



DECISION

Fair Work Act 2009

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

Fresenius Medical Care Pty Ltd Trading AS Fresenius Medical Care
(AG2025/4778)

FRESENIUS MEDICAL CARE QUEENSLAND NURSING STAFF ENTERPRISE AGREEMENT 2025

Health and welfare services

COMMISSIONER DURHAM

BRISBANE, 3 MARCH 2026

Application for approval of the Fresenius Medical Care Queensland Nursing Staff Enterprise Agreement 2025

[1] An application has been made for approval of an enterprise agreement known as the Fresenius Medical Care Queensland Nursing Staff Enterprise Agreement 2025 (**the Agreement**). The Application was made pursuant to s.185 of the *Fair Work Act 2009* (**the Act**). It has been made by Fresenius Medical Care Pty Ltd Trading AS Fresenius Medical Care (**the Applicant**). The Agreement is a single enterprise agreement.

[2] The Applicant has provided written undertakings. 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] I note the undertakings were provided in relation to the following:

1. National Employment Standards (Clause 7)
2. Workplace delegates' rights term (Clause 49)

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

[5] I observe that the following provisions are likely to be inconsistent with the National Employment Standards (**NES**):

1. Definition of a household (Clause 3(vi))
2. Withholding monies at termination (Clause 44(b))

[6] Noting the undertakings provided, I am satisfied that the more beneficial entitlements of the NES in the Act will prevail where there is an inconsistency between the Agreement and the NES.

[7] On 19 February 2026, the Australian Nursing and Midwifery Federation (ANMF) filed an amended version of the signature page. I am satisfied that the amended signature page should be included and that it is appropriate to do so pursuant to s.586 of the Act.

[8] The 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.

[9] The Agreement is approved and will operate in accordance with s.54 of the Act. The nominal expiry date of the Agreement is 20 February 2029.



COMMISSIONER

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**FRESENIUS
MEDICAL CARE**

Fresenius Medical Care Queensland

Nursing Staff

Enterprise Agreement

2025

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

1. CONTENTS

1.	CONTENTS	2
2.	NAME OF THE AGREEMENT	4
3.	DEFINITIONS	4
4.	COVERAGE	6
5.	SCOPE OF THE AGREEMENT	6
6.	DATE AND PERIOD OF OPERATION	6
7.	RELATIONSHIP TO THE NES	6
8.	COPIES OF THE AGREEMENT	6
9.	WORKLOAD MANAGEMENT STRATEGIES	6
10.	DISPUTE RESOLUTION PROCEDURE	7
11.	TYPES OF EMPLOYMENT	8
12.	WAGES	10
13.	SALARY SARIFICE ARRANGEMENTS	10
14.	SUPERANNUATION	11
15.	LONG SERVICE LEAVE	11
16.	EMPLOYEE INCREMENTAL PAY POINTS	12
17.	QUALIFICATIONS ALLOWANCES	12
18.	IN CHARGE OF SHIFT	13
19.	HIGHER DUTIES	13
20.	UNIFORM AND LAUNDRY ALLOWANCE	14
21.	SPAN OF HOURS	14
22.	HOURS OF WORK – ORDINARY HOURS OF WORK	14
24.	ROSTERING ARRANGEMENTS	15
25.	REST BETWEEN PERIODS OF ROSTERED WORK	15
26.	BREAKS	16
27.	MEAL ALLOWANCE	16
28.	OVERTIME	16
29.	EMPLOYEE RIGHT TO DISCONNECT	18
30.	SATURDAY AND SUNDAY WORK	18
31.	SHIFT WORK	19
32.	TRAVELLING, TRANSPORT & FARES	19
33.	ANNUAL LEAVE	19
34.	PERSONAL / CARER'S LEAVE AND COMPASSIONATE LEAVE	21
35.	CEREMONIAL LEAVE	21
36.	COMMUNITY SERVICE LEAVE	21
37.	PUBLIC HOLIDAYS	21
38.	PARENTAL LEAVE	22
39.	TRAINING AND STAFF DEVELOPMENT	23
40.	NURSING BOARD REGISTRATION	24

41.	SECURITY	24
42.	INDIVIDUAL FLEXIBILITY ARRANGEMENTS	24
43.	CONSULTATION	25
44.	TERMINATION OF EMPLOYMENT	27
45.	REDUNDANCY	27
46.	RECOVERY OF OVERPAYMENTS	29
47.	LEAVE TO DEAL WITH FAMILY AND DOMESTIC VIOLENCE	30
48.	FLEXIBLE WORKING ARRANGEMENTS.....	32
49.	WORKPLACE DELEGATES RIGHTS	32
50.	SIGNATORIES.....	Error! Bookmark not defined.
51.	Appendix A – Wages and Allowances	36
52.	Appendix B – Classification Definitions.....	38

2. NAME OF THE AGREEMENT

This Agreement is the Fresenius Medical Care Queensland Nursing Staff Enterprise Agreement 2025.

3. DEFINITIONS

- (i) 'Agreement' means this Enterprise Agreement, being the Fresenius Medical Care Queensland Nursing Staff Enterprise Agreement 2025
- (ii) 'Base rate' means the rate of pay (hourly or weekly as applicable) set out in Appendix A as applicable to an Employee, and as adjusted, but does not include overtime, penalty rates, allowances, loadings, shift penalties, incentives, bonuses and other ancillary payments of a like nature.
- (iii) 'Board' or 'AHPRA' means the Nursing and Midwifery Board of Australia and shall also be taken to mean a reference to the Australian Health Practitioner Regulation Authority as appropriate/applicable.
- (iv) 'casual employee' means a casual employee in accordance with section 15A of the FW Act.
- (v) 'Double time' means 200% of the base rate.
- (vi) 'Double time and a half' means 250% of the base rate
- (vii) 'Employee' means an Employee of the Employer employed in a classification set out at Appendix B in this Agreement in the State of Queensland
- (viii) 'Employer' means Fresenius Medical Care Pty Ltd
- (ix) 'FFPPOA' means first full pay period on or after.
- (x) 'FW Act' means the 'Fair Work Act 2009(FW Act) as amended or replaced from time to time.
- (xi) 'FWC' Fair Work Commission.
- (xii) 'NES' means the National Employment Standards, a set of minimum conditions contained within the FW Act.
- (xiii) 'Nursing care' means the following activities performed by a Nurse:
 - (1) Assessing the nursing needs of individual patients or clients, or families or community groups;
 - (2) Developing a nursing care plan in association with patients/clients and/or their family and with other appropriate health professionals;
 - (3) Implementing nursing care plans;
 - (4) Evaluating the effectiveness of the care provided in terms of the outcomes of the
- (xiv) 'Time and a half' means 150% of the base rate
- (xv) 'Time and three-quarters' means 175% of the base rate
- (xvi) 'Registered employee organisation', means a registered employee organisation, including a union, registered in accordance with the Fair Work (Registered Organisations) Act 2009.
- (xvii) "Delegate's Organisation" means the employee organisation in accordance with the rules of which the workplace delegate was appointed or elected.

- (xviii) For the purpose of determining the year of experience for part time or casual employment a year of experience shall be 1786 hours of experience, but no earlier than twelve (12) months at the previous or existing increment.
- (xix) “Eligible Employee” for the purpose of Delegates Rights means eligible employees means members and persons eligible to be members of the registered employee organisation who are employed by the employer
 - (i) “Immediate family” is defined as:
 - (ii) a spouse of the employee; or
 - (iii) de facto partner of the employee which:
 - (1) means a person who, although not legally married to the employee, lives with the employee in a relationship as a couple on a genuine domestic basis (whether the employee and the person are of the same sex or different sexes); and
 - (2) includes a former de facto partner of the employee (including a partner of the same sex); or
 - (3) a child or an adult child (including an adopted child, a step child, a foster child or an ex-nuptial child), parent (including a foster parent and legal guardian), grandparent, grandchild or sibling of the employee or spouse or de facto partner (including a partner of the same sex) of the employee; or
 - (4) a relative of the employee who is a member of the same household, where for the purposes of this paragraph:
 - (iv) "relative" means a person related by blood, marriage or affinity;
 - (v) "affinity" means a relationship that one spouse because of marriage has to blood relatives of the other; and
 - (vi) "household" means a family group living in the same domestic dwelling.
 - (vii) “Medical certificate” means a certificate signed by a registered health practitioner.
 - (viii) “Registered Nurse” means a person registered by the Board as a Registered Nurse.
 - (ix) "Workplace Representatives" includes but is not limited to an QNMU workplace representative or delegate.

4. COVERAGE

This Agreement covers:

- (b) Fresenius Medical Care Australia Pty Ltd (Employer);
and
- (c) All Employees of the Employer in Queensland who are engaged in a classification in this Agreement (Employee/Employees)

5. SCOPE OF THE AGREEMENT

This Agreement is a comprehensive, stand-alone Agreement and provides the minimum terms and conditions of employment for the Employees. It replaces the *Fresenius Medical Care QLD Nursing Staff Enterprise Agreement 2022*.

6. DATE AND PERIOD OF OPERATION

- (a) This Agreement comes into operation seven days (7) after it is approved by the FWC and has a nominal expiry date of 3 years from the date of approval.
- (b) The Agreement will continue to operate until varied, replaced or terminated in accordance with the FW Act.
- (c) The parties to the Agreement agree that discussions will commence for a new Agreement no later than three months prior to the expiry date of this Agreement.

7. RELATIONSHIP TO THE NES

This Agreement contains terms that are also NES matters. It is not the intention of the parties to exclude the NES or any provision of the NES and it is acknowledged that such terms can only operate in the manner and to the extent prescribed by s. 55 of the Fair Work Act. For absolute clarity, where this Agreement provides an entitlement that is better for an employee than the relevant NES entitlement, the employer will apply the better Agreement provision.

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

8. COPIES OF THE AGREEMENT

A copy of this Agreement and the NES must be displayed in a conspicuous and convenient place at each site so as to be easily read by all Employees and through electronic means.

