to 228 hours of Annual Leave (pro-rata for Part-time Employees). FSPH may give an Employees notice to take Annual Leave where they have in excess of 228 hours of leave accrued. However, any direction to take a period of annual leave must be made with at least 8 weeks' notice and pertain to the taking of a minimum period of leave of one week and ensure that a minimum of 6 weeks annual leave remains after the leave has been taken.
- (e) Casual Employees are not entitled to Annual Leave.

18.2 QUANTUM OF ANNUAL LEAVE

- (a) In addition to the entitlements in the NES, an employee is entitled to an additional week of annual leave on the same terms and conditions.
- (b) For the purposes of the additional week of annual leave provided by the NES, a shiftworker is entitled to 6 weeks of annual leave and is defined as an employee who:
 - (i) is regularly rostered over 7 days of the week; and
 - (ii) regularly works on weekends.
- (c) This means that an employee who is not a shiftworker for the purposes of this Agreement is entitled to 5 weeks of paid annual leave per year of service with the Employer and an employee who is a shiftworker for the purposes of this Agreement will be entitled to six weeks of paid annual leave for each year of service with the Employer.

18.3 ANNUAL LEAVE LOADING

For the period of annual leave in addition to their ordinary pay:

- (a) an employee, other than a shiftworker (as defined in 18.2(b)) will be paid an annual leave loading of 14% of their ordinary pay on all 5 weeks of leave as this equates to 17.5% of their ordinary pay on a maximum of 152 hours/4 weeks' annual leave per annum;
- (b) a shiftworker (as per 18.2(b)) will be paid the higher of:
 - (i) an annual leave loading of 17.5% of ordinary pay; or
 - (ii) the weekend and shift penalties the employee would have received had they not been on leave during the relevant period.

18.4 PAYMENT OF ANNUAL LEAVE ON TERMINATION

On the termination of their employment, an employee will be paid their untaken annual leave.

19 PUBLIC HOLIDAYS

19.1 Public holidays will include:

- (a) New Year's Day;
- (b) Australia Day;
- (c) Good Friday;
- (d) Easter Saturday;
- (e) Easter Monday;
- (f) Anzac Day;
- (g) The Birthday of the Sovereign;
- (h) Show Day (shall be a day in a district specified and notified);
- (i) Labour Day;
- (j) Christmas Eve (24 December between 6pm and midnight);
- (k) Christmas Day;

- (l) Boxing Day; or
 - (m) Any other day or part day declared by or under a law of Queensland to be observed generally within Queensland, or a region of Queensland, as a public holiday by people who work in Queensland or a region of Queensland, other than a day or part-day, or kind of day or part-day, that is excluded by the Regulations from counting as a public holiday.
- 19.2 The Employer and the employee may, by agreement, substitute another day for a public holiday.
- 19.3 **FULL-TIME AND PART-TIME EMPLOYEES**
- (a) **Easter Saturday, Labour Day and Christmas Day**
 - (i) Where a Full-time or Part-time Employee works these days, they will be paid double time and a half their Ordinary Rate with a minimum of 4 hours pay.
 - (ii) Where a Full-time or Part-time Employee does not work these days but was Ordinarily Rostered to work these days, they shall receive their Ordinary Rate for the hours they would have been Rostered on.
 - (iii) Otherwise, if the Employee does not work these days and is not normally rostered to work these days, then the Employee receives no benefit or wages.
 - (b) **Good Friday, Easter Monday, Anzac Day, King's Birthday, Show Holiday, Boxing Day, New Year's Day and Australia Day, or other public holidays**
 - (i) If an Employee works these days, they are paid time and a half their Ordinary Rate;
 - (ii) Where a Full-time or Part-time Employee does not work these days but was Ordinarily Rostered to work these days, they shall receive their Ordinary Rate for the hours they would have been Rostered on.
 - (iii) Otherwise, if the Employee does not work these days and is not normally rostered to work these days, then the Employee receives no benefit or wages.
- 19.4 **CASUAL EMPLOYEES**
- (a) Casual Employees shall be paid double time and a half of the casual hourly rate for all hours worked on a Public Holiday with a minimum of 4 hours' work.

20 PERSONAL / CARER'S LEAVE

20.1 CASUAL EMPLOYEES

20.2 FULL-TIME AND PART-TIME EMPLOYEES

20.3 ACCUMULATED PERSONAL / CARER'S LEAVE

20.4 UNPAID CARER'S LEAVE – FULL-TIME, PART-TIME AND CASUAL EMPLOYEES

- (a) An Employee shall be entitled to 2 days unpaid carer's leave on each occasion as a result of an incident set out in clause 20.2(c).

20.5 WORKERS' COMPENSATION

- (a) Where an Employee is in receipt of workers' compensation, the availability and accrual of annual leave, sick leave and long service leave will be in accordance with the *Workers' Compensation and Rehabilitation Act 2003* (Qld).

21 COMPASSIONATE LEAVE

- (a) Full-time and Part-time Employees may take Compassionate Leave in accordance with the Act which provides leave in the following circumstances:
 - (i) for the purpose of spending time with a person who:
 - (A) is a member of an Employee's immediate family or a member of an Employee's household; and
 - (B) has a personal illness, or injury, that poses a serious threat to his or her life; or
 - (ii) after the death of a family member of the Employee's immediate family or a member of the Employee's household;
 - (iii) where a baby in their immediate family or household is stillborn;
 - (iv) where the employee has a miscarriage; or
 - (v) where the employee's their current spouse or de factor partner has a miscarriage.
- (b) On this basis Employees are entitled to take a period of up to 2 days paid compassionate leave on each occasion mentioned in 21(a) above.
- (c) However, Employees are entitled to compassionate leave only if they provide FSPH with evidence of the illness, injury or death mentioned in 21(a) above and notice in accordance with the Act.

22 LONG SERVICE LEAVE

22.1 FULL-TIME AND PART-TIME EMPLOYEES

- (a) Full-time Employees covered by this Agreement are entitled to long service leave in accordance with the *Industrial Relations Act 2016 (Qld)* at the rate of 13 weeks per 10 years of continuous service (pro-rata for Part-time Employees), at the Ordinary Rate the Employee was on immediately prior to taking long service leave.
- (b) For any proposed leave to commence on or after 1 July 2025, the employee will only be required to have 7 years' continuous service.
- (c) Casual Employees' calculation of long service leave shall be in accordance with clause 22.2(b).

22.2 ALL EMPLOYEES

- (a) Long service leave may be taken on the following basis:
 - (i) An application for leave shall be made in writing, in a form determined by the Hospital management.
 - (ii) Timely notice of the desire for leave shall be given by the Employee. The Employee shall be given timely advice of whether or not leave is approved. In the event of any disagreement FSPH may require an Employee to take a period of long service leave by giving 3 months' notice of the request to take long service leave.
 - (iii) Leave may be taken up to the total amount of leave due as at the date of commencement of the leave, calculated by:
 - (A) determining the total period of the Employee's continuous service having regard to the provisions of this Agreement and the *Industrial Relations Act (2016)* (Qld) in respect of leave credited for service;
 - (B) determining the total long service leave entitlement appropriate to that period of continuous service;
 - (C) deducting from the total entitlement, long service leave previously taken.

- (iv) The minimum period of long service leave which may be taken at any one time shall be 1 day.
- (v) Where an Employee becomes ill and is granted sick leave in lieu of long service leave approved, the period of long service leave actually taken shall not be subject to the minimum period requirement set out in the *Industrial Relations Act 1999 (Qld)*.
- (vi) Cash equivalent on ceasing employment normally occurs at or after 10 calendar years of continuous service. However, payment will be made for lesser periods of continuous service in the following circumstances:
 - (A) Upon redundancy - 1 year
 - (B) Upon ill-health retirement - 5 years
 - (C) Upon retirement within 10 years of attaining 65 - 5 years
 - (D) Upon death - 5 years.

