
**NURSES (VICTORIAN PUBLIC HEALTH SECTOR)
MULTIPLE BUSINESS AGREEMENT 2004-2007**

PART A – PRELIMINARY

1 TITLE

This Agreement shall be known as the Nurses (Victorian Public Sector) Multiple Employer Agreement 2004-2007.

2 DIVISION INTO PARTS

This Agreement is divided into the following parts:

Parts:

- A Preliminary
- B Disputes and No Extra Claims
- C Staffing, Conditions and Wages

3 ARRANGEMENT

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4 DEFINITIONS

In this Agreement except where the context requires otherwise:

- (a) **accredited official of the Union** means an officer or Employee of the Australian Nursing Federation or of the Health Services Union of Australia (with respect to Registered Nurses Division 2 only).
- (b) **Act** means *Workplace Relations Act 1996*.
- (c) **allowance rate** in relation to a Registered Nurse Division 2 means allowance rate as defined by the Award, and calculated by reference to the rates of pay set out in **Schedule B** of this Agreement. For convenience, relevant allowances calculated by applying the allowance rate are set out in **Schedule B** to this Agreement.
- (d) **Award** means the Nurses (Victorian Health Services) Award 2000.

- (e) **base rate**
- (i) in relation to a Registered Nurse Division 1 (and in clause 20) means the rate for a Registered Nurse Division 1 Grade 2, 2nd year of experience, calculated by reference to the rates of pay set out in **Schedule B** of this Agreement; and
 - (ii) in relation to a Registered Nurse Division 5 (other than in clause 20) means the rate of pay for a Registered Nurse Division 5 Group C (as defined in the Award) 1st year of experience calculated by reference to the rate of pay set out in Schedule B of this Agreement.

For convenience, relevant allowances calculated by applying the base rate are set out in **Schedule B** to this Agreement.

- (f) **Commission** means the Australian Industrial Relations Commission.
- (g) **CWMA** means the current workload management arrangements in place as at 4 May 2004 (or as altered in accordance with **clause 14** of this Agreement) at the health service (or part of the health service) operated by an Employer including:
- application of the nurse/patient ratios;
 - other working arrangements to deal with the management of nurse workloads such as, but not limited to, shift length, start and finishing times.

A dispute about what constitutes CWMA as at 4 May 2004 is to be dealt with in accordance with **clause 9** of this Agreement.

- (h) **DHS** means the Department of Human Services.
- (i) **EFT** means equivalent full time Employee.
- (j) **Employee** means a Registered Nurse Division 1, Registered Nurse Division 2, and Registered Nurse Division 5 employed by an Employer bound by this Agreement.
- (k) **Employer** means any of the health sector agencies listed in **Schedule A** or on any site, campus or other workplace operated by any of the named health sector agencies listed in **Schedule A**.
- (l) **experience** means service and experience following registration in a grade or sub-grade at least equal to that in which the Employee is employed (or to be employed). Where an Employee has previously been employed in a higher grade or sub-grade, service and experience in that higher grade or sub-grade will count as service and experience in the lower grade or sub-grade for the purposes of determining an Employee's experience.
- (m) **a year of experience** means experience (as defined) gained from working an average of three shifts or more per week in a year. If the Employee averages less than three shifts per week or 48 hours per fortnight (whichever is the lesser), the Employee will need to complete an additional year to advance. Where in this

Agreement there is a reference to a number of years of experience greater than one then each such year of experience must be calculated by reference to the definition of one year of experience in order to determine whether an Employee has attained the requisite number of years of experience.

- (n) **extended leave** includes long service leave, parental leave and long-term WorkCover absences.
- (o) **Hospital Certificate** does not include an Employee's base qualification.
- (p) **nurse/patient ratios** means the nurse/patient ratios set out in **Schedule C** of this Agreement.
- (q) **part of a shift in clause 25** means that period on a public holiday from:
 - (i) midnight to completion of shift; or
 - (ii) commencement of shift to midnight
- (r) **Public Sector** shall refer to employment under this Agreement in respect of an Employer or place of work identified in **Schedule A** of this Agreement.
- (s) **Registered Nurse Division 1** means a person registered in division 1 of the Register of the Nurses Board of Victoria as defined in the *Nurses Act 1993 (Vic)* but does not include a Registered Nurse Division 1 who is employed solely or predominantly in the provision of psychiatric nursing services. A reference in the Award to Registered Nurse is, for the purposes of this Agreement, a reference to a Registered Nurse Division 1.
- (t) **Registered Nurse Division 2** means a person registered in division 2 of the Register of the Nurses Board of Victoria as defined in the *Nurses Act 1993 (Vic)* but does not include a Registered Nurse Division 2 who is employed solely or predominantly in the provision of psychiatric nursing services. A reference in the Award to a State Enrolled Nurse or an Enrolled Nurse is, for purposes of this Agreement, a reference to a Registered Nurse Division 2.
- (u) **Registered Nurse Division 5** means a person registered in division 5 of the Register of the Nurses Board of Victoria as defined in the *Nurses Act 1993 (Vic)*. A reference in the Award to a Mothercraft Nurse is, for purposes of this Agreement, a reference to a Registered Nurse Division 5.
- (v) **short shift in clause 16** means a shift of six hours duration in addition to a 30 minute meal break.
- (w) **The 2000 Agreement** means the Nurses (Victorian Public Sector) Multi Employer Agreement 2000-2004.
- (x) **24 hours a day, seven days per week areas** means wards/units/divisions of a hospital campus/facility that have a staffing roster that operates over 24 hours a day for seven days a week.
- (y) An Employer may title a Registered Nurse Division 1 as a Nurse Unit Manager ("NUM") or as an Associate Nurse Unit Manager ("ANUM"). The use of the classification title Nurse Unit Manager or Associate Nurse Unit Manager or the

relevant acronym by an Employer is, for the purposes of this Agreement and the Award, to be interpreted as a reference to Charge Nurse and Associate Charge Nurse respectively.

Any term, expression or phrase not defined in this Agreement has, unless the context otherwise requires, the same meaning as is given to that term, expression or phrase by the Award.

A reference in this Agreement to “hospital” or “health care facility”, “public health sector agency” or similar term is a reference to the hospital, health care facility, public health sector agency operated by an Employer listed in **Schedule A** to this Agreement.

5 PARTIES BOUND

- 5.1 The parties to this Agreement are the Employers referred to in **Schedule A**, the Health Services Union of Australia (“**HSU**”) in respect of the employment of Registered Nurses Division 2 and the Australian Nursing Federation (“**ANF**”)
- 5.2 This Agreement is also binding upon Employees employed by an Employer referred to in **Schedule A** as a Registered Nurse Division 1, Registered Nurse Division 2, or Registered Nurse Division 5.

6 INCIDENCE AND APPLICATION

This Agreement applies to the employment of Registered Nurses Division 1, Registered Nurses Division 2, and Registered Nurses Division 5 who are employed by the Employers to whom this Agreement applies, unless specifically noted otherwise.

7 DATE AND PERIOD OF OPERATION

This Agreement shall come into operation on the day on which it is certified. The nominal expiry date of this Agreement is 30 September 2007.

8 RELATIONSHIP WITH AWARD AND OTHER CERTIFIED AGREEMENTS

- 8.1 This Agreement is to be read in conjunction with the Award. Where there is any inconsistency between this Agreement and the Award, this Agreement will prevail.
- 8.2 Where this Agreement makes provision for a varied or additional operation of a term of the Award, that term will apply subject to, or as varied by, this Agreement.
- 8.3 The Schedules and Appendices attached to this Agreement form part of this Agreement and are to be read in conjunction with the Agreement and the Award.
- 8.4 This Agreement wholly replaces the 2000 Agreement (to the extent that the 2000 Agreement is binding on an Employer who is also bound by this Agreement) and any other certified agreement binding on an Employer bound by this Agreement that does not solely pertain to salary packaging, organisational change (redundancy) or 12 hour shifts and that:
 - (a) binds an Employer; and
 - (b) applies to the employment of persons to whom this Agreement applies; and

- (c) has a nominal expiry date which has passed.

PART B –DISPUTES AND NO EXTRA CLAIMS

9 DISPUTE RESOLUTION

9.1 Grievances

- (a) An Employee will have the right for grievances to be heard through all levels of line management.
- (b) In the first instance the Employee will attempt to resolve the grievance with her or his immediate supervisor. The local ANF or HSU or other representative will be present if desired by either party.
- (c) If the Employee still feels aggrieved, then the matter will be referred to her or his Department Head. The local union or other representative will be present if desired by either party.
- (d) If the grievance is still unresolved, the matter shall be referred to senior management and the senior local or state branch union or other representative.
- (e) If the grievance is still unresolved, then the state branch of the ANF or HSU or other representative shall be advised and a meeting arranged. At this stage the Employer's representative shall be advised and shall be present at the request of either party.
- (f) It is agreed that the above steps in **sub-clauses 9.1(a) to (e)** shall take place within seven days (or such longer period as may be mutually agreed).
- (g) If the grievance has not been resolved to the satisfaction of the Employee or the Employer, either party to the grievance may refer the grievance to the Commission for resolution by conciliation, and if necessary by arbitration. Despite this paragraph, a dispute over the application of this Agreement shall be dealt with in accordance with **sub-clause 9.2(a)**.
- (h) Until the grievance is determined, work shall continue normally in accordance with custom and practice existing before the grievance arose while discussions take place. No party shall be prejudiced as to the final settlement by the continuance of work. Health and safety matters are exempted from this sub-clause.

9.2 Disputes over the Application of this Agreement

- (a) In accordance with Section 170LW of the Act, the Commission is empowered to settle by conciliation, any dispute over the application of this Agreement between parties to this Agreement which is referred to it by a party to this Agreement. If a dispute over the application of this Agreement cannot be resolved by conciliation, the Commission may, where the parties directly affected by such a dispute first agree, exercise arbitration power to settle that dispute.
- (b) For the avoidance of doubt, a dispute concerning the application of this Agreement to a newly created classification or to work under a new position title is to be dealt with in accordance with **sub-clause 9.2(a)**.

9.3 Discipline

- (a) Where disciplinary action is necessary, the management representative shall notify the Employee of the reason. The first warning shall be verbal and will be recorded on the Employee's personal file. A union or other representative shall be present if desired by either party.
- (b) If the problem continues the matter will be discussed with the Employee and a second warning in writing will be given to the Employee and recorded on the Employee's personal file. The local union or other representative shall be present if desired by either party.
- (c) If the problem continues the Employee will again be notified by the management representative. If a final warning is to be given then it shall be issued in writing and if required by either party, a copy sent to the relevant union or relevant representative. The Employee has the right to union or other representation.
- (d) If the problem re-occurs, the Employee's employment may be terminated. However, an Employee's employment may not be terminated without the authority of senior management.
- (e) Despite **sub-clauses 9.3(a) to (d)**, an Employee may still be summarily dismissed for acts of serious and wilful misconduct.
- (f) If a dispute arises over any disciplinary action instigated against an Employee by a management representative, the course of action to be followed shall be in accordance with **sub-clause 9.1(g)**.
- (g) If after any warning, a period of twelve months elapses without any further warning or action being required, all adverse reports relating to the warning must be removed from the Employee's personal file.
- (h) All new Employees shall be handed a copy of these procedures on commencement of employment.

10 NO EXTRA CLAIMS

10.1 The ANF, HSU, the Employers and their respective Employees bound by this Agreement acknowledge and agree that:

- (a) this Agreement settles all claims in relation to the terms and conditions of employment of the Employees to whom it applies including all ANF, HSU, and Employer claims made before and during the negotiations leading to the making of this Agreement (whether or not those claims were matters at issue during the bargaining period); and
- (b) this Agreement sets out and is intended to set out comprehensively, all of the terms and conditions of employment of the Employees whose employment is subject to the Agreement; and
- (c) they will not pursue any extra claims during the term of this Agreement.

10.2 Subject to an Employer meeting its obligations to consult arising under this Agreement or a relevant contract of employment, it is not the intention of **sub-clause 10.1(c)** to

inhibit, limit or restrict an Employer's right or ability to introduce change at the workplace.

- 10.3 The parties agree to commence discussions no later than six months prior to the nominal expiry date of this Agreement. Provided that any claim made by a party during this period is not supported by industrial action, **sub-clause 10.1(c)** does not prevent a party from making a claim during the six month period (or such earlier period as may be agreed) prior to the nominal expiry date of this Agreement.
- 10.4 Despite **clause 10.1(c)**, during the nominal life of this Agreement the parties:
- (a) will discuss and attempt to resolve the issue of the appropriate classification, salary and allowance which should apply to a Registered Nurse Division 1 employed as a midwife who holds an undergraduate degree in midwifery. Therefore claims made by the parties (or any of them) in respect of the appropriate classification, salary and allowance which should apply to the employment of such a Registered Nurse Division 1 are not extra claims; and
 - (b) will not support or advance any claim made in accordance with **sub-clause 10.4(a)** by industrial action.

PART C – STAFFING, CONDITIONS AND WAGES

11 CLASSIFICATIONS AND SALARY INCREASES

- 11.1 Amendments to the operation of Award classifications and classifications in grades are set out in **Schedule B**.
- 11.2 The salary and allowance increases are set out in **Schedule B**. The first salary and allowance increase will have retrospective operation from the date set out in **Schedule B**.
- 11.3 Except as altered by **Schedule B**, classifications and classifications in grades contained in clauses 29, 31 and 50 of the Award continue to apply. Amendments to classifications and classifications in grades made by the 2000 Agreement have been incorporated into **Schedule B** of this Agreement.
- 11.4 Arrangements for transition through grades provided for by the Award, continue to apply, except where amended as follows or by **Schedule B** (incorporating transitional amendments made by the 2000 Agreement):
- (a) On 1 April 2004 the additional increments set out below will apply. These increments have been provided for in **Schedule B** and have been applied to the classification structure and salaries which applied under the 2000 Agreement in operation as at 31 March, 2004:
 - (i) the Registered Nurse Division 1 classification structure at Grade 2 of \$22.00 per week; and
 - (ii) the Registered Nurse Division 1 classification structure at the Charge Nurse/Nurse Unit Manager Grade 4B of \$30.00 per week; and
 - (iii) the Registered Nurse Division 2 classification structure of \$13.00 per week; and

- (iv) the Registered Nurse Division 5 classification structure of \$13.00 per week.
- (b) On or after 1 April 2004 an Employee will translate to the increment which reflects her or his service or years of experience including service or experience prior to 31 March 2004. Movement to a new increment will occur consistently with the following example:

Example – Grade 2 Translation

A Registered Nurse Division 1 who at 31 March 2004, has 12 months' experience or more at the Grade 2 Year 8 increment will progress to the grade 2 year 9 increment on 1 April 2004.

A Registered Nurse Division 1 who at 31 March 2004, has less than 12 months' experience at the Grade 2 Year 8 increment will progress to the grade 2 year 9 increment on a date when that Employee has completed 12 months' experience at the Grade 2 Year 8 increment.

Example – Charge Nurse/Nurse Unit Manager Translation

A Registered Nurse Division 1 who at 31 March 2004 is classified as a Charge Nurse Grade 4B year 2 and has two years of experience in the Charge Nurse Grade 4B classification will progress to the Grade 4B year 3 increment on 1 April 2004.

A Registered Nurse Division 1 who at 31 March 2004 is classified as a Charge Nurse Grade 4B year 2 and has less than two years of experience in the Charge Nurse Grade 4B classification will progress to the Grade 4B year 3 increment on a date when that Employee has completed two years experience at the Grade 4B classification.

The same incremental progression principles will be applied to the other classifications affected by **sub-clause 11.4(a)**.

- (c) Under the Award, three groups of Registered Nurses Division 5 are defined in sub-clauses 29.37.1, 29.37.2 and 29.37.3 as Group A, B and C. On and from 1 April 2004:
- (i) A Registered Nurse Division 5 (other than Employees who undertake additional responsibilities set out in clause 29.37.4 of the Award) will be paid the salary payable for a Group C Registered Nurse Division 5;
- (ii) A Registered Nurse Division 5 currently paid a salary for a Group A or B Registered Nurse Division 5 will translate to the appropriate increment in Group C having regard to her or his years of experience in Group A or B.

Example – Registered Nurse Division 5 Translation

A Registered Nurse Division 5 currently paid as a Group A or B in the 6th or 7th year of experience will translate to the Group C "thereafter" increment.

A Registered Nurse Division 5 currently paid as a Group A or B in the 1st, 2nd, 3rd, 4th or 5th year of experience will translate to the equivalent year of experience increment in Group C.