- 1) A physical copy of this Agreement and the NES will be placed in a convenient location upon approval by the FWC to ensure they are easily accessible to all Employees.
- 2) Missing copies of the Agreement or NES will be replaced if these have been removed.

Display may be via electronic means.

9. WORKLOAD MANAGEMENT STRATEGIES

- (a) The parties agree that appropriate strategies should be implemented to maintain balanced and safe workloads, identify and eliminate unnecessary tasks, and recognise the adverse effect that excessive or insufficient workloads may have on Employees.

- (b) Employees' workloads must not exceed reasonable limits and staff and management should have access to a number of avenues to ensure that as changes or new processes are adopted, workloads do not become unreasonable. Employees and management are encouraged to raise and address workload issues as soon and as efficiently as possible through line management, as follows:
- (i) an issue is raised by reporting and discussing the matter with the immediate in-charge person and by entering the matter through the electronic incident management system;
 - (ii) Once raised and reported in accordance with subclause 9(b)(i) above, the matter will be investigated and responded to as soon as reasonably practicable. Any agreed outcome will be recorded in writing; and
 - (iii) where a matter remains unresolved after the steps set out at subclauses 9(b)(i) and 9(b)(ii) above have been followed, it will be escalated to the Regional Operations Manager or delegate. The matter will be responded to within 7 days (unless agreed otherwise).
- (c) If a workload issue remains unresolved, it should then be dealt with in accordance with the Dispute Resolution Procedure in clause 10.
- (d) Clinics will aim for 1:4 chair ratio per Employee at any one time, dependent on staffing, patient acuity and the needs of the Clinic at the time. The staff to patient station ratio will not exceed a maximum of 1:5.
- (e) Fresenius Medical Care will continue to manage workloads and staff to patient ratios in consultation with the nursing staff, developing, maintaining and reviewing processes to monitor, evaluate and, where necessary, respond proactively to identify and manage prioritisation and allocation of workload for nurses.

10. DISPUTE RESOLUTION PROCEDURE

1. In the event of a dispute in relation to a matter arising under this Agreement, or the NES (except disputes about whether the Employer had reasonable business grounds under subsection 65(5) or 76(4) of the FW Act), the parties will attempt to resolve the matter at the workplace by discussions between the Employee or Employees concerned and the relevant supervisor. If such discussions do not resolve the dispute, the Dialysis Clinic Manager organises further discussions with the relevant Employee or Employees concerned.
2. A party to the dispute may appoint another person, the Union or employee association to accompany and/or represent them in relation to the dispute.
3. If a dispute in relation to a matter arising under this Agreement or the NES, is unable to be resolved at the workplace, and all agreed steps for resolving it have been taken, the dispute may be referred to the FWC for resolution by mediation and/or conciliation, recommendation, and, where the matter in dispute remains unresolved, arbitration where any decision of the FWC is binding on all parties.
4. If arbitration is necessary the FWC may exercise the procedural powers in relation to hearings, witnesses, evidence and submissions which are necessary to make the arbitration effective and the parties agree to abide by such a decision and further accept that either party has the right to appeal that decision.
5. It is a term of this agreement that while the dispute resolution procedure is being conducted, work will continue normally unless there is reasonable concern about an imminent workplace health and safety issue.

11. TYPES OF EMPLOYMENT

- (a) Employees under this Agreement will be employed in one of the following categories:
- (i) full-time;
 - (ii) part-time;
 - (iii) casual: or
 - (iv) fixed term.

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

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

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

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

(b) Full-Time Employment

- (i) A full-time Employee is a person engaged to work 38 hours per week - or an average of 38 hours per week - pursuant to clause 24 of this Agreement.

(c) Part-Time Employment

(i) General Provisions

- a. A part-time Employee is a person engaged to work less than an average of seventy-six (76) ordinary hours per fortnight, and whose hours of work are reasonably predictable.
- b. Before commencing part-time employment, Fresenius Medical Care and the Employee will agree in writing the guaranteed minimum number of hours to be worked per fortnight.
- c. The terms of the agreement may be varied by agreement and recorded in writing.
- d. The terms of this Agreement will apply on a pro rata basis to part-time Employees on the basis that the ordinary weekly hours for full-time Employees are thirty-eight (38).

(ii) Review of Part-Time Hours

- a. Twelve (12) months after their initial engagement, a part-time Nurse who is regularly working more than their contracted hours at Fresenius Medical Care's instruction may apply to have their contract reviewed to include their actual worked hours. Agreement to review and update those hours will not be unreasonably refused by Fresenius.
- b. Hours worked in any of the following circumstances will not be included in any review/adjustment:
 - 1. Where the increase in hours is a direct result of another Employee being absent on any form of leave (such as annual leave, long service leave, maternity leave, workers compensation); and/or
 - 2. Where the increase in hours is only temporary.
- c. After the first twelve (12) months of employment, a part-time Nurse may request to have their contract reviewed to include their actual working hours on each 12 month

anniversary provided they have regularly worked more than their contracted hours at Fresenius Medical Cares instruction during the preceding (12) months.

(d) **Casual Employment**

- (i) A casual Employee is a person engaged as a casual.
- (ii) A casual Employee will be paid the Base Rate per hour appropriate to the Employee's classification, plus a casual loading of 25%.
- (iii) A casual Employee will be paid a minimum of two (2) hours' pay for each engagement.
- (iv) A casual Employee will be paid shift allowances calculated on the ordinary rate of pay excluding the casual loading, with the casual loading component then added to the penalty rate of pay.
- (v) Overtime penalties rates apply to a casual employee for work in excess of 10 hours in a day or 76 hours in a fortnight and the casual loading shall be cumulative on the overtime penalty rate.
- (vi) The provisions for annual leave, paid personal/carer's leave, payment for public holidays not worked, and termination and redundancy pay do not apply to casual Employees.

(e) **Casual Conversion**

A pathway for employees to change from casual employment to full-time or part time employment is provided for in the NES.

Any dispute over the application of the NES casual conversion provisions may be dealt with in accordance with the Dispute Resolution Procedure in this Agreement.

(f) **Fixed Term employment**

- (a) A fixed term Employee is an Employee who is employed for a specified period of time, which period is known at the commencement of the contract, or for a specified task such as a project or replacement of an absent employee
- (b) Subject to (c) below, Fixed term employment will not be used to fill an ongoing position
- (c) Examples of where fixed term employment may be appropriate include, but are not limited to:
 - (i) Special Projects
 - (ii) Backfill including for extended leave (such as Parental Leave and Long Service Leave) and to support flexible working arrangements and
 - (iii) Long term absence due to illness or injury.

Notwithstanding (c), in accordance with the Act, fixed term contracts must not be used for the same role beyond two years (including renewal) or two consecutive contracts – whichever is shorter.

12. WAGES

- (a) Wage rates applicable at (i) below are set out in Appendix A of this Agreement.
- (b) The wage increases provided by this Agreement are as follows:
 - (i) 3 % increase from the first full pay period on or after (“FFPPOA”) the date this Agreement is approved by a valid majority of Nurses;
 - (ii) 2.5% increase from the FFPPOA 1 July 2026; paid on the preceding agreement rate;
 - (iii) 2.5% increase from the FFPPOA 1 July 2027, paid on the preceding agreement rate;
 - (iv) 3% increase from the FFPPOA 1 March 2028, paid on the preceding agreement rate.
- (c) The first proposed 3% pay rise will be applicable from the FFPPOA 1 July 2025 provided this Agreement is approved by a majority of employees in a ballot on or before 31 December 2025. If not, this pay rise will be applicable from the FFPPOA following the date this Agreement is approved by a majority of employees in a ballot.
- (d) Wages will be paid by electronic funds transfer into the Employee’s nominated financial account at the end of each fortnightly pay period. Electronic pay advice slips will be provided within 1 working day of the pay day. Other forms of payment may be agreed between Fresenius Medical Care and Employees.
- (e) If a normal payroll processing day falls on a public holiday, payment will be processed on the business day prior to that day.
- (f) CPI Uplift Adjustment (CUA)

In addition to wages, where the Brisbane CPI figure exceeds the relevant wage increase provided for July 2026 and July 2027, during the corresponding CUA period, a CPI Uplift Adjustment (‘CUA’) will be triggered as outlined below.

 - (a) For CUA period 1:

a CUA is triggered when the March 2026 Brisbane CPI figure exceeds the 2.5% wage increase for July 2026, with the amount of the CUA triggered will be equivalent to the percentage difference between the March 2026 Brisbane CPI figure and the 2.5% July 2026 wage increase, to a cap of 0.5%.
 - (b) For CUA period 2:

a CUA is triggered where the March 2027 Brisbane CPI figure exceeds the 2.5% wage increase for July 2027, with the amount of the CUA triggered will be equivalent to the percentage difference between the March 2027 Brisbane CPI figure and the 2.5% July 2027 wage increase, to a cap of 1%.
 - (c) For the avoidance of doubt, there is no CUA associated with any further increases.

13. SALARY SARIFICE ARRANGEMENTS

- (a) An Employee may request the Employer to pay amounts to 3rd parties on the Employee's behalf, subject to sub clause (c), and have such amounts deducted from their wages (salary sacrifice). The Employer must act in accordance with such request.
- (b) This arrangement is subject to the current legislative salary sacrifice arrangements with the Australian Taxation Office (ATO).
- (c) Only the following items may be salary sacrificed:

- Superannuation
 - A subscription to trade or professional journals
 - Novated Leases
- (d) Any salary sacrifice request made pursuant to this Clause can be terminated by the Employee providing at least 14 days' notice of termination is given.
- (e) Contributions payable by the employer in relation to the Super Guarantee will be calculated on the salary which would have been received by the employee in absence of any salary sacrifice.
- (f) Allowances, penalty rates, overtime and payment for "cashing out" of unused leave entitlements will be calculated on the employee's salary before the application of any salary sacrifice arrangements.
- (g) If the law governing superannuation and/or taxation makes the objective of this clause ineffective, unattainable, or unlawful, Fresenius Medical Care will advise the Employee concerned. The salary sacrifice contribution agreement will be terminated or amended to comply with such laws.
- (h) For abundant clarity, nothing in this Agreement extinguishes or amends any existing salary sacrifice agreement between an individual Employee and Fresenius Medical Care.

