



FAIR WORK  
AUSTRALIA

## DECISION

*Fair Work Act 2009*  
s.185—Enterprise agreement

**Victorian Hospitals' Industrial Association**  
(AG2012/9133)

### **NURSES AND MIDWIVES (VICTORIAN PUBLIC SECTOR) (SINGLE INTEREST EMPLOYERS) ENTERPRISE AGREEMENT 2012-2016**

Health and welfare services

COMMISSIONER GOOLEY

MELBOURNE, 29 JUNE 2012

*Application for approval of the Nurses and Midwives (Victorian Public Sector) (Single Interest Employers) Enterprise Agreement 2012-2016.*

[1] An application has been made for approval of an enterprise agreement known as the *Nurses and Midwives (Victorian Public Sector) (Single Interest Employers) Enterprise Agreement 2012-2016* (the Agreement). The application was made pursuant to s.185 of the *Fair Work Act 2009* (the Act). It has been made by the Victorian Hospitals' Industrial Association. The agreement is a single enterprise agreement.

[2] The Applicant has provided written undertakings. A copy of the undertakings is attached in Annexure A. I am satisfied that the undertakings will not cause financial detriment to any employee covered by the Agreement and that the undertakings will not result in substantial changes to the Agreement.

[3] Subject to the undertakings referred to above, I am satisfied that each of the requirements of ss.186, 187, 188 and 190 as are relevant to this application for approval have been met.

[4] Pursuant to s.202(4) of the Act, the model flexibility term prescribed by the *Fair Work Regulations 2009* is taken to be a term of the Agreement.

[5] The Agreement contained minor errors at clause 21.3(e)(x) and in clause 3 of Part II of Schedule C. Pursuant to section 586(a) of the Act the errors are corrected in the published Agreement.

[6] The Australian Nursing Federation, being a bargaining representative for the Agreement, has given notice under s.183 of the Act that it wants the Agreement to cover it. In accordance with s.201(2) I note that the Agreement covers the organisation.

[7] The Health Services Union, being a bargaining representative for the Agreement, has given notice under s.183 of the Act that it wants the Agreement to cover it. In accordance with s.201(2) I note that the Agreement covers the organisation.

[8] The Agreement was approved on 29 June 2012 and, in accordance with s.54, will operate from 6 July 2012. The nominal expiry date of the Agreement is 31 March 2016.



COMMISSIONER

Printed by authority of the Commonwealth Government Printer

<Price code O, AE895073 PR525770>

ANNEXURE A



Victorian Hospitals' Industrial Association

312 Kings Way South Melbourne VIC 3205 ABN 77 538 927 547  
Switchboard 03 9861 4000 Employment Advice 1800 729 329 WorkCover Hotline 1800 466 637  
Fax 03 9867 8540 Email [vhia@vhia.com.au](mailto:vhia@vhia.com.au) [www.vhia.com.au](http://www.vhia.com.au)

**UNDERTAKING – CEREMONIAL LEAVE- Nurses and Midwives (Victorian Public Health Sector) (Single Interest Employers) Enterprise Agreement 2012-2016**

I, **Alec Djoneff** of 312 Kings Way South Melbourne in the State of Victoria, Chief Executive Officer, say as follows:

1. I am the Chief Executive Officer of the Victorian Hospitals' Industrial Association (**VHIA**).
2. The VHIA is the bargaining representative of each of the employers listed in Schedule 1 (**Employers**) to the *Nurses and Midwives (Victorian Public Health Sector) (Single Interest Employers) Enterprise Agreement 2012-2016* (**Agreement**).
3. The VHIA is authorised to give the following undertaking on behalf of each of the Employers, and gives this undertaking on behalf of each of the Employers pursuant to subsection 190(3) of the *Fair Work Act 2009*:

The following provision will be applied by the Employers, as if it were part of the Agreement:

**"Ceremonial leave**

*An Employee who is legitimately required by Aboriginal tradition to be absent from work for Aboriginal ceremonial purposes will be entitled to up to ten working days unpaid leave in any one year, with the approval of the Employer."*

**Alec Djoneff**  
**Chief Executive Officer**  
27 June 2012

**NURSES AND MIDWIVES  
(VICTORIAN PUBLIC  
HEALTH SECTOR)  
(SINGLE INTEREST  
EMPLOYERS)  
ENTERPRISE  
AGREEMENT 2012-2016**

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

# PART A – PRELIMINARY

## 1 Title

This Agreement shall be known as the Nurses and Midwives (Victorian Public Sector) (Single Interest Employers) Enterprise Agreement 2012-2016.

## 2 Contents

<b>Clause</b>	<b>Page</b>
Accident Pay.....	34
Advertisement of Position.....	81
Allowances.....	83, 88
Annual Leave.....	15
Anti-Discrimination.....	9
Appointment and Fixed Term Employment.....	48
Arrangement.....	4
Blood Donors Leave.....	20
Casual Employment - Caring responsibilities .....	24
Certificate of Service .....	138
Change of Roster .....	43
Classification in Grades – Registered Nurses and Midwives .....	59
CLASSIFICATIONS AND SALARY INCREASES .....	98
CLINICAL NURSE SPECIALIST CRITERIA.....	129
Compassionate Leave.....	23
Contents .....	2
Copy of Agreement.....	9
Coverage .....	8
Date and Period of Operation.....	9
Daylight Saving.....	14
Disputes Settling Procedures .....	9
Enrolled Nurses – Classification .....	49
Fellowships.....	83
Higher Duties.....	80
Hours of Work.....	81
Incidence and Application .....	8
INDICATIVE POSITION DESCRIPTION FOR SUPERVISOR GRADE 5.....	130
Jury Service.....	47
Leave to Attend Trade Union Courses, Seminars .....	19

Leave to Engage in Emergency Relief Activities .....	20
LETTER OF APPOINTMENT .....	128
LIST OF EMPLOYERS .....	93
Long Service Leave.....	25
Modes of Employment.....	78
No Extra Claims.....	13
No Lift Co-ordinator .....	86
Notice Period .....	47
NURSE/PATIENT RATIOS AND MIDWIFE/PATIENT RATIOS.....	113
OCCUPATIONAL HEALTH AND SAFETY .....	132
Oncall/Recall .....	75
Organisational Change.....	46
Other Allowances .....	77
Overtime .....	73
Parental Leave .....	29
Payment of Salaries .....	80
Payslips .....	47
Personal Leave.....	20
Professional Development & Associated Entitlements .....	41
Public Holidays .....	38
Registered Nurses and Midwives – Definitions.....	53
Reserved matters .....	91
Resources and Facilities .....	45
Rest Intervals.....	83
Rosters .....	42
Salary and Allowances .....	48
Salary Packaging.....	44
Special Rates for Saturdays and Sundays .....	44
Specific Shift Length provisions .....	82
Staffing – General.....	64
Staffing - Grade 3 and Above.....	72
Superannuation .....	44
Title .....	2
Trainee.....	86
Training.....	89
Workload Management/Ratios and Rosters .....	69

### 3 Arrangement

Clause	Page
<b>PART A – PRELIMINARY .....</b>	<b>2</b>
1 Title .....	2
2 Contents .....	2
3 Arrangement.....	4
4 Definitions .....	6
5 Coverage .....	8
6 Incidence and Application .....	8
7 Date and Period of Operation .....	9
8 Clause 8 intentionally left blank.....	9
9 Anti-Discrimination .....	9
10 Copy of Agreement .....	9
11 Disputes Settling Procedures .....	9
12 No Extra Claims.....	13
<b>PART B - CONDITIONS .....</b>	<b>14</b>
13 Daylight Saving .....	14
14 Annual Leave.....	15
15 Leave to Attend Trade Union Courses, Seminars .....	19
16 Blood Donors Leave .....	20
17 Leave to Engage in Emergency Relief Activities.....	20
18 Personal Leave .....	20
19 Compassionate Leave .....	23
20 Casual Employment - Caring responsibilities .....	24
21 Long Service Leave .....	25
22 Parental Leave .....	29
23 Accident Pay.....	34
24 Public Holidays.....	38
25 Professional Development & Associated Entitlements .....	41
26 Rosters .....	42
27 Change of Roster.....	43
28 Special Rates for Saturdays and Sundays .....	44
29 Superannuation .....	44
30 Salary Packaging.....	44
31 Resources and Facilities .....	45
32 Organisational Change .....	46

33	<i>Jury Service</i> .....	47
34	<i>Payslips</i> .....	47
35	<i>Notice Period</i> .....	47
<b>PART C – CLASSIFICATIONS, STAFFING AND ALLOWANCES</b> .....		<b>48</b>
36	<i>Salary and Allowances</i> .....	48
37	<i>Appointment and Fixed Term Employment</i> .....	48
38	<i>Enrolled Nurses – Classification</i> .....	49
39	<i>Registered Nurses and Midwives – Definitions</i> .....	53
40	<i>Classification in Grades – Registered Nurses and Midwives</i> .....	59
41	<i>Staffing – General</i> .....	64
42	<i>Workload Management/Ratios and Rosters</i> .....	69
43	<i>Staffing - Grade 3 and Above</i> .....	72
44	<i>Overtime</i> .....	73
45	<i>Oncall/Recall</i> .....	75
46	<i>Other Allowances</i> .....	77
47	<i>Modes of Employment</i> .....	78
48	<i>Payment of Salaries</i> .....	80
49	<i>Higher Duties</i> .....	80
50	<i>Advertisement of Position</i> .....	81
51	<i>Hours of Work</i> .....	81
52	<i>Specific Shift Length provisions</i> .....	82
53	<i>Rest Intervals</i> .....	83
54	<i>Fellowships</i> .....	83
55	<i>Allowances</i> .....	83
<b>PART D – ENROLLED NURSES</b> .....		<b>86</b>
56	<i>No Lift Co-ordinator</i> .....	86
57	<i>Trainee</i> .....	86
58	<i>Allowances</i> .....	88
59	<i>Training</i> .....	89
60	<i>Reserved matters</i> .....	91
<b>SCHEDULE A - LIST OF EMPLOYERS</b> .....		<b>93</b>
<b>SCHEDULE B - CLASSIFICATIONS AND SALARY INCREASES</b> .....		<b>98</b>
<b>SCHEDULE C - NURSE/PATIENT RATIOS AND MIDWIFE/PATIENT RATIOS</b> .....		<b>113</b>
<b>APPENDIX 1 - LETTER OF APPOINTMENT</b> .....		<b>128</b>
<b>APPENDIX 2 - CLINICAL NURSE SPECIALIST CRITERIA</b> .....		<b>129</b>



APPENDIX 3 - INDICATIVE POSITION DESCRIPTION FOR SUPERVISOR GRADE 5 .....	130
APPENDIX 4 - OCCUPATIONAL HEALTH AND SAFETY.....	132
APPENDIX 5 – Certificate of Service .....	138

## 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 (with respect to all employees) or of the Health Services Union (with respect to Enrolled Nurses only).
- (b) **Act** means the *Fair Work Act 2009* (Cth), unless the context otherwise requires.
- (c) **allowance rate in relation to a Enrolled Nurse** means the weekly ordinary full-time wage of an Enrolled Nurse EN 1.1 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 section C of Schedule B to this Agreement.
- (d) **Base Rate** means the weekly ordinary full-time wage of a Registered Nurse Grade 2, 3<sup>rd</sup> Year of Experience, calculated by reference to the rates of pay set out in Schedule B of this Agreement.

For convenience, relevant allowances calculated by applying the Base Rate are set out in section C of Schedule B to this Agreement.

- (e) **Tribunal** means Fair Work Australia or any successor body.
- (f) **CWMA** means the workload management arrangement in place as at 31 March 2012, including the EFT allocated pursuant to the 2007 Agreement, stated in the VHIA correspondence to health services dated 1 August 2008, except where varied by the amended/revised ratios in Schedule C, and as may be varied in accordance with clause 42.
- (g) **Early Parenting Centre** (formerly known as babies homes) means Tweddle Child and Family Health Services, The Queen Elizabeth Centre and the O'Connell Family Centre.
- (h) **EFT** means equivalent full time Employee.
- (i) **Employee** means a Registered Nurse, Midwife or Enrolled Nurse, employed by an Employer bound by this Agreement.
- (j) **Employer** means any of the health sector agencies listed in Schedule A.
- (k) **Enrolled Nurse** means a person registered in Division 2 Enrolled Nurses of the Register of Nurses of the Nursing and Midwifery Board of Australia established by the *Health Practitioner Regulation National Law Act 2009* and includes a person:
  - (i) registered in Division 2 Enrolled Nurses of the Register of Nurses of the Nursing and Midwifery Board of Australia established by the *Health Practitioner Regulation National Law Act 2009* with a standard condition "may practise only in the area of mothercraft nursing"; or
  - (ii) with an equivalent qualification and role as described in paragraph (k)(i);

but excludes a person employed solely or predominantly in the provision of public mental health services.

- (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 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) **Major Hospital** - shall mean: the following public hospitals: The Amalgamated Melbourne and Essendon Hospitals, The Alfred Hospital, St Vincent's Hospital, Austin Hospital, Royal Children's Hospital, Royal Women's Hospital, Monash Medical Centre Clayton, Peter McCallum Cancer Institute, Mercy Hospital for Women, Royal Victorian Eye and Ear Hospital, Sunshine Medical Centre, The Northern Hospital and Box Hill Hospital
- (q) **NES** means the National Employment Standards as contained in sections 59 to 131 of the *Fair Work Act 2009 (Cth)*;
- (r) **nurse** means a Registered Nurse, Midwife or Enrolled Nurse, .
- (s) **nurse/patient ratios** means the nurse/patient ratios set out in **Schedule C** of this Agreement.
- (t) **Nurse Unit Manager/ Associate Nurse Unit Manager** - An Employer may title a Registered Nurse 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, to be interpreted as a reference to Charge Nurse and Associate Charge Nurse respectively
- (u) **Nursing and Midwifery Board of Australia** (or **NMBA**) includes its predecessor bodies;
- (v) **part of a shift** in clause 24 means that period on a public holiday from: (i) midnight to completion of shift; or (ii) commencement of shift to midnight.
- (w) **Public Sector** shall refer to employment under this Agreement in respect of an Employer identified in Schedule A of this Agreement.
- (x) **Registered Nurse** means a person registered in Division 1 on the Register of Nurses or a person registered as a Midwife on the Register of Midwives of the Nursing and Midwifery Board of Australia established under the *Health Practitioners Regulation National Law Act 2009* but does not include a Registered Nurse who is employed solely or predominantly in the provision of public mental health services.

- (y) **short shift** means a shift of six hours duration in addition to a 30 minute meal break.
  - (z) **Shiftworker** is an Employee who is required to work and who works ordinary hours on week days and on weekends throughout the qualifying twelve months period of service.
  - (aa) **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.
  - (bb) **Union** means the Australian Nursing Federation (**ANF**) for all employees or the Health Services Union (with respect to Enrolled Nurses only) (**HSU**). When used in the plural, Unions means the ANF and the HSU (with respect to Enrolled Nurses only).
  - (cc) **The 2007 Agreement** means the *Nurses (Victorian Public Sector) Multiple Employer Agreement 2004 – 2007*, as varied and extended.
- 4.2** 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.
- 4.3** Where an Act of Parliament or Regulation referred to in this Agreement is or has been replaced by another Act of Parliament or Regulation, the reference to such an Act or Regulation shall be taken to refer to the successor Act or Regulation.
- 4.4** Where this Agreement refers to a condition of employment provided for in the NES, the relevant definitions in the *Fair Work Act 2009* apply.

## 5 Coverage

5.1 This Agreement covers:

- (a) the Employers as defined in clause 4;
- (b) all Employees as defined in clause 4; and
- (c) if they are named by Fair Work Australia as parties covered by the Agreement, each of the Unions as bargaining representatives for this Agreement.

## 6 Incidence and Application

- 6.1** Parts A, B and C of this Agreement shall apply to the work and employment of all Employees, except those provisions that are expressly directed to particular classes of Employees only.
- 6.2** The Schedules and Appendices attached to this Agreement form part of this Agreement.
- 6.3** This Agreement is not intended to exclude any part of the NES or to provide any entitlement which is detrimental to an Employee's entitlement under the NES. For the avoidance of doubt, the NES prevails to the extent that any aspect of this Agreement would otherwise be detrimental to an Employee.

## **7 Date and Period of Operation**

- 7.1 This Agreement shall operate seven days from the date upon which it is approved by Fair Work Australia.
- 7.2 The Nominal Expiry Date of this Agreement is 31 March 2016. The Agreement will continue in force after the expiry date until replaced by a further enterprise agreement.

## **8 Clause 8 intentionally left blank**

## **9 Anti-Discrimination**

- 9.1 It is the intention of the Employers to achieve the principal object in s.3(e) of the Act through respecting and valuing the diversity of the work force *by helping to prevent and eliminate discrimination* on the basis of race, colour, sex, sexual preference, age, physical or mental disability, marital status, family responsibilities, pregnancy, religion, political opinion, national extraction or social origin.
- 9.2 Accordingly, in fulfilling their obligations under the Disputes Settling Procedures, the Employers must make every reasonable endeavour to ensure that neither the Agreement provisions nor their operation are directly or indirectly discriminatory in their effects.
- 9.3 Nothing in this clause is taken to affect:
- (a) Any different treatment (or treatment having different effects) which is specifically exempted under the Commonwealth anti-discrimination legislation;
  - (b) An Employee, Employer or registered organisation, pursuing matters of discrimination in any State or Federal jurisdiction, including any application to the Australian Human Rights Commission;
  - (c) The exemptions in s.351(2) of the Act.

## **10 Copy of Agreement**

Each Employer must make readily available to all Employees a copy of this Agreement and the National Employment Standards.

## **11 Disputes Settling Procedures**

- 11.1 Resolution of disputes and grievances**
- (a) This clause applies to any dispute or grievance about a matter arising under this Agreement or the NES, except:
    - (i) a dispute about termination of employment;
    - (ii) a matter or matters arising in the course of bargaining in relation to a proposed enterprise agreement;
    - (iii) a dispute about workload management, except as provided in clause 42 of this Agreement; or
    - (iv) as otherwise provided for in this Agreement.

- (b) A person bound by this Agreement may choose to be represented at any stage by a representative, including a union representative or employer organisation.

### **11.2 Obligations**

- (a) The parties to the dispute or grievance, and their representatives, must genuinely attempt to resolve the dispute or grievance through the processes set out in this clause and must cooperate to ensure that these processes are carried out expeditiously.
- (b) Whilst a dispute or grievance is being dealt with in accordance with this clause, work must continue in accordance with usual practice, provided that this does not apply to an Employee who has a reasonable concern about an imminent risk to his or her health or safety, has advised the Employer of this concern and has not unreasonably failed to comply with a direction by the Employer to perform other available work that is safe and appropriate for the Employee to perform.
- (c) No person bound by the Agreement will be prejudiced as to the final settlement of the dispute or grievance by the continuance of work in accordance with this clause.

### **11.3 Agreement and dispute settlement facilitation**

For the purposes of compliance with this Agreement (including compliance with this dispute settlement procedure) where the chosen Employee representative is another Employee of the Employer, he/she must be released by his/her Employer from normal duties for such periods of time as may be reasonably necessary to enable her/him to represent Employees concerning matters pertaining to the employment relationship including but not limited to:

- (a) Investigating the circumstances of a dispute or an alleged breach of this Agreement;
- (b) Endeavouring to resolve a dispute arising out of the operation of the agreement; or
- (c) Participating in conciliation, arbitration or any other agreed alternative dispute resolution process.
- (d) The release from normal duties referred to in this clause is subject to the proviso that it does not unduly affect the operations of the Employer.

### **11.4 Discussion of grievance or dispute**

- (a) The dispute or grievance must first be discussed by the aggrieved Employee(s) with the immediate supervisor of the Employee(s).
- (b) If the matter is not settled, the Employee(s) can require that the matter be discussed with another representative of the Employer appointed for the purposes of this procedure.

### **11.5 Internal process**

- (a) If any party to the dispute or grievance who is bound by the agreement refers the dispute or grievance to an established internal dispute or grievance resolution process, the matter must first be dealt with in accordance with that process.
- (b) If the dispute or grievance is not settled through an internal dispute or grievance resolution process, the matter can be dealt with in accordance with the processes set out below.

