

IRC 6060 of 2005 – AIRC – Boland J - New Award – effective 2.12.2005 (note some matters w/ different effective date)  
IRC 380 of 2006 – VIRC - Wright J – variation re Family provisions case – effective 19.12.2005  
IRC 1220 of 2006 – VIRC – Wright P – Variation re Secure Employment Test Case – effective 5 April 2006

# **PUBLIC HEALTH SYSTEM NURSES' & MIDWIVES' (STATE) AWARD**

## PUBLIC HEALTH SYSTEM NURSES' & MIDWIVES' (STATE) AWARD

### PART A

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**2. NO EXTRA CLAIMS**

There shall be no further salary or conditions claims made during the term of this Award, that is, to 30 June 2008, except as provided for in the Memorandum of Understanding between the Corporation and the Association dated 14 June 2005.

**3. DEFINITIONS**

Unless the context otherwise indicates or requires, the several expressions hereunder defined shall have the respective meanings assigned to them:

“**ADA**” means the adjusted daily average of occupied beds, calculated in accordance with the following formula:

$$ADA = \text{Daily Average} + \text{Neo-natal Adjustment} + \text{Non-inpatient Adjustment}$$

Where:

$$\text{Daily Average} = \frac{\text{Total Occupied Bed Days for the Period Less Unqualified Baby Bed Days}}{\text{Number of Days in the Period}}$$

$$\text{Neo-natal Adjustment} = \frac{\text{Total Bed Days of Unqualified Babies for the Period}}{2 \times \text{Number of Days in the Period}}$$

$$\text{Non-inpatient} = \frac{\text{Total NIOOS Equivalents for the Period}}{10 \times \text{Number of Days in the Period}}$$

Note: Total NIOOS Equivalents for the Period equals the individual NIOOS plus the equivalent number of Group NIOOS (Non-inpatient Group Sessions \* 1.3) plus the equivalent number of Dental NIOOS (Non-inpatient Dental Flow \* 3.8).

“**Ambulance Service**” means the Ambulance Service of NSW.

“**Area Health Service**” means an Area Health Service established pursuant to the provisions of the *Health Services Act* of 1997, including all public hospitals, facilities and other establishments and health services under the control and management thereof.

**"Area Manager, Nurse/Midwifery Education"** - refer to Schedule 1, Nurse Managers.

**"Assistant in Nursing/Midwifery"** means a person, other than a registered nurse, trainee or enrolled nurse, who is employed in nursing/midwifery duties in a public hospital or public health organisation.

**"Assistant Director of Nursing/Midwifery"** - refer to Schedule 1, Nurse Managers.

**"Association"** means the New South Wales Nurses' Association.

**"Association delegate"** means a trade union delegate accredited by the Association including but not limited to a Branch Official, Councillor or workplace representative of the Association.

**"Board"** means the Nurses' and Midwives' Board of New South Wales.

**"Career Break Scheme"** means a scheme where employees may apply for an option to defer twenty percent of their salary for four years, and be paid this deferred salary in the fifth year.

**"Clinical Nurse/Midwifery Educator"** means a registered nurse with relevant post-registration certificate qualifications, who is required to implement and evaluate educational programs at the ward/unit level. The Clinical Nurse Educator shall cater for the delivery of clinical nurse/midwife education in the ward/unit level only.

An employee will achieve Clinical Nurse Educator status on a personal basis by being required by the public hospital/public health organisation to provide the educational programs detailed above. Nothing in this clause shall affect the role carried out by the Clinical Nurse Specialist as a specialist resource and the Clinical Nurse Consultant in the primary role of clinical consulting, researching, etc.

**"Clinical Nurse/Midwifery Specialist"** means:

A registered nurse with relevant post-basic qualifications and twelve months experience working in the clinical area of his/her specified post-basic qualification,

**or**

a minimum of four years post-basic registration experience, including three years experience in the relevant specialist field

**and**

who satisfies the local criteria.

**"Clinical Nurse/Midwifery Consultant Grade 1"** means: a registered nurse appointed as such to a position approved by the public hospital or public health organisation, who has at least 5 years full time equivalent post registration experience and in addition who has approved post registration nursing/midwifery qualifications relevant to the field in which he/she is appointed, or such other qualifications or experience deemed appropriate by the public hospital or public health organisation.

**"Clinical Nurse/Midwifery Consultant Grade 2"** means: a registered nurse appointed as such to a position approved by the public hospital or public health organisation, who has at least 5 years full time equivalent post registration experience, with at least 3 years full time equivalent experience in the specialty field. In addition the employee must have approved postgraduate nursing/midwifery qualifications relevant to the field in which he/she is appointed or such other qualifications or experience deemed appropriate by the public hospital or public health organisation. An employer may also require a higher qualification in the specialist nursing field where such a qualification is considered essential for the performance of the individual position.

**"Clinical Nurse/Midwifery Consultant Grade 3" means:** a registered nurse appointed as such to a position approved by the public hospital or public health organisation, who has at least 7 years full time equivalent post registration experience, with at least 5 years full time equivalent experience in the specialty field. In addition the employee must have approved postgraduate nursing/midwifery qualifications relevant to the field in which he/she is appointed or such other qualifications or experience deemed appropriate by the public hospital or public health organisation. An employer may also require a higher qualification in the specialist nursing field where such a qualification is considered essential for the performance of the individual position.

**"Corporation"** means the Health Administration Corporation.

**"Day Worker"** means a worker who works her/his ordinary hours from Monday to Friday inclusive and who commences work on such days at or after 6am and before 10am, otherwise than as part of the shift system.

**"Deferred Salary Leave Year"** means the fifth year of the career break scheme where the employee is absent from work and receives the deferred salary from the previous four years. This year cannot be compacted into a period of less than twelve months.

**"Department"** means the Department of Health, New South Wales.

**"Deputy Director of Nursing"** - refer to Schedule 1, Nurse Managers.

**"Enrolled Nurse"** means a person enrolled by the Board as such.

**"Enrolled Nurse – Medication Endorsement"** means a person enrolled by the Board and endorsed to administer medications by the Board.

**"Enrolled Nurse – Special Grade"** means an enrolled nurse, with an Advanced Certificate qualification and a minimum of six years full time equivalent post enrolment experience, including three years full time equivalent experience in the relevant clinical area. Such a nurse is appointed to a position established by a public hospital or public health organisation which satisfies the criteria as agreed between the Association and the Department from time to time.

**"Enrolled Nurse – Special Grade, Medication Endorsement"** means an enrolled nurse with an Advanced Certificate qualification and a minimum of six years full time equivalent post enrolment experience, including three years full time equivalent experience in the relevant clinical area and endorsed to administer medications by the Board. Such a nurse is appointed to a position established by a public hospital or public health organisation which satisfies the criteria as agreed between the Association and the Department from time to time.

**"Experience"** in relation to a trainee enrolled nurse or assistant in nursing, means experience both before and/or after the commencement of this Award, whether within New South Wales or elsewhere and, in the case of a trainee enrolled nurse, enrolled nurse or assistant in nursing who was formerly a student nurse, includes experience as such student nurse.

**"Flight Nurse"** means a registered nurse employed by the Ambulance Service who is engaged in nursing duties with the Ambulance Service of New South Wales.

**"Flight Hours"** means all time spent whilst in flight on an aircraft transporting patients or in transit to pick up patients.

**"Ground Hours"** for Flight Nurses means all time spent at an airport preparing for a flight or a series of flights, and includes generally preparing and restocking aircraft on return to home base; attending to clerical work pertaining to flights and other general duties normally undertaken by a Flight Nurse, including but not limited to the sterilisation of stock, maintenance and care of special nursing equipment, cleaning the nursing sections of the aircraft; caring of patients at terminals until the patient is transferred to hospital or at the commencement of a flight; supervising and assisting in loading and unloading of patients; escorting seriously ill patients to hospital in a road ambulance.

**“Health service”** means any of the following:

- (a) any hospital service
- (b) any medical service
- (c) any paramedical service
- (d) any community health service,
- (e) any environmental health service,
- (f) any other service (including any service of a class or description prescribed by the Regulations of the Health Service act 1997) relating to the maintenance or improvement of the health, or the restoration to health, of persons or the prevention of disease in or injury to persons.

**“Industry of nursing”** means the industry of persons engaged in New South Wales in the profession or occupation of nursing including midwifery and employed in or in connection with the New South Wales Health Service as defined in section 16 of the Health Services Act 1997, or the Ambulance Service of New South Wales as defined in s.4 of the Ambulance Services Act 1990, or their successors, assignees or transmitters.

**"Manager, Nurse/Midwifery Education"** - refer to Schedule 1, Nurse Managers.

**"Nurse/Midwifery Educator"** means a registered nurse with a post-registration certificate, who has relevant experience or other appropriate qualifications and who is appointed to a position of Nurse Educator.

A Nurse Educator shall be responsible for the development, implementation and delivery of nursing education programs within an area, group or public hospital. Nurse education programs shall mean courses conducted such as post-registration certificates, continuing nurse education, new graduate orientation, post-registration enrolled nurses courses and, where applicable, general staff development courses.

A person appointed to a position of Nurse Educator who holds relevant tertiary qualifications in education or tertiary post-graduate specialist clinical nursing qualifications shall commence on the 3rd year rate of the salary scale.

A person appointed as a sole nurse educator in a public hospital, district or region shall be paid at the 3rd year rate of the salary scale. Incremental progression for Nurse Educators shall be on completion of 12 months satisfactory service, provided that progression shall not be beyond the 3rd year rate unless that person possesses the qualifications detailed in the two previous paragraphs. Persons appointed to the 3rd year rate by virtue of paragraphs 3 and 4 above shall progress to the 4th year rate after completion of 12 months satisfactory full-time service.

**“Nurse/Midwifery Manager”** means any employee who is allocated to a nurse manager grade in accordance with Clause 40 of this award.

**“Nurse/Midwifery Practitioner”** means a registered nurse appointed as such to a position approved by the Director General and who is authorised by the Nurses’ and Midwives’ Board of New South Wales, pursuant to Section 19A of the Nurses Act 1991, to practice as a nurse practitioner.

**“Nurse/Midwifery Practitioner Year 3 and Thereafter”** means a registered nurse appointed as such to a position approved by the Director-General and who is authorised by the Nurses’ and Midwives’ Board of New South Wales, pursuant to section 19A of the Nurses’ Act 1991, to practice as a Nurse Practitioner; and who is working within clinical guidelines approved pursuant to section 78A of the Nurses’ Act 1991.

Provided that a Nurse Practitioner shall not progress or be appointed to Nurse Practitioner Year 3 until completion of twelve months’ service at the Year 2 rate, and to the Thereafter rate until

completion of twelve months' service at the Year 3 rate. Accordingly, a Nurse Practitioner cannot be appointed directly to Nurse Practitioner Year 3 and Thereafter."

**"Nursing/Midwifery Unit Manager"** means a registered nurse in charge of a ward or unit or group of wards or units in a public hospital or health service or public health organisation and shall include:

"Nursing Unit Manager Level 1", whose responsibilities include:

**(a) CO-ORDINATION OF PATIENT SERVICES -**

liaison with all health care disciplines for the provision of services to meet patient needs;  
the orchestration of services to meet patient needs after discharge;  
monitoring catering and transport services.

**(b) UNIT MANAGEMENT -**

implementation of hospital/health service policy;  
dissemination of information to all personnel;  
ensuring environmental safety;  
monitoring the use and maintenance of equipment;  
monitoring the supply and use of stock and supplies;  
monitoring cleaning services.

**(c) NURSING STAFF MANAGEMENT -**

direction, co-ordination and supervision of nursing activities;  
training, appraisal and counselling of nursing staff;  
rostering and/or allocation of nursing staff;  
development and/or implementation of new nursing practice according to patient need.

Provided that the classification of Nursing Unit Manager Level 1 shall include those registered nurses who, as at 27 June 1986, were appointed as Charge Nurses or Supervisors of 20 but less than 50 beds or who were appointed at a rate of pay equal to the latter.

"Nursing Unit Manager Level 2", whose responsibilities in relation to patient services, ward or unit management and staff management are in excess of those of a Nursing Unit Manager Level 1.

Provided that the classification of Nursing Unit Manager Level 2 shall include those registered nurses who, as at 27 June 1986, were appointed as Supervisors of 50-75 beds or at a rate of pay equal thereto.

"Nursing Unit Manager Level 3" whose responsibilities in relation to patient services, ward or unit management and staff management are in excess of those of a Nursing Unit Manager Level 2.

Provided that the classification of Nursing Unit Manager Level 3 shall include those registered nurses who, as at 27 June 1986, were appointed as Supervisors of 75-100 beds or at a rate of pay equal thereto.

Provided further, in relation to those nurses classified in accordance with this definition as Nursing Unit Managers on the basis of their former appointment as Charge Nurses or Supervisors, as the case may be, that nothing in this definition shall prevent them from being considered for regrading at any time after 27 June 1986.

**“Public Health Organisation”** means:

- (a) an area health service, or;
- (b) a statutory health corporation, or;
- (c) an affiliated health organisation in respect of its recognised establishments and recognised services.

**“Public Hospital”** means:

- (a) a hospital controlled by an area health service, or;
- (b) a hospital controlled by a statutory health corporation, or;
- (c) a hospital that is a recognised establishment of an affiliated health organisation, or;
- (d) a hospital controlled by the Crown (including the Minister or the Health Administration Corporation).

**“Registered Nurse”** means a person registered by the Board as a Registered Nurse and/or Registered Midwife.

**“Residential Care Nurse”** means a person other than a registered nurse or enrolled nurse, who is employed in the delivery of nursing care to clients in residential settings conducted by or on behalf of public hospitals or public health organisations, and which are located either in the general community or in the grounds of public hospitals, excepting any “off campus” or “satellite” group homes generated from the Weemala Unit of the Royal Rehabilitation Service. The duties performed by Residential Care Nurses shall comprise assisting with the care of residents which may include the supervision, training and assistance of residents in the performance of household tasks such as laundry, kitchen, general maintenance or other personal support tasks.

**“Senior Nurse/Midwifery Educator”** - refer to Schedule 1, Nurse Managers.

**“Service”** for the purpose of clause 9, Salaries, means service before or after the commencement of this award in New South Wales or elsewhere as a registered nurse, provided that all service recognised prior to the commencement of this award shall continue to be recognised.

To the foregoing shall be added any actual periods on and from 1 January 1971 during which a nurse undertook a post basic course whilst an employee of and rendering service in an institution or hospital and such course is recognised by the Board or acceptable to the Department, or one of the following certificate or diploma courses:-

Associate Diploma in Community Health -  
College of Nursing, Australia; N.S.W. College of Nursing;  
Associate Diploma in Nursing Administration -  
College of Nursing, Australia; N.S.W. College of Nursing;  
Associate Diploma in Nursing Education -  
College of Nursing, Australia; N.S.W. College of Nursing,  
Newcastle College of Advanced Education;  
Certificate in Operating Theatre Management -  
N.S.W. College of Nursing;  
Certificate in Operating Theatre Technique -  
College of Nursing, Australia;  
Certificate in Coronary Care -  
N.S.W. College of Nursing;  
Certificate in Orthopaedic Nursing -  
N.S.W. College of Nursing;  
Certificate in Ward Management -  
N.S.W. College of Nursing;  
Midwife Tutor Diploma -



College of Nursing, Australia, or Central Midwives Board, London;  
Occupational Health Nursing Certificate -  
N.S.W. College of Nursing;

provided that no more than three such courses shall count as service.

A reference to the New South Wales College of Nursing in this Award shall be deemed to be a reference also to the School of Nursing Studies, Cumberland College of Health Sciences.

**“Shift Worker”** means a worker who is not a day worker as defined.

**“Tour of Duty”** means the period between the time a Flight Nurse commences any duties associated with his or her employment prior to making a flight or series of flights and until he or she is finally relieved of all duties after termination of flights or series of flights, whether termination is at home base or otherwise away from home base.

**“Trainee Enrolled Nurse”** means a person who is being trained to become an enrolled nurse in a hospital recognised by the Board as a training school for enrolled nurses.

**“Weekly rates”** will be ascertained by dividing an annual amount by 52.17857 or a weekly rate can be multiplied by 52.17857 to obtain the annual amount.

#### **4. HOURS OF WORK AND FREE TIME OF EMPLOYEES OTHER THAN DIRECTORS OF NURSING AND AREA MANAGERS, NURSE EDUCATION**

- (i) (a) The ordinary hours of work for day workers, other than Directors of Nursing and Area Managers, Nurse Education, exclusive of meal times, shall be 152 hours per 28 calendar days to be worked Monday to Friday inclusive and to commence on such days at or after 6.00 am and before 10.00 am.
- (b) Flight Nurses shall not exceed 30 hours flying time in each period of seven days.
- (ii) (a) The ordinary hours of work for shift workers, other than Directors of Nursing and Area Managers, Nurse Education, exclusive of meal times, shall not exceed an average of 38 hours per week in each roster cycle.
- (b) Flight Nurses shall not exceed 30 hours flying time in each period of seven days.
- (iii) (a) The hours of work prescribed in subclauses (i) and (ii) of this clause shall, where possible, be arranged in such a manner that in each roster cycle of 28 calendar days each employee shall not work his/her ordinary hours of work on more than nineteen days in the cycle. Provided that employees who work 8 hour shifts are entitled to 12 additional days off duty per annum [as per Department of Health Policy Directive No. PD2005\_561 dated 22 March 2005 (Circular No. 95/17)], employees working 10 hour shifts are entitled to one additional day off duty each five weeks, employees working other combinations of shifts are entitled to such number of additional days off duty per annum as will ensure that their ordinary hours of work do not exceed an average of 38 hours per week.
- (b) Notwithstanding the provisions of paragraph (a) of this subclause, employees may, with the agreement of the employer work shifts of less than 8 hours each over 20 days in each cycle of 28 days.
- (iv) (a) Each shift shall consist of no more than 10 hours on a day shift or 11 hours on a night shift with not less than 10 hours break between each rostered shift, unless agreed otherwise between an employee and local nursing management. An employee shall not work more than 7 consecutive shifts unless the employee so requests and local nursing management agrees but in no case shall an employee be permitted to work more than 10 consecutive shifts. In any fortnightly pay period an employee shall not

be rostered for more than three quick shifts, ie. an evening shift followed by a morning shift, unless agreed otherwise between an employee and local nursing management.

- (b) Where 10 hour night shifts are in operation in any health facility, at the commencement date of this award or subsequent thereto, the length of these shifts must not be altered without the consent of the Head Office of the Association.
- (v) (a) The employee's additional day off duty prescribed in subclause (iii) of this clause (as a consequence of the implementation of the 38 hour week) shall be determined by mutual agreement between the employee and the employer having regard to the service requirements of the latter. Where practicable such additional day off duty shall be consecutive with the rostered days off duty prescribed in subclause (xvi) of this clause.
- (b) Employees shall not be entitled to the provisions of paragraph (a) of subclauses (iii) and (v) of this clause (i.e. an additional day off as a consequence of a 38 hour week) when undertaking block training.
- (vi) Once set, the additional day off duty may not be changed in a current cycle unless there are genuine unforeseen circumstances prevailing. Where such circumstances exist and the additional day off duty is changed, another day shall be substituted in the current cycle. Should this not be practicable the day must be given and taken in the next cycle immediately following.
- (vii) (a) Where an employee and her/his local nursing management agree, an employee's additional days off duty (ADOs) may be accumulated up to a total of seven. This limit on accumulation means that any employee who has already accumulated seven ADOs must take the next ADO accruing to her/him when it falls due in accordance with the roster.
- (b) Employers must not unreasonably refuse to agree with an employee's request to accumulate ADOs or to take them off subsequent to such accumulation.
- (c) Any ADOs accumulated but not taken as at the date of termination of the employee must be paid out at ordinary rates.
- (viii) Except for breaks for meals the hours of duty each day shall be continuous.
- (ix) Each employee who works in excess of five hours must have a break of not less than thirty minutes and not more than sixty minutes for each meal occurring on duty as follows:

Breakfast -	between 6am and 9am
Midday Meal -	between 12 noon and 2pm
Evening Meal -	between 5pm and 7pm
Night Meal -	between 10pm and 2am.

Employees must not be required to work during meal breaks as a matter of routine practice unless mutually agreed at the local level. Provided that any time worked during such break shall count as working time and unless the employee is permitted to finish duty early on the same shift then overtime becomes payable once the total ordinary work time of the shift has elapsed. Provided further that where practicable an employee engaged to work for five hours or less in any one shift may elect not to take a meal break as otherwise provided for in this subclause without penalty to the employer. The term "where practicable" encompasses regard being paid to the service requirements of the employer.

- (x) (a) One twenty minute interval (in addition to the meal break) shall be allowed each employee on duty for a tea break during each shift. Such interval shall count as working time. Part time and Casual employees who are engaged for less than a whole shift on any one day shall only be entitled to one tea break of 10 minutes.

- (b) Where it is not possible due to the nature of the work performed to have one twenty minute break, the employee may take one ten minute break and be permitted to proceed off duty ten minutes prior to the rostered finishing time of that shift.
- (c) Paragraph (b) of subclause (x) will only be exercised in special and exceptional circumstances and with the expressed approval of the employer in consultation with the employee.
- (xi) Subclauses (ix) and (x) of this clause, shall not apply to an employee who is allowed two intervals of twenty minutes each during the period of night duty but such intervals shall count as working time and shall be paid for as such.
- (xii) Changing time totalling ten minutes per shift to count as working time is to be allowed to nurses not permitted to travel in their work clothes.
- (xiii) Employees who are lactating shall be entitled to one paid break of 30 minutes per shift for the purpose of expressing their milk or breast feeding their child, and the employer shall provide access to suitable facilities for such purpose.
- (xiv) (a) Except in cases of emergency, an employee shall not be employed on night duty for a longer period than four consecutive weeks, unless agreed otherwise between an employee and local nursing management.
- (b) Except in cases of emergency, after having served a period of night duty, an employee shall serve an equivalent period of time off night duty before again undertaking a period of night duty unless agreed otherwise between an employee and local nursing management.
- (c) Except in cases of emergency, an employee shall not be required to perform night duty against their wishes during a period of one week prior to any formal end-of-semester examination in any course of study which has been accepted by her/his employer as meeting the requirements for the grant of study time.
- (d) This subclause shall not apply to an Assistant Director of Nursing, a Nursing Unit Manager or to a registered nurse in charge as the case may be, who is employed permanently in charge at night.
- (e) Except in cases of emergency, a trainee enrolled nurse shall not be employed on night duty for more than 10 weeks in any one year of training.
- (xv) Except in cases of emergency, an employee changing from night duty to day duty or from day duty to night duty shall be free from duty during the 20 hours immediately preceding the commencement of the changed duty.
- (xvi) (a) Each employee shall be free from duty for not less than two full days in each week or four full days in each fortnight and no duties shall be performed by the employee on any of such free days except for overtime. Where practicable, days off shall be consecutive and shall not be preceded by any evening shift or a night shift unless the employee is rostered on the same shift, ie. evening shift or night shift, as the case may be, immediately upon his or her return to duty after days off, except by agreement between the employee and the local nursing management. An evening shift shall be one which commences at or after 1pm and before 4pm.
- (b) An employee at his or her request, may be given time free from duty in one or more periods but no period shall be less than one full day.
- (c) For the purpose of this subclause "full day" means from midnight to midnight or midday to midday.

- (xvii) (a) Employees may be required to remain on call. Any such time on call shall not be counted as time worked (except in so far as an employee may take up actual duty in response to a call) but shall be paid for in accordance with clause 10, Special Allowances. Provided, however, no employee shall be required to remain on call whilst on leave or the day before entering upon leave.
  - (b) Except as hereafter provided, no employee shall be required to remain on call whilst on a rostered day off or from the completion of the employees' shift on the day preceding a rostered day off.
  - (c) Paragraph (b) shall not apply where in extreme circumstances (which shall be agreed between the employer and the Head Office of the Association) it is necessary for a public hospital or public health organisation in order to ensure the provision of services, to place staff on call on rostered days off.
- (xviii) All rostered time off duty occupied by a trainee enrolled nurse in attendance at lectures and demonstrations given in the course of instruction in the theory and practice of nursing or during the time necessarily occupied in attending at and sitting for prescribed examinations shall be deemed to be time worked.
- (xix) An employer shall not alter the period over which the ordinary hours of work of employees are balanced except upon giving one month's notice of his intention so to do to the Industrial Registrar and to the Association.

## **5. PILOT ROSTER PROJECTS**

- (i) Notwithstanding any other provision of this award, Pilot Roster Projects for the purposes of trialing flexible roster practices or 12 hour shifts may be implemented on the following basis:
  - (a) The terms of the Pilot Roster Project shall be agreed in writing between the employer and the Association on behalf of the nurses participating in the project. Provided that the Association shall not unreasonably refuse to agree to, or unreasonably delay in responding to, a Pilot Roster Project proposed by an employer.
  - (b) The terms shall include
    - (1) the duration of the project; and
    - (2) the conditions of the project; and
    - (3) the award provisions required to be overridden in order to implement the project; and
    - (4) review mechanisms to assess the effectiveness of the project.
  - (c) Whilst the Pilot Roster Project is being conducted according to its terms, the employer shall not be deemed to be in breach of the award by reason alone of implementing the project.
  - (d) Any purported Pilot Roster Project which does not comply with this clause is not a Pilot Roster Project for the purposes of this clause and in particular no employer shall be able to claim the benefit of subclause (c) when implementing such project.
- (ii) The Association agrees to participate in a review of the operation of this clause, if requested by the Department.