(Where an Employee dies, the amount which would have been payable to that Employee had that Employee retired or been dismissed on the date on which the Employee actually died shall be paid to the Employee's dependants (if any) or, if there be no dependant, to the Employee's personal representative.)

 - (E) Other circumstances in accordance with the *Industrial Relations Act 2016 (Qld)*

(b) Casual Employees

- (i) Prior to 23rd June, 1990 casuals, as a general rule, were not entitled to accrued Long Service Leave. As from 23rd June, 1990, the *Industrial Relations Act* came into force and Casual Employees were granted an entitlement to Long Service Leave. Put simply this means Casual Employee entitlements are as follows:

DATE	ENTITLEMENT
Prior to 23.6.90	No entitlement - Service does not count.
23.6.90 - 30.3.94	Service counts provided at least 32 hours are worked every 4 weeks.
From 30.3.94 onwards	Service counts provided there is no break between casual engagements of more than 3 months.

23 PARENTAL LEAVE

23.1 UNPAID PARENTAL LEAVE PURSUANT TO THE ACT

- (a) Employees are entitled to receive unpaid Parental Leave in accordance with the NES contained in the Act.

23.2 PAID PARENTAL LEAVE

- (a) Where a Full-time or Part-time employee has been employed for a continuous period of at two years prior to the commencement of a period of unpaid Parental Leave under the NES, such employee will be entitled to access on of the follow types of paid Parental Leave under the terms of this Agreement.
 - (i) Primary Carer Leave: (for an employee who is the primary carer at the time of the birth or adoption):
 1. 10 weeks in relation to a birth / adoption after the date that the Agreement has been 'made' (as defined by section 182(1) of the Act);
 2. 12 weeks in relation to a birth / adoption after 1 July 2024;
 3. 13 weeks in relation to a birth / adoption after 1 July 2025; and
 4. 14 weeks in relation to a birth / adoption after 1 January 2026.
 - (ii) Secondary Carer Leave (for an employee who is not the primary carer at the time of the birth or adoption): two weeks' paid parental leave.
 - (iii) The above paid Parental Leave may be accessed at half pay.

24 DOMESTIC AND FAMILY VIOLENCE LEAVE

24.1 In accordance with the NES, the Employer provides employees with access to 10 days paid family and domestic violence leave. It is provided on the following basis:

- (a) payment is based upon the number of ordinary hours that would have been worked on the day taken as family and domestic violence leave, or otherwise in accordance with the NES;
- (b) family and domestic violence leave is paid at the employee's full rate of pay;
- (c) the leave is available in full at the start of each 12 month period of the employee's employment;
- (d) the leave does not accumulate from year to year; and
- (e) the leave is available to full time, part-time and casual employees.

25 TRAINING

25.1 The parties to this Agreement recognise that in order to increase the efficiency and productivity of the Hospital and also the national and international competitiveness of the industries covered by this Agreement, a greater commitment to training and skill development is required. Accordingly, the parties commit themselves to:

- (a) Developing a more highly skilled and flexible workforce;
- (b) Providing Employees with career opportunities through appropriate training to acquire additional skills; and
- (c) Removing barriers to the use of skills acquired.

25.2 STAFF DEVELOPMENT AND TRAINING

- (a) The Employer may provide at least 24 hours per year paid in-service training and/or education.
- (b) Mandatory training (including e-learning)

Where possible, employees will be allocated time during their rostered work time to complete mandatory training. Where mandatory training cannot be attended to during an employee's ordinary working hours, an employee may be directed by the Employer to attend to mandatory training outside of their ordinary hours, however, such time will be paid at the applicable overtime penalty rate. Where an employee is not directed by the Employer to attend to mandatory training outside their ordinary hours, but elects to do so, such employee will be entitled to be paid at the base rate of pay for such time spent attending to mandatory training.

25.3 PROFESSIONAL DEVELOPMENT LEAVE AND ASSISTANCE

- (a) From the first full pay period on or after 1 July 2024, employees will be entitled to access 24 hours of paid professional development leave per year, cumulative over two years (ie to a maximum of 48 hours).
- (b) Professional development leave will be available to allow employees to access and attend professional development opportunities / Continuing professional development activities. The leave is paid at the base rate of pay.
- (c) Employees may be provided with financial assistance to attend professional development activities including for example payment of registration fees, flights, accommodation, and associated costs. The Employer will consider such requests and where it agrees to provide financial assistance for such activities, the payments will be made in advance wherever possible.
- (d) The Employer's approval for professional development will be based on operational business requirements. Approval for such leave will not be unreasonably withheld where it aligns with the organisation's strategic direction and future workforce planning and where it enhances the employees' capability and work performance in their current role or prepares them for a future role.

26 TERMINATION OF EMPLOYMENT

26.1 FULL-TIME AND PART-TIME EMPLOYEES

- (a) In the event of termination of employment, FSPH will, upon request, provide to the Employee a written statement specifying the period of employment and the classification or type of work performed by the Employee.
- (b) If You resign, You undertake to give Us notice in accordance with the table set out in clause 26.1(c). If You do not give the required notice You may authorise Us in writing to withhold or deduct from Your termination pay (wages only) the equivalent amount of remuneration in lieu. The additional notice based on age does not apply to an employee.
- (c) We may dismiss You strictly in accordance with the law for reasons of Serious Misconduct, operational or redundancy requirements, or failure to meet performance requirements:
 - (i) without notice (unless strictly required by law) if We have reasonable grounds to suspect that You are guilty of Serious Misconduct; or
 - (ii) for any other reason mentioned above, by giving You notice, or the equivalent amount of remuneration in lieu, in accordance with the following table:

YOUR PERIOD OF SERVICE	PERIOD OF NOTICE
Not more than 1 year	1 week
More than 1 year but not more than 3 years	2 weeks
More than 3 years but not more than 5 years	3 weeks
More than 5 years	4 weeks
If You are over 45 years old and Your period service is at least 2 years	1 extra week

26.2 CASUAL EMPLOYEES

- (a) Subject to the requirement to make the minimum payment provided for in clause 6.4(b), the employment of a Casual Employee may be terminated by giving or receiving of one hour's notice or payment thereof.

26.3 TIME OFF DURING NOTICE PERIOD

- (a) During the period of notice of termination given by FSPH, an Employee shall be allowed up to one day's time off without loss of pay for the purpose of seeking other employment. This time off shall be taken at times that are convenient to the Employee after consultation with FSPH.

26.4 REDUNDANCY

- (a) Consultation before terminations
 - (i) Where FSPH decides that it no longer wishes the job an Employee has been doing to be done by anyone, and this is not due to the ordinary and customary turnover of labour, and that decision may lead to termination of employment, FSPH shall consult the Employee directly affected.
 - (ii) The consultation shall take place as soon as it is practicable after FSPH has made a decision, and shall cover the reasons for the proposed termination, measures to avoid or minimise the terminations and/or their adverse effects on the Employees concerned.

26.5 TRANSFER TO LOWER PAID DUTIES

- (a) Where an Employee is transferred to lower paid duties for reasons set out clause 26.4 the Employee shall be entitled to the same period of notice of transfer as the Employee would have been entitled to if the Employee's employment had been terminated under clause 26.1.
- (b) FSPH may, at FSPH's option, make payment in lieu thereof of an amount equal to the difference between the former amounts FSPH would have been liable to pay and the new lower amount FSPH is liable to pay the Employee for the number of weeks of notice still owing.
- (c) The amounts must be worked out on the basis of:

- (ii) the ordinary working hours to be worked by the Employee; and
- (iii) the amounts payable to the Employee for the hours including for example, allowances, loadings and penalties; and
- (iv) any other amounts payable under the Employee's employment contract.