14. SUPERANNUATION

1. Superannuation legislation, including the Superannuation Guarantee (Administration) Act 1992 (Cth), the Superannuation Guarantee Charge Act 1992 (Cth), the Superannuation Industry (Supervision) Act 1993 (Cth) and the Superannuation (Resolution of Complaints) Act 1993 (Cth), deals with the superannuation rights and obligations of Employers and Employees.
2. Under superannuation legislation Employees have the opportunity to choose their own superannuation fund.
3. The Employer will calculate superannuation contributions by calendar month (the contribution period) and will remit contributions to the relevant superannuation fund within one month of the contribution period end or in accordance with the relevant fund deed or agreement
4. Where an Employee fails to nominate a fund of choice within the first month of commencement of employment, the superannuation payments for that Employee will be placed in the default fund being Colonial First State First Choice Employer Super which offers a MySuper product. If a new Nurse who is employed by Fresenius Medical Care does not nominate their own fund, Fresenius Medical Care will only make contributions into its default fund on behalf of that employee if online searches with the Australian Taxation Office fail to identify a stapled fund previously used by that Nurse.
5. The Employer will not use any amount that is salary sacrificed or packaged by an employee to count towards the employer's obligation to pay contributions under the Super Guarantee legislation.

15. LONG SERVICE LEAVE

An Employee's entitlement to long service leave will be in accordance with the *Industrial Relations Act 2016* (Qld).

16. EMPLOYEE INCREMENTAL PAY POINTS

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

- (a) A full-time Employee is entitled to move to the next increment within their level on completion of each twelve (12) months satisfactory service' with Fresenius Medical Care, until the maximum wage for that level is attained.
- (b) Incremental progression for part-time and casual Employees employed by Fresenius Medical Care before 1 November 2022 will occur on the completion of 1200 ordinary hours. For all part-time and casual Employees who commence employment with Fresenius Medical Care on or after 1 November 2022, progression will occur on the completion of 1786 ordinary hours. In all cases, progression to the next applicable increment cannot occur earlier than twelve (12) months at the previous or existing increment provided:
 - (i) A part-time or casual Employee who believes they are due for an incremental pay point increase must provide the Clinic Manager with a certificate of employment from any other employer showing clearly their hours of work for that employer, subject to that employment being relevant to the Employee's current scope of duties with Fresenius Medical Care.
 - (ii) It is the Employee's responsibility to provide the above-mentioned certificate on time. If an Employee does not provide the certificate on time but produces it more than 6 months after the increase would have been due, Fresenius Medical Care will only back pay up to a maximum of 6 months.

17. QUALIFICATIONS ALLOWANCES

(a) Registered Nurses – Qualifications Allowances

- (i) An Employee may be eligible to receive the following qualifications allowance on their ordinary base earnings, subject to the requirements of this clause. Please note these qualifications do not cover basic Registered Nurse qualifications.
 - (1) an allowance equivalent to three percent (3%) calculated on the appropriate hourly rate of the Registered Nurse for the hospital certificates, graduate certificates (University based or equivalent) or Diplomas issued by a University or College of Advanced Education prior to the implementation of Graduate Certificates or Graduate Diplomas in relevant nursing practice areas;
 - (2) an allowance equivalent to three and a half percent (3.5%) calculated on the appropriate hourly rate of the Registered Nurse for Graduate Diploma/double degree (University based or equivalent);
 - (3) an allowance equivalent to four and a half percent (4.5%) calculated on the appropriate hourly rate of the Registered Nurse for a Masters degree.
- (ii) The qualification allowance is available for Registered Nurses in Levels 1, 2 and 3.
- (iii) The qualification allowance is only payable to the Employee while they undertake responsibilities that are directly relevant to the prescribed qualification.
- (iv) The qualification allowance is payable to part-time Employees on a pro rata basis, based on hours worked.
- (v) The qualification allowances is payable during all periods of leave, except personal leave after 21 days and long service leave.

(vi) If an Employee holds 2 or more relevant qualifications, the qualification allowance is only payable in respect of 1 qualification. If the Employee holds 1 qualification of a higher level, the allowance relating to that qualification will be paid.

(b) Enrolled Nurses – Qualifications Allowances

(i) An Employee may be eligible to receive the following qualifications allowance on ordinary base earnings, subject to the requirements of this clause.

(1) an Enrolled Nurse who holds a Certificate IV qualification will be paid an allowance of two and a half percent (2.5%) calculated on the appropriate hourly rate of the Enrolled Nurse;

(2) an Enrolled Nurse who holds an Advanced Diploma of Nursing (Enrolled Nursing) will be paid an allowance of three percent (3%) calculated on the appropriate hourly rate of the Enrolled Nurse.

(ii) The allowance is only payable where the qualification is accepted by Fresenius Medical Care to be directly relevant to the competency and skill used by the Enrolled Nurse in the duties of their position.

(iii) The qualification allowance is payable to part-time Employees on a pro rata basis, based on hours worked.

(iv) The qualification allowance is payable during all periods of leave, except Personal Leave beyond twenty-one (21) days and long service leave.

(c) Employees who believe they may be eligible for payment of a qualification allowance must make an application to their appropriate Manager. If approved, the allowance will be payable from the date of application. Employees will be required to provide appropriate supporting documentation attesting to their qualifications. Eligibility will be determined by the relevant Manager. Disputes relating to the Manager's determination can be resolved via the Dispute Resolution Procedure in this Agreement.

18. IN CHARGE OF SHIFT

(a) A Registered Nurse Level 1 Employee required to be the "IC – in charge RN" on any shift for at least 5 hours will be paid an additional allowance as set out in Appendix A of this Agreement. This will include any shift where the Clinical Nurse (or higher) is absent from the clinic for 5 hours or more.

(b) An Employee will not receive this allowance when receiving Higher Duties provided for at clause 19 of this Agreement.

19. HIGHER DUTIES

A Registered Nurse who is required to relieve another Registered Nurse in a higher classification than their own will be paid at the lowest incremental level of that higher classification rate as set out in Appendix A of this Agreement, provided they perform that higher role for a period of 5 or more consecutive days. They will then be paid at the higher rate for that whole period.

Acting Dialysis Clinic Manager (DCM)

Where a Registered Nurse relieves the DCM for a period of 5 or more consecutive days, they will be paid at the rate set out in Appendix A for a Registered Nurse Level 3, at the lowest applicable incremental level, for that whole period.

20. UNIFORM AND LAUNDRY ALLOWANCE

- (a) Where Fresenius Medical Care requires Employees to wear a uniform, they will be provided with the Fresenius Medical Care uniform, which consists of a distinctive blouse/shirt with the Fresenius Medical Care logo. Fresenius Medical Care also requests Employees wear blue trousers or a blue skirt of the Employee's choice.
- (b) Upon commencement, where required, Fresenius Medical Care will provide an Employee with uniform blouses/shirts as follows (based on contracted hours);
 - (i) Full-time and part time of 0.7 FTE and above: 5 tops;
 - (ii) Part-time of 0.6 FTE and below: 3 tops; and
 - (iii) Casual: 2 tops.
- (c) Uniforms will be replaced on a "*fair wear and tear as needs*" basis.
- (d) Uniforms provided to Employees will need to be returned upon request by Fresenius Medical Care at the end of an Employee's employment.
- (e) Where uniforms are required, Employees will be paid a laundry allowance per week on a pro rata basis, based on hours worked, in accordance with Appendix A of this Agreement.

21. SPAN OF HOURS

- (a) The ordinary hours of work for a day worker will be between 6:00am and 6:00pm Monday to Friday.
- (b) A shiftworker is an Employee who is regularly rostered to work their ordinary hours of work outside the ordinary hours of work of a day worker as defined in subclause (a) above.

22. HOURS OF WORK – ORDINARY HOURS OF WORK

- (a) The ordinary hours of work for full-time Employees will be 38 hours per week, 76 hours in any 1 fortnight, or for the purpose of ADOs, - 52 hours per 4 week cycle, to be worked according to a roster as follows:
 - (i) the shift length or ordinary hours of work per day will be a maximum of 10 hours exclusive of meal breaks, except for a shift where the Employee and Fresenius Medical Care agree in writing – and in advance – for the shift to be up to a maximum of 12 ordinary hours; and
 - (ii) the hours of work on any day will be continuous except for meal breaks.
- (b) Employees may be offered shifts in addition to their rostered hours of work from time to time to meet changes in activity levels. These additional shifts will be worked and rostered by mutual agreement.
- (c) Subject to operational need and mutual agreement, an accrued day off (ADO) system of work may be implemented via an Employee working no more than 19 days in a 4 week period of 152 hours.
- (d) Where the operational need changes and an ADO system of work is no longer required, the ADO system may be removed, providing the normal consultation provisions have been followed.
- (e) From time to time, an Employee may be required to work reasonable overtime, where reasonable notice has been provided and where due consideration has been given to WHS matters and the Employee's circumstances. Employees working overtime will receive overtime rates in accordance with provisions of this Agreement.