## **6. INTRODUCTION OF CHANGE**

- (a) Where an employer has made a definite decision to introduce changes in organisation, structure, health service delivery, or technology that are likely to have significant effects on employees covered by this Award, the employer shall notify the Association and employees who may be affected by the proposed changes. Discussions shall commence as soon as practicable after such decision has been taken.
- (b) "Significant effects" includes:
- termination of employment;
  - major changes in the composition, operation or size of the employer's workforce or in the skills required;
  - changes in employment and/or promotional opportunities or job tenure for a class or group of employees;
  - the alteration of hours of work for a class or group of employees; or in
  - the need for training or transfer of a class or group of employees to other work or location, and the restructuring of jobs.
- (c) The employer shall discuss with the employees affected and the Association, inter alia, the introduction of the changes referred to in paragraph (a) above, the effects the changes are likely to have on employees and any measures proposed by the employer to avert or mitigate the adverse effects of such changes on employees, and shall give prompt consideration to matters raised by the employees and/or the Association in relation to the changes.
- (d) For the purpose of such discussion, the employer shall provide to the employees concerned and the Association all relevant information about the changes including the nature of the changes proposed and the expected significant effects of the changes on employees. Provided that the employer shall not be required to disclose confidential information, the disclosure of which would adversely affect the employer, Department or Corporation; or is an exempt matter under the *Freedom of Information Act 1989*.
- (e) The provision of communication during maternity, adoption or parental leave is in accordance with Part E Communication During Leave, of Clause 34 Maternity, Adoption and Parental Leave.

## **7. HOURS OF WORK AND FREE TIME OF DIRECTORS OF NURSING AND AREA MANAGERS, NURSE EDUCATION**

- (i) A Director of Nursing or Area Manager, Nurse Education shall be free from duty for not less than 9 days in each twenty-eight consecutive days and such days free from duty may be taken in one or more periods.
- (ii) If any of the days mentioned in subclause (i) of this clause cannot be taken by reason of emergency, such day or days shall be given and taken within 28 days of becoming due.
- (iii) A Director of Nursing or Area Manager, Nurse Education shall, where practicable, inform his or her employer giving not less than 7 days' notice of the days he or she proposes to be free from duty; provided that such days shall be subject to the approval of the employer, and such approval shall not be unreasonably withheld.

## **8. ROSTERS**

- (i) The ordinary hours of work for each employee, other than the Director of Nursing, shall be displayed on a roster in a place conveniently accessible to employees.
- (ii) The roster shall be displayed at least two weeks prior to the commencing date of the first working period in the roster.

- (iii) Notwithstanding the foregoing provisions of this clause, a roster may be altered at any time to enable the nursing service of the public hospital or public health organisation to be carried on where another employee is absent from duty on account of illness or in an emergency: Provided that where any such alteration involves an employee working on a day which would otherwise have been such employee's day off, the day off in lieu thereof shall be as mutually arranged.
- (iv) Prior to the date of the changed shift, such change of roster shall be notified verbally or in writing to the employee concerned.
- (v) Where an employee is entitled to an additional day off duty in accordance with clause 4, Hours of Work and Free Time of Employees other than Directors of Nursing, such day is to be shown on the roster of hours for that employee.
- (vi) All rosters shall be retained for at least six years.

## **9. SALARIES**

- (i) The minimum salaries per week to be paid to employees shall be as set out in Table 1 of Part B.
- (ii) An Enrolled Nurse or Enrolled Nurse - Special Grade who is endorsed to administer medication will be classified and paid as an Enrolled Nurse – Medication Endorsement or Enrolled Nurse Special Grade - Medication Endorsement respectively from the commencement of the first full pay period following the issuing by the Board of their Letter of Endorsement to Administer Medication or Authority to Practice Certificate, Enrolled Nurse including Endorsement to Administer Medication, whichever is issued earlier.

Provided that an Enrolled Nurse – Medication Endorsement 1<sup>st</sup> year shall not progress to Enrolled Nurse – Medication Endorsement 2<sup>nd</sup> year until completion of twelve months' service at the 1<sup>st</sup> year rate (or for part time employees the full time equivalent of 1,982 hours), and to the 3<sup>rd</sup> year rate until completion of twelve months' service at the 2<sup>nd</sup> year rate (or for part time employees the full time equivalent of 1,982 hours), and so on throughout the scale.

## **10. SALARY SACRIFICE TO SUPERANNUATION**

- (i) Notwithstanding the salaries prescribed in Part B Monetary Rates of this award an employee may elect, subject to the agreement of the employee's employer, to sacrifice a portion of the salary payable under Clause 8 to additional employer superannuation contributions. Such election must be made prior to the commencement of the period of service to which the earnings relate. The amount sacrificed must not exceed fifty (50) percent of the salary payable under Clause 8 or fifty (50) percent of the currently applicable superannuable salary, whichever is the lesser. In this clause:
  - (a) "superannuable salary" means the employee's salary as notified from time to time to the New South Wales public sector superannuation trustee corporations.
  - (b) "Employer" shall mean the Health Administration Corporation of New South Wales."
- (ii) Where the employee has elected to sacrifice a portion of that payable salary to additional employer superannuation contributions:
  - (a) subject to Australian Taxation Law, the sacrificed portion of salary will reduce the salary subject to appropriate PAYE taxation deductions by the amount of that sacrificed portion; and
  - (b) any allowance, penalty rate, overtime, payment for unused leave entitlements, weekly

worker's compensation, or other payment, other than any payments for leave taken in service, to which an employee is entitled under this award or any applicable Award, Act or Statute which is expressed to be determined by reference to an employee's salary, shall be calculated by reference to the salary which would have applied to the employee under Clause 8 of this Award in the absence of any salary sacrifice to superannuation made under this Award.

- (iii) The employee may elect to have the portion of payable salary which is sacrificed to additional employer superannuation contributions:
  - (a) paid into the superannuation scheme established under the First State Superannuation Act 1992 as optional employer contributions; or
  - (b) subject to the Employers agreement, paid into private sector complying superannuation scheme as employer superannuation contributions.
- (iv) Where an employee elects to salary sacrifice in terms of subclause (iii) above, the Employer will pay the sacrificed amount into the relevant superannuation fund.
- (v) Where the employee is a member of a superannuation scheme established under:
  - (a) the Police Regulation (Superannuation ) Act 1906;
  - (b) the Superannuation Act 1916;
  - (c) the State Authorities Superannuation Act 1987;
  - (d) the State Authorities Non-contributory Superannuation Act 1987; or
  - (e) the First State Superannuation Act 1992

the employee's Employer must ensure that the amount of any additional employer superannuation contributions specified in subclause (i) above is included in the employee's superannuable salary which is notified to the New South Wales public sector superannuation trustee corporations.

- (vi) Where, prior to electing to sacrifice a portion of his/her salary to superannuation, an employee had entered into an agreement with his/her Employer to have superannuation contributions made to a superannuation fund other than a fund established under legislation listed in subclause (v) above, the Employer will continue to base contributions to that fund on the salary payable under Clause 9 to the same extent as applied before the employee sacrificed portion of that salary to superannuation. This clause applies even though the superannuation contributions made by the Employer may be in excess of the superannuation guarantee requirements after the salary sacrifice is implemented.

## **11. TRANSITIONAL ARRANGEMENTS - REGISTERED NURSE INCREMENTAL SCALE**

- (i) For the purposes of this clause "transitional date" means the first pay period commencing on or after 1 March 1997.
- (ii) The year of service for the purpose of the incremental scale for a registered nurse employed at the transitional date shall be determined by locating the registered nurse's current year of service on the incremental scale in Column A of the Transitional Table in subclause (iv). The registered nurse's incremental year of service shall be deemed to be the year of service appearing opposite in Column B of the Transitional Table. Provided that a registered nurse with eight or more actual years of service shall be placed on the eighth year of service in Column B of the Transitional Table.
- (iii) Registered nurses who commence employment with an employer after the transitional date shall have their year of service determined as if they were employed by the employer at the transitional date. That is; the transitional arrangements shall apply to all periods of employment under this award, which commence on or after the transitional date.

(iv) Transitional Table:

<b>Column A</b> (Old incremental scale)	<b>Column B</b> (New incremental scale)
First year of service	First year of service
Second year of service	First year of service
Third year of service	Second year of service
Fourth year of service	Third year of service
Fifth year of service	Fourth year of service
Sixth year of service	Fifth year of service
Seventh year of service	Sixth year of service
Eighth year of service	Seventh year of service
UG1	Eighth year of service
Note: For the purposes of the old incremental scale only, a registered nurse who has obtained an appropriate degree in Nursing or Applied Science (Nursing) or Health Studies (Nursing) (referred to for the purposes of this clause as a "UG1" qualification) shall enter the incremental scale on the second year of service.	

- (v) The year of service determined by this clause shall be the year of service only for the purposes of clause 9, Salaries. In particular this clause shall not affect the definition of service for the purposes of clause 30, Annual Leave; clause 37, Sick Leave or clause 33, Long Service Leave.
- (vi) A registered nurse's anniversary date for the purpose of moving to the next year of service is not affected by this clause.

## 12. SPECIAL ALLOWANCES

- (i) (a) A registered nurse in charge of a public hospital of not more than 100 beds during the day, evening or night in the absence of a senior nurse shall be paid, in addition to his or her appropriate salary, whilst so in charge, the sum as set out in Item 1, of Table 2 of Part B per shift.
- (b) This subclause shall not apply to registered nurses holding positions of a higher grade than that of clinical nurse specialist.
- (ii) (a) An employee required by his or her employer to be on call otherwise than as provided in (b) and (c) hereof shall be paid the sum as set out in Item 2 of Table 2 of Part B for each hour or part thereof with a minimum payment of eight hours at that rate.
- (b) An employee required to be on call on rostered days off in accordance with paragraph (c) of subclause (xvii) of Clause 4, Hours of Work and Free Time of Employees Other Than Directors of Nursing, shall be paid the sum as set out in Item 3, of Table 2 of Part B for each hour or part thereof with a minimum payment of eight hours at that rate.
- (c) An employee who is directed to remain on call during a meal break shall be paid an allowance as set out in Item 4, of Table 2 of Part B.



- (d) Where an employee on call leaves the public hospital and is recalled to duty, he or she shall be reimbursed all reasonable fares and expenses actually incurred provided that where an employee uses a motor car in these circumstances, the allowance payable shall be the rate prescribed from time to time by the Department for a "casual" user. The provisions of this paragraph shall apply to all employees.
- (e) This subclause shall not apply to Nurse Managers classified at Grade 4 or above provided that the allowances prescribed in subclauses (a) and (b) of this subclause shall be paid to Nurse Managers classified at Grade 5 (c) and Grade 6 (a) when required to remain on call for the purpose of the performance of clinical duties.
- (iii) (a) Where a Director of Nursing is required by the public hospital to perform radiographic duties he/she shall be paid in addition to his/her appropriate salary an allowance as set out in Item 5, of Table 2 of Part B per week.
- (b) The allowance prescribed by paragraph (a) of this subclause shall apply to an employee who relieves the Director of Nursing for a period of one week or more.
- (c) An employee who is performing radiographic duties in the absence of the Director of Nursing for a period of less than one week shall be paid in addition to his or her appropriate salary a daily allowance as set out in Item 6, of Table 2 of Part B, provided that the maximum allowance per week payable in accordance with this paragraph shall not exceed the amount set in the said Item 6.
- (d) The allowance prescribed by this subclause shall be regarded as part of the salary for the purpose of this award.
- (iv) An employee required to wear a lead apron shall be paid an allowance as set out in Item 7, of Table 2 of Part B for each hour or part thereof that he/she is required to wear the said apron. No employee shall be required to wear a lead apron for more than one hour without being allowed a paid break of 10 minutes.
- (v) A registered nurse who is designated to be in charge of a ward or unit during day, evening or night shifts, when the Nursing Unit Manager is not rostered for duty, shall be paid an allowance as set out in Item 8, of Table 2 of Part B per shift. Provided that the allowance shall also be paid when the Nursing Unit Manager is rostered on duty if the day to day clinical management role for the shift is delegated to a designated registered nurse. Provided further that the allowance shall also be paid in the absence of a Nurse Manager in facilities where the Nurse Manager undertakes the functions usually carried out by a Nursing Unit Manager.
- (vi) A registered nurse who is designated to be in-charge of a ward or unit when the Nursing Unit Manager is not rostered for duty and who is also designated to be in-charge of a public hospital of less than 100 beds during the day, evening or night on the same shift shall be paid an allowance as set out in Item 9, of Table 2 of Part B per shift. Provided that this allowance shall also be paid in facilities where the Nurse Manager undertakes the functions usually carried out by a Nursing Unit Manager.
- (vii) (a) An employee who makes their services available and participates in an approved roster to provide emergency telephone counselling outside their normal rostered ordinary hours shall receive the payments prescribed in paragraphs (b), (c) and (d) of this subclause.
- (b) An employee rostered to be on call shall be paid the sum as set in Item 2 of Table 2 of Part B for each hour or part thereof with a minimum payment of eight hours at that rate. Provided that an employee rostered on call on rostered days off shall be paid the sum as set in Item 3, of Table 2 of Part B for each hour or part thereof with a minimum payment of eight hours at that rate.

- (c) If during such an on call period prescribed in paragraph (b) of this subclause an employee is required to provide telephone counselling to a client, such employee shall be entitled to the following payment in addition to the payment in the said paragraph (b):
  - 1. An employee on call for telephone counselling for up to 8 hours and is required to provide telephone counselling, such employee is to be paid one hour at ordinary rates (excluding penalties). If an employee receives more than one call to provide telephone counselling, no additional payment is to be made.
  - 2. An employee on call for telephone counselling for 8-16 hours and is required to provide telephone counseling, such employee is to be paid two hours at ordinary rates (excluding penalties). If an employee receives more than one call to provide telephone counselling, no additional payment is to be made.
  - 3. An employee on call for telephone counselling for 16-24 hours and is required to provide telephone counseling, such employee is to be paid three hours at ordinary rates (excluding penalties). If an employee receives more than one call to provide telephone counselling, no additional payment is to be made.
- (d) An employee called out during the period of on call shall be entitled to the prescriptions of clause 25, Overtime.
- (viii) An enrolled nurse employed in the central sterile supply department of a public hospital, in possession of a Sterilising Technology Certificate issued by the Sterilising Research and Advisory Council of Australia shall be paid an allowance as set out in Item 18 of Table 2 of Part B.

### **13. CONTINUING EDUCATION ALLOWANCE**

- (i) An employee employed in the classification of Registered Nurse (years 1 to 8), Nursing Unit Manager or Nurse Manager Grade 1 and Nurse Manager Grade 2, who holds a continuing education qualification in a clinical field, in addition to the qualification leading to registration, shall be paid a continuing education allowance subject to the following conditions set out below:
  - (a) the allowance is only payable where the qualification is accepted by the employer to be directly relevant to the competency and skills used by the nurse in the duties of the position;
  - (b) an employee holding more than one relevant qualification is only entitled to one allowance, being the allowance of the highest monetary value;
  - (c) the employee claiming entitlement to a qualification allowance must provide evidence to the employer that they hold that qualification.
- (ii) An employee who is employed in the classification of Nurse Manager Grade 3 and above who satisfies the employer that she/he is engaged in clinical work for more than 50% of her/his time shall be paid a continuing education allowance subject to the conditions set out in subclause (i) of this clause.
- (iii) Subject to the preceding provisions in subclauses (i) and (ii) of this clause, an employee who holds a post-graduate certificate (not including a hospital certificate) shall be paid an allowance of an amount set out in Item 20 of Table 2 – Other Rates and Allowances, of Part B, Monetary Rates.
- (iv) Subject to the preceding provisions in the said subclauses (i) and (ii), an employee who holds a post-graduate diploma or degree (other than an undergraduate nursing degree) shall be paid an allowance of an amount set out in Item 21 of the said Table 2.

- (v) Subject to the preceding provisions in the said subclauses (i) and (ii), an employee who holds a masters degree or doctorate shall be paid an allowance of an amount set out in Item 22 of the said Table 2.
- (vi) An enrolled nurse, who holds a relevant Certificate 4 continuing education qualification in a clinical field, in addition to the qualification leading to enrolment, shall be paid a continuing education allowance subject to the following conditions set out below:
  - (a) the allowance is only payable where the qualification is accepted by the employer to be directly relevant to the competency and skills used by the enrolled nurse in the duties of the position;
  - (b) an employee holding more than one relevant qualification is only entitled to one allowance, being the allowance of the highest monetary value;
  - (c) the employee claiming entitlement to a qualification allowance must provide evidence to the employer that they hold that qualification.
- (vii) Subject to the preceding provisions in subclause (vi) of this clause, an enrolled nurse who holds a Certificate 4 qualification shall be paid an allowance of an amount set out in Item 23 of the said Table 2.
- (viii) The above allowances are not to be included in the employee's ordinary rate of pay. The allowances are payable during periods of paid leave taken by an employee.
- (ix) Where a dispute arises concerning the eligibility for payment of a Continuing Education Allowance that is not resolved by the process contained in subclauses (i) to (iv) of clause 48, Disputes, of this Award, negotiations between the NSW Health Department and the Association must occur prior to referral to the Industrial Relations Commission for determination.

#### **14. CLIMATIC AND ISOLATION ALLOWANCES**

- (i) Subject to subclause (ii) of this clause, persons employed in public hospitals or public health organisations in places situated upon or to the west of a line drawn as herein specified shall be paid an allowance as set out in Item 10, of Table 2 of Part B per week, in addition to the salary to which they are otherwise entitled. The line shall be drawn as follows: commencing at Tocumwal and thence to the following towns in the order stated - namely Lockhart, Narrandera, Leeton, Peak Hill, Gilgandra, Dunedoo, Coolah, Boggabri, Inverell and Bonshaw.
- (ii) Persons employed in public hospitals or public health organisations in places situated upon or to the west of a line drawn as herein specified shall be paid an allowance as set out in the said Item 10 per week, in addition to the salary to which they are otherwise entitled. The line shall be drawn as follows: commencing at a point on the right bank of the Murray River opposite Swan Hill (Victoria), and then to the following towns in the order stated - namely, Hay, Hillston, Nyngan, Walgett, Collarenebri and Mungindi.
- (iii) Except for the computation of overtime the allowances prescribed by this clause shall be regarded as part of the salary for the purposes of this award.
- (iv) The allowances prescribed by this clause are not cumulative.
- (v) An employee who works less than 38 hours per week shall be entitled to the allowances prescribed by this clause in the same proportion as the average hours worked each week bears to thirty eight ordinary hours.

## 15. PENALTY RATES FOR SHIFT WORK AND WEEKEND WORK

- (i) Employees working afternoon or night shift shall be paid the following percentages in addition to the ordinary rate for such shift: Provided that employees who work less than 38 hours per week shall only be entitled to the additional rates where their shifts commence prior to 6am or finish subsequent to 6pm.

Afternoon shift commencing at 10am and before 1pm - 10%.

Afternoon shift commencing at 1pm and before 4pm - 12.5%.

Nightshift commencing at 4pm and before 4am – 15%.

Nightshift commencing at 4am and before 6am - 10%.

- (ii) "Ordinary rate" and "ordinary time" shall not include any percentage addition by reason of the fact that an employee works less than 38 hours per week.
- (iii) For the purpose of this clause day, afternoon and night shifts shall be defined as follows:

"Day shift" means a shift which commences at or after 6am and before 10am.

"Afternoon shift" means a shift which commences at or after 10am and before 4pm.

"Night shift" means a shift which commences at or after 4pm and before 6am on the day following.

- (iv) Employees whose ordinary working hours include work on a Saturday and/or Sunday, shall be paid for ordinary working hours worked between midnight on Friday and midnight on Saturday at the rate of time and one half and for ordinary hours worked between midnight on Saturday and midnight on Sunday at the rate of time and three quarters. These extra rates shall be in substitution for and not cumulative upon the shift premiums prescribed in the preceding subclause (i) of this clause.

The foregoing paragraph shall apply to employees who work less than 38 hours per week, but such employees shall not be entitled to be paid in addition any allowance prescribed by clause 29, Part-time, Casual and Temporary Employees, in respect of their employment between midnight on Friday and midnight on Sunday.

- (v) The additional payments prescribed by this clause shall not form part of the employee's ordinary pay for the purposes of this Award, except as provided in clause 30, Annual Leave.
- (vi) This clause shall not apply to Nurse Managers classified Grade 4 or above.

## 16. FARES AND EXPENSES

- (i) A trainee enrolled nurse sitting for an examination prescribed by the Board and required to travel from the home centre to an examination centre shall be paid by the employer all fares necessarily incurred in such travelling and, if it is reasonably necessary, for each student nurse or trainee enrolled nurse to sleep away from such home centre, the travelling allowance prescribed from time to time by clause 46 of the Public Sector Management (General) Regulation 1996 shall apply. "Home Centre" means the town in which is situated the public hospital at which such trainee enrolled nurse is employed.
- (ii) An employee required to travel in the performance of duty shall be reimbursed first-class fares (including sleeper accommodation) and all reasonable out-of-pocket expenses.
- (iii) (a) An employee who is engaged for an indefinite period and who remains in the employment for at least six months shall be reimbursed forward fares from the place

of engagement; provided that the distance of normal travel therefrom to the employment exceeds 40 kilometres.

- (b) An employee who is engaged for an indefinite period and who is dismissed within six months for any reason, other than misconduct or inefficiency shall be reimbursed forward fares from the place of engagement; provided that the distance of normal travel therefrom to the employment exceeds 40 kilometres and shall also be reimbursed return fares to such place of engagement or the employee's immediate destination whichever is the cheaper.
- (iv) An employee who is engaged for a definite period and who completes the period of engagement or who is dismissed before completing such period for any reason other than misconduct or inefficiency, shall be reimbursed forward fares from the place of engagement provided that the distance of normal travel therefrom to the employment exceeds 40 kilometres and shall be reimbursed return fares to such place of engagement or to the employee's immediate destination, whichever is the cheaper.
- (v) Subclauses (iii) and (iv) of this clause shall not apply to trainee enrolled nurses or to nurses travelling to a midwifery training school to enter upon midwifery training or to nurses travelling to a public hospital for post-graduate training.
- (vi) Fares within the meaning of this clause shall include only fares incurred in respect of travel within New South Wales.
- (vii) An employee who claims reimbursement of fares, pursuant to this clause, shall furnish to the employer, if so required, satisfactory proof that she or he has not received from another employer reimbursement in respect to those fares.

## 17. SPECIAL RATES AND CONDITIONS

- (i) In addition to the rates prescribed by clause 9, Salaries, the additional rates as set in Item 11, of Table 2 of Part B shall be payable to the undermentioned employees of the Tibooburra and Ivanhoe District Hospitals:-

Registered Nurses;  
Enrolled Nurses;  
Trainee Enrolled Nurses; or  
Assistants in Nursing.

**(NOTE:** These additional rates are compensation for overtime and adverse conditions.)

- (ii) In addition to the annual leave prescribed by clause 30, Annual Leave, the Director of Nursing and registered nurses at the Tibooburra District Hospital and Ivanhoe District Hospital shall be allowed seven days leave of absence annually on full pay.
- (iii) All nurses employed by the Corrections Health Service shall be paid a special environmental allowance as set out in item 11A of Table 2 of Part B. Such allowance shall be adjusted from time to time in accordance with any State Wage Case increase covering work-related allowances. Part time and Casual employees shall be paid this allowance on a pro rata basis. This allowance shall be considered as salary for all purposes of this award (including the calculation of overtime and penalty rates).

This allowance shall be treated as having been adjusted by relevant State Wage Case adjustments up to and including the *State Wage Case 2000 (2000) 97 IR 348*.

- (iv) All nurses employed by the Corrections Health Service shall be paid a productivity allowance as set out in item 11B of Table 2 of Part B. Such allowance shall be considered as salary for all purposes of this award (including the calculation of overtime and penalty rates), and shall

be adjusted from time to time in accordance with any general wage movements in this award. Part time and Casual employees shall be paid this allowance on a pro rata basis.

This allowance shall be treated as having been adjusted by relevant State Wage Case adjustments up to and including the State Wage Case 2000 (2000) 97 IR 348.

### **Air Ambulance Service**

- (v) In addition to the weekly rate of pay prescribed by Clause 9, Salaries, Flight Nurses shall receive the sum in Item 19 of Table 2 of Part B as an industry allowance. This allowance shall not form part of the normal wages in respect of overtime, shift penalties or penalties for weekends and public holidays. This allowance shall not be payable on annual leave, long service leave or sick leave.
- (vi) Reserve Duty Allowance – A Flight Nurse required to stand by at a country centre outside normal rostered hours shall be paid one-third of the normal hourly rate while so doing and while not engaged in actual duties.
- (vii) Unscheduled Stopovers - A Flight Nurse required to remain away from home overnight shall be provided with accommodation and full board of a reasonable standard which will be paid for by the Ambulance Service.
- (viii) Each five hours during a tour of duty only, a meal allowance, as set out in subclause (ix) below shall be paid unless a meal is provided.
- (ix) The value of payments for meals shall be varied in accordance with variations to Division 3 of the Public Sector Management (General) Regulation 1996. However, such allowance is to be the average of the allowances outlined for the meals specified.

### **18. TELEPHONE ALLOWANCE**

If an employee is required by his or her employer to have a telephone installed at his or her residence for the purposes of his or her employment, the employer shall be responsible for the payment of -

- (a) the cost of installation of the telephone
- (b) three quarters of the cost of the rental of that telephone
- (c) the cost of all official calls.