- (c) If the matter is not settled, the Employer, Employee or the Employee's chosen representative (which may include an officer or Employee of the Union) may apply to the Tribunal to have the dispute or grievance dealt with by conciliation.

#### **11.6 Disputes of a Collective Character**

- (a) The parties bound by the agreement acknowledge that disputes of a collective character concerning more than one Employee may be dealt with more expeditiously by an early reference to the Tribunal.
- (b) No dispute of a collective character may be referred to the Tribunal directly unless there has been a genuine attempt to resolve the dispute at the workplace level prior to it being referred to the Tribunal.

#### **11.7 Conciliation**

- (a) Where a dispute or grievance is referred for conciliation, a member of the Tribunal shall do everything that appears to the member to be right and proper to assist the parties to the dispute to agree on terms for the settlement of the dispute or grievance.
- (b) This may include arranging:
  - (i) conferences of the parties to the dispute and/or their representatives presided over by the member; and
  - (ii) for the parties to the dispute and/or their representatives to confer among themselves at conferences at which the member is not present.
- (c) Conciliation before the Tribunal shall be regarded as completed when:
  - (i) the parties to the dispute have reached agreement on the settlement of the grievance or dispute; or
  - (ii) the member of the Tribunal conducting the conciliation has, either of their own motion or after an application by either party, satisfied themselves that there is no likelihood that within a reasonable period, further conciliation will result in a settlement; or
  - (iii) the parties to the dispute have informed the Tribunal member that there is no likelihood of agreement on the settlement of the grievance or dispute and the member does not have substantial reason to refuse to regard the conciliation proceedings as completed.

#### **11.8 Arbitration**

- (a) If the dispute or grievance has not been settled when conciliation has been completed, either party may request that the Tribunal proceed to determine the dispute or grievance by arbitration.
- (b) Where a member of the Tribunal has exercised conciliation powers in relation to the dispute or grievance, the member shall not exercise, or take part in the exercise of, arbitration powers in relation to the dispute or grievance if a party objects to the member doing so.
- (c) Subject to paragraph (d) below, the determination of the Tribunal is binding upon the persons bound by this Agreement.
- (d) An appeal lies to a Full Bench of the Tribunal, with the leave of the Full Bench, against a determination of a single member of the Tribunal made pursuant to this clause.

#### **11.9 General powers and procedures of the Tribunal**

- (a) Subject to any agreement between the parties to the dispute in relation to a particular dispute or grievance and the provisions of this clause, in dealing with a dispute or grievance through conciliation or arbitration, the Tribunal may:
  - (i) determine matters of procedure as if sections 577, 578 and 589 of the Act applied to the proceedings; and,
  - (ii) exercise the powers set out in section 590 of the Act , to the extent relevant, as if section 590 applied to the proceedings; and,
  - (iii) in the course of dealing with a matter by arbitration make an interim recommendation at any stage in the process prior to the final determination of the dispute by arbitration.

**11.10 Publication and privacy obligations during disputes**

- (a) The parties to any dispute about the Agreement or the NES, subject to the preservation of any duties of confidence, commercial or otherwise and to any requirements for in-camera hearings due to security or other concerns, consent to and empower the Tribunal at its discretion to publicly disclose any recommendation or decision it has reached in order to resolve in whole or in part any dispute under this Agreement.

**11.11 Discipline**

- (a) Where an employer has concerns about the conduct of an employee, or a performance issue that may constitute misconduct, the following procedure is to apply.
- (b) **Investigative procedure**
  - (i) The employer will advise the employee of the concerns in question and any allegation in writing and conduct a fair investigation having proper regard to procedural fairness and the factors set out below.
- (c) **Important procedural factors at this point in time include:**
  - (i) The employer must take all reasonable steps to give the employee a reasonable opportunity to answer any concerns or allegations.
  - (ii) The reason for any interview is to be explained.
  - (iii) The employee is to be provided with any material which forms the basis of the concerns and any allegation against him or her and given a reasonable time to respond.
  - (iv) If the employee raises an issue in his or her response to the employers concerns or allegations, that warrants further investigation, the Employer shall take reasonable steps to investigate the matter.
  - (v) A reasonable opportunity is to be provided for a support person or representative of the Employee's choice to attend all interviews or meetings conducted by the employer with the employee..
- (d) **Disciplinary procedure**
  - (i) If following the investigation, the employer reasonably considers that the employee's conduct may warrant disciplinary steps being taken, the employer will notify the employee in writing of the basis of its view and any allegation and meet with the employee.
- (e) **In considering whether the employee should be disciplined the employer will consider:**

- (i) whether there is a valid reason related to the conduct of the employee arising from the investigation justifying the disciplinary process;
- (ii) whether the employee knew or ought to have known that the conduct was below acceptable standards; and
- (iii) any explanation by the employee relating to conduct

(f) **Possible outcomes**

Where it is determined that after following the procedures in this clause that disciplinary action is warranted, the employer may take any of the following steps depending on the seriousness of the conduct:

- (i) counsel the employee, with the counselling recorded on the employee's personnel file;
- (ii) give the employee a first warning, which will be verbal and a record of the warning recorded on the personnel file;
- (iii) give the Employee a second written warning in the event that the Employee has previously been given a first warning within the previous 12 months for that course of conduct ;
- (iv) give the Employee a final written warning in the event that the Employee has previously been given a second written warning within the preceding 18 month period for that course of conduct;
- (v) Terminate the Employee on notice in the case of an employee who repeats a course of conduct for which a final warning was given in the preceding 18 months; or
- (vi) Terminate the Employee without notice where the conduct is serious misconduct (as defined for the purposes of the Fair Work Act) that is wilful and deliberate.
- (vii) In case of misconduct warranting termination, either summarily or on notice, the Employer may issue the Employee with a final warning without following the steps in (i) to ((vi) above.
- (viii) The employer's decision and a summary of its reasons will be notified to the employee in writing.
- (ix) If after any warning, a period of 12 or 18 months elapses (as relevant) without any further warning being required, all adverse reports relating to the warning must be removed from the Employee's personnel file.
- (x) A dispute over the clause is to be dealt with in accordance with the Dispute Settling procedure of this Agreement.

## 12 No Extra Claims

12.1 The Unions, the Employers and the Employees 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 Union 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) Except as otherwise indicated herein 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.
- 12.2** 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 clause 12.1(c) to inhibit, limit or restrict an Employer's right or ability to introduce change at the workplace.
- 12.3** The Employers agree to commence discussions with the Unions no later than six months prior to the nominal expiry date of this Agreement. Provided that any claim made by a person covered by this Agreement during this period is not supported by industrial action, clause 12.1(c) does not prevent a person covered by this Agreement 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.

## **PART B - CONDITIONS**

### **13 Daylight Saving**

- 13.1** Despite the overtime provisions of this Agreement, 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 work 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 in 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.

- 13.2** For the purpose of calculating accrued days off, 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.

## 14 Annual Leave

### 14.1 Full Time Employees

- (a) All Employees shall be granted 190 hours of annual leave with ordinary pay on completion of 12 months service with their Employer.
- (b) A full-time Employee 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 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.

### 14.2 Accrued days off and annual leave

Where the system of working provides for the taking of accrued days off, the maximum number of accrued days off shall be thirteen in any calendar year. One day of a year's annual leave period shall be regarded as an accrued day off for which no additional payment is to be made.

### 14.3 Public holidays occurring during annual leave

Where any public holiday for which an Employee is entitled to payment under any Act, this Agreement or their contract of employment occurs during any period of annual leave taken by an Employee under this Agreement, the Employee is taken not be on annual leave on that day.

### 14.4 Effect of termination on annual leave

Where the employment of an Employee who has become entitled to annual leave under this Agreement is terminated, the Employer shall be deemed to have given all accrued leave (except so much, if any, as has already been taken) to the Employee as from the date of the termination of the employment, and shall forthwith pay to the Employee, in addition to all other amounts due to the Employee, the Employee's ordinary pay for the period of such leave and any other amounts owing under the NES. Nothing in this subclause affects the obligation of an Employer to give, or an Employee to take, annual leave in accordance with this Agreement.

- (a) Where the employment of an Employee is terminated within 12 months since an entitlement to annual leave last accrued to that Employee (or before an entitlement falls due in the first twelve month period of employment), the Employer shall forthwith pay to the Employee, in addition to all other amounts due to her/him, the Employee's ordinary pay for the period of such leave. The annual leave loading prescribed in paragraph 14.6(b) shall apply to pro rata payment of leave on termination of employment.
- (b) Where annual leave has been taken in advance pursuant to this Agreement and:
  - (i) the employment of the Employee is terminated before she/he has completed the year of employment in respect of which such annual leave or part was taken; and
  - (ii) the sum paid by the Employer to the Employee as ordinary pay for the annual leave period or part so taken in advance exceeds the sum which the Employer is required to pay to the Employee under paragraph (b);
  - (iii) the Employer shall not be liable to make any payment to the Employee under paragraph (a) and shall be entitled to deduct the amount of such

excess from any remuneration payable to the Employee upon termination of employment.

#### 14.5 Taking of leave

##### (a) Accrual and taking of leave

- (i) Two weeks' notice of the date from which an Employee shall commence his or her annual leave shall be given unless otherwise mutually agreed upon between the parties concerned.
- (ii) An Employee may elect, with the consent of the Employer, to accrue and carry forward any amount of annual leave for a maximum of two years from the date of entitlement.
- (iii) An Employee is entitled to apply to take annual leave at anytime and the Employer shall not unreasonably refuse such an application.
- (iv) Where the Employee has leave that has accrued for 12 months after the date upon which the right to such leave has accrued, the Employer may direct the Employee to take some or all of that accrued annual leave.

##### (b) Taking of single days

- (i) On application by the Employee and by agreement with the Employer a maximum of ten days annual leave may be taken as single days in each year of employment. These ten days may be taken consecutively. Annual leave so taken shall be exempt from the payment in advance requirements below and shall be paid in the next pay period.

#### 14.6 Payment for leave

- (a) Employees shall receive their ordinary pay during all periods of annual leave and, before going on leave, shall be paid in advance for the period of such leave.
  - (i) **Ordinary pay** means remuneration for the Employee's normal weekly number of hours of work calculated at the ordinary time rate of pay.
- (b) In addition to the ordinary pay, as defined immediately above, all Employees shall receive either:
  - (i)
    - (A) a loading of 17.5% calculated on the relevant rate of salary prescribed in Schedule B;
    - (B) provided that such loading shall be on a maximum of 152 hours in respect of any year of employment; provided further than an Employee whose weekly salary is or exceeds the weekly rate provided for in this Agreement for a Registered Nurse, Grade 5, 51-200 beds (**Threshold Rate**) shall receive, in lieu of the 17.5% loading, an amount equal to: Threshold Rate x 17.5 x 4 (weeks), in respect of a period of 152 hours or a proportionate amount in respect of a lesser period or periods;or
  - (ii) in respect of each week of leave granted an amount comprising the following:
    - (A) all payments for ordinary hours of work;
    - (B) shift work premiums according to roster or projected roster;
    - (C) Saturday, Sunday premiums according to roster or projected roster;

(D) qualification allowances;

(E) uniform allowances;

whichever is the higher.

#### **14.7 Sick Whilst on Annual Leave**

- (a) Where an Employee becomes sick whilst on annual leave for days on which she/he would otherwise have worked, and immediately forwards to the Employer a certificate of a legally qualified medical practitioner, then the number of days specified in the certificate shall be deducted from any sick leave entitlement standing to the Employee's credit, and shall be re-credited to her/his annual leave entitlement.
- (b) The amount of annual leave loading received for any period of annual leave converted into sick leave in accordance with the above shall be deducted from any future entitlement to annual leave loading or if the Employee resigns, from termination pay.

#### **14.8 Part Time Employees**

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

#### **14.9 Purchased Leave**

- (a) Purchased Leave enables Employees, by mutual agreement with their Employer, to access up to 20 working days unpaid additional leave in a twelve month period, with salary deductions for the nominated period(s) averaged over the whole year rather than at the time the leave is taken.
- (b) Purchased Leave may be taken in conjunction with other types of leave. Purchased Leave may not be used to break a period of Long Service Leave.
- (c) Purchased Leave must be used in the twelve month period in which it is purchased.
- (d) Purchased Leave and associated salary deductions will be based on the Employee's average daily hours (7 hours 36 minutes for full time Employees) and the Employee's substantive salary at the appropriate classification at the relevant increment point contained in Schedule B.
- (e) The Employer may grant Purchased Leave, subject to operational requirements. Once approval has been granted, the arrangement may only be varied or cancelled in extraordinary circumstances.
- (f) Where the arrangement, because of extraordinary circumstances, has been varied or cancelled and requires a refund of salary deductions, the refund will be made as a lump sum no later than two pay periods following notification of the variation or cancellation.
- (g) Where the Employee's employment terminates, deductions made for Purchased Leave not yet taken will be repaid.
- (h) Where the Employee's employment terminates and there are outstanding deductions for Purchased Leave, the Employee may elect to have the amount treated as overpayment of salary or offset against annual leave credits.

#### **14.10 Cashing out of annual leave**

- (a) The NES provides the option for Employees to cash out annual leave in accordance with the provisions of this clause 14.10 and clause 14.11.

*Terms about cashing out paid annual leave*

- (b) An Employee wishing to convert a period of annual leave to salary must make a request in writing to the Employer. Where the Employer agrees to that request, an agreement between the Employee and the Employer will be entered into.
- (c) No more than 2 weeks annual leave may be converted to salary in any 12 month period,
- (d) The terms of that agreement must require that:
  - (i) paid annual leave must not be cashed out if the cashing out would result in the Employee's remaining accrued entitlement to paid leave being less than six weeks; and
  - (ii) each cashing out of a particular amount of paid annual leave must be by a separate agreement in writing between the Employer and the Employee; and
  - (iii) the Employee must be paid at least the full amount that would have been payable to the Employee (and annual leave loading as applicable) had the Employee taken the leave that the Employee had forgone; and
- (e) Superannuation contributions will be paid by the Employer in respect of any period of annual leave paid out in accordance with this clause.
- (f) Payments made in accordance with this clause extinguish an Employee's right to access annual leave or receive further payment for the period of annual leave paid out.
- (g) The request is made voluntarily by the Employee and is in response to a domestic or other pressing necessity.

**14.11 Part-time Employees – cashing out of annual leave where contracted EFT fraction has reduced**

- (a) A part-time Employee with an excess annual leave accrual arising as a result of a reduction in EFT fraction, may elect in accordance with this clause, to be paid for leave taken at the previous EFT fraction.
- (b) A part-time Employee's entitlement to utilise this clause is subject to the following conditions:
  - (i) the Employee must have sufficient annual leave accrued so that, at the end of the annual leave period, and after deducting the annual leave that is cashed out, the Employee will retain at least six weeks' accrued annual leave (at the new EFT fraction);
  - (ii) the Employee elects in writing to utilise this clause, and the Employer agrees to allow the Employee to do so;
  - (iii) subject to meeting the other requirements of this clause, the Employee may cash out so much of their accrued annual leave, at the same time as taking annual leave, as would see the Employee receive (for the relevant period) the same rate of pay as the Employee would have received for the period of annual leave had they been at their previous EFT fraction (including annual leave loading); and
- (c) The cashing out of annual leave must comply with the requirements of clause 14.10 of this Agreement.

### Example

A part-time employee recently reduced their contracted EFT from 32 hours per week to 16 hours per week. The Employee wishes to take two weeks annual leave. The Employee's payment for annual leave taken would be 32 hours' pay (16 hours per week multiplied by 2), plus annual leave loading.

The Employee has 160 hours of accrued annual leave (ie 5 weeks leave at their previous EFT, or 10 weeks' leave at their new EFT.), before taking or cashing out any annual leave.

Subject to the Employee complying with this clause, the Employee may elect to cash out an additional 32 hours annual leave (plus annual leave loading), at the same time as taking annual leave, so that the total paid to the Employee during the period of leave is:

- 32 hours' pay (16 hours per week multiplied by 2), plus annual leave loading, for annual leave taken; plus
- 32 hours' pay, plus annual leave loading, for annual leave cashed out.

At the end of the annual leave period, the Employee retains 6 weeks' annual leave, at the Employee's part time hours. That is, the Employee will have:

- 160 hours accrued prior to the leave period, minus 32 hours taken, minus 32 hours cashed out = 96 hours (16 hours multiplied by 6 weeks) accrued annual leave at the end of the leave period.

## 15 Leave to Attend Trade Union Courses, Seminars

**15.1** A Union representative, or other Employee selected by the Union, shall be entitled to, and the Employer shall grant, up to five days' leave with pay each calendar year, non-cumulative, to attend courses conducted by an accredited training provider and, approved by the Union on the following conditions:

- (a) the scope, content and level of the courses are directed to the enhancement of the operation of the Disputes Settling Procedures;
- (b) that two weeks period of notice is provided to the Employer;
- (c) the taking of leave is arranged having regard to the operational requirements of the Employer;
- (d) the Union representative, or other Union nominee, taking such leave shall be paid "full pay";

where **Full pay** is the rate of pay for normal rostered hours (set out in Schedule B) plus experience/service payments plus allowances which are deemed pursuant to this Agreement to be part of pay for all purposes, but excluding shift work, overtime and other allowances

- (e) leave of absence granted pursuant to this clause shall count as service for all purposes of this Agreement.

**15.2** Notwithstanding the above, leave of absence in accordance with this clause in excess of five days and up to ten days may be granted in that year and in the subsequent year not exceeding ten days.

- 15.3 Leave of absence in accordance with this clause may include any necessary travelling time in normal hours immediately before or after the course.

## 16 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.

## 17 Leave to Engage in Emergency Relief Activities

- 17.1 Each Employer will develop a policy that facilitates an Employee who is a member of a voluntary emergency relief organisation including, but not limited to, the Country Fire Authority, Red Cross, State Emergency Service and St John Ambulance to be released from normal duty without loss of pay:

- where a local emergency situation arises that requires the attendance of the Employee;
- to attain required qualifications or to requalify to perform activities in an emergency relief organisation.

Provided that such leave can be facilitated without unreasonably affecting the operations of the Employer.

## 18 Personal Leave

The provisions of this clause apply to full-time and regular part-time Employees (on a pro rata basis) but do not apply to casual Employees. The entitlements of casual Employees are set out in clause 20:

### 18.1 Definitions

- (a) The terms **immediate family or household member** means
- (i) a spouse, de facto partner, child, parent, grandparent, grandchild or sibling of the employee; or
  - (ii) a child, parent, grandparent, grandchild or sibling of a spouse or de facto partner of the employee;
  - (iii) the terms above are further defined in s.12 of the Act and those further definitions apply.
- (b) The term **allowable period of absence** means:
- (i) five weeks in addition to the total period of paid annual, long service or personal leave which the Employee actually receives on termination or for which she/he is paid in lieu.

### 18.2 Access to paid personal leave

- (a) Paid personal leave is available to an Employee, when they are absent:
- (i) due to personal illness or injury; or
  - (ii) for the purposes of caring for or supporting an immediate family or household member who has a personal illness or injury and requires the Employee's care or support or who requires care or support due to an unexpected emergency.

- (b) The amount of personal leave to which a full-time Employee is entitled depends on how long they have worked for the Employer and accrues as provided below.:

**18.3 Amount of Paid Personal Leave**

- (a) An Employee is entitled to the following amount of paid personal leave:
- (i) up to 7 hours and 36 minutes for each month of service in the first year of service;
  - (ii) up to 106 hours and 24 minutes in each year in the second, third and fourth years of service;
  - (iii) up to 159 hours and 36 minutes in the fifth and following years of service.
- (b) In respect of part-time Employees, the entitlement shall be on a pro rata basis of time worked.

**18.4 Accrual of personal leave**

- (a) The balance of personal leave entitlements which have not been taken in any year, shall be cumulative from year to year
- (b) Where the one day absences referred to in clause 18.8(b) are not taken for a period of five years, an additional 38 hours sick leave shall be added to the Employee's accrued entitlement.