23. ACCUMULATION AND TAKING OF ACCRUED DAYS OFF (ADOs)

- (a) Where an Employee is entitled to an ADO in accordance with clause 22(c) above, the ADO will be taken within 12 months of the date on which the first full ADO accrued.
- (b) With Fresenius Medical Care's consent, up to a maximum 5 ADOs may be accumulated in any one year.
- (c) An Employee will be paid for any accumulated ADOs, at their ordinary rate, on the termination of their employment for any reason

24. ROSTERING ARRANGEMENTS

- (a) Employees will be required to work the ordinary hours of work over a 14-day or 28 day cycle. Employees will work up to a maximum of 76 ordinary hours in the 14-day cycle, or for the purpose of ADos - 152 ordinary hours in a 28-day cycle .
- (b) Employees will be rostered off work for at least 2 days per week, or 4 days per fortnight, or 8 days in each 28-day cycle. Wherever practicable, days off will be consecutive (i.e. 2 days per occasion) unless otherwise mutually agreed.
- (c) Fresenius Medical Care will provide Employees with the 2-week roster at least 10 calendar days before the start of that roster.
- (d) Subject to the following exception, 7 days' notice will be given by Fresenius Medical Care of a change to the roster. However, a roster may be changed by Fresenius Medical Care at any time to enable the Clinic's functions to be carried out where an Employee is absent from work due to illness or in an emergency. Where a change requires an Employee to work on a day which would otherwise have been their day off, the day off will instead be as mutually agreed.
- (e) Unless Fresenius Medical Care agrees otherwise, an Employee wanting to change their roster will give 7 days' notice except if they're ill or in an emergency.
- (f) The required notice period for the cancellation by Fresenius Medical Care of any agreed un-rostered shift – or a rostered shift for a casual Employee - will be 12 hours before the start of that shift.
- (g) If an agreed shift is cancelled by Fresenius Medical Care without the required notice period being given, the Employee will be entitled to 4 hours' payment.
- (h) If there is a breakdown of machinery or equipment - or a stoppage of work for any reason beyond Fresenius Medical Care's reasonable control - an affected Employee will be entitled to 2 hours' payment.
- (i) Fresenius Medical Care will consult with Employees regarding the composition of the roster and, where possible, will adjust the roster to accommodate the requirements of the Employees and operational requirements.

25. REST BETWEEN PERIODS OF ROSTERED WORK

- (a) An Employee will be allowed a break of not less than 10 hours between the end of work on one day or shift and the start of another.
- (b) The 10 hour break may be reduced to a break of not less than 8 hours if this is:
 - (i) to permit changes of shift rosters; or
 - (ii) mutually agreed between Fresenius Medical Care and the Employee, subject to WHS considerations.

26. BREAKS

(a) Meal Breaks

- (i) Subject to subclauses 26(a)(ii) and (iii) below, an Employee who works more than 5 hours will be entitled to an unpaid meal break of not less than 30 minutes and not more than 60 minutes.
- (ii) An Employee engaged to work a shift of 6 hours or less may mutually agree with Fresenius Medical Care to forgo the unpaid meal break.
- (iii) Further to subclauses 26(a)(i) and (ii) above, an Employee may ask Fresenius Medical Care to forego a meal break and finish their shift earlier in substitution of a meal break. A written request must be made on each occasion, and prior approval must be given by the relevant Manager. Fresenius Medical Care might refuse the request based on operational needs or WHS considerations, however, Fresenius Medical Care will not unreasonably refuse such a request. A copy of the request will be kept in the Employee's personnel file in HR.
- (iv) If an Employee is required to remain available during a meal break, they will be paid at their Base Rate for the duration of the meal break. This period will not count as time worked when calculating ordinary hours for the purposes of overtime or penalties.
- (v) If an Employee is required by Fresenius Medical Care to perform work (or is recalled to work) during a meal break, they will be paid overtime for all time worked until the meal break (or the balance of the meal break) is taken. Unless otherwise approved by Fresenius Medical Care, the Employee must immediately commence their meal break (or the remainder of the meal break) once they have finished the work which delayed or interrupted their break.

(b) Tea Breaks

- (i) Every Employee will be entitled to a paid 10 minute tea break during each 4 hours worked at a time agreed between the Employee and Fresenius Medical Care.
- (ii) Subject to agreement between Fresenius Medical Care and an Employee, tea breaks may instead be taken as one 20 minute tea break.
- (iii) Tea breaks will count as time worked.

27. MEAL ALLOWANCE

(a) Employees will be either:

- (i) supplied with an adequate meal where the Clinic has adequate cooking and dining facilities; or
- (ii) paid a meal allowance in accordance with Appendix A in addition to any overtime payments; when the overtime work on any shift exceeds 1 hour. If the overtime work exceeds 4 hours, a further meal allowance in accordance with Appendix A will be paid.

Subclause 27(a) above will not apply when an Employee could reasonably return home for a meal within the meal break.

28. OVERTIME

(a) Overtime Penalty Rates

- (i) Hours worked in excess of the ordinary hours on any day or shift, or in excess of 76 hours per fortnight, are to be paid as follows:
 - (1) Monday to Saturday (inclusive): time and a half for the first 2 hours and then double

time;

(2) Sunday: double time; and

(3) public holidays: double time and a half.

(ii) Overtime rates under this clause will be in substitution for - and not cumulative upon - the shift and weekend penalties in clause 29 (Saturday and Sunday Work) and clause 30 (Shift Work).

(b) Time Off Instead of Payment for Overtime

(i) By agreement between Fresenius Medical Care and an Employee, an Employee may take time off at a mutually agreed time instead of receiving payment for overtime.

(ii) The Employee may take one hour of time off for each hour of overtime plus a period of time equivalent to the overtime penalty incurred.

(iii) EXAMPLE: an employee who worked 2 overtime hours at the rate of time and a half is entitled to 3 hours' time off.

(iv) The Employer will not unreasonably reject an Employee's request to take accrued time in lieu at a time of the Employee's choice.

(v) If the Employee requests at any time to be paid for overtime but not taken as time off, the employer must pay the employee for the overtime, in the next pay period following the request, at the overtime rate applicable to the overtime when worked.

(vi) The employer will not exert undue influence or undue pressure on an employee in relation to a decision by the employee to make, or not make, an agreement to take time off instead of payment for overtime.

(vii) If, on the termination of the employee's employment, time off for overtime worked by the employee has not been taken, the employer must pay the employee for the overtime at the overtime rate applicable to the overtime when worked.

(c) Rest Period After Overtime

(i) When overtime work is necessary it will, wherever reasonably practicable, be arranged so that Employees have at least 10 consecutive hours off duty between work of successive days or shifts, including overtime.

(ii) An Employee, other than a casual Employee, who works so much overtime between the end of their ordinary work on one day and the start of their ordinary work on the next day, that they have not had at least 10 consecutive hours off duty between those times, will be released after finishing that overtime until they had had 10 consecutive hours off duty without loss of pay for ordinary working time occurring during that absence.

(iii) If, on Fresenius Medical Care's instructions, an Employee resumes or commences to work without having had 10 consecutive hours off duty, they will be paid at the rate of double time until released from duty for that period. The Employee will then be entitled to be absent until they have had ten 10 consecutive hours off duty without loss of pay for rostered ordinary hours occurring during that absence.

(d) Rest Break During Overtime

An Employee working overtime will take a paid rest break of 20 minutes after each 4 hours of overtime worked if they are required to continue working after the break.

(e) Recall to Work

(i) An Employee who is recalled to work at the Clinic, or is not required to be on-call but who

is recalled to work at the Clinic after leaving, will be paid for a minimum of 3 hours' work at the appropriate overtime rate.

- (ii) The time spent travelling to and from the place of duty will be counted as time worked.

However, where an Employee is recalled within 3 hours of their rostered commencement time and then remains at work, only the time spent in travelling to work will be included with the actual time worked for the purposes of the overtime payment.

- (iii) An Employee who is recalled to work will not be obliged to work for 3 hours if the work the Employee was recalled to perform is completed within a shorter period.
- (iv) If an Employee is recalled to work, they will be provided with transport to and from their home or will be refunded by Fresenius Medical Care for the cost of that transport.
- (v) An employee who is required to perform work by the employer via telephone or other electronic communication away from the workplace will be paid at the appropriate overtime rate for a minimum of one hour's work. Multiple electronic requests made and concluded within the same hour shall be compensated within the same one hour's overtime payment. Time worked beyond one hour will be rounded to the nearest 15 minutes.
- (vi) This is applicable to employees required to be on call and those who are not required to be on-call.

(f) On call allowance

(i) An on call allowance is paid to an employee who is required by the employer to be on call at their private residence, or at any other mutually agreed place.

(ii) The employee is entitled to receive the applicable amount set out in the allowances table of Appendix A for each 24 hour period or part thereof. For the purposes of this clause the whole of the on call period is calculated according to the day on which the major portion of the on call period falls.

(iii) The on-call period is defined as the normal operating hours of the clinic of the day of the week in question or as requested and mutually agreed.

29. EMPLOYEE RIGHT TO DISCONNECT

Unless it is unreasonable to do so, an employee may refuse to monitor, read or respond to contact, or attempted contact, from:

1. their employer outside of the employee's working hours, or
2. a third party if the contact or attempted contact relates to, their work and is outside of the employee's working hours

An employee's refusal will be unreasonable if the contact or attempted contact is required under a law of the Commonwealth, a State or a Territory.

The resolution of disputes about whether an employee's refusal is unreasonable and will be dealt with in accordance with the dispute resolution procedure of this agreement.

The Employer will not take adverse action against an employee because of the employee's right to disconnect.

30. SATURDAY AND SUNDAY WORK

- (a) When a permanent Employee is rostered to work ordinary hours between midnight Friday and

midnight Saturday, they will be paid a loading of 50% of their Base Rate for the hours worked during this period.

- (b) Work done by a casual Employee on a Saturday will be paid with a 50% loading (inclusive of casual loading).
- (c) When a permanent Employee is rostered to work ordinary hours between midnight Saturday and midnight Sunday, they will be paid a loading of 75% of their Base Rate for the hours worked during this period.
- (d) Work done by a casual Employee on a Sunday will be paid with a 75% loading
- (e) The Saturday and Sunday work penalties will be applied cumulatively to the casual loading for a casual Employee.
- (f) Saturday and Sunday work loadings will be in substitution for - and not cumulative upon - the shift penalties provided in clause 31 (Shift Work).

31. SHIFT WORK

- (a) Employees working afternoon or night shifts will be paid the following loadings in addition to their ordinary rate for the shift:
 - (i) afternoon shift: 12.5%;
 - (ii) night shift: 15%.
- (b) For the purposes of this clause, day, afternoon and night shifts are defined as follows:
 - (i) Day shift means a shift which starts at or after 6:00am and before 10:00am;
 - (ii) Afternoon shift means a shift commencing no earlier than 12:00 noon and finishing after 6:00pm on the same day; and
 - (iii) Night shift means any shift starting on or after 6:00pm and finishing before 7:30am on the following day.
- (c) In accordance with clause 0(d)(iv) of this Agreement, a casual Employee will be paid shift allowances calculated on the Base Rate excluding the casual loading, with the casual loading component then added to the penalty rate of pay.