### **19. NURSES ON SECONDMENT**

Trainee Enrolled Nurses who are required to travel to a TAFE campus to attend the theoretical component of the Enrolled Nurse course or who are seconded on a full-time basis to another public hospital or public health organisation for purposes of training shall be granted conditions in accordance with Department of Health Policy Directive No. 2005\_444 dated 28 January 2005 (Circular No. 95/82), as amended from time to time.

### **20. MOBILITY, EXCESS FARES AND TRAVELLING**

For the purpose of this clause accustomed place of work shall mean the location where an employee is regularly required to commence duty by the employer.

- (i) An employee shall be required to proceed to the accustomed place of work and return home once on each ordinary working day or shift in the employee's own time and at the employee's own expense.
- (ii) (a) Where an employee is directed to report for duty to a place of work other than the

employee's accustomed place of work the employee shall travel to and from the alternative place of work in the employer's time for those periods in excess of time normally taken to travel to and from the accustomed place of work.

- (b) If the excess of travelling time on a particular day or shift is greater than the prescribed ordinary hours of duty for the particular category of staff for that day or shift, then the excess of hours, shall be paid at the ordinary rate of pay to the extent of the excess of travelling time.
  - (c) Fares incurred by such employee in excess of the fares normally incurred in travelling to the employee's accustomed place of work and returning home from the accustomed place of work, shall be reimbursed.
  - (d) Where the employee is required to report to an alternative place of work and has the prior approval of the employer to travel by his/her own mode of conveyance, the employee shall be paid a kilometre allowance for kilometres travelled in excess of the kilometres the employee normally travels between the accustomed place of work and home. The kilometre allowance will be as prescribed from time to time by Clause 50 of the Public Sector Management (General) Regulation 1996.
- (iii)
- (a) Where an employer has determined that an employee or employees should report to a new accustomed place of work on a permanent basis, the decision must be discussed with the affected employee(s) and the local branch of the relevant union(s) prior to notice of changed accustomed place of work being given. An employer shall only make such a determination where it is reasonable in all the circumstances to do so.
  - (b) The employer shall give the employee reasonable notice of the requirement to report to a new accustomed place of work. For the purpose of this sub-clause, "reasonable notice" shall be one calendar month prior to the date the employee is first required to report to the new accustomed place of work.
  - (c) Where the accustomed place of work is changed on a permanent basis by the employer, the employee shall report to the new accustomed place of work on the date specified by the employer.
  - (d) If there is disagreement about such decision after such discussion or if a significant number of employees are involved, the matter should be referred to the Department of Health, which will discuss the matter with the appropriate union(s) and will determine the date upon which notice will be given to employee(s).
- (iv)
- (a) The provision of this clause shall not apply to an employee appointed to regularly perform relief duties or to employees specifically employed to perform duties at more than one place of work except as provided in (b) hereunder.
  - (b) If a reliever incurs fares in excess of the amount as set in Item 12 of Table 2 - Other Rates and Allowances per day in travelling to and from the relief site, the excess shall be reimbursed.
  - (c) Where a reliever, with the prior approval of the employer, travels by his/her own mode of conveyance and incurs travelling costs in excess of the amount as set in Item 12 per day to and from the relief site, such excess shall be reimbursed. The rate applicable shall be the kilometre allowance prescribed from time to time by Clause 50 of the Public Sector Management (General) Regulation 1996 less the said amount. This amount shall be reviewed annually by the Corporation.
- (v) No payment shall be made under this clause unless the employer is satisfied that the employee has incurred additional expenditure in having to report to an alternative place of work, at the direction of the employer.

- (vi) Travel to an alternative place of work, either by public transport or own mode of conveyance, shall in all instances be by the most direct route.

## **21. CAR ALLOWANCE**

An employee who, with the approval of the Chief Executive Officer or his/her nominee, uses on official business a motor vehicle maintained primarily for other than official business, shall be paid an allowance based on the rates prescribed by the Department's Transport Allowance in force from time to time.

## **22. PROVISION OF COMMUNICATION DEVICE**

An employee who is required to visit clients away from a secure working environment shall, during the performance of such duties, be provided with a suitable and effective communication device. The provision of this equipment is intended to improve service delivery, together with enhancing the safety and wellbeing of the employee.

## **23. UNIFORM AND LAUNDRY ALLOWANCES**

- (i) Subject to subclause (ii) of this clause, sufficient, suitable and serviceable uniforms, including one pair of shoes per annum which shall be of a recognised acceptable standard for the performance of nursing duties, shall be supplied free of cost to each employee required to wear a uniform. An employee to whom a new uniform or part of a uniform has been issued who, without good reason, fails to return the corresponding article last supplied shall not be entitled to have such article replaced without payment therefore at a reasonable price.
- (ii) An employee, on leaving the service of an employer, shall return any uniform or part thereof supplied by that employer which is still in use immediately prior to leaving.
- (iii)
  - (a) In lieu of supplying uniforms and shoes to an employee, an employer shall pay the said employee the sum as set in Item 13 of Table 2 of Part B per week, which includes a sum as set in the said Item 13 per week for shoes. Provided, however, that if a uniform includes a cardigan or jacket an additional amount as set in the said Item 13 per week shall also be paid.
  - (b) In lieu of supplying stockings to a female employee an employer shall pay the said employee the sum as set in the said Item 13 per week.
  - (c) In lieu of supplying socks to an employee, an employer shall pay the said employee the sum as set in the said Item 13 per week.
  - (d) The allowances prescribed in this subclause continue to be payable during any period of paid leave.
- (iv)
  - (a) If, in any public hospital or public health organisation, the uniforms of an employee are not laundered at the expense of the employer, an allowance as set out in Item 14, of Table 2 of Part B per week shall be paid to the said employee. Provided that this allowance is not payable during any period of leave which exceeds one continuous week.
  - (b) This allowance is also payable to employees providing direct clinical care and who are not required to wear a uniform.
- (v) Where the employer requires any employee to wear headgear, the employer shall provide headgear free of charge to the employee.
- (vi) Each employee whose duties regularly require them to work out of doors shall be supplied with a suitable waterproof coat, hat and overboots. Sufficient waterproof clothing shall be



made available for use by other employees who in the course of their duties are exposed to wet weather.

(vi) The Ambulance Service shall provide for each employee sufficient suitable and serviceable uniforms, including the following articles of clothing:

(a) For female employees:

- 1 Uniform Jacket
- 3 Culotte Mid-weight Skirts
- 2 Winter weight Cullotte Skirts
- 3 Slacks
- 4 Blouses (2 long sleeve, 2 short sleeve)
- 1 Pair of Shoes
- 1 Handbag
- 1 Cardigan
- 1 raincoat
- 1 Parka

(b) For male employees – The equivalent items of clothing of the NSW Ambulance Service officers uniform shall be provided.

#### **24. HIGHER GRADE DUTY**

- (i) An employee who is called upon to relieve an employee in a higher classification or is called upon to act in a vacant position of a higher classification shall be entitled to receive for the period of relief or the period during which he/she so acts the minimum payment for such higher classification.
- (ii) The provisions of subclause (i) of this clause shall not apply where the employee of the higher classification is off duty pursuant to clause 7, Hours of Work and Free Time of Directors of Nursing and Area Managers, Nurse Education, except in so far as a Director of Nursing accumulates days off for a continuous period of one week or more or when an employee in a higher grade is absent from duty by reason of his/her additional day off duty as a consequence of working a 38 hour week.

#### **25. OVERTIME**

- (i) (a) Subject to paragraph (b) of this subclause an employer may require an employee to work reasonable overtime.
- (b) An employee may refuse to work overtime in circumstances where the working of such overtime would result in the employee working hours which are unreasonable.
- (c) For the purposes of paragraph (b), what is unreasonable or otherwise will be determined having regard to:
  - (i) any risk to employee health and safety;
  - (ii) the employee's personal circumstances including any family and carer responsibilities;
  - (iii) the needs of the workplace or enterprise;
  - (iv) the notice (if any) given by the employer of the overtime and by the employee of his or her intention to refuse it; and
  - (v) any other relevant matter.

- (ii) (a) Subject to paragraph (b) of this subclause all time worked by employees in excess of the rostered daily ordinary hours of work shall be overtime and shall be paid for at the rate of time and one half for the first two hours and double time thereafter in respect of each overtime shift worked or in respect of overtime worked prior to or at the conclusion of a normal shift. Provided that overtime worked on Sundays shall be paid for at the rate of double time and on public holidays at the rate of double time and one half.
- (b) Employees employed pursuant to Part 1 of Clause 29, Part Time, Casual and Temporary Employees, (ie. Permanent Part-Time Employees) shall be entitled to payment for overtime in accordance with the arrangements set out in Department of Health Policy Directive No. PD2005\_439 dated 28 January 2005 (Circular No. 94/121), as amended from time to time. Overtime shall be paid for at the rate of time and one half for the first two hours and double time thereafter except that on Sundays such overtime shall be paid for at the rate of double time and on public holidays at the rate of double time and one half.
- (iii) An employee recalled to work overtime after leaving the employer's premises shall be paid for a minimum of four hours work at the appropriate rate each time so recalled. If the work required is completed in less than four hours, the employee shall be released from duty.
- (iv) In lieu of the conditions specified in subclauses (ii) and (iii) of this clause, a nurse who works overtime may be compensated by way of time off in lieu of overtime, subject to the following requirements:
  - (a) Time off in lieu must be taken within three months of it being accrued at ordinary rates.
  - (b) Where it is not possible for a nurse to take the time off in lieu within the three month period, it is to be paid out at the appropriate overtime rate based on the rates of pay applying at the time payment is made.
  - (c) Nurses cannot be compelled to take time off in lieu of overtime.
  - (d) Time off in lieu of overtime should only be considered as an option in those circumstances where the employer is able to provide adequate replacement staff to ensure that the level of quality of service that would otherwise have been provided had overtime been worked, is in fact provided.
  - (e) Records of all time off in lieu owing to nurses and taken by nurses must be maintained.
- (v) An employee required to work overtime following on the completion of his or her normal shift for more than two hours shall be allowed twenty minutes for the partaking of a meal and a further twenty minutes after each subsequent four hours overtime; all such time shall be counted as time worked. Provided that the benefits of this subclause shall not apply to an employee employed pursuant to Part 1 of clause 29, Part-Time, Casual and Temporary Employees, until the expiration of the normal shift for a majority of the full-time employees employed on that shift in the ward or section concerned.
- (vi) An employee recalled to work overtime after leaving the employer's premises and who is required to work for more than four hours shall be allowed twenty minutes for the partaking of a meal and further twenty minutes after each subsequent four hours overtime; all such time shall be counted as time worked.
- (vii) (a) The meals referred to in subclause (v) and (vi) of this clause shall be allowed to the employee free of charge. Where the employer is unable to provide such meals, an allowance per meal as calculated hereunder shall be paid to the employee concerned.

- (b) The value of payments for meals shall be varied in accordance with variations to Division 3 of the Public Sector Management (General) Regulation 1996. However, such allowance is to be the average of the allowances outlined for the 3 meals specified.
- (viii) Where an employee is required to work an overtime shift on his or her rostered day off, the appropriate meal breaks for that shift, as prescribed by clause 4, Hours of Work and Free Time of Employees other than Directors of Nursing, shall apply.
- (ix) An employee who works so much overtime:
  - (a) between the termination of his or her ordinary work on any day or shift and the commencement of his or her ordinary work on the next day or shift that he or she has not had at least ten consecutive hours off duty between these times; or
  - (b) on a Saturday, a Sunday and a holiday, not being ordinary working days, or on a rostered day off without having had ten consecutive hours off duty in the twenty-four hours preceding his or her ordinary commencing time on his or her next day or shift; shall, subject to this subclause, be released after completion of such overtime until he or she has had ten consecutive hours off duty without loss of pay for ordinary working time occurring during such absence. If on the instruction of the employer such an employee resumes or continues to work without having had such ten consecutive hours off duty he or she shall be paid at double rates until released from duty for such period and he or she then shall be entitled to be absent until he or she has had ten consecutive hours off duty without loss of pay for ordinary working time occurring during such absence.
  - (c) The requirement for an employee to have at least ten consecutive hours off duty before or after overtime shall be reduced to eight hours in the following circumstances:
    - (i) Where the employee and local nursing management have agreed to an eight hour break between each rostered shift;
    - (ii) Where an employee has exchanged the shift rostered before or after the overtime period with another employee.
  - (d) Periods rostered on-call or periods attracting the prescriptions of paragraph (c) of subclause (vii) of clause 10, Special Allowances regarding telephone counselling are to be regarded as forming part of the ten consecutive hours off duty pursuant to paragraphs (a) and (b) of this sub-clause.
- (x) Where an employee has been rostered to work overtime and is subsequently notified by the employer with less than 24 hours notice that the overtime has been cancelled, the employee shall be entitled to payment of four hours pay at ordinary time, ie. at the employee's base rate of pay.
- (xi) This clause shall not apply to Nurse Managers classified at Grade 4 or above, except where all of the following criteria are met:
  - (a) the Nurse Manager is employed in a small public hospital that does not employ Nurse Managers to supervise the nursing services on evenings, nights and/or weekends; and
  - (b) the Nurse Manager is required to work overtime due to the public hospital having insufficient nursing staff available to be rostered on duty at the relevant time; and
  - (c) the Nurse Manager is required to work overtime in order to personally provide "hands on" clinical care of patients.

## **26. ESCORT DUTY**

- (i) Periods during which an employee, other than a Director of Nursing, is engaged in nursing duties, viz., in attendance on a patient, shall be paid as working time under this award. Where applicable, overtime shall be payable.
- (ii) All reasonable out of pocket expenses shall be reimbursed.
- (iii) Rostered time shall be paid as such even though an employee may be travelling, in hotel/motel accommodation or waiting for transport.
- (iv) In respect of non-rostered time not spent in nursing duties:
  - (a) Periods in hotel/motel accommodation or waiting time for transport shall not be counted as working time;
  - (b) Periods in travelling shall count as working time.

## **27. PAYMENT AND PARTICULARS OF SALARIES**

- (i) All salaries and other payments shall be paid fortnightly provided that payment for any overtime and/or shift penalties worked may be deferred to the pay day next following the completion of the working cycle within which such overtime and or shift penalties is worked, but for no longer. Provided further that any proposal to alter the day on which wages are to be paid or the number of days pay kept in hand by the employer, must be the subject of consultation with the Head Office of the Association.
- (ii) Employees shall have their salary paid into one account with a bank or other financial institution in New South Wales as nominated by the employee. Salaries shall be deposited by the employer in sufficient time to ensure that wages are available for withdrawal by employees by no later than payday, provided that this requirement shall not apply where employees nominate accounts with non-bank financial institutions which lack the technological or other facilities to process salary deposits within 24 hours of the employer making their deposits with such financial institutions but in such cases the employer shall take all reasonable steps to ensure that the wages of such employees are available for withdrawal by no later than payday.
- (iii) Notwithstanding the provisions of subclause (ii) of this clause, an employee who has given or has been given the required notice of termination of employment, in accordance with clause 41, Termination of Employment, shall be paid all monies due to him/her prior to ceasing duty on the last day of employment. Where an employee is summarily dismissed or his/her services are terminated without due notice, any monies due to him/her shall be paid as soon as possible after such dismissal or termination but in any case not more than three days thereafter.
- (iv) On each payday an employee, in respect of the payment then due, shall be furnished with a written statement containing the following particulars; namely, name, the amount of ordinary salary, the total number of hours of overtime worked, if any, the amount of any overtime payment, the amount of any other monies paid and the purpose for which they are paid, and the amount of the deductions made from the total earnings and the nature thereof.

## **28. REGISTRATION OR ENROLMENT PENDING**

- (i) A student nurse or trainee enrolled nurse who has passed the examination prescribed by the Board, completed the course of training and applied for registration or enrolment shall, upon registration or enrolment, be paid as from the date of application for registration or enrolment the salary to which she or he would have been entitled if registered or enrolled.

- (ii) A nurse or enrolled nurse who has trained outside New South Wales shall be paid as a registered nurse or enrolled nurse as and from the date she or he is notified that she or he is eligible for registration or enrolment as a registered nurse or enrolled nurse provided that she or he makes application for registration within seven days after being so notified.

## **29. PART-TIME, CASUAL AND TEMPORARY EMPLOYEES**

### **PART I - PERMANENT PART-TIME EMPLOYEES**

- (i) A permanent part-time employee is one who is permanently appointed by a public hospital or public health organisation to work a specified number of hours which are less than those prescribed for a full-time employee. Provided that employers must not utilise this provision in a manner which has the effect of subverting the intentions of the 38-hour week arrangements whereby full-time employees work on no more than 19 days in each 28 day roster cycle.
- (ii) The number of persons employed under Part 1 of this clause shall be limited so that the proportion of a public hospital's permanent part-time nursing workforce, expressed in full-time equivalents, shall not exceed 33 1/3 per cent of the public hospital's total nursing workforce, expressed in full-time equivalents. Provided that where the consent of the Association is first obtained, the figure of 33 1/3 per cent permanent part-time employees may be exceeded. Should the Association not consent to a higher percentage of permanent part-time employees at a public hospital, resort may be had to the dispute settling procedures provided for in clause 48, Disputes. The parties agree that they will take account of the Government's flexible work practices policy.
- (iii) Subject to subclause (iv) of this clause employees engaged under Part 1 of this clause shall be paid an hourly rate calculated on the basis of one thirty-eighth of the appropriate rate prescribed by clause 8, Salaries, with a minimum payment of 2 hours for each start, and one thirty-eighth of the appropriate allowances prescribed by clause 19, Uniform and Laundry Allowances, but shall not be entitled to an additional day off or part thereof as prescribed by subclauses (iii) and (v) of Clause 4, Hours of Work and Free Time of Employees other than Directors of Nursing and Area Managers, Nurse Education.
- (iv) Four weeks annual leave on ordinary pay is to be granted on completion of each twelve months service, The provisions of subclauses (v) to (xi) of clause 30, Annual Leave, and clause 31, Annual Leave Loading, shall apply to employees engaged under Part 1 of this clause. The remaining provisions of clause 30 shall not apply.
- (v) A public holiday occurring on an ordinary working day shall be allowed to employees without loss of pay; provided that an employee who is required to and does work on a public holiday shall have one day or one half day, as appropriate, added to his/her period of annual leave and be paid at the rate of one half time extra for the time actually worked. Such payment is in lieu of any additional rate for shift work or weekend work which would otherwise be payable had the day not been a public holiday. In lieu of adding to annual leave under this paragraph an employee may elect to be paid for the time actually worked at the rate of time and one half in addition to his/her ordinary weekly rate. Where payment is made in lieu of leave in respect of time worked on a public holiday, payment shall be made for a minimum of 4 hours work, and any balance of the day or shift not worked shall be paid at ordinary rates. For employees who work less than five days per week, when a public holiday occurs on a day of the week on which an employee regularly works, that employee shall be entitled to observe the public holiday without loss of pay, ie. the employee's roster must not be changed to avoid payment of the public holiday.
- (vi) To the leave prescribed by subclause (iv) of this Part there shall be added one working day for each public holiday or one-half working day for each half public holiday which occurs on what would have been an ordinary working day during a period of annual leave.

- (vii) For the purpose of this Part of this clause the following are to be public holidays, viz., New Year's Day, Australia Day, Good Friday, Easter Saturday, Easter Monday, Anzac Day, Queen's Birthday, Local Labour Day, Christmas Day, Boxing Day and any other day duly proclaimed and observed as a public holiday within the area in which the employee's usual workplace is situated.
- (viii) In addition to those public holidays prescribed in subclause (vii) of this Part, there shall be an extra public holiday each year. Such public holiday will occur on the August Bank Holiday or a date which is determined by the public hospital or public health organisation following consultation with the Association. This subclause shall apply in substitution for any additional local public holiday or half public holiday proclaimed in a local government area.
- (ix) In this Part, ordinary pay, for the purposes of sick leave and annual leave, shall be calculated on the basis of the average weekly ordinary hours worked over the 12 months' qualifying period.
- (x) Employees engaged under this Part shall be entitled to all other benefits of this award not otherwise expressly provided for herein in the same proportion as their ordinary hours of work bear to full-time hours.
- (xi) Where a permanent part-time employee has been rostered to work any additional shift and is subsequently notified by the employer with less than 24 hours notice that the shift has been cancelled, the employee shall be entitled to payment of four hours pay at ordinary time, ie. at the employee's base rate of pay.

## **PART II - CASUAL EMPLOYEES**

### **A. General Provisions**

- (i) A casual employee is one engaged on an hourly basis otherwise than as a permanent part-time or full-time employee.
- (ii) A casual employee shall be paid an hourly rate calculated on the basis of one thirty-eighth of the appropriate rate, prescribed by clause 9, Salaries, plus 10 per centum thereof, with a minimum payment of 2 hours for each start, and one thirty-eighth of the appropriate allowances prescribed by clause 19, Uniform and Laundry Allowances.
- (iii) With respect to a casual employee the provisions of clause 41, Deputy Directors of Nursing, Assistant Directors of Nursing; clause 7, Hours of Work and Free time of Directors of Nursing and Area Managers, Nurse Education; clause 25, Overtime; clause 30, Annual Leave; clause 16, Fares and Expenses; clause 20, Mobility, Excess Fares and Traveling, Clause 55, Learning and Development Leave and sub-clause (vii) of clause 38, Accommodation and Board, shall not apply.  
  
Further, casual employees shall not be entitled to an additional day off or part thereof as prescribed by subclauses (iii) and (v) of clause 4, Hours of Work and Free Time of Employees Other Than Directors of Nursing and Area Managers, Nurse Education.
- (iv) For the entitlement to payment in respect of annual leave, see *Annual Holidays Act, 1944*.
- (v) A casual employee who is required to and does work on a public holiday as defined in subclauses (iii) and (iv) of clause 30, Annual Leave, shall be paid for the time actually worked at the rate of double time and one-half such payment being in lieu of weekend or shift allowances which would otherwise be payable had the day not been a public holiday; provided that a casual employee shall not be entitled to be paid in addition the allowance of 10 per centum prescribed in subclause (ii) of Part III in respect of such work.
- (vi) Where a casual employee has been notified by an employer of a time to commence an engagement and that engagement is subsequently cancelled by the employer with less than

2 hours notice the casual employee must be paid a minimum payment of 2 hours calculated at the rate which would have applied had the cancellation not occurred.

- (vii) A casual employee must not be required to work more than 12 consecutive hours unless the casual employee consents to do so.

## **B. Casual Conversion**

- (i) The objective of this subclause B, Casual Conversion, is for the employer to take all reasonable steps to provide its employees with secure employment by maximising the number of permanent positions in the employer's workforce, in particular by ensuring that casual employees have an opportunity to elect to become full-time or part-time employees. These provisions arise from the Secure Employment Test Case 2006.
- (ii) A casual employee engaged by a particular employer on a regular and systematic basis for a sequence of periods of employment under this Award during a calendar period of six months shall thereafter have the right to elect to have his or her ongoing contract of employment converted to permanent full-time employment or part-time employment if the employment is to continue beyond the conversion process prescribed by this subclause.
- (iii) Every employer of such a casual employee shall give the employee notice in writing of the provisions of this sub-clause within four weeks of the employee having attained such period of six months. However, the employee retains his or her right of election under this subclause if the employer fails to comply with this notice requirement.
- (iv) Any casual employee who has a right to elect under paragraph (ii), upon receiving notice under paragraph (iii) or after the expiry of the time for giving such notice, may give four weeks' notice in writing to the employer that he or she seeks to elect to convert his or her ongoing contract of employment to full-time or part-time employment, and within four weeks of receiving such notice from the employee, the employer shall consent to or refuse the election, but shall not unreasonably so refuse. Where an employer refuses an election to convert, the reasons for doing so shall be fully stated and discussed with the employee concerned, and a genuine attempt shall be made to reach agreement. Any dispute about a refusal of an election to convert an ongoing contract of employment shall be dealt with as far as practicable and with expedition through the disputes settlement procedure.
- (v) Any casual employee who does not, within four weeks of receiving written notice from the employer, elect to convert his or her ongoing contract of employment to full-time employment or part-time employment will be deemed to have elected against any such conversion.
- (vi) Once a casual employee has elected to become and been converted to a full-time employee or a part-time employee, the employee may only revert to casual employment by written agreement with the employer.
- (vii) If a casual employee has elected to have his or her contract of employment converted to full-time or part-time employment in accordance with paragraph (iv), the employer and employee shall, in accordance with this paragraph, and subject to paragraph (iv), discuss and agree upon:
  - (a) whether the employee will convert to full-time or part-time employment; and
  - (b) if it is agreed that the employee will become a part-time employee, the number of hours and the pattern of hours that will be worked either consistent with any other part-time employment provisions of this award or pursuant to a part time work agreement made under Chapter 2, Part 5 of the Industrial Relations Act 1996 (NSW);

Provided that an employee who has worked on a full-time basis throughout the period of casual employment has the right to elect to convert his or her contract of employment to full-

time employment and an employee who has worked on a part-time basis during the period of casual employment has the right to elect to convert his or her contract of employment to part-time employment, on the basis of the same number of hours and times of work as previously worked, unless other arrangements are agreed between the employer and the employee.

- (viii) Following an agreement being reached pursuant to paragraph (vii), the employee shall convert to full-time or part-time employment. If there is any dispute about the arrangements to apply to an employee converting from casual employment to full-time or part-time employment, it shall be dealt with as far as practicable and with expedition through the disputes settlement procedure.
- (ix) An employee must not be engaged and re-engaged, dismissed or replaced in order to avoid any obligation under this subclause.