**18.5 Portability of Personal Leave**

- (a) Where an Employee is and has been in the service of an Institution:
- registered and subsidised under the *Hospitals and Charities Act 1958*, the *Health Services Act 1988*,
  - or of the Cancer Institute Board
  - or of the Victorian Bush Nursing Association (Incorporated)
  - or a Bush Nursing institution
  - or a Statutory Authority including the Nurses Board of Victoria
  - Fairfield Hospital Board
  - or the Royal District Nursing Service
  - of the Australian Red Cross Blood Service

transfers to an (or another) Employer,

The Employer shall credit accumulated Personal Leave to such an Employee up to a maximum of 180 working days in his or her new employment. The Employer may require an Employee to produce a written statement from his or her previous employing Institution specifying the amount of accumulated personal leave standing to the credit of such Employee at the time of leaving that previous employment.

- (b) Provided that in respect of any period of absence which is less than an Employee's "allowable period of absence" (as defined) between an engagement with one institution and another, continuity of service shall be deemed to be unbroken. Any period in excess of the allowable period of absence shall operate so as to exclude the Employee from any benefit under this clause 18.5.
- (c) Provided further that where any Employee for the sole purpose of undertaking a course of study related to nursing is with the written approval of the Employer absent without pay for up to but not exceeding 104 weeks, such absence shall not be deemed to have broken continuity of service but shall not be counted in



aggregating service for the purpose of establishing entitlement to personal leave portability.

(d) **Personal leave for personal injury or sickness**

An Employee is entitled to use the full amount of their personal leave entitlement including accrued personal leave for the purposes of personal illness or injury, subject to the conditions set out in this clause.

**18.6 Personal leave to care for an immediate family or household member**

- (a) An Employee is entitled to use personal leave, including accrued leave, for the purposes of caring for or supporting an immediate family or household member who has a personal illness or injury and requires the Employee's care or support or who requires care or support due to an unexpected emergency (carer's leave), subject to the conditions set out in this clause. Leave may be taken for part of a single day. Each day or part of a day of carer's leave taken in accordance herewith is to be deducted from the Employee's personal leave entitlement.
- (b) Where an Employee has exhausted all paid personal leave entitlements, they are entitled to take unpaid personal leave as carer's leave. The Employer and the Employee shall agree on the period. In the absence of agreement, the Employee is entitled to take up to two days (up to two full shifts where ordinary shifts exceed 8 hours) per occasion, provided the evidentiary requirements are met.
- (c) The entitlement to use personal leave is subject to the Employee meeting the requirements in clause 18.2(a)(ii) in relation to the care or support of the person concerned.
- (d) The Employee must, if required by the Employer, establish by production of a evidence that would satisfy a reasonable person, that the person has an illness or injury and that the illness or injury is such as to require care or support by another.
- (e) In normal circumstances an Employee must not take carer's leave under this clause where another person has taken leave to care for the same person.
- (f) The Employee must, where practicable, give the Employer:
- notice prior to the absence of the intention to take leave,
  - the name of the person requiring care or support and their relationship to the Employee,
  - the reasons for taking such leave and
  - the estimated length of absence.

If it is not practicable for the Employee to give prior notice of absence, the Employee must notify the Employer by telephone of such absence at the first opportunity on the day of absence.

**18.7 Personal Leave to Attend Appointment**

Where an Employee is absent from duty on account of a disability or required to attend a chiropractor/podiatrist, chiropractor, dentist, optometrist, osteopath, physiotherapist or psychologist, the Employee shall be granted out of personal leave entitlements leave of absence for a period not exceeding five working days in aggregate in any personal leave accrual year.

## **18.8 Evidence supporting claim**

- (a) In the event of an Employee becoming sick and:
  - (i) being certified as such by a registered medical practitioner or a registered health practitioner acceptable to the Employer; or
  - (ii) if required by the Employer, giving the Employer evidence that would satisfy a reasonable person that the leave is taken because the employee is not fit for work because of a personal illness or personal injury affecting the employee.
  - (iii) producing a Statutory Declaration signed by the Employee with respect to absences on three occasions in any one year such occasions not exceeding three consecutive working days,  
  
he or she shall be entitled to personal leave on full pay.
- (b) Provided that any Employee may be absent through personal illness or injury for one day without furnishing evidence of such personal illness or injury as provided above, on not more than three occasions in any one year of service. Provided further that an Employee shall not be entitled to this benefit should he/she fail to notify the Employer pursuant to health service policy as soon as reasonably practicable to allow the Employer to take necessary steps to backfill the absence. Employees must inform the Employer of their absence no less than 1.5 hours prior to the commencement of their rostered shift. This provision does not apply to an Employee who could not comply because of circumstances beyond the Employee's control.
- (c) Payment of personal leave shall not be withheld by an Employer until all reasonable steps have been taken to investigate the Employee's lack of advice regarding their absence from duty. Such an investigation must provide the Employee with an opportunity to give reasons as to why notification was not given.
- (d) The Employer shall provide and inform Employees of a procedure for notification by Employees of their inability to attend work due to illness or injury. All such notifications shall be registered, detailing the time of notification and the name of the Employee.
- (e) When taking leave to care for or support members of their immediate family or household who require care or support due to an unexpected emergency, the Employee must, if required by the Employer, establish by production of documentation acceptable to the Employer or a statutory declaration, the nature of the emergency and that such emergency resulted in the person concerned requiring care or support by the Employee.

## **18.9 Termination of Employment while on Personal Leave**

No Employer shall terminate the services of an Employee during the currency of any period of personal leave, with the object of avoiding obligations under this clause.

# **19 Compassionate Leave**

The provisions of this clause apply to full-time and part-time Employees but do not apply to casual Employees. The entitlements of casual Employees are set out in clause 20

- 19.1** An Employee is entitled to take compassionate leave for each occasion (a permissible occasion) when a member of the employee's immediate family, or a member of the employee's household (as defined in clause 18.1):

- (a) contracts or develops a personal illness that poses a serious threat to his or her life; or
- (b) sustains a personal injury that poses a serious threat to his or her life; or
- (c) dies.

**19.2** Taking compassionate leave

- (a) An employee may take compassionate leave for a particular permissible occasion if the leave is taken:
  - (i) to spend time with the member of the employee's immediate family or household who has contracted or developed the personal illness, or sustained the personal injury; or
  - (ii) after the death of the member of the employee's immediate family or household.

**19.3** An employee may take compassionate leave for a particular permissible occasion as:

- (a) a single continuous 2 day period; or
- (b) 2 separate periods of 1 day each; or
- (c) any separate periods to which the employee and his or her employer agree.

**19.4** If the permissible occasion is the contraction or development of a personal illness, or the sustaining of a personal injury, the employee may take the compassionate leave for that occasion at any time while the illness or injury persists.

**19.5** Provided that the amount of compassionate leave taken on each such occasion shall not exceed the number of hours worked by the Employee in two ordinary days work.

**19.6** Any day or part of a day of compassionate leave is not deducted from the Employee's personal leave entitlement.

**19.7** Proof of death or injury or illness that poses a serious threat to life must be provided to the satisfaction of the Employer, if requested.

**19.8** An Employee may take unpaid compassionate leave by agreement with the Employer.

## **20 Casual Employment - Caring responsibilities**

- (a) Subject to the production, on request, of evidence acceptable to the Employer, and compliance with the notice requirements set out above in respect of non-casual Employees in respect to carers' leave and compassionate leave casual Employees are entitled to not be available to attend work, or to leave work:
  - (i) if they need to provide care or support for members of their immediate family or household who have a personal illness or injury and require care or support, or who require care or support due to an unexpected emergency, or the birth of a child; or
  - (ii) where an immediate family or household member contracts or develops a personal illness that poses a serious threat to his or her life; or sustains a personal injury that poses a serious threat to his or her life; or dies.

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

## **21 Long Service Leave**

### **21.1 Entitlement**

- (a) An Employee shall be entitled to long service leave with pay, in respect of continuous service with one and the same Employer or service with Institutions or Statutory Bodies, in accordance with the provisions of this clause.
- (b) The amount of such entitlement shall be:
  - (i) On the completion by the Employee of fifteen years continuous service: six months long service leave and thereafter an additional two months long service leave on the completion of each additional five years service.
  - (ii) In addition, in the case of an Employee who has completed more than fifteen years service and whose employment terminates otherwise than by the death of the Employee, an amount of long service leave equal to one thirtieth of the period of her/his service since the last accrual of entitlement to long service leave under paragraph (b)(i).
  - (iii) In the case of an Employee who has completed at least ten years service, but less than fifteen years service and whose employment terminates for any cause other than serious and wilful misconduct, such amount of long service leave as equals one thirtieth of the period of service.

### **21.2 Double leave at half pay**

- (a) 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.
- (b) 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 taking long service leave as proposed.

### **21.3 Service entitling to leave**

- (a) Subject to this clause the service of an Employee with an Institution, or Statutory Body shall include service for which long service leave, or payment in lieu, has not been received, in one or more Institutions or Statutory Bodies directly associated with such Institutions or Institution for the periods required by clause 21.1.
- (b) Subject to this clause service shall also include all periods during which an Employee was serving in Her Majesty's Forces or was made available by the Employer for National Duty.

- (c) When calculating the aggregate of service entitling to leave any period of employment with any one of the said Institutions or Statutory Bodies of less than six months duration shall be disregarded.
- (d) Where a transmission of business occurs, an Employee who worked with the transmitter and who continues in the service of the transmittee shall be entitled to count her/his service with the transmitter as service with the transmittee for the purposes of this clause.
- (e) For the purposes of this clause service shall be deemed to be continuous notwithstanding:
  - (i) the taking of any annual leave, long service leave, or other paid leave approved in writing by the Employer and not covered by paragraph (e)(ii) or (v) .
  - (ii) any absence from work of not more than fourteen days in any year on account of illness or injury or if applicable such longer period as provided in clause 18 - Personal leave.
  - (iii) any interruption or ending of the employment by the Employer if such interruption or ending is made with the intention of avoiding obligations in respect of long service leave or annual leave;
  - (iv) any absence on account of injury arising out of or in the course of the employment of the Employee for a period during which payment is made under clause 23 - Accident pay
  - (v) any unpaid leave of absence of the Employee, including unpaid Parental Leave, where the absence is authorised in advance in writing by the Employer to be counted as service;
  - (vi) any interruption arising directly or indirectly from an industrial dispute;
  - (vii) any period of absence from employment between the engagement with one of the said Institutions or Statutory Bodies and another provided it is less than the Employee's allowable period of absence from employment. An Employee's allowable period of absence from employment shall be 13 weeks inclusive of any period of paid annual and/or sick leave which the Employee actually received on termination or for which was paid in lieu;
  - (viii) the dismissal of an Employee if the Employee is re-Employed within a period not exceeding two months from the date of such dismissal;
  - (ix) any absence from work of a female employee for a period not exceeding twelve months in respect of any pregnancy;
  - (x) any unpaid absence of not more than 24 months for the sole purpose of undertaking a course of study related to nursing where the written approval of the Employer is given;
  - (xi) any other absence of an Employee by leave of the Employer, or on account of injury arising out of or in the course of her/his employment not covered by paragraph (e) (iv).
- (f) In calculating the period of continuous service of any Employee, any interruption or absence of a kind mentioned in paragraphs (e)(i) to (e)(v) shall be counted as part of the period of her/his service, but any interruption or absence of a kind mentioned in paragraphs (e)(vi) to (e)(xi) shall not be counted as part of the period of service unless it is so authorised in writing by the Employer.

- (g) The onus of proving a sufficient aggregate of service to support a claim for any long service leave entitlement shall at all times rest upon the Employee concerned. A Certificate of Service in accordance with Appendix 5 shall constitute acceptable proof.
- (h) Every Employer shall keep or cause to be kept a long service leave record for each Employee, containing particulars of service, leave taken and payments made.

#### **21.4 Payment in lieu of long service leave on the death of an Employee**

Where an Employee who has completed at least ten years service dies while still in the employ of the Employer, the Employer shall pay to such Employee's personal representative a sum equal to the pay of such Employee for 1/30th of the period of the Employee's continuous service in respect of which leave has not been allowed or payment made immediately prior to the death of the Employee.

#### **21.5 Payment for period of leave**

- (a) Payment to an Employee in respect of long service leave shall be made in one of the following ways:
  - (i) in full in advance when the Employee commences her/his leave; or
  - (ii) at the same time as payment would have been made if the Employee had remained on duty; in which case payment shall, if the Employee in writing so requires, be made by cheque posted to a specified address; or
  - (iii) in any other way agreed between the Employer and the Employee.
- (b) Where the employment of an Employee for any reason terminates before she/he takes any long service leave to which she/he is entitled or where any long service leave accrues to an Employee pursuant to clause 21.1(b)(i), the Employee shall subject to the provisions of paragraph (b)(i) below be entitled to pay in respect of such leave as at the date of termination of employment.
  - (i) Where any long service leave accrues to an Employee pursuant to clause 21.1(b)(iii) the Employee shall be entitled to pay in respect of such leave as at the date of termination of employment other than in the circumstances of (b)(ii) below.
  - (ii) Provided in the case of an Employee who accrues entitlement pursuant to clause 21.1(b)(iii) and who intends to be re-employed by another Institution or Statutory Body:
    - (A) Such an Employee may in writing request payment in respect of such leave to be deferred until after the expiry of the Employee's allowable period of absence from employment provided in clause 21.3(e)(vii).
    - (B) Except where the Employee gives the Employer notice in writing that the Employee has been employed by another Institution or Statutory Body the Employer shall make payment in respect of such leave at the expiry of the Employee's allowable period of absence from employment.
    - (C) Where the Employee gives the Employer notice in writing that the Employee has been employed by another Institution or Statutory Body the Employer is no longer required to make payment to the Employee in respect of such leave.
- (c) Where an increase occurs in the ordinary time rate of pay during any period of long service leave taken by the Employee, the Employee shall be entitled to

receive payment of the amount of any increase in pay at the completion of such leave.

## 21.6 Taking of leave

- (a) When an Employee becomes entitled to long service leave such leave shall be granted by the Employer within six months from the date of the entitlement, but the taking of such leave may be postponed to such date as is mutually agreed, or in default of agreement as is determined by a member of the Tribunal, provided that no such determination shall require such leave to commence before the expiry of six months from the date of such determination.
- (b) Any long service leave shall be inclusive of any public holiday; or accrued day off occurring during the period when the leave is taken.
- (c) If the Employer and an Employee so agree:
  - (i) the first six months long service leave to which an Employee becomes entitled under this part, and any corresponding leave taken at half pay under clause 21.2, may be taken in two or three separate periods; and
  - (ii) any subsequent period of long service leave to which the Employee becomes entitled may be taken in two separate periods;

but save as aforesaid, long service leave shall be taken in one period.

- (d) An Employer may by agreement with an Employee grant long service leave to the Employee before the entitlement to that leave has accrued, provided that such leave shall not be granted before the Employee has completed ten years service.
- (e) Where the employment of an Employee who has taken long service leave in advance is subsequently terminated for serious and wilful misconduct before entitlement to long service leave has accrued, the Employer may, from whatever remuneration is payable to the Employee upon termination deduct and withhold an amount equivalent to the amount paid to the Employee in respect of the leave in advance.

## 21.7 Definitions

- (a) For the purpose of this clause the following definitions apply:
  - (i) **Pay** means remuneration for an Employee's normal weekly hours of work calculated at the Employee's ordinary time rate of pay provided in Schedule B, at the time the leave is taken or (if she/he dies before the completion of leave so taken) as at the time of her/his death, and shall include the amount of any increase to the Employee's ordinary time rate of pay which occurred during the period of leave.
  - (ii) **Month** shall mean a calendar month.
  - (iii) **Institution** shall mean any hospital or benevolent home, community health centre, Society or Association registered and subsidised pursuant to the *Hospital and Charities Act 1958*, or the *Health Services Act 1988* or the Cancer Institute constituted under the *Cancer Act 1958*, or the Fairfield Hospital Board or the Victorian Bush Nursing Association (Inc.), or a Bush Nursing institution.
  - (iv) **Statutory Body** means the Hospital and Charities Commission of Victoria, a public entity within the meaning of the *Public Administration Act 2004* (Vic) the Health Commission of Victoria, Health Department Victoria, the Department of Human Services and the Nurses Board of Victoria.

- (b) **transmission of business** includes transfer, conveyance, assignment or succession whether by agreement or by operation of law and **transmitted** has a corresponding meaning.
- (c) **transmittee**, in a transmission of business, means the entity to which the business is transmitted.
- (d) **transmitter**, in a transmission of business, is the entity from which the business is transmitted.

## 22 Parental Leave

Subject to the terms of this clause Employees are entitled to maternity, paternity and adoption leave and to work part-time in connection with the birth or adoption of a child.

The provisions of this clause apply to full time, part time and eligible casual Employees, but do not apply to other casual Employees.

An **eligible casual Employee** means a casual Employee:

- employed by an Employer on a regular and systematic basis for several periods of employment or on a regular and systematic basis for an ongoing period of employment during a period of at least 12 months; and
- who has, but for the pregnancy or the decision to adopt, a reasonable expectation of ongoing employment.

For the purposes of this clause, **continuous service** is work for an Employer on a regular and systematic basis (including any period of authorised leave or absence).

An Employer must not fail to re-engage a casual Employee because:

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

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

### 22.1 Definitions

- (a) For the purpose of this clause **child** means a child of the Employee under the age of one year except for adoption of a child where 'child' means a person under the age of five years who is placed with the Employee for the purposes of adoption, other than a child or step-child of the Employee or of the spouse of the Employee or a child who has previously lived continuously with the Employee for a period of six months or more.
- (b) In this clause, **spouse** includes a de facto or former spouse, except in relation to clause 22.7, where **spouse** does not include a former spouse.

### 22.2 Basic entitlement

- (a) After twelve months continuous service, parents are entitled to a combined total of 52 weeks unpaid parental leave on a shared basis in relation to the birth or adoption of their child. For females, maternity leave may be taken and for males, paternity leave may be taken. Adoption leave may be taken in the case of adoption. Previous service within the public health sector, continuous with service with the Employer, is to be regarded for the purposes of accessing the entitlement to paid maternity leave for Employees with less than 12 months continuous service with an Employer.



- (b) Subject to clause 22.6, parental leave is to be available to only one parent at a time, in a single unbroken period, except that both parents may simultaneously take:
  - (i) for maternity and paternity leave, an unbroken period of up to one week at the time of the birth of the child;
  - (ii) for adoption leave, an unbroken period of up to three weeks at the time of placement of the child.

### **22.3 Paid Parental Leave**

- (a) An Employee eligible for the basic entitlement pursuant to clause 22.2 will be entitled to payment of ten weeks' salary upon commencement of maternity leave effective from 1 October 2008 (from 1 October 2007, an Employee was entitled to nine weeks' salary upon commencement of maternity leave)
- (b) An Employee who will be the primary care giver of an adopted child who commences adoption leave is, subject to the above continuity of service requirements, entitled to the payment of ten weeks' paid leave from the date that the child is placed with the Employee.
- (c) Subject to the above continuity of service requirements, 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.
- (d) 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 carer's leave credit. The Employee must give the Employer prior notice of the Employee's intention to take such leave.
- (e) Employees who already receive maternity/parental leave payments in excess of those above shall not suffer any disadvantage.

### **22.4 Maternity leave**

- (a) An Employee must provide notice to the Employer in advance of the expected date of commencement of parental leave. The notice requirements are:
  - (i) of the expected date of confinement (included in a certificate from a registered medical practitioner or registered midwife stating that the Employee is pregnant) - at least ten weeks;
  - (ii) of the date on which the Employee proposes to commence maternity leave and the period of leave to be taken - at least four weeks.
- (b) An Employee shall not be in breach of this clause as a consequence of failure to give the above stipulated periods of notice if such failure is occasioned by the confinement occurring earlier than the presumed date.
- (c) When the Employee gives notice under paragraph (a) above the Employee must also provide a statutory declaration stating particulars of any period of paternity leave sought or taken by her spouse and that for the period of maternity leave she will not engage in any conduct inconsistent with her contract of employment.
- (d) Subject to clause 22.2(a) and unless agreed otherwise between the Employer and Employee, an Employee may commence parental leave at any time within six weeks immediately prior to the expected date of birth.