- (iii) Any new anomalies which arise in relation to a Registered Nurse Division 5 paid in accordance with Group D “additional responsibilities” will be the subject of further discussion between the parties.
- (d) A Registered Nurse Division 2 who completes an undergraduate course which leads to registration and is subsequently registered as a Registered Nurse Division 1 will:
 - (i) if employment as a registered Nurse Division 1 commenced between 1 January 2004 and 31 March 2004 be paid as follows effective from 1 April 2004; or
 - (ii) if employment as a Registered Nurse Division 1 commences on or after 1 April 2004, be paid as follows effective from commencement of employment as Registered Nurse Division 1;

Without Seniors' Allowance	Previous Pay Point	From commencement as a Registered Nurse Division 1
	Registered Nurse Division 2, pay points 1 to 4	Grade 1 Year 1
	Registered Nurse Division 2, pay point 5	Grade 2 Year 1
	Registered Nurse Division 2, pay point 6	Grade 2 Year 1
	Registered Nurse Division 2, pay point 7	Grade 2 Year 2
	Registered Nurse Division 2, pay point 8	Grade 2 Year 2
With Seniors' Allowance	Previous Pay Point	From commencement as a Registered Nurse Division 1
	Registered Nurse Division 2, pay point 1	Grade 2 Year 1
	Registered Nurse Division 2, pay point 2	Grade 2 Year 2
	Registered Nurse Division 2, pay point 3	Grade 2 Year 2
	Registered Nurse Division 2, pay point 4	Grade 2 Year 2
	Registered Nurse Division 2, pay point 5	Grade 2 Year 3
	Registered Nurse Division 2, pay point 6	Grade 2 Year 3
	Registered Nurse Division 2, pay point 7	Grade 2 Year 3
	Registered Nurse Division 2, pay point 8	Grade 2 Year 4

12 SUPERANNUATION

- 12.1 In respect of Employees employed by an Employer prior to the commencement of this Agreement, the Employer will continue to make superannuation contributions to the Employee's current superannuation fund. An Employer will offer to any such Employee the option of that Employee becoming a member of the Health Employees Superannuation Trust of Australia superannuation fund ("**HESTA**") or the HealthSuper superannuation fund.
- 12.2 An Employer will offer to make superannuation contributions on behalf of an Employee who begins employment with an Employer after the commencement of this Agreement to either HESTA or HealthSuper superannuation funds. If the Employee does not make an election in response to this offer, the Employer will pay the Employee's superannuation contributions to a default fund. As at the time of commencement of this Agreement, the default fund will be the HealthSuper superannuation fund.

13 STAFFING - GENERAL

13.1 Skill/Mix

The minimum skill mix that each Employer aims to achieve during the life of this Agreement, in all acute general surgical and medical wards is:

- (a) 1/3 Registered Nurse Division 1 with more than three years' experience;
- (b) 1/3 Registered Nurse Division 1 with one to three years' experience;
- (c) 1/3 Registered Nurse Division 1 with graduate nurse/Registered Nurse Division 2.

13.2 Annual Leave, Long Service Leave and Extended Leave Relief

- (a) In all ward/unit/department budgets, provision will be made for the payment of salaries to persons employed to replace Employees who are absent due to annual leave.
- (b) In order to maintain the nursing hours provided by the CWMA, or a workload management arrangement made under **clause 14** of this Agreement, the rostered hours of all Employees who are on extended leave will be fully replaced.

13.3 Agency and Nurse Bank Staff

- (a) In order to ensure the effective operation of the CWMA or a workload management agreement made under clause 14, each Employer will endeavour to meet the CWMA or a workload management arrangement made under **clause 14** of this Agreement through the employment of permanent Employees. If this is not possible, an Employer should use nurse bank Employees as an interim measure. Agency staff should only be used for unexpected absences, such as sick leave.
- (b) A nurse bank Employee:

- (i) is a direct Employee of an Employer party to this Agreement who is engaged in relieving work or work of a casual nature and whose engagement is terminable by an Employer in accordance with the Employer's requirements without the requirement of prior notice by either party; and
- (ii) is to be paid per hour worked an amount equal to 1/38th of the weekly salary as set out in this Agreement appropriate to the class of work performed plus 25%; and
- (iii) is not entitled to the provisions of the Award relating to Annual leave, Long Service Leave, Sick Leave, Bereavement Leave or Termination of Employment with the exception of clause 47 of the Award for Division 2 nurse bank Employees.

13.4 Deputy Director of Nursing

During the life of this Agreement, Employers which operate a hospital of over 30 beds across more than one site or campus may give consideration to the appointment of a Deputy Director of Nursing on each campus.

14 WORKLOAD MANAGEMENT

The CWMA will continue to apply unless variation is made to the CWMA in accordance with the following process:

- 14.1 Local health agency committees (“**LHAC**”) will be established and will consist of equal numbers of local management and local ANF or other nursing staff representatives. Where local committees existed prior to the commencement of this Agreement, the committee membership will be constituted to comply with this sub-clause when dealing with proposed variations to the CWMA in accordance with this clause. The HSU will be entitled to a local representative on the LHAC if:
- (a) a significant number of Registered Nurses Division 2 in a health service (or part thereof) are members of the HSU; or
 - (b) a Registered Nurses Division 2 makes a request to the Employer in writing that the local HSU be represented.

Where the local HSU is represented the LHAC will be constituted such that the numbers of local management representatives equals the total number of local ANF, local HSU representatives and other representatives. The LHAC will be consulted on proposals under this process.

- 14.2 At the initiative of an Employer or nursing staff a proposal to vary the CWMA (“**Proposal**”) may be submitted to the LHAC for its consideration on the basis of, but not limited to:
- (a) clinical nursing assessment of patient needs;
 - (b) the demands of the environment such as ward layout;
 - (c) statutory obligations including OHS legislation;

- (d) the requirements of nurse regulatory legislation and professional standards;
- (e) workloads; and
- (f) occupancy.

The Proposal will include the name of the person who, subject to **sub-clause 14.5**, will perform the functions of an independent person contained in **sub-clauses 14.5** and **14.6** of this Agreement.

- 14.3 Subject to **sub-clause 14.5(b)**, a Proposal will comply with the following:
- (a) the total nursing hours that apply under CWMA over the four week roster period on the ward or unit must remain on the ward or unit;
 - (b) the terms of **clause 16** of this Agreement which deals with short shifts;
- 14.4 In considering a Proposal submitted to it the LHAC may avail itself of a variety of data and information. This could include information from various sources including data from health services reports, patient dependency systems, skill mix, WEIS, DRGs, separations and length of stay, where available;
- 14.5 If a majority of members of the LHAC support a Proposal:
- (a) which complies with **sub-clause 14.3**, a written copy of that Proposal will be forwarded to an independent person who will distribute it to nursing staff on the ward(s) or unit(s) where the change is proposed and will conduct a secret ballot of those Employees to determine whether the Proposal is to be accepted; or
 - (b) which does not comply with **sub-clause 14.3** it may be referred to the ANF, the HSU (where the HSU is represented on the LHAC), DHS and the Employer affected by the Proposal for consideration. If, following a reasonable opportunity to consider and obtain feedback on such a Proposal either the ANF, HSU (where the HSU is represented on the LHAC) or an Employer affected by the Proposal, supports the Proposal, that party may refer the Proposal for processing (as if it did comply with **sub-clause 14.3**) in accordance with **sub-clauses 14.5(a)**, **14.7** to **14.9**.
- 14.6 If, following consideration under **sub-clause 14.4**, a majority of members of the LHAC do not support the Proposal then the Employer may determine to forward a written copy of the Proposal to an independent person who will distribute it to nursing staff on the ward(s) or unit(s) where the change is proposed and will conduct a secret ballot of those Employees to determine whether the Proposal is to be accepted;
- 14.7 A scrutineer may be appointed by each of the Employer, the ANF and the HSU (where the HSU is represented on the LHAC), DHS and the Employer affected for the purpose of the counting of a ballot in accordance with this **clause 14**.
- 14.8 If a Proposal is accepted by a majority of Employees who cast a vote in the ballot then the Proposal will be signed by an independent person who conducted the ballot (“**the Verified Proposal**”). Once the Verified Proposal is received by the Employer it will be implemented and will replace the CWMA. The implementation of the Verified Proposal

will commence from the first rostered shift in the next full four week roster cycle following its receipt by the Employer or such later time as determined by the Employer.

- 14.9 The Verified Proposal as implemented will continue thereafter to be the new workload management arrangement unless it is reviewed and replaced by any further proposal implemented in accordance with **sub-clauses 14.1 to 14.9** inclusive.
- 14.10 In order to ensure the effective operation of the CWMA or a workload management agreement made under this **clause 14**, the process for advertising and filling of vacancies shall be as follows:
- (a) Each ward/clinical unit shall immediately establish a nurse staffing profile based on EFT Employees.
 - (b) Where a vacancy arises within that nurse staffing profile, the responsible manager/nurse-in-charge will initiate action to advertise the vacant position internally and/or externally immediately after receiving notice of resignation or termination.
 - (c) The Employer shall advertise all ward based vacancies that arise where the vacancy relates to a position that but for the vacancy occurring would have been ongoing, as soon as practicable (ordinarily within eight working days).

15 STAFFING – GRADE 3 AND ABOVE

15.1 Registered Nurse Division 1 - Charge Nurse

Subject to Part II of **Schedule C** of this Agreement:

- (a) there must be one EFT Charge Nurse appointed in each ward/unit of each campus/facility of each hospital/network; or
- (b) two or more part-time Charge Nurses may be appointed so long as one EFT of Charge Nurse hours are worked in the shared position.

15.2 Registered Nurse Division 1 - Associate Charge Nurses

Subject to Part II of **Schedule C** of this Agreement:

- (a) Associate Charge Nurses (“**ACN**”) are appointed to undertake in-charge functions during the off duty periods of the Charge Nurse. Subject to the exceptions below, this rate shall be deemed to include the performance of the in-charge function during the off duty periods of the Charge Nurse.
- (b) When the Charge Nurse is absent for in excess of five days, the relieving ACN shall be paid at the minimum rate for the Charge Nurse for the entire period of relief and another Registered Nurse Division 1 who consequently acts in a higher position shall be similarly paid at the minimum rate of that higher position for the entire period of relief.
- (c) In all 24 hours a day, seven days per week areas, there must be five EFT ACN shift positions available for appointment, and four out of the five of the positions must be permanently appointed.

- (d) Nothing in any of these provisions prevents ACN positions being either full-time or part-time.
- (e) The 5th EFT of ACN may be permanently appointed to, or may be utilised to provide non-appointed nurses with experience as an ACN.
- (f) Where a minimum of four EFT of ACNs are permanently appointed, and a Registered Nurse Division 1 other than an ACN is required to act in charge during the off duty period of a Charge Nurse (which event shall be the exception to the rule), such Registered Nurse Division 1 shall be paid at the minimum rate applicable to the ACN position which would normally be in charge on that shift.
- (g) Where due to recruitment difficulties or delays or to circumstances beyond an Employer's control less than four EFT of ACNs are permanently appointed and a Registered Nurse Division 1, other than an ACN, is required to act in charge during the off duty period of a Charge Nurse (which event shall be the exception to the rule) the Registered Nurse Division 1 shall be paid at the minimum rate for the Charge Nurse for the entire shift.
- (h) **Sub-clause 15.2(g)** does not apply to a Registered Nurse Division 1 who is required to act in charge in the following circumstances:
 - (i) where an ACN in whose place the Registered Nurse Division 1 acts, is on any form of leave; or
 - (ii) for a reasonable period during which a replacement ACN is sought to be employed to fill a vacancy created by the termination of employment of an ACN in whose place the Registered Nurse Division 1 acts.
- (i) In the circumstances set out in **sub-clause 15.2(h)(i)** or **(ii)** the Registered Nurse Division 1 acting in charge shall be paid at the minimum rate applicable to the ACN position which would normally be in charge of that shift.
- (j) Where an Employer experiences difficulties in recruiting Employees to permanent ACN positions despite having taken reasonable and practical steps to fill the position(s), the Employer shall contact the ANF at the earliest opportunity. The ANF and the Employer may then discuss and agree on alternative arrangements. Any agreement reached will be recorded in writing.
- (k) The Employer is to appoint an ACN to cover all off duty periods of the Charge Nurse and, if a Registered Nurse Division 1 who is not an appointed ACN is required to act in charge during the off duty period of a Charge Nurse (which event shall be the exception to the rule) the Registered Nurse Division 1 shall be remunerated at the minimum rate for the Charge Nurse for the entire shift.

15.3 Higher Duties for Grade 3

Despite **sub-clause 33.1** of the Award and provided that **sub-clause 15.2** above is complied with, a Registered Nurse Division 1 who relieves in a position classified at Grade 3 will be paid at the minimum rate for that classification only where she/he is engaged for the full day or shift in that classification.

15.4 Registered Nurse Division 1 - Director of Nursing

Despite any other provisions of this Agreement or the Award, each hospital/network must employ a full-time Director of Nursing (“DON”), classified in accordance with the Award, on each campus of the hospital.

15.5 Registered Nurse Division 1 - Night Nurse in Charge/Supervisor

- (a) A Registered Nurse Division 1 classified at Grade 5 shall be appointed to be in charge of each campus in all off duty periods of the DON.
- (b) The indicative position description for an Employee appointed under **sub-clause 15.5(a)** is attached at **Appendix 3** to this Agreement.
- (c) For the purpose of this **sub-clause 15.5**, “**campus**” does not include a community health centre.

15.6 Registered Nurse Division 1 – Clinical Nurse Specialist

The Clinical Nurse Specialist (“CNS”) classification shall be available to all Registered Nurses Division 1 whether employed full time or part time who meet the criteria below:

- (a) A CNS is defined as a Registered Nurse Division 1 appointed to the grade with either specific post basic qualifications and 12 months’ experience working in the clinical area of her/his specified post basic qualification, and is responsible for clinical nursing duties, or minimum of four years’ post registration experience, including three years’ experience in the relevant specialist field.
- (b) Applicants must meet the above definition, be employed either full time or part time and demonstrate **one** criterion in **each** of **paragraphs 1, 2 and 3** of **Appendix 2**.
- (c) The process for applications for CNS positions will be as follows:
 - each Employer will arrange for the advertising of applications once every six months.. This information to be permanently available for nursing staff;
 - written applications are to be made to the Charge Nurse;
 - Interviews, if required, will be conducted by the Charge Nurse, ACN or Educator and one other;
 - some health agencies (for example, where service delivery is similar across the facility) may wish to operate with an “umbrella” committee for the purpose of interviews;
 - the successful applicant will be notified in writing within seven days. The pay office will be informed of the new classification at the same time, with implementation to occur from the next pay period;

- if the applicant is unsuccessful they are to be notified of the outcome within seven days. An explanation will be given to the applicant as to the reasons for the decision;
- each Employer will implement an appeal process. The appeal to be lodged by the applicant within two weeks of receiving the rejection letter and heard by the Appeal Committee within four weeks. The applicant may at this stage seek advice and assistance from the ANF;
- appeals will be directed to the DON or nominee. An independent panel will be convened, consisting of a DON or nominee, Charge Nurse, CNS or other nominee as appropriate, other than those involved in the original decision.

16 HOURS OF WORK

16.1 Unless the CWMA provides otherwise, a day off in each four or five week roster cycle will accrue for all full time Employees. Unless the CWMA is varied in accordance with **clause 14**:

- (a) a full-time Employee rostered to work on shifts of eight hours duration will work 152 hours in each four week roster cycle to be worked as 19 days each of eight hours with an accrued day off in each four week roster cycle; and
- (b) a full-time Employee rostered to work on night shifts of 10 hours duration will work 190 hours in each five week roster cycle to be worked as 19 shifts each of 10 hours with an accrued day off in each five week roster cycle.

16.2 The obligations as they apply to a particular ward or unit under **sub-clause 16.1** particularly in relation to shift lengths and start and finish times may be varied in accordance with the process for variation of the CWMA specified in **clause 14**, subject to the following:

- (a) Where short shifts are rostered they shall not exceed one short shift per “am” shift and one short shift per “pm” shift per ward or unit which shall commence at the usual commencement time in the a.m. and two hours after normal commencement time in the p.m.
- (b) Despite the provisions of **sub-clause 16.2(a)** in aged care and rehabilitation wards or units, the rostered short shifts shall be applied as follows:
 - (i) if the CWMA in aged care and rehabilitation wards/units provides for the rostering of no more than two short shifts then short shifts shall not exceed two per day per ward/unit;
 - (ii) if the CWMA in aged care and rehabilitation wards/units provides for the rostering of more than two short shifts, then up to three short shifts in total can be rostered per ward/unit in any configuration over “am” and “pm” shifts.
- (c) If a full time Employee works a six hour short shift that Employee will be entitled to an accrued day off as if a full shift was worked.