### **PART III - TEMPORARY EMPLOYEES**

- (i) A temporary employee is one engaged for a set period not exceeding 13 weeks, provided that fixed term contracts of employment, whether for periods greater or lesser than 13 weeks, must not be offered in preference to ongoing contracts unless they are necessary to meet the genuine operational requirements of the employer, which may include but not be limited to parental leave, limited term funding arrangements, long term leave relief, forthcoming service reductions, and anticipated peak demand times.
- (ii) A temporary employee shall be paid in addition to all rates and allowances to which the said employee is entitled under this award, an allowance equal to 10 per centum of the rates prescribed for his or her classification by clause 8, Salaries, of this award, provided that this subclause shall cease to apply upon:
  - (a) the said period of engagement being extended after the said period of 13 weeks;
  - (b) the employer and the employee agreeing during the said period of 13 weeks, that the employee shall be employed on a permanent part-time or full-time basis.
- (iii) For entitlement to payment in respect of annual leave, see *Annual Holidays Act, 1944*.

### **PART IV - SAVINGS PROVISIONS**

- (i) Employees engaged as part-time employees as at 30 June 1986 shall be entitled to exercise the option of receiving the benefits of employment specified in Part 1 of this clause or in lieu thereof the following:
- (ii) Such part-time employee shall be paid an hourly rate calculated on the basis of one thirty-eighth of the appropriate rate prescribed by clause 9, Salaries, plus 10 per centum thereof with a minimum payment of two hours for each start, and one thirty-eighth of the appropriate allowance prescribed by clause 23, Uniform and Laundry Allowances.
- (iii) With respect to such part-time employees, the provisions of clause 41, Deputy Directors of Nursing, Assistant Directors of Nursing; clause 7, Hours of Work and Free Time of Directors of Nursing and Area Managers, Nurse Education; clause 25, Overtime; clause 30, Annual Leave; clause 16, Fares and Expenses; clause 20, Mobility, Excess Fares and Travelling and subclause (vii) of clause 38, Accommodation and Board, of this award shall not apply. Further, part-time employees shall not be entitled to an additional day off or part thereof as prescribed by subclauses (iii) and (v) of clause 4, Hours of Work and Free Time of Employees Other Than Director of Nursing and Area Managers, Nurse Education.
- (iv) For entitlement to payment in respect of annual leave, see *Annual Holidays Act, 1944*.



- (v) Such part-time employee who is required to and does work on a public holiday as defined in subclause (iii) and (iv) of clause 30, Annual Leave, shall be paid for the time actually worked at the rate of double time and one half such payment being in lieu of weekend or shift allowances which would otherwise be payable had the day not been a public holiday; Provided that a part-time employee shall not be entitled to be paid in addition the allowance of 10 per cent prescribed in subclause (ii) of this Part in respect of such work.
- (vi) The provisions of subclauses (i) and (ii) of clause 33, Long Service Leave of this award shall not apply to such part-time employees who shall be entitled to long service leave in accordance with the provisions of the *Long Service Leave Act, 1955*.

### **30. ANNUAL LEAVE**

- (i) Annual leave on full pay is to be granted on completion of each twelve months' service as follows:
  - (a) Employees required to work on a 7 day basis - 6 weeks annual leave.
  - (b) All other employees - 4 weeks annual leave.
- (ii) (a) An employee to whom paragraph (a) of subclause (i) applies and who is required to and does work on a public holiday shall be paid, in addition to the appropriate ordinary weekly rate of pay, at the rate of one half time extra for the time actually worked on such holiday. Such payment shall be in lieu of any additional rate for shift work or weekend work which would otherwise be payable had the day not been a public holiday.
- (b) To leave prescribed by paragraph (a) of subclause (i) there shall be added one working day or one half working day for each special public holiday or half public holiday (not being one of the 10 specifically named public holidays prescribed by subclause (iii) of this clause, or a special day proclaimed in lieu of any of them) which may occur during the qualifying period for annual leave or during the period of annual leave.
- (c) A public holiday occurring on an ordinary working day shall be allowed to employees covered by paragraph (b) of subclause (i) on full pay; provided that an employee who is required to and does work on a public holiday shall have one day or one half day, as appropriate, added to his/her period of annual leave and be paid at the rate of one half time extra for the time actually worked. Such payment is in lieu of any additional rate for shift work or weekend work which would otherwise be payable had the day not been a public holiday.
 

In lieu of adding to annual leave under this paragraph an employee may elect to be paid for the time actually worked at the rate of time and one half in addition to his/her ordinary weekly rate. Where payment is made in lieu of leave in respect of the time worked on a public holiday, payment shall be made for a minimum of 4 hours work, and any balance of the day or shift not worked shall be paid at ordinary rates.
- (d) Where a public holiday falls on a rostered day off of a shift worker as defined in clause 3, Definitions, and who receives four weeks annual leave in accordance with paragraph (b) of subclause (i) of this clause, such shift worker shall be paid one day's pay in addition to the weekly rate or if the employee so elects shall have one day added to the period of annual leave.
- (e) To the leave prescribed by paragraph (b) of subclause (i) there shall be added one working day for each public holiday or one half working day of each half public holiday which occurs on what would have been an ordinary working day during a period of annual leave; provided that in the case of a shift worker referred to in paragraph (d) of this subclause the provisions of this paragraph shall apply to any public holiday falling

during the period of annual leave.

- (iii) For the purpose of this subclause the following are to be public holidays viz., New Years Day, Australia Day, Good Friday, Easter Saturday, Easter Monday, Anzac Day, Queen's Birthday, local Labor Day, Christmas Day, Boxing Day and any other day duly proclaimed and observed as a public holiday within the area in which the employee's usual workplace is situated.
- (iv) In addition to those public holidays prescribed in subclause (iii) of this clause, employees are entitled to an extra public holiday each year. Such public holiday will occur on a day between Christmas Day and New Year's Day as determined by the employer following consultation with the Association. This subclause shall apply in substitution for any additional local public holiday or half public holiday proclaimed in a local government area.
- (v) An employee shall be eligible for annual leave when 12 months have elapsed since the date on which the first annual leave would have begun if taken immediately it had become due, or if the employee has not previously had annual leave, since the commencement of employment.
- (vi) Annual leave shall be given and taken either in one consecutive period or two periods, or if the employer and employee so agree, in either two, three, or four separate periods but not otherwise. Provided that up to five single days per year may be taken at times convenient to both the employer and the employee.
- (vii)
  - (a) Annual leave shall be given and shall be taken within a period of 6 months after the date when the right to annual leave accrued; provided that the giving and taking of such leave may be postponed, by mutual agreement between the parties for a further period not exceeding 6 months.
  - (b) Nothing in this subclause shall prevent an employer by agreement with the employee, from allowing annual leave to an employee before the right thereto has accrued but where leave is taken in such a case a further period of annual leave will not commence to accrue until the expiration of the 12 months in respect of which annual leave was taken before it accrued.
  - (c) The employer shall give each employee, where practicable, 3 months notice of the date upon which he or she shall enter upon leave and in any event, such notice shall not be less than 28 days.
- (viii)
  - (a) Each employee before going on leave shall be paid for the period of the leave at the ordinary rate of salary to which he or she is entitled under this award.
  - (b) For the purpose of this subclause "ordinary rate of salary" means the award salary without any deduction for accommodation and/or board, provided that the employer is entitled to make such deduction for accommodation as is authorised by clause 38, Accommodation and Board, of this award, if the employee, having been requested by the employer to leave his or her room completely vacant during the period of annual leave, fails to do so.
  - (c) An employee to whom paragraph (a) of subclause (i) applies shall be paid during the first 28 consecutive days whilst on annual leave his or her ordinary rate of salary plus shift allowances and weekend penalties relating to ordinary time the employee would have worked if he or she had not been on annual leave. Additional annual leave accrued under subclause (xi) attracts shift allowances and weekend penalties relating to ordinary time the employee would have worked if he or she had not been on annual leave.

Provided that, the provisions of the preceding paragraphs of this subclause shall not apply to public holidays which occur during a period of annual leave or days which

have been added to annual leave in accordance with paragraph (b) of subclause (ii) and subclause (iv) of this clause.

- (ix) Except as provided in subclause (x) and (xi) of this clause payment for annual leave shall not be made or accepted in lieu of annual leave.
- (x) Where the employment of an employee is terminated, the employee shall be entitled to receive, in addition to all other amounts due, in respect of service of less than one year an amount equal to one twelfth (6/46ths in respect of employees rostered to work on a 7 day basis) of his or her ordinary pay for that period of employment together with payment for any days added to annual leave in accordance with subclause (ii) of this clause and in calculating such payment no deduction is to be made for accommodation or board. Provided that this subclause shall not apply to an employee who elects to transfer his or her leave entitlement in accordance with Department of Health Policy Directive No. PD2005\_099 dated 25 January 2005 (Circular No. 96/71), as amended from time to time, dealing with public sector staff mobility.
- (xi) (a) In addition to the leave prescribed by subclause (i) employees who work their ordinary hours on Sundays and/or public holidays are entitled to receive additional annual leave as follows:

<b>Number of ordinary shifts worked on Sundays and/or public holidays during qualifying period of employment for annual leave purposes.</b>	<b>Additional Annual Leave</b>
4 to 10	1 day
11 to 17	2 days
18 to 24	3 days
25 to 31	4 days
32 or more	5 days

provided that an employee may elect to be paid when proceeding on annual leave an amount equivalent to the value of his or her additional leave entitlement in lieu of taking the additional annual leave. Such election is to be made in writing by the employee at the commencement of each year of employment and is irrevocable during the currency of that year of employment.

- (b) On termination of employment, employees are to be paid for untaken annual leave due under this subclause together with payment for any leave in respect of an uncompleted year of employment calculated in accordance with this subclause together with payment for any untaken leave due in accordance with subclause (x). Provided that this subclause shall not apply to an employee who elects to transfer his or her leave entitlement in accordance with Department of Health Policy Directive No. PD2005\_099 dated 25 January 2005 (Circular No. 96/71), as amended from time to time, dealing with public sector staff mobility.

### **31. ANNUAL LEAVE LOADING**

Employees shall be paid an annual leave loading in accordance with the Department Circular No. 82/14 of 11.1.1982, as amended from time to time.

### **32. FAMILY AND COMMUNITY SERVICES LEAVE AND PERSONAL/CARERS' LEAVE**

- (i) Family and Community Services ('FACS') Leave and Personal/Carer's Leave are separate, stand alone entitlements.
- (ii) FACS Leave and Personal/Carer's Leave are available to all part time and full time employees covered by this Award in accordance with Parts A, B and D of this clause.

- (iii) FACS Leave and Personal/Carer's Leave are available to all casual employees covered by this Award in accordance with Part C of this clause.

**A FACS Leave**

(iv) **FACS leave - general**

- (a) For the purpose of this clause relating to FACS Leave:

“relative” means a person related by blood, marriage or affinity;

“affinity” means a relationship that one spouse because of marriage has to blood relatives of the other; and

“household” means a family group living in the same domestic dwelling.

- (b) The appropriate Chief Executive or authorised delegate may grant FACS Leave to an employee:

- (1) to provide care and/or support for sick members of the employee's relatives or household; or
- (2) for reasons related to the family responsibilities of the employee (e.g. to arrange and or attend a funeral of a relative; to accompany a relative to a medical appointment where there is an element of emergency; parent/teacher meetings; education week activities; to meet elder-care requirements of a relative); or
- (3) for reasons related to the performance of community service by the employee (e.g. in matters relating to citizenship; to office holders in local government, other than as a mayor, for attendance at meetings, conferences or other associated duties; representing Australia or the State in major amateur sport other than in Olympic/Commonwealth Games); or
- (4) in a case of pressing necessity (e.g. where an employee is unable to attend work because of adverse weather conditions which either prevent attendance or threaten life or property; the illness of a relative; where a child carer is unable to look after their charge).

- (v) FACS Leave replaces Compassionate Leave.

- (vi) An employee is not to be granted FACS Leave for attendance at court to answer a criminal charge, unless the Chief Executive or authorised delegate approves the grant of leave in the particular case.

Applications for FACS Leave to attend court, for reasons other than criminal charges, will be assessed on an individual basis.

(vii) **FACS leave – entitlement**

- (a) The maximum amount of FACS Leave on full pay that may be granted to an employee is:

- 3 working days during the first year of service, commencing on and from 1 January 1995, and thereafter 6 working days in any period of 2 years; or
- 1 working day, on a cumulative basis effective from 1 January 1995, for each year of service after 2 years' continuous service, minus any period of FACS Leave already taken by the employee since 1 January 1995,

whichever method provides the greater entitlement.

- (b) For the purposes of calculating entitlement, a working day for employees working an average of 38 hours per week in each roster cycle shall be deemed to consist of 8 hours. The rate at which FACS Leave is paid out and utilised shall be on actual hours absent from the rostered shift.
- (c) FACS Leave is available to part-time employees on a pro rata basis.

(viii) **Additional FACS leave for bereavement purposes**

Where FACS leave has been exhausted, additional FACS leave of up to 2 days for bereavement may be granted on a discrete, "per occasion" basis to an employee on the death of a relative or member of a household as defined in subclause (iv)(a) of this clause.

(ix) **Use of other leave entitlements**

The appropriate Chief Executive or authorised delegate may grant an employee other leave entitlements for reasons related to family responsibilities, or community service, by the employee.

An employee may elect, with the consent of the employer, to take annual leave; long service leave; or leave without pay.

**B Personal/Carer's Leave**

(x) **Use of sick leave to care for the person concerned – definitions**

A person who needs the employee's care and support is referred to as the "person concerned" and is:

- (a) a spouse of the employee; or
- (b) a de facto spouse, who, in relation to a person, is a person of the opposite sex to the first mentioned person who lives with the first mentioned person as the husband or wife of that person on a bona fide domestic basis although not legally married to that person; or
- (c) 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 spouse of the employee; or
- (d) a same sex partner who lives with the employee as the de facto partner of that employee on a bona fide domestic basis; or
- (e) a relative of the employee who is a member of the same household, where for the purpose of this clause relating to Personal/Carer's Leave:

"relative" means a person related by blood, marriage or affinity;

"affinity" means a relationship that one spouse because of marriage has to blood relatives of the other; and

"household" means a family group living in the same domestic dwelling.

(xi) **Use of sick leave to care for the person concerned – entitlement**

- (a) The entitlement to use sick leave in accordance with this subclause is subject to the

employee being responsible for the care and support of the person concerned; and the person concerned being as defined in subclause (x) of this clause.

- (b) An employee covered by the provisions of this clause with responsibilities in relation to a person who needs their care and support shall be entitled to use the untaken sick leave, from that year's annual sick leave entitlement, to provide care and support for such persons when they are ill.
- (c) Sick leave accumulates from year to year. In addition to the current year's grant of sick leave available under (b) above, sick leave untaken from the previous 3 years may also be accessed by an employee with responsibilities in relation to a person who needs their care and support.
- (d) The Chief Executive or authorised delegate may, in special circumstances, make a grant of additional sick leave. This grant can only be taken from sick leave untaken prior to the period referred to in subclause (c) above.
- (e) The employee shall, if required, establish either by production of a medical certificate or statutory declaration, that the illness of the person concerned is such as to require care by another person.
- (f) The employee has the right to choose the method by which the ground for leave is established, that is, by production of either a medical certificate or statutory declaration.
- (g) The employee is not required to state the exact nature of the relevant illness on either a medical certificate or statutory declaration.
- (h) The employee shall, wherever practicable, give the employer notice prior to the absence of the intention to take leave, the name of the person requiring care and that person's relationship to the employee, the reasons for taking such leave and the estimated length of absence. If it is not practicable for the employee to give prior notice of absence, the employee shall notify the employer by telephone of such absence at the first opportunity on the day of absence.
- (i) In normal circumstances, the employee must not take leave under this subclause where another person has taken leave to care for the same person.

(xii) **Use of other leave entitlements**

An employee may elect, with the consent of the employer, to take:

- (a) annual leave, including annual leave not exceeding ten days in single-day periods, or part thereof, in any calendar year at a time or times agreed by the parties. An employee and employer may agree to defer payment of the annual leave loading in respect of single day absences until at least five consecutive annual leave days are taken.
- (b) an employee may elect with the employer's agreement to take annual leave at any time within a period of 24 months from the date at which it falls due;
- (c) long service leave; or
- (d) leave without pay for the purpose of providing care and support to the person concerned as defined in subclause (x) above.

**C Casual Employee Entitlements**

(xiii) **Bereavement entitlements for casual employees**

- (a) Casual employees are entitled to not be available to attend work, or to leave work upon the death in Australia of a person prescribed in subclause (iv)(a) of this clause.
- (b) The employer and the employee shall agree on the period for which the employee will be entitled to not be available to attend work. In the absence of agreement, the employee is entitled to not be available to attend work for up to 48 hours (i.e. two days) per occasion. The casual employee is not entitled to any payment for the period of non-attendance.
- (c) An employer must not fail to re-engage a casual employee because the employee accessed the entitlements provided for in this clause. The rights of an employer to engage or not engage a casual employee are otherwise not affected.

**(xiv) Personal carers entitlement for casual employees**

- (a) Subject to the evidentiary and notice requirements in subclauses (xi)(e)-(h) casual employees are entitled to not be available to attend work, or to leave work if they need to care for a person prescribed in subclause (x) of this clause who is sick and requires care and support, or who require care due to an unexpected emergency or the birth of a child.
- (b) The employer and the employee shall agree on the period for which the employee will be entitled to not be available to attend work. In the absence of agreement, the employee is entitled to not be available to attend work for up to 48 hours (i.e. two days) per occasion. The casual employee is not entitled to any payment for the period of non-attendance.
- (c) An employer must not fail to re-engage a casual employee because the employee accessed the entitlements provided for in this clause. The rights of an employer to engage or not to engage a casual employee are otherwise not affected.

**D Flexible Work Practice Alternatives to Using FACS or Personal/Carer's Leave**

**(xv) Time off in lieu of payment of overtime to care for the person concerned**

- (a) An employee may elect, with the consent of the employer, to take time off in lieu of payment of overtime at a time or times agreed with the employer within 12 months of the said election, to care for the person concerned, as defined in sub-clause (x) above.
- (b) Overtime taken as time off during ordinary time shall be taken at the ordinary time rate, that is, one hour off for each hour of overtime worked.
- (c) If, having elected to take time as leave in accordance with (xv)(a) above, the leave is not taken for whatever reason, payment for time accrued at overtime rates shall be made at the expiry of the twelve month period from the date the overtime was worked, or earlier by agreement, or on termination.
- (d) Where no election is made in accordance with paragraph (xv)(a) above, the employee shall be paid overtime rates in accordance with the provisions of clause 25, Overtime.

**(xvi) Use of make-up time**

- (a) An employee may elect, with the consent of the employer, to work "make-up time". "Make-up time" is worked when the employee takes time off during ordinary hours for family or community service responsibilities, and works those hours at another time, during the spread of ordinary hours provided for in clauses 4, 5 and 7 of this Award, at the ordinary rate of pay.
- (b) An employee on shift work may elect, with the consent of the employer, to work "make-up time" (under which the employee takes time off during ordinary hours and works those

hours at another time) at the applicable shift work rate under clause 15 of this Award to the hours taken off.

### 33. LONG SERVICE LEAVE

- (i) (a) Each employee shall be entitled to two months long service leave on full pay after ten years service; thereafter additional long service leave shall accrue on the basis of five months long service leave on full pay for each ten years service.

Employees with at least seven years service are entitled, proportionate to their length of service, to a period of long service leave on the basis of two months' long service leave for ten years' service on full pay.

- (b) Where the services of an employee with at least five years service and less than seven years service are terminated by the employer for any reason other than the employee's serious and wilful misconduct, or by the employee, on account of illness, incapacity or domestic or other pressing necessity, he/she shall be entitled to be paid a proportionate amount for long service leave on the basis of two months' long service leave for ten years' service.

Where the services of an employee with at least seven years service are terminated by the employer or by the employee, he or she shall be entitled to be paid a proportionate amount for long service leave on the basis of two months' long service leave for ten years service.

- (ii) For the purposes of subclause (i) of this clause-

- (a) "Service" shall mean service:

- (1) as a full time and/or permanent part time employee in one or more hospitals or area health services;

and

- (2) as a full time and/or permanent part time employee with any authority as prescribed in the *Transferred Officers Extended Leave Act 1961*, as amended. In this instance, such service must meet the provisions of transfer prescribed in that Act.

- (b) Service shall not include-

- (1) any period of leave without pay except in the case of employees who have completed at least ten years service (any period of absence without pay being excluded therefrom) in which case service shall include any period of leave without pay not exceeding six months taken after the 12 March 1975;

- (2) any period of part-time service arising from service under Part IV, Savings Provisions, of clause 29, Part-time Casual and Temporary Employees, except as provided for in subclause (x).

- (iii) An employee with an entitlement to long service leave, may elect to access their entitlement:

- (a) on full pay, or
- (b) on half pay, or
- (c) on double pay.

- (iv) When an employee elects to access their long service leave entitlement the following amounts of long service leave are to be deducted from the employee's long service leave entitlement:



- (a) for each period of long service leave taken on full pay – the number of days so taken,
- (b) for each period of long service leave taken on half pay – half the number of days so taken,
- (c) for each period of long service leave taken on double pay – twice the number of days so taken. This election is made on the basis that superannuation contributions for an employee who is a member of the State Authorities Superannuation Scheme or the State Superannuation Scheme will only be made for the period of the long service leave actually taken, i.e. contributions will be made at the single time rate.

It is emphasised that the accessing of long service leave on the basis of either (a), (b) or (c) above is made by the employee's voluntary election.

- (v) If a public holiday occurs while an employee is taking long service leave, and but for the taking of the long service leave the employee would have worked, the amount of long service leave to be deducted is to be reduced by the public holiday.
- (vi) Long service leave shall be taken at a time mutually arranged between the employer and employee.
- (vii) When a licensed private hospital becomes a public hospital and an employee of the private hospital thereupon is employed by the public hospital such employee, for the purpose of calculating service for long service leave shall be deemed to have served in the industry of nursing for a period equal to 75 per cent of the actual continuous service with the employer in the private hospital immediately prior to the hospital becoming a public hospital.
- (viii) Full pay shall mean the award salary without any deduction for accommodation and/or board; provided that an employer shall be entitled to make such deduction for accommodation as is authorised by clause 38, Accommodation and Board, if the employee having been requested by the employer to leave his or her room completely vacant during the period of long service leave, fails to do so.
- (ix)
  - (a) On the termination of employment of an employee otherwise than by his or her death, an employer shall pay to the employee the monetary value of all long service leave accrued and not taken at the date of such termination, unless the employee elects to transfer his or her leave entitlement in accordance with Department of Health Policy Directive No. PD2005\_099 dated 25 January 2005 (Circular No 96/71, as amended from time to time).
  - (b) Where an employee who has acquired a right to long service leave, or after having had five years of service and less than ten years service, dies, the widow or the widower of such employee or if there is no such widow or widower the children of such employee or if there is no widow, widower or children, such person who, in the opinion of the employer, was at the time of the death of such officer, a dependant relative of such employee, shall be entitled to receive the monetary value of the leave not taken or which would have accrued to such employee had his or her services been terminated as referred to in paragraph (b) of subclause (i) of this clause and such monetary value shall be determined according to the salary payable to the employee at the time of his or her death. Where there is a guardian of any children entitled under this paragraph the payment to which such children are entitled may be made to such guardian for their maintenance, education and advancement. Where there is no person entitled under this paragraph to receive the monetary value of any leave payable under the foregoing provisions payment in respect thereof shall be made to the legal personal representative of such officer.
- (x) An employee shall be entitled to have previous part-time service which is the equivalent of at least two full days' duty per week taken into account for long service leave purposes in conjunction with full-time or permanent part-time service on the basis of the proportion that the actual number of hours worked each week bears to 38 hours, provided that the part-time service merges without break with the subsequent full-time or permanent part-time service.

- (xi) All employees employed under Part I – Permanent Part-Time Employees of Clause 29, Part-Time, Casual and Temporary Employees of this Award, will have such service counted for accrual of long service leave entitlement after 30 June, 1986. Such service shall include the average of all hours worked (excluding overtime) in each year of service or part thereof and include paid leave taken; in any year or part thereof in which leave without pay is taken, the period of leave without pay shall not be included for the purposes of the averaging calculation.

This calculation shall be carried out for each year of service on the employee's anniversary date of employment, and an appropriate entry made into the employees records.

However, in recognition that data on the number of hours worked (excluding overtime) may not exist for all the periods of service after 30 June 1986, if there is a lack of data the employer is to calculate the long service leave entitlement as follows:

- (a) In the first instance, Health Services should utilise all existing records to determine the average of all hours worked (excluding overtime) and including paid leave taken for each year of service;
- (b) If the data to determine the number of hours worked (excluding overtime) is not available prior to the employee's 2000/2001 anniversary date, Health Services are to calculate the long service leave entitlement on the basis of the average of all hours worked (excluding overtime) in each year of service, and including paid leave taken since the employee's 2000/2001 anniversary date.

The resultant average of hours worked per week from application of (a) or (b) above will then be applied over the employee's total period of employment after 30 June, 1986 for which data does not exist to form the basis for calculating payment for the long service leave to be taken by the employee for this period. In this situation the employer shall consult with the employee regarding the lack of data prior to making a final decision that the data does not exist. In any event, for the purpose of this calculation the resultant average of all hours worked is to be no less than the employee's contracted hours for each year of service.

Entitlement and calculation for any period of employment prior to 30 June 1986 shall be determined according to subclause (x) of this clause.