## **22.5 Working to Confinement**

- (a) 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.
- (b) 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 Employee's presumed date of confinement.
- (c) 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 her estimated date of confinement. If this is not possible, the Employee will be offered a safe, alternate position in accordance with 22.11.

## **22.6 Special maternity leave and sick leave**

- (a) An Employee who gives birth to a stillborn child (at or after 20 weeks gestation) or who gives birth to a live baby who subsequently dies, during or before the period of intended leave, will be entitled to the full amount of paid parental leave. In either of these circumstances, paid partner leave/primary carer leave will also apply.
- (b) The Employee must as soon as practicable give notice to the Employer of the taking of leave advising the Employer of the period, or expected period, of the leave in accordance with the following:
  - (i) where the pregnancy terminates during the first 20 weeks, during the notified period/s the Employee is entitled to access any paid and/or unpaid personal illness leave entitlements in accordance with the relevant personal leave provisions;
  - (ii) where the pregnancy terminates after the completion of 20 weeks, during the notified period/s the Employee is entitled to paid special maternity leave not exceeding the amount of paid maternity leave available under 22.2, and thereafter, to unpaid special maternity leave
- (c) If an Employee takes leave for a reason outlined in (b)(i) and (b)(ii), the Employer may require the Employee to provide evidence that would satisfy a reasonable person or a certificate from a registered medical practitioner.
- (d) Where an Employee not then on maternity leave suffers illness related to her pregnancy, she may take such paid sick leave as to which she is then entitled and such further unpaid leave (to be known as special maternity leave) as a registered practitioner or registered midwife certifies as necessary before her return to work, provided that the aggregate of paid sick leave, special maternity leave and maternity leave shall not exceed the period to which the Employee is entitled under clause 22.2(a).
- (e) For all purposes of this Agreement, maternity leave shall include special maternity leave.

## **22.7 Paternity leave**

- (a) An Employee will provide to the Employer at least ten weeks prior to each proposed period of paternity leave, with:

- (i) a certificate from a registered medical practitioner which names his spouse, states that she is pregnant and the expected date of confinement, or states the date on which the birth took place; and
- (ii) written notification of the dates on which he proposes to start and finish the period of paternity leave; and
- (iii) a statutory declaration stating:
  - (A) he will take that period of paternity leave to become the primary care-giver of a child;
  - (B) particulars of any period of maternity leave sought or taken by his spouse; and
  - (C) that for the period of paternity leave he will not engage in any conduct inconsistent with his contract of employment.
- (b) The Employee will not be in breach of paragraph (a) if the failure to give the required period of notice is because of the birth occurring earlier than expected, the death of the mother of the child, or other compelling circumstances.

## **22.8 Adoption leave**

- (a) The Employee will notify the Employer at least ten weeks in advance of the date of commencement of adoption leave and the period of leave to be taken. An Employee may commence adoption leave prior to providing such notice, where through circumstances beyond the control of the Employee, the adoption of a child takes place earlier.
- (b) Before commencing adoption leave, an Employee will provide the Employer with a statutory declaration stating:
  - (i) the Employee is seeking adoption leave to become the primary care-giver of the child;
  - (ii) particulars of any period of adoption leave sought or taken by the Employee's spouse; and
  - (iii) that for the period of adoption leave the Employee will not engage in any conduct inconsistent with their contract of employment.
- (c) An Employer may require an Employee to provide confirmation from the appropriate government authority of the placement.
- (d) Where the placement of child for adoption with an Employee does not proceed or continue, the Employee will notify the Employer immediately and the Employer will nominate a time not exceeding four weeks from receipt of notification for the Employee's return to work.
- (e) An Employee will not be in breach of this clause as a consequence of failure to give the stipulated periods of notice if such failure results from a requirement of an adoption agency to accept earlier or later placement of a child, the death of a spouse, or other compelling circumstances.
- (f) An Employee seeking to adopt a child is entitled to unpaid leave for the purpose of attending any compulsory interviews or examinations as are necessary as part of the adoption procedure. The Employee and the Employer should agree on the length of the unpaid leave. Where agreement cannot be reached, the Employee is entitled to take up to two days unpaid leave. Where paid leave is available to the Employee, the Employer may require the Employee to take such leave instead.

## **22.9 Variation of period of parental leave**

An Employee may apply to their Employer to extend the period of parental leave on one occasion. Any such request for an extension must be made in writing least four weeks prior to the commencement of the proposed extension.

## **22.10 Parental leave and other entitlements**

An Employee may in lieu of or in conjunction with parental leave, access any annual leave or long service leave entitlements which they have accrued subject to the total amount of leave not exceeding 52 weeks.

## **22.11 Transfer to a safe job**

- (a) Where an Employee is pregnant and, in the opinion of a registered medical practitioner, illness or risks arising out of the pregnancy or hazards connected with the work assigned to the Employee make it inadvisable for the Employee to continue at her present work, the Employee shall, if the Employer deems it practicable, be transferred to a safe job at the rate and on the conditions attaching to that job until the commencement of maternity leave.
- (b) If the transfer to a safe job is not practicable, the Employee may elect, or the Employer may require the Employee to commence parental leave for such period as is certified necessary by a registered medical practitioner or registered midwife. Such leave shall be treated as maternity leave for all purposes of this Agreement.

## **22.12 Returning to work after a period of parental leave**

- (a) An Employee will notify of their intended return to work date after a period of parental leave, at least four weeks prior to the commencement of the leave.
- (b) An Employee may request a return to work date earlier than their scheduled return to work date, which may (in the Employer's discretion) be agreed to by the Employer. An Employee requesting to return to work early must make their request in writing at least 6 weeks before their proposed (earlier) date of return.
- (c) An Employee will be entitled to the position which they held immediately before proceeding on parental leave. In the case of an Employee transferred to a safe job pursuant to the above, the Employee will be entitled to return to the position they held immediately before such transfer.
- (d) Where such position no longer exists but there are other positions available which the Employee is qualified for and is capable of performing, the Employee will be entitled to a position as nearly comparable in status and pay to that of their former position.

## **22.13 Replacement Employees**

- (a) A replacement Employee is an Employee specifically engaged or temporarily promoted or transferred, as a result of an Employee proceeding on parental leave.
- (b) Before an Employer engages a replacement Employee the Employer must inform that person of the temporary nature of the employment and of the rights of the Employee who is being replaced.

## **22.14 Right to request**

- (a) An Employee entitled to parental leave pursuant to the provisions of this clause 22 may request the Employer to allow the Employee:

- (i) to extend the period of simultaneous unpaid parental leave provided for in clause 22.2(b)(i) up to a maximum of eight weeks;
- (ii) to extend the period of unpaid parental leave provided for in clause 22.2(a) by a further continuous period of leave not exceeding 12 months;
- (iii) to return from a period of parental leave on a part-time basis until the child reaches school age;

to assist the Employee in reconciling work and parental responsibilities.

- (b) The Employer shall consider the request having regard to the Employee's circumstances and, provided the request is genuinely based on the Employee's parental responsibilities, may only refuse the request on reasonable grounds related to the effect of the workplace or the Employer's business. Such grounds might include cost, lack of adequate replacement staff, loss of efficiency and the impact on customer service.
- (c) The Employee's request and the Employer's decision made under clause 22.14(a)(ii) and 22.14(a)(iii) must be recorded in writing.
- (d) Where an Employee wishes to make a request under clause 22.14(a)(iii), such a request must be made as soon as possible but no less than seven weeks prior to the date upon which the Employee is due to return to work from parental leave.

#### **22.15 Communication during Parental Leave**

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

## **23 Accident Pay**

Any reference to the *Accident Compensation Act 1985* in this clause shall be deemed to include a reference to the *Workers Compensation Act 1958*.

### **23.1 Definitions**

The words hereunder shall bear the respective definitions set out herein.

- (a) **Accident pay**
  - (i) Total incapacity

In the case of an Employee who is or deemed to be totally incapacitated within the meaning of the *Accident Compensation Act 1985* (hereinafter referred to as the Act) and arising from an injury covered by this clause means a weekly payment of an amount representing the difference between the total amount of compensation paid as a weekly payment under the Act for the week in question and the total 38 hour weekly rate for a day Employee which would have been payable under this Agreement for the Employee's normal classification of work for the week in question if she/he had been performing her/his normal duties provided that such latter rate shall exclude additional remuneration by way of shift premiums, overtime payments, special rates or other similar payments.

(ii) **Partial incapacity**

In the case of an Employee who is or deemed to be partially incapacitated within the meaning of the Act and arising from an injury covered by this clause means a weekly payment of an amount representing the difference between the total amount of compensation paid as a weekly payment under the Act for the period in question together with the average weekly amount the Employee is earning or is able to earn in some suitable employment or business (as determined expressly or by implication by the Accident Compensation Conciliation Service (as it is currently known) or as agreed between the parties) and the total 38 hour weekly rate for a day Employee which would have been payable under this Agreement for the Employee's normal classification of work for the week in question if the Employee had been performing her/his normal duties, provided that such latter rate shall exclude additional remuneration by way of shift premiums, overtime payments, special rates or other similar payments.

(b) The total 38 hour weekly rate abovementioned shall be the same as that applying for a total incapacity provided that where an Employee receives a weekly payment under this section and subsequently such payment is reduced pursuant to the Act such reduction will not increase the liability of the Employer to increase the amount of accident pay in respect of that injury.

(c) For the purposes of the calculation of the total 38 hour weekly rate under clause (a)(i) and (a)(ii), payments made to an Employee arising from a production incentive earnings scheme (whether arising from a payment by results, task or bonus scheme or however titled) shall not be taken into account.

**(d) Payment for part of a week**

Where an Employee receives accident pay and such pay is payable for incapacity for part of the week, the amount shall be direct pro rata.

(e) **Injury** shall be given the same meaning and application as applying under the Act, and no injury shall result in the application of accident pay unless an entitlement exists under the Act.

**23.2 Qualification for payment**

Always subject to the terms of this clause, an Employee shall upon receiving payment of compensation and continuing to receive such payment in respect of a weekly incapacity within the meaning of the Act, be paid accident pay by her/his Employer who is liable to pay compensation under the Act, which said liability by the Employer for accident pay may be discharged by another person on his behalf, provided that:

(a) Accident pay shall only be payable to an Employee whilst such Employee remains in the employment of the Employer by whom she/he was employed at the time of the incapacity and then only for such period as she/he receives a

weekly payment under the Act. Provided that if an Employee on partial incapacity cannot obtain suitable employment from her/his Employer but such alternative employment is available with another Employer than the relevant amount of accident pay shall be payable.

- (i) Provided further that in the case of the termination of employment by an Employer of an Employee who is incapacitated and who except for such termination would be entitled to accident pay, accident pay shall continue to apply subject to the provisions of this clause except in those cases where the termination is due to serious and/or wilful misconduct on the part of the Employee.
- (ii) In order to qualify for the continuance of accident pay on termination, an Employee shall if required provide evidence to his/her Employer of the continuing payment of weekly compensation payments.

**23.3** Accident pay shall not apply to any incapacity occurring during the first two weeks of employment unless such incapacity continues beyond the first two weeks and then subject to clause 23.4 and to the maximum period of payment prescribed elsewhere herein, accident pay shall apply only to the period of incapacity after the first two weeks.

- (a) Provided that as to industrial diseases contracted by a gradual process or injuries subject to recurrence, aggravation or acceleration as provided in the Act, such injuries or diseases shall not be subject to accident pay unless the Employee has been employed with the Employer at the time of the incapacity for a minimum period of one month.

**23.4** Accident pay shall not apply in respect of any injury during the first five normal working days of incapacity.

- (a) Provided however that in the case of an Employee who contracts an infectious disease in the course of duty and is entitled to receive workers compensation therefore, shall receive accident pay from the first day of the incapacity.

**23.5** An Employee on engagement may be required to declare all workers compensation claims made in the previous five years and in the event of false or inaccurate information being deliberately and knowingly declared the Employer may require the Employee to forfeit her/his entitlement to accident pay under this clause.

**23.6 Maximum period of payment**

The maximum period or aggregate of periods of accident pay to be made by an Employer shall be a total of 39 weeks for any one Injury as defined.

**23.7 Absences on other paid leave**

An Employee shall not be entitled to payment of accident pay in respect of any period of other paid leave of absence.

**23.8 Notice of injury**

An Employee upon receiving an injury for which she/he claims to be entitled to receive accident pay shall give notice in writing of the said injury to her/his Employer as soon as reasonably practicable after the occurrence thereof provided that such notice may be given by a representative of the Employee.

**23.9 Medical examination**

- (a) In order to receive entitlement to accident pay an Employee shall conform to the requirements of the Act as to medical examination.

- (b) Where in accordance with the Act a medical referee gives a certificate as to the condition of the Employee and her/his fitness for work or specifies work for which the Employee is fit and such work is made available by the Employer and refused by the Employee or the Employee fails to commence the work, accident pay shall cease from the date of such refusal or failure to commence the work.

### **23.10 Cessation of weekly payments**

Where there is a cessation or redemption of weekly compensation payments under the Act the Employer's liability to pay accident pay shall cease as from the date of such cessation or redemption.

### **23.11 Civil damage claims**

- (a) An Employee receiving or who has received accident pay shall advise her/his Employer of any action she/he may institute or any claim she/he may make for damages. Further the Employee shall, if requested, provide an authority to the Employer entitling the Employer to a charge upon any money payable pursuant to any judgement or settlement on that injury.
- (b) Where an Employee obtains a judgement or settlement for damages in respect of an injury for which she/he has received accident pay the Employer's liability to pay accident pay shall cease from the date of such judgement or settlement provided that if the judgement or settlement for damages is not reduced either in whole or part by the amount of accident pay made by the Employer the Employee shall pay to her/his Employer any amount of accident pay already received in respect of that injury by which the judgement or settlement has not been so reduced.
- (c) Where an Employee obtains a judgement or settlement for damages against a person other than the Employer in respect of an injury for which she/he has received accident pay the Employer's liability to pay accident pay shall cease from the date of such judgement or settlement provided that if the judgement or settlement for damages is not reduced either in whole or part by the amount of accident pay made by the Employer the Employee shall pay to her/his Employer any amount of accident pay already received in respect of that injury by which the judgement or settlement has not been so reduced.

### **23.12 Insurance against liability**

Nothing in this clause shall require an Employer to insure against her/his liability for accident pay.

### **23.13 Variations in compensation rates**

Any changes in compensation rates under the Act shall not increase the amount of accident pay above the amount that would have been payable had the rates of compensation remained unchanged.

### **23.14 Death of an Employee**

All rights to accident pay shall cease on the death of an Employee.

### **23.15 Commencement**

This clause shall only apply in respect of incapacity arising from an injury occurring or recurring on or after August 1975..



## 24 Public Holidays

An Employee shall be entitled to paid time off (or penalty payments for time worked) in respect of public holidays in accordance with this clause.

- 24.1** Subject to clause 24.3, the public holidays to which this clause applies are the days determined under Victorian law as public holidays in respect of the following occasions:
- (a) New Year's Day, Australia Day, Christmas Day and Boxing Day; and
  - (b) Good Friday, the Saturday immediately before Easter Sunday, Easter Monday, Anzac Day, Queen's Birthday and Labour Day; and
  - (c) Melbourne Cup Day, or in lieu of Melbourne Cup Day, some other day as determined under Victorian law for a particular locality; and
  - (d) any additional public holiday declared or prescribed in Victoria or a locality in respect of occasions other than those set out in (a).
  - (e) If a day or days are not determined in respect of any of the occasions 24.1(a), (b) or (c) under Victorian law in any year, the public holiday for that occasion will be the day or date upon which the public holiday was observed in the previous year.

**24.2 Applicability of penalty payments for some public holidays falling on a weekend**

When Christmas Day, Australia Day, Boxing Day, or New Year's Day (**Actual Day**) is a Saturday or a Sunday, and a substitute or additional holiday is determined under Victorian law on another day in respect of any of those occasions (**Other Day**):

- (a) Weekend Workers and casual Employees shall receive penalty payments pursuant to clause 24.4 for time worked on the Actual Day or on the Other Day if the employee does not work ordinary hours on the Actual Day; and
- (b) all other Employees will receive penalty payments pursuant to clause 24.4 for time worked on the Other Day.

**24.3 Substitution of one public holiday for another**

An Employer, with the agreement of the Unions, may substitute another day for any prescribed in this clause other than Christmas Day, Boxing Day, New Year's Day and Australia Day:

- (a) An Employer and its Employees may agree to substitute another day for any prescribed in this clause (other than Christmas Day, Boxing Day, New Year's Day and Australia Day). For this purpose, the consent of the majority of affected Employees shall constitute agreement.
- (b) An agreement pursuant to paragraph (a) shall be recorded in writing and be available to every affected Employee.
- (c) The Unions shall be informed of an agreement pursuant to paragraph (a) and may within seven days refuse to accept it. The Unions will not unreasonably refuse to accept the agreement.
- (d) If a Union refuses to accept an agreement, the parties will seek to resolve their differences to the satisfaction of the Employer, the Employees and the Union.

**24.4 Penalty Payments in respect of public holidays**

- (a) An Employee, other than a casual, who performs work (including overtime work) on a public holiday (or where Christmas Day, Boxing Day, New Year's Day or

Australia Day fall on a weekend, the day to which penalty rates apply pursuant to clause 24.2) shall be entitled to be paid;

- (i) 200% (based on 1/38th of the weekly salary set out in Schedule B) for the time worked on a public holiday Monday to Friday; or
  - (ii) 250% (based on 1/38th of the weekly salary set out in Schedule B) for the time worked on a public holiday on a Saturday or Sunday (which is inclusive of the rates in clause 28).
- (b) A casual Employee who performs work (including overtime work) on a public holiday (or where Christmas Day, Boxing Day, New Year's Day or Australia Day fall on a weekend, the day to which penalty rates apply pursuant to clause 24.2) shall be entitled to be paid inclusive of the casual loading;
- (i) 250% (based on 1/38th of the weekly salary set out in Schedule B) for time worked on a public holiday Monday to Friday; or
  - (ii) 312.5% (based on 1/38th of the weekly salary set out in Schedule B) for time worked on a public holiday on a Saturday or Sunday (which is inclusive of the rates in clause 28).

#### **24.5 Accrued days off on public holidays**

Where a public holiday falls on a day upon which a full-time Employee would ordinarily have been required to be on duty, but the Employee is on an accrued day off, another day shall be determined by the Employer to be taken by the Employee in lieu of the public holiday, such day to be within the same work cycle where practical.

#### **24.6 Public holidays occurring on rostered days off**

- (a) Subject to paragraph 24.6(b) and (c) , a full-time Employee shall receive a sum equal to a day's ordinary pay for public holidays that occur on their rostered day off.
- (b) Subject to clause 24.6(c), if a public holiday falls on Saturday or Sunday then paragraph (a) will only apply to Weekend Workers.
- (c) Where on each occasion that Christmas Day, Boxing Day, New Year's Day or Australia Day falls on a weekend, and under Victorian law an additional day or substitute day (**Other Day**) applies as a public holiday in respect of that occasion, and:
  - (i) the Employee is rostered off for both the actual day and the Other Day, then only one day's payment will be made under paragraph 24.6(a) ; or
  - (ii) the Employee works only on one of either the actual day or the Other Day, and receives penalty rates for the day worked, the Employee will not receive a payment under paragraph 24.6(a) in respect of the day not worked.

#### **24.7 Part-time Employees**

The entitlement to public holiday benefits under this Agreement 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 on each occasion that Christmas Day, Boxing Day, New Year's Day or Australia Day falls on a weekend, and under Victorian law an additional day or substitute day (**Other Day**) applies as a public holiday in respect of that occasion, and:

- (i) a part-time Employee is not rostered on for both the actual day and the Other Day, then only one day's payment will be made under this clause; or
  - (ii) a part-time Employee works only on one of either the actual day or the Other Day, and receives penalty rates for the day worked, the part-time Employee will not receive a payment in respect of the day not worked.
- (b) 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 on that day, the part-time Employee shall be paid an amount equal to the Employee's ordinary rate of pay for the hours the Employee would normally have worked on that day.
  - (c) Where a public holiday occurs on a day a part-time Employee is not rostered to work, the part-time Employee shall receive a payment in respect of that public holiday equal to their ordinary pay for the average daily hours worked by that Employee over the previous six months, or their period of employment by the Employer if less than six months

Example:

Average Hours	Shift Length	Base Payment	Penalty	Payment
24 hours	X 8 hours	5.05 hours	T1	5.05 hrs
38 hours				

- (d) Notwithstanding where otherwise provided, a part-time Employee who is only ever employed between a Monday to Friday, shall not receive any entitlement to the Saturday before Easter Sunday.
- (e) In respect of 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.
- (f) A night duty Employee is entitled to be paid:
  - (i) at the appropriate public holiday rates for each hour worked on that part of a shift that falls on the public holiday; and
  - (ii) 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 2.5 hours x 0.6 (EFT) hours payable.