- (d) An Employee will not be rostered to work short shifts unless they agree to work them.

17 DAYLIGHT SAVING

- 17.1 Despite **clause 18** of this Agreement and **clauses 42** and **58** of the Award, if an Employee works on a shift during which time changes because of the introduction of, or cessation to, daylight saving, that Employee will be paid for the actual hours worked at the ordinary time rate of pay.

Example

An Employee is rostered to a ten hour night shift from 9pm through to 7:30am (including a 30 minute meal break). During the course of this shift, the clock is wound forward one hour due to the commencement of daylight saving.

The Employee therefore works nine hours. The Employee is paid nine hours at his or her ordinary time rate of pay (including any shift penalties or allowances ordinarily payable in respect of this shift).

Example

An Employee is rostered to a ten hour night shift from 9pm through to 7.30am (including a 30 minute meal break). During the course of this shift, the clock is wound back one hour due to the cessation of daylight saving.

The Employee therefore works 11 hours. The Employee is paid 11 hours at his or her ordinary time rate of pay (including any shift penalties or allowances ordinarily payable in respect of this shift). No overtime is paid for the additional hour worked.

- 17.2 For the purpose of calculating accrued days off in accordance with **clause 39** of the Award, Employees who work on a shift during which time changes because of the introduction of, or cessation to, daylight saving, will be taken to have worked the standard hours for a night shift in accordance with the CWMA.

18 OVERTIME

18.1 General

- (a) Overtime will be paid to an Employee where the Employee is requested or directed by the Employer to perform work that is performed in addition to the full time rostered shift length for that ward or unit. Except in the case of a DON in an institution where a Deputy or Assistant Director of Nursing is also employed, the following overtime rates will be paid for all work performed, including for all recall to duty:

- (i) All work performed by an Employee in excess of full-time, ordinary hours of work prescribed for that ward or unit will be paid at the rate of time and a half for the first two hours and double time thereafter.
 - (ii) For the purposes of this clause “full time ordinary hours” is eight hours for Employees working day shift and afternoon shift and 10 hours in the case of Employees rostered on night shift. Each day or shift will stand alone.
 - (iii) The matters dealt with below form part of the affected Employer’s CWMA. For the avoidance of doubt and despite **sub-clause 18.1(a)(ii)**:
 - (A) 12 hour shift arrangements established by the Western Hospital Sunshine Maternity A Roster Trial Agreement 1995 (W0399), the Western Hospital ICU Roster Trial Agreement 1995 (W0398) and the Peninsula Health Care Network (ICU – 12 hour shift) Agreement 1999 (P1749) continue to apply; and
 - (B) trials for 12 hour shifts which by agreement with ANF are presently being conducted in a number of Public Hospitals will continue and any agreed outcome relating to the length of shifts may be implemented in accordance with **clause 14** of this Agreement so as to regulate full time ordinary hours for Employees working day shift, afternoon shift and night shift; and
 - (C) any new trials for 12 hour shifts which by agreement with ANF are to be conducted in any Public Hospital may proceed and any agreed outcome relating to the length of shifts may be implemented in accordance with **clause 14** of this Agreement so as to regulate full time ordinary hours for Employees working day shift, afternoon shift and night shift.
- (b) If due to organisational or institutional circumstances, difficulties arise from the requirement in **sub-clause 18.1(a)** that overtime will only be paid if the Employee is requested or directed by the Employer to perform overtime work, the ANF and/or the Employer affected may refer the matter to the Australian Industrial Relations Commission for resolution in accordance with **sub-clause 9.1(g)** of this Agreement.
- (c) In addition to **sub-clause 18.1(a)**, for Registered Nurse Division 2:
- (i) any overtime worked outside a spread of twelve hours from the commencement of the last previous rostered period of duty provided that the overtime is not continuous with the next succeeding period of duty will be paid at the rate of double time; and
 - (ii) any overtime worked outside a spread of nine hours from the time of commencing work by an Employee rostered to work broken shifts will be paid at the rate of time and a half; and
 - (iii) any overtime worked outside a spread of twelve hours from the time of commencing work will be paid at the rate of double time.

18.2 Part-time Employee Hours

A part-time Employee working 38 hours or more in any week will be regarded as a full-time Employee for the period so worked. The parties also acknowledge that some part-time employees who are employed for five shifts per week would in some cases be more properly classified as full-time employees.

18.3 Recall – Overtime

- (a) An Employee who is recalled to work during an off duty period where that work is not continuous with the next succeeding rostered period of duty will be paid overtime for a minimum of three hours pay at the appropriate overtime rate.
- (b) An Employee recalled to work will not be required to work the full three hours if the work to be performed is completed in a shorter period.
- (c) **Sub-clause 18.3(b)** will not apply when overtime is continuous with completion or commencement of ordinary working time.

18.4 In lieu of receiving payment for overtime worked in accordance with this clause, Employees may, with the consent of the Employer, be allowed to take time off, for a period of time equivalent to the period worked in excess of ordinary rostered hours of duty, plus a period of time equivalent to the overtime penalty incurred. Such time in lieu shall be taken as mutually agreed between the Employer and the Employee, provided that the accrual of such leave shall not extend beyond a 28 day period. Where the leave is not taken within 28 days, payment shall be made in accordance the provisions of **sub-clause 42.3** of the Award.

18.5 An Employer may require an Employee to work reasonable overtime at overtime rates and such an Employee will work overtime in accordance with such a requirement.

18.6 Rest Period after Recall - Overtime (including Saturday and Sunday)

- (a) When overtime work including recall work (but excluding telephone recall work) is necessary it should be arranged so that Employees have at least 10 consecutive hours off duty between that work and the next successive shift.
- (b) An Employee who works so much overtime or recall work (excluding telephone recall work) between the termination of her/his last previous rostered ordinary hours of duty and the commencement of her/his next succeeding rostered period of duty that she/he would not have had at least 10 consecutive hours off duty between the completion of overtime/recall and the commencement of the next rostered shifts, then subject to this clause, she/he shall be released after completion of such overtime or recall work until she/he has had 10 consecutive hours off duty without loss of pay for rostered ordinary hours occurring during such absence.
- (c) If an Employee is required by the Employer to resume or to continue to work without having had 10 consecutive hours off duty she or he will be paid at the rate of double time until they have been released from duty for such rest period and she/he shall then be entitled to 10 consecutive hours off duty without loss of pay for rostered ordinary hours occurring during such absence.

19. ONCALL/RECALL

19.1 On Call Allowance

- (a) An Employee may be rostered to be “on call” (that is to be available to be recalled to duty in that period of time beyond the Employee’s rostered hours of duty).
- (b) An Employee is entitled to four clear days in each fortnight of a four week roster cycle free of duty, including on-call/recall work.
- (c) If an Employer cannot provide four clear days off duty to an Employee under **sub-clause 19.1(b)** and that Employee is required to perform rostered on-call duty:
 - (i) on days that the Employee is not rostered for duty; and
 - (ii) is rostered for on-call duty for a minimum of two days during four or more four week roster cycle during an anniversary year,

additional leave will accrue to the Employee in accordance with the table below:

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Number of 4 week roster cycles on call	Number of additional days leave
Less than 4	0
4 but less than 6	1
6 but less than 8	2
8 but less than 10	3
10 but less than 12	4
12 or more	5

- (d) To determine whether an entitlement arises under **sub-clause 19.1(c)** the Employer will, between 1 December and 30 December in each year, calculate the number of four week roster cycles worked by the Employee during the 12 month period immediately preceding the date on which the calculation is made, during which the employee was rostered for on-call duty:
 - (i) on days on which the Employee was not rostered for duty; and
 - (ii) was rostered for on-call duty for a minimum of two days.
- (e) Any leave accrued in accordance with this clause shall be taken by agreement between the Employer and the Employee subject to the operational needs of the health service.
- (f) Any leave accrued under this clause shall not attract any projected penalties or annual leave loading.
- (g) The obligations as they apply to a particular health service, ward or unit under **sub-clause 19.1(a)** to **(f)** may be varied in accordance with **clause 14** of this Agreement.

- (h) If an Employer requires an Employee to be on call when off duty, the Employee shall be paid in addition to any other amount payable, a sum equal to 2.5 per cent:
 - (i) in the case of an Employee employed as a Registered Nurse Division 2, of the allowance rate as defined in **sub-clause 4(c)** of this Agreement; or
 - (ii) in the case of an Employee employed as a Registered Nurse Division 1, of the base rate as defined in **sub-clause 4(e)(i)** of this Agreement; or
 - (iii) in the case of an Employee employed as a Registered Nurse Division 5, of the base rate as defined in **sub-clause 4(e)(ii)** of this Agreement.

calculated to the nearest five cents, portion of a cent being disregarded, per period of 12 hours or part thereof.

19.2 Recall – Telephone Allowance

Where recall to duty can be managed without the Employee having to return to their workplace, such as by telephone, such Employee will be paid a minimum of one hour's overtime, provided that multiple recalls within a discrete hour will not attract additional payment.

20. ALLOWANCES

20.1 Qualification Allowance – Registered Nurses Division 1/Registered Nurse Division 5

- (a) A Registered Nurse Division 1 or a Registered Nurse Division 5 will be entitled to a qualification allowance set out below, subject to the following:
 - (i) a Registered Nurse Division 1 or 5 holding more than one qualification is only entitled to one qualification allowance, being the allowance for the highest qualification held having regard to **sub-clause 20.1. (a)(ii)**.
 - (ii) it must be demonstrated that at least one component of the qualification is applicable to the relevant Employee's current area of practice. In situations where a component of a postgraduate qualification is relevant to that Employee's current area of practice an allowance is payable. In considering whether a component of the qualification is relevant, the nature of the qualification and the current area of practice of the qualification holder are the main criteria. Other considerations may include:
 - (A) the clinical or other area of work of the Registered Nurse Division 1 or 5;
 - (B) the classification and position description of the Registered Nurse Division 1 or 5 ;
 - (C) whether the qualification would assist the Registered Nurse Division 1 or 5 in performing her or his role and/or assist in maintaining quality patient care and/or assist in the administration of the ward/unit/area in which the Registered Nurse Division 1 or 5 is employed.

- (iii) a Registered Nurse Division 1 or 5 claiming entitlement to a qualification allowance must provide to the Employer evidence of that Registered Nurse Division 1 or 5 holding the qualification for which the entitlement is claimed.
 - (iv) for the avoidance of doubt, a qualification allowance cannot be claimed by a Registered Nurse Division 1 or 5 in respect of that Employee's base qualification leading to registration as a Registered Nurse Division 1/Registered Nurse Division 5.
 - (v) certificates obtained from training or education facilities (eg. infection control certificates from the Mayfield Centre) shall be recognised provided that the programmes are equivalent to a University/Graduation certificate and the training/education facility verifies that in writing.
- (b) A Registered Nurse Division 1 or 5 who holds a Hospital Certificate or Graduate Certificate (or equivalent) shall be paid, in addition to their salary, 4.0% of base rate.
 - (c) A Registered Nurse Division 1 or 5 who holds a Post-Graduate Diploma or a Degree (or equivalent) (other than a nursing undergraduate degree) shall be paid, in addition to her or his salary, 6.5% of base rate.
 - (d) A Registered Nurse Division 1 or 5 who holds a Masters or Doctorate, shall be paid, in addition to their salary, 7.5% of base rate.
 - (e) The above allowances are to be paid during all periods of leave except sick leave beyond 21 days and long service leave.
 - (f) The allowance is to be paid on a pro-rata basis for non-full-time Employees.

20.2 Qualification Allowance – Registered Nurses Division 2

A Registered Nurse Division 2 will be entitled to a qualification allowance set out below.

- (a) A Registered Nurse Division 2 who holds a certificate or qualification (which is in addition to the minimum qualification held by the nurse for registration by the Nurses' Board of Victoria) in which it is demonstrated that a component (at least) is applicable to her/his area of practice and/or work shall be paid the following allowance:
 - (i) a certificate or qualification for a course of six months duration – 4% of the base rate for that Registered Nurse Division 2 provided for in **Schedule B**;
 - (ii) a certificate or qualification for a course of twelve months duration – 7.5% of the base rate for that Registered Nurse Division 2 provided for in **Schedule B**.
- (b) Provided that only one allowance is payable to each eligible Registered Nurse Division 2, being the allowance for the highest qualification held, and provided that the certificate or qualification is relevant to the work performed.

- (c) The course undertaken must result in a certificate or qualification being awarded, and not simply completion of certain subjects.
- (d) A Registered Nurse Division 2 claiming entitlements to a qualification allowance must provide the Employer with evidence of that Registered Nurse Division 2 holding the qualification for which the entitlement is claimed.
- (e) For the avoidance of doubt, a qualification allowance cannot be claimed by a Registered Nurse Division 2 in respect of that person's base qualification leading to registration as a Registered Nurse Division 2.

20.3 Senior Allowance – Registered Nurse Division 2

- (a) A Registered Nurse Division 2 who is appointed as a “Senior” will have her/his classification preceded by the word “senior” and in addition will be paid an allowance of 10% to be calculated upon the base rate provided for in **Schedule B**.
- (b) Appointment of a Registered Nurse Division 2, to a classification preceded by the word “senior” will only be made where the work performed by such person represents a net addition to the work value of the substantive role required of a Registered Nurse Division 2 employed in a similar area or area. Indicia of a net addition to work value may include the performance of additional duties or functions, the assignment of a special project or an increase emphasis on the performance of core functions already undertaken by a Registered Nurse Division 2.
- (c) A net addition to the work value of the substantive role required of a Registered Nurse Division 2 would be characterised by:
 - (i) the additional functions or duties are a regular and on-going requirement; and
 - (ii) experience in the role commensurate with this clause, coupled with on the job training where provided by the Employer; and
 - (iii) the necessity for additional training in a particular aspect of the role above that required to fulfil the role of a Registered Nurse Division 2 employed in a similar area or areas; and
 - (iv) a greater level of judgement is required from the Registered Nurse Division 2 whereby the nurse is capable of making independent decisions to a degree not generally expected of a Registered Nurse Division 2 employed in a similar area or areas; and
 - (v) a higher degree of accountability is expected for work undertaken, such that the Registered Nurse Division 2 is clearly performing at a level above that of her or his peers employed in a similar area or areas with the Employer's hospital.
- (d) The Senior Allowance provided for in **sub-clause 20.3(a)** would normally only apply to a Registered Nurse Division 2 who is classified at pay point 5 or above.

20.4 Nauseous Work Allowance – Registered Nurse Division 2

Nauseous allowances provided for by the Award will not be payable during the operation of this Agreement.

20.5 Uniform Allowance

Where an Employer requires an Employee to wear a particular type or style of uniform then the Employer shall provide this at no cost to the Employee.

20.6 Meal Breaks

- (a) All Employees are entitled to meal breaks as per the Award and are entitled to leave the ward/unit area for such breaks.
- (b) Where Employees are regularly unable to take meal breaks in accordance with **sub-clause 20.7(a)** then a “crib time” arrangement should operate as per **clause 39** of the Award – Hours of Work (Private Sector). Any variation to “crib time” arrangements will be implemented under **clause 14** of this Agreement.
- (c) Subject to the CWMA or any variation to the CWMA made under **clause 14** of this Agreement, any Employee who is unable to take a meal break shall be paid for the meal break as time worked at the ordinary rate plus 50%.

21. ANNUAL LEAVE

21.1 Registered Nurses Division 1 – Full Time Employees

- (a) All Registered Nurses Division 1 shall be granted 190 hours of annual leave with ordinary pay on completion of 12 months service with her or his Employer.
- (b) A Registered Nurse Division 1 employed in a Community Health Centre and required to be on duty on a public holiday as prescribed by **sub-clauses 24.1 to 24.3** of the Award or as agreed to under **sub-clause 24.5** of the Award shall be allowed another half day off in lieu thereof and shall receive an additional half ordinary day’s pay or shall receive an additional sum equal to a day’s ordinary pay for that day. The provisions of **sub-clause 24.10** of the Award shall cease to apply to Registered Nurse Division 1 Employees of Community Health Centres.
- (b) A full-time Employee employed as a Registered Nurse Division 1 who is required to work and who worked ordinary hours on week days and on weekends throughout the qualifying twelve months period of service shall be allowed an additional seven consecutive days leave including non-working days. A full-time Employee employed as a Registered Nurse Division 1 with twelve months continuous service so engaged for part of the qualifying twelve month period shall have the leave prescribed in this paragraph increased by half a day for each month during which engaged as aforesaid.
- (d) For the purposes of calculating annual leave loading in **sub-clause 17.8.2(a)(i)** of the Award, the excess salary amount and the amount in respect of a period of 152 hours, are as follows:
 - (i) Excess Salary

The rate provided for in this Agreement for a Registered Nurse Division 1 Grade 5 51-200 beds.