- (xii) Except as provided for in subclause (xiii) of this clause, rights to long service leave under this clause shall be in replacement of rights to long service leave, if any, which at 12 March 1975, may have accrued or may be accruing to an employee and shall apply only to persons in the employ of the employer on or after 12 March 1975. Where an employee has been granted long service leave or has been paid its monetary value prior to 12 March, 1975, the employer shall be entitled to debit such leave against any leave to which the employee may be entitled pursuant to this clause.

- (xiii) The following provisions apply only to employees employed in a hospital as at 12 March 1975:

- (a) An employee who -
- (i) has had service in a hospital, to which clause 14, Climatic and Isolation Allowances, applies, prior to 12 March 1975, or
- (ii) is employed in a hospital, to which clause 14, Climatic and Isolation Allowances, applies as at 12 March 1975:

shall be granted long service leave in accordance with the long service leave provisions in force prior to 12 March, 1975, in lieu of the provisions provided by

this award where such benefits are more favourable to the employee.

(b) An employee employed -

- (i) on a part time basis as at 12 March 1975, may be allowed long service leave in accordance with the long service leave provisions in force prior to 12 March 1975, in lieu of the provisions of the *Long Service Leave Act, 1955*, as provided for in subclause (x) of this clause;
- (ii) on a full time basis as at 12 March 1975 but who has had prior part time service may be allowed to continue to be granted long service leave in accordance with the long service leave provisions in force prior to 12 March 1975, in lieu of the provisions provided by this award where such benefits are more favourable to the employee.

(xiv) Employees employed under Part II – Casual Employees, Part III – Temporary Employees and Part IV – Savings Provisions of Clause 29, Part Time, Casual, and temporary Employees are entitled to accrue long service leave under the provisions of the *Long Service Leave Act 1955*, as amended, subject to meeting the provisions of that Act.

#### **34. MATERNITY, ADOPTION AND PARENTAL LEAVE**

- (i) All eligible employees covered by this Award are entitled to the provisions of this clause other than part time employees who receive a part time loading as prescribed by Part IV – Savings Provisions of clause 29 of this Award (known as “old part time”), and casual employees.
- (ii) Part time employees who receive a part time loading as prescribed by Part IV – Savings Provisions of clause 29 of this Award (known as “old part time”) and casual employees are entitled to parental leave in accordance with the provisions of Part 4, Parental Leave, of the Industrial Relations Act, 1996. The following provisions shall also apply in addition to those set out in the Industrial Relations Act 1996 (NSW).
  - (a) An employer must not fail to re-engage a regular casual employee (see section 53(2) of the Act) because:

- the employee or employee's spouse is pregnant; or
- the employee is or has been immediately absent on parental leave.

The rights of an employer in relation to engagement and re-engagement of casual employees are not affected, other than in accordance with this clause.

(b) Part time employees who receive a part time loading as prescribed by Part IV – Savings Provisions of clause 29 of this Award are entitled to the provisions of Part D Right to Request and Part E Communication During Leave of this clause.

(iii) Liability for Superannuation Contributions

During a period of unpaid maternity, adoption or parental leave, the employee will not be required to meet the employer's superannuation liability.

##### **A Maternity Leave**

(i) **Eligibility for Paid Maternity Leave -**

To be eligible for paid maternity leave a full time or permanent part time employee must have completed at least 40 weeks continuous service prior to the expected date of birth.

An employee who has once met the conditions for paid maternity leave will not be required to work again the 40 weeks continuous service in order to qualify for a further period of paid maternity leave, unless;

- (a) there has been a break in service where the employee has been re-employed or re-appointed after a resignation, medical retirement, or after her services have been otherwise dispensed with; or
- (b) the employee has completed a period of leave without pay of more than 40 weeks. In this context, leave without pay does not include sick leave without pay, maternity leave without pay, or leave without pay associated with an illness or injury compensable under the Workers' Compensation Act, 1987.

**(ii) Portability of Service for Paid Maternity Leave -**

Portability of service for paid maternity leave involves the recognition of service in public sector organisations for the purpose of determining an employee's eligibility to receive paid maternity leave. For example, where an employee moves between a public sector department and a public hospital, previous continuous service will be counted towards the service prerequisite for paid maternity leave.

When determining an employee's eligibility for paid maternity leave, continuous service with an organisation that is part of the public sector service as defined in the Public Sector Employment and Management Act 2002 will be recognised, provided that:

- (a) service was on a full-time or permanent part-time basis;
- (b) cessation of service with the former employer was not by reason of dismissal on any ground, except retrenchment or reduction of work;
- (c) the employee commences duty with the new employer on the next working day after ceasing employment with the former employer (there may be a break in service of up to two months before commencing duty with the new employer provided that the new position was secured before ceasing duty with the former employer. However, such a break in service will not be counted as service for the purpose of calculating any prior service prerequisite for paid maternity leave.

**(iii) Entitlement to Paid Maternity Leave -**

- (a) An eligible employee is entitled to fourteen weeks at the ordinary rate of pay from the date maternity leave commences. This leave may commence up to fourteen weeks prior to the expected date of birth.

It is not compulsory for an employee to take this period off work. However, if an employee decides to work during the nine weeks prior to the expected date of birth it is subject to the employee being able to perform satisfactorily the full range of normal duties.

Paid maternity leave may be paid:

- on a normal fortnightly basis; or
- in advance in a lump sum; or
- at the rate of half pay over a period of twenty-eight weeks on a regular fortnightly basis.

Annual and/or long service leave credits can be combined with periods of maternity leave on half pay to enable an employee to remain on full pay for that

period.

(iv) **Unpaid Maternity Leave -**

(a) Full time and permanent part time employees who are entitled to paid maternity leave are entitled to a further period of unpaid maternity leave of not more than 12 months after the actual date of birth.

(b) Full time and permanent part time employees who are not eligible for paid maternity leave are entitled to unpaid maternity leave of not more than 12 months.

(c) Full time and permanent part time employees may also apply for additional unpaid maternity leave as provided for in subclause (i)(b) of Part D Right to Request of this clause.

(v) **Applications -**

An employee who intends to proceed on maternity leave should formally notify her employer of such intention as early as possible, so that arrangements associated with her absence can be made.

Written notice of not less than eight weeks prior to the commencement of the leave should accordingly be given. This notice must include a medical certificate stating the expected date of birth and should also indicate the period of leave desired.

(vi) **Variation after Commencement of Leave -**

After commencing maternity leave, an employee may vary the period of her maternity leave, once without the consent of her employer and otherwise with the consent of her employer. A minimum of fourteen days' notice must be given, although an employer may accept less notice if convenient.

The conditions relating to variation of maternity leave are derived from Section 64 of the Industrial Relations Act 1996.

(vii) **Staffing Provisions -**

In accordance with obligations established by the Section 69 of the Industrial Relations Act 1996, any person who occupies the position of an employee on maternity leave must be informed that the employee has the right to return to her former position. Additionally, since an employee has the right to vary the period of her maternity leave, offers of temporary employment should be in writing, stating clearly the temporary nature of the contract of employment. The duration of employment should be also set down clearly; to a fixed date or until the employee elects to return to duty, whichever occurs first.

(viii) **Effect of Maternity Leave on Accrual of Leave, Increments etc.**

When the employee has resumed duties, any period of full pay leave is counted in full for the accrual of annual leave, sick leave and long service leave and any period of maternity leave on half pay is taken into account to the extent of one half thereof when determining the accrual of annual leave, sick leave and long service leave.

Except in the case of employees who have completed ten years' service the period of maternity leave without pay does not count as service for long service leave purposes. Where the employee has completed ten years' service the period of maternity leave without pay shall count as service provided such leave does not exceed six months.

Maternity leave without pay does not count as service for incremental purposes. Periods of maternity leave at full pay and at half pay are to be regarded as service for incremental progression on a pro-rata basis.

Where public holidays occur during the period of paid maternity leave, payment is at the rate of maternity leave received i.e., public holidays occurring in a period of full pay maternity leave are paid at full rate and those occurring during a period of half pay leave are paid at half rate.

(ix) **Illness Associated with Pregnancy -**

If, because of an illness associated with her pregnancy an employee is unable to continue to work then she can elect to use any available paid leave (sick, annual and/or long service leave) or to take sick leave without pay.

Where an employee is entitled to paid maternity leave, but because of illness, is on sick, annual, long service leave, or sick leave without pay prior to the birth, such leave ceases nine weeks prior to the expected date of birth. The employee then commences maternity leave with the normal provisions applying.

(x) **Transfer to a More Suitable Position -**

Where, because of an illness or risk associated with her pregnancy, an employee cannot carry out the duties of her position, an employer is obliged, as far as practicable, to provide employment in some other position that she is able to satisfactorily perform. This obligation arises from section 70 of the Industrial Relations Act 1996. A position to which an employee is transferred under these circumstances must be as close as possible in status and salary to her substantive position.

(xi) **Miscarriages -**

In the event of a miscarriage any absence from work is to be covered by the current sick leave provisions

(xii) **Stillbirth -**

In the case of a stillbirth, (as classified by the Registry of Births, Deaths and Marriages) an employee may elect to take sick leave, subject to production of a medical certificate, or maternity leave. She may resume duty at any time provided she produces a doctor's certificate as to her fitness.

(xiii) **Effect of Premature Birth on Payment of Maternity Leave -**

An employee who gives birth prematurely, and prior to proceeding on maternity leave shall be treated as being on maternity leave from the date leave is commenced to have the child. Should an employee return to duty during the period of paid maternity leave, such paid leave ceases from the date duties are resumed.

(xiv) **Right to Return to Previous Position -**

In accordance with the obligations set out in section 66 of the Industrial Relations Act, 1996 an employee returning from maternity leave has the right to resume her former position.

Where this position no longer exists the employee is entitled to be placed in a position nearest in status and salary to that of her former position and for which the employee is capable or qualified.

(xv) **Further Pregnancy While on Maternity Leave -**

Where an employee becomes pregnant whilst on maternity leave a further period of maternity leave shall be granted. If an employee enters on the second period of maternity leave during the currency of the initial period of maternity leave, then any residual maternity leave from the initial entitlement ceases.

An employee who commences a subsequent period of maternity leave while on unpaid maternity leave under subclause (iv)(a) of Part A of this clause or subclause (i)(b) of Part D of this clause is entitled to be paid at their normal rate (ie the rate at which they were paid before proceeding on maternity leave).

An employee who commences a subsequent period of maternity leave during the first 12 months of a return to duty for less than full time hours as provided under subclause (i)(c) of Part D of this clause is entitled to be paid at their substantive full time rate for the subsequent period of maternity leave.

An employee who commences a subsequent period of maternity leave more than 12 months after returning to duty for less than full time hours under subclause (i)(c) of Part D of this clause, will be entitled to paid maternity leave for the subsequent period of maternity leave at their part time rate.

**B Adoption Leave**

(i) **Eligibility -**

All full time and permanent part time employees who are adopting a child and are to be the primary care giver of the child are eligible for unpaid adoption leave.

To be eligible for paid adoption leave a full time or permanent part time employee must also have completed at least 40 weeks continuous service prior to the date of taking custody of the child.

An employee who has once met the conditions of paid adoption leave, will not be required to again work the 40 weeks continuous service in order to qualify for further periods of paid adoption leave, unless;

- (a) there has been a break in service where the employee has been re-employed or re-appointed after a resignation, medical retirement, or after their services have been otherwise dispensed with; or
- (b) the employee has completed a period of leave without pay of more than 40 weeks. In this context, leave without pay does not include sick leave without pay, maternity leave without pay, or leave without pay associated with an illness or injury compensable under the Workers Compensation Act, 1987.

(ii) **Entitlement -**

(a) **Paid Adoption Leave -**

Eligible employees are entitled to paid adoption leave of fourteen weeks at the ordinary rate of pay from and including the date of taking custody of the child.

Paid adoption leave may be paid:-

- on a normal fortnightly basis; or
- in advance in a lump sum; or
- at the rate of half pay over a period of twenty-eight weeks on a regular fortnightly basis.

Annual and/or long service leave credits can be combined with periods of adoption leave at half pay to enable an employee to remain on full pay for that period.

**(b) Unpaid Adoption Leave -**

Eligible employees are entitled to unpaid adoption leave as follows:

- where the child is under the age of 12 months - a period of not more than 12 months from the date of taking custody;
- where the child is over the age of 12 months - a period of up to 12 months, such period to be agreed upon by both the employee and the employer.

**(iii) Applications -**

Due to the fact that an employee may be given little notice of the date of taking custody of a child, employees who believe that, in the reasonably near future, they will take custody of a child, should formally notify the employer as early as practicable of the intention to take adoption leave. This will allow arrangements associated with the adoption leave to be made.

**(iv) Variation after Commencement of Leave -**

After commencing adoption leave, an employee may vary the period of leave, once without the consent of the employer and otherwise with the consent of the employer. A minimum of fourteen days' notice must be given, although an employer may accept less notice if convenient.

**(v) Portability of Service for Paid Adoption Leave -**

As per maternity leave conditions.

**(vi) Staffing Provisions -**

As per maternity leave conditions.

**(vii) Effect of Adoption Leave on Accrual of Leave, Increments, etc**

As per maternity leave conditions.

**(viii) Right to return to previous position -**

As per maternity leave conditions.

**C Parental Leave -**

**(i) Eligibility**

To be eligible for parental leave a full time or permanent part time employee must have completed at least 40 weeks continuous service prior to the expected date of birth or to the date of taking custody of the child.

An employee who has once met the conditions for paid parental leave will not be required to again work the 40 weeks continuous service in order to qualify for a further period of paid parental leave, unless:

- (a) there has been a break in service where the employee has been re-employed or re-appointed after a resignation, medical retirement, or after their services



have been otherwise dispensed with; or

- (b) the employee has completed a period of leave without pay of more than 40 weeks. In this context, leave without pay does not include sick leave without pay, maternity leave without pay, or leave without pay associated with an illness or injury compensable under the Workers' Compensation Act 1987.

(ii) **Portability of Service for Paid Parental Leave**

As per maternity leave conditions.

(iii) **Entitlements**

Eligible employees whose spouse or partner (including a same sex partner) is pregnant or is taking custody of a child are entitled to a period of leave not exceeding 52 weeks which includes one week of paid leave, and may be taken as follows:

- (a) an unbroken period of up to one week at the time of the birth of the child, taking custody of the child or other termination of the pregnancy (short parental leave); and
- (b) a further unbroken period in order to be the primary caregiver of the child (extended parental leave).
- (c) The entitlement of one weeks' paid leave may be taken at anytime within the 52 week period and shall be paid:
  - at the employee's ordinary rate of pay for a period not exceeding one week on full pay; or
  - two weeks at half pay or the period of parental leave taken, whichever is the lesser period.

Annual and/or long service leave credits can be combined with periods of parental leave on half pay to enable an employee to remain on full pay for that period.

- (d) Extended parental leave cannot be taken at the same time as the employee's spouse or partner is on maternity or adoption leave except as provided for in subclause (i)(a) of Part D Right to Request of this clause.

(iv) **Applications**

An employee who intends to proceed on parental leave should formally notify their employer of such intention as early as possible, so that arrangements associated with their absence can be made.

- (a) In the case of extended parental leave, the employee should give written notice of the intention to take the leave.
- (b) The employee must, at least four weeks before proceeding on leave, give written notice of the dates on which they propose to start and end the period of leave, although it is recognised in situations of taking custody of a child, little or no notice may be provided to the employee. In such an instance, the employee should notify the employer as early as practicable.
- (c) The employee must, before the start of leave, provide a certificate from a medical practitioner confirming that their spouse or partner is pregnant and the expected date of birth, or in the case of an adoption, an official form or notification on taking custody of the child.

- (d) In the case of extended parental leave, the employee must, before the start of leave, provide a statutory declaration by the employee stating:
  - (i) if applicable, the period of any maternity leave sought or taken by his spouse, and
  - (ii) that they are seeking the period of extended parental leave to become the primary care giver of the child.

(v) **Variation after Commencement of Leave**

After commencing parental leave, an employee may vary the period of her/his parental leave, once without the consent of the employer and otherwise with the consent of the employer. A minimum of fourteen days' notice must be given, although an employer may accept less notice if convenient.

(vi) **Effect of Parental Leave on Accrual of Leave, Increments etc.**

As per maternity leave conditions.

(vii) **Right to return to Previous Position**

As per maternity leave conditions.

**D Right to Request**

- (i) An employee entitled to maternity, adoption or parental leave may request the employer to allow the employee:
  - (a) to extend the period of simultaneous maternity, adoption or parental leave use up to a maximum of eight weeks;
  - (b) to extend the period of unpaid maternity, adoption or extended parental leave taken for a further continuous period of leave not exceeding 12 months;
  - (c) to return to duty for less than the full time hours they previously worked by taking weekly leave without pay.

to assist the employee in reconciling work and parental responsibilities.

- (ii) The employer shall consider the request having regard to the employee's circumstances and, provided the request is genuinely based on the employee's parental responsibilities, may only refuse the request on reasonable grounds related to the effect on the workplace or the employer's business. Such grounds might include cost, lack of adequate replacement staff, loss of efficiency and the impact on customer service.
- (iii) The employee's request and the employer's decision made under (i)(b) and (c) must be recorded in writing.
- (iv) Where an employee wishes to make a request under subclause (i)(c):
  - (a) the employee is to make an application for leave without pay to reduce their full time weekly hours of work
  - (b) such application must be made as early as possible to enable the employer to make suitable staffing arrangements. At least four weeks notice must be given.
  - (c) all requests are to be considered having regard to the terms of Department of

Health Policy Directive No. PD2005\_154 dated 25 January 2005 (Circular No. 99/66), as amended from time to time.

- (d) Salary and other conditions of employment are to be adjusted on a basis proportionate to the employee's full time hours of work ie for long service leave the period of service is to be converted to the full time equivalent, and credited accordingly.
- (e) It should be noted that employees who return from maternity, adoption or parental leave under this arrangement remain full time employees. Therefore the payment of any part time allowance to such employees does not arise.

#### **E Communication During Leave**

- (i) Where an employee is on maternity, adoption or parental leave and a definite decision has been made to introduce significant change at the workplace, the employer shall take reasonable steps to:
  - (a) make information available in relation to any significant effect the change will have on the status or responsibility level of the position the employee held before commencing the leave; and
  - (b) provide an opportunity for the employee to discuss any significant effect the change will have on the status or responsibility level of the position the employee held before commencing leave.
- (ii) The employee shall take reasonable steps to inform the employer about any significant matter that will affect the employee's decision regarding the duration of leave to be taken, whether the employee intends to return to work and whether the employee intends to request to return to work on a part-time basis.
- (iii) The employee shall also notify the employer of changes of address or other contact details which might affect the employer's capacity to comply with subclause (i).

#### **35. MILITARY LEAVE**

Employees shall be granted military leave in accordance with Department of Health Policy Directive No. PD2005\_372 dated 27 January 2005 (Circular No. 2004/48), as amended from time to time.

#### **36. REPATRIATION LEAVE**

Ex-servicemen/women shall be granted repatriation leave in accordance with Department of Health Policy Directive No. PD2005\_559 dated 21 March 2005 (General Instruction No. 1732), as amended from time to time.

#### **37. SICK LEAVE**

- (i) Subject to the following limitation and conditions an employee shall be entitled to sick leave on full pay calculated by allowing 76 rostered ordinary hours of work for each year of continuous service less any sick leave on full pay already taken:
  - (a) An employee shall not be entitled to sick leave until after three months continuous service.
  - (b) An employee shall not be entitled to sick leave on full pay for any period in respect of which such employee is entitled to accident pay, or workers' compensation; provided, however that where an employee is not in receipt of accident pay, an employer shall

pay to an employee, who has sick leave entitlements under this clause, the difference between the amount received as workers compensation and full pay.

The employee's sick leave entitlement under this clause shall, for each week during which such difference is paid, be reduced by the proportion of hours which the difference bears to full pay. On the expiration of available sick leave, weekly compensation payments only shall be payable.

- (c) All periods of sickness shall be certified to by the Medical Superintendent or Director of Nursing of the employer or by the employee's own legally qualified medical practitioner or dentist. The employer may dispense with the requirement of a medical certificate where the absence does not exceed 2 consecutive days or where, in the employer's opinion, the circumstances are such as not to warrant such requirement.
  - (d) Each employee shall, as soon as reasonably practicable and in any case within 24 hours of the commencement of such absence, inform the employer of his or her inability to attend for duty and as far as possible state the nature of the injury or illness and the estimated duration of the absence.
  - (e) Where an employee is absent on sick leave for a total of 10 working days in any one year of service and has no sick leave entitlement carried over from previous years, that employee will continue to be paid for an additional 4 hours even though no sick leave credit might exist. Such additional payment will not affect the subsequent year's sick leave entitlement, ie. it is "special sick leave", not "sick leave in advance" (see Department of Health Policy Directives Nos. PD2005\_560 and PD2005\_561 dated 22 March 2005 [Circulars Nos. 89/111 and 95/17] as amended from time to time).
- (ii) The employer shall not change the rostered hours of an employee fixed by the roster or rosters applicable to the fourteen days immediately following the commencement of sick leave merely by reason of the fact that she or he is on sick leave.
  - (iii) For the purpose of this clause "Service" means service in the industry of nursing.
  - (iv) For the purpose of this clause continuity of service in the industry of nursing shall not be broken by:
    - (a) absences from such industry on account of illness;
    - (b) periods of absences from such industry immediately following termination of employment, in respect of which employment a pro rata payment has been made for annual leave or long service leave, but not exceeding the period the employee would have been required to work to earn as salary an amount equal to such pro rata payment;
    - (c) absence from such industry for the purpose of pursuing a post-graduate course in nursing (ie a course which results in obtaining a certificate, diploma or qualification) whether in Australia or elsewhere; and where the course is pursued outside Australia an employee shall be deemed to be absent for the purpose of pursuing the course throughout the time reasonably occupied travelling to the place of study and return to Australia, the actual duration of the course, a period of three months after completion of the course and before returning to Australia and a period of one month after returning to Australia;
    - (d) any reasonable absence from the industry occasioned by an employee transferring from one employer to another in such industry but not exceeding 28 days on any one occasion;
    - (e) periods of employment nursing in hospitals in New South Wales other than the hospitals covered by this Award and in the Canberra Community Hospital and Woden

Valley Hospital; provided that this period of absence shall not be counted as service for the purpose of calculating sick leave.

- (v) Part Time Employees: a part time employee shall be entitled to sick leave in the same proportion of the seventy six hours as the average weekly hours worked over the preceding twelve months or from the time of the commencement of employment, whichever is the lesser, bears to thirty-eight ordinary hours. Such entitlements shall be subject to all the above conditions applying to full time employees. Provided that only part time service on and from the beginning of the first pay period to commence on or after 1 January 1970, shall count for the purpose of this subclause.
- (vi) Subject to the provision of a satisfactory medical certificate and sick leave being due, annual leave or long service leave (extended leave) shall be recredited where an illness of at least one week's duration occurs during the period of annual or long service leave: Provided that the period of leave does not occur prior to retirement, resignation or termination of services, and provided further that the employer is satisfied on the circumstances and the nature of the incapacity.
- (vii) In addition to the sick leave prescribed in subclause (1) of this Clause, Flight Nurses shall be entitled to an additional 38 hours sick leave in any period of 12 months. Any unused additional sick leave shall not accumulate from year to year.

### **38. ACCOMMODATION AND BOARD**

- (i) The employer shall where practicable provide for the use of employees who live in:
  - (a) Directors of Nursing: In a public hospital of which the registered number of beds is 9 or more, private quarters which shall comprise a bedroom, sitting room, bathroom, and toilet with appropriate furniture and fittings including a washing machine, refrigerator and stove or stovette and facilities for preparing light refreshments; provided that where the normal nursing staff does not exceed 7, it shall not be necessary to provide for the Director of Nursing a separate bathroom and toilet facilities, a washing machine, refrigerator and a stove or stovette.
  - (b) Employees other than Directors of Nursing:
    - (1) Dining facilities suitable to the reasonable needs of the nursing staff.
    - (2) A lounge room suitable to the reasonable needs of the staff.
    - (3) A study for student nurses; provided that this provision shall apply only to public hospitals which are registered training schools.
    - (4) At least one plunge bath (with shower) for each 12 (or fraction thereof) employees and in addition at least one separate shower cubicle for each 12 (or fraction thereof) employees.
    - (5) At least one lavatory (if in a bathroom adequately partitioned off from the bathing facilities) for each 8 (or fraction thereof) employees.
    - (6) A kitchen or kitchenette equipped with reasonable facilities for storing and preparing light refreshments and with normal kitchen utensils, stove or stovette, refrigerator, china, crockery and cutlery.
    - (7) Suitable facilities including a washing machine for the laundering and drying of personal clothing.
    - (8) A separate bedroom of such dimensions as to provide a floor area of not less than 100 square feet and which contains suitable floor coverings and a bedside

lamp and fittings and shall be furnished with a bed, a dressing table, a wardrobe (built-in cupboard) of adequate size and a chair.