**24.8** A benefit arising from clause 24.6 or 24.7 will not be diminished where an Employee is required to, and does, perform recall work on that day.

**24.9** For the purpose of this clause only, a **Weekend Worker** is an employee who works ordinary hours on a Saturday or Sunday.

## 25 Professional Development & Associated Entitlements

25.1 All absences resulting from approved professional development leave, conference/seminar, study leave or examination/assessment leave will be back-filled in clinical areas where that Employee would ordinarily have a patient allocation.

### 25.2 Professional Development and Conference/Seminar Leave

- (a) Professional Development is the means by which members of the profession maintain knowledge in their current area of practice, improve and broaden their knowledge, expertise and competence, and develop the personal and professional qualities required through their professional lives. The CPD cycle involves:
  - (i) Reviewing practice; and
  - (ii) Identifying learning needs; and
  - (iii) Planning and participating in relevant learning activities; and
  - (iv) Reflecting on the value of those activities.
- (b) All Employees are entitled to five days' paid professional development leave (as defined in clause 25.2(a) and which includes conference/seminar leave per year) (in addition to other leave entitlements). Part-time Employees will be paid on a pro rata basis.
- (c) Professional development leave may also be utilised for activities including research or home study.
- (d) 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.
- (e) The application for professional development leave shall be approved by the Employer unless there are exceptional circumstances that justify non-approval.
- (f) Except for the conditions in paragraphs (a) to (d), no other conditions attach to the granting of professional development leave and the Employer will not unreasonably withhold approval of the leave.
- (g) The Employer must, within seven days, notify the Employee in writing whether the leave request is approved. If the leave is not granted, the reasons will be included in the notification to the applicant.
- (h) If a valid application is made for the five 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.
- (i) Otherwise than in accordance with paragraph (h) , accrued professional development leave will not accumulate from year to year.

### 25.3 Study Leave

- (a) Paid study leave will be available to all full-time and part-time Employees where a component of the course is relevant to the work of the Employee (as defined in Qualification Allowances). 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 paragraph (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 proposed 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.

#### **25.4 Continuing Professional Development Allowance**

- (a) In the first year of this Agreement, all full-time Employees as at 31 March 2012 will receive a continuing professional development allowance of \$1,000, payable in a single amount.
- (b) In 2013 and each year thereafter, all full-time Employees will receive an annual continuing professional development allowance of \$900, payable in two instalments of \$450 on 31 March and 30 September each year commencing on 31 March 2013.
- (c) Part-time Employees will receive a pro rata amount based on normal hours at the time of payment of the allowance.
- (d) The Continuing Professional Development Allowance will be payable in respect of a particular year to any Employee who is employed by an Employer (and not on unpaid leave) on the date the payment is due as provided in paragraphs (a) and (b) above. For those Employees eligible to receive the allowance, payment shall be made on the first pay period commencing after the commencement of the Agreement, and on the first pay period commencing after 31 March 2013, 2014 or 2015.
- (e) The allowance is paid on the basis that it is to be fully expended on professional development and education expenses in each year
- (f) Such payment is to facilitate access by nurses to courses, conferences and seminars which will result in the development of skills and knowledge, but is in addition to any other entitlement under this clause.

## **26 Rosters**

- (a) The ordinary hours of duty of full-time and part-time Employees shall be worked according to a roster or rosters which shall be exhibited at some reasonably convenient place accessible to Employees to whom it applies, where it may be seen by such Employees and also by the executive secretary or other accredited representative of the Union.
- (b) A roster of at least 28 days duration, setting out Employees' daily ordinary working hours, commencing and finishing times and meal intervals shall be posted at least fourteen days before it comes into operation in each work location.

- (c) Except in emergency situations seven days' notice shall be given of a change of roster.
- (d) Where an Employer requires an Employee without seven days' notice and outside the excepted circumstances prescribed in (c), to perform ordinary duty at other times than those previously rostered, the Employee shall be paid in accordance with the hours worked, with the addition of a daily allowance equal to 2-1/2% of the base rate/allowance rate per week. Provided that a part-time Employee who agrees to work shift(s) in addition to those already rostered will not be entitled to the above specified allowance for the additional shift(s) worked, except in the circumstances set out in Clause 27.
- (e) The roster or rosters shall be drawn up so as to provide at least eight hours off duty between successive ordinary shifts.
- (f) An Employee, by making a request in writing to the Employer, may have his or her roster fixed by mutual agreement (subject to the other provisions of this Agreement), in lieu of paragraphs (a) to (e) above.
  - (i) An Employee may revoke such request at any time, by giving written notice to the Employer. In such a case the roster for that Employee shall be fixed according to the provisions of paragraphs (a) to (e) , from the commencement of the next full roster period being not less than five clear days after such revocation is received in writing by the Employer.
- (g) Notwithstanding any other provision of this part, this clause shall not apply to casual Employees, Directors of Nursing and Deputy Directors of Nursing.

## **27 Change of Roster**

- (a) 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.
- (b) 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.
- (c) 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.
- (d) 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 "change of roster allowance" in Schedule B in addition to any other entitlement.
- (e) For the purposes of this clause, it is agreed that Employers 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.
- (f) Overtime payments are not affected by these changes. Overtime remains payable where it would otherwise apply, for example, double shifts.

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

## 28 Special Rates for Saturdays and Sundays

- (a) All rostered time of ordinary duty performed between midnight on Friday and midnight on Sunday shall be paid for at the rate of time and a half.
- (b) Provided that the following rate of payment shall be made where the Saturday or Sunday duty involves: Work in excess of the prescribed rostered hours - double time for the excess period;
- (c) This clause shall not apply to Directors of Nursing and Deputy Directors of Nursing.

## 29 Superannuation

- (a) 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 (or their successors).
- (b) 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 (or their successors). 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 (or its successor).
- (c) Superannuation contributions paid by the Employer into an approved Fund will be calculated on the Agreement rate for the applicable classification. Super contributions will be paid on ordinary time earnings as defined in the *Superannuation Guarantee (Administration) Act 1992* (Cth) and include any additional amounts consistent with the rules of the superannuation fund.

## 30 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 Fringe Benefits Tax (**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 Employer may cease the Employee's salary packaging arrangements.
- (c) The persons covered by this Agreement 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 payments will be made in accordance with clause 29(c).

## **31 Resources and Facilities**

### **31.1 Job Representatives and Occupational Health and Safety Representatives**

- (a) In addition to other leave entitlements, Job Representatives and Health and Safety Representatives (including Deputy 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.

### **31.2 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.

### **31.3 Access to Employees and Facilities**

For the purposes of facilitating agreements under clause 42 of this Agreement, involvement in the avoidance and resolution of disputes between Employees and their Employer as provided for in clause 11 of this Agreement and improving occupational health and safety:

- (a) Employees who hold a position as an ANF Job Representative or Health and Safety Representative or Deputy 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.



### **31.4 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.

### **31.5 Service Improvements**

The Unions will cooperate with the Employers in individual workplaces to achieve sector wide improvements in the following areas:

- (a) Assist hospitals in increasing up to 20% of Enrolled Nurses in acute settings.
- (b) Improving patient quality and safety through nurse sensitive indicators such as:
  - (i) Reducing falls resulting in patient harm;
  - (ii) Reducing hospital acquired infections including further improvement in hand hygiene;
  - (iii) Increasing influenza vaccination uptake both to avoid transmission to patients and reduce nursing days absent;
  - (iv) Reducing acquired pressure ulcers.
- (c) Positively contributing to work focusing on reducing patient re-admission rates.
- (d) Securing a national nurse health program.
- (e) Improving patient experience of their hospital stay as measured by the Patient Satisfaction Monitor Survey.

### **31.6 Establishment of Workplace Implementation Committees**

A local Workplace Implementation Committee is to be established at each facility/campus comprising equal numbers of management and ANF representation for the purposes of implementation and assessment of this Agreement and to deal with any local disputes that may arise, without derogation from the Disputes Settling Procedures in this Agreement.

## **32 Organisational Change**

### **32.1 Existing Organisational Change Agreements**

Clause 32 is not intended to displace any more advantageous (for Employees) organisational change arrangement which is operative at the date of commencement of this Agreement.

### **32.2 Consultation about major change**

- (a) Where an Employer has made a definite decision to implement major changes in its program organisation, structure or technology that are likely to have a significant impact on Employees, the Employer shall, as early as practicable, consult with Employees, the local representatives of the Employees (such as local Union representative, before the introduction of any proposed changes.
- (b) The Employer shall discuss with the affected Employees and their representatives (such as the relevant Union), amongst other things:
  - the introduction of changes that are likely to have significant effect on Employees;
  - the effects such changes are likely to have on Employees;

- the reasons for any proposed redundancies and measures to avert or mitigate adverse effects of such changes on Employees.
- (c) For the purposes of such discussion, the Employer shall provide in writing to the affected Employees and their representatives (such as the relevant Union):
- all relevant information about the changes, including the nature of the changes proposed;
  - reasons for any proposed redundancies and the number of Employees and categories likely to be affected; and
  - the expected effects of the changes on Employees and other matters that may impact on them,
- (d) The Employer is not required to disclose confidential information, the disclosure of which would be contrary to the Employer's interests.

### **33 Jury Service**

- (a) An Employee other than a casual Employee, required to attend for jury service during his or her ordinary working hours shall be reimbursed by the Employer an amount equal to the difference between the amount paid in respect of his or her attendance for such jury service and the amount of ordinary salary he or she would have received in respect of the ordinary time he or she would have worked had he or she not been on jury service.
- (b) An Employee shall notify his or her Employer as soon as possible of the date upon which he or she is required to attend for jury service. Further the Employee shall give his or her Employer proof of his or her attendance at the court, the duration of such attendance and the amount received in respect of such jury service.

### **34 Payslips**

To the extent reasonably practicable, payslips will record an Employee's accrued annual leave and personal/carer's leave.

### **35 Notice Period**

#### **35.1 Notice Period/ Payment in Lieu**

- (a) An Employer may terminate the employment of an Employee by providing four weeks' notice in writing.
- (b) The notice required by paragraph (a) will be increased by one week if the Employee is over 45 years of age and has completed more than two years' continuous service. For this purpose, continuity of service shall be calculated in the manner prescribed in clause 21 - Long service leave and shall include prior continuous service with a transmitter following a transmission of business, except in respect of any period of continuous service for which notice has already been given or paid.
- (c) An Employer may make payment in lieu of notice for part or all of the notice period. The required amount of payment in lieu of notice must equal or exceed the total of all amounts that, if the Employee's employment had continued until the end of the required period of notice, the Employer would have become liable

to pay to the Employee because of the employment continuing during that period. That total must be calculated on the basis of:

- (i) the Employee's ordinary hours of work (even if not standard hours); and
  - (ii) the amounts ordinarily payable to the Employee in respect of those hours, including (for example) allowances, loading and penalties; and
  - (iii) any other amounts payable under the Employee's contract of employment.
- (d) An Employee may terminate his or her employment by providing four weeks' notice to the Employer in writing. Subject to financial obligations imposed on the Employer by any Act, if an Employee fails to give notice the Employer shall have the right to withhold monies due to the Employee with a maximum amount equal to the ordinary time rate of pay for the period of notice.
- (e) Paragraphs (a) to (c) do not affect an Employer's right to terminate an Employee's employment without notice for serious misconduct.
- (f) Paragraphs (a) to (d) do not apply to:
- (i) Employees engaged under a fixed term contract;
  - (ii) Employees engaged for a specific period of time or for a specific task or tasks;
  - (iii) trainees whose employment under a traineeship agreement or an approved traineeship is for a specified period or is, for any other reason, limited to the duration of the agreement or
  - (iv) casual Employees.

### **35.2 Time off work during notice period**

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

## **PART C – CLASSIFICATIONS, STAFFING AND ALLOWANCES**

### **36 Salary and Allowances**

- (a) The weekly salaries over the life of the Agreement and certain allowances are set out in Schedule B.
- (b) In the case of Registered Nurses, and except as otherwise provided elsewhere in this Agreement, allowances shall be calculated to the nearest 10 cents, an exact amount of 5 cents in the result going to the higher figure.

### **37 Appointment and Fixed Term Employment**

- (a) Fixed term employment will only be used for "true fixed term arrangements".
- (b) "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.

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

## **38 Enrolled Nurses – Classification**

### **38.1 Enrolled Nurse Level 1 (EN1)**

- (a) EN1 applies to Enrolled Nurses who do not hold an NMBA approved qualification in administration of medicines.
- (b) This level also applies to nurses formerly known as Mothercraft Nurses who are registered with the NMBA as ENs with notation, and to those who, while not registered as nurses, perform similar work with comparable underpinning education. Such nurses will be paid at the nearest (higher) pay point in the EN1 range to their current Mothercraft Nurse rate of pay, unless they are already paid above the maximum EN1 rate of pay, in which case they will retain their current rate of pay, adjusted only by annual pay increases applying under this Agreement.
- (c) **Progression** – An EN1 will progress through the increments on completion of a year of experience, including previous experience.
- (d) There is no automatic progression for an EN1 with a medication administration notation to the EN2 classification.

### **38.2 Enrolled Nurse Level 2 (EN2)**

- (a) **Cert IV Entry** - EN Level 2.1 is the entry to practise rate for the first year of experience of an Enrolled Nurse who holds a NMBA approved Cert IV – Nursing [HLT 43407] qualification without prior experience as an Enrolled Nurse. On completion of each year of experience thereafter the employee will progress to the next increment up to and including EN Level 2.6.
- (b) EN 2.1 to 2.6 inclusive will also apply to an Enrolled Nurse who holds a NMBA approved qualification in administration of medicines with an Administration of Medication Scope of up to four routes. Experience includes experience as an Enrolled Nurse prior to holding the Administration of Medication qualification.
- (c) **Diploma Entry** - EN Level 2.3 is the entry to practise rate for the first year of experience of an Enrolled Nurse who holds a NMBA approved Diploma of Nursing [HLT 51607] qualification without prior experience as an Enrolled Nurse. On completion of each year of experience thereafter the employee will progress to the next increment up to and including EN 2.7
- (d) EN 2.3 to 2.7 inclusive also apply to an Enrolled Nurse who holds a NMBA approved qualification in administration of medicines with an Administration of Medication Scope of all five routes. Experience includes experience as an Enrolled Nurse prior to holding the Administration of Medication qualification.
- (e) **Progression** – An EN2 will progress through the increments on completion of a year of experience, including previous experience,.
- (f) There is no automatic progression for an EN2 to the EN3 classification.

### **38.3 Enrolled Nurse Level 3 (EN3)**

- (a) EN3.1 applies to an Enrolled Nurse who does not hold a NMBA approved qualification in administration of medicines but who meets the criteria in clause 38.6.

- (b) EN3.2 applies to an Enrolled Nurse with an Administration of Medication Scope of up to four routes and who meets the criteria in clause 38.6.
- (c) EN3.3 applies to an Enrolled Nurse who holds a NMBA approved qualification in administration of medicines with an Administration of Medication Scope of up to five routes and who meets the criteria in clause 38.6.

#### **38.4 Translation Arrangements**

- (a) An existing Enrolled Nurse as at 31 March 2012 who does not hold a NMBA approved qualification in administration of medicines will translate to EN1 at the same increment, or where this no longer exists, the increment immediately above their current rate (prior to the wage increase applicable on 31 March 2012) and on completion of each year of experience thereafter progress to the next increment up to and including EN1.6.
- (b) An existing Enrolled Nurse as at 31 March 2012 who holds a NMBA approved qualification in administration of medicines with an Administration of Medication Scope of up to four routes will translate to EN2 at the increment immediately above their current rate (prior to the wage increase applicable on 31 March 2012) and on completion of each year of experience thereafter progress to the next increment up to and including EN2.6.
- (c) An existing Enrolled Nurse as at 31 March 2012 who holds a NMBA approved qualification in administration of medicines with an Administration of Medication Scope of all five routes will translate to EN2 at the increment immediately above their current rate (prior to the wage increase applicable on 31 March 2012) and on completion of each year of experience thereafter progress to the next increment up to and including EN2.7.
- (d) Translation arrangements for Enrolled Nurse Level 3 (Advanced EN)
  - (i) Enrolled Nurse Level 3.1  
Applies to an Enrolled Nurse who does not hold a NMBA approved qualification in administration of medicines and, as at 31 March 2012, was in receipt of the Senior Allowance.
  - (ii) Enrolled Nurse Level 3.2  
Applies to an Enrolled Nurse who holds a NMBA approved qualification in administration of medicines with an Administration of Medication Scope of up to four routes and, as at 31 March 2012, was in receipt of the Senior Allowance.
  - (iii) Enrolled Nurse Level 3.3  
Applies to an Enrolled Nurse who holds a NMBA approved qualification in administration of medicines with an Administration of Medication Scope of up to five routes and, as at 31 March 2012, was in receipt of the Senior Allowance.

#### **38.5 Recruitment and appointment to EN (new or vacant positions)**

- (a) An Employer may advertise an EN vacancy as an EN1, EN2 or EN3 position, dependent upon the role.
- (b) A position will be advertised at EN3 where the work to be performed by the successful applicant is intended to include four or more of the criteria in clause 38.7.
- (c) Appointment of an EN1 will only occur where the successful applicant does not hold a NMBA approved qualification in administration of medicines.

- (d) Appointment of an EN2 will be subject to the successful applicant having a NMBA approved qualification in administration of medicines. The successful applicant will be remunerated at the EN2 level consistent with the number of routes of their Administration of Medication Scope.
- (e) Appointment to EN3 position will apply where:
  - (i) The successful applicant has applied for a position advertised as EN3; or
  - (ii) A decision is made on interview to classify the applicant as EN3; or
  - (iii) The successful applicant provides acceptable evidence that they are an existing EN3. Acceptable evidence includes:
    - (A) Payslip; or
    - (B) Certificate of Service; or
    - (C) Letter of appointment.

### **38.6 Enrolled Nurse Level 3 Advancement Criteria**

- (a) To meet the advancement criteria, an Enrolled Nurse is to meet both (b)(i) and (b)(ii) below before making an application.
- (b) The eligibility criteria are:
  - (i) Can provide evidence of achievement of four out of the ten Advanced Enrolled Nurse Level 3 Competency Standards below; AND
  - (ii) either:
    - (A) A minimum of four years post registration experience as an Enrolled Nurse;
    - OR
    - (B) A post registration qualification (of at least 6 months or 200 hours duration), a component of which is relevant to the role.

### **38.7 Advanced Enrolled Nurse Level 3 Competency Standards:**

The following are examples of competency standards that meet the criteria in clause 38.6(b)(i). *[Explanatory note - The parties recognise that additional opportunities may exist that are comparable in terms of skill or responsibility to those below. A lack of opportunity to meet sufficient standards is not to be used as a rationale for denying an employee classification at EN3.]*

- (a) Contributes to the education of new graduate Enrolled Nurses and/or Trainee Enrolled Nurses. For example, the Advanced Enrolled Nurse may precept or mentor new graduate Enrolled Nurses, and/or Trainee Enrolled Nurses or contribute to the performance appraisal of less experienced Enrolled Nurses;
- (b) The Enrolled Nurse is involved in committees and working parties within and/or beyond the work unit;
- (c) Assists in the coordination of delegated activities of other staff under the guidance and direction of the Registered Nurse. For example, guides and supports activities of other Enrolled Nurses.
- (d) Act as a resource to others. For example, may take responsibility for a specific task, such as equipment maintenance schedules, budgets, rosters or stock control.