(ii) Amount in Lieu of Loading

Multiplying the amount in **sub-clause 21.1(d)(i)** of this clause by 17.5% then by four (weeks) respectively.

- (e) **Sub-clause 21.1** only regulates the period of leave which is to be granted and the quantum of annual leave loading which is to be paid to a Registered Nurse Division 1. Other aspects of annual leave continue to be regulated by the Award.

21.2 All Part Time Employees

Annual leave will accrue to a part time Employee on a pro rata basis.

21.3 Public Holidays Occurring During Annual Leave

Despite any provision of the Award, the following shall apply.

- (a) Where any public holiday occurs during any period of annual leave taken by a Registered Nurse Division 1 or a Registered Nurse Division 5 pursuant to the annual leave provisions of the Award or this Agreement, the Employee shall receive an additional sum equal to a day's ordinary pay for such day.
- (b) Where any public holiday for which a Registered Nurse Division 2 is entitled to payment under any Act, the Award or their contract of employment occurs during any period of annual leave taken by an Employees under the Award, the period of the holiday will be increased by one day in respect of that public holiday.

22. LONG SERVICE LEAVE

- 22.1 An Employer may approve an application by an Employee to take double the period of long service leave at half pay or half the period of long service leave at double the pay.
- 22.2 Where an Employee has made an application under this provision the Employer will provide an Employee with financial advice regarding the income tax implications of either option for the taking of long service leave provided for in **sub-clause 22.1**.

23. PARENTAL LEAVE

- 23.1 An Employee is entitled to parental leave in accordance with **clause 21** of the Award.
- 23.2 Effective from 1 April, 2004, an Employee will be entitled to payment of seven weeks' salary upon commencement of maternity leave. Effective from 1 April, 2005, an Employee will be entitled to payment of eight weeks' salary upon commencement of maternity leave. Previous service within the public health sector is to be regarded for the purposes of accessing the entitlement to paid maternity leave for Employees with less than 12 months service with an Employer.
- 23.3 Effective from 1 April 2004, an Employee who will be the primary care giver of an adopted child who commences adoption leave is entitled to the payment of seven weeks' paid leave from the date that the child is placed with the Employee. Effective from 1 April 2005, an Employee who will be the primary care giver of an adopted child who commences adoption leave is entitled to the payment of eight weeks' paid leave from the date that the child is placed with the Employee.

- 23.4 An Employee, whose spouse or de facto spouse (including same sex couples) is giving birth or will be the primary care giver of an adopted child, is entitled to payment of one week's salary upon the commencement of parental leave.
- 23.5 A female Employee shall be entitled to work until their estimated date of confinement except where this would present a risk to the Employee or the unborn child.
- 23.6 If requested by the Employer, the Employee shall provide a statement confirming or otherwise, that their medical practitioner or midwife believes that continuation in their position is not a risk to the Employee or the unborn child. Such requested certificate must be provided not less than eight weeks prior to the Employees presumed date of confinement.
- 23.7 If there is no confirmation that continuation of present position does not pose a risk to the Employee or the unborn child then the Employer will make all practical efforts to remedy an unsafe situation to allow the Employee to work until their estimated date of confinement. If this is not possible, the Employee will be offered a safe, alternate position in accordance with **sub-clause 21.9** of the Award.
- 23.8 If an Employee is required to attend pre-natal appointments or parenting classes and such appointments or classes are only available or can only be attended during the ordinary rostered shift of an Employee, then on production of satisfactory evidence of attendance at such appointment or class, the Employee may access his or her carers leave credit under **sub-clause 19.10** of the Award. The Employee must give the Employer prior notice of the Employee's intention to take such leave.
- 23.9 Employees who already receive maternity/parental leave payments in excess of those above shall not suffer any disadvantage.

24. BLOOD DONORS LEAVE

Employers will release Employees upon request to donate blood where a collection unit is on site or by arrangement at the local level.

25. PUBLIC HOLIDAYS – PART TIME EMPLOYEES

- 25.1 The entitlement to public holiday benefits for full-time Employees are determined by the Award.
- 25.2 The entitlement to public holiday benefits under the Award for a part-time Employee who is rostered off duty on the day on which a public holiday occurs is to be determined as follows:
- (a) Where a public holiday occurs on a day that a part-time Employee would normally work, but the Employee is not required by the Employer to work, the part-time Employee is entitled to receive the public holiday benefit prescribed by the Award.
 - (b) Where a public holiday occurs on a day a part-time Employee is not rostered to work, the part-time Employee's entitlement will be determined by application of the following formula:

- (i) average weekly hours worked by the part-time Employee over the previous six months are to be determined; and
- (ii) a pro-rata payment made, regardless of whether the Employee would ever work on that day of the week:

Example for hospital based Division 1 and Division 2 Employees:

Average Hours	Shift Length	Base Payment	Penalty	Payment
24 hours	x 8 hours	5.05 hours	T1.5	7.575 hrs
38 hours			(Div 2)	
			T1	5.05 hrs
			(Div 1)	

(Where Employees have not worked a six (6) month period for the purposes of determining average hours, an Employer will have regard to the average hours worked for the period preceding the public holiday.)

- 25.3 A part-time Employee who is only ever employed between a Monday to Friday, shall not receive any entitlement to Easter Saturday.
- 25.4 In respect to a part-time night duty Employee who is required to be on duty on the public holiday, the public holiday benefit shall apply to all of the hours of the shift worked.
- 25.5 A casual Employee employed on prescribed public holidays shall be paid the relevant holiday rate further to any casual loading.
- 25.6 A night duty Employee is entitled to be paid:
 - (a) at the appropriate public holiday rates for each hour worked on that part of a shift that falls on the public holiday; and
 - (b) at the pro rata public holiday 'rostered off' benefit for that part of a shift that falls on the public holiday that they are not rostered to work and do not work.

Example

An Employee whose average hours are 0.6EFT is rostered to work from 9.30pm to 7.30am with the shift commencing the day before the public holiday. The hours worked between midnight and 7.30am fall on the public holiday and there each hour attracts the public holiday rate, eg 7.6 hours at double time. The same Employee is not rostered to the night shift that commences on the public holiday. ie the shift that commences at 9pm. The period from 9.30pm to midnight attracts a pro-rata payment of 2.5 hours x 0.6 (EFT) x 1 or 1.5 (single time Division 1 or time and one half for Division 2 nurses) hours payable.

26. PROFESSIONAL DEVELOPMENT & ASSOCIATED ENTITLEMENTS

26.1 Professional Development Leave – Full-Time Employees

- (a) All full-time Employees are entitled to three day's paid professional development leave per year (in addition to other leave entitlements in the Award and the Agreement).
- (b) Professional development leave may be utilised for but not limited:
 - (i) to attend conferences, seminars or workshops; or
 - (ii) for research or home study.
- (c) An Employee wishing to take professional development leave must apply in writing to the Employer at least six weeks' prior to the proposed leave date. If the Employee is wishing to take professional development leave to undertake home study the Employee's request will include details of the relevance of the study to the Employee's employment.
- (d) The application for professional development leave shall be approved by the Employer unless there are exceptional circumstances that justify non-approval.
- (e) Except for the conditions in **sub-clause 26.1(a) to (d)** no other conditions attach to the granting of professional development leave.
- (f) The Employer must, within seven days, notify the Employee in writing whether the leave is approved of the request being made. If the leave is not granted the reasons will be included in the notification to the applicant.
- (g) If an application is made for the three days or any portion thereof but no leave is granted during the calendar year, one day's leave shall be added to the Employee's accrued annual leave, or taken in another manner as mutually agreed between the Employer and the Employee.
- (h) Otherwise than in accordance with **sub-clause 26.1(g)**, accrued professional development leave will not accumulate from year to year.

26.2 Study Leave – All Employees

- (a) Paid study leave will be available to all full-time and part-time Employees at the Employer's discretion. The Employer will not unreasonably refuse a request for study leave.
- (b) Paid study leave may be taken as mutually agreed by, for example, four hours per week, eight hours per fortnight or blocks of 38 hours at a residential school.
- (c) A part-time Employee will be entitled to paid study leave on a pro-rata basis.
- (d) An Employee wishing to take study leave in accordance with **sub-clause 26.2(b)** must apply in writing to the Employer as early as possible prior to the proposed leave date. The Employee's request should include:

- (i) details of the course and institution in which the Employee is enrolled or proposes to enrol; and
- (ii) details of the relevance of the course to the Employee's employment.
- (e) The Employer must, within seven days of the application being made, notify the Employee of whether her or his request for study leave has been approved .
- (f) Leave pursuant to this clause does not accumulate from year to year.

26.3 Study/Conference/Seminar Leave – All Employees

- (a) All full-time and part-time Employees are entitled to two days' paid study/conference/seminar leave per annum. The two days' paid study/conference/seminar leave will be based on the individual Employee's usual shift length.
- (b) Leave pursuant to this clause does not accumulate from year to year.
- (c) Study/conference/seminar leave may be taken:
 - (i) to attend a nursing or health related conference or seminar ; or
 - (ii) for undertaking study.
- (d) An Employee seeking leave in accordance with this clause can be requested to provide details of the conference/seminar name, venue and date/time. An Employee is not required to report back in any way or provide in-services following conference/seminar attendance.
- (e) Where possible the leave should be requested in writing six weeks in advance of the proposed leave date.
- (f) The Employer will not unreasonably withhold approval of the leave.
- (g) The Employer must, wherever possible, notify the Employee whether leave will be granted within seven days of the application being made.

27. NOTICE PERIOD

- 27.1 An Employer may terminate the employment of an Employee by providing four weeks' notice in writing.
- 27.2 The notice required by **sub-clause 27.1** will be increased by one week if the Employee is over 45 years of age and has completed more than two years' continuous service.
- 27.3 An Employer may make payment in lieu of notice for part or all of the notice period.
- 27.4 An Employee may terminate his or her employment by providing four weeks' notice to the Employer in writing.
- 27.5 **Sub-clauses 27.1 to 27.3** do not effect an Employer's right to terminate an Employee's employment without notice for serious misconduct.

27.6 **Sub-clauses 27.1 to 27.4** do not apply to an Employee under a fixed term contract.

28. APPOINTMENT AND FIXED TERM EMPLOYMENT – ALL EMPLOYEES

28.1 Fixed term employment will only be used for “true fixed term arrangements”.

28.2 “True fixed term arrangements” include, but are not limited to, employment in graduate nurse positions, replacement of Employees on maternity leave, long term WorkCover, parental leave or long service leave, employment in special projects, and post-graduate training.

28.3 On commencement of employment, each Employer shall provide each Employee with a letter of appointment containing the information set out in **Appendix 1**.

29. CHANGE OF ROSTER

29.1 Except in emergency situations seven days notice shall be given of a change of roster.

29.2 To promote forward rostering, to encourage part-time Employees to perform extra shifts and to clarify the circumstances around Employees working additional shifts on a voluntary basis, each Employer shall, in addition to the normal nursing roster(s), develop and maintain a supplementary roster specifically to record all Employees willing to work additional/changed shifts.

29.3 The supplementary roster is to display vacant shifts and Employees can nominate to work those shifts. The supplementary roster would also provide a stand-by facility, where Employees wishing to work extra shifts can nominate the days/shifts that they wish to work, should such vacancies in the normal roster occur.

29.4 All vacancies that arise in the normal nursing roster shall as far as possible be filled by Employees who have voluntarily self-nominated to work additional shifts as per the supplementary roster.

29.5 Where vacancies in the normal nursing roster cannot be filled from the supplementary roster, Employees may be requested to work additional shift(s) (subject to the provisions of this Agreement) and will automatically receive the Award “change of roster allowance”, in addition to any other entitlement.

29.6 For the purposes of this clause, it is agreed that hospitals will not seek to override the arrangements herein, by attempting to include in an Employee’s contract of employment a requirement that an Employee be available for extra shifts, other than as provided for in this Agreement.

29.7 Overtime payments are not affected by these changes. Overtime remains payable where it would otherwise apply, for example, double shifts.

29.8 Nothing in the above is intended to inhibit nurses swapping shifts amongst themselves, in which case no change of roster allowance is payable.

30. CHANGE OF SHIFT ALLOWANCE

30.1 The change of shift allowance is payable to a Registered Nurse Division 2 where a roster for a Registered Nurse Division 2 is fixed in advance by the Employer the change of shift allowance is payable whenever an Employee changes from working on one shift to

working on another shift the time of commencement of which differs by four hours or more than from that of the first.

- 30.2 Despite **sub-clause 30.1**, the change of shift allowance is not payable where an Employee chooses and works additional shifts from the supplementary roster (as defined).
- 30.3 Despite **sub-clause 30.1**, the change of shift allowance is not payable where an absence of four or more weeks of continuous approved leave intervenes between the relevant shifts.
- 30.4 Despite **sub-clause 30.1**, the change of shift allowance is not payable where one or more Employees swap shifts between themselves on an ad hoc basis, and the swap(s) is approved by the Employer in writing.
- 30.5 Where a ward or unit has established a self-rostering system, and an Employee chooses his or her own shifts from a genuine choice of shifts, the Employee will receive a fixed payment of two change of shift allowances per pay period (fortnight) and **sub-clauses 30.1 to 30.4** shall not apply. Provided that this sub-clause does not apply where an employee works fixed shifts and never works shifts that would entitle the employee to payment under **sub-clauses 30.1 to 30.4**.
- 30.6 A Registered Nurse Division 2 who was employed by his or her Employer as at 11 June 2002, and who receives change of shift allowances per pay period (fortnight) on the basis of an historical agreement between the Employer and Employee (agreement may be in writing or be based on past custom and practice) that exceeds the entitlement arising from these provisions such employee shall be maintained at that entitlement for the duration of this Agreement.
- 30.7 Where an Employer and the majority of Registered Nurses Division 2 in a ward or unit genuinely desire an alternative system to that above, the Employer must contact the relevant union and advise it of the details of the proposed alternative. After 21 days following the giving of such notification, the Employer will treat the proposed alternative system as if it is a Proposal under **clause 14** of this Agreement and it will be processed under that clause.

31. SALARY PACKAGING

All Employees covered by this Agreement will have access to salary packaging arrangements as follows.

- (a) By agreement with the Employee, the current salary specified in Schedule B, may be salary packaged in accordance with the Employer policy on salary packaging.
- (b) The Employee shall compensate the Employer from within their salary, for any FBT incurred as a consequence of any salary packaging arrangement the Employee has entered into. Where the Employee chooses not to pay any of the costs associated with their salary packaging, the hospital may cease the Employee's salary packaging arrangements.
- (c) The parties agree that in the event that salary packaging ceases to be an advantage to the Employee (including as a result of subsequent changes to FBT legislation), the Employee may elect to convert the amount packaged to salary. Any costs associated with the conversion to salary shall be borne by the Employee and the

Employer shall not be liable to make up any benefit lost as a consequence of an Employee's decision to convert to salary.

- (d) The Employee shall be responsible for all costs associated with the administration of their salary packaging arrangements, provided that such costs shall be confined to reasonable commercial charges as levied directly by the external salary packaging provider and/or in-house payroll service (as applicable), as varied from time to time.
- (e) The Employers recommend that Employees who are considering salary packaging seek independent financial advice. The Employer shall not be held responsible in any way for the cost or outcome of any such advice and furthermore, the parties agree that the Employee shall pay for any costs associated with salary packaging.
- (f) Superannuation contributions paid by the Employer into an approved Fund will be calculated on the Award rate for the applicable classification as varied by this Agreement.

32. RESOURCES AND FACILITIES

32.1 Occupational Health and Safety Representatives

- (a) In addition to other leave entitlements, Job Representatives and Occupational Health and Safety Representatives are to have reasonable time release from duty to attend to matters relating to industrial, occupational health and safety or other relevant matters, such as assisting with grievance procedures, attending hospital committees, etc.
- (b) Where representatives are required to attend management meetings outside of paid time they will be paid to attend.

32.2 Access to New Employees

- (a) For the purposes of facilitating the orientation of new Employees and in particular to familiarise such Employees with the operation of this Agreement, the ANF shall be provided, in writing on a quarterly basis, with the dates, times and venues of any orientation/induction programs involving nurses and be permitted to attend. If the dates of these programs are fixed in advance for a regular day and time then a list should be sent to the ANF as soon as practicable.
- (b) Where the dates of orientation/induction programs involving nurses are not fixed in advance, the ANF should receive reasonable notification of at least 14 days to enable an ANF representative to attend.