26.6 TIME OFF DURING NOTICE PERIOD

- (a) Where a decision has been made to terminate an Employee in the circumstances outlined in clause 26.4, the Employee shall be allowed up to one day's time off without loss of pay during each week of notice for the purpose of seeking other employment.
- (b) If the Employee has been allowed paid leave for more than one day during the notice period for the purpose of seeking other employment, the Employee shall, at the request of FSPH, be required to produce proof of attendance at an interview or the Employee shall not receive payment for the time absent. For this purpose a statutory declaration will be sufficient.

26.7 REDUNDANCY PAY

- (a) In addition to the period of notice prescribed for ordinary termination in clause 26.1, an Employee whose employment is terminated for reasons set out in clause 26.4, shall be entitled to the following amounts of redundancy pay as per the NES:

Period of Continuous Service	Redundancy Pay (weeks)
Less than 1 year	nil
1 year but not more than 2 years	4
More than 2 years but not more than 3 years	6
More than 3 years but not more than 4 years	7
More than 4 years but not more than 5 years	8
More than 5 years but not more than 6 years	10
More than 6 years but not more than 7 years	11
More than 7 years but not more than 8 years	13
More than 8 years but not more than 9 years	14
More than 9 years	16

- (b) 'Weeks' Pay' means the Ordinary Rate of pay for the Employee concerned, provided that the following amounts are excluded from the calculation of the Ordinary Rate of pay: Overtime, penalty rates, disability allowances, Shift Allowances, special rates, fares and travelling time allowances, bonuses and any other ancillary payments.

26.8 EMPLOYEES EXEMPTED

Clause 26.1 shall not apply:

- (a) where employment is terminated as a consequence of Serious Misconduct on the part of the Employee; or
- (b) to Employees engaged for a specific period of time or for a specific task or task(s); or
- (c) to Casual Employees; or
- (d) Employees employed for less than one year; or
- (e) where redundancy occurs upon transmission of business and suitable alternative employment is offered by the party to whom the business is transmitted.

27 WORKLOAD MANAGEMENT STRATEGIES

- 27.1 FSPH is committed to ensuring staffing levels are safe and appropriate for the delivery of high quality and safe patient care.
- 27.2 The practice of staffing will be based on collaboration between Nursing Administration, Ward/unit management and nursing staff will continue on a shift by shift basis.
- 27.3 Nursing staffing levels at each ward/unit shall be determined on the following principles:
 - (i) clinical assessment of patient needs;
 - (ii) occupancy of the ward/unit;

- (iii) the skill mix of registered nurses and enrolled nurses
 - (iv) the demands of the environment such as ward layout;
 - (v) statutory obligations including workplace safety and health legislation;
 - (vi) the requirements of nurse regulatory legislation, professional standards; and
 - (vii) reasonable and safe workloads.
- 27.4 The staff establishment/roster of the unit will include the requirement of managing acute admissions. The Employer will endeavour to ensure that unexpected admissions do not prohibit the delivery of optimum and safe nursing care.

Escalation of Workload Concerns

- 27.5 The parties understand that the Employer may experience:
- (i) unplanned or unexpected increases in demand;
 - (ii) changes in patient acuity; or
 - (iii) absenteeism resulting in staffing levels being less than rostered.
- These may have an impact upon workload management.
- 27.6 Should any nurse in any one ward or unit including theatres feel the workloads are unsafe or are unreasonably heavy they have a responsibility to discuss/escalate their concerns with their Nurse Unit Manager or Hospital Coordinator.
- 27.7 The Nurse Unit Manager or Hospital Coordinator as applicable to the above, will take immediate and appropriate action to address the workload concerns within reasonable timeframes either prior to the commencement of the shift and/or during the shift.
- 27.8 If appropriate action is not taken to address the workload concerns, the nurse(s) is responsible for, and encouraged to discuss/escalate to the Director of Clinical Services and the parties to the Agreement.
- 27.9 The Director of Clinical Services shall provide a response, including any proposed actions within a reasonable timeframe.
- 27.10 If the issue is perceived not to have been satisfactorily addressed, it may be referred to the Nurse Consultative Committee (NCC) by any person or party.
- 27.11 The NCC shall accept unresolved workload management issues in writing and will address those issues so far as they impact upon workloads or patient care.
- 27.12 The NCC shall immediately acknowledge receipt, inform the party of the date the meeting will address the issue and shall endeavour to process issues expeditiously and to provide feedback within four weeks of receipt of the submission.
- 27.13 The confidentiality of employees who make submissions to the NCC shall be respected.
- 27.14 Employees shall be entitled to make anonymous submissions to the NCC either as individuals or as a group through their employee representatives. Such submissions shall contain sufficient particularity so that the Employer can comprehensively address and resolve the issues contained therein.
- 27.15 If the matter remains unresolved the Employee may seek to resolve the matter using the Dispute Resolution Procedure.
- 27.16 Six months prior to the expiry of this Agreement, the parties will meet to review and assess the implementation of this clause. To assist with the review, the Employer will prepare and submit a report 2 weeks prior to the meeting. The report will include an update from each unit within the hospital.


28 GRIEVANCE AND DISPUTE SETTLING PROCEDURE

- 28.1 The purpose of this dispute resolution process is to encourage both FSPH and Employees to resolve any dispute at the workplace level.
- 28.2 Unless the Act says otherwise, the matters to be dealt with in this procedure shall include all grievances or disputes between an Employee and the Hospital in respect to any industrial matter and all other matters that the parties mutually agree on and are specified herein. Such procedures shall apply to a single Employee or to any number of Employees.


- 28.3 In the event of an Employee having a grievance or dispute, the Employee shall, in the first instance, attempt to resolve the matter with the immediate supervisor, who shall respond to such request as soon as practicable under the circumstances. Where the dispute concerns alleged actions of the immediate supervisor, the Employee/s may bypass this level in the procedure.
- 28.4 If the grievance or dispute is not resolved after the process contained in clause 28.3, the Employee or the Employee's representative may refer the matter to the next higher level of management for discussion. Such discussion should, if possible, take place within 24 hours after the request by the Employee or the Employee's representative.
- 28.5 If the grievance involves allegations of unlawful discrimination by a supervisor, the Employee may commence the grievance resolution process by reporting the allegations to the next level of management beyond that of the supervisor concerned. If there is no level of management beyond that involved in the allegation, the Employee may proceed directly to the process outlined at clause 28.6.
- 28.6 If the grievance or dispute is still unresolved after the discussions mentioned in clause 28.5, the matter shall, be reported to a relevant senior management person of the Hospital. This should occur as soon as it is evident that discussion under clause 28.5 will not result in resolution of the dispute.
- 28.7 If, after the parties have genuinely attempted to achieve a settlement thereof, and the matter remains unresolved following notification to senior management of the Hospital, then notification of the existence of the dispute may be given to the FWC to mediate and conciliate the matter, in accordance with the provisions of the Act.
- 28.8 Whilst all of the above procedures are being followed, normal work shall continue, except in the case of a genuine safety issue.
- 28.9 The Employer or an employee may appoint another person, organisation or association to accompany and/represent them for the purposes of this procedure.
- 28.10 All parties to the dispute shall give due consideration to matters raised or any suggestion or recommendation made by the FWC with a view to the prompt settlement of the dispute.
- 28.11 If the FWC is unable to resolve the dispute using conciliation or mediation, the Fair Work Commission may then arbitrate the dispute.
- 28.12 Any Order or Decision of the FWC will be final and binding on all parties to the dispute.
- 28.13 Discussions at any stage of the procedure shall not be unreasonably delayed by any party, subject to acceptance that some matters may be of such complexity or importance that it may take a reasonable period of time for the appropriate response to be made.