32. TRAVELLING, TRANSPORT & FARES

- (a) An Employee required and authorised to use their own motor vehicle in the course of their duties will be paid an allowance in accordance with Appendix A.
- (b) When an Employee is involved in travelling on duty and Fresenius Medical Care cannot provide the appropriate transport, all reasonably incurred expenses in respect to fares, meals and accommodation will be met by Fresenius Medical Care. The Employee will not be entitled to reimbursement for expenses under this subclause which exceed the mode of transport, meals or the standard of accommodation agreed with Fresenius Medical Care for these purposes.

33. ANNUAL LEAVE

(a) Quantum of Annual Leave

- (i) 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.
- (ii) For the purpose of the additional week's annual leave provided by the NES, a shiftworker is defined as an Employee who:

(1) is regularly rostered over seven (7) days of the week; and

(2) regularly works on weekends.

(iii) To avoid any doubt, this means an Employee who is not a shiftworker for the purposes of this clause (a)(i) above is entitled to 5 weeks of paid annual leave for each year of service with Fresenius Medical Care, and an Employee who is a shiftworker for the purposes of this clause (a)(ii) above is entitled to 6 weeks of paid annual leave for each year of service with Fresenius Medical Care.

(b) Annual Leave Loading

(i) In addition to their Base Rate, an Employee, other than a shiftworker, will be paid an annual leave loading of 17.5% of their Base Rate on a maximum of 152 hours / 4 weeks' annual leave per year.

(ii) Shiftworkers, in addition to their ordinary pay, will be paid the higher of:

(1) an annual leave loading of 17.5% of their Base Rate; or

(2) the weekend and shift penalties they would have received had they not been on leave during the relevant period.

(c) Taking of Leave

(i) Annual leave may be taken during periods agreed between Fresenius Medical Care and an Employee. Fresenius Medical Care must not unreasonably refuse a request by an Employee to take paid annual leave.

(ii) Fresenius Medical Care may direct an Employee to take a period of annual leave if they have an "excessive leave balance". An Employee will have an "excessive leave balance" if they've accrued more than 10 weeks' annual leave (or 12 weeks if they're a shiftworker).

(iii) Any direction by Fresenius Medical Care to take annual must be given with not less than 8 weeks' notice to the Employee, provided:

(1) the Employee will first be given a reasonable opportunity to submit a plan to reduce their total annual leave accrued balance to not more than 6 weeks within a period of 6 months ("**leave reduction plan**");

(2) Fresenius Medical Care will not unreasonably reject an Employee's annual leave reduction plan which includes saving leave for an extended holiday within 12 months. Any agreement will be in writing and signed by both Fresenius Medical Care and the Employee; and

(3) the Employee cannot be directed to take annual leave where the direction would result in the Employee having a remaining balance of fewer than 6 weeks' annual leave after the directed period has been taken.

(d) Cashing Out Annual Leave

(i) Upon receipt of a written request by an Employee, Fresenius Medical Care may authorise, in a separate written agreement with the Employee, the cashing out of part of the Employee's accrued annual leave.

(ii) Paid annual leave will not be cashed out if it would result in the Employee's remaining accrued annual leave balance being less than 4 weeks.

(iii) If annual leave is cashed out, the Employee must be paid at least the full amount they

would have received had that leave been taken.

(e) Payment of Annual Leave on Termination

An Employee will be paid their untaken annual leave and pro rata leave, including leave loading, on the termination of their employment.

34. PERSONAL / CARER'S LEAVE AND COMPASSIONATE LEAVE

Personal/carer's and compassionate leave will be provided in accordance with the NES.

35. CEREMONIAL LEAVE

An Employee who is legitimately required by Aboriginal or Torres Strait Islander tradition to be absent from work for Aboriginal or Torres Strait Islander ceremonial purposes will be entitled up to 10 working days' unpaid leave in any 1 year, subject to Fresenius Medical Care's prior approval.

36. COMMUNITY SERVICE LEAVE

Community service leave will be provided in accordance with the NES.

37. PUBLIC HOLIDAYS

(a) The following are public holidays:

- (i) 1 January (New Year's Day);
- (ii) Australia Day;
- (iii) Good Friday;
- (iv) Easter Saturday;
- (v) Easter Sunday;
- (vi) Easter Monday;
- (vii) 25 April (ANZAC Day);
- (viii) Labour Day; and
- (ix) Royal Queensland Show (EKKA) Day, or the equivalent applicable gazetted show day holiday;
- (x) King's Birthday;
- (xi) 25 December (Christmas Day);
- (xii) 26 December (Boxing Day); and
- (xiii) any other day, or part-day, declared or prescribed by or under a law of the State of Queensland to be observed generally within the State of Queensland, or a region of the State of Queensland, as a public holiday, other than a day or part-day, or a kind of day or part-day, that is excluded by the *Fair Work Regulations 2009* (Cth) from counting as a public holiday.

(b) Employees (other than casual Employees) who would ordinarily be required to work on a day a public holiday falls – but who do not work on that public holiday - will be paid at their Base rate as if they had worked their normal number of hours on that day.

(c) To clarify, a part-time Employee will be regarded as "ordinarily required" to work on a particular day if they have worked on that day more than 50% of the time in that year.

(d) Fresenius Medical Care may request an Employee work on a particular public holiday. An

Employee who, without Fresenius Medical Care's consent - or without reasonable cause such as a personal/carer's leave - is absent from work on a public holiday after agreeing to work on a public holiday, will not be paid for that public holiday.

- (e) All work done by an Employee (other than a casual Employee) during their ordinary shifts on a public holiday, including a substituted day, will be paid at double time and a half (250%) of their Base Rate.
- (f) All work done by a casual Employee during their ordinary shifts on a public holiday will be paid at the rate of 250% (inclusive of the casual loading).
- (g) If a public holiday falls during an Employee's period of annual leave, their annual leave balance will be increased by 1 day for each public holiday if:
 - (i) the public holiday falls on a day the Employee would have normally been working; and
 - (ii) the Employee starts work at their ordinary starting time on the Employee's working day immediately following the last day of their annual leave, or provides proof of reasonable cause for their absence on that day.
- (h) In addition to the public holidays listed in subclause 36(a) above, Employees will also receive an extra public holiday on 31 December each year. If that day falls on a weekend, it will move to the Friday before. This subclause will apply in substitution for any additional local public holiday or half public holiday proclaimed in a local government area.
- (i) Public holiday loadings are in substitution for - and are not cumulative upon - the Saturday and Sunday work penalties in clause 30 and the shiftwork penalty rates in clause 31.

38. PARENTAL LEAVE

- (a) Unpaid parental leave will be provided in accordance with the NES. This clause contains additional provisions:
- (b) An Employee is entitled to paid parental leave if the leave is associated with:
 - (i) the birth of a child, being a child who is born to the Employee or the Employee's spouse or de facto partner; or
 - (ii) the placement of a child with the Employee for adoption.
- (c) For the purposes of this clause:
 - (i) an Employee is to include both full-time and part-time Employees.
 - (ii) paid parental leave can only be accessed by:
 - (1) an Employee who is the primary care giver of a newly born or newly adopted child (in relation to primary care giver leave); or
 - (2) an Employee who is the partner of a person who is the primary care giver of a newly born or newly adopted child at the time of the birth/adoption (in relation to partner leave).
 - (iii) An Employee must have completed 12 months' continuous service immediately prior to the commencement of a leave entitlement under this clause.
- (d) Primary care giver leave will include 12 weeks' (based on contracted hours) paid leave at the rate of pay for the classification level held by the Employee when they commence the leave, and 40 weeks' unpaid leave.
- (e) Parental leave is paid at the start of the leave as a single sum unless the Employee requests it be paid:

- (i) over a period of 12 weeks at full pay; or
 - (ii) over a period of 24 weeks at half-pay; or
 - (iii) in another way agreed with Fresenius Medical Care.
- (f) Where an Employee has received payment in accordance with this clause, and the pregnancy subsequently results in stillbirth, the Employee is entitled to take the leave, subject to the following:
- (i) where an Employee commences half paid leave and returns to work prior to the end of that leave, the Employee will be paid a further amount equal to the difference between the half pay paid for the period of leave taken and full pay for the period of leave taken.
- (g) Partner Leave: where a parent is not the primary caregiver of the child, they may apply for 2 weeks paid partner leave (based on contracted hours). This leave is to be taken within 1 month of their child's birth or adoption date, and it will be paid at the rate of pay for the classification the Employee holds when commencing the leave.
- (h) During unpaid parental leave, accrual of leave such as annual leave and personal/carer's leave will be suspended.
- (i) Paid personal/carer's leave, compassionate leave and paid community service leave is not available during parental leave.
- (j) Superannuation contributions are suspended during the unpaid parental leave period as per the superannuation legislation. All leave and superannuation entitlements recommence once the Employee returns to work.
- (k) Absence on paid parental leave will count as service for all employment purposes.
- (l) For avoidance of doubt, subject to the above, an employee is entitled to either paid primary or partner leave, to be assessed and taken at the commencement of parental leave.

39. TRAINING AND STAFF DEVELOPMENT

- (a) Fresenius Medical Care recognises the achievement of increased productivity and effectiveness requires our Employees to have opportunities to attend relevant training and education programs, and to effectively utilise the training provided to them.
- (b) Fresenius Medical Care will provide financial assistance to Employees for approved study courses, training programs and other professional development, e.g. conferences. Employees may apply to their managers for funding assistance. The allocation of funding will be on a merit-based system which reflects the priorities of the Clinic, the value of the programme, the personal training needs of the individual Employee, the number of applications, and the nature of the assistance sought. Assistance will be provided on an equitable basis to all interested Employees.
- (c) Full-time Employees are entitled to 24 hours of professional development leave per year. The hours of leave will be paid on a pro-rata basis to part-time Employees based on the average number of hours worked.
- (d) Self-directed learning and development is a recognised form of training and education.
- (e) Membership and active participation in the relevant professional bodies is strongly encouraged.
- (f) Commitment to Clinic quality activities is encouraged.