32.3 Access to Employees and Facilities

For the purposes of facilitating agreements for workload management systems alternative to the CWMA under **clause 14** of this Agreement, facilitating involvement in the avoidance and resolution of disputes between Employees and their Employer as provided for in **clause 9** of this Agreement and improving occupational health and safety:

- (a) Employees who hold a position as an ANF Job Representative or Occupational Health and Safety Representative should be provided with access to facilities such

as telephones, computers, e-mail, notice board and meeting rooms in a manner that does not adversely affect service delivery and work requirements;

- (b) the ANF is to be given access to Employees; and
- (c) a noticeboard for the ANF's use should be established in each ward/unit, unless otherwise agreed between local ANF representatives and the Employer.

32.4 Employee Facilities

Each Employer is to provide private and comfortable areas at each worksite for Employees who are breastfeeding to enable them to express or feed children while at work.

SIGNED for and on behalf of **EMPLOYERS**)
referred to in **Schedule A** by the)
authorised representatives in the presence of:)

Signature

Name (print)

Witness

Name of Witness (print)

SIGNED for and on behalf of **AUSTRALIAN**)
NURSING FEDERATION by its authorised)
officers in the presence of:)

Signature

Name (print)

Witness

Name of Witness (print)

SIGNED for and on behalf of **HEALTH**)
SERVICES UNION OF AUSTRALIA by its)
authorised officers in the presence of:)

Signature

Name (print)

Witness

Name of Witness (print)

SCHEDULE A – LIST OF EMPLOYERS

Employer	Street	Suburb
Alexandra District Hospital	20 Cooper Street	Alexandra
Alpine Health	O'Donnell Avenue	Myrtleford
Austin Health	Studley Road	Heidelberg
Bairnsdale Regional Health Service	Day Street	Bairnsdale
Ballarat Community Health Centre Inc	260 Vickers Street	Sebastopol
Ballarat District Nursing and Healthcare	1818 Sturt Street	Ballarat
Ballarat Health Services	Drummond Street	North Ballarat
Banyule Community Health Service Inc.	Cnr Alamein Road & Catalina Street	West Heidelberg
Barwon Health	Ryrie Street	Geelong
Bass Coast Community Health Service	1 Back Beach Road	San Remo
Bass Coast Regional Health	Graham Street	Wonthaggi
Bayside Health	Commercial Road	Prahran
Beaufort and Skipton Health Service	28 Havelock Street	Beaufort
Beechworth Health Service Inc	5 Warner Road	Beechworth
Bellarine Peninsula Community Health Service Inc	Cnr Nelson & Grimes	Point Lonsdale
Benalla & District Memorial Hospital	45-63 Coster Street	Benalla
Bendigo Community Health Services Incorporated	Seymour Street	Eaglehawk
Bendigo Health Care Group	Lucan Street	Bendigo
Bentleigh Bayside Community Health Service Inc	Gardeners Road	Bentleigh East
Boort District Hospital	Kiniry Street	Boort
Calvary Health Bethlehem Hospital Ltd.	476 Kooyong Road	Caulfield
Casterton Memorial Hospital	63-69 Russell Street	Casterton
Castlemaine District Community Health Centre (C.H.I.R.P) Inc	13 Mostyn Street	Castlemaine
Central Bayside Community Health Services Inc	335 Nepean Highway	Parkdale
Central Gippsland Health Service	Guthridge Parade	Sale
Cobaw Community Health Service Inc	47 High Street	Kyneton
Cobram District Hospital	Broadway Street	Cobram
Cohuna District Hospital	King George Street	Cohuna
Colac Area Health	Corangamite Street	Colac
Coleraine District Health Services	McKerby Street	Coleraine
Darebin Community Health Service Inc.	Cnr Blake & Crevelli Streets	Reservoir East
Darlingford Upper Goulburn North	High Street	Eildon
Dental Health Services Victoria	720 Swanston Street	Carlton
Dianella Community Health Inc.	35 Johnstone Street	Broadmeadows
Djerriwarrh Health Services	Grant Street	Bacchus Marsh
Doutta Galla Community Health Service Inc	25 Norwood Crescent	Moonee Ponds
Dunmunkle Health Services	23-25 Church Street	Minyip
East Grampians Health Service	Girdlestone Street	Ararat
East Wimmera Health Service	North Western Road	St Arnaud

Eastern Access Community Health Inc.	75 Patterson Street	Ringwood East
Eastern Health	Nelson Road	Box Hill
Echuca Regional Health	9-27 Frances Street	Echuca
Edenhope & District Hospital	128-134 Elizabeth Street	Edenhope
Ensay Community Health Centre Inc.	Omeo Hwy	Ensay
Gippsland Southern Health Service	Koonawarra Road	Leongatha
Glenview Community Care Inc.	168 High Street	Rutherglen
Goulburn Valley Community Health Service Inc	272 Maude Street	Shepparton
Goulburn Valley Health	Graham Street	Shepparton
Grampians Community Health Centre Inc	40-44 Wimmera Street	Stawell
Hepburn Health Service	Hospital Street	Daylesford
Hesse Rural Health Service	8 Gosney Street	Winchelsea
Heywood Rural Health	21 Barclay Street	Heywood
Inglewood & District Health Service	Hospital Street	Inglewood
Inner East Community Health Service Inc.	378 Burwood Road	Hawthorn
Inner South Community Health Service Inc	332 Carlisle Street	Balaclava
ISIS Primary Care Inc.	1 Andrea Street	St Albans
Kerang District Health	Burgoyne Street	Kerang
Kilmore & District Hospital	Rutledge Street	Kilmore
Knox Community Health Service Inc	Rear 511 Burwood Hwy	Wantirna South
Kooweerup Regional Health Service	Rossiter Road	Kooweerup
Koroit & District Memorial Health Services	Mill Street	Koroit
Kyabram and District Health Service	Fenaughty Street	Kyabram
Kyneton District Health Service	Simpson Street	Kyneton
Lakes Entrance Community Health Centre Inc.	18 Jemmeson Street	Lakes Entrance
Latrobe Community Health Service Inc.	81 - 83 Buckley Street	Morwell
Latrobe Regional Hospital	Princes Highway	Traralgon
Lorne Community Hospital	Mountjoy Parade	Lorne
Lyndoch Warrnambool Inc	Hopkins Road	Warrnambool
Macedon Ranges Health Service	5 Neal Street	Gisborne
Maldon Hospital	Chapel Street	Maldon
Mallee Track Health & Community Service	28 Britt Street	Ouyen
Manangatang & District Hospital	Pioneer Street	Manangatang
Manningham Community Health Service Inc	8 Jackson Court	Doncaster East
Mansfield District Hospital	53 Highett Street	Mansfield
Maryborough District Health Service	Clarendon Street	Maryborough
McIvor Health & Community Services	39 Hospital Street	Heathcote
Melbourne Health	Grattan Street	Parkville
Mercy Public Hospitals Inc.	126 Clarendon Street and 300 Princes Highway	East Melbourne Werribee
Mildura Base Hospital	Ontario Avenue	Mildura
Mitchell Community Health Services Inc	158 High Street	Broadford
Monashlink Community Health Service Inc.	219 High Street Road	Ashwood
Moreland Community Health Service Inc	11 Glenlyon Road	Brunswick
Moyne Health Services	Villiers Street	Port Fairy
Mt Alexander Hospital	Corish Street	Castlemaine

Nathalia District Hospital	Elizabeth Street	Nathalia
Nillumbik Community Health Service	917 Main Road	Eltham
North Richmond Community Health Centre Inc	23 Lennox Street	Richmond
North Yarra Community Health Inc.	365 Hoddle Street	Collingwood
Northeast Health Wangaratta	Green Street	Wangaratta
Northern District Community Health Service Inc	98 Nolan Street	Kerang
Northern Health	185 Cooper Street	Epping
Nowa Nowa Community Health Centre Inc.	Princes Highway	Nowa Nowa
Numurkah District Health Service	Katamatitie Road	Numurkah
O'Connell Family Centre (Grey Sisters) Inc.	6 Mont Albert Road	Canterbury
Omeo District Hospital	Easton Street	Omeo
Orbost Regional Health	Boundary Road	Orbost
Otway Health and Community Services	McLachlan Street	Apollo Bay
Ovens and King Community Health Service Inc	86-90 Rowan Street	Wangaratta
Peninsula Community Health Service	19 Albert Street	Mornington
Peninsula Health	Hastings Rd	Frankston
Peter MacCallum Cancer Institute	7 St Andrews Place	East Melbourne
Plenty Valley Community Health Services Inc.	187 Cooper Street	Epping
Portland District Health	Bentinck Street	Portland
Queen Elizabeth Centre	53 Thomas Street	Noble Park
Ranges Community Health Service Inc	17 Clarke Street	Lilydale
Red Cliffs Community and Aged Care Inc.	PO Box 41	Red Cliffs
Robinvale District Health Services	Latje Road	Robinvale
Rochester & Elmore District Health Service	Pascoe Street	Rochester
Royal Children's Hospital	Flemington Road	Parkville
Royal Victorian Eye & Ear Hospital, The	32 Gisborne Street	East Melbourne
Royal Women's Hospital	132 Grattan St	Carlton
Rural Northwest Health	Dimboola Road	Warracknabeal
Seymour District Memorial Hospital	Brettoneaux Street	Seymour
South East Palliative Care Inc.	126 Cleeland Street	Dandenong
South Gippsland Hospital	Station Road	Foster
South West Healthcare	Ryot Street	Warrnambool
Southern Health	246 Clayton Road	Clayton
St Vincent's Health Melbourne	41 Victoria Parade	Fitzroy
Stawell Regional Health	Sloane Street	Stawell
Sunbury Community Health Centre Inc.	Cnr Gap Road & Horne Street	Sunbury
Sunraysia Community Health Services Inc	Ramsay Court	Mildura
Swan Hill District Hospital	Splatt Street	Swan Hill
Tallangatta Health Service	Barree Street	Tallangatta
Terang & Mortlake Health Service	1 Austin Avenue	Terang
Timboon & District Health Care Service	Hospital Road	Timboon
Tweddle Child & Family Health Service	53 Adelaide Street	Footscray
Upper Hume Community Health Service Inc.	12 Stanley Street	Wodonga

Upper Murray Health Community Services	Keill Street	Corryong
West Gippsland Healthcare Group	Landsborough Road	Warragul
West Wimmera Health Service	45 Nelson Street	Nhill
Western District Health Service	Foster Street	Hamilton
Western Health	Gordon Street	Footscray
Western Region Health Centre Ltd.	72-78 Paisley Street	Footscray
Whitehorse Community Health Service Inc	65-67 Carrington Road	Box Hill
Wimmera Health Care Group	Baillie Street	Horsham
Wodonga Regional Health Service	Vermont Street	Wodonga
Yarram & District Health Service	85 Commercial Road	Yarram
Yarrawonga District Health Service	33 Piper Street	Yarrawonga
Yea and District Memorial Hospital	45 Station Street	Yea

SCHEDULE B – CLASSIFICATIONS AND SALARY INCREASES

A. SALARIES – REGISTERED NURSES DIVISIONS 1, 2 AND 5

The following salaries will become payable to Employees from the first pay period commencing on or after the date specified in the columns below.

SALARY PER WEEK

	01 Apr 04	01 Oct 04	01 Oct 05	01 Oct 06
Registered Nurse Grade 1	\$695.80	\$716.70	\$738.20	\$760.30
Registered Nurse Grade 2				
Year 1	\$716.90	\$738.40	\$760.60	\$783.40
Year 2 ("Base Rate")	\$754.60	\$777.20	\$800.50	\$824.50
Year 3	\$792.70	\$816.50	\$841.00	\$866.20
Year 4	\$832.70	\$857.70	\$883.40	\$909.90
Year 5	\$873.00	\$899.20	\$926.20	\$954.00
Year 6	\$913.00	\$940.40	\$968.60	\$997.70
Year 7	\$935.50	\$963.60	\$992.50	\$1,022.30
Year 8	\$958.00	\$986.70	\$1,016.30	\$1,046.80
Year 9	\$980.70	\$1,010.10	\$1,040.40	\$1,071.60
Clinical Nurse Specialist	\$997.20	\$1,027.10	\$1,057.90	\$1,089.60
Registered Nurse Grade 3A				
Year 1	\$1,009.00	\$1,039.30	\$1,070.50	\$1,102.60
Year 2	\$1,025.20	\$1,056.00	\$1,087.70	\$1,120.30
Registered Nurse Grade 3B				
Year 1	\$1,049.30	\$1,080.80	\$1,113.20	\$1,146.60
Year 2	\$1,073.20	\$1,105.40	\$1,138.60	\$1,172.80
Registered Nurse Grade 4A				
Year 1	\$1,103.70	\$1,136.80	\$1,170.90	\$1,206.00
Year 1 (Charge Nurse / Nurse Unit Manager)	\$1,131.20	\$1,165.10	\$1,200.10	\$1,236.10
Year 2	\$1,134.00	\$1,168.00	\$1,203.00	\$1,239.10
Year 2 (Charge Nurse / Nurse Unit Manager)	\$1,162.50	\$1,197.40	\$1,233.30	\$1,270.30
Registered Nurse Grade 4B				
Year 1	\$1,161.30	\$1,196.10	\$1,232.00	\$1,269.00
Year 1 (Charge Nurse / Nurse Unit Manager)	\$1,190.50	\$1,226.20	\$1,263.00	\$1,300.90
Year 2	\$1,191.90	\$1,227.70	\$1,264.50	\$1,302.40
Year 2 (Charge Nurse / Nurse Unit Manager)	\$1,221.70	\$1,258.40	\$1,296.20	\$1,335.10
Year 3 (Charge Nurse / Nurse Unit Manager)	\$1,252.60	\$1,290.20	\$1,328.90	\$1,368.80
Registered Nurse Grade 5				

13-50 beds	\$1,191.90	\$1,227.70	\$1,264.50	\$1,302.40
51-200 beds	\$1,216.00	\$1,252.50	\$1,290.10	\$1,328.80
201-400 beds	\$1,264.00	\$1,301.90	\$1,341.00	\$1,381.20
401-600 beds	\$1,312.10	\$1,351.50	\$1,392.00	\$1,433.80
601 beds and over	\$1,360.30	\$1,401.10	\$1,443.10	\$1,486.40

Registered Nurse Grade 6

51-100 beds	\$1,216.00	\$1,252.50	\$1,290.10	\$1,328.80
101-200 beds	\$1,264.00	\$1,301.90	\$1,341.00	\$1,381.20
201-300 beds	\$1,312.10	\$1,351.50	\$1,392.00	\$1,433.80
301-400 beds	\$1,360.30	\$1,401.10	\$1,443.10	\$1,486.40
401-500 beds	\$1,424.60	\$1,467.30	\$1,511.30	\$1,556.60
501-700 beds	\$1,485.60	\$1,530.20	\$1,576.10	\$1,623.40
701 beds and over	\$1,566.00	\$1,613.00	\$1,661.40	\$1,711.20

Registered Nurse Grade 7

Less than 13 beds	\$1,216.00	\$1,252.50	\$1,290.10	\$1,328.80
13-24 beds	\$1,264.00	\$1,301.90	\$1,341.00	\$1,381.20
25-50 beds	\$1,312.10	\$1,351.50	\$1,392.00	\$1,433.80
51-100 beds	\$1,360.30	\$1,401.10	\$1,443.10	\$1,486.40
101-200 beds	\$1,424.60	\$1,467.30	\$1,511.30	\$1,556.60
201-300 beds	\$1,485.60	\$1,530.20	\$1,576.10	\$1,623.40
301-400 beds	\$1,566.00	\$1,613.00	\$1,661.40	\$1,711.20
401-500 beds	\$1,645.90	\$1,695.30	\$1,746.20	\$1,798.60
501-600 beds	\$1,726.30	\$1,778.10	\$1,831.40	\$1,886.30
601-700 beds	\$1,822.50	\$1,877.20	\$1,933.50	\$1,991.50
701 beds and over	\$1,923.70	\$1,981.40	\$2,040.80	\$2,102.00

REGISTERED NURSES DIVISION 2

	01-Apr-04	01-Oct-04	01-Oct-05	01-Oct-06
Registered Nurse Division 2 Pay Points				
Year 1 (Allowance Rate)	\$649.80	\$669.30	\$689.40	\$710.10
Year 2	\$662.80	\$682.70	\$703.20	\$724.30
Year 3	\$675.80	\$696.10	\$717.00	\$738.50
Year 4	\$690.50	\$711.20	\$732.50	\$754.50
Year 5	\$704.20	\$725.30	\$747.10	\$769.50
Year 6	\$717.70	\$739.20	\$761.40	\$784.20
Year 7	\$731.30	\$753.20	\$775.80	\$799.10
Year 8	\$744.70	\$767.00	\$790.00	\$813.70

REGISTERED NURSES DIVISION FIVE

	1 April 2004	1 October 2004	1 October 2005	1 October 2006
Group C				
During 1st year of experience ("Base Rate")	\$663.50	\$683.40	\$703.90	\$725.00
During 2nd year of experience	\$679.20	\$699.60	\$720.60	\$742.20
During 3rd year of experience	\$693.70	\$714.50	\$735.90	\$758.00
During 4th year of experience	\$707.70	\$728.90	\$750.80	\$773.30
During 5th year of experience	\$721.20	\$742.80	\$765.10	\$788.10
During 6th year of experience	\$734.80	\$756.80	\$779.50	\$802.90
Thereafter	\$748.20	\$770.60	\$793.70	\$817.50
Group D				
During 1st year of experience	\$679.20	\$699.60	\$720.60	\$742.20
During 2nd year of experience	\$693.70	\$714.50	\$735.90	\$758.00
During 3rd year of experience	\$707.70	\$728.90	\$750.80	\$773.30
During 4th year of experience	\$721.20	\$742.80	\$765.10	\$788.10
During 5th year of experience	\$734.80	\$756.80	\$779.50	\$802.90
Thereafter	\$748.20	\$770.60	\$793.70	\$817.50

B. SALARY INCREASES FOR ALL NURSES

1 April, 2004	3%
1 October, 2004	3%
1 October, 2005	3%
1 October, 2006	3%

The first two increases will have retrospective operation. All increases to salaries and allowances have been incorporated into the salary and wage schedule above.