- (9) Where it is necessary for 2 or more employees to sleep in a bedroom 750 cubic feet of space shall be provided for each employee. Such bedroom shall contain suitable floor coverings and for each employee the employer shall provide a bed, a dressing table, a wardrobe (built-in cupboard) of adequate size and a chair.
  - (10) In respect of subparagraphs (2), (4), (5), and (6) of this paragraph separate provision shall be made for trained and untrained staff; provided that as to subparagraphs (2), (4) and (5) of this paragraph this provision shall not apply in a public hospital in which the normal number of nursing staff is less than 12.
  - (11) Adequate heating suitable to the reasonable needs of the staff present shall be provided in the lounge room during the winter time.
- (ii) The employer shall provide such domestic staff as is necessary to maintain the accommodation in a proper condition at all times.
  - (iii) The following deductions from salary shall be made by an employer for accommodation:
    - (a) Directors of Nursing and employees occupying separate bedroom accommodation of a reasonable standard: an amount as set in Item 15 of Table 2 of Part B per week.
    - (b) Directors of Nursing provided with a self contained flat attached to the public hospital's nurses home; an amount as set in the said Item 15 per week.
  - (iv) An employer shall provide for employees who live in, full board of 21 meals per week and the meals shall consist of an adequate quantity of wholesome well-cooked and well-prepared food-stuffs including green vegetables and fruit in season and in addition the employer shall provide tea, coffee, milk and sugar for morning and afternoon tea and supper and early morning tea for employees on night or early morning duty. An employer who complies with the foregoing provisions of this subclause may make a deduction of as set in Item 16 of table 2 of Part B per week.
  - (v)
    - (a) The employer shall provide for the use of employees who live out:
      - (1) a suitable change room and adequate washing and toilet facilities; provided that the washing and toilet facilities need not be distinct from those provided for employees who live in and this provision shall not apply to a public hospital the registered number of beds of which is less than 9;
      - (2) a full-length locker fitted with lock and key or other suitable place for the safe keeping of clothing and personal effects of such employee;
    - (b) An employer shall provide for an employee who lives out, tea, coffee, milk and sugar for morning and afternoon tea, supper and early morning tea when the employee is on duty at times appropriate for the partaking thereof and shall provide also for such an employee who requires them, meals of the standard specified in subclause (iv) of this clause, which fall during the duty period and for such meals so provided may make a charge, provided that the charge for breakfast and other meals shall be as set in Item 17 of Table 2 of Part B.
  - (vi) The charges referred to in subclauses (iii), (iv) and (v) to be adjusted in accordance with any general movement in wage rates in this award. The Corporation may apply for additional adjustments from time to time based on the differences between such wage increases and the actual cost of providing these services. Provided that an employer may waive all or part of these charges at its discretion as an incentive to recruitment of nurses.

- (vii) Where an employee partakes of a meal from a cafeteria service provided by a public hospital or public health organisation, he or she shall be required to pay the charge fixed for such meal in lieu of the meal charges prescribed in subclauses (iv) or (v) of this clause.

### **39. GRADING COMMITTEE**

A Committee consisting of two representatives of the employer and two representatives of the Association shall be constituted to consider and make recommendations to the employer in relation to:

- (a) any request or proposal to establish or alter the grading of positions of Nursing Unit Manager;
- (b) the date of effect of any grading recommended.

**Provided that:**

- (i) an employee shall, whilst the grading or remuneration of his or her position is under consideration, be ineligible to be a member of the Committee;
- (ii) the Committee shall not, without sufficient reason, recommend the retrospective operation of any grading or remuneration; and
- (iii) where a retrospective date of effect is recommended, such date shall not be earlier than a date six months prior to the date on which the matter was referred to the Committee.

### **40. GRADINGS OF POSITIONS OF NURSE MANAGER**

- (i) All positions of Nurse Manager, as defined in Clause 3, Definitions of this award shall be graded by the employer in accordance with the Work Level Statements set out in Schedule 1 to this award.
- (ii) The employer may determine a higher grading including a multi-grade, eg. Grade 4-5, Grade 6-7, etc., than provided for under the Work Level Statements where the requirements of the position involve a higher level of complexity and/or an extended role to that generally comprehended by the otherwise applicable Work Level Statement.
- (iii) Progression to the second salary point in each grade will occur after 12 months satisfactory service in that grade. Provided that accelerated progression within the 12 month period, or on commencement of employment, may occur where the employer is satisfied that such progression is warranted in an individual case.
- (iv) If dissatisfied with the grade as determined in any individual case, the Association may discuss the matter with the local Health Service management and, if still dissatisfied, may apply for a review of the grading by the Department of Health and the Association at a central level.
- (v) No employee is to suffer a reduction in salary as a result of the implementation of the new structure. Where an employee would ordinarily be classified at a grade which carries a salary less than his or her current salary he or she shall retain his or her current salary, including all future increases thereto, on a strictly personal basis, while ever he or she remains in the current position.
- (vi) Employees seeking appointment to positions of Nurse Manager are generally expected to possess the core knowledge and skills appropriate to the respective grades as set out in Schedule 1 to this award.

#### **41. DEPUTY DIRECTORS OF NURSING, ASSISTANT DIRECTORS OF NURSING**

- (i) The following appointments shall be made in public hospitals with adjusted daily averages of occupied beds as specified hereunder:
  - Less than 150 beds - a Deputy Director of Nursing
  - 150 beds and over - a Deputy Director of Nursing, Assistant Directors of Nursing.
- (ii) Appointments under subclause (i) of this clause shall be made within two calendar months of the date this award becomes operative and thereafter within two calendar months of the occurrence of a vacancy. In default of appointment within the said period of two calendar months, the registered nurse employed as such or in a higher classification who has customarily relieved in the vacant position, or if no one has so customarily relieved, the registered nurse employed in the same or the next senior classification below the vacant position with the longest service in such classification at the public hospital, shall be deemed to be appointed until such time as another appointment is made by the employer.
- (iii) This clause shall not apply to a hospital using members, novices or aspirants of religious orders where a member of an order carries out the duties under this clause of an Assistant Director of Nursing or Deputy Director of Nursing.

#### **42. PROPORTION**

Except in cases of emergency not more than four enrolled nurses and/or assistants in nursing to each registered nurse shall be employed in a public hospital and for this purpose a Director of Nursing shall count.

#### **43. MEDICAL EXAMINATION OF NURSES**

See Department of Health Policy Directive No. PD2005\_019 dated 25 January 2005 (Circular No. 83/362), as varied, from time to time by agreement.

#### **44. DOMESTIC WORK**

Except as hereinafter provided, nurses shall not be required to perform, as a matter of routine, the following duties: viz.; washing, sweeping, polishing and/or dusting of floors, walls or windows of wards, corridors, annexes, bathrooms or verandahs or any duties which are generally performed by classifications other than nursing staff, but this provision shall not preclude the employment of nurses on any such duties in an isolation block or where the performance of those duties involves disinfection.

#### **45. TERMINATION OF EMPLOYMENT**

- (i) Except for misconduct justifying summary dismissal, the services of an employee shall be terminated only by fourteen days notice or by payment of fourteen days salary in lieu thereof in the case of an employee other than a Director of Nursing, and by twenty-eight days notice or by the payment of twenty-eight days salary in lieu thereof in the case of a Director of Nursing.
- (ii) No employee shall, without the consent of the employer, resign without having given fourteen days notice (or in the case of a Director of Nursing, twenty eight days notice) of intention so to do or forfeiting salary earned during the pay period current at the time of resignation; provided that in no circumstances shall the employee forfeit more than fourteen days pay at the rate prescribed for his or her classification by clause 8, Salaries.
- (iii) Employees who have accrued additional days off duty pursuant to subclause (vii) of clause 4, Hours of Work and Free Time of Employees Other Than Directors of Nursing and Area Managers, Nurse Education, shall be paid for such accrued time at ordinary rate of pay upon termination.



- (iv) Upon the termination of the services of an employee, the employer shall furnish the employee with a written statement, duly signed by or on behalf of the employer, setting out the period of the employment and the capacity in which the employee was employed.

#### **46. LABOUR FLEXIBILITY**

- (i) An employer may direct an employee to carry out such duties as are reasonable and within the limits of the employee's skill, competence and training provided that such duties are not designed to promote deskilling.
- (ii) An employer may direct an employee to carry out such duties and use such tools and equipment as may be required provided that the employee has been properly trained or has otherwise acquired the necessary skills in the use of such tools and equipment.
- (iii) Any direction issued by an employer pursuant to sub-clause (i) and (ii) shall be consistent with the employer's responsibilities to provide a safe and healthy working environment.
- (iv) Existing provisions with respect to the payment of mixed functions/higher duties allowances shall apply in such circumstances.

#### **47. RIGHT OF ENTRY**

See Section 297 of the Industrial Relations Act 1996.

#### **48. DISPUTES**

- (i) All parties must use their best endeavours to cooperate in order to avoid any grievances and/or disputes.
- (ii) Where a dispute arises in any public hospital or public health organisation, regardless of whether it relates to an individual nurse or to a group of nurses, the matter must be discussed in the first instance by the nurse(s) (or the Association on behalf of the nurse(s) if the nurse(s) so request(s) ) and the immediate supervisor of that nurse(s).
- (iii) If the matter is not resolved within a reasonable time it must be referred by the nurse(s)' immediate supervisor to the Chief Executive Officer of the employer (or his or her nominee) and may be referred by the nurse(s) to the Association's Head Office. Discussions at this level must take place and be concluded within 2 working days of referral or such extended period as may be agreed.
- (iv) If the matter remains unresolved, the Association must then confer with the appropriate level of management (ie. at Public Hospital/Area Health Service or Public Health organisation/Department level, depending on the nature and extent of the matter). Discussions at this level must take place and be concluded within two working days of referral or such extended period as may be agreed.
- (v) If these procedures are exhausted without the matter being resolved, or if any of the time limits set out in those procedures are not met, either the Association or the employer may seek to have the matter mediated by an agreed third party, or the matter may be referred in accordance with the provisions of the Industrial Relations Act 1996 (NSW) to the Industrial Relations Commission for its assistance in resolving the issue.
- (vi) During these procedures normal work must continue and there must be no stoppages of work, lockouts, or any other bans or limitations on the performance of work.
- (vii) The status quo before the emergence of the issue must continue whilst these procedures are being followed. For this purpose 'status quo' means the work procedures and practices in place:

- (a) immediately before the issue arose; or
- (b) immediately before any change to those procedures or practices, which caused the issue to arise, was made.

The Employer must ensure that all practices applied during the operation of these procedures are in accordance with safe working practices.

- (viii) Throughout all stages of these procedures, adequate records must be kept of all discussions.
- (ix) These procedures will be facilitated by the earliest possible advice by one party to the other of any issue or problem which may give rise to a grievance or dispute.

#### **49. ANTI-DISCRIMINATION**

- (i) It is the intention of the parties bound by this award to seek to achieve the object of section 3(f) of the *Industrial Relations Act 1996* to prevent and eliminate discrimination in the workplace. This includes discrimination on the grounds of race, sex, marital status, disability, homosexuality, transgender identity and age.
- (ii) It follows that in fulfilling their obligations under the dispute resolution procedure prescribed by this award the parties have obligations to take all reasonable steps to ensure that the operation of the provisions of this award are not directly or indirectly discriminatory in their effects. It will be consistent with the fulfilment of these obligations for the parties to make application to vary any provision of the award which, by its terms or operation, has a direct or indirect discriminatory effect.
- (iii) Under the *Anti-Discrimination Act 1977*, it is unlawful to victimise an employee because the employee has made or may make or has been involved in a complaint of unlawful discrimination or harassment.
- (iv) Nothing in this clause is to be taken to affect:
  - (a) any conduct or act which is specifically exempted from anti-discrimination legislation;
  - (b) offering or providing junior rates of pay to persons under 21 years of age;
  - (c) any act or practice of a body established to propagate religion which is exempted under Section 56(d) of the *Anti-Discrimination Act 1977*;
  - (d) a party to this award from pursuing matters of unlawful discrimination in any State or Federal jurisdiction.
- (v) This clause does not create legal rights or obligations in addition to those imposed upon the parties by legislation referred to in this clause.

#### **NOTES-**

- (a) Employers and employees may also be subject to Commonwealth anti-discrimination legislation.
- (b) Section 56(d) of the *Anti-Discrimination Act 1977* provides:

“Nothing in this Act affects any other act or practice of a body established to propagate religion that conforms to the doctrines of that religion or is necessary to avoid injury to the religious susceptibilities of the adherents of that religion”.

## 50. EXEMPTION

This award shall not apply to -

- (i) members, novices or aspirants of religious orders in public hospitals;
- (ii) the United Dental Hospital of Sydney, provided that nurses employed thereat are paid not less than the appropriate salaries prescribed by this award.

## 51. SALARY PACKAGING

- (i) By agreement with their employer, employees may elect to package a portion (but no more than 50%) of their salary in accordance with this clause, to obtain a range of benefits as set out in the NSW Health Services Salary Packaging Policy and Procedure Manual, as amended from time to time. Such election must be made prior to the commencement of the period of service to which the earnings relate. Where an employee also elects to salary sacrifice to superannuation under this award, the combined amount of salary packaging/sacrificing shall not exceed 50% of salary.
- (ii) Where an employee elects to package a portion of salary:
  - (a) Subject to Australian taxation law, the packaged portion of salary will reduce the salary subject to appropriate PAYG taxation deductions by the amount of that packaged portion.
  - (b) Any allowance, penalty rate, overtime payment, payment for unused leave entitlements, weekly worker's compensation, or other payment other than any payment for leave taken in service, to which an employee is entitled under this award or statute which is expressed to be determined by reference to an employee's salary, shall be calculated by reference to the salary which would have applied to the employee under this award in the absence of any salary packaging or salary sacrificing made under this award.
  - (c) "Salary" for the purpose of this clause, for superannuation purposes, and for the calculation of award entitlements, shall mean the award salary as specified in Clause 9 Salaries, and which shall include "approved employment benefits" which refer to fringe benefit savings, administration costs, and the value of packaged benefits.
- (iii) The salary packaging scheme utilises the Public Benevolent Institution (PBI) taxation status, which provides for a fringe benefits tax exemption cap of \$17,000 per annum. The maximum amount of fringe benefits-free tax savings that can be achieved under the scheme is where the value of benefits when grossed-up, equal the fringe benefits exemption cap of \$17,000. Where the grossed-up value exceeds the cap, the employer is liable to pay fringe benefits tax on the amount in excess of \$17,000, but will pass on this cost on to the employee. The employer's share of savings, the combined administration cost, and the value of the packaged benefits, are deducted from the pre tax dollars.
- (iv) The parties agree that the application of the fringe benefits exemption cap and the PBI status of the NSW Health Services are subject to the prevailing Australian taxation laws.
- (v) If an employee wishes to withdraw from the salary packaging scheme, the employee may only do so in accordance with the required period of notice as set out in the Salary Packaging Policy and Procedure Manual.
- (vi) Where an employee ceases to salary package, arrangements will be made to convert the agreed package amount to salary. Any costs associated with the conversion will be borne by the employee, and the employer shall not be liable to make up any salary lost as a consequence of the employee's decision to convert to salary.

- (vii) Employees accepting the offer to salary package do so voluntarily. Employees are advised to seek independent financial advice and counselling to apprise them of the implications of salary packaging on their individual personal financial situations.
- (viii) The employer and the employee shall comply with the procedures set out in the NSW Health Services Salary Packaging Policy and Procedure Manual as amended from time to time.

## **52. DEDUCTION OF UNION MEMBERSHIP FEES**

- (i) The union shall provide the employer with a schedule setting out union fortnightly membership fees payable by members of the union in accordance with the union's rules.
- (ii) The union shall advise the employer of any change to the amount of fortnightly membership fees made under its rules. Any variation to the schedule of union fortnightly membership fees payable shall be provided to the employer at least one month in advance of the variation taking effect.
- (iii) Subject to (i) and (ii) above, the employer shall deduct union fortnightly membership fees from the pay of any employee who is a member of the union in accordance with the union's rules, provided that the employee has authorised the employer to make such deductions.
- (iv) Monies so deducted from employees' pay shall be forwarded regularly to the union together with all the necessary information to enable the union to reconcile and credit subscriptions to employees' union membership accounts.

"Regularly" shall be defined as monthly except where the practice and protocol of an employer at the time of this variation (March 2002) was fortnightly.

- (v) Unless other arrangements are agreed to by the employer and the union, all union membership fees shall be deducted on a fortnightly basis.
- (vi) Where an employee has already authorised the deduction of union membership fees from his or her pay prior to this clause taking effect, nothing in this clause shall be read as requiring the employee to make fresh authorisation in order for such deductions to continue.

## **53. REASONABLE WORKLOADS FOR NURSES**

- (i) To assist in providing a sustainable health system for the people of NSW that not only meets present health needs but also plans for the health needs of the future, reasonable workloads for nurses are required. The employer has a responsibility to provide reasonable workloads for nurses.

- (ii) **Reasonable workload principles**

The following principles shall be applied in determining or allocating a reasonable workload for a nurse:

- (a) the workload assessment, based on the agreed tool(s), will take into account measured demand by way of clinical assessment, including acuity; skill mix, including specialisation where relevant; and geographical and other local requirements/resources;
- (b) the work performed by the employee will be able to be satisfactorily completed within the ordinary hours of work assigned to the employee in their roster cycle;
- (c) the work will be consistent with the duties within the employee's classification description and at a professional standard so that the care provided or about to be provided to a patient or client shall be adequate, appropriate and not adversely affect the rights, health or safety of the patient, client or nurse;

- (d) the workload expected of an employee will not be unfair or unreasonable having regard to the skills, experience and classification of the employee for the period in which the workload is allocated;
- (e) an employee will not be allocated an unreasonable or excessive nursing workload or other responsibilities except in emergency or extraordinary circumstances of an urgent nature;
- (f) an employee shall not be required to work an unreasonable amount of overtime; and
- (g) an employee's workload will not prevent reasonable and practicable access to Learning and Development Leave, together with 'in-house' courses or activities, and mandatory training and education.

(iii) **Reasonable Workload Tool(s)**

The Association and the Corporation agree that workload calculation tools are a means to facilitate informed discussion and decision making about reasonable workloads for nurses, rather than being an end in itself.

(a) General workload calculation tool

1. The Association and the Corporation agree that one workload calculation tool is presently not capable of meaningfully applying to every nursing context within the public health system.
2. The Association and the Corporation have reached agreement on the name and key characteristics of the interim general workload calculation tool for nursing to be implemented in medical and surgical inpatient wards in acute public hospitals.
3. The interim general workload calculation tool will be known as the general workload calculation tool.
4. The general workload calculation tool possesses the following key characteristics:
  - (i) Value of the nursing weight - In applying the general workload calculation tool, a nursing weight of 1 is equal to 4.8 nursing hours per patient day (NHPPD).
  - (ii) Average nursing intensity - For each ward or unit in which the tool is applied, the average nursing intensity for that ward or unit is obtained by applying AN-DRGs case mix data for all patients in the ward, viz, the data is to be comprehensive, validated, and for a uniform period. The AN-DRG Version 4.1 Nursing Service Weights are applied.
  - (iii) Occupancy rate – The application of average annual occupancy rates in the general workload calculation tool is:
    - for wards/units with occupancy rates 85% and over – a rate of 100% applies;
    - for wards/units with occupancy rates between 75% and 84.9% - a rate of 85% applies; and
    - for wards/units with an occupancy rate below 75% - the actual occupancy rate applies.

The occupancy rate is the percentage count of the number of inpatients accommodated at around midnight each day, as recorded in the 'Daily Record Book' (or its computerised equivalent), divided by available beds, on an annualised basis."

- (iv) Available beds – The average number of available beds is calculated, to account for changes in this figure during the course of a year.
- (v) Length of shifts – The length of shifts reflects those rostered to be worked in the ward or unit.
- (vi) Minimum staffing levels - Use of the general workload calculation tool does not displace present minimum staffing requirements to ensure safe systems of work and patient safety.
- (vii) Coverage - The general workload calculation tool is applied to calculate staffing levels for those nursing staff providing direct clinical care. It is not applied to positions such as Nursing Unit Manager, Clinical Nurse Educator, Clinical Nurse Consultant, dedicated administrative support staff and wards persons.
- (viii) Application and monitoring – the general workload calculation tool will be applied to the ward or unit on an annual basis, and with the ability for the Nursing Unit Manager to monitor monthly.
- (ix) Relief for Annual leave – The annual leave 'relief' factored into the tool reflects the annual leave entitlements under this Award for the employees arising from their actual shift patterns. However, this figure may be adjusted when applying the tool at ward level for planned periods of low activity or annual ward closures that mean less leave relief is required.

If circumstances arise whereby the planned periods of low activity or annual ward closures do not take place, the general workload calculation tool should be applied again in light of those altered circumstances and staff deployment.

- (x) Relief for Sick Leave, FACS Leave and Mandatory Education - To account for these factors, a figure of two weeks (equating to 76.0 hours based on a 38 hour week) per annum is factored into the general workload calculation tool. This figure is subject to joint review by the Association and the Corporation, on request by either party.
- (xi) Other factors – In agreeing that the tool is a means of facilitating informed discussion and decision making about nursing workloads, there are a range of other factors to consider. These factors include but need not be limited to patient type (for example, high dependency patients, day only patients, patients requiring close observation, patients awaiting nursing home placement); the available level of support staff (ward clerks, lifting teams etc); teaching and research activities; provision of nurse escorts; emergency presentations in smaller facilities; and ward geography.

Staffing of wards/units will be planned using 1 = 4.8 NHPPD as the value of the nursing weight. It is recognised that application of this value will be subject to variation to account for these other factors or over shorter periods of time. If there is continued variation from this value in practice, the issue will be considered by the relevant reasonable workload committee.

- (xii) Exclusions - the general workload calculation tool is not to be applied to:

intensive care units;  
high dependency units;  
specialty designated coronary care units;  
specialist burns units;  
emergency departments;  
operating theatres;  
midwifery services;  
intensive care mental health units;  
mental health admitted patient units (pending further investigation);  
community nursing;  
community mental health nursing; and  
Multi-Purpose Services.

5. The Association and the Corporation agree that the name and key characteristics of the general workload calculation tool may be amended by agreement from time to time, and the Award will be varied to reflect the amendment.

The Association and the Corporation will conduct a joint review of the general workload calculation tool and implementation progress no later than six months after the commencement of implementation.

- (b) Australian Confederation of Operating Room Nurses (ACORN) 2002 workload calculation tool

1. The Association and the Corporation agree that in the interim the ACORN 2002 standards will be implemented in operating rooms. The parties agree that because these standards have been established and used for a number of years, the key characteristics are not included in this Award.
2. The Association and the Corporation will jointly review the implementation of ACORN 2002 standards no later than six months after the commencement of implementation, being 6 March 2005.

- (c) Birthrate Plus

1. Birthrate Plus is a framework for workforce planning and strategic decision making and has been in extensive use in UK maternity units.
2. A project has commenced to adapt and modify Birthrate Plus to reflect the NSW Health environment. The first phase of the project is designed to field test the data collection tool for validity and reliability in the NSW setting, leading to adaptation and subsequent adjustment of the workforce calculations. Once this is done, it is planned to investigate State-wide implementation. The Association and the Corporation will participate in this project and continue to monitor progress to ensure timely introduction of a workload acuity calculation tool based on Birthrate Plus.

- (d) Specific workload calculation tool(s)

1. The Association and the Corporation will establish working groups to develop workload calculation tools for other nursing specialties, as agreed.
2. Working groups for Emergency, Community, and in-patient Mental Health will be established. The Association and the Corporation will participate in these working groups with the intent of completing recommendations to the Corporation and the Association by 6 March 2005.

3. Within six months from 6 September 2004, the Association and the Corporation will determine the nursing specialities that require working groups to develop recommendations on workload calculation tools for those specialities, and establish those working groups.
4. The Association and the Corporation agree that once specific workload calculation tools are agreed for nursing contexts not covered by the general workload calculation tool, ACORN 2002 or Birthrate Plus, the Award will be varied to include:
  - the name of the tool(s); and
  - key characteristics of the tool(s), which may include a formula.

These tools may be amended by agreement from time to time, and the Award will be varied to reflect the amendment.

**(iv) Role of reasonable workload committees**

- (a) Reasonable workload committees shall be established to facilitate consultation on reasonable workloads for nurses, together with the provision of advice and recommendations to management. Aspects of reasonable workload may include, but need not be limited to, nursing workloads generally, the provision of specialist advice, training, and planning for bed or ward closures or openings as they relate to nursing workloads. It is intended that the committees, by their operation, will make a positive contribution to the workload of nurses.
- (b) The committees by their operation shall not alter the rights and obligations of management to decide nursing workload matters.
- (c) It is intended that the reasonable workload committees provide a structured and transparent forum for all nurses to be genuinely consulted about workload matters through an appropriate mechanism; contribute to the decision making process; and have the ability to resolve disputes about workloads, should they arise, through the committee process and provisions in this Award.

**(v) Structure of reasonable workload committees**

- (a) Upon request by the Association, nurse(s) employed in a public hospital, or health service or the employer, a reasonable workload committee shall be established for the relevant public hospital or health service. Such requests shall be made to the Chief Executive Officer of the Health Service. Where circumstances warrant and are conducive to the efficient delivery of services, a reasonable workload committee may be established by agreement between the Association and the employer that covers more than one public hospital or health service.
- (b) Upon request by the Association or an employer a reasonable workload committee shall also be established for the relevant Area Health Service or Statutory Health Corporation.
- (c) Each reasonable workload committee shall comprise equal representation of employees and the employer. Employee representation shall be determined by the Association. Employer representation shall be determined by the employer as appropriate. Committee size will be determined by agreement between the Association and the employer. Every endeavour shall be made to minimise the size of the workload committee, with provision to co-opt additional assistance that may be required on an 'as needs' basis.
- (d) The committees shall meet with a frequency determined by each committee, having regard to issues and information to hand.