- (e) Contributes to quality improvement within their work area or the workplace and/or changes in enrolled nursing practice initiatives. For example, identifies risks and potential outcomes during assessments or identifies and implements harm minimisation strategies.
- (f) Practises using specialised or advanced knowledge and skills in a clinical area within the enrolled nursing scope of practice. For example, applies acquired knowledge in wound or continence management or dementia or child or family health care in the provision of care.
- (g) Modifies practice to accommodate patient/client health care needs of individuals and groups in different environments. For example, contributes to effective utilisation of nursing resources in the context of changing workloads or responds effectively to changes in clinical situations.
- (h) Undertakes an additional responsibility either individually or as part of a clinical/quality team e.g. resource nurse, occupational health and safety rep, No-lift/back attack/smart moves/back off/ back 4 life portfolio, alcohol and other drugs portfolio, continence resource officer, ACFI officer, infection control, falls prevention, pressure ulcer prevention, mental health portfolio, rehabilitation program co-ordination, Quality Improvement activities.
- (i) Is aware of and functions in accordance with legislation, policies and procedures affecting enrolled nursing practice. For example, able to discuss the implications of Acts and legislation governing practice.
- (j) Actively participates in team leadership and decision making. For example, participates in quality improvement activities or orientates new staff to local practices.

### **38.8 Portability of EN3 classification**

- (a) An Enrolled Nurse classified at EN3 shall be paid for all hours worked at the EN3 classification and continue to be employed at Level 3 across the public sector including in the event they change employer.
- (b) Evidence required to demonstrate EN3 to a new Employer shall be any one of the following
  - (i) Payslip; or
  - (ii) Certificate of Service; or
  - (iii) Letter of appointment

### **38.9 Applications for advancement to EN3**

- (a) Application principles
  - (i) The process for applications for Enrolled Nurse Level 3 should ensure that applicants have equal opportunity to demonstrate their suitability.
  - (ii) Applicants should have reasonable access to the same information relevant to the Level 3 criteria.
  - (iii) No restrictions, other than the set eligibility requirements, are to apply.
  - (iv) Potential applicants should be allowed reasonable time to prepare for the process.
- (b) Application process
  - (i) Applications will be considered by the Employer twice per year. Applications will open for a period of 14 days.

- (ii) Written applications are to be made to the Nurse Unit Manager (or equivalent position).
- (iii) The written application must address the criteria in this Agreement, including:
  - (A) evidence of achievement of four out of ten of the Advanced Enrolled Nurse Level 3 criteria; and
  - (B) either:
    - (1) A minimum of four years post registration experience as an Enrolled Nurse;
    - OR
    - (2) A post registration qualification (of at least 6 months or 200 hours duration), a component of which is relevant to the role
- (iv) Interviews, if required:
  - (A) Will be held within 10 days of the closure of applications.
  - (B) Will be conducted at the local level by the NUM (or equivalent position) and may also include up to two other nursing staff such as an ANUM or Nurse Educator.
  - (C) Must relate directly to the Advanced Enrolled Nurse Level 3 criteria, and the supporting evidence within the application.
- (v) The Enrolled Nurse will be notified in writing of the outcome within 7 days of the closing of applications, or where there is an interview, within 7 days after the interview.
- (vi) For successful applicants, re-grading will apply from the date of application and be payable from the next fortnightly pay period after notification of a successful application.
- (vii) If the application is unsuccessful, the Employer is to provide detailed written feedback aligned with the criteria, with a supportive development plan to be commenced to assist the Enrolled Nurse in any future application.

**38.10** In this clause '**year of experience**' has the meaning provided by clause 4(m).

## **39 Registered Nurses and Midwives – Definitions**

### **39.1 General**

- (a) **Basic training** - means training for initial registration as a Registered Nurse, or where the Employee is not a Registered Nurse, an undergraduate degree in Midwifery.
- (b) **In-service or post-basic education** - education undertaken during, and in conjunction with, employment as a Registered Nurse for the purpose of obtaining a post-basic certificate of qualification in:
  - (i) A course approved by the Nursing and Midwifery Board of Australia for the purposes of endorsement in the relevant register.
  - (ii) A course requiring registration by the Nursing and Midwifery Board of Australia which shall mean maternal and child health nursing, midwifery nursing, psychiatric nursing and mental retardation nursing.



- (c) **In-service certificates** - post-basic certificates of qualification obtained by a Registered Nurse as a result of in-service or post-basic training viz.:
  - (i) Certificates obtained for courses approved by the Nursing and Midwifery Board of Australia for the purposes of endorsement in the relevant register.
  - (ii) Certificates obtained for courses requiring registration by the Nursing and Midwifery Board of Australia which shall mean maternal and child health nursing, midwifery nursing, psychiatric nursing and mental retardation nursing.
- (d) **Certificates** - certificates held by a Registered Nurse or Midwife as a result of undertaking a course of study at the New South Wales College of Nursing or a nursing college of at least equivalent status.
- (e) **Diplomas and degrees** - diplomas and degrees in nursing, education, or health administration held by an Employee as a result of undertaking a course of study at a Registered Training Organisation, VET provider, College of Advanced Education or University.
  - (i) Provided that a certificate, diploma or degree which forms part of basic training as a Nurse or a Midwife shall not be covered by this subclause.
- (f) **Uniform** - such apparel as may be required by the Employer.
- (g) **Adjusted bed capacity** - for the purposes of this part the adjusted bed capacity, subject to the provisos contained hereunder, shall be the bed capacity in the last annual return furnished by the respective Institution to the Health Department Victoria or other statutory body and, in the case of a Nurse Grade 5, 6 or 7 where applicable to the position, shall be further adjusted in respect of the number of out-patients' attendances and maternity beds as follows.

### 39.2 **Out-patients' attendances**

- (a) for the first 49,000 out-patients' attendances add one bed for each 700 or part thereof.
- (b) for the second 49,000 out-patients' attendances add one bed for each 1400 or part thereof.
- (c) thereafter add one bed for each 2100 or part thereof.
- (d) One-third or part thereof of the number of maternity beds as stated in the above return shall be added to the total number of beds.
- (e) Provided that hospitals in which the chief and principal treatment is in connection with eyes, ears, nose and throat shall be classified as 301 to 400 adjusted beds, and, provided further that in the case of the undermentioned Institutions, the adjusted bed capacity shall be deemed to be as follows, viz:

Queen Elizabeth Geriatric Centre	501 and under 601
Mount Royal	601 and over
Kingston Centre	501 and under 601
Bendigo Home and Hospital	501 and under 601
Mt. Alexander-Alexander division	401 and under 501
Grace McKellar House	401 and under 501
Greenvale Village	401 and under 501
Caulfield Hospital	401 and under 501
East Gippsland Centre	201 and under 301
Mount Eliza Geriatric	301 and under 401
Ovens and Murray Home	201 and under 301

### **Registered Nurses – Definitions General continued**

- (f) **No Lift Coordinator** — A Registered Nurse appointed as such and who is responsible for co-ordinating the implementation and maintenance of no-lift practices and educational programs of an Employer,
- (g) **Associate Nurse Unit Manager (ANUM)** - a Registered Nurse who is appointed as such and who, within the guidelines and practices established by the Nurse Unit Manager, assists in the overall clinical and administrative management of a ward or unit and deputises for the Nurse Unit Manager when required within these limits.
- (h) **Nurse Unit Manager (NUM)**  
a Registered Nurse who is appointed as such in charge of a ward or unit
- (i) **Clinical Consultant** - a Registered Nurse 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.
  - (i) **Clinical Consultant A** - a Registered Nurse appointed as such who as a member of a specialist team fulfils the clinical consultant role in their first and second Years of Experience]
  - (ii) **Clinical Consultant B** - a Registered Nurse 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.
  - (iii) **Clinical Consultant C** - a Registered Nurse appointed as such who fulfils the clinical consultant role, and
    - (A) is the sole Registered Nurse 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.
  - (iv) **Clinical Consultant D** - a Registered Nurse appointed as such who fulfils the clinical consultant role and who in addition principally consults on a multi Health Service or Statewide basis.

- (v) **Clinical Consultant E** - a Registered Nurse appointed as such who fulfils the clinical consultant role on an interstate or national basis.
- (vi) **sole Registered Nurse** - 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.
- (j) **Nurse Practitioner** - a Registered Nurse who has satisfactorily completed a course of study and undertaken clinical experience that, in the opinion of the Nursing and Midwifery Board of Australia, qualifies the nurse to use the title Nurse Practitioner.
- (k) **Nurse Practitioner Candidate** - a Nurse Practitioner candidate shall mean a Registered Nurse engaged to undertake a course of study and undertake clinical experience leading to endorsement as a Nurse Practitioner
- (l) **Director of Nursing** - a Registered Nurse appointed as the principal nursing executive officer, however styled, and who is responsible for the nursing service and any other service (including the training of nurses).
- (m) **Deputy Director of Nursing** - a Registered Nurse appointed as such and who deputises for the Director of Nursing and assists in nursing administration.
- (n) **Assistant Director of Nursing** - a Registered Nurse appointed as such who assists and relieves the Director of Nursing and/or Deputy Director of Nursing and who has special or supervisory responsibilities beyond those of a Supervisory Nurse.
- (o) **Night Nurse in Charge** - a Registered Nurse appointed as such to be in charge of a hospital, or a facility , at night.
- (p) **Supervisor** - a Registered Nurse appointed as such and who has special or supervisory responsibilities beyond those of a NUM.

### 39.3 Nurse Education definitions

- (a) **Principal Educator** - a Registered Nurse (holding a Diploma in Nursing Education or qualification acceptable to the Employer) appointed as such to be responsible to the Director of Nursing (as defined) for the administration of a school of nursing and for the overall planning, organisation and implementation of nursing education programmes.
- (b) **Deputy Principal Educator** - a Registered Nurse (holding a Diploma in Nursing Education or a qualification acceptable to the Employer) appointed as such and who deputises for the Principal Teacher and is also responsible for an area/areas of administration and teaching.
- (c) **Educator** - a Registered Nurse appointed as such, employed to teach the theory and practice of nursing.
  - (i) **Educator - Course/Phase/In-service continuing education** - a Registered Nurse appointed as such, employed to teach the theory and practice of nursing and who has administrative and educational responsibilities including curriculum development (additional to those of "Educator" [as defined]):Co-ordinators of Nursing and Midwifery Board of Australia approved courses; or
  - (ii) Co-ordinators of major phases of the general nurse programme (however styled); or

- (iii) Co-ordinators of in-service continuing education (staff development) programmes.

#### **39.4 District Nurse definitions**

- (a) **District Nurse Level 1** - a Registered Nurse appointed as such and employed by any Employer.
- (b) **District Nurse Level 2** - A Registered Nurse with one or more Years 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.
- (c) **Assistant Supervisor - District Nursing** - a Registered Nurse with at least three Years of Experience appointed as such and employed by any Employer and who has additional responsibilities to a District Nurse.
- (d) **Clinical Co-ordinator - District Nursing** - a Registered Nurse appointed as such with experience as a District Nurse Level 2, with responsibilities to coordinate patient care within one or more local government areas.
- (e) **Liaison Officer - District Nursing** - a Registered Nurse appointed as such with at least three Years of Experience in district nursing with responsibilities related to discharge planning and coordination services between hospitals and district nursing services.
- (f) **Supervisor - District Nursing** - a Registered Nurse with at least three Years of Experience appointed as such and who has special responsibilities beyond those of a District Nurse.
- (g) **Senior Supervisor - District Nursing** - a Registered Nurse appointed as such and who has special or supervisory duties beyond those of a Supervisor.
- (h) **Deputy Director of Nursing - (Other District Nursing Service)** - a Registered Nurse appointed as such and who deputises for the Director of Nursing Service and assists in the nursing administration of the District Nursing Service (however styled).
- (i) **Director of Nursing - (Other District Nursing Service)** - a Registered Nurse appointed as the principal nursing executive officer of a District Nursing Service (however styled) and who is responsible for the nursing service.

#### **39.5 Occupational health definitions**

- (a) **Occupational Health Nurse (where more than one employed)** - a Registered Nurse engaged in connection with any industrial or commercial undertaking and who carries out her/his nursing duties under the direction of a nursing supervisor.
- (b) **Occupational Health Nurse (Sole)** - a Registered Nurse engaged in connection with any industrial or commercial undertaking and who is employed to take charge of the medical centre and all matters concerned with the occupational health, medical and nursing services.
- (c) **Occupational Health Nurse Supervisor** - a Registered Nurse engaged in connection with any industrial or commercial undertaking and who supervises the work of the nursing personnel in the occupational health department or departments within the undertaking.

#### **39.6 Maternal and Child Health Nurse definitions**

- (a) **Maternal and Child Health Nurse** - a Registered Maternal and Child Health Nurse engaged in infant welfare work or in work requiring a Maternal and Child Health qualification.

**39.7 Community health definitions**

- (a) **Community Health Nurse** - a Registered Nurse appointed as such and employed in a Community Health Centre.
- (b) **Community Health Nurse (Sole)** - a Registered Nurse 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.
- (c) **Community Health Nurse (In charge)** - a Registered Nurse appointed as the nurse in charge, nurse co-ordinator or other community health nurse, however styled, who is in charge of or directs the activities of other Employees of a Community Health Centre (whether Registered Nurses or not).

**39.8 Clinical Nurse Specialist –**

- (a) Means a Registered Nurse:
- (i) appointed to the grade with either specific post basic qualifications and 12 month's 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; and
- (ii) who meets the criteria set out at Appendix 2.
- (b) Applicants must meet the above definition, be employed either full time or part time and demonstrate the criteria 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 positions once every six months. This information to be permanently available for nursing staff;
  - written applications are to be made to the NUM;
  - Interviews, if required, will be conducted by the NUM, ANUM 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, NUM, CNS or other nominee as appropriate, other than those involved in the original decision.

**39.9 Clinical Support Nurse** - A Registered Nurse 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.

**39.10 Day Hospital definitions**

- (a) **Day Hospital** - an extension of acute hospital services, providing a range of services, including medical and nursing supervision, physiotherapy, occupational therapy, speech therapy, chiropody and social work counselling on an out-patient basis.
- (b) **Day Hospital Co-ordinator Level 1** - A Registered Nurse appointed as such who under limited supervision has responsibility for the coordination of services of a Day Hospital.
- (c) **Day Hospital Co-ordinator Level 2** - A Registered Nurse appointed as such who, without supervision has total responsibility for the coordination of a Day Hospital including:
  - (i) Preparation of and adherence to the budget of the Day Hospital.
  - (ii) Staff selection (non-professional staff) and participation in selection of professional staff.
  - (iii) Policy formulation.
  - (iv) Administration - the Day Hospital Co-ordinator Level 2 will be recognised as a Department Head and will be responsible for all day to day administration of a Day Hospital.

## 40 Classification in Grades – Registered Nurses and Midwives

**40.1 Graduate Nurse/Midwife**

- (a) A Registered Nurse or Midwife (being a Midwife who does not have Experience as a Division 1 nurse) shall enter at Grade 2 Year 1.
- (b) A Enrolled Nurse who completes an undergraduate course which leads to registration and is subsequently registered as a Registered Nurse will commence at the Grade 2 increment immediately above the rate of pay (including Senior Allowance and/or qualification allowance (where applicable) applicable to that Employee.
- (c) On or after 1 October 2007 an Employee will translate to the increment which reflects her or his service or years of experience including service or experience prior to 1 October 2007. Movement to a new increment will occur consistently with the following example:

Example - Grade 1 to Grade 2 Translation

A Registered Nurse who at 30 September 2007 has 12 months' experience or more at the Grade 1 increment will progress to the Grade 2 Year 2 increment on 1 October 2007

A Registered Nurse who at 30 September 2007 has less than 12 months' experience at the Grade 1 classification will progress to the Grade 2 year 2 increment on a date when that Employee has completed 12 months' experience at the Grade 1 increment.

#### **40.2 Midwifery student**

- (a) A Registered Nurse who is undertaking study leading to registration as a midwife
- (b) A midwifery student shall be paid for that period of duty, other than periods of clinical placement, at her/his appropriate rate of pay according to her/his grading, sub-grading and Years of Experience as a Registered Nurse. The period for which a Registered Nurse is paid for the purposes of obtaining registration as a midwife shall be counted in her/his Years of Experience as a Registered Nurse.

#### **40.3 Post-basic student**

- (a) A Registered Nurse undergoing training for the purpose of obtaining a post-basic qualification.
  - (i) Where nurses undertake an approved post-basic in-service nursing course (other than a midwifery course) at the behest of management, they shall be paid their substantive salary.
  - (ii) Where nurses voluntarily undertake such a course (other than a midwifery course) they shall be paid at the Base Rate as defined in clause 4(d), except where they are classified at a lower rate than the Base Rate they shall in such cases be paid their substantive salary.
  - (iii) The period for which a Registered Nurse undergoes training for the purpose of obtaining a post basic qualification shall be counted towards her/his Years of Experience as a Registered Nurse.

#### **40.4 Re-entry Courses and Supervised Experience (Registered Nurses)**

- (a) Where an Employee has not been regularly employed as a Registered Nurse, or has not actively nursed for a period of five years or more, such Employee's prior Years of Experience shall not be taken into account.
- (b) For the first twelve months after completion of a Re-entry Course or Supervised Experience, where such course or experience is required by the Nursing and Midwifery Board of Australia, nurses shall be paid at the rate appropriate to his/her Years of Experience, but no higher than Grade 2, Year 3.
- (c) After completion of twelve months' Experience in accordance with paragraph (a), a nurse (upon sufficient proof to support a claim for incremental advancement) shall be paid at the rate appropriate to his/her Years of Experience.

#### **40.5 No Lift Co-ordinator**

A No Lift Co-ordinator other than a person classified in accordance with Grade 4A in 40.13 shall be paid at a Grade no less than their current classification and level.

#### **40.6 ANUM**

A Registered Nurse appointed as an Associate Nurse Unit Manager shall enter at ANUM Year 1.

On or after 1 October 2007 an Employee will translate to the increment which reflects her or his service or Years of Experience including service or Experience prior to 1 October 2007. Movement to a new increment will occur consistently with the following example:

**Example - ANUM Translation**

A Registered Nurse who at 30 September 2007 has less than two Years of Experience at Grade 3A will progress to the ANUM Year 1 increment on 1 October 2007, and after a further Year of Experience as an Associate Nurse Unit Manager, ANUM Year 2.

A Registered Nurse who at 30 September 2007 was classified at Grade 3B and has less than 12 months' experience at the Grade 3B classification will progress to the ANUM Year 1 increment and, after a Year of Experience as an Associate Nurse Unit Manager, ANUM Year 2.

A Registered Nurse who at 30 September 2007 was classified at Grade 3B and has 12 months' or more Experience (at least one Year of Experience) at the Grade 3B classification will progress to the ANUM increment equivalent to their existing Grade 3B year increment, eg a Grade 3B Year 2 will translate to an ANUM Year 2

#### **40.7 NUM**

A Registered Nurse appointed as a Nurse Unit Manager shall enter at NUM Year 1.

On or after 1 October 2007 an Employee will translate to the increment which reflects her or his service or years of experience including service or experience prior to 1 October 2007. Movement to a new increment will occur consistently with the following example:

**Example - NUM Translation**

A Registered Nurse who at 30 September 2007 has less than two years of experience at Grade 4A Charge Nurse will progress to the NUM Year 1 increment on 1 October 2007, and after a further year of experience as a Nurse Unit Manager, NUM Year 2.

A Registered Nurse who at 30 September 2007 was classified at Grade 4B Charge Nurse and has less than 12 months' experience at the Grade 4B classification will progress to the NUM Year 1 increment and, after a year of experience as an Nurse Unit Manager, NUM Year 2.

A Registered Nurse who at 30 September 2007 was classified at Grade 4B and has 12 months' or more experience at the Grade 4B classification will progress to the NUM increment equivalent to their existing Grade 4B year increment, eg a Grade 4B Year 2 will translate to a NUM Year 2.

#### **40.8 Domiciliary classifications**

A Registered Nurse who at the direction of the Employer undertakes work that includes Hospital in the Home or Post Acute Care, the minimum classification will be:

- exclusively to provide clinical care - Grade 3B.
- with ad hoc responsibilities beyond provision of clinical care (eg rostering of other staff, allocation of duties to other staff), shall be Grade 4A.
- responsible for the day to day operation of a HITH/PAC or similar service (however titled) shall be the Nurse Unit Manager rate.