Mandatory training

- (a) Mandatory training is paid work and all expenses associated with mandatory training are paid

by Fresenius Medical Care.

- (b) Recognition of equivalent mandatory training undertaken externally
 - 1. Where a newly appointed full-time employee provides evidence satisfactory to the employer of equivalent mandatory training undertaken externally in the previous 6 months, such training shall be recognised,
 - 2. Where a part-time or casual employee provides evidence satisfactory to the employer, equivalent mandatory training undertaken externally shall be recognised.

Professional development also encompasses study leave, i.e. undertaking and/or preparing for examinations in a course of study, and can be applied for in periods of no less than 1 hour.

40. NURSING BOARD REGISTRATION

- (a) All Enrolled and Registered Nurses must have a current registration with the Board.
- (b) A copy of the nursing registration is kept in the Employee's personnel file and at the Clinic where the Employee works. It is the Employee's responsibility to ensure that a copy of their registration is provided on renewal to their Clinic Manager.
- (c) If an Employee does not renew their registration by the expiry date or within the following one-month, the registration will lapse and the Employer may suspend or terminate their employment.
- (d) An Employee (other than a casual) who works a minimum of 48 hours per fortnight (based on contracted hours) will be reimbursed for the full amount of registration. Reimbursement will occur via Fresenius Medical Care's expense reimbursement process.

41. SECURITY

Fresenius Medical Care will ensure adequate measures are in place regarding safety and security of our Employees at all times. These measures may include, but are not limited, to the following:

- (a) adequate numbers of suitably qualified nursing staff to safely monitor and assist patients who are, based on a clinical assessment, considered to be a risk to themselves or others;
- (b) adequate numbers of suitably qualified nursing staff commensurate with patient acuity and throughput; and
- (c) risk minimisation strategies, made in consultation with staff.

42. INDIVIDUAL FLEXIBILITY ARRANGEMENTS

- (a) Fresenius Medical Care and an Employee covered by this Agreement may make an individual flexibility arrangement (IFA) to vary the effect of terms of the Agreement if:
 - (i) the IFA deals with 1 or more of the following matters:
 - (1) arrangements about when work is performed;
 - (2) overtime rates;
 - (3) penalty rates;
 - (4) allowances; and/or
 - (5) leave loading; and
 - (ii) the IFA meets the genuine needs of Fresenius Medical Care and the Employee in relation to 1 or more of the matters mentioned above; and
 - (iii) the IFA is genuinely agreed by Fresenius Medical Care and the Employee.
- (b) Fresenius Medical Care must ensure that the terms of the IFA:

- (i) are about permitted matters under section 172 of the FW Act;
 - (ii) are not unlawful terms under section 192 of the FW Act; and
 - (iii) result in the Employee being better off overall than the Employee would be if no IFA was made.
- (c) Fresenius Medical Care must ensure that the IFA:
- (i) is in writing;
 - (ii) includes the name of the Employer and Employee; and
 - (iii) is signed by Fresenius Medical Care and the Employee and, if the Employee is under 18 years of age, signed by the parent or guardian of the Employee; and
 - (iv) includes details of:
 - (1) the terms of the Agreement that will be varied by the IFA;
 - (2) how the IFA will vary the effect of the terms;
 - (3) how the Employee will be better off overall in relation to the terms and conditions of their employment as a result of the IFA; and
 - (4) the day on which the IFA commences.
- (d) Fresenius Medical Care must give the Employee a copy of the IFA within 14 days after it is agreed to.
- (e) Fresenius Medical Care or the Employee may terminate the IFA:
- (i) by giving no more than 28 days written notice to the other party to the IFA; or
 - (ii) if Fresenius Medical Care and the Employee agree in writing, at any time.

43. CONSULTATION

- (a) This clause applies if Fresenius Medical Care:
- (i) has made a definite decision to introduce a major change to production, program, organisation, structure or technology in relation to its business that is likely to have a significant effect on Employees; or
 - (ii) proposes to introduce a change to the regular roster or ordinary hours of work of Employees.

43.1 Major Change

- (b) For a major change referred to in subparagraph 43(a)(i) above:
- (i) Fresenius Medical Care must notify the relevant Employees of the decision to introduce the major change; and
 - (ii) sub-clauses 43.1(c)-(j) apply.
- (c) The relevant Employees may appoint a representative for the purposes of the procedures in this clause.
- (d) If:
- (i) a relevant Employee appoints, or relevant employees appoint, a representative for the purposes of consultation; and
 - (ii) the Employee or Employees advise Fresenius Medical Care of the identity of the

representative; Fresenius Medical Care must recognise the representative.

- (e) As soon as practicable after making its decision, Fresenius Medical Care must discuss with the relevant Employees:
 - (i) the introduction of the change; and
 - (ii) the effect the change is likely to have on the Employees; and
 - (iii) measures Fresenius Medical Care is taking to avert or mitigate the adverse effect of the change on the Employees; and
- (f) For the purposes of the discussion, Fresenius Medical Care must provide, in writing, to the relevant Employees:
 - (i) all relevant information about the change, including the nature of the change proposed; and
 - (ii) information about the expected effects of the change on the Employees;
 - (iii) and any other matters likely to affect the Employees.
- (g) However, Fresenius Medical Care is not required to disclose confidential or commercially sensitive information to the relevant Employees.
- (h) Fresenius Medical Care must give prompt and genuine consideration to matters raised about the major change by the relevant Employees.
- (i) If a clause in this Agreement provides for a major change to production, program, organisation, structure or technology in relation to the business, the requirements set out in this clause do not apply.
- (j) In this clause, a major change is likely to have a significant effect on employees if it results in:
 - (i) the termination of the employment of Employees; or
 - (ii) major change to the composition, operation or size of Fresenius Medical Care's workforce or to the skills required of Employees; or
 - (iii) the elimination or diminution of job opportunities (including opportunities for promotion or tenure); or
 - (iv) loss of, or reduction in, job or promotion opportunities; or
 - (v) (d) loss of, or reduction in, job tenure; or
 - (vi) alteration of hours of work; or
 - (vii) the need for employees to be retrained or transferred to other work or locations; or
 - (viii) job restructuring.

43.2 Change to regular roster or ordinary hours of work

- (a) For a change to roster or ordinary hours referred to in subparagraph 43(a)(ii) above:
- (b) This Clause applies if the employer proposes to change the regular roster or ordinary hours of work of an employee, other than an employee whose working hours are irregular, sporadic or unpredictable.
 - (i) The employer must consult with any employees affected by the proposed change and their representatives (if any).

- (ii) For the purpose of the consultation, the employer must:
 - a. provide to the employees and representatives mentioned in clause 43.2 (a)(i) information about the proposed change (for example, information about the nature of the change and when it is to begin); and
 - b. invite the employees to give their views about the impact of the proposed change on them (including any impact on their family or caring responsibilities) and also invite their representative (if any) to give their views about that impact.
- (iii) The employer must consider any views given.
- (c) Clause 43 is to be read in conjunction with any other provisions of this award concerning the scheduling of work or the giving of notice.

44. TERMINATION OF EMPLOYMENT

- (a) Notice of termination by Fresenius Medical Care will be in accordance with the NES.

(b) Notice of Termination by an Employee

Resigning employees are required to provide Fresenius Medical Care with the same amount of notice Fresenius Medical Care is required to give them, except there is no requirement on the Employee to give additional notice based on their age.

If an employee is at least 18 years old, and the Employee fails to give the required notice Fresenius Medical Care may, subject to the FW Act, withhold from any wages due to the Employee on termination under this Agreement or the NES an amount not exceeding the amount the Employee would have been paid under this Agreement in respect of the period of notice not provided, to a maximum of one week's wages for the employee.

If the employer has agreed to a shorter period of notice than that required, then no deduction can be made. Any deduction made under this clause must not be unreasonable in the circumstances.

(c) Job Search Entitlement

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

45. REDUNDANCY

(a) Definition

Redundancy occurs when Fresenius Medical Care has made a definite decision that it no longer wishes the job an Employee has been doing to be done by anyone, and that decision leads to the termination of the Employee's employment. A redundancy does not arise where the Employee's job is no longer required to be done due to the ordinary and customary turnover of labour.

(b) Consultation

Where Fresenius Medical Care has made a definite decision to introduce a major change to production, program, organisation, structure, or technology in relation to the business; and where the change is likely to have a significant effect on Employees, Fresenius Medical Care will consult with affected Employees in accordance with clause 10 of this Agreement.

(c) Transfer to Lower Paid Duties

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

(d) Redundancy Pay

In addition to notice for termination, an Employee who is made redundant will also be paid a redundancy payment based on their period of continuous service in accordance with the table below:

Period of Continuous Service	Redundancy Pay
less than one year	Nil
1 year but less than 2 years	4 weeks' pay
2 years but less than 3 years	6 weeks' pay
3 years but less than 4 years	7 weeks' pay
4 years but less than 5 years	8 weeks' pay
5 years but less than 6 years	10 weeks' pay
6 years but less than 7 years	11 weeks' pay
7 years but less than 8 years	13 weeks' pay
8 years but less than 9 years	14 weeks' pay
9 years but less than 10 years	16 weeks' pay
10 years and over	12 weeks' pay

(e) "Weeks' pay" means the ordinary rate of pay for the Employee concerned.

(f) Employee Leaving During Notice Period

An Employee given notice of termination due to redundancy may terminate their employment during the notice period. The Employee will remain entitled to receive the benefits and payments they would have received under this clause had they remained in employment until the end of the notice period, but they will not be entitled to payment instead of notice.

(g) Alternative Employment

(i) An Employee who rejects an offer of acceptable alternative employment will not receive redundancy pay, subject to an order by the FWC.