C. ADDITIONAL AUTOMATIC INCREMENTS

From 1 April 2004 the following additional automatic increments shall apply. These have been incorporated into the salary and wage schedule above:

Registered Nurse Division 1, Grade 2 Year 9	\$22 per week
Registered Nurse Division 1, Grade 4B Year 3 (Charge Nurse/Nurse Unit Manager)	\$30 per week
Registered Nurse Division 2, Pay Point 8	\$13 per week
Registered Nurse Division 5, Group C, thereafter	\$13 per week
Registered Nurse Division 5, Group D, thereafter	\$13 per week

D. ALLOWANCES

		01/04/2004	01/10/2004	01/10/2005	01/10/2006
		\$	\$	\$	\$
REGISTERED NURSES DIVISION 1					
Shift Allowance	Morning shift	17.40	17.90	18.50	19.00
	Afternoon shift	17.40	17.90	18.50	19.00
	Night shift	43.80	45.10	46.50	47.90
	Permanent shift	50.50	52.00	53.60	55.20
On Call Allowance		18.90	19.50	20.00	20.60
Change of Roster Allowance		18.90	19.50	20.00	20.60
Hospital/Grad Certificate		30.20	31.10	32.00	33.00
Post Grad Diploma or Degree		49.05	50.50	52.00	53.60
Masters/PhD		56.60	58.30	60.05	61.85
Uniform Allowance		1.12	1.15	1.18	1.22
		5.54	5.71	5.88	6.06

		01/04/2004	01/10/2004	01/10/2005	01/10/2006
		\$	\$	\$	\$
Laundry Allowance		0.30	0.31	0.32	0.33
		1.44	1.48	1.52	1.57
Vehicle Allowance (cents per kilometre)	Motor Cars (35 PMU & over)	0.78	0.80	0.82	0.84
	(Under 35 PMU)	0.64	0.66	0.68	0.70
	Motor Cycles (250cc & over)	0.38	0.39	0.40	0.41
	(under 250cc)	0.28	0.29	0.30	0.31
	Bicycles	0.09	0.09	0.09	0.09
Meal Allowance (during overtime)	After 1 hour of shift	8.30	8.55	8.81	9.07
	After 4 hours of shift	6.63	6.83	7.03	7.24
	5 hours on a Sat or RDO	8.30	8.55	8.81	9.07
	9 hours on a Sat or RDO	6.63	6.83	7.03	7.24
REGISTERED NURSES DIVISION 2					
Shift Allowance	Morning shift	16.25	16.75	17.25	17.75
	Afternoon shift	16.55	17.05	17.60	18.10
	Night shift	41.50	42.75	44.05	45.35
	Permanent night	47.65	49.10	50.55	52.05
	Change of shift	26.00	26.75	27.60	28.40
On Call Allowance		16.25	16.75	17.25	17.75
Change of Roster Allowance		16.25	16.75	17.25	17.75
Seniors Allowance	Pay Point 1	64.98	66.93	68.94	71.01
	Pay Point 2	66.28	68.27	70.32	72.43
	Pay Point 3	67.58	69.61	71.70	73.85
	Pay Point 4	69.05	71.12	73.25	75.45
	Pay Point 5	70.42	72.53	74.71	76.95
	Pay Point 6	71.77	73.92	76.14	78.42
	Pay Point 7	73.13	75.32	77.58	79.91
	Pay Point 8	74.47	76.70	79.00	81.37
Certificate Allowance	6 month course - PP 1	25.99	26.77	27.58	28.40
	6 month course - PP 2	26.51	27.31	28.13	28.97

		01/04/2004	01/10/2004	01/10/2005	01/10/2006
		\$	\$	\$	\$
	6 month course - PP 3	27.03	27.84	28.68	29.54
	6 month course - PP4	27.62	28.45	29.30	30.18
	6 month course - PP5	28.17	29.01	29.88	30.78
	6 month course - PP 6	28.71	29.57	30.46	31.37
	6 month course - PP 7	29.25	30.13	31.03	31.96
	6 month course - PP 8	29.79	30.68	31.60	32.55
	12 month course - PP 1	48.74	50.20	51.71	53.26
	12 month course - PP 2	49.71	51.20	52.74	54.32
	12 month course - PP 3	50.69	52.21	53.78	55.39
	12 month course - PP 4	51.79	53.34	54.94	56.59
	12 month course - PP 5	52.82	54.40	56.03	57.71
	12 month course - PP 6	53.83	55.44	57.11	58.82
	12 month course - PP 7	54.85	56.49	58.19	59.93
	12 month course - PP 8	55.85	57.53	59.25	61.03
	Uniform Allowance	1.17	1.21	1.25	1.29
		5.93	6.11	6.29	6.48
	Laundry Allowance	0.30	0.31	0.32	0.33
		1.45	1.49	1.53	1.58
Vehicle Allowance (cents per kilometre)	Motor Cars (35 PMU & over)	0.79	0.81	0.83	0.85
	(under 35 PMU)	0.65	0.67	0.69	0.71
	Motor Cycles (250cc & over)	0.38	0.39	0.40	0.41
	(under 250cc)	0.28	0.29	0.30	0.31
	Bicycles	0.09	0.09	0.09	0.09

		01/04/2004	01/10/2004	01/10/2005	01/10/2006
		\$	\$	\$	\$
Meal Allowance (during overtime)	After 1 hour of shift	8.77	9.03	9.30	9.58
	After 4 hours of shift	7.02	7.23	7.45	7.67
	5 hours on a Sat or RDO	8.77	9.03	9.30	9.58
	9 hours on a Sat or RDO	7.02	7.23	7.45	7.67
Red Cross Mobile Unit Allowance	(Day)	1.59	1.64	1.69	1.74
	(Week)	8.04	8.28	8.53	8.79
REGISTERED NURSES DIVISION 5					
Shift Allowance	Morning Shift	16.59	17.10	17.60	18.10
	Afternoon Shift	16.59	17.10	17.60	18.10
	Night Shift	41.50	42.80	44.10	45.40
	Permanent Night Shift	47.70	49.10	50.60	52.10
On Call Allowance		6.81	7.01	7.22	7.44
Uniform Allowance		1.26	1.30	1.34	1.38
		5.19	5.35	5.51	5.68
Laundry Allowance		0.27	0.28	0.29	0.30
		1.04	1.07	1.10	1.13
Vehicle Allowance (cents per kilometre)	<i>see Division 1 rates</i>				
Meal Allowance (during overtime)	After 1 hour of shift	7.63	7.86	8.10	8.34
	After 4 hours of shift	6.13	6.31	6.50	6.70
	5 hours on a Sat or RDO	7.63	7.86	8.10	8.34
	9 hours on a Sat or RDO	6.13	6.31	6.50	6.70

E. CLASSIFICATIONS

REGISTERED NURSES DIVISION 1

All classifications in the Award at **clause 29** apply, subject to the amendments, which follow:

Clinical Consultant – a Registered Nurse Division 1 who is appointed as such to provide a clinical resource, clinical advisory/developmental role on a full-time dedicated basis (ie. performs only consultancy work on the relevant shifts) and undertakes related projects and research and development activities to meet specified clinical nursing needs in a clinical discipline.

Clinical Consultant A – a Registered Nurse Division 1 appointed as such who as a member of a specialist team fulfils the clinical consultant role in their first and second years of experience.

Clinical Consultant B – a Registered Nurse Division 1 appointed as such who fulfils the clinical consultant role as a Clinical Consultant A in her or his third and subsequent years of experience as a Clinical Consultant.

Clinical Consultant C – a Registered Nurse Division 1 appointed as such who fulfils the clinical consultant role, and

- (a) is the sole Registered Nurse Division 1 in the specialty; or
- (b) is in charge of a specialty team; or
- (c) is a clinical consultant who takes referrals from, or delivers the consultancy outside more than one campus/worksite/centre of the Health Service

District Nurses Level 2 – A Registered Nurses Division 1 with one year or more of experience as a District Nurse or with comparable community nursing experience. As part of the performance of the duties of this classification, a District Nurse level 2 will, if required by the Employer, undertake functions that could be expected of an experienced Employee such as orientation of new staff members and acting as a support person for inexperienced District Nurses, with these functions forming a part of position descriptions for District Nurses Level 2.

The term “**sole Registered Nurses Division 1**” means a clinical consultant at a particular site or campus, whether full time or part time who is the only nurse consultant in that clinical specialty at that site or campus. Similarly, where two or more nurses are employed in that clinical specialty at a combined EFT of one or less, but predominantly work different days or job share, the sole classification would apply.

Clinical Consultant D – a Registered Nurse Division 1 appointed as such who fulfils the clinical consultant role and who in addition principally consults on a multi Health Service or Statewide basis.

Clinical Consultant E – a Registered Nurse Division 1 appointed as such who fulfils the clinical consultant role on an interstate or national basis.

Community Health Nurse (Sole) – a Registered Nurse Division 1 who is the only community health nurse appointed as such at a particular site, whether employed on a full-time or part-time basis. This classification also applies where two or more community health nurses are employed but predominantly work different days or job share.

Clinical Nurse Specialist –

- (a) A Registered Nurse Division 1 appointed to the grade with either specific post basic qualifications and twelve months’ experience working in the clinical area of her/his specified post basic qualification, and is responsible for clinical nursing duties, or minimum of four year’s post registration experience, including three years’ experiences in the relevant specialist field; or
- (b) A registered Nurse Division 1 who meets the criteria set out at **Appendix 2**.

Clinical Support Nurse – A Registered Nurse Division 1 appointed as such and who is responsible for providing direct clinical support and instruction to, and for mentoring graduate, newly appointed

or less experienced Employees to develop high quality clinical care skills. This classification is supernumerary (does not carry a clinical case load). The responsibilities of a Clinical Support Nurse may extend over numerous units or wards.

No Lift Co-ordinator – A Registered Nurse Division 1 or Division 2 appointed as such and who is responsible for co-ordinating the implementation and maintenance of no-lift practices and educational programs of an Employer.

F. CLASSIFICATIONS IN GRADES

The application of the classifications in grades set out below is subject to the transitional provisions contained in **sub-clause 13.4** of this Agreement.

All relevant classifications in grades as set out in **clause 31** of the Award apply, subject to the amendments, which follow.

A **No Lift Co-ordinator** other than a person classified in accordance with Grade 4A below shall be paid at a Grade no less than their current classification and pay point.

Grade 3A

A Registered Nurse Division 1 with less than two years of experience (as defined) as an Associate Charge Nurse, appointed as an **Associate Charge Nurse** in a non-major hospital and paid as such.

Grade 3B

A Registered Nurse Division 1 appointed as an **Associate Charge Nurse** in a major hospital and paid as such.

A Registered Nurse Division 1 with two years of experience (as defined) or more as an Associate Charge Nurse, appointed as an **Associate Charge Nurse** in a non-major hospital and paid as such.

A Registered Nurse Division 1 appointed as a **Clinical Support Nurse** and paid as such.

Grade 4A

A Registered Nurse Division 1 with less than two years of experience (as defined) as a Charge Nurse, appointed as a **Charge Nurse** in a non major hospital and paid as such.

A Registered Nurse Division 1 with less than two years of experience (as defined) as a Teacher, appointed as a **Teacher** in a non-major hospital and paid as such.

A Registered Nurse Division 1 appointed as a **Clinical Consultant A** and paid as such.

A Registered Nurse Division 1 or Division 2 appointed as a **No Lift Co-ordinator** pursuant to the funding made available by DHS set out in correspondence from Tim Lee of DHS to Lisa Fitzpatrick of the ANF dated **24 December 2004** and paid as such.

Grade 4B

A Registered Nurse Division 1 appointed as a **Charge Nurse** in a major hospital and paid as such.

A Registered Nurse Division 1 with two years of experience (as defined) or more as a Charge Nurse, appointed as a **Charge Nurse** in a non-major hospital and paid as such.

A Registered Nurse Division 1 appointed as a **Teacher** in a major hospital and paid as such.

A Registered Nurse Division 1 with two years of experience (as defined) or more as a Teacher, appointed as a **Teacher** in a non-major hospital and paid as such. A Registered Nurse Division 1 appointed as a **Clinical Consultant B** and paid as such.

Grade 5

A Registered Nurse Division 1 appointed as a **Clinical Consultant C** and paid as such. The first year rate of pay for this classification shall be the Grade 5 (51-200 beds). Thereafter the rate of pay for this classification shall be the Grade 5 (201-400 beds).

Grade 6

A Registered Nurse Division 1 appointed as a **Clinical Consultant D** and paid as such. The rate of pay for this classification shall be at the Grade 6 (301-400 beds).

Grade 7

A Registered Nurse Division appointed as a **Clinical Consultant E** and paid as such. The rate of pay for this classification shall be the Grade 7 (401-500 beds).

SCHEDULE C – NURSE/PATIENT RATIOS

Nurse/patient ratios will not apply in respect of chemotherapy, dialysis, admission centres and day procedure centres or day surgery wards or units.

PART IA - GENERAL MEDICAL SURGICAL WARDS, ANTE/POST NATAL & AGED CARE (SUMMARY)

			<u>Nurse-Patient Ratio</u>	
General Medical / Surgical Wards	Level 1	AM	1:4 + I/C	
	Level 1	PM	1:4 + I/C	
	Level 1	ND	1:8	
	Level 2	AM	1:4 + I/C	
	Level 2	PM	1:5 + I/C	
	Level 2	ND	1:8	
	Level 3	AM	1:5 + I/C	
	Level 3	PM	1:6 + I/C	
	Level 3	ND	1:10	
	Level 3A	AM	1:6 + I/C	
	Level 3A	PM	1:6 + I/C	
	Level 3A	ND	1:10	
	Ante/Postnatal	All Levels	AM	1:5 + I/C
			PM	1:6+ I/C
			ND*	1:8

* Night duty staff may assist in Levels 1 and 2 nurseries where geography and workload allows.

Other Hospitals (not listed as Levels 1 to 3A below) and Aged Care

Acute Wards	AM	1:6 + I/C *
	PM	1:7 + I/C *
	ND	1:10
Aged Wards	AM	1:7 + I/C*
	PM	1:8 + I/C*
	ND	1:15

*refer to Aged Care and Other Hospitals ratio

Level 1 (4+4)

Alfred
Austin & Repat Medical Centres
Monash
Royal Melbourne

St Vincent's
Royal Children's
Box Hill
Frankston
Geelong
Northern
Dandenong
Western (Footscray)
Peter MacCallum

Level 2 (4+5)

Mercy Hospital for Women
Royal Women's Hospital
Maroondah
Ballarat
Bendigo
Goulburn Valley
Latrobe
Sunshine
Werribee Mercy
Wangaratta
Mildura

Level 3 (5+6)

Angliss
Bairnsdale
Echuca
Gippsland Base (Sale)
Hamilton
Monash (Moorabbin)
Rosebud
Eye & Ear
Sandringham
Swan Hill
Warragul
Warrnambool
Williamstown
Wimmera
Wodonga

Level 3A (6+6)

Mt Alexander (acute)
Portland

PART IB - INTERPRETATION

1 General Medical/Surgical Wards

- (a) The following information is intended to assist in the interpretation of the methodology used to apply the nurse/patient ratios. Further, it is recognised that

any application of the nurse/patient ratios must be flexible so that hospitals are able to adjust to variations in bed occupancy (up and down), subject to the meeting of the agreed nurse/patient ratios, and compliance with other requirements of the Award, agreements and employment contracts. The following information applies with respect to all ratios set out in **Schedule C** within wards and level 2 nurseries.