SIGNATURES

EMPLOYER'S SIGNATURE

EXECUTED for and on behalf of)	
BUNDABERG FRIENDLY SOCIETY MEDICAL	)	Signature
INSTITUTE LIMITED ABN 30 087 649 223 t/as)	
FRIENDLY SOCIETY PRIVATE HOSPITAL	)	Michelle Thompson, Chief Executive Officer
of 19-23 Bingera Street, Bundaberg	)	Print Full name, authority to sign
in the State of Queensland in its capacity as a party to this)	
Agreement	)	5 March 2024
)	
	)	Date of Signing

QNMU'S SIGNATURE

EXECUTED by the nominated employee bargaining)	
representative on behalf of the Queensland Nurses and)	
Midwives Union of Employees (QNMU)/Australian)	
Nursing and Midwifery Federation (ANMF)	)	Signature
)	
	)	Sarah Beaman, Secretary
	)	Print Full name, authority to sign
)	
	)	106 Victoria St, West End, Qld 4101
	)	Address of Employee Representative
)	
	)	7 March 2024
	)	Date of Signing by Employee Representative

SCHEDULE 1 – CLASSIFICATIONS

"Registered Nurse" means an employee:

- (a) registered under the *Nursing Act 1992* as a Registered Nurse; and
- (b) who is subject to the regulations and/or bylaws of the Australian Health Practitioner Regulation Agency (AHPRA) and who holds a current Annual Licence Certificate."

"Registered Nurse Level 1" means a Registered Nurse appointed as such other than Registered Nurses Levels 2 or 3

"Registered Nurse Level 2" means a Registered Nurse appointed as such who has responsibilities as allocated by the employer for a stream or combination of streams of nursing practice consistent with the nursing career structure, and whose responsibilities are greater than those of a Registered Nurse Level 1.

"Registered Nurse Level 3" means a Registered Nurse appointed as such who has responsibilities as allocated by the employer for a stream or combination of streams of nursing practice consistent with the nursing career structure, and whose responsibilities are greater than those of a Registered Nurse Level 2. Examples of such streams include management, education, clinical.

"Clinical Nurse Consultant" means a Registered Nurse Level 3, appointed as such, who is responsible for the co-ordination of standards of care delivered in a specific patient/client care area, and exercising responsibility in these matters greater than that of a Registered Nurse Level 2.

"Nurse Manager" means a Registered Nurse Level 3, appointed as such who is responsible for the management of human and material resources for a specified group of clinical units, and exercising responsibility in these matters greater than that of a Registered Nurse Level 2.

"Hospital Coordinator" means a Registered Level 3, appointed as such who is responsible for the coordination of the hospital, including during the after hours (eg overnight Monday to Friday and weekend shifts).

"Clinical Nurse" means a Registered Nurse Level 2 appointed as such, who identifies, selects, implements and evaluates nursing interventions that have less predictable outcomes for a specific client population, and functions in more complex situations, providing support and direction to Registered Nurses and/or other personnel.

"Nurse Practitioner" means a Registered Nurse / Registered Midwife who is endorsed to practise as a Nurse Practitioner by the NMBA and who is required by the Employer to do so.

Indicative responsibilities:

- (a) Functioning autonomously and collaboratively in an advanced and expanded clinical role.
- (b) Use of expanded skills and knowledge in assessment planning and implementation, diagnosis and evaluation of nursing care required.
- (c) Assessment and management of recipients of healthcare services using nursing knowledge and skills which may include, but is not limited to:
 - direct referral of recipients of healthcare services to other healthcare professionals;
 - prescribing medications, and
 - ordering and interpreting results of diagnostic investigations.

Indicative level and scope of autonomy:

- (a) Clear authority for advanced scope of practice in an extended nursing role with autonomous decision making.
- (b) Works autonomously and collaboratively within the multi-disciplinary team.
- (c) Exercises professional and clinical expertise in collaboration with nursing and midwifery and multi-disciplinary stakeholders.
- (d) Advanced level decision making.
- (e) Partners with other health professionals to operationalise clinical and corporate governance requirements aligned with the defined scope of practice.

"Enrolled Nurse (EN)" means an employee who:

- (a) supports a Registered Nurse in the provision of patient care;

- (b) Appears at all times on the APHRA Register of Practitioners as an Enrolled Nurse (Division 2) and performs nursing care within the registration frameworks, context of care, education preparation and relevant legislation.
- (c) Practices under the direct or indirect supervision of a named and accessible Registered Nurse with care delegated by the Registered Nurse .
- (d) Collaborates with the Registered Nurse to plan, implement and evaluate care planning.

“Assistant in Nursing” means an employee, who is solely required to assist in the performance of nursing duties under the supervision of a Registered Nurse or an Enrolled Nurse.

Undergraduate Student in Nursing (USIN)

- (a) a USIN will be employed on a casual or fixed term basis.
- (b) The number of student nurses utilised will not exceed one student per ward, per shift and to ensure their work is consistent and supported;
- (c) During a USIN engagement, they will be allocated to a specific unit where appropriate supervision and training can occur under the governance of the unit's nurse manager.
- (d) USINs will be delegated activities and aspects of care by a Registered Nurse and must work under the direct or indirect supervision of a Registered Nurse in providing the delegated activity or assisting with the aspect of care as delegated.
- (e) USINs will not be given sole patient allocation but instead work with one or more Registered Nurses in the provision of care to a group of patients.

Classification Definitions

These classification definitions are intended as broad descriptions of each classification covered by the Agreement and within the nursing career structure.

Generic Level Statement	Responsibilities
<p>Level 1 - Registered Nurse</p> <p>The Registered Nurse is the first level Nurse who is licensed to practise nursing without supervision and who assumes accountability and responsibility for own actions and acts to rectify unsafe nursing practice and/or unprofessional conduct. It is essential that the Nurse is registered by the Australian Health Practitioner Regulation Agency (AHPRA).</p> <p>The degree of expertise will increase as the Registered Nurse advances through this level.</p> <p>The Nurse may be a beginning practitioner or a Registered Nurse returning to the field after a period of absence.</p>	<p>The Registered Nurse gives direct nursing care to a group of patients/clients in collaboration with the CN/CNC.</p> <p>These competencies are grouped as follows:</p> <p>Professional/Ethical Practice</p> <ol style="list-style-type: none"> 1. Demonstrates a satisfactory knowledge base for safe practice. 2. Functions in accordance with legislation and common law affecting nursing practice. 3. Protects the rights of individuals and groups. 4. Demonstrates accountability for nursing practice. 5. Conducts nursing practice in a way that can be ethically justified. <p>Reflective Practice</p> <ol style="list-style-type: none"> 6. Recognises own abilities and level of professional competence. 7. Acts to enhance the professional development of self and others. 8. Recognises the value of research in contributing to developments in nursing and improved standards of care. <p>Enabling</p> <ol style="list-style-type: none"> 9. Maintains a physical and psychosocial environment which promotes safety, security and optimal health. 10. Acts to enhance the dignity and integrity of individuals and groups. 11. Assists individuals or groups to make informed decisions. 12. Communicates effectively and documents relevant information. 13. Effectively manages the nursing care of individuals or groups. <p>Problem Framing and Solving</p> <ol style="list-style-type: none"> 14. Carries out a comprehensive and accurate nursing assessment of individuals and groups in a variety of settings. 15. Formulates a plan of care in consultation with individuals/groups taking into account the therapeutic regimes of other members of the health care team. 16. Implements planned care. 17. Evaluates progress of individuals or groups toward planned outcomes. <p>Teamwork</p>