Provided specifically that any Employee performing this work immediately prior to the introduction of this Agreement will remain at their current classification where that classification is higher than the classification prescribed above.

#### **40.9 Grade 2**



- (a) A Registered Nurse in the first or subsequent Years of Experience as a Registered Nurse and not elsewhere classified.
- (b) A Registered Nurse appointed as a District Nurse Level 1 and paid as such. The point of entry for this classification shall be the 5th Year of Experience rate of pay of Grade 2.
- (c) A Registered Nurse appointed as a School/Campus Nurse Level 1 and paid as such.

**40.10 Clinical Nurse Specialist**

A Registered Nurse appointed as a Clinical Nurse Specialist and paid as such.

**40.11 Grade 3A**

- (a) A Registered Nurse appointed as an Occupational Health Nurse (sole) and paid as such.
- (b) A Registered Nurse appointed as a Child Care Director (having places for up to 25 children) and paid as such.
- (c) A Registered Nurse appointed as a District Nurse Level 2 and paid as such.

**40.12 Grade 3B**

- (a) A Registered Nurse who at the direction of the Employer undertakes exclusively clinical care in domiciliary nursing in Hospital in the Home or Post Acute Care. Provided specifically that any Employee performing this work immediately prior to the introduction of this Agreement will remain at their current classification where that classification is higher than the classification prescribed above.
- (b) A Registered Nurse appointed as a Clinical Support Nurse and paid as such.
- (c) A Registered Nurse appointed as a Community Health Nurse Grade 3B and paid as such.
- (d) A Registered Nurse appointed as an Occupational Health Nurse Supervisor and paid as such.

**40.13 Grade 4A**

- (a) A Registered Nurse who at the direction of the Employer undertakes clinical care with ad hoc responsibilities beyond provision of clinical care (eg rostering of other staff, allocation of duties to other staff), including in domiciliary nursing in Hospital in the Home and Post Acute Care. Provided specifically that any Employee performing this work immediately prior to the introduction of this Agreement will remain at their current classification where that classification is higher than the classification prescribed above.
- (b) A Registered Nurse appointed as a Clinical Consultant A and paid as such.
- (c) A Registered Nurse appointed as an Educator in a non-major hospital with less than two Years of Experience as a Educator, and paid as such.
- (d) A Registered Nurse appointed as a Community Health Nurse (sole) and paid as such.
- (e) A Registered Nurse appointed as an Assistant Supervisor - District Nursing, and paid as such.
- (f) A Registered Nurse appointed as a Clinical Co-ordinator, District Nursing, and paid as such.
- (g) A Registered Nurse appointed as a Liaison Officer, District Nursing, and paid as such.

- (h) A Registered Nurse appointed as a School/Campus Nurse (sole) and paid as such.
- (i) A Registered Nurse appointed as a School/Campus Nurse In-Charge and paid as such.
- (j) An Employee appointed as a No Lift Co-ordinator pursuant to the funding made available by the Department of Health, set out in correspondence from Tim Lee of the Department of Human Services to Lisa Fitzpatrick of the ANF dated 24 December 2004 and paid as such.

**40.14 Grade 4B**

- (a) A Registered Nurse appointed as an Educator in a Major Hospital as an Educator, and paid as such.
- (b) A Registered Nurse appointed as an Educator in a non-major hospital with two Years of Experience or more as an Educator, and paid as such.
- (c) A Registered Nurse appointed as a Clinical Consultant B and paid as such.
- (d) A Registered Nurse appointed as a Community Health Nurse (in-charge) and paid as such.
- (e) A Registered Nurse qualified and appointed as a Maternal and Child Health Nurse and paid as such.
- (f) A Registered Nurse appointed as a Day Hospital Co-ordinator (Public Sector) Level 1 with no automatic progression to Level 2 and paid as such.

**40.15 Associate Nurse Unit Manager**

A Registered Nurse appointed as an Associate Nurse Unit Manager and paid as such.

**40.16 Nurse Unit Manager**

- (a) A Registered Nurse appointed as a Nurse Unit Manager and paid as such.
- (b) A Registered Nurse responsible for the day to day operation of a HITH/PAC or similar service (however titled). Provided specifically that any Employee performing this work immediately prior to the introduction of this Agreement will remain at their current classification where that classification is higher than the classification prescribed above.

**40.17 Grade 5**

- (a) A Registered Nurse 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).
- (b) A Registered Nurse appointed as an Assistant Director of Nursing and paid as such.
- (c) A Registered Nurse appointed as a Night Nurse in Charge and paid as such.
- (d) A Registered Nurse appointed as a Deputy Principal Educator and paid as such.
- (e) A Registered Nurse appointed as a Day Hospital Co-ordinator (Public Sector) Level 2 and paid as such. The rate of pay for this classification shall be at the Grade 5 (51-200 beds).
- (f) A Registered Nurse appointed as an Educator-Course /Phase /Inservice / Continuing Education 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).

#### **40.18 Nurse Practitioner**

- (a) A Registered Nurse engaged as a Nurse Practitioner candidate (as defined) shall be classified and paid their substantive salary.
- (b) A Registered Nurse appointed as a nurse practitioner (as defined) during his/her first year of experience as a nurse practitioner shall be classified and paid at Nurse Practitioner Year 1
- (c) A Registered Nurse appointed as a nurse practitioner (as defined) during his/her second and subsequent years of experience as a nurse practitioner shall be classified and paid at Nurse Practitioner Year 2
- (d) A Candidate shall be entitled to be classified and paid as a Nurse Practitioner once endorsed by the Nursing and Midwifery Board of Australia, effective from the first pay period on or after the date of application for endorsement, until such time as the period of candidature is complete.
- (e) For the purpose of the above sub-clauses Experience gained whilst employed in a pilot project shall count for advancement to Nurse Practitioner Level 2 provided the pilot project and the Nurse Practitioner position are in the area of advanced practice for which the nurse has been endorsed.

#### **40.19 Grade 6**

- (a) A Registered Nurse 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).
- (b) A Registered Nurse appointed as a Deputy Director of Nursing and paid as such.
- (c) A Registered Nurse appointed as a Principal Teacher and paid as such.
- (d) A Registered Nurse appointed as a Deputy Director of Nursing/ other District Nursing Service, and paid as such. The rate of pay for this classification shall be at the Grade 6 (101-201 beds).

#### **40.20 Grade 7**

- (a) A Registered Nurse 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).
- (b) A Registered Nurse appointed as a Director of Nursing and paid as such.
- (c) A Registered Nurse appointed as a Director of Nursing/Other District Nursing Service and paid as such. The rate of pay for this classification shall be at the Grade 7 (51-100 beds).

## **41 Staffing – General**

#### **41.1 Skill/Mix**

- (a) The nursing skill mix that each Employer may utilise in all acute general surgical and medical wards in hospitals not named in Schedule C, Part IB – Interpretation, 1 General Medical/Surgical Wards, paragraph (j) includes up to 20% Enrolled Nurses.
- (b) 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:
  - (i) 1/3 Registered Nurse with more than three years' experience;

- (ii) 1/3 Registered Nurse with one to three years' experience;
- (iii) 1/3 Registered Nurse with graduate nurse/Enrolled Nurse.

#### **41.2 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 a CWMA, the rostered hours of all Employees who are on Extended Leave will be fully replaced.

#### **41.3 Agency and Nurse Bank Staff**

- (a) In order to ensure the effective operation of the CWMA, each Employer will endeavour to meet the CWMA 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.

A nurse bank Employee is a direct Employee of an Employer 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 is otherwise engaged in accordance with the casual provisions in this Agreement in the relevant classification.

#### **41.4 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.

#### **41.5 Midwifery Continuity of Care Models**

- (a) The persons covered by this Agreement support the introduction of midwifery continuity models that are proposed within the following parameters. It is the intention of the parties that Employers wishing to implement a continuity of care model will only do so in accordance with this provision.
- (b) Existing Models
  - (i) The terms of existing continuity model arrangements in respect of remuneration and other matters are to be reviewed by Employers to align them with this clause. The reviewed arrangements are to be provided as per clause 42 of this Agreement.
  - (ii) Remuneration arrangements in a model commenced before 30 September 2007 must comply with one of the remuneration options contained in paragraph (d) below, but otherwise continue to operate.
- (c) Minimum requirements for Proposal
  - (i) Continuity of Midwifery care (eg. Caseload, team, shared care etc) models may be proposed by an Employer following the process under clause 42 of this Agreement. The ANF Secretary will be advised of the proposal in writing at the time of its referral to the Local Health Agency Committee (**LHAC**).

- (ii) All proposals must take into account and address the following guidelines within the context of provision of optimum care for pregnant women and mothers and the Employer's care philosophy and policies and service viability.
- (iii) Models should aim for continuity of care including pre-natal care, labour and birth care, postnatal and community care.
- (iv) Changes to employment patterns (including hours) will be agreed as part of the consideration of a proposal and entitlements will apply in accordance with the new pattern of work (including hours), this Agreement and these provisions. For midwives not entering the model, existing work patterns (including hours) and entitlements will continue unless otherwise agreed between the Employer and the midwife.
- (v) The model arrangements must include appropriate back up and support by other midwives at all times, including the ability to hand over to other suitably qualified and skilled midwives (including midwives not participating in the model). For example, the arrangements should include suitable provisions consistent with the operation of the model to provide back-up, support and relief for circumstances such as meal breaks, emergency assistance, birthing assistance etc.
- (vi) The caseload per one EFT midwife will not exceed 45 women (booked in) per annum, with proportional caseloads to be allocated to part-time midwives.
- (vii) Clinically effective arrangements will be maintained at all times to ensure optimal client outcomes.
- (viii) Local arrangements are to be agreed and resourced to ensure compliance with this Agreement (save as to remuneration, the options for which are set out below). Subject to the terms of a verified proposal made in accordance with clause 42 of this Agreement, nurse patient ratios provided for by this Agreement will be met.
- (ix) Average full time day standard of 8 hours to be the objective with the absolute maximum of 12 hours.
- (x) Midwives to be provided with sufficient flexibility to meet client needs in accordance with local arrangements and this Agreement.
- (xi) The proposal will ensure that handover to another midwife (which may include a midwife not participating in the model) shall be available between 8 and 12 hours of duty.
- (xii) The 4 days clear of duty and on call provided for in this Agreement to apply.
- (xiii) Appropriate managerial and midwife classification structure to be included in the model, taking into account the extent and size of the model and its interrelationship with existing maternity services at the local facility, the nursing career structure and this Agreement.
- (xiv) Full indemnity arrangements to be maintained by the Employer.
- (xv) Vehicle provided or relevant vehicle allowance payable.
- (xvi) Professional development support to be available as per this Agreement, with additional support to be agreed between the Employer and Employee, as required.

- (xvii) Appropriate occupational health and safety provisions, including no lift/violence and aggression/communication/equipment/etc.
  - (xviii) The model shall not in any way operate to reduce or preclude the provision of MCH nursing services to clients.
  - (xix) The model must clearly and explicitly outline the inter-relationship between the existing maternity services (and, if necessary, existing services related to maternity services) and the proposed model.
- (d) Remuneration Options
- (i) Remuneration options for any new model to be introduced shall be processed as follows:
  - (ii) All four remuneration options (including 41.5(c)(xviii)) which applies to each option) outlined below shall be contained in any proposal to introduce a continuity model for consideration by the LHAC:

#### **Option 1**

Midwives participating in the model will access minimum/agreed weekly nursing hours in accordance with the midwives' contracts of employment and this Agreement.

For the first roster period of the model, the midwives shall receive their minimum/agreed base rate (without penalties and allowances as prescribed by this Agreement).

For the second and subsequent roster periods of the model, the midwives shall receive their minimum/agreed base rate along with the monetary equivalent of penalties and allowances actually incurred for the preceding roster period.

Agreed penalties and allowances to apply.

#### **Option 2**

A minimum number of normal hours to be worked in the continuity midwifery program is to be agreed between the Employer and the Employee. Ante natal, post natal and DOM visits are paid at ordinary hours with weekend penalties being applicable where post natal and DOM visits occur on the weekend.

0800 to 1600 paid overtime rates if required to attend a birth or for other unpredictable care, if not arranged 24 hours in advance.

1600 to 0800 and weekends paid an on call allowance and overtime rates if called in to attend a birth or for other unpredictable care, if not arranged 24 hours in advance.

Additional days annual leave pro rata for weekend workers and 4 clear days as per this Agreement.

#### **Option 3**

Strict observance of this Agreement.

#### **Option 4**

A commuted loading on salary is paid to encompass applicable Agreement penalties and allowances which would normally be paid as they occur according to the actual number and pattern of hours worked. Applicable penalties and allowances will be agreed taking into account the context, often including team arrangement of work allocation and self-management

of hours. The commuted loading is to be initially calculated and agreed based on expected patterns of work.

The initial loading is to be reconciled against actual work patterns monthly for the first three months and any variance subject to adjustment of the loading or work hours to equate payments received with hours actually worked. Overpayments will not be subject to recovery of moneys, however, the Employer may require additional hours to be worked in an area where the midwife is clinically competent during the ensuing month only if the actual hours worked by the midwife are less than the agreed working hours.

After the first three months the level of loading will be set and reconciliation will then occur each six months with any necessary adjustment to hours or loading as above.

- (iii) Where there is majority support for any remuneration option or options, then that remuneration option or options shall be put to a vote of the midwives concerned;
  - (iv) Where there is no majority agreement for an option or options to be put to a vote, then the two most favoured options shall form part of the proposal to be put to a vote of the midwives concerned.
- (e) Midwives not in the model
- (i) Participation in the model for midwifery staff is voluntary. Subject to operational requirements (eg where a midwife has been replaced on the ward whilst participating in the model) midwives shall be able to elect to participate/cease participating in the model provided adequate notice is provided. No midwife will lose her/his job by reason of the introduction of a continuity of care model.
  - (ii) Details of arrangements for midwives not entering the new model shall be contained within the proposal. Whether working in a new model or not, arrangements shall be such that midwives can have access with their Employer and be able to perform the range of midwifery duties at an equivalent level to the access and performance provided prior to the implementation of the model in order to maintain their skill base.
- (f) Advertising Positions in the Model

Once a proposal has been verified in accordance with clause 42 of this Agreement, an Employer shall be entitled to advertise for new Employee midwives to participate exclusively in the model(s) and paragraph (e)(i) above shall not apply, ie the newly employed midwives would not be able to elect to cease participating in the model.

- (g) Evaluation
- (i) Informal evaluation by nursing management, ANF nominated representatives and relevant staff of a new model in operation at a service shall occur in the first instance on a monthly basis, with a comprehensive and formal review no later than 12 months after the introduction of the model with further reviews at agreed intervals thereafter.
  - (ii) It is noted that any new model will automatically be required to report on the model in an identical manner as all other maternity services providers, and this information will be provided to the evaluation parties as outlined in paragraph (g)(i).

- (h) Dispute Resolution
  - (i) In the event of any dispute arising between an Employer and the ANF relating to the continuation or implementation of midwifery continuity of care models and this clause, it shall in the first instance be referred to ANF/VHIA/the Department of Health for consideration and consultation.
  - (ii) In the event the dispute is unable to be resolved in accordance with paragraph (h)(i), it shall be processed in accordance with the Disputes Settling Procedures of this Agreement.

## **42 Workload Management/Ratios and Rosters**

- 42.1** Other than in accordance with this clause, the ratios in Schedule C of this Agreement form the minimum nurse/midwife staffing levels to apply to all wards and units.
- (a) The parties to this Agreement strongly support the need for nursing resources to be used effectively and efficiently, and recognise that nursing workload impacts on quality patient care and profoundly affects nurses/midwives work and performance.
  - (b) When considering a deviation from the minimum nurse to patient ratios as provided for under these clauses, the primary considerations will be the impact on quality of patient care. Nothing in this provision allows for the unilateral changing of an Employee's contract of employment
  - (c) The following are considerations, where relevant, that must be addressed in any proposal to reduce, increase or redistribute nursing hours:
    - (i) Patient Profile – consideration of patient case mix, age of patient, complexity, length of stay and throughput of patients in the clinical setting e.g. emergency admissions, elective admissions and transfers to/from critical care areas; and
    - (ii) The capacity of nursing/midwifery staff to complete their duties within existing work hours; and
    - (iii) Quality of care/clinical risk, including nurse sensitive adverse outcomes such as falls (with or without injury), urinary tract infections, pneumonia, decubitus ulcers, thrombosis, sepsis and medication errors (with or without patient consequences);
    - (iv) OH&S considerations such as physical environment and staff safety; and
    - (v) Nursing/Midwifery staff engagement.
- 42.2 Redistribution of nursing hours**
- (a) Where the Employer and/or the nursing staff of a particular ward or unit seek to increase or redistribute the nursing hours generated by the ratios (and any additional nursing EFT allocated to that ward or unit under this or the 2007 Agreement or the 2009 Agreement), this may occur by applying the terms of this Clause 42.2.
  - (b) The existing staffing ratios (or agreed CWMA) may be used (as a minimum) to generate a parcel of nursing hours over a 28 day period that may be redistributed within the ward or unit. For example a Level 3 medical surgical ward of 30 beds would generate this amount of nursing hours:



Specialty	No beds	AM ratio	PM ratio	ND ratio	Beds div by AM ratio	Beds div by PM ratio	Beds div by ND ratio
<b>Medical Ward</b>							
Medical	30	5	5	8	6	6	4
Hours per day					48	48	40
Hours per week					336	336	280
Hours per 4 weeks					1344	1344	1120
Total nursing hours							3808

(above example is based on automatic rounding up at 50%.)

- (c) The number of nursing hours generated over the 28 day period (in the example above 3,808 hours) may be redistributed to that ward's nursing roster subject to the following principles:
- (i) The full number of nursing hours generated over the 28 day period (in the example above 3,808 hours) must be utilised as nursing hours on that ward or unit within the 28 day cycle.
  - (ii) Nursing hours relate to direct patient care hours and do not include the additional components of in-charge, or nursing education, clinical consultancy, nurse practitioner or the like if not requiring a patient load as part of the role, and do not include coverage for any form of leave or absence.
  - (iii) At no time will the ward or unit have less than 2 nurses on a shift, one of whom must be a Registered Nurse, except where a ratio less than this is provided for in Schedule C.
  - (iv) The redistribution of hours must be based on a genuine and reasonable belief having regard to the considerations in 42.1(b) and 42.1(c), the workloads and that delivery of quality patient care will be maintained or improved by the redistribution.
  - (v) Short shifts (as defined) shall not be utilised other than in accordance with the terms of this Agreement.
  - (vi) Current shift lengths being worked by Employees shall continue to be honoured and applied unless the Employee agrees to an alternative.
  - (vii) Agreement requirements as to skill mix continue to apply.
- (d) The Employer will provide, in writing, the proposal to redistribute the nursing hours to all affected nursing staff and provide information that addresses each of the considerations referred to in 42.1(b) and 42.1(c).
- (e) A maximum of two weeks from the date of provision of the information in 42.1(d) will be provided for consultation, with implementation from the beginning of the next roster period.

### 42.3 Below ratios distribution

- (a) The Employer or the nursing staff may propose:

- (i) not to utilise the full number of nursing hours generated over the 28 day period (in the example above 3,808 hours) as nursing hours on that ward or unit within the 28 day cycle; or
  - (ii) to increase the number of short shifts beyond the number referred to in clause 52.4.
- (b) In these circumstances, the Employer shall provide the proposal to reduce the nursing hours (other than a reduction of rostered hours after a period of increased hours due to seasonal demand) in writing to all affected nursing staff. The proposal will address each of the considerations in 42.1(b) and 42.1(c); and
- (i) A copy of the proposal will be simultaneously forwarded to the Secretary of the ANF.
  - (ii) A period of up to one month will be provided for consultation.
  - (iii) Subject to clause 42.5, the proposal may be implemented from the beginning of the next roster period.