(ii) On application by Fresenius Medical Care, the FWC may determine that the amount of redundancy pay be reduced to a specified amount (which may be nil). The redundancy payment the Employee is entitled to receive under s.119 of the FW Act will then be the reduced amount specified in the FWC's determination.

(h) Job Search Entitlement

- (i) An Employee given notice of termination due to redundancy will be allowed up to 1 day's time off without loss of pay during each week of notice for the purpose of seeking other employment.
- (ii) If the Employee has been allowed paid leave for more than 1 day during the notice period for the purpose of seeking other employment they must provide proof of attendance at an interview upon request by Fresenius Medical Care or they will not be entitled to payment for the time absent. A statutory declaration is sufficient.
- (iii) This entitlement applies instead of clause 45(c).

(i) Exempt Employees

Clause 45(d) above does not apply to:

- (i) an Employee employed for a specified period of time, or for a specified task or tasks;
- (ii) an Employee whose employment is terminated because of serious misconduct;
- (iii) a casual Employee; and/or
- (iv) an Employee who is otherwise not entitled to receive redundancy pay under the FW Act.

(j) Transfer of Employment

- (i) An Employee is not entitled to Redundancy Pay in relation to the termination of his or her employment with the Employer where
 - (1) the Employee is offered and accepts employment with a new Employer (new Employer) which recognises the Employee's period of service with Fresenius Medical Care, and there is a transfer of employment in relation to the Employee for the purposes of the Fair Work Act; or
 - (2) The Employee rejects an offer of employment with the new Employer that:
 - a. is on terms and conditions substantially similar and no less favourable, considered on an overall basis, than the terms and conditions applicable to the Employee at the time their employment with Fresenius Medical Care ends; and
 - b. recognises the Employee's period of service with Fresenius Medical Care; and;
 - dihad the Employee accepted the offer of employment, there would have been a transfer of employment in relation to the Employee for the purposes of the FW Act.

(k) Incapacity to Pay

The FWC may vary an Employee's entitlement to Redundancy Pay because of Fresenius Medical Care's incapacity to pay. An application for variation may be made by Fresenius Medical Care.

46. RECOVERY OF OVERPAYMENTS

- (a) Any overpayment to an Employee will be repaid within a reasonable period of time.
- (b) Where an overpayment is identified and proven, Fresenius Medical Care will provide the Employee with the written details of the overpayment and notify the Employee of their intent to

recover the overpayment.

- (c) Where the Employee accepts there has been an overpayment, arrangements for the recovery of the overpayment will be negotiated between Fresenius Medical Care and the Employee.
- (d) If the Employee disputes the existence of an overpayment and the matter is not resolved within a reasonable period of time, the matter should be dealt with in accordance with clause 10 (Dispute Resolution Procedure).
- (e) Nothing in this clause will be taken as precluding Fresenius Medical Care's legal right to pursue recovery of overpayments.

47. LEAVE TO DEAL WITH FAMILY AND DOMESTIC VIOLENCE

This clause applies to all Employees, including casuals.

(i) Definitions

In this clause:

- (1) 'family and domestic violence' means violent, threatening or other abusive behaviour by a family member of an Employee that seeks to coerce or control the Employee and that causes them harm or to be fearful.
- (2) 'family member' means:
 - i. a spouse, de facto partner, child, parent, grandparent, grandchild or sibling of the Employee; or
 - ii. a child, parent, grandparent, grandchild or sibling of a spouse or de facto partner of the Employee; or
 - iii. a person related to the Employee according to Aboriginal or Torres Strait Islander kinship rules.
- (3) A reference to a 'spouse' or 'de facto partner' in the definition of family member includes a former spouse or de facto partner.

Entitlement to leave

- (ii) An Employee is entitled to 10 days' leave to deal with family and domestic violence, as follows:
 - (1) The entitlement to leave is paid for full and part time employees and unpaid for casual employees;
 - (2) the leave is available in full at the start of each 12 month period of the Employee's employment; and
 - (3) the leave does not accumulate from year to year;
- (iii) A period of leave to deal with family and domestic violence may be less than a day by agreement between the Employee and the Employer.
- (iv) The Employer and Employee may agree that the Employee may take additional unpaid leave to deal with family and domestic violence.

Taking leave to deal with family and domestic violence

- (v) An Employee may take leave to deal with family and domestic violence if the Employee:
 - (1) is experiencing family and domestic violence; and

- (2) needs to do something to deal with the impact of the family and domestic violence and it is impractical for the Employee to do that thing outside their ordinary hours of work.
- (3) The reasons for which an Employee may take leave include making arrangements for their safety or the safety of a family member (including relocation), attending urgent court hearings, or accessing police services.

Service and continuity

- (vi) The time an Employee is on paid or unpaid family and domestic violence leave does not break the Employee's continuity of service
- (vii) Paid leave to deal with family and domestic violence counts as service for all purposes.
- (viii) Unpaid leave to deal with family and domestic violence:
 - (1) counts as service for requests for flexible working arrangements, parental leave and related entitlements and for notice of termination or payment in lieu of notice.
 - (2) does not count as service for other purposes.

Notice and evidence requirements

- (ix) Notice
 - (1) An Employee must give the Employer notice of the taking of leave by the Employee under this clause. The notice:
 - i. must be given to the Employer as soon as practicable (which may be a time after the leave has started); and
 - ii. must advise the Employer of the period, or expected period, of the leave.
- (x) Evidence
 - (1) An Employee who has given the Employer notice of the taking of leave under this clause must, if required by the Employer, give the Employer evidence that would satisfy a reasonable person that the leave is taken for the purpose specified in clause (c).
 - (2) Depending on the circumstances such evidence may include a document issued by the police service, a court or a family violence support service, or a statutory declaration.

Confidentiality

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

Note: Information concerning an Employee's experience of family and domestic violence is sensitive and if mishandled can have adverse consequences for the Employee. The

Employer may consult with such Employees regarding the handling of this information.

Arrangements

- (xiii) An Employee's entitlement to take leave for family and domestic violence is subject to the arrangements set out in this clause.

48. FLEXIBLE WORKING ARRANGEMENTS

- (a) Flexible working arrangements are an NES entitlement. The NES provides certain Employees with an entitlement to request a flexible working arrangement.
- (b) In addition to the NES, if Fresenius Medical Care does not agree to an eligible Employee's request, Fresenius Medical Care will discuss the request with the Employee to better understand the Employee's circumstances. Fresenius Medical Care will then provide any available counter-proposals to the Employee in writing.
- (c) Any agreed arrangement must be recorded in writing.

49. WORKPLACE DELEGATES RIGHTS

49.1 Clause 49 provides for the exercise of the rights of workplace delegates set out in section 350C of the Act.

49.2 Before exercising entitlements under clause 49, a workplace delegate must give the employer written notice of their appointment or election as a workplace delegate. The workplace delegate must provide the employer with evidence that would satisfy a reasonable person of their appointment or election.

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

49.4 Right of representation

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

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

49.5 Entitlement to reasonable communication

- (a) A workplace delegate may communicate with eligible employees for the purpose of representing their industrial interests under clause 49.4. This includes discussing membership of the delegate's organisation and representation with eligible employees.
- (b) A workplace delegate may communicate with eligible employees during working hours or work breaks, or before or after work.

49.6 Entitlement to reasonable access to the workplace and workplace facilities

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

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

(b) The employer is not required to provide access to or use of a workplace facility under clause 49.6(a) if:

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

49.7 Entitlement to reasonable access to training

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

- (a) In each year commencing 1 July, the employer is not required to provide access to paid time for training to more than one workplace delegate per 50 eligible employees.
- (b) The number of eligible employees will be determined on the day a delegate requests paid time to attend training, as the number of eligible employees who are:
 - (i) full-time or part-time employees; or
 - (ii) regular casual employees.
- (c) Payment for a day of paid time during normal working hours is payment of the amount the workplace delegate would have been paid for the hours the workplace delegate would have been rostered or required to work on that day if the delegate had not been absent from work to attend the training.
- (d) The workplace delegate must give the employer not less than 5 weeks' notice (unless the employer and delegate agree to a shorter period of notice) of the dates, subject matter, the daily start and finish times of the training, and the name of the training provider.
- (e) If requested by the employer, the workplace delegate must provide the employer with an outline of the training content.
- (f) The employer must advise the workplace delegate not less than 2 weeks from the day on which the training is scheduled to commence, whether the workplace delegate's access to paid time during normal working hours to attend the training has been approved. Such approval must not be unreasonably withheld.
- (g) The workplace delegate must, within 7 days after the day on which the training ends, provide the employer with evidence that would satisfy a reasonable person of their attendance at the training.

49.8 Exercise of entitlements under clause 49

(a) A workplace delegate's entitlements under clause 49 are subject to the conditions that the workplace delegate must, when exercising those entitlements:

(i) comply with their duties and obligations as an employee;

(ii) comply with the reasonable policies and procedures of the employer, including reasonable codes of conduct and requirements in relation to occupational health and safety and acceptable use of ICT resources;

(iii) not hinder, obstruct or prevent the normal performance of work; and (iv) not hinder, obstruct or prevent eligible employees exercising their rights to freedom of association.

(b) Clause 49 does not require the employer to provide a workplace delegate with access to electronic means of communication in a way that provides individual contact details for eligible employees.

(c) Clause 499 does not require an eligible employee to be represented by a workplace delegate without the employee's agreement.

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

(a) unreasonably fail or refuse to deal with a workplace delegate; or

(b) knowingly or recklessly make a false or misleading representation to a workplace delegate; or

(c) unreasonably hinder, obstruct or prevent the exercise of the rights of a workplace delegate under the Act or clause 49.