<p>Level 2 - Clinical Nurse</p> <p>A Clinical Nurse means a Registered Nurse who is appointed as such.</p> <p>The Clinical Nurse role requires a broad developing knowledge in professional nursing issues and a sound specific knowledge-base in relation to a field of practice. The Clinical Nurse assumes accountability for own actions and acts to rectify unsafe nursing practice and/or unprofessional conduct.</p> <p>A Clinical Nurse is responsible for a specific client population, and is able to function in more complex situations which providing support and direction to Registered Nurses and other non-registered nursing personnel.</p> <p>The Clinical Nurse is able to demonstrate:</p> <ul style="list-style-type: none"> • advanced level clinical skills and problem solving skills • planning and co-ordination skills in the clinical management of patient care • ability to work within a collegiate/team structure • awareness of and involvement with the quality assurance process • contribution to professional practice of the unit 	<p>18. Collaborates with the health care teams.</p> <ol style="list-style-type: none"> 1. Gives direct care to a group of patients/clients. 2. May relieve Level 3 positions. 3. Acts as a role model for Registered Nurses and other non-registered personnel in the provision of holistic patient/client care. 4. Takes additional responsibility delegated from the CNC which clearly differentiates the role from that of the Registered Nurse e.g.: <ul style="list-style-type: none"> • planning and co-ordination of ward/unit education programmes and other staff development activities • orientation of new staff • preceptorship for new staff • participates in action research 5. Participates in nursing policy review and initiatives. 6. Co-operates with other Clinical Nurses in relation to development programs and initiatives. 7. Ensures a safe working environment.
<p>Level 3 - Clinical Nurse Consultant</p> <p>The Clinical Nurse Consultant means an Employee appointed as such, who is a Registered Nurse. The Clinical Nurse Consultant is a proficient practitioner who is accountable for the co-ordination of standards of care delivered in a specific patient/client care area needs.</p> <p>The Clinical Nurse Consultant collaborates with the Nurse Manager, Nurse Educator and Nurse Researcher to facilitate the provision of quality cost-effective care.</p> <p>The Clinical Nurse Consultant demonstrates:</p> <ul style="list-style-type: none"> • an advanced level of clinical skills • proficiency in the delivery of nursing care • leadership qualities <p>The Clinical Nurse Consultant fulfils the function of:</p> <ul style="list-style-type: none"> • change agent • role model • patient/client/staff educator • action researcher <p>The Clinical Nurse Consultant has the authority to co-ordinate care for one patient/client unit and assumes accountability and responsibility for own actions and acts to rectify unsafe nursing practice and/or unprofessional conduct.</p>	<ol style="list-style-type: none"> 1. Co-ordinates patient care activities for one patient care/service delivery area. 2. Gives, on a regular basis, direct care to a small number of patients with complex care. 3. Manages activities related to the provision of safe patient/client care. 4. Evaluates care and institutes mechanisms to correct deficiencies. 5. Participates in multidisciplinary reviews of patient care outcomes. 6. Monitors patient's perceptions of their care and institutes mechanisms to remedy deficiencies in care. 7. Undertakes action research to address patient/client care problems and issues. 8. Reviews pattern of care delivery and assesses appropriateness of change. 9. Participates in committees for patient/client care improvements, initiatives and policy development. 10. Assesses professional development needs of staff and co-ordinates unit education programmes. 11. Acts as an expert consultant to staff of other units, in relation to area of expertise. 12. Identifies issues requiring policy review. 13. Participates in relevant policy development.

	<ol style="list-style-type: none"> 14. Develops and implements relevant quality assurance programmes. 15. Participates in staff selection processes. 16. Participates in orientation and other staff development activities. 17. Participates in performance review mechanisms. 18. Ensures a safe working environment. 19. Participates in relevant research projects.
<p>Level 3 - Nurse Manager</p> <p>Nurse Manager means an Employee appointed as such, who is a Registered Nurse, accountable for the management of human and material resources for a specified group of clinical units.</p> <p>The Nurse Manager collaborates with Clinical Nurse Consultant, Nurse Educator and Nurse Researcher to facilitate the provision of quality, cost-effective nursing care.</p> <p>Nurse Managers must demonstrate management skills including:</p> <ul style="list-style-type: none"> • organisation and planning skills in relation to personnel and material resource management • awareness and understanding of staffing methodologies • leadership qualities information data base for area • analytical and report writing skills <p>The Nurse Manager must assume accountability and responsibility for own actions and acts to rectify unsafe nursing practice and/or unprofessional conduct.</p>	<ol style="list-style-type: none"> 1. Provides nursing management of human and material resources for a specified group of clinical units. 2. Provides financial management, budget preparation and cost control within the specified units. 3. Allocates and Rosters staff for designated units to provide an optimal level of patient/client care. 4. Co-ordinates staff leave. 5. Engages in research related to management issues and problems. 6. Develops a management information data base for area. 7. Engages in review of staffing methodology. 8. Identifies issues requiring policy review. 9. Participates in relevant policy development. 10. Develops and implements relativity quality assurance programmes. 11. Participates in staff selection processes. 12. Participates in orientation and other staff development activities. 13. Participates in performance review mechanisms. 14. Ensures a safe working environment. 15. Participates in relevant research projects.
<p>Level 3 – Hospital Coordinator</p> <p>Hospital Coordinator means an employee appointed as such, who is a Registered Nurse, accountable for the management of human and material resources of the hospital including in the after hours and who also will have a portfolio relevant to the hospital's accreditation processes.</p> <p>Hospital Coordinator must demonstrate management skills including:</p> <ul style="list-style-type: none"> • organisation and planning skills in relation to personnel and material resource management. • awareness and understanding of staffing methodologies. • leadership qualities information data base for the hospital. 	<ol style="list-style-type: none"> 1. Is responsible for the clinical and resource management of the hospital and acts as a resource for nurses, midwives, undergraduate students, and AINs employed by the Mater afterhours. 2. Demonstrates an advanced knowledge and application of clinical and professional leadership. 3. Works collaboratively with all levels of nursing and midwifery to achieve best practice outcomes for patients and families and works collegiately within a team structure. 4. Maintains the safety of patients and staff implementing safe work standards and staffing methodologies that provide an optimal level of patient care.

<ul style="list-style-type: none"> • analytical and report writing skills. <p>The Hospital Coordinator must assume accountability and responsibility for own actions and acts to rectify unsafe nursing practice and/or unprofessional conduct to ensure optimal results and clinical governance it promoted.</p>	<ol style="list-style-type: none"> 5. Plans and co-ordinates nursing and midwifery skills to achieve best clinical outcomes for patient care. 6. Able to utilise advanced problem-solving and critical thinking skills to ensure the optimal level of patient/client care is provided within the hospital.
<p>Nurse Practitioner</p> <p>Nurse Practitioner means an employee appointed as such, who is a Registered Nurse / Midwife endorsed to practice as a Nurse Practitioner by the NMBA.</p> <p>The Nurse Practitioner collaborates with Medical Specialists, Nurse Unit Manager, Nurse Education Coordinator, Nurse Researcher, Clinical Nurse / Nurse Educator to facilitate the provision of quality, specialised nursing care.</p> <p>Nurse Practitioners must demonstrate:</p> <ul style="list-style-type: none"> • Autonomous and collaborative functioning in an advanced and expanded clinical role. • Use of expanded skills and knowledge in assessment planning and implementation, diagnosis and evaluation of nursing care required. • Assessment and management of recipients of healthcare services using nursing knowledge and skills which may include, but is not limited to: <ul style="list-style-type: none"> - direct referral of recipients of healthcare services to other healthcare professionals; - prescribing medications, and - ordering and interpreting results of diagnostic investigations. 	<ol style="list-style-type: none"> 1. Clear authority for advanced scope of practice in an extended nursing role with autonomous decision making. 2. Works autonomously and collaboratively within the multi-disciplinary team. 3. Exercises professional and clinical expertise in collaboration with nursing and midwifery and multi-disciplinary stakeholders. 4. Advanced level decision making. 5. Partners with other health professionals to operationalise clinical and corporate governance requirements aligned with the defined scope of practice.