- (b) The methodology used to apply the nurse/patient ratio needs to be consistent with the principle of ensuring that the number of nurses available is commensurate with the number of patients requiring care. Average occupancy may not reflect variations in patient numbers and therefore may not match staff to periods of peak demand.
- (c) Consequently, the nurse/patient ratio should be calculated on actual patient numbers in a given ward or unit. If a hospital has a particular ward of 30 beds and only 26 beds are generally occupied, the four “unused” beds may only be used when additional staff are available to meet the ratio requirements.
- (d) While the nurse/patient ratio set out in **Schedule C** will apply to the number of beds that are generally occupied, any occupancy of additional beds is subject to:
 - (i) additional beds being available; and
 - (ii) nurses being rostered to the level required to meet the nurse/patient ratio for the duration of the occupancy of additional beds.

In this context, “rostered” does not require the application of normal Award notice periods.

- (e) Where demand requires fewer beds, staffing may be adjusted down or redeployed prior the commencement of shifts, subject to compliance with relevant provisions in awards, certified agreements or an individual’s employment contract.
- (f) Where the application of the nurse/patient ratio results in a number of nurses, plus an additional requirement of more than 0.5%, rounding up shall be required.
- (g) Where the application of the nurse/patient ratio results in a number of nurses, plus an additional requirement of 0.5% or less rounding down shall be regarded as being in compliance with the ratio.
- (h) Where the application of the nurses ratio results in a number of nurses, plus an additional requirement of 0.5%, prima facie rounding down shall occur. This is subject to the following safeguards:
 - (i) patient care is not to be compromised;
 - (ii) if the number of patients outside the nurse/patient ratio exceeds 50% of the requirement to appoint an additional nurse, a further nurse must be appointed.

Alternatively, where the number of patients outside the nurse/patient ratio is 50% or less, and where patient care would not be compromised,

agreement would be reached to appoint for example, six nurses rather than seven.

Such decisions may be made by the Agreement Implementation Committee.

- (iii) On night duty shifts, and in aged care wards, it may be appropriate to appoint a floater to make up the part nurse/patient ratio.
- (iv) Where appropriate, the ratios in the Hospitals listed below may be reached with a mix of Registered Nurses Divisions 1 and 2.

Alexandra District Hospital	Djerriwarrh Health Service
Alpine Health – Bright, Mt Beauty, Myrtleford	Donald District Hospital
Angliss Health Service	Dunmunkle Health Services – Rupanyup
Ararat Hospital	Dunolly Hospital
Bairnsdale Hospital	Echuca Hospital
Beaufort & Skipton Health Service	Edenhope & District Memorial Hospital
Beechworth Hospital	Far East Gippsland Health & Support Service, Orbost
Benalla & District Memorial Hospital	MPS
Bethlehem Hospital	Gippsland Base Hospital – Sale
Birchip Hospital	Gippsland Southern Health Service, Korumburra, Leongatha
Boort District Hospital	Hamilton Hospital
Caritas Cristi Hospice	Hesse Rural Health Service
Casterton Memorial Hospital	Heyfield Hospital
Caulfield Hospital	Heywood & District Memorial Hospital
Charlton Hospital	Hopetoun Hospital
Cobram District Hospital	Inglewood & District Health Service
Cohuna & District Hospital	Jeparit Hospital
Colac Community Health Service	Kaniva Hospital
Coleraine District Hospital & Aged Care	Kerang & District Hospital
Corangamite Regional Hospital Services	Kilmore & District Hospital
Creswick Hospital	
Daylesford Hospital	

Koo-wee-rup Regional Health Service	Queen Elizabeth Centre – Noble Park
Koroit & District Memorial Health Services	Rainbow Hospital Robinvale District Health Services
Kyabram & District Memorial Comm. Hospital	Rochester & Elmore District Health Service
Kyneton Hospital	Rosebud Hospital
Lorne Community Hospital	Royal Victorian Eye & Ear Hospital
Maffra Hospital	Sandringham Hospital
Maldon Hospital & Community Care	Seymour District Memorial Hospital
Mallee Track Health & Community Service	South Gippsland Hospital
Manangatang & District Hospital	Southern Health Community Health Service
Mansfield District Hospital	St Arnaud Hospital
Maryborough Hospital	Stawell District Hospital
McIvor Health & Community Services	Sunshine Hospital
Monash Medical Centre – Moorabbin	Swan Hill District Hospital
Moyne Health Services	Swan Hill District Hospital
Mt. Alexander Hospital	Tallangatta Hospital
Nathalia District Hospital	Tatura Hospital
Natimuk Hospital	Terang & Mortlake Health Service
Nhill Hospital	Timboon & District Healthcare Service
Numurkah & District Health Services	Upper Murray Health & Comm. Services
Omeo District Hospital	Waranga Memorial Hospital
Otway Health & Community Services	Warracknabeal Hospital
Penshurst & District Memorial Hospital	Warragul Hospital
Peter James Centre	Warrnambool Base Hospital
Portland & District Hospital	Williamstown Hospital
	Wimmera Health Care Service (Dimboola)
	Wimmera Hospital

Wodonga Hospital
Wonthaggi &
District Hospital
Wycheproof
Hospital
Yarra Ranges
Health Service

Yarrarri & District
Health Service
Yarrowonga Health
Service
Yea & District
Memorial Hospital

- (i) Where there is a dispute pre-ratio staffing shall be taken as being indicative of patient care requirements, subject to the right of review by the hospital. Otherwise, the prima facie position will be a rounding down, to be determined by the hospital in the event of disagreement at the local level, subject to a right of review of the decision by the ANF through the Monitoring Committee.

2 ANTE NATAL/POST NATAL

- (a) Where hospitals have introduced different models of care such as Box Hill, Werribee and Sunshine Hospitals, agreements on staffing will be developed and agreed between hospital management and the ANF.
- (b) Where a prior agreement was reached independently of the introduction of Nurse/Patient Ratios, it shall continue as indicative of staffing needs.

3 Aged Care

Nurse/Patient ratio applicable to aged care relate to the number of aged care patients, not the number of patients in a ward, unit or department.

PART II - OTHER HOSPITALS (NOT LISTED AS LEVELS 1 TO 3A IN PART 1A OF THIS ANNEXURE) AND AGED CARE RATIOS

	<i>Acute</i>	<i>Aged Care</i>
AM	1:6 + In Charge	1:7 + In Charge
PM	1:7 + In Charge	1:8 + In Charge
N/D	1:10	1:15

1 GENERAL

Where aged care patients generally occupy beds designated as acute “aged ward” ratios shall apply for these patients.

2 IN CHARGE POSITIONS

The ‘In Charge’ positions referred to above relate to current arrangements. There is an intention as part of this total agreement that there will not be a number of charge nurses of small wards in the one facility eg. 10 acute beds and 15 aged care beds.

Where an In-Charge nurse in these facilities has had a patient load, that practice may continue.

In situations such as inability to recruit or replace, sick leave replacement, unexpected increases in patient acuity, it may be necessary for an In-Charge nurse on an individual shift basis to accept a component of a direct patient load for the purpose of meeting the ratios.

3 SUPERNUMERARY GRADE 5

In small health facilities ie, one ward there would be a Grade 5 not supernumerary and one other Division 1.

In a facility of two wards or one ward and nursing home there would be a Grade 5 and a Grade 3 – Grade 5 not supernumerary.

Facilities of three wards or more Grade 5 supernumerary and Grade 3 in charge of each ward.

PART III - DELIVERY SUITES LEVELS 1, 2 AND 3

1 2 MIDWIVES TO 3 DELIVERY SUITES ON EACH SHIFT

If the ward/unit believes that there is not the same requirement for staffing levels on night duty as for AM and PM, then a local agreement will be entered into.

In hospitals with less than two births per day, rosters should ensure that where possible, two midwives are rostered on in the hospital. If this is not possible, one may be on-call.

If other parts of the hospital are not busy, midwives may be relocated to work in delivery suites.

The number of delivery suites that a hospital wishes to utilise shall be nominated by the hospital. The nurse/patient ratio shall apply to the nominated suites, with use of additional suites being subject to additional midwives being available, and rostered to the level required to meet ratios for the duration of the usage of the additional suites. "Rostered" for the purpose of additional midwives in this context does not require the application of normal Award notice periods.

If the midwives rostered to delivery suites are not required, they may be utilised as additional staff in other hospital areas, provided that they return to the midwifery unit if required.

2 NICU

(4 major units – Mercy Hospital for Women, Royal Women's Hospital, Monash Medical Centre, Royal Children's Hospital).

1:2 and In Charge on all shifts.

3 DISCRETE LEVEL 2 SPECIAL CARE UNITS

(a) Where more than 10 cots 1:3 on all shifts.

(b) Where 10 cots or less 1:4 on all shifts.

The general "rounding" principles as set out in Part IB of this **Annexure C**, shall apply, provided that two nurses shall be required in respect of six cots.

- **10 COTS = 3 nurses**
- **11 COTS = 4 nurses**
- **12 COTS = 4 nurses**
- **13 COTS = 4 nurses**
- **14 COTS = 5 nurses**
- **15 COTS = 5 nurses**
- **16 COTS = 5 nurses**

4 LEVEL 1 NURSERIES

Given the ratios in acute and postnatal wards these babies will be cared for by ward staff.

PART IV - ACCIDENT AND EMERGENCY

1 GROUP 1

AUSTIN & REPATRIATION MEDICAL CENTRE
ALFRED HOSPITAL
MONASH MEDICAL CENTRE
ROYAL MELBOURNE HOSPITAL
ST. VINCENT'S HOSPITAL
ROYAL CHILDRENS HOSPITAL
BOX HILL HOSPITAL
FRANKSTON HOSPITAL
GEELONG HOSPITAL
NORTHERN HOSPITAL
DANDENONG HOSPITAL
WESTERN HOSPITAL (FOOTSCRAY)
BALLARAT HOSPITAL
BENDIGO HOSPITAL
GOULBURN VALLEY HOSPITAL
LATROBE HOSPITAL
MAROONDAH HOSPITAL
WERRIBEE MERCY HOSPITAL
THE ANGLISS HOSPITAL

Ratios: **AM** **1:3 + In-Charge + Triage**
 PM **1:3 + In-Charge + Triage**
 ND **1:3 + In-Charge + Triage**

The following night duty presentations formula applies only to Group 1 Accident and Emergency Departments. Group 1 staffing levels are adjusted for presentations and cubicle occupancy for the immediate preceding twelve month period. Group 1 staffing levels are **not** to be simply based on the number of cubicles.

The number of cubicles used for determining night duty staffing ratios is reduced in proportion to the average number of presentations at night compared with the day shifts. For example, Hospital A has an average of 13,000 presentations per daytime shift and 7,000 at night. It has 40 cubicles available. Base staffing ratios are determined as follows:

1. Determine proportion of night to day presentations ($7,000/13,000 = 0.54$)
2. Calculate a cubicle equivalent: $40 \text{ cubicles} \times 0.54 = 21.6$
3. Base staff required using 1:3 + In-Charge + Triage ratios = $(21.6/3) + 2 = 9.2 \text{ EFT}$
4. Because lower activity does not always correspond with reduced cubicle occupancy, adjustments of up to 50% of the gap between actual cubicles and "cubicle equivalents" is allowed by local agreement.
5. To calculate the 50% gap add "cubicle equivalents" (21.6) to 50% of the gap (9.2 cubicles) = 30.8 equivalent occupied cubicles

$$\text{Gap} = 40 - 21.6 = 18.4$$

$$50\% \text{ of gap} = 18.4/2 = 9.2$$

6. Maximum staffing using 1:3 + In-Charge + Triage ratio is $(30.8/3) + 2 = 12.3$ EFT

If an accident and emergency facility has a designated short stay admission (or areas), ward nurse/patient ratio shall apply where full assessment and admission has occurred, in respect of such patients.

Where there is a seasonal fluctuation, a hospital may staff at the level of a Group 3 category hospital for part of the year, and as a Group 2 category hospital for part of the year, depending on the number of presentations.

2 GROUP 2

Accident and Emergency Departments not in Group 1 with over 5000 presentations per annum.

AM	1:3 plus In Charge
PM	1:3 plus In Charge
ND	1:3 Plus in Charge

Where these units have previously had a triage nurse these positions remain.

Group 2 staffing requirements reflecting presentations and cubicle/trolley occupancy or average patient numbers relate to “per shift”, and are based on data for the immediate preceding 12 month history of presentations.

3 GROUP 3

Less than 5000 presentations per annum.

When meeting the ratios in these hospitals there should be a minimum of 2 Division 1 Registered Nurses plus 1 “floater” (Division 1 or Division 2) per shift as staffing for the facility including Accident and Emergency.

In respect of 1 and 2 wards Group 3 Accident and Emergency Departments, the “floater” need not be a Supernumerary, provided that a Division 1 nurse is available to assess patients in Accident and Emergency, and there remains a Division 1 nurse in each ward.

There are no dedicated staff rostered in Accident and Emergency Departments.

4 DESIGNATED CORONARY CARE UNIT

AM 1:2 plus in-charge

PM 1:2 plus in-charge

ND 1:3

5 HIGH DEPENDENCY UNIT (STAND ALONE UNITS) IN LEVEL 1 HOSPITALS

AM 1:2 plus in-charge

PM 1:2 plus in-charge

ND 1:2

Where HDU is part of an Intensive Care Unit, the 'in-charge' position is to cover both HDU and ICU

6 HIGH DEPENDENCY UNIT - CENTRAL GIPPSLAND, WEST GIPPSLAND, WIMMERA, WARRNAMBOOL

(for review Hamilton & Wodonga)

AM 1:2 plus in-charge

PM 1:2

ND 1:2

7 HIGH DEPENDENCY UNIT – ANGLISS, BAIRNESDALE, ECHUCA & PORTLAND

AM 1:3

PM 1:3

ND 1:3

8 HIGH DEPENDENCY UNIT – PART OF GENERAL WARD - SWAN HILL, WILLIAMSTOWN

AM 1:4

PM 1:4

ND 1:4

9 PALLATIVE CARE

AM 1:4 plus in-charge

PM 1:5 plus in-charge

ND 1:8

PART V - REHABILITATION AND GEM

1 CATEGORY 1 REHABILITATION (AMPUTEES, ACQUIRED BRAIN INJURY, SPINAL INJURY)

AM 1:5 + In Charge

PM 1:5 + In Charge

ND 1:10

2 CATEGORY 2 REHABILITATION

AM 1:5 + In Charge

PM 1:7 + In Charge

ND 1:10

3 GERIATRIC EVALUATION MANAGEMENT (GEM) BEDS

AM 1:5 + In Charge

PM 1:6 + In Charge

ND 1:10

Where Rehabilitation and GEM beds are less than 25% of a ward/unit, the ratios according to the dominant clinical description shall apply. Where award/unit has combined GEM and Rehabilitation only one In-Charge Nurse is required.

PART VI - OPERATING THEATRE RATIOS

Operating Theatres will normally have three nurses, one scrub nurse, one scout, and one anaesthetic nurse.

This may be varied up or down, depending on the following local circumstances:

- complexity of the surgery or procedure,
- pre-existing condition of the patient,
- number of operations on the list,
- experience and skill mix of staff,
- type of equipment used,
- number of students requiring supervision,
- temporary fluctuations in demand across the whole theatre suite during a session,
- layout and number of operating suites.

PART VII – POST ANAESTHETIC CARE UNIT/RECOVERY ROOM (PACU)

1 to 1 for unconscious patients.

APPENDIX 1 – LETTER OF APPOINTMENT

The letter of appointment will contain the following information:

- 1 Name of Employer.
- 2 Employee's classifications (eg. Gr 2 Year 4, Gr 4B Year 1).
- 3 The workplace/campus/location where the person is to be situated.
- 4 The name of the Award and Certified Agreement which contains their terms and conditions of employment.
- 5 Their mode of employment ie. whether full-time/part-time or bank.
- 6 Fortnightly hours will be **[insert]** and for part timers (by mutual agreement) additional shifts may be added. Shifts will be worked in accordance with roster. Payment of additional shifts will not be at casual rates. If you agree to work regular additional shifts your letter of appointment will be varied accordingly.
- 7 Specified employment is ongoing unless a valid fixed term appointment is proposed.
- 8 Date of commencement.
- 9 Acknowledgment (where applicable) of prior service/entitlements to sick leave, long service, etc.
- 10 Other information as required depending on the nature of the position.
- 11 Relevant qualifications and allowances payable.