50. SIGNATORIES

Signed on behalf of Fresenius Medical Care Australia Pty Ltd:

[Signature]
Signature

[Signature]
Witness Signature

LOUISA MOLONEY
Name

Geoffrey Moloney
Witness Name

Level 3, 78 Waterloo Rd
Macquarie Park NSW 2113
Address

Level 9, 14 Stratton St
Newstead Qld 4006
Witness Address

Managing Director FME Pty Ltd
Capacity to sign

29.12.2025.
Date

29/12/25
Date

Signed on behalf of the Employees:

[Signature]
Signature

[Signature]
Witness Signature

Ms. Emeline Martinez
Name

EMILY MARTINEZ
Witness Name

#14 Hill St.
Southport, Qld. 4215
Address

14 Hill Street
Southport QLD 4215
Witness Address

Union delegate
Capacity to sign

29/12/25
Date

29/12/2025
Date

Signed for and on behalf of

Queensland Nurses and Midwives' Union of Employees (QNMU) and the Australian Nursing and Midwifery Federation (ANMF)

as bargaining representative

Name

Sarah Beaman

Signature



106 Victoria Street

West End QLD 4101

Address

Secretary

19/02/2026

Position

Date

Merren Dickins



Witness Name

Witness Signature

19/02/2026

Date

51. Appendix A – Wages and Allowances

	<i>Increase*</i>	Current	3%	2.5%	2.5%	3%
Wages	First full pay period on or after		Approval	1-Jul-26	1-Jul-27	1-Mar-28
Assistant in Nursing	Pay Point 1	\$32.94	\$ 33.93	\$ 34.78	\$ 35.65	\$ 36.72
	Pay Point 2	\$33.64	\$ 34.65	\$ 35.52	\$ 36.41	\$ 37.50
	Pay Point 3	\$34.10	\$ 35.12	\$ 36.00	\$ 36.90	\$ 38.01
	Pay Point 4	\$34.91	\$ 35.96	\$ 36.86	\$ 37.78	\$ 38.91
	Pay Point 5	\$35.74	\$ 36.81	\$ 37.73	\$ 38.67	\$ 39.83
	Pay Point 6 & thereafter	\$36.19	\$ 37.28	\$ 38.21	\$ 39.17	\$ 40.35
Enrolled Nurse Grade 3	Pay Point 1	\$35.76	\$ 36.83	\$ 37.75	\$ 38.69	\$ 39.85
	Pay Point 2	\$36.29	\$ 37.38	\$ 38.31	\$ 39.27	\$ 40.45
	Pay Point 3	\$36.82	\$ 37.92	\$ 38.87	\$ 39.84	\$ 41.04
	Pay Point 4	\$37.37	\$ 38.49	\$ 39.45	\$ 40.44	\$ 41.65
	Pay Point 5 & thereafter	\$37.98	\$ 39.12	\$ 40.10	\$ 41.10	\$ 42.33
Enrolled Nurse Advanced	Pay Point 1	\$39.11	\$ 40.28	\$ 41.29	\$ 42.32	\$ 43.59
	Pay Point 2	\$41.52	\$ 42.77	\$ 43.84	\$ 44.94	\$ 46.29
Registered Nurse Level 1	Grade 1	\$39.74	\$ 40.93	\$ 41.95	\$ 43.00	\$ 44.29
	Grade 2	\$41.61	\$ 42.86	\$ 43.93	\$ 45.03	\$ 46.38
	Grade 3	\$43.57	\$ 44.88	\$ 46.00	\$ 47.15	\$ 48.56
	Grade 4	\$45.55	\$ 46.92	\$ 48.09	\$ 49.29	\$ 50.77
	Grade 5	\$47.53	\$ 48.96	\$ 50.18	\$ 51.43	\$ 52.97
	Grade 6	\$49.50	\$ 50.99	\$ 52.26	\$ 53.57	\$ 55.18
	Grade 7	\$51.49	\$ 53.03	\$ 54.36	\$ 55.72	\$ 57.39
Registered Nurse Level 2 - Clinical Nurse	Grade 1	\$54.37	\$ 56.00	\$ 57.40	\$ 58.84	\$ 60.61
	Grade 2	\$55.67	\$ 57.34	\$ 58.77	\$ 60.24	\$ 62.05
	Grade 3	\$56.96	\$ 58.67	\$ 60.14	\$ 61.64	\$ 63.49
	Grade 4	\$58.25	\$ 60.00	\$ 61.50	\$ 63.04	\$ 64.93
Registered Nurse Level 3	Grade 1	\$61.40	\$ 63.24	\$ 64.82	\$ 66.44	\$ 68.43
	Grade 2	\$62.87	\$ 64.76	\$ 66.38	\$ 68.04	\$ 70.08
	Grade 3	\$64.36	\$ 66.29	\$ 67.95	\$ 69.65	\$ 71.74
	Grade 4	\$65.82	\$ 67.79	\$ 69.48	\$ 71.22	\$ 73.36

Allowances

	Increase*	Current	3%	2.5%	2.5%	3%
	First full pay period on or after		Approval	1-Jul-26	1-Jul-27	1-Mar-28
Laundry (per week)		\$7.89	\$ 8.13	\$ 8.33	\$ 8.54	\$ 8.80
In Charge of Shift		\$40.41	\$ 41.62	\$ 42.66	\$ 43.73	\$ 45.04
Meal allowance 1 hour OT		\$15.07	\$ 16.62	\$ 17.04	\$ 17.47	\$ 17.99
Meal allowance 4 hour OT		\$13.58	\$ 14.98	\$ 15.35	\$ 15.73	\$ 16.20
Motor vehicle allowance (\$/km)		\$0.80	\$ 0.99	\$ 1.01	\$ 1.04	\$ 1.07
On call allowance (per 24 hour period)						
Monday to Friday			\$27.36	\$ 28.04	\$ 28.74	\$ 29.60
Saturday			\$41.21	\$ 42.24	\$ 43.30	\$ 44.60
Sunday / public holiday			\$48.08	\$ 49.28	\$ 50.51	\$ 52.03

52. Appendix B – Classification Definitions

Assistant in Nursing (AIN) means an Employee, other than one registered with the Nursing and Midwifery Board of Australia (NMBA) or its successor or one who is in training for the purpose of such registration, who is under the direct control, delegation and supervision of a Registered Nurse and whose employment is solely to provide support to the nursing staff in the dialysis clinic by performing delegated duties related to direct and indirect patient care. At all times the Assistant in Nursing retains responsibility for their actions and remains accountable to the delegating registered nurse in providing delegated patient care.

Enrolled Nurse (EN) means a person who appears on the AHPRA Register of Practitioners as an Enrolled Nurse (Division Two). The Enrolled Nurse works under the direction and supervision of the Registered Nurse. At all times, the Enrolled Nurse retains responsibility for their actions and remains accountable in providing delegated patient care.

Registered Nurse means a person who appears on the AHPRA Register of Practitioners as a Registered Nurse (Division One).

Registered Nurse – Level 1 (RN L1)

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

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

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

Registered Nurse – Level 2 (RN L2)

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

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

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

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

Registered Nurse – Level 3 (RN L3)

An Employee at this level holds any other qualification required for working in the Employee's particular practice setting and is appointed as such by a selection process or by reclassification from a lower level when the Employee is required to perform the duties detailed in this subclause on a continuing basis. At all times, registered nurses (level 3) accept accountability for their own standards of nursing care and service delivery and responsibility for their actions.

This position is in charge of the clinic while the Dialysis Clinic Manager is away for periods of 5 consecutive days or more. In addition to the duties of an RN L2, an Employee at this level is required to:

- actively participate in the development, implementation, evaluation and maintenance of quality improvement programs by following the NephroCare Quality calendar, assisting the Dialysis Clinic Manager with Australian Council of Health Care Standards survey and self- assessments as appropriate, assisting in the identification of patient needs and the adaptation of services according to appropriate recommendations, performing audits as requested and assisting in the review of policy and procedure and clinical pathways;
- implement and evaluation staff educations and development programs;
- implement and evaluation patient education programs; and
- participate in policy development and implementation.

Applicant: Fresenius Medical Care Pty Ltd

Section 185 – Application for approval of a single enterprise agreement

Undertaking – Section 190

I, Martin Lee Telling, Senior Employee Relations Advisor, Australia, have the authority given to me by the Fresenius Medical Care Pty Ltd to give the following undertakings with respect to the Fresenius Medical Care Queensland Nursing Staff Enterprise Agreement 2025 ("the Agreement"):

1. Replace clause 49.5 (a) with the following:

- (a) A workplace delegate may communicate with eligible workers in relation to their industrial interests under clause 49.4. This includes discussing membership of the delegate's organisation and representation with eligible workers.

2. Replace clause 49.8 with the following:

49.8 Exercise of entitlements under clause 49

(a) A workplace delegate's entitlements under clause 49 are subject to the conditions that the workplace delegate must, when exercising those entitlements:

(i) comply with the reasonable policies and procedures of the employer, including reasonable codes of conduct and requirements in relation to occupational health and safety and acceptable use of ICT resources;

(ii) not hinder, obstruct or prevent eligible workers exercising their rights to freedom of association.

(b) When exercising any entitlements under clause 49.8, a workplace delegate must, other than in the reasonable exercise of those entitlements:

(i) comply with their duties and obligations as an employee; and

(ii) not hinder, obstruct or prevent the normal performance of work.

(c) Clause 49 does not require the employer to provide a workplace delegate with access to electronic means of communication in a way that provides individual contact details for eligible workers.

(d) Clause 49 does not require an eligible worker to be represented by a workplace delegate without the worker's agreement.

NOTE: Under section 350A of the Act, the employer must not: (a) unreasonably fail or refuse to deal with a workplace delegate; or (b) knowingly or recklessly make a false or misleading representation to a workplace delegate; or (c) unreasonably hinder, obstruct or prevent the exercise of the rights of a workplace delegate under the Act or clause 49.

3. To replace clause 7 with:

This Agreement contains terms that are also NES matters. It is not the intention of the parties to exclude the NES or any provision of the NES and it is acknowledged that such terms can only operate in the manner and to the extent prescribed by s. 55 of the Fair Work Act. For absolute clarity, where this Agreement provides an entitlement that is better for an employee than the relevant NES

entitlement, the employer will apply the better Agreement provision. Where the NES provides an entitlement that is better for an employee than the relevant Agreement entitlement, the employer will apply the better NES provision.

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

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

A handwritten signature in blue ink, appearing to read 'Mark Bell', is positioned above the signature label.

Signature:

Date: 9 February 2026