Enrolled Nurses

1. Definitions

- 1.1 **"In-service training"** means the formal and/or informal work related learning activities required by the Employer to be undertaken by an Employee through opportunities provided by the Employer, which contribute to an Employee's professional development and efficiency by:
- (a) the acquisition and updating of skills and knowledge beneficial to effective performance within a team, and/or
 - (b) reducing the degree of direct supervision required of the Employee, and/or
 - (c) enhancing the breadth and/or depth of knowledge and skills required by an Employee in a specific area and/or range of areas of nursing practice, as the case may be
- 1.2 **"Supervision"** means, subject to the regulations and/or bylaws of the Nurses Registering Authority for Queensland, the oversight, direction, instruction, guidance and/or support provided to an Employee by the Registered Nurse responsible for ensuring such an Employee is not placed in situations where required to function beyond the Employee's education and training.

Specifically:

- (a) "direct supervision" means the Employee works side by side continuously with a Registered Nurse responsible for observing and directing the Employee's activities in circumstances where, in the judgement of the Registered Nurse, such an arrangement is warranted in the interests of safe and/or effective practice;
 - (b) "indirect supervision" means such other supervision provided to an Employee assuming responsibility for functions delegated by a Registered Nurse in circumstances where, in the judgement of the Registered Nurse accountable for such delegation, direct supervisions of the Employee is not required.
- 1.3 **"Year of practical experience"** means 1500 Ordinary Hours of duty, or paid leave to the equivalent of 1500 Ordinary Hours including annual, sick, compassionate and other paid leave.
- 1.4 **"Paypoint 1"** means the Paypoint to which an Employee shall be appointed as an Enrolled Nurse, where the Employee possesses and may be required to utilise a level of nursing skill and knowledge based on:

- (a) Training and Experience
 - (i) Satisfactory completion of a Hospital based course of training in nursing of not more than 12 months duration leading to enrolment as an Enrolled Nurse; or
 - (ii) Satisfactory completion of a course of training of 12 months duration in a specified branch of nursing leading to enrolment on a register or roll maintained by a State/Territory Nurses registration board; and practical experience of up to but not more than 12 months in the provisions of nursing care and/or services, and the undertaking of in-service training, subject to its provision by the Employer, from time to time; and

(b) Skill indicators

Upon appointment it is recognised that the Employee has:

- (i) limited or no practical experience of current situations, and
 - (ii) limited discretionary judgement, not yet developed by practical experience.
 - (c) At Paypoint 1 the Employee will demonstrate some of the following in the performance of work:
 - (i) Performs basic nursing care (ADL's) effectively for assigned patients according to Registered Nurse directives and nursing care plan and/or
 - (ii) Performs basic nursing-related activities according to Registered Nurse directions and/or
 - (iii) Requires guidance from a Registered Nurse to apply nursing principles, protocols and rules to clinical problem solving related to basic nursing care and/or
 - (iv) Reports accurately, and within an appropriate time frame all changes in patient condition and/or nursing related work situation to the Registered Nurse.
- 1.5 **"Paypoint 2"** means the Paypoint to which an Employee shall be appointed or shall progress from Paypoint 1, where the Employee possesses and may be required to utilise a level of nursing skill and knowledge based on:

(a) Training and Experience

- (i) The satisfactory completion of a Hospital based course of general training in nursing or more than 12 months duration and/or 500 or more hours theory content or a course accredited at advanced certificate level leading to enrolment as an Enrolled Nurse, or
- (ii) In addition to the experience, skill and knowledge requirements specified for Paypoint 1, not more than one further year of practical experience in the provision of nursing care and/or services; and the undertaking of in-service training, subject to its provision by the Employer, from time to time; and

(b) Skill indicators

An Employee is required to demonstrate some of the following in the performance of work:

- (i) plans, assesses, implements and evaluates basic nursing care which is patient centred and has realistic outcomes under the direction of and in consultation with, a Registered Nurse and/or
- (ii) follows relevant Hospital protocols accurately and applies nursing principles and rules to solve problems of basic nursing practice in conjunction with a Registered Nurse and/or
- (iii) seeks advice to resolve competing demands made upon the Employee.

1.6 **"Paypoint 3"** means the Paypoint to which an Employee shall be appointed or progress from Paypoint 2, where the Employee possesses and may be required to utilise a level of nursing skill and knowledge based on:

(a) Training and Experience

In addition to the experience, skill and knowledge requirements specified for Paypoint 2, not more than one further year of practical experience in the provision of nursing care and/or services; and the undertaking of in-service training, subject to its provision by the Employer, from time to time; and

(b) Skill indicators

An Employee is required to demonstrate some of the following in the performance of work:

- (i) as a team member utilises accepted nursing practice standards in providing basic nursing care in conjunction with a Registered Nurse and/or
- (ii) promotes optimal outcomes by implementing appropriate basic nursing practice in stable situations in consultation with the Registered Nurse and/or
- (iii) is able to organise and prioritise workload effectively to meet basic nursing practice demands in stable situations with indirect supervision by a Registered Nurse.

1.7 **"Paypoint 4"** means the Paypoint to which an Enrolled Nurse shall be appointed or progress from Paypoint 3, where such an Employee possesses and may be required to utilise a level of nursing skill and knowledge based on:

(a) Training and Experience

In addition to the experience, skill and knowledge requirements specified for Paypoint 3, not more than one further year of practical experience in the provision of nursing care and/or services; and the undertaking of in service training, subject to its provision by the Employer, from time to time; and

(b) Skill indicators

An Employee is required to demonstrate some of the following in the performance of work:

- (i) utilises knowledge gained from previous experience to provide support to colleagues in clinical problem solving of basic nursing care with indirect supervision by a Registered Nurse and/or
- (ii) promotes optimal outcomes by implementing appropriate nursing care in less stable situations with direct supervision by a Registered Nurse and/or
- (iii) prioritises to meet competing demands using relevant experience in consultation with the Registered Nurse and/or
- (iv) contributes to the development of nursing procedures and/or basic nursing practices at a ward/unit level.

1.8 **"Paypoint 5"** means the Paypoint to which an Enrolled Nurse shall be appointed or shall progress from Paypoint 4, where such an Employee possesses and may be required to utilise a level of nursing skill and knowledge acquired on the basis of:

(a) Training and Experience

In addition to the experience, skill and knowledge requirements specified for Paypoint 4, not more than one further year of practical experience in the provision of nursing care and/or services; and the undertaking of relevant in-service training, subject to its provision by the Employer, from time to time; and

(b) **Skill Indicators**

An Employee is required to demonstrate all of the following in the performance of work:

- (i) demonstrates the ability to assist with clinical problem solving in less stable situations in conjunction with the Registered Nurse and/or
- (ii) is able to manage nursing care in less stable and/or changed situations in conjunction with the Registered Nurse and/or
- (iii) prioritises effectively and efficiently as the result of broad experience in resolving issues of competing demands of delegated basic nursing practice and/or
- (iv) assists the review and evaluation of procedures and protocols within area of responsibility by contributing relevant information to the Registered Nurse.