APPENDIX 2 – CLINICAL NURSE SPECIALIST CRITERIA

Applicants must meet the clinical nurse specialist definition, be employed either full time or part time and demonstrate **one** criterion in **each** of **paragraphs 1, 2 and 3.**

1 Clinical Skill

- Higher level of skill demonstrated in clinical decision making – in particular in problem identification and solution, and analysis and interpretation of clinical data; and
- Maintenance and improvement of clinical standards.

2 Professional Behaviour

- Positive role model;
- Act as a mentor or preceptor to less experienced nurses, including graduate nurses;
- Support of, and contribution to, quality improvement and research projects within the area of practice and ward/unit/department; and
- Acting as a resource person to others in relation to clinical practice.

3 Professional Development

- Membership of relevant professional body;
- Contribution to the education of other professionals. For example, being willing to provide at least one in-service education program each year; and
- Undertaking own planned professional development and competence through various forms of continuing education. For example, conferences, study days, formal study, reading.

APPENDIX 3 – INDICATIVE POSITION DESCRIPTION FOR SUPERVISOR GRADE 5 – SMALL RURAL HOSPITALS

POSITION PROFILE

- The Supervisor will support and promote activities which are consistent with the objectives and philosophy of the Hospital.
- Act as a resource for staff (nursing, medical and others) and patients and their families.
- Being actively involved in the preparation, maintenance and implementation of emergency disaster plans, and together with other emergency control personnel, be responsible for co-ordination of staff and patient movement in the event of an emergency during their rostered shift(s).
- Liaise with Admitting Officer, to discuss bed availability and suitable patient placement.
- Facilitate the resolution of public relations issues as they arise, informing the CEO and/or DON as appropriate.
- Assist in the delivery of safe patient care by liaising with the Charge Nurse and supporting war areas with appropriate nursing staff (includes adequate PSA support, orderlies, etc).
- Responsible for quality control for nursing services delivered and allocation of staff during their rostered shift(s).

SPECIFIC RESPONSIBILITIES

- Liaise with all staff acting as resource for staff, facilitating and promoting quality patient care.
- Co-ordinates and maintains appropriate nursing staff levels through consultation with clinical nurses, redeploying staff and engaging bank/agency staff as required.
- Facilitates the process to ensure the performance and skills of bank nurses are maintained in accordance with hospital policy.
- Facilitates patient admission by discussing bed availability with the Admitting Officer in accordance with hospital policy.
- Liaises with emergency department nursing staff, Admitting Officer and operating suite staff to maintain an efficient after hours emergency surgery service.
- Ensures the smooth release of bodies from the mortuary after hours when necessary for coronial or religious reasons.
- To be an active member on the Emergency Procedures Committee or local equivalent, ensuring nursing input and profile is maintained.
- Responsible for maintaining own education relating to emergency and disaster procedures.

- Maintains an awareness of patient/nurse dependency throughout the shift as this will assist the safe co-ordination of staff and patients in such a situation.
- Assists with the monitoring and analyses of patient incidents and accidents.
- Ensures the necessary reports are completed and the CEO and/or DON are informed.
- Monitors consumer concerns, assists with the resolution and refers the matters to the CEO and/or DON.
- Assists in maintaining supportive relationships between staff, patients and is available for consultation and advice.
- Assists the DON with any projects or reports that may be necessary.
- If required to attend meetings during off duty periods will be paid in accordance with the Nurses Award and this Agreement.

These responsibilities will be performed by the out-of-hours Grade 5 Supervisor in small country hospitals where the necessary resources are provided by the Employer.

APPENDIX 4 – OCCUPATIONAL HEALTH AND SAFETY

1 Introduction

The parties to this Agreement are committed to a pro-active approach in the prevention and management of workplace injuries amongst Employees, and to the achievement of a reduction in workplace injuries through the implementation of risk management systems incorporating hazard identification, risk assessment and control, and safe work practices.

The parties acknowledge that there were a wide range of occupational health and safety (OHS) matters raised in the ANF and the HSU's 2004 Public Sector claims. In an effort to improve safety for Employees of the Employers, the parties agree to establish an OHS working party consisting of representatives of DHS and VHIA representing the employers, and on behalf of Employees the ANF and the HSU to discuss, investigate and where possible, make recommendations in relation to those claims.

The Employer will implement the hierarchy of controls to control hazards, and will eliminate the hazard at the source wherever practicable.

The provisions of this part of the Agreement shall be read and interpreted in conjunction with the Victorian *Occupational Health and Safety Act 1985* as amended from time to time and the Victorian *Accident Compensation Act 1985* as amended from time to time, provided where there is any inconsistency between a provision of this Agreement and the aforementioned Victorian Acts, the Victorian Acts shall prevail to the extent of any inconsistency.

The parties to this Agreement recognise that consultation with nurses and their representatives is crucial to achieving a healthy and safe work environment for nurses. To this end, this Agreement recognises that Employers and Employees must co-operate to control and manage health and safety hazards in the workplace. Hazards include, but are not exclusive to:

- manual handling;
- blood borne and other infectious diseases;
- needlesticks;
- violence and aggression;
- hazardous substances; and
- security.

2 Definitions

For the purposes of this Appendix:

DWG shall mean designated work group as defined under the *Occupational Health and Safety Act 1985* as amended from time to time and may include Employees other than registered nurses.

HSR shall mean health and safety representative elected in accordance with Section 30 of the *Occupational Health and Safety Act 1985* as amended.

Insurer shall mean an authorised agent as defined by the *Accident Compensation Act 1985*.

VHIA shall mean the Victorian Hospitals' Industrial Association.

Workplace shall mean workplace as defined under Section 4 of the *Occupational Health and Safety Act* 1985 as amended.

3 Designated Work Groups

- 3.1 Where ANF members constitute the majority of the workforce within a designated work group, the Employer shall maintain a system of agreed designated work groups (DWGs) with the ANF.
- 3.2 The Employer shall consult with Employees in relation to the establishment or variation of designated work groups and where an Employee requests, the ANF.
- 3.3 In determining the composition of DWGs, the following considerations shall, where practicable, be taken into account:
 - (a) the specific needs, conditions and hazards affecting Employees in the area(s) concerned;
 - (b) the working arrangements, including shiftwork, of Employees in the area(s) concerned;
 - (c) the accessibility of health and safety representatives to Employees in the area(s) concerned; and
 - (d) the geographical layout of the workplace.

4 Health and Safety Representative Election Process

- 4.1 The method of conducting the election shall be determined in consultation with the Employer and the Employees of the DWG concerned. Where the majority of Employees of a DWG are members of the ANF, the ANF shall, where requested by the staff, conduct the election.

Provided that the following arrangements will be incorporated:

- 4.2 All Employees in the relevant DWG shall be given the opportunity to nominate for the position. Nominations shall be called for by posting a notice(s) in the Designated Work Group and providing a nomination period of 14 days.
- 4.3 Candidates shall be nominated by their co-workers in the relevant designated work group and may also self-nominate. Nominations shall be made in writing.
- 4.4 Where there is more than one nominee for any vacancy of a health and safety representative position, a ballot will be held of the relevant Employees in accordance with agreed DWG electoral processes.
- 4.5 If there is only one nominee then the candidate will be elected unopposed.

- 4.6 The Employer shall maintain a current list of DWGs as well as the name of the elected health and safety representative for each DWG and shall display this in a prominent place in the workplace at all times.
- 4.7 Employers will provide a copy of the DWG list to the ANF at least annually, or within 28 days of receiving a written request from the ANF.
- 4.8 Elected health and safety representatives shall be provided by the Employer with a badge identifying them as HSRs. Health and safety representatives shall wear the badge at all times when on duty.

5 Health and Safety Representative Training

- 5.1 The Employer shall permit health and safety representatives to take such time off work with pay as is necessary or prescribed to attend occupational health and safety training courses approved by the Victorian WorkCover Authority.
- 5.2 Health and safety representatives shall be entitled and encouraged to attend an approved course as soon as practicable but no later than within six months of their election.
- 5.3 When attending an approved course, health and safety representatives shall be paid their normal/expected earnings during course attendance, including pay entitlements relating to shift work, regular overtime, higher duties, allowances or penalty rates that would have applied had the health and safety representative been at work.
- 5.4 Where health and safety representatives attend an approved course outside their normal working hours, they shall be paid as if they had been at work for the relevant time, including any relevant overtime rates, higher rates, allowances or penalty rates. This might apply when a health and safety representative:
 - (a) normally works two days a week, attends a block five-day course;
 - (b) has a rostered day off during the course; and
 - (c) has a shift that does not overlap, or overlaps only marginally, with the course's hours.
- 5.5 Rosters or shifts shall be altered where necessary to ensure that health and safety representatives are not exposed to extra risks from fatigue due to working extended hours or shiftwork while attending a training course.
- 5.6 The Employer shall reimburse Employees in respect of course fees for selected approved courses.
- 5.7 Health and safety representatives shall have the right to choose which course to attend, provided it is an approved course. An Employer shall not prevent or obstruct a health and safety representative from attending a chosen course.
- 5.8 The Employer shall provide such information, instruction and training to all Employees employed by the Employer, as is required to enable them to perform their work in a manner which is safe and minimises risks to health. Information, education and training

shall be provided on a regular basis as required to enable Employees to remain informed in relation to health and safety hazards, policies and procedures.

6 Facilities for Health and Safety Representatives

- 6.1 Health and safety representatives shall be provided with reasonable access to an office, telephone, computer (including email facilities where available), notice board, meeting room, and such other facilities as are necessary to enable them to perform their functions or duties as prescribed under the *Occupational Health and Safety Act 1985*.
- 6.2 Health and safety representatives shall have reasonable time release from duty to perform their functions and duties as is necessary or prescribed under the *Occupational Health and Safety Act 1985*.

7 Health and Safety Committees

Health and safety committees shall be established in accordance with the provisions of the *Occupational Health and Safety Act 1985*.

8 Reporting of Incidents, Accident Investigation and Prevention

- 8.1 The Employer shall encourage early reporting of incidents by nurses, and ensure nurses who report incidents are appropriately supported.
- 8.2 Following an incident or injury affecting nursing staff, the Employer shall take appropriate action to prevent further injury to staff, including conducting a worksite assessment where practicable and implementing workplace modifications to ensure a healthy and safe work environment for staff.
- 8.3 The Employer shall provide information, instruction and training to Employees and management staff regarding the importance of early reporting, procedures regarding incident reporting, and how this feeds into accident investigation and prevention.

9 Workers Compensation, Rehabilitation and Return to Work

This part shall be read in conjunction with the *Accident Compensation Act 1985* as amended from time to time, provided where there is any inconsistency between a provision of this Agreement and the *Accident Compensation Act 1985*, the *Accident Compensation Act 1985* shall prevail to the extent of any inconsistency.

- 9.1 The Employer is committed to the principles of early intervention such as to facilitate the effective occupational rehabilitation of Employees.
- 9.2 The Employer shall appoint a Return to Work Co-ordinator who shall have sufficient knowledge of occupational rehabilitation legislation, regulations and guidelines to undertake the task.
- 9.3 The Employer will display and make available the Victorian WorkCover Authority “Stop the Injury Before it Happens” Poster and A4 version, as amended from time to time. The Employer shall provide a copy of the poster (A4 version) to Employees as soon as they report an incident/injury.

- 9.4 The Employer will in respect of an injury for a period or periods which total 20 or more calendar days of no current work capacity, develop an appropriate return to work plan as soon as practicable but no later than 10 days after the twentieth day of no current work capacity. The return to work plan shall be developed in consultation with the injured Employee concerned, his/her treating doctor and health professionals providing treatment or services to the injured Employee as approved by the Victorian WorkCover Authority.
- 9.5 The Employer shall assist injured Employees to remain at work or return to work in suitable employment as soon as possible after injury. The Employer shall ensure that the suitable employment will reflect and be commensurate with, as far as possible, the skills, education, age, experience, pre-injury employment, and any relevant medical restrictions of the injured Employee. The suitable employment shall also take into account the Employee's pre-injury place of residence and hours of work.
- 9.6 Without limiting the content of the return to work plan, the plan shall include, but not be limited to:
- (a) A return to work program signed by the Employer, Employee and treating doctor which covers:
 - (i) the date;
 - (ii) the position title;
 - (iii) the duties and hours of work to be offered;
 - (iv) the nature of the incapacity and any medical restrictions;
 - (v) the applicable classification and pay rate; and
 - (vi) the date or dates for regular review.
 - (b) The return to work plan may also consider:
 - (i) subject to approval by the insurer, any personal and household services required, including modifications to the home or car, household help, counselling, aids or appliances, transportation costs, etc; and
 - (ii) subject to approval by the insurer, any occupational rehabilitation services, including modifications to the workplace, home or car which will apply, equipment to be provided at the workplace, etc.

The return to work plan shall be reviewed at least monthly or more regularly as needed, in consultation with the injured Employee and other relevant parties.

- 9.7 Employees shall have the right to have a union representative present at any interview arranged by their Employer regarding their return to work or rehabilitation, including monitoring or review of their return to work program. When arranging such interviews, the Employer shall advise the Employee that he/she may have a union representative present. The Employer shall where practicable provide to the Employee at least seven days notice of such interviews occurring.

- 9.8 The Employer shall not seek to change the Employee's duties, hours or other aspects of the Employee's employment or return to work plan without consulting with the Employee.

A representative of the ANF may be involved in any negotiations or discussions regarding any such proposed changes, at the request of the Employee.

- 9.9 The Employer and the Employee shall mutually co-operate and participate in the agreed return to work plan. This plan will be reviewed at the request of any of the parties involved. Where agreement cannot be reached the processes of the Victorian *Accident Compensation Act 1985* (as amended) shall apply.

10 Accident Pay

Accident pay shall be in accordance with the Award.

11 Rehabilitation, Re-training and Re-education

- 11.1 Subject to approval by the insurer, the Employer may refer the Employee to a Victorian WorkCover Authority approved occupational rehabilitation provider for assessment. In accordance with WorkCover guidelines, such referral may be required in the following circumstances:

- (a) the period of total incapacity has been greater than three weeks;
- (b) the nature of the injury means it will be difficult for the worker to remain at or return to pre-injury duties;
- (c) there is difficulty identifying suitable return to work duties;
- (d) the worker, who is at work on restricted hours or duties, is not making progress;
- (e) the worker's condition has deteriorated;
- (f) other factors appear to be affecting the return to work (for example, communication problems within the workplace or with the treating doctor); and
- (g) the worker regularly experiences pain or discomfort while performing specific tasks.

Provided that such referral may be made at the request of the Employee, the treating doctor, or any other approved service provider, individual or agency, on behalf of the Employee, subject to approval by the insurer.

- 11.2 Subject to approval by the insurer, an occupational rehabilitation assessment may include, but is not limited to:
- (a) a worksite assessment, including an assessment of any modifications to the workplace, equipment to be provided, etc.;
 - (b) a functional capacity assessment;

- (c) an assessment of the need for any modifications to the home or car, the need for the provision of aids, appliances, etc.;
 - (d) any personal and household service, including household help, attendant care, and counselling, which may be required to assist the injured nurse to be rehabilitated and/or return to work;
 - (e) the need for any re-training or re-education which may be required to assist the injured nurse to return to work in suitable employment; and
 - (f) vocational assessment and counselling.
- 11.3 An Employee's request for occupational rehabilitation services, personal or household service shall be considered wherever it can assist the Employee's occupational rehabilitation. Requests for approval must be made in writing by the Employee, his/her treating medical practitioner, or any other approved service provider on behalf of the Employee. In accordance with the *Accident Compensation Act 1985* as amended from time to time, approval for payment for services shall be subject to agreement by the authorised insurer.
- 11.3.1 Where the Employer receives such a request, the Employer shall ensure that the request is processed in a timely manner.
- Provided further that the Employee must be notified in writing of the decision by the insurer. This should occur within 28 days of the request, in accordance with guidelines issued by the Victorian WorkCover Authority to its agents.
- 11.4 The Employer or insurer may pay for any re-training or re-education which is required to assist the Employee to remain at work or return to work in suitable employment in accordance with guidelines issued by the Victorian WorkCover Authority to its agents. Approval for such re-training or re-education may be requested by the Employee, his/her treating practitioner, or any other Victorian WorkCover Authority approved service provider, individual or agency, on behalf of the Employee.
- 11.5 Where it has been established that an Employee has a permanent injury or condition which prevents them returning to their pre injury employment, the Employer shall ensure that the Employee is advised of all vacancies as they become available.
- 11.6 At the request of the Employee, the Employer shall notify the ANF before any action is taken to terminate, permanently re-deploy, permanently re-locate or otherwise permanently change the employment status of an injured Employee, and shall consult with the ANF, the Employee, the rehabilitation provider, and the treating doctor, to determine all possible options for rehabilitation/return to work, including vocational assessment, re-training and re-education, prior to such action being taken.