- (e) The committee members and the parties they represent shall make every endeavour to reduce or eliminate any duplication of subject matter and coverage with pre-existing structures and consultative mechanisms. Every effort shall also be taken to ensure the most efficient meeting arrangements are instituted for operation of the committees and to minimise disruption to nurses' rosters. The committee members and the parties they represent shall make every endeavour to ensure that any additional time and information imposts arising from the operations of the committee are minimised.
- (f) To enable members of reasonable workload committees to discharge the committee's role and carry out their responsibilities, attendance at committee meetings and reasonable preparation time shall be deemed to be time on duty and remunerated accordingly. Wherever possible, this time shall occur during the ordinary hours of work.

(vi) **Grievances in relation to workload**

- (a) Notwithstanding the provisions specified in sub-clauses (ii) to (iii) of Clause 48 – Disputes in this Award, the following procedure will apply to resolve workload grievances or staffing grievances directly arising from nursing workload issues.
- (b) A grievance in relation to such matter shall first be raised at the local ward/unit level with the Nursing Unit Manager responsible (or the appropriate manager).
- (c) If the matter remains unresolved, it should be referred to the appropriate Nurse Manager, Director of Nursing or Area Director of Nursing, depending on the nursing executive structure of the public hospital, health service or public health organisation in which the grievance has arisen.
- (d) If the matter remains unresolved, it should be referred to the appropriate public hospital/health service/public health organisation reasonable workload committee for consideration and recommendation to management.
- (e) If the matter remains unresolved, it should be dealt with in accordance with the provisions of sub-clauses (iv) to (ix) of Clause 48 – Disputes in this Award.

## 54. TRADE UNION ACTIVITIES

### A. Trade Union Activities regarded as On-Duty

An Association delegate will be released from the performance of normal duty when required to undertake any of the activities specified at (i) to (viii) below.

While undertaking such activities on a normal rostered day on duty, the Association delegate will be regarded as being on duty and will not be required to apply for leave. The delegate will not be entitled to overtime at the end of the roster cycle as a consequence of undertaking these activities.

In circumstances where an Association delegate is not rostered for duty or is on an allocated/additional day off and is not required by the employer to undertake these activities, such time will not be counted as time worked.

- (i) Attendance at meetings of the workplace's Occupational Health and Safety Committee and participation in all official activities relating to the functions and responsibilities of elected Occupational Health and Safety Committee members at a place of work as provided for in the *Occupational Health and Safety Act, 2000* and the *Occupational Health and Safety Regulation 2001*;
- (ii) Attendance at meetings with workplace management or workplace

management representatives;

(iii) A reasonable period of preparation time, before:

- (a) meetings with management;
- (b) disciplinary or grievance meetings when an Association member requires the presence of an Association delegate; and
- (c) any other meeting with management,

by agreement with management, where operational requirements allow the taking of such time.

(iv) Giving evidence in court on behalf of the employer;

(v) Appearing as a witness before the Government and Related Employees Appeal Tribunal;

(vi) Representing the Association at the Government and Related Employees Appeal Tribunal as an advocate or as a Tribunal Member;

(vii) Presenting information on the Association and Association activities at induction sessions for new staff. The Association shall have up to one half-hour made available for a presentation in such a program provided to employees. If such programs are provided to employees by electronic or remote means, the union's presentation and associated literature will also be included; and

(viii) Distributing official Association publications or other authorised material at the workplace, provided that a minimum of 24 hours notice is given to workplace management, unless otherwise agreed between the parties. Distribution time is to be kept to a minimum and is to be undertaken at a time convenient to the workplace.

## **B. Trade Union Leave Activities**

The granting of trade union leave with pay will apply to the following activities undertaken by an Association delegate, as specified below:-

(i) annual or biennial conferences of the Association;

(ii) meetings of the Association's Executive, or Councils;

(iii) annual conference of Unions NSW and the Congress of the Australian Council of Trade Unions;

(iv) attendance at meetings called by the Unions NSW involving the Association which requires attendance of a delegate;

(v) attendance at meetings called by the Health Administration Corporation/Health Service, as the employer for industrial purposes, as and when required;

(vi) giving evidence before an Industrial Tribunal as a witness for the Association;

(vii) reasonable travelling time to and from conferences or meetings to which the provisions of Parts A, B and C of this clause apply.

## **C. Trade Union Training Courses**

The following training courses will attract the grant of paid trade union leave as specified below:

- (i) accredited Occupational Health and Safety (OH&S) courses and any other accredited OH&S training for OH&S Committee members. The provider(s) of accredited OH&S training courses and the conditions on which paid trade union leave for such courses will be granted shall be negotiated between the Chief Executive and the Association.
- (ii) courses organised and conducted by the Trade Union Education Foundation or by the Association or a training provider nominated by the Association. A maximum of 12 working days in any period of 2 years applies to this training and is subject to:
  - (a) the operating requirements of the workplace permitting the grant of leave and the absence not requiring employment of relief staff;
  - (b) payment being at the base rate, ie. excluding extraneous payments such as shift allowances/penalty rates, overtime, etc;
  - (c) the employer not being responsible for any travelling and associated expenses incurred in attending such courses;
  - (d) attendance being confirmed in writing to the employer by the Association or a nominated training provider."

#### **D. On-Loan Arrangements**

Subject to the operational requirements of the workplace, "on loan" arrangements will apply to the following activities:

- (i) meetings interstate or in NSW of a Federal nature to which an Association member has been nominated or elected by the Association:
  - (a) as an Executive Member; or
  - (b) a member of a Federal Council; or
  - (c) as a member of a vocational or industry committee.
- (ii) briefing counsel on behalf of the Association;
- (iii) assisting Association officials with preparation of cases or any other activity outside their normal workplace at which the delegate is required to represent the interests of the Association;
- (iv) country tours undertaken by a member of the executive or Council of the Association;
- (v) taking up of full time duties with the Association (excluding Elected Office);
- (vi) the following financial arrangements apply to the occasions when a staff member is placed "on loan" to the Association:
  - (a) the employer will continue to pay the delegate or an authorised Association representative whose services are "on loan" to the Association;
  - (b) the employer will seek reimbursement from the Association at regular intervals of all salary and associated on costs, including superannuation;
  - (c) agreement with the Association on the financial arrangements, including agreement on leave matters, must be reached before the on loan

arrangement commences and must be documented in a manner negotiated between the Chief Executive of the Health Service and the Association.

- (vii) "On loan" arrangements negotiated in terms of this clause are to be regarded as service for the accrual of all leave, for incremental progression and for continuity of employment purposes.
- (viii) On loan arrangements may apply to full-time or part-time staff and are to be kept to the minimum time required. Where the Association needs to extend an on loan arrangement, the Association shall approach the Chief Executive in writing for an extension of time well in advance of the expiration of the current period of on loan arrangement.
- (ix) Where the Chief Executive and the Association cannot agree on the on loan arrangement, the matter is to be referred to the Health Administration Corporation for determination after consultation with the Chief Executive and the Association."

**E. Period of Notice for Trade Union Activities**

The Chief Executive or their nominee must be notified in writing by the Association or, where appropriate, by the accredited delegate as soon as the date and/or time of the meeting, conference or other accredited activity is known.

**F. Access to Facilities by Trade Union Delegates**

The workplace shall provide accredited delegates with reasonable access to the following facilities for authorised Association activities:

- (i) telephone, facsimile and, where available, email facilities;
- (ii) a notice board for material authorised by the Association or access to staff notice boards for material authorised by the Association;
- (iii) workplace conference or meeting facilities, where available, for meetings with member(s), as negotiated between local management and the Association."

**G. Responsibilities of the Trade Union Delegate**

Responsibilities of the delegate are to:

- (i) establish accreditation as a delegate with the Association and provide proof of accreditation to the workplace;
- (ii) participate in the workplace consultative processes, as appropriate;
- (iii) follow the dispute settling procedure applicable in the workplace;
- (iv) provide sufficient notice to the immediate supervisor of any proposed absence on authorised Association business;
- (v) account for all time spent on authorised Association business;
- (vi) when trade union leave is required, to apply for that leave in advance;
- (vii) distribute Association literature/membership forms, under local arrangements negotiated between the Chief Executive and the Association; and

- (viii) use any facilities provided by the workplace properly and reasonably as negotiated at organisational level.”

#### **H. Responsibilities of the Trade Union**

Responsibilities of the Association in respect of trade union activities are to:

- (i) provide written advice to the Chief Executive about an Association activity to be undertaken by an accredited delegate and, if requested, to provide written confirmation to the workplace management of the delegate's attendance/participation in the activity;
- (ii) meet travelling, accommodation and any other costs incurred by the accredited delegate, except as provided in subclause (iii) of Part I, Responsibilities of Workplace Management;
- (iii) pay promptly any monies owing to the workplace under a negotiated “on loan” arrangement;
- (iv) provide proof of identity when visiting a workplace in an official capacity, if requested to do so by management;
- (v) apply to the Chief Executive of the health service well in advance of any proposed extension to the "on loan" arrangement;
- (vi) assist the workplace management in ensuring that time taken by the Association delegate is accounted for and any facilities provided by the employer are used reasonably and properly; and
- (vii) advise employer of any leave taken by the Association delegate during the on loan arrangement.

#### **I. Responsibilities of Workplace Management**

Where time is required for Association activities in accordance with this Award the responsibilities of the workplace management are to:

- (i) release the accredited delegate from duty for the duration of the Association activity, as appropriate, and, where necessary, to allow for sufficient travelling time during the ordinary working hours;
- (ii) advise the workplace delegate of the date of the next induction session for new staff members in sufficient time to enable the Association to arrange representation at the session;
- (iii) meet the travel and/or accommodation costs properly and reasonably incurred in respect of meetings called by the workplace management;
- (iv) where possible, to provide relief in the position occupied by the delegate in the workplace, while the delegate is undertaking Association responsibilities to assist with the business of workplace management;
- (v) recredit any other leave applied for on the day to which trade union leave or release from duty subsequently applies. This does not apply where the delegate is rostered off duty on the day she/he is required to perform Association activities or on an allocated/additional day off duty;
- (vi) to continue to pay salary during an "on loan" arrangement negotiated with the Association and to obtain reimbursement of salary and on-costs from the

Association at regular intervals, or as otherwise agreed between the parties if long term arrangements apply;

- (vii) to verify with the Association the time spent by an Association delegate or delegates on Association business, if required; and
- (viii) if the time and/or the facilities allowed for Association activities are thought to be used unreasonably and/or improperly, to consult with the Association before taking any remedial action.

**J. Travelling and other Costs of Trade Union Delegates**

- (i) Except as specified in subclause (iii) of Part I, Responsibilities of Workplace Management of this Award, travel and other costs incurred by accredited Association delegates in the course of Association activities will be paid by the Association.
- (ii) In respect of meetings called by the workplace management in terms of subclause (iii) of Part I, Responsibilities of Workplace Management of this Award, the payment of travel and/or accommodation costs, properly and reasonably incurred, is to be made, as appropriate, on the same conditions as apply under clause 20 of this Award and relevant Circulars.
- (iii) No overtime, leave in lieu, shift penalties or any other additional costs will be claimable by a staff member from the employer, in respect of Association activities covered by paid trade union leave or trade union "on duty" activities provided for in this Award.
- (iv) The "on loan" arrangements shall apply strictly as negotiated and no extra claims in respect of the period of on loan shall be made on the employer by the Association or the staff member.

**55. LEARNING AND DEVELOPMENT LEAVE**

(i) **Definitions**

The following definitions apply in this clause:

"Learning and Development Leave" includes leave granted to undertake tertiary studies at an accredited education institution and includes leave for examinations, or leave granted to attend external activities, such as conferences, seminars and short courses. Employees may also attend lectures, tutorials, conferences or seminars on days they are not rostered for duty, for which no payment is made.

Leave is not required for the following types of employer-supported learning activities that are undertaken by employees on a routine basis, and at which employees are considered to be 'on duty':

- in-house courses or activities
- mandatory training and education.

"Educational institutions" are those accredited to provide undergraduate and/or postgraduate tertiary studies that culminate in a recognised academic and/or professional qualification including a degree, diploma or certificate.

(ii) **General**

- (a) Learning and development is a shared responsibility between the organisation and the individual. Employees should be prepared to pursue their own development and the

organisation should promote an environment that supports individual initiative.

- (b) The Corporation is responsible for setting policy direction to ensure that all employees receive appropriate learning opportunities.
- (c) Chief Executives of Health Services are responsible and accountable for ensuring that employees receive appropriate learning opportunities in line with the present and future needs of the Health Service. Chief Executives are also responsible for allocating an appropriate budget for learning activities, which may include replacement costs for rostered staff who are on leave to attend an approved workshop, conference or tertiary studies.
- (d) Managers and supervisors are responsible and accountable for promoting and supporting learning activities for staff in their area of responsibility. Managers and supervisors are also responsible for arranging replacement staff, when necessary, for employees who may be attending learning activities. Managers and supervisors must advise all employees of the protocol for review procedures relating to non-approval of Learning and Development Leave.
- (e) Nurses wishing to attend a part time postgraduate course of study who are working shiftwork are to be given priority in being released from rostered shifts to attend lectures/tutorials where there are no alternative and feasible attendance options. Replacement of staff should be provided where appropriate. This applies only to further studies that lead to a recognised clinical qualification.
- (f) Employees are responsible for meeting all fees/costs associated with tertiary studies and fees associated with other educational activities unless the Health Service offers scholarships or other forms of financial assistance.

(iii) **Eligibility**

- (a) Access to Learning and Development Leave is at the discretion of the Health Service. It should be made available to all eligible employees within the Health Service to promote the development of a highly trained, skilled and versatile workforce which is responsive to the requirements of government and Health Service delivery.
- (b) Permanent staff who are full time or part time, and full time temporary employees are eligible to apply for leave. Part time temporary employees and permanent part time employees are granted leave on a pro-rata basis. Casual staff are not eligible for this form of leave.

(iv) **Types and amount of leave**

- (a) Seminars, conferences and short courses
  - (1) The approval of leave and/or financial assistance for attendance at seminars, conferences or short courses should be considered in light of the Health Service strategic plan. Employees may be granted Learning and Development Leave, or may be considered on duty depending on the priority for this activity in the light of the Health Service Strategic Plan.
  - (2) The amount of leave is at the discretion of the Health Service. Decisions in relation to financial assistance should be made in the context of the budget and the expected benefits to the Health Service.
- (b) Tertiary Study

- (1) When developing local learning and Development Leave policy for tertiary study each Health Service will need to advise employees of local approval arrangements.
  - (2) Leave is not to be approved for failed or repeated subjects.
- (c) Face to face
- (1) The amount of leave granted is at the discretion of the Health Service. As a guide, in respect of attendance at an educational institution, employees may be granted 50% of compulsory attendance times up to four hours per week per semester or term.
  - (2) The amount of leave to attend examinations should be based on the specific requirements of the individual course. An employee's request not to be rostered to work night shift on the day prior to a scheduled morning examination should, wherever practicable, be agreed to by the Health Service.

(d) Distance Education

An equivalent amount of Learning and Development Leave to that available for face to face study is to be granted to employees undertaking distance education.

(e) Accrual of leave

Learning and Development Leave associated with tertiary studies may be accrued up to a maximum of 5 days per semester or term, and may be accrued until the last examination of the semester, or the last attendance day of the semester if there is no final examination.

(f) Residentials

The amount of leave to attend a compulsory residential program should be based on the specific requirements of the course and should be negotiated at the time of application for Learning and Development Leave.

(g) Thesis/Research or combination Thesis/Research/Coursework

Periods of leave may also be granted to employees undertaking higher degrees by thesis, research, coursework, or a combination of same. The amount of leave will be based on four hours per week for each academic year of study. Rather than being taken on a week to week basis the leave is available over the course of study. For example, if the higher degree takes 1 academic year and an academic year is 30 weeks the entitlement for leave would be calculated as 30 weeks x four hours = 120 hours available over the year. If the higher degree takes two years the amount would be 240 hours. All hours are available over the length of the course and may be taken in amounts mutually agreeable between the employee and the Health Service.

(v) **Payment for Leave**

Leave approved pursuant to this clause will be paid at the employee's ordinary rate of salary and excluding penalty rates.

**56. CAREER BREAK SCHEME**

- (i) The career break scheme allows employees to defer twenty percent of their salary for four years, and be paid this deferred salary in the fifth year.
- (ii) Employees who apply and are approved to participate in the career break scheme will



receive 100% of their normal salary for the first four years with a deduction equivalent to 20% of net salary (gross less tax). The 20% of net salary is deposited into a bank account in the employee's name each pay period for payment in the fifth year (the deferred salary leave year) and subject to applicable taxation as required by law.

- (iii) All full time and permanent part time employees are eligible to participate in the career break scheme. Casual and temporary employees are excluded from participation in the scheme.
- (iv) Each public health organisation will call for expressions of interest from employees seeking to participate in the career break scheme once within the first six months of each calendar year. The timing of the invitation of applications is to be determined by the public health organisation but in any event will not be later than 30<sup>th</sup> June 2006 for the initial commencement year.
- (v) Each public health organisation will determine the number of employees that may participate in the scheme having regard to service delivery and staffing levels and reserves the right to approve or not approve requests after considering workforce needs. This will be done in consultation with employees. The public health organisation will not unreasonably refuse any application by an employee to participate in the scheme.
- (vi) The employer will continue to pay employer superannuation contributions for employees participating in the career break scheme. The amount of such employer contributions is determined by the superannuation scheme/fund to which the employee is contributing and personal contributions during the deferred salary leave year are payable at the rate applicable to the employee's full salary.
- (vii) Employees will continue to pay all employee superannuation contributions whilst participating in the career break scheme. The amount of such employee contributions is determined by the superannuation scheme/fund to which the employee is contributing and personal contributions during the deferred salary leave year are payable at the rate applicable to the employee's full salary.
- (viii) Salary packaging will not be available for the deferred salary leave year.
- (ix) The five years of the career break scheme will count as service for the accrual of long service leave, sick leave, annual leave, salary increments and other statutory entitlements. Any leave without pay taken by an employee whilst participating in the career break scheme will not count for the purpose of accrual of any leave. For the purpose of determining the leave accrued in the fifth year of the scheme (i.e. the deferred salary leave year) for permanent part-time employees, the average of all hours worked (excluding overtime) in the first four years of the career break scheme and including paid leave taken will be used for the basis of making this calculation.
- (x) If any leave without pay is taken by an employee during the first four years of the career break scheme, the commencement of the deferred salary leave year will be postponed by the time the employee was absent from duty i.e. by the number of days leave without pay taken by the employee.
- (xi) Employees are entitled to take paid leave during the first four years of the career break scheme, subject to normal approval processes at the public health organisation. Whilst on any paid leave the employee will be paid in accordance with subclause (ii) of this clause.
- (xii) Employees are not entitled to take any form of leave during the deferred salary leave year, with the exception of Maternity and Adoption leave.

In respect to Maternity or Adoption leave, if the deferred salary year has not yet commenced, the employee may elect to postpone the deferred salary leave year until after the completion of such leave (up to 52 weeks). If the employee elects not to postpone the deferred salary leave year, they are entitled to a lump sum payment of their normal salary for the period of

paid maternity/adoption leave. The paid maternity/adoption leave does not extend the deferred salary leave year.

- (xiii) There will be no access to the deferred salary until the fifth year unless the employee chooses to withdraw from the scheme.
- (xiv) An employee may elect to withdraw from the scheme at any time by giving four weeks notice to the employer, or lesser time if the employer agrees, and will be reimbursed all deferred monies owing.
- (xv) It is the responsibility of the employee participating in the career break scheme to declare the interest earned on the deferred salary to the Taxation Office. Normal government statutory charges attributed to an individual's deferred salary account will be paid by the employee.
- (xvi) Subject to approval by the public health organisation an employee may undertake outside employment in the deferred salary leave year, but should consider the tax implications of doing so.
- (xvii) Upon return to work after the deferred salary leave year an employee has the right to return to the same position they held prior to the commencement of the deferred salary leave year.
- (xviii) Employees are advised to seek independent financial advice about participating in this scheme. Comprehensive details regarding the operation of the career break will be recorded in a written agreement between the employee and the employer, to be signed prior to the commencement of the five year period.
- (xix) A review of the operation of this clause will occur by 30<sup>th</sup> June 2008. That review will be undertaken by the Department of Health and the Nurses' Association and will consider any recommendations to vary the scheme.

## **57. Occupational Health and Safety for Employees of Contractors and Labour Hire Businesses**

- (i) This clause arises from the Secure Employment Test Case 2006. For the purposes of this subclause, the following definitions shall apply:
  - (a) A "labour hire business" is a business (whether an organisation, business enterprise, company, partnership, co-operative, sole trader, family trust or unit trust, corporation and/or person) which has as its business function, or one of its business functions, to supply staff employed or engaged by it to another employer for the purpose of such staff performing work or services for that other employer.
  - (b) A "contract business" is a business (whether an organisation, business enterprise, company, partnership, co-operative, sole trader, family trust or unit trust, corporation and/or person) which is contracted by another employer to provide a specified service or services or to produce a specific outcome or result for that other employer which might otherwise have been carried out by that other employer's own employees.
- (ii) Any employer which engages a labour hire business and/or a contract business to perform work wholly or partially on the employer's premises shall do the following (either directly, or through the agency of the labour hire or contract business):
  - (a) consult with employees of the labour hire business and/or contract business regarding the workplace occupational health and safety consultative arrangements;
  - (b) provide employees of the labour hire business and/or contract business with appropriate occupational health and safety induction training including the appropriate training required for such employees to perform their jobs safely;

- (c) provide employees of the labour hire business and/or contract business with appropriate personal protective equipment and/or clothing and all safe work method statements that they would otherwise supply to their own employees; and
  - (d) ensure employees of the labour hire business and/or contract business are made aware of any risks identified in the workplace and the procedures to control those risks.
- (iii) Nothing in this clause is intended to affect or detract from any obligation or responsibility upon a labour hire business arising under the Occupational Health and Safety Act 2000 or the Workplace Injury Management and Workers Compensation Act 1998.
  - (iv) Disputes regarding the application of this clause. Where a dispute arises as to the application or implementation of this clause, the matter shall be dealt with pursuant to the disputes settlement procedure of this award.
  - (v) This clause has no application in respect of organisations which are properly registered as Group Training Organisations under the Apprenticeship and Traineeship Act 2001 (or equivalent interstate legislation) and are deemed by the relevant State Training Authority to comply with the national standards for Group Training Organisations established by the ANTA Ministerial Council.

#### **58. REVIEWS AND COMMITMENTS DURING TERM OF THIS AWARD**

- (i) Clinical Nurse Specialists, Clinical Nurse Educators, and Nurse Educators Classifications Review
  - (a) Within eight months of 14 June 2005, the Corporation will complete a review jointly with the Association of the definitions, role, work value and remuneration of the Award classifications of:
    1. Clinical Nurse Specialist;
    2. Clinical Nurse Educator; and
    3. Nurse Educator.

In undertaking this review of these three classifications, regard will need to be had to the definitions and role of Clinical Nurse Consultants.
  - (b) Within two months of the completion of the review, and in any event no later than 30 April 2006, the Corporation will negotiate in good faith any variations to the Award arising from the matters referred to at paragraph (a) concerning the three classifications at subparagraphs 1,2 and 3. Any such variations to the Award can proceed to the Commission only by way of consent application.
  - (c) This sub-clause (i) will be deleted from the Award on the Award's expiry date of 30 June 2008.
- (ii) Assistant In Nursing Undergraduate Classification Review
  - (a) The Corporation will, within 12 months of 14 June 2005, complete a review, jointly with the Nurses' Association, of whether there should be an additional category within the Assistant in Nursing classification for employees who are undertaking a bachelor degree leading to qualifications as a registered nurse, and if agreed by the parties, negotiate within one month of the completion of the review in good faith, and in any event no later than 31 July 2006, appropriate variations to the Award. Any such award variations can proceed to the Commission only by way of consent application.

(b) This sub-clause (ii) will be deleted from the Award on the Award's expiry date of 30 June 2008.

(iii) Continuing Education Allowance Review

The Continuing Education Allowance provision detailed in clause 13 of this Award is reviewable by the Commission in 12 months from 2 November 2004 for the purpose of examining whether the provision has proved to be an appropriate one or requires amendment, including the amounts of the various allowances the Commission has determined.

(iv) Implementation of Funding for 10 Hour Night Duty Shifts

An extension of 10 hour night duty shifts to a further tranche of 60 public hospitals will occur on the terms set out in correspondence between the Corporation and the Association dated 10 May 2005 and 16 May 2005.

(v) Continued Cooperation

(a) The Association will continue to work cooperatively in responding to changes in work organisation and practices which may arise from evolving clinical skills and technology, new strategies for delivering health services, and the need to ensure the resources made available to the public health system are utilised efficiently and effectively, including continuing cooperation in the implementation of the most efficient and effective skill mix of registered nurses, enrolled nurses and trainee enrolled nurses. This cooperation is without prejudice to any claims the Association may make covering the period from 1 January 2005 with respect to increased productivity, work value or special case factors arising from the provisions described above.

(b) The Nurses' Association will continue to work co-operatively to reduce the reliance on agency nurses in the public health system.

## **59. AREA, INCIDENCE AND DURATION**

- (i) This Award rescinds and replaces the Public Hospital Nurses' (State) Interim Award published 12 June 2002 and all variations thereof.
- (ii) It shall apply to persons engaged in the industry of nursing.
- (iii) Industry of nursing means the industry of persons engaged in New South Wales in the profession or occupation of nursing including midwifery and employed in or in connection with the New South Wales Health Service as defined in section 16 of the Health Services Act 1997, or the Ambulance Service of New South Wales as defined in s.4 of the Ambulance Services Act 1990, or their successors, assignees or transmittes.
- (iv) It shall take effect from 5 December 2005 and shall remain in force thereafter until 30<sup>th</sup> June 2008.