2. Enrolled Nurse Progression

2.1 Paypoint Determination and Progression

- (a) The Paypoint for each Enrolled Nurse is to be determined by the Employer by reference to the Enrolled Nurse's skills and knowledge compared to those set out in the Paypoint definitions in this Agreement.
- (b) Each Enrolled Nurse shall also identify their appropriate Paypoint through self-assessment of their own skills and knowledge by reference to the Paypoint definitions.
- (c) Where there is a difference in Paypoint assessment arising out of clauses 2.1(a) and (b), an Enrolled Nurse may elect to process the matter through the mechanism in clause 2.2 below.
- (d) Subject to the terms specified for each Paypoint as defined in PART 5 of this Agreement, each Employee shall progress from one Paypoint to the next on the Employee's completion of a continuous year of service as an Enrolled Nurse, having regard to the acquisition and utilisation of skills and knowledge through experience in the Employee's practice setting/s over such period:

Provided that an Employee's progression may be deferred or refused by the Employer, provided further that any such deferral or refusal is referable only to the terms specified for each Paypoint and is not unreasonably nor arbitrarily imposed by the Employer. It shall be considered unreasonable if the Employer has refused to provide in-service training and/or opportunities to work in various practice settings in the Employer's establishment.

2.2 Review

- (a) Where an Employee believes on reasonable grounds that circumstances have changed since that Employee's last progression review, that Employee may request the Employer for a paypoint review such request shall be in writing, and there shall be a review outcome within 60 days. If the review results in a recommendation for movement to the next paypoint, such movement shall be operative from the date of review request.

Recognition of training, experience and skill

All relevant training, experience and skills as an Enrolled Nurse, other than such experience pre-dating any break of three or more consecutive years, shall be counted for the purposes of:

- determining the appropriate Paypoint for appointment; and
- determining the appropriate Paypoint for progression.

SCHEDULE 2 – WAGES AND ALLOWANCES

Classification Translations – RN Level 2

On 1 July 2024, the RN Level 2 pay point 1 will be removed. This means that the RN Level 2 pay point structure will be condensed from 5 years to 4 years. This translation will result in the employees at pay point 1 and 2 being merged to create the 'new' pay point 1 (being equal to the current RN Level 2 pay point 2 rate plus 6%), and with the current 'Pay Point 3' being retitled 'Pay Point 2' and so on.

For clarity, after translating to the new pay point structure, all employees will remain eligible for pay point progression at the same time as if no translation had occurred. For example, an RN Level 2 Pay Point 3 who has 7 months' experience at the pay point on 1 July 2024 will translate to RN Level 2 Pay Point 2 (being the current RN Level 2 Pay Point 3 plus 6% wage increase) and then will progress to RN Level 2 Pay Point 3 after 5 months' experience.

On commencement	Wage rate	FFPPOA 1 July 204	Wage rate
RN Level 2, Pay point 1	\$50.0512	RN Level 2, Pay point 1	\$54.3086
RN Level 2, Pay point 2	\$51.2345	RN Level 2, Pay point 1	
RN Level 2, Pay point 3	\$52.4220	RN Level 2, Pay point 2	\$55.5673
RN Level 2, Pay point 4	\$53.6184	RN Level 2, Pay point 3	\$56.8355
RN Level 2, Pay point 5	\$54.8516	RN Level 2, Pay point 4	\$58.1427

Wage Increases – Ordinary Rates, and Allowance rates

Classification	On commencement	FFPPOA - 1.7.2024 - 6%	FFPOA - 1.7.2025 - 5%
Registered Nurses - Level 1			
Pay point 1* Re-entry grade	\$36.5692	\$38.7634	\$40.7015
Pay point 2	\$38.2929	\$40.5905	\$42.6200
Pay point 3	\$40.1083	\$42.5148	\$44.6405
Pay point 4	\$41.9236	\$44.4390	\$46.6610
Pay point 5	\$43.7411	\$46.3656	\$48.6838
Pay point 6	\$45.5642	\$48.2981	\$50.7130
Pay point 7	\$47.3876	\$50.2309	\$52.7424
Pay point 8	\$49.2068	\$52.1592	\$54.7672
Pay point 9	\$49.6308	\$53.0543	\$55.7070

Registered Nurses - Level 2			
Pay point 1	\$50.0512	\$54.3086	\$57.0240
Pay point 2	\$51.2345		
Pay point 3	\$52.4220	\$55.5673	\$58.3457
Pay point 4	\$53.6184	\$56.8355	\$59.6773
Pay point 5	\$54.8516	\$58.1427	\$61.0498
Registered Nurses - Level 3			
Pay point 1	\$61.5293	\$65.2211	\$68.4821
Pay point 2	\$64.3234	\$68.1828	\$71.5919
Pay point 3	\$65.9321	\$69.8880	\$73.3824
Pay point 4	\$67.5205	\$71.5717	\$75.1503
Nursing Practitioner			
Pay point 1	\$75.0000	\$79.5000	\$83.4750
Pay point 2	\$76.0000	\$80.5600	\$84.5880
Pay point 3	\$77.0000	\$81.6200	\$85.7010

Classification	On commencement	FFPPOA 1.7.2024 - 6%	FFPPOA 1.7.2025 - 5%
Enrolled Nurse Pay point 1	\$35.1777	\$37.2884	\$39.1528
Enrolled Nurse Pay point 2	\$35.7219	\$37.8653	\$39.7585
Enrolled Nurse Pay point 3	\$36.2809	\$38.4577	\$40.3806
Enrolled Nurse Pay point 4	\$36.8513	\$39.0624	\$41.0155
Enrolled Nurse Pay point 5	\$37.4573	\$39.7047	\$41.6900
Endorsed Enrolled Nurse Adv Practice Pay point 1	\$38.2261	\$40.5197	\$42.5456
Endorsed Enrolled Nurse Adv Practice Pay point 2	\$40.5805	\$43.0153	\$45.1661

Classification	On commencement	FFPPOA 1.7.2024 - 6%	FFPPOA 1.7.2025 - 5%
Assistant Nurse Pay point 1	\$27.8315	\$29.5014	\$30.9764

Assistant Nurse Pay point 2	\$29.3880	\$31.1513	\$32.7088
-----------------------------	-----------	-----------	-----------

Classification	On commencement	FFPPOA 1.7.2024 - 6%	FFPPOA 1.7.2025 - 5%
Undergraduate Student in Nursing (2nd year of degree)	\$29.0307	\$30.7725	\$32.3112
Undergraduate Student in Nursing (3rd year of degree and thereafter)	\$30.0130	\$31.8138	\$33.4045

Allowance	On commencement	FFPPOA - 1.7.2024 - 6%	FFPOA - 1.7.2025 - 5%
In Charge of unit / ward	\$15.56 per shift for a Level 1 RN	\$16.49 per shift for a Level 1 RN	\$17.31 per shift for a Level 1 RN
Meal Allowance			
Meal allowance (1 hr OT)	\$15.20	\$16.11	\$16.92
Second meal allowance (4 hr OT)	\$13.70	\$14.52	\$15.25
Hospital Coordinator (cl 8.5) – per shift	\$50.00	\$53.00	\$55.65
On-call Allowance & Operation – Monday to Friday	\$32	\$35	\$36.75
On-call Allowance & Operation – Sat, Sun, PH, RoD	\$55	\$65	\$68.25
Qualification Allowance – Hospital Certificate/Grad Certificate	2.5%	2.5%	3.5%
Qualification Allowance – Master or Doctorate	4%	4%	4.5%
Qualification Allowance – Post-Grad Diploma or Degree other	3.5%	3.5%	3.5%
X-ray and Radium Allowance – Less than 10 hours per week	\$10.00	\$10.40	\$10.92
X-ray and Radium Allowance – More than 10 hours per week	\$10.00	\$20.80	\$21.84

SCHEDULE 3 - NCC

Terms of Reference for Nurse Consultative Committee

1.NAME

The Committee shall be known as the NCC.