#### **42.4 Alternative staffing model**

- (a) As an alternative to 42.2 or 42.3 above, the Employer may propose to trial an established Nursing Hours per Patient Day model like those in operation in other States.
- (i) The Employer and affected Employees (or their representatives) will agree on a trial process including the duration, scope, benchmarks, assessment methodology and review criteria.
  - (ii) Such a trial must be for an agreed period of not more than 14 months, with a complete review at 12 months.
  - (iii) Skill mix considerations will be consistent with the Agreement provisions applying to the category of health service undertaking the trial.
  - (iv) The review criteria must include the considerations contained in clauses 42.1(b) and 42.1(c).
  - (v) Continuation beyond the trial period will be subject to trial criteria meeting or exceeding pre-trial benchmarks.
  - (vi) An extension of the initial trial by agreement.

#### **42.5 Resolving disputes**

Where there is a dispute as to compliance with the processes provided for in this clause, either party may seek to progress the proposal through clause 11 of this Agreement. However, in exercising its powers, Fair Work Australia may only consider whether consultation in good faith has occurred having regard to the considerations in clauses 42.1(b) and 42.1(c). Accordingly, clinical aspects of the change remain the sole responsibility and accountability of the Employer and are not subject to consideration by Fair Work Australia.

#### **42.6 Filling of vacancies**

In order to ensure the effective operation of the CWMA, 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).

## **43 Staffing - Grade 3 and Above**

### **43.1 Registered Nurse - Nurse Unit Manager**

Subject to Part II of Schedule C of this Agreement:

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

### **43.2 Registered Nurse - Associate Nurse Unit Managers**

Subject to Part II of Schedule C of this Agreement:

- (a) ANUMs are appointed to undertake in-charge functions during the off duty periods of the NUMs. 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 NUM.
- (b) When the NUM is absent for in excess of five days, the relieving ANUM shall be paid at the minimum rate for the NUM for the entire period of relief and another Registered Nurse 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) 24 Hour a day, seven days per week wards/units
  - (i) In all 24 hours a day, seven days per week areas, there must be five EFT ANUM shift positions available for appointment, and four out of the five of the positions must be permanently appointed.
  - (ii) Nothing in any of these provisions prevents ANUM positions being either full-time or part-time.
  - (iii) The 5th EFT of ANUM may be permanently appointed to, or may be utilised to provide non-appointed nurses with experience as an ANUM.
  - (iv) Where a minimum of four EFT of ANUMs are permanently appointed, and a Registered Nurse other than an ANUM is required to act in charge during the off duty period of a NUM (which event shall be the exception to the rule), such Registered Nurse shall be paid at the minimum rate applicable to the ANUM position which would normally be in charge on that shift.
  - (v) Where due to recruitment difficulties or delays or to circumstances beyond an Employer's control less than four EFT of ANUMs are permanently appointed and a Registered Nurse, other than an ANUM, is required to act in charge during the off duty period of a NUM (which event shall be the exception to the rule) the Registered Nurse shall be paid at the minimum rate for the NUM for the entire shift.
  - (vi) Paragraph (v) above does not apply to a Registered Nurse who is required to act in charge in the following circumstances:

- (A) where an ANUM in whose place the Registered Nurse acts, is on any form of leave; or
  - (B) for a reasonable period during which a replacement ANUM is sought to be employed to fill a vacancy created by the termination of employment of an ANUM in whose place the Registered Nurse acts.
- (vii) In the circumstances set out in paragraphs (vi)(A) or (B) the Registered Nurse acting in charge shall be paid at the minimum rate applicable to the ANUM position which would normally be in charge of that shift.
- (viii) Where an Employer experiences difficulties in recruiting Employees to permanent ANUM 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.
- (d) Non-24 hour a day, seven days per week wards or units
- the Employer is to appoint an ANUM to cover all off duty periods of the NUM and, if a Registered Nurse who is not an appointed ANUM is required to act in charge during the off duty period of a NUM (which event shall be the exception to the rule) the Registered Nurse shall be remunerated at the minimum rate for the NUM for the entire shift.

#### **43.3 Higher Duties for ANUM**

Despite clause 49 and provided that clause 43.2 above is complied with, a Registered Nurse who relieves in an ANUM position 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.

#### **43.4 Registered Nurse - Director of Nursing**

Despite any other provisions of this Agreement, each Employer must employ a full-time Director of Nursing ("**DON**"), classified in accordance with this Agreement on each campus, excluding community health centres.

#### **43.5 Registered Nurse - Night Nurse in Charge/Supervisor**

- (a) A Registered Nurse 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 paragraph (a) is attached at **Appendix 3** to this Agreement.
- (c) For the purpose of this clause 43.5, "campus" does not include a community health centre.

## **44 Overtime**

### **44.1 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.
- (iii) In accruing or calculating payment of overtime, each day or shift will stand alone.
- (iv) The matters dealt with below form part of the affected Employer's CWMA. For the avoidance of doubt and despite paragraph (a)(ii) above:
  - (A) 12 hour shift arrangements that are reduced to writing and signed by the Employer party and the ANF 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 42 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 42 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 paragraph (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 have the matter dealt with in accordance with the Dispute Resolution Procedure in the Agreement..

#### **44.2 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.

#### **44.3 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) Paragraph (b) will not apply when overtime is continuous with completion or commencement of ordinary working time.

**44.4** 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, such time shall be paid in accordance with this clause at the rate of pay which applied on the day the overtime was worked

**44.5** 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.

**44.6 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.

**44.7 Transport following overtime – all Employees**

In the event of any Employee finishing any period of overtime at a time when reasonable means of transport are not available for the Employee to return to her/his place of residence the Employer shall provide adequate transport free of cost to the Employee.

## **45 Oncall/Recall**

**45.1 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 rostered to be on-call shall be paid the "on-call allowance" set in Schedule B, per 12 hour period or part thereof.
- (c) 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.
- (d) If an Employer cannot provide four clear days off duty to an Employee under paragraph (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:

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

- (e) To determine whether an entitlement arises under paragraph (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.
- (f) 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.
- (g) Any leave accrued under this clause shall not attract any projected penalties or annual leave loading.
- (h) The obligations as they apply to a particular health service, ward or unit under paragraphs (a) to (f) may be varied in accordance with clause 42 of this Agreement.
- (i) 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 the "on-call allowance" set in Schedule B, per 12 hour period or part thereof.

**45.2 Alternate On Call Allowance (Four Clear Days).**

- (a) An Employer or Union may propose that all Employees at a particular campus be covered by an alternate arrangement to that in clause 45.1. The proposal may be implemented where the Employer, the Union and the majority of affected nursing staff genuinely agree.
- (b) Any arrangements adopted in accordance with this clause shall be recorded in writing and copies shall be provided to Employees to whom the arrangements apply.

**45.3 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.

## 46 Other Allowances

### 46.1 Uniform and Laundry Allowance

- (a) 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. Payment in lieu of providing the uniform is not permitted.
- (b) Where a uniform is not provided by the Employer the Employee shall be paid a uniform allowance at daily or weekly rate set out in section C of Schedule B, whichever is the lesser amount in total.
- (c) Where laundering by or at the expense of the Employer is not provided, the Employee shall be paid a laundry allowance at the daily or weekly rate set out in section C of Schedule B, whichever is the lesser amount in total.
- (d) The uniform allowances but not the laundry shall be paid during all absences on leave, except absence on long service leave and absence on sick leave beyond 21 days. Where, prior to taking leave, an Employee was paid a uniform allowance other than at the weekly rate, the rate to be paid during absence on leave shall be the average of the allowance paid during the four weeks immediately preceding the taking of leave.
- (e) Where an Employer provides an Employee with uniforms, all articles so provided remain the property of the Employer.

### 46.2 Meal Breaks

- (a) Employees are entitled to meal breaks in accordance with the Roster and Meal Break provisions of this Agreement and not be less than 30 minutes duration. Employees are entitled to leave the ward/unit area for such breaks.
- (b) An 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%.
- (c) Where Employees are regularly unable to take their meal breaks then a "crib time" arrangement should operate so that the Employees are granted a paid meal interval of not less than twenty minutes to be commenced after completing three hours and not more than five hours of duty.

### 46.3 Meal allowance

- (a) An Employee shall be supplied with an adequate meal where an Employer has its own cooking and dining facilities or be paid meal money in addition to any overtime payment as set out in Schedule B in the following circumstances:
  - (i) In addition to a shift:
    - (A) an Employee when required to work after the usual finishing hour of work on a shift beyond one hour (Monday to Sunday inclusive), (allowance A);
    - (B) an Employee when required to work after the usual finishing hour of work on a shift beyond five hour (Monday to Sunday inclusive), (allowance A and Allowance B);
  - (ii) On a rostered day off:
    - (A) an Employee when required to work more than five hours overtime,(allowance A);
    - (B) an Employee when required to work more than nine hours overtime (Allowance A and B);



- (iii) These foregoing provisions shall not apply where an Employee could reasonably return home for a meal within the period allowed;
- (iv) on request meal money shall be paid on the same day as overtime is worked.

#### **46.4 Telephone allowance**

Where an Employer requires an Employee to install and/or maintain a fixed telephone line for the purposes of being on call the Employer shall refund the installation costs and pay a fortnightly Telephone Allowance as set out in Schedule B.

#### **46.5 Childcare Allowance**

- (a) Where Employees are required by the Employer to work outside their ordinary rostered hours of work and where less than 24 hours' notice of the requirement to perform such overtime work has been given by the Employer, other than recall when placed on call, the Employee will be reimbursed for reasonable childcare expenses incurred.
- (b) Evidence of expenditure incurred by the Employee must be provided to the Employer as soon as practicable after the working of such overtime.

#### **46.6 Vehicle allowance**

- (a) Where an Employee is required to provide her/his own mode of conveyance in connection with his/her duties, she/he shall be paid a vehicle allowance as set out in Schedule B . Provided that there be a minimum payment of the amount set out in Schedule B for each occasion of use.
- (b) For the purpose of Schedule B, PMU means power mass units as stated in the certificate of registration for the vehicle.

## **47 Modes of Employment**

### **47.1 Full-time employment**

- (a) A full-time Employee is one who is employed and who is ready, willing and available to work a full week of 38 hours or an average of 38 hours as per clause 51 as may be varied in accordance with clause 42 at the times and during the hours as may be mutually agreed upon or in the absence of such agreement as prescribed by the Employer.
- (b) Subject to the provisions of paragraph (a) such Employee shall be paid the weekly salary appropriate to the Employee's classification, irrespective of the number of hours worked not exceeding 38, or an average of 38 per week.

### **47.2 Part-time Employee**

- (a) A part-time Employee is one who is employed and who is ready, willing and available to work on a regular basis any number of hours up to but not exceeding 38 hours in any one week (or an average of 38 hours per week as per clause 51 as may be varied by clause 42) provided that the number of hours worked may vary from week to week by mutual agreement. Such Employee shall be paid per hour worked an amount equal to 1/38th of the weekly salary appropriate to the Employee's classification, provided that clauses 28 - Special rates for Saturdays and Sundays and 55.5 will also apply to part-time Employees. Payment in respect of any period of annual leave or long service leave to which an Employee may become entitled shall be on a pro rata basis.

- (b) Payment in respect of any period of paid sick leave (where an Employee has accumulated an entitlement) and compassionate leave shall be made according to the number of hours the Employee would have worked on the day or days on which the leave was taken so as not to reduce the Employee's salary below that level which such Employee would have received had such Employee not been absent.

#### **47.3 Casual Employee**

- (a) A casual Employee is one 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, but does not include an Employee who could properly be classified as a full-time or part-time Employee under clause 47.1 and 47.2
- (b) A casual Employee shall be paid per hour worked an amount equal to 1/38th of the weekly salary set out in Schedule B appropriate to the class of work performed plus 25%.
- (c) In addition, a casual Employee shall be entitled to receive the appropriate uniform and other allowances prescribed herein.
- (d) The provisions of clause 14 - Annual leave, clause 18 – Personal leave, clause 19 – Compassionate leave, clause 21 - Long service leave (other than for Enrolled Nurses in accordance with the NES), clause 25 – Professional Development and Associated Entitlements and clause 35 - Notice Period, shall not apply in the case of a casual.
- (e) Minimum Engagement
  - (i) The minimum engagement for a casual employee will be two hours

#### **47.4 Examination leave**

- (a) Subject to that stated below, and in addition to any entitlement an Employee may have under clause 25 – Professional Development and Associated Entitlements, Employees shall be entitled to an additional five days paid leave in any one year for the purposes of undertaking and/or preparing for examinations in a course of study. Leave entitlements pursuant to this clause shall not accumulate from year to year.
- (b) Entitlement to leave pursuant to paragraph (a) shall be available to full-time and part-time Employees who are employed to work on average for [at least] three shifts or 24 hours per week.
- (c) Entitlement to leave pursuant to paragraph (a) shall be subject to an Employee having been employed in the particular Employer for eighteen months immediately prior to taking of examination leave.
- (d) Entitlement to leave pursuant to paragraph (a) shall be granted for studies which are related to Classification in Grades duty requirements, relevant to advancement through the career structure and to employment at the establishment and would normally be undertaken in a Tertiary Institution.
- (e) Entitlement to leave pursuant to paragraph (a) shall be taken at a time that is agreed between the Employer and the Employee. The Employer shall not unreasonably withhold approval for such leave.

## 48 Payment of Salaries

- (a) Salaries shall be paid during working hours on a week day being not more than five days following the end of the pay period provided that:
- (i) when a Bank Holiday occurs between the end of the pay period and the usual pay-day payment may be postponed by one day for each Bank Holiday so occurring during that period but payment must still be made on a week day (the expression **pay-day** in this clause includes the week day designated as a pay-day pursuant to this proviso);
  - (ii) an Employee who is rostered off duty on the pay-day, but who works any period of rostered duty between 10.00 a.m. on the Monday preceding the pay-day and the pay-day itself shall be paid during working hours before completing duty prior to pay-day;
  - (iii) when an Employee does not work a rostered period of duty between 10.00 a.m. on the Monday preceding the pay-day and the pay-day itself, payment may be postponed until that Employee's next rostered period of duty but the Employee's salary shall be available for collection on the pay-day;
  - (iv) an Employee shall be supplied at the time of receiving his or her pay with a statement in writing in accordance with the Regulations of the Act;
  - (v) where the system of working provides for the taking of Accrued Days Off (ADOs) and an Employee's employment is terminated:
    - (A) one or more ADOs have been granted in advance; or
    - (B) an ADO has been taken during the work cycle during which the Employee is terminated,  
the salary due to that Employee shall be reduced by the total of the ADOs taken in advance, and/or the total un-accrued portion of the ADO granted in that work cycle as the case may be;
    - (C) an Employee who has not worked a complete twenty day four week cycle (or five week cycle) as the case may be, shall receive pro rata accrued entitlements for each day worked or regarded as having been worked (i.e. paid leave) in such cycle payable for the accrued day off.

## 49 Higher Duties

Subject to clauses 43.2 and 43.3:

- (a) any Employee (except a Deputy Director of Nursing, a Deputy Principal Nurse Educator or a Principal Nurse Educator) engaged in any one day or shift for more than two hours on duties carrying a higher rate than the classification in which she/he is ordinarily employed shall be paid for the full day or shift at the minimum rate for that higher classification but if so engaged for two hours or less only the time so worked shall be paid for at that higher rate.
- (b) A Deputy Director of Nursing, a Deputy Principal Nurse Educator or a Principal Nurse Educator who is called upon to relieve an Employee in a higher classification for a period in excess of five days, shall be paid at the minimum of that higher classification for the entire period of relief.

## **50 Advertisement of Position**

Any notice, circular or advertisement for a position regulated by this Agreement shall specify the salary grade or sub-grade, or level applicable.

## **51 Hours of Work**

### **51.1 Hours for an ordinary week's work**

- (a) The hours for an ordinary week's work shall be 38, or be an average 38 per week in a fortnight or in a four week period (or by mutual agreement, a five week period in the case of an Employee working ten hour shifts) and shall be paid either:
  - (i) in a week of five days in shifts of not more than eight hours each; or
  - (ii) by mutual agreement in a week of four days in shifts of not more than ten hours each; or
  - (iii) by mutual agreement, provided that the length of any ordinary shift shall not exceed ten hours; or
  - (iv) in 76 hours per fortnight to be worked as not more than ten days of not more than eight hours each; or
  - (v) in 152 hours per four week period to be worked as nineteen days each of eight hours.
- (b) Subject to the roster provision clause 26 - Rosters, not more than 48 ordinary hours be worked in any week.
- (c) With the exception of time occupied in having meals pursuant to clause 46.2 (which shall be a period of not less than 30 minutes for each meal) with one additional break if same is required by the Employer, the work of each shift shall be continuous provided that no such additional break shall be required in respect of rostered hours of ordinary duty finishing on the day after commencing duty or commencing after midnight and before 5.00 a.m.

### **51.2 Minimum payment for work done in any week - Employees in Early Parenting Centres only**

Notwithstanding the provisions of clause 51 - Hours of work and clause 47 - Modes of employment, an Employee in an Early Parenting Centre who is willing and available for work shall if employed for less than nineteen hours in any week receive a minimum of half a week's ordinary salary for the class of work done, but if he/she is employed for nineteen hours or more, he/she shall receive a minimum of a full ordinary week's salary for the class of work done.

### **51.3 Implementation of 38 hour week**

- (a) The methods of implementation of the 38 hour week shall be in accordance with those set out in clause 51.1.
- (b) In each Employer establishment an assessment should be made as to which method of implementation best suits the business and the proposal shall be discussed with the Employees concerned, the objective being to reach agreement on method of implementation by the earliest possible date.
- (c) Circumstances may arise where different methods of implementation of a 38 hour week apply to various groups or sections of Employees in the establishments concerned.

#### **51.4 Procedures for in-establishment discussions**

- (a) Procedures shall be established for in-establishment discussions, the objective being to agree on the method of implementing a 38 hour week in accordance with clause 47 - Modes of employment, and clause 51.1 and entailing an objective review of current practices to establish where improvements can be made and implemented.
- (b) The procedure should allow for in-establishment discussions to continue.
- (c) The procedures should make suggestions as to the recording of understandings reached and methods of communicating agreements and understandings to all Employees, including the overcoming of language difficulties.
- (d) The procedures should allow for the in-establishment monitoring of agreements and understanding reached.
- (e) In cases where agreement cannot be reached in-establishment in the first instance or where problems arise after initial agreements or understandings have been achieved in-establishment, a formal monitoring procedure shall apply. The basic steps in this procedure shall be as prescribed in clause 11 - Disputes Settling Procedures.
- (f) Separate to these procedures the Employer organisations may provide assistance and guidance to their members on the subject to be dealt with in-establishment discussions and on other relevant matters.

## **52 Specific Shift Length provisions**

**52.1** A day off in each four or five week roster cycle will accrue for all full time Employees.

**52.2** Unless the CWMA is varied in accordance with clause 42:

- (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.

**52.3** The Hours of work at West Gippsland Healthcare Group and Mansfield Hospital shall be as set out in 52.2(a) and 52.2(b) above.

**52.4** The obligations as they apply to a particular ward or unit under paragraph (a) 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 42, 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.
  - (i) To avoid doubt, a short shift is not to be rostered on a night duty shift.
  - (ii) Subject to paragraph 52.4(a)(iii) below, all short shifts must commence and conclude within the ordinary commencement and completion times of the "am" shift or "pm" shift.
  - (iii) A ward or unit may utilise one shift per day that commences before 12.00 pm and concludes during the "pm" shift (a cross-over shift). If this shift is a

short shift, only one other short shift may be utilised on that day in that ward or unit.

- (b) Despite the provisions of paragraph 52.4(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.

## **53 Rest Intervals**

- (a) At a time suitable to the Employer two rest intervals of ten minutes each shall be given to all Employees during each day or rostered shift and shall be counted as time worked.

## **54 Fellowships**

- (a) A student who is enrolled in a course of training that will lead to registration as a Registered Nurse may be employed by an Employer in short term employment (eg. during semester breaks) in order to gain additional clinical exposure to nursing.
- (b) It is at the discretion of each Employer as to whether they participate in the program to engage fellowship students. A fellowship student may only be employed by an Employer in a supernumerary position and supported by an appropriate supervisor.
- (c) The terms and conditions of employment in the fellowship program shall be those agreed between the Employer and the ANF

## **55 Allowances**

### **55.1 Qualification Allowance – Registered Nurse or Midwife**

- (a) A Registered