**Schedule A**

**Public Health System Nurses' & Midwives' (State) Award**

**Part B  
Monetary rates**

**Table 1 – Salaries**

<b>Classification</b>	<b><u>FFPP commencing on or after 01.01.05</u></b>	<b><u>FFPP commencing on or after 14.06.05</u></b>	<b><u>FFPP commencing on or after 01.07.05</u></b>	<b><u>FFPP commencing on or after 01.07.06</u></b>	<b><u>FFPP commencing on or after 01.07.07</u></b>
Assistant in Nursing/Midwifery Under 18: 1 <sup>st</sup> year 2 <sup>nd</sup> year Thereafter	480.00 501.10 521.20	480.00 501.10 521.20	494.40 516.10 536.80	514.20 536.70 558.30	534.80 558.20 580.60
18 and Over: 1 <sup>st</sup> year 2 <sup>nd</sup> year 3 <sup>rd</sup> year Thereafter	566.20 584.20 602.60 621.40	566.20 584.20 602.60 621.40	583.20 601.70 620.70 640.00	606.50 625.80 645.50 665.60	630.80 650.80 671.30 692.20
Trainee Enrolled Nurse Under 18: 1 <sup>st</sup> year 2 <sup>nd</sup> year Thereafter	480.00 501.10 521.20	480.00 501.10 521.20	494.40 516.10 536.80	514.20 536.70 558.30	534.80 558.20 580.60
18 and Over: 1 <sup>st</sup> year 2 <sup>nd</sup> year 3 <sup>rd</sup> year Thereafter	566.20 584.20 602.60 621.40	566.20 584.20 602.60 621.40	583.20 601.70 620.70 640.00	606.50 625.80 645.50 665.60	630.80 650.80 671.30 692.20
Enrolled Nurse 1 <sup>st</sup> year 2 <sup>nd</sup> year 3 <sup>rd</sup> year 4 <sup>th</sup> year Thereafter	694.80 710.10 725.40 740.80 756.20	694.80 710.10 725.40 740.80 756.20	715.60 731.40 747.20 763.00 778.90	744.20 760.70 777.10 793.50 810.10	774.00 791.10 808.20 825.20 842.50
Enrolled Nurse – Special Grade	779.80	779.80	803.20	835.30	868.70
Enrolled Nurse - Medication Endorsement 1 <sup>st</sup> year 2 <sup>nd</sup> year 3 <sup>rd</sup> year 4 <sup>th</sup> year Thereafter		710.10 725.40 740.80 756.20 771.70	731.40 747.20 763.00 778.90 794.90	760.70 777.10 793.50 810.10 826.70	791.10 808.20 825.20 842.50 859.80
<i>Note: refer to clause 9 of this Award regarding appointment to and</i>					

<b>Classification</b>	<b><u>FFPP commencing on or after 01.01.05</u></b>	<b><u>FFPP commencing on or after 14.06.05</u></b>	<b><u>FFPP commencing on or after 01.07.05</u></b>	<b><u>FFPP commencing on or after 01.07.06</u></b>	<b><u>FFPP commencing on or after 01.07.07</u></b>
<i>incremental salary progression within this classification.</i>					
Enrolled Nurse - Special Grade - Medication Endorsement  <i>Note: refer to clause 9 of this Award regarding appointment to this classification.</i>		795.30	819.20	852.00	886.10
Registered Nurse/Midwife 1 <sup>st</sup> year 2 <sup>nd</sup> year 3 <sup>rd</sup> year 4 <sup>th</sup> year 5 <sup>th</sup> year 6 <sup>th</sup> year 7 <sup>th</sup> year 8 <sup>th</sup> year	787.80 830.80 873.60 919.60 965.10 1010.80 1062.70 1106.40	787.80 830.80 873.60 919.60 965.10 1010.80 1062.70 1106.40	811.40 855.70 899.80 947.20 994.10 1041.10 1094.60 1139.60	843.90 889.90 935.80 985.10 1033.90 1082.70 1138.40 1185.20	877.70 925.50 973.20 1024.50 1075.30 1126.00 1183.90 1232.60
Clinical Nurse/Midwifery Specialist	1151.50	1151.50	1186.00	1233.40	1282.70
Clinical Nurse/Midwifery Consultant (appointed prior to 31/12/99)	1415.80	1415.80	1458.30	1516.60	1577.30
Clinical Nurse/Midwifery Consultant Grade 1 1 <sup>st</sup> year 2 <sup>nd</sup> year Grade 2 1 <sup>st</sup> year 2 <sup>nd</sup> year Grade 3 1 <sup>st</sup> year 2 <sup>nd</sup> year	1384.10 1412.30 1440.40 1468.90 1525.20 1553.70	1384.10 1412.30 1440.40 1468.90 1525.20 1553.70	1425.60 1454.70 1483.60 1513.00 1571.00 1600.30	1482.60 1512.90 1542.90 1573.50 1633.80 1664.30	1541.90 1573.40 1604.60 1636.40 1699.20 1730.90
Nursing/Midwifery Unit Manager Level 1 Level II Level III	1387.90 1453.80 1492.90	1387.90 1453.80 1492.90	1429.50 1497.40 1537.70	1486.70 1557.30 1599.20	1546.20 1619.60 1663.20
Clinical Nurse/Midwifery Educator	1151.50	1151.50	1186.00	1233.40	1282.70
Nurse/Midwifery Educator 1 <sup>st</sup> year 2 <sup>nd</sup> year 3 <sup>rd</sup> year 4 <sup>th</sup> year	1277.40 1313.40 1345.60 1415.80	1277.40 1313.40 1345.60 1415.80	1315.70 1352.80 1386.00 1458.30	1368.30 1406.90 1441.40 1516.60	1423.00 1463.20 1499.10 1577.30
Mothercraft Nurse					

<b>Classification</b>	<b><u>FFPP commencing on or after 01.01.05</u></b>	<b><u>FFPP commencing on or after 14.06.05</u></b>	<b><u>FFPP commencing on or after 01.07.05</u></b>	<b><u>FFPP commencing on or after 01.07.06</u></b>	<b><u>FFPP commencing on or after 01.07.07</u></b>
1 <sup>st</sup> year	747.10	747.10	769.50	800.30	832.30
2 <sup>nd</sup> year	770.90	770.90	794.00	825.80	858.80
3 <sup>rd</sup> year	798.60	798.60	822.60	855.50	889.70
4 <sup>th</sup> year	825.50	825.50	850.30	884.30	919.70
5 <sup>th</sup> year	852.80	852.80	878.40	913.50	950.00
6 <sup>th</sup> year	881.10	881.10	907.50	943.80	981.60
7 <sup>th</sup> year	899.80	899.80	926.80	963.90	1002.50
8 <sup>th</sup> year	919.80	919.80	947.40	985.30	1024.70
9 <sup>th</sup> year	938.90	938.90	967.10	1005.80	1046.00
<i>Mothercraft Nurses employed after 31/12/88 will be classified and paid as Enrolled Nurses.</i>					
Residential Care Nurse					
1 <sup>st</sup> year	678.00	678.00	698.30	726.20	755.20
2 <sup>nd</sup> year	691.60	691.60	712.30	740.80	770.40
3 <sup>rd</sup> year	705.10	705.10	726.30	755.40	785.60
4 <sup>th</sup> year	721.30	721.30	742.90	772.60	803.50
Thereafter	734.50	734.50	756.50	786.80	818.30
Nurse undergoing pre-registration training otherwise than as a student	679.30	679.30	699.70	727.70	756.80
Nurse/Midwifery Practitioner					
1 <sup>st</sup> year	1525.20	1525.20	1571.00	1633.80	1699.20
2 <sup>nd</sup> year	1553.70	1553.70	1600.30	1664.30	1730.90
3 <sup>rd</sup> year	1593.40	1593.40	1641.20	1706.80	1775.10
4 <sup>th</sup> year	1633.20	1633.20	1682.20	1749.50	1819.50
Nurse/Midwifery Managers					
Grade 1					
1 <sup>st</sup> year	1384.10	1384.10	1425.60	1482.60	1541.90
2 <sup>nd</sup> year	1412.30	1412.30	1454.70	1512.90	1573.40
Grade 2					
1 <sup>st</sup> year	1440.40	1440.40	1483.60	1542.90	1604.60
2 <sup>nd</sup> year	1468.90	1468.90	1513.00	1573.50	1636.40
Grade 3					
1 <sup>st</sup> year	1525.20	1525.20	1571.00	1633.80	1699.20
2 <sup>nd</sup> year	1553.70	1553.70	1600.30	1664.30	1730.90
Grade 4					
1 <sup>st</sup> year	1610.10	1610.10	1658.40	1724.70	1793.70
2 <sup>nd</sup> year	1638.30	1638.30	1687.40	1754.90	1825.10
Grade 5					
1 <sup>st</sup> year	1694.60	1694.60	1745.40	1815.20	1887.80
2 <sup>nd</sup> year	1723.20	1723.20	1774.90	1845.90	1919.70
Grade 6					
1 <sup>st</sup> year	1779.60	1779.60	1833.00	1906.30	1982.60
2 <sup>nd</sup> year	1808.00	1808.00	1862.20	1936.70	2014.20

<b>Classification</b>	<b><u>FFPP commencing on or after 01.01.05</u></b>	<b><u>FFPP commencing on or after 14.06.05</u></b>	<b><u>FFPP commencing on or after 01.07.05</u></b>	<b><u>FFPP commencing on or after 01.07.06</u></b>	<b><u>FFPP commencing on or after 01.07.07</u></b>
Grade 7					
1 <sup>st</sup> year	1920.70	1920.70	1978.30	2057.40	2139.70
2 <sup>nd</sup> year	1949.20	1949.20	2007.70	2088.00	2171.50
Grade 8					
1 <sup>st</sup> year	2062.00	2062.00	2123.90	2208.90	2297.30
2 <sup>nd</sup> year	2090.20	2090.20	2152.90	2239.00	2328.60
Grade 9					
1 <sup>st</sup> year	2203.10	2203.10	2269.20	2360.00	2454.40
2 <sup>nd</sup> year	2231.60	2231.60	2298.50	2390.40	2486.00



**Table 2 – Other Rates and Allowances**

<b>Item No.</b>	<b>Clause No.</b>	<b>Description</b>	<b><u>FFPP commencing on or after 01.01.05</u></b>	<b><u>FFPP commencing on or after 14.06.05</u></b>	<b><u>FFPP commencing on or after 01.07.05</u></b>	<b><u>FFPP commencing on or after 01.07.06</u></b>	<b><u>FFPP commencing on or after 01.07.07</u></b>
1.	12(i)(a)	General nurse in charge of hospital	\$22.52 per shift	\$22.52 per shift	\$23.19 per shift	\$24.12 per shift	\$25.09 per shift
2.	12(ii)(a)	On call allowance	\$2.46 per hour with a min. payment of \$19.68	\$2.46 per hour with a min. payment of \$19.68	\$2.53 per hour with a min. payment of \$20.24	\$2.63 per hour with a min. payment of \$21.04	\$2.74 per hour with a min. payment of \$21.92
3	12(ii)(b)	On call allowance on rostered day off	\$4.93 per hour with a min. payment of \$39.44	\$4.93 per hour with a min. payment of \$39.44	\$5.08 per hour with a min. payment of \$40.64	\$5.28 per hour with a min. payment of \$42.24	\$5.49 per hour with a minimum payment of \$43.92
4.	12(ii)(c)	On call during meal break	\$9.69 per break	\$9.69 per break	\$9.98 per break	\$10.38 per break	\$10.80 per break
5.	12(iii)(a)	Director of Nursing performing radiographic duties	\$27.48 per week	\$27.48 per week	\$28.30 per week	\$29.43 per week	\$30.61 per week
6.	12(iii)(c)	Employees performing radiographic duties in the absence of Director of Nursing	\$5.50 per day, maximum of \$27.48 per week	\$5.50 per day, maximum of \$27.48 per week	\$5.66 per day, maximum of \$28.30 per week	\$5.89 per day, maximum of \$29.43 per week	\$6.12 per day, maximum of \$30.61 per week
7.	12(iv)	Employee wearing lead apron	\$1.36 per hour	\$1.36 per hour	\$1.40 per hour	\$1.46 per hour	\$1.52 per hour
8.	12(v)	Registered Nurse in charge of ward	\$22.52 per shift	\$22.52 per shift	\$23.19 per shift	\$24.12 per shift	\$25.09 per shift
9.	12(vi)	Registered Nurse in charge of ward, also in charge of hospital of less than 100 beds	\$33.78 per shift	\$33.78 per shift	\$34.79 per shift	\$36.18 per shift	\$37.64 per shift
10.	14(i) 14(ii)	Climatic Allowance Isolation Allowance	\$3.60 per week \$7.09 per week	\$3.60 per week \$7.09 per week	\$3.60 per week \$7.09 per week	\$3.60 per week \$7.09 per week	\$3.60 per week \$7.09 per week
11.	17(i)	Special rates for Tibooburra and Ivanhoe District Hospitals-	\$31.81 per week	\$31.81 per week	\$31.81 per week	\$31.81 per week	\$31.81 per week

Item No.	Clause No.	Description	<u>FFPP commencing on or after 01.01.05</u>	<u>FFPP commencing on or after 14.06.05</u>	<u>FFPP commencing on or after 01.07.05</u>	<u>FFPP commencing on or after 01.07.06</u>	<u>FFPP commencing on or after 01.07.07</u>
		Registered Nurse Enrolled, Trainee Enrolled, Assistant in Nursing	\$13.86 per week	\$13.86 per week	\$13.86 per week	\$13.86 per week	\$13.86 per week
11A.	17(iii)	Corrections Health Service Environment Allowance	\$2049 per annum	\$2049 per annum	\$2110 per annum	\$2110 per annum* *to be reviewed upon State Wage Case 2006.	\$2110 per annum *to be reviewed upon State Wage Case 2007
11B.	17(iv)	Corrections Health Service Productivity Allowance	\$48.70 per week	\$48.70 per week	\$50.16 per week	\$52.17 per week	\$54.26 per week
12.	20(iv)(b)	Excess Fares	\$5.20 per day	\$5.20 per day	\$5.20 per day	\$5.20 per day	\$5.20 per day
13.	23(iii)(a) (b)(c)	Uniform Allowance	(a)Uniform \$6.57 per week including \$1.55 per week for Shoes. Cardigan or jacket \$1.51 per week.  (b)Stockings \$2.60 per week  (c)Socks \$0.51 per week	(a)Uniform \$7.22 per week including \$1.70 per week for Shoes. Cardigan or jacket \$1.66 per week.  (b)Stockings \$2.86 per week  (c)Socks \$0.56 per week	(a)Uniform \$7.22 per week including \$1.70 per week for Shoes. Cardigan or jacket \$1.66 per week.  (b)Stockings \$2.86 per week  (c)Socks \$0.56 per week	(a)Uniform \$7.22 per week including \$1.70 per week for Shoes. Cardigan or jacket \$1.66 per week.  (b)Stockings \$2.86 per week  (c)Socks \$0.56 per week	(a)Uniform \$7.22 per week including \$1.70 per week for Shoes. Cardigan or jacket \$1.66 per week.  (b)Stockings \$2.86 per week  (c)Socks \$0.56 per week
14.	23(iv)	Laundry Allowance	\$4.18 per week	\$4.59 per week	\$4.59 per week	\$4.59 per week	\$4.59 per week
15	38(iii) (a) (b)	Deduction for accommodation- Separate bedroom Self contained flat	\$47.17 per week \$57.48 per week	\$47.17 per week \$57.48 per week	\$48.59 per week \$59.20 per week	\$50.53 per week \$61.57 per week	\$52.55 per week \$64.03 per week
16.	38(iv)	Deduction for meals	\$101.83 per week	\$101.83 per week	\$104.88 per week	\$109.08 per week	\$113.44 per week
17.	38(v) (b)	Charge for meals- Breakfast Other meals	\$3.44 per meal \$6.27 per meal	\$3.44 per meal \$6.27 per meal	\$3.54 per meal \$6.46 per meal	\$3.68 per meal \$6.72 per meal	\$3.83 per meal \$6.99 per meal
18.	12(viii)	Enrolled nurse	\$10.68 per	\$10.68 per	\$11.00 per	\$11.44 per	\$11.90 per

<b>Item No.</b>	<b>Clause No.</b>	<b>Description</b>	<b><u>FFPP commencing on or after 01.01.05</u></b>	<b><u>FFPP commencing on or after 14.06.05</u></b>	<b><u>FFPP commencing on or after 01.07.05</u></b>	<b><u>FFPP commencing on or after 01.07.06</u></b>	<b><u>FFPP commencing on or after 01.07.07</u></b>
		employed in the CSSD of a hospital and in possession of a Sterilising Technology Certificate issued by the Sterilising Research and Advisory Council of Australia	week	week	week	week	week
19.	17(v)	Industry Allowance, Flight Nurses, Ambulance Service	\$10.90 per week	\$10.90 per week	\$11.23 per week	\$11.68 per week	\$12.15 per week
20	13(iii)	Continuing Education Allowance – Post-graduate Certificate	\$15.45 per week	\$15.45 per week	\$15.91 per week	\$16.55 per week	\$17.21 per week
21	13(iv)	Continuing Education Allowance – Post-graduate diploma or degree	\$25.75 per week	\$25.75 per week	\$26.52 per week	\$27.58 per week	\$28.68 per week
22	13(v)	Continuing Education Allowance – Masters degree or doctorate	\$30.90 per week	\$30.90 per week	\$31.83 per week	\$33.10 per week	\$34.42 per week
23	13(vii)	Continuing Education Allowance – Enrolled Nurse Certificate 4	\$10.30 per week	\$10.30 per week	\$10.61 per week	\$11.03 per week	\$11.47 per week

## **SCHEDULE 1: NURSE MANAGERS**

A registered nurse who:

### **Grade 1**

- (a) participates in the management of the nursing service as the Deputy Nurse Manager in a small health facility or hospital and is responsible to an on-site Nurse Manager;
- (b) supervises the nursing services in a small health facility or hospital on evenings, nights and/or weekends (where such a position exists as a separate and substantive position).

### **Grade 2**

- (a) supervises the nursing services in a health facility or hospital greater than 100 ADA on evenings, nights and/or weekends;
- (b) participates in the management of the nursing service of a small health facility or hospital as the Deputy Nurse Manager, and is responsible to a nurse manager who has responsibility for the management of two or more hospitals;
- (c) co-ordinates and manages a function, service or section (including a ward and/or unit or community nursing service) within a health facility or hospital.

### **Grade 3**

- (a) co-ordinates and manages a nurse education service of a hospital or group of hospitals or health facility, supervising at least one other nurse educator (provided that the requirement to be responsible for one or more nurse educators shall not apply in the case of an employee who is regarded by his or her employer as a resource person for other nurse educators or who is a sole educator for that nurse education service);
- (b) participates in the management of nursing services as the Deputy Nurse Manager in a medium-sized health facility or hospital (other than a tertiary referral teaching hospital);
- (c) is responsible for the management of nursing services in a small health facility or hospital;
- (d) is the on-site executive officer in addition to responsibility for the management of nursing services in a facility or hospital generally not exceeding 10 ADA.
- (e) co-ordinates and manages a complex function, service or section (including a large and/or complex ward and/or unit or community nursing service) within a health facility or hospital.

### **Grade 4**

- (a) participates in the management of nursing services as the Deputy Nurse Manager in a complex hospital (other than a tertiary referral teaching hospital);
- (b) is responsible for the overall management of nursing services across a group of small hospitals or facilities or health services;
- (c) co-ordinates and manages a hospital wide function or service in a tertiary referral teaching hospital.

### **Grade 5**

- (a) is responsible for nursing operations in a major clinical division (for example, surgery or medicine) of a teaching hospital (other than a tertiary referral teaching hospital);
- (b) co-ordinates and manages a complex nurse education function;
- (c) is the on-site executive officer in addition to responsibility for the management of nursing services in a facility or hospital (or group) generally greater than 10 ADA and generally not exceeding 30 ADA.
- (d) is responsible for management of nursing services in a medium sized health facility or hospital.

**Grade 6**

- (a) is the on-site executive officer in addition to responsibility for the management of nursing services in a facility or hospital (or group) generally greater than 30 ADA and generally not exceeding 75 ADA.
- (b) is responsible for the management of nurse education in an area health service where the largest hospital in the area is less than 250 ADA;
- (c) participates in the management of the nursing services as the Deputy Nurse Manager in a tertiary referral teaching hospital;
- (d) is responsible for nursing operations in a major clinical division of a tertiary referral teaching hospital;
- (e) is responsible for management of nursing services in a medium sized health facility or hospital.

**Grade 7**

- (a) is responsible for the management of nursing services in a complex hospital;
- (b) is responsible for the management of nursing services across a group of medium-sized hospitals or facilities or health services;
- (c) is responsible for the management of nurse education in an Area Health Service where the largest hospital in the area has an ADA greater than 250.

**Grade 8**

- (a) is responsible for the overall management of nursing services across a group of complex hospitals or facilities or health services;

**Grade 9**

- (a) is the Area Director of Nursing Services in a rural Area Health Service;
- (b) is responsible for the nursing services in a major teaching hospital providing tertiary referral services.

## CORE KNOWLEDGE AND SKILLS

GROUP	Leadership	Communication	Knowledge	Performance Management	Planning	Resource Management
<b>Grade 1</b>	Ability to provide leadership as a resource person and role model in the clinical setting and in professional relationships and act as a mentor for less experienced staff.	Ability to represent nurses and consult with staff and other health professionals appropriately. Ability to identify to and mediate potential and actual conflict between individuals.	Ability to utilise and share knowledge and skills relating to nursing practice. Ability to contribute to and utilise research.	Ability to assess the competence of staff, and identify strengths and limitations. Ability to facilitate professional development of staff. Ability to facilitate activities which enhance the practice of staff.	Ability to set goals, formulate and implement plans to achieve identified outcomes. Ability to contribute to the implementation of organisational change.	Ability to effectively allocate and manage nursing resources and set nursing priorities.
<b>Grade 2</b>	Ability to lead the development of policy relating to nursing practice and provide leadership through direction and support to staff.		Ability to acquire and utilise a sound and contemporary knowledge of nursing professional and management issues.		Ability to contribute to an operational plan for the nursing service and coordinate the process of organisational change.	Ability to develop, monitor and evaluate nursing resource allocation.
<b>Grade 3</b>	Ability to develop leadership and management potential in staff. Ability to identify the need for and initiate the development of policy relating to the nursing service.	Ability to utilise a broad range of communication skills selectively in a variety of settings.	Ability to facilitate the acquisition of knowledge by individuals and groups.	Ability to undertake planning for and monitor performance in areas of responsibility for both individuals and teams. Ability to undertake a range of performance management activities appropriately.	Ability to develop an operational plan for the nursing service.	Ability to develop a staffing profile appropriate to service needs. Ability to develop nursing service budget within prescribed parameters.
<b>Grade 4</b>	Ability to evaluate and adjust policy.	Ability to represent the nursing service inside and outside the organisation at a local level. Ability to identify and mediate potential and actual conflict between groups.	Ability to acquire and utilise a sound and contemporary knowledge of health management and organisational issues. Ability to foster quality research activities.	Ability to develop performance assessment indicators and skill development tools.	Ability to coordinate planning across a range of services. Ability to manage the process of organisational change, evaluate the outcome and adjust direction.	Ability to identify nursing and/or health service budget requirements and negotiate for funding allocation.

<b>Grade 5</b>	Ability to develop an environment which promotes continuous improvement in practice.	Ability to manage media relations related to local issues within a policy framework. Ability to represent the organisation at a local level.	Ability to identify, evaluate and incorporate where appropriate emerging trends within the profession of nursing.	Ability to coordinate performance management activities within a range of services.	Ability to contribute to a strategic plan for the nursing service.	
<b>Grade 6</b>	Ability to develop a culture within the organisation which is open to critical reflection and change.			Ability to monitor and evaluate performance management across the organisation and identify opportunities to realise enhanced performance.	Ability to develop a strategic plan for the nursing service and contribute to the development of a strategic plan for the organisation.	Ability to assess nursing and/or health service resource utilisation and make recommendations.
<b>Grade 7</b>		Ability to represent the nursing service in a range of forums including State and National.	Ability to identify, evaluate and incorporate where appropriate emerging trends within health care.	Ability to enhance organisational performance through collaboration with other health facilities.		
<b>Grade 8</b>	Ability to vision and articulate the potential for the organisation.	Ability to represent the organisation at a State and National level.	Ability to identify, evaluate and incorporate where appropriate emerging trends within the broader service and business industry which have the potential to enhance nursing and/or health services.		Ability to generate and develop a strategic plan for the organisation.	
<b>Grade 9</b>	Ability to contribute to and influence emerging trends within nursing and health.	Ability to negotiate on behalf of the organisation.		Ability to enhance organisational performance through collaboration with other organisations both within and outside the area of health.	Ability to analyse the strategic plan of the organisation for continuing relevance and adjust direction. Ability to contribute to a strategic plan for health care in a range of forums including at a State and National level.	Ability to identify additional funding sources and negotiate funding as required.

Represents core knowledge and skills. Each grade represents a higher level of function than those beneath. An assumption is made that those at Grade 8 (for example) will already have the knowledge and skills outlined in Grades 1-7.