2.STRUCTURES, PROCESSES AND MECHANISMS

2.1 Membership

The NCC shall have a membership as follows:

- Management Representatives
- QNMU Representatives
- QNMU Workplace Employee Representatives

2.2 Quorum

A Quorum shall consist of at least half of each stated membership representation.

2.3 Chair

The NCC shall determine the most appropriate method of chairing the Committee having regard to the Best Practice principles of consultation and empowerment.

The Chair will act as spokesperson for the Committee and may call special meetings of the Committee if required and requested by any member of the Committee.

2.4 Sub-Committees

Sub-Committees may be formed either formally or informally to address particular aspects of the NCC team functions. All Sub-Committees must report back to the NCC team. The NCC Team may invite or approve of other persons attending meetings of the Committee or Sub-Committees. Such persons do not have any voting rights.

2.5 Frequency of Meetings

The Team shall meet for one hour every three months or more often as agreed by the Team members.

2.6 Consensus

The NCC shall operate on a consensus basis.

2.7 Preparation and Report Back

NCC members will be afforded an opportunity to attend meetings during work times with their members for the purposes of preparing for meetings and reporting back to members on issues raised in meetings. Members will be afforded at least 30 minutes to prepare for meetings and 30 minutes to report back to members on issues raised in meetings. Further time may be allowed to NCC members subject to agreement of the Committee.

2.8 Agenda

Agenda items may be submitted by any NCC member. Agenda items, together with discussion papers shall be submitted to the Chair or the Secretariat not less than five full working days prior to the meeting.

There will be a standing Agenda Item "General Business" for emergent issues.

Provision shall be made within the Agenda to review decisions made at previous meetings to see if actions agreed upon have been implemented and to review progress made.

2.9 Minutes of Meeting

The minutes shall be circulated to each member of the NCC no later than 10 working days after the meeting.

2.10 Access to Information/Confidentiality

Members of the NCC have the right to access information and documents as approved by management that are relevant to issues being considered in relation to Enterprise Bargaining. It is acknowledged that certain issues

being examined may be of a confidential and/or sensitive nature which will require members of the NCC to exercise utmost tact and discretion and ensure that the information remains confidential.

3. OBJECTIVES

3.1 The objectives of the NCC shall include but not limited to:

- (a) the implementation of agreed measures contained within the Agreement;
- (b) developing and monitoring workplace change and best practice initiatives and promoting commitment to the processes and implementation of both;
- (c) providing a forum for discussion of matters arising out of the terms of the Agreement through regular structured meetings;
- (d) ensuring the communication and education/training processes are developed, effective and monitored;
- (e) developing a workplace culture which embraces the Agreement, workplace reform, and the corporate policy for Best Practice at all times conversant with legislation covering:
 - i. workplace health and safety;
 - ii. equal employment opportunity;
 - iii. anti-discrimination; and
 - iv. training.

4. FUNCTION

4.1 The function of the NCC shall consist of but not be limited to the following:

- (a) coordinate the implementation of the approved Agreement;
- (b) coordinate consultative arrangements at the workplace level;
- (c) coordinate strategies for all workplace reform and Best Practice activities within the Hospital;
- (d) develop and monitor the implementation of issues arising out of the Agreement;
- (e) assess and monitor education, consultative and participate practices to ensure ongoing effectiveness and take action to rectify deficiencies; and
- (f) other functions as agreed by the NCC.

5. SUPPORT SERVICES TO EMPLOYEE REPRESENTATIVES

Employee Representatives, who are employees of the Employer, involved in the NCC will be entitled to the following:

- (a) Authorised time off at no loss of expected remuneration to be assessed on an individual basis. Such time to be deemed as service for all purposes. This time off may be used for the purposes of preparation for attendance, reporting back and in all situations, must be authorised by management before it is carried out by the employee;
- (b) Reasonable access to available hospital facilities such as personal computer, printer, photocopier, and designated telephone, and storage facilities for the purpose of their role in the Consultative Committee; and
- (c) Access to an available meeting room with usual facilities to enable them to discuss matters associated with the Consultative Committees established under the Agreement. No employee will be disadvantaged as a result of their involvement in the NCC established pursuant to the terms of the Agreement.

6. TRAINING

6.1 In order to fully undertake the responsibilities of the NCC, members of such Teams shall undertake the necessary training as required and authorised by management in accordance with 6.3.

6.2 The NCC should have training as a standing agenda item, to allow for the monitoring of training effectiveness and the identification of training needs which cannot be met locally.

6.3 NCC training leave

- (a) Upon application to the Employer, an employee shall be granted up to 5 paid working days leave (non-cumulative) each calendar year to attend courses and seminars in regard to issues or processes of direct relevance to the matters to be dealt with by local consultative groups involved in enterprise bargaining and implementation of the enterprise agreement
- (b) The granting of such leave shall be subject to the Employer being able to release the employee concerned from duty without unduly affecting the normal operation of the Employer's facility. Granting of such leave shall not be unreasonably withheld.
- (c) An Employer shall not be required to grant any application for such leave which would lead to a total of more than 20 days of such leave being taken in a year.

- (d) An application for leave pursuant to clause 6.3 should, when possible, be made 8 weeks prior to the date of commencement of the course. If less than 4 weeks' notice is given, leave need not be granted.
- (e) For the purposes of clause 6.3, payment is at the base rate of pay only in respect of the days on which the employee (including shift and non-shift workers) would normally have been paid.
- (f) Leave of absence granted pursuant to clause 6.3 shall count as service for all purposes.
- (g) An employee granted leave under clause 6.3 shall provide a report to the relevant local consultative committee of which the employee is a member at its next appropriate meeting as to the substance of the training program attended.

7. GRIEVANCE AND DISPUTE SETTLING

Members of the NCC will use their best endeavours to co-operate in order to avoid grievances or disputes arising, however, note that those that remain unresolved may be referred in accordance with the disputes clause.

IN THE FAIR WORK COMMISSION

FWC Matter No.:

AG2024/660

Applicant:

Bundaberg Friendly Society Medical Institute Limited t/as Friendly Society Private Hospital
Section 185 – Application for approval of a single enterprise agreement

Undertaking – section 190

I, Michelle Thompson, Chief Executive Office have the authority given to me by Bundaberg Friendly Society Medical Institute Limited t/as Friendly Society Private Hospital to provide the following undertakings with respect to *Friendly Society Private Hospital and QNMU – Nurses Enterprise Agreement 2023-2026 (Agreement)*. These undertakings are provided on the basis of the matters raised by the Fair Work Commission in the application before the Fair Work Commission.

The undertakings are as follows:

1. Clause 10.5 – voluntary 12 hour shifts: UCH undertakes employees in the classifications of Assistant Nurse and Undergraduate Student in Nursing will work a maximum of 10 ordinary hours on a Sunday – that is, such employee will be unable to agree to a voluntary 12 hour shift on a Sunday per clause 10.5 of the Agreement.



Signature

27.3.24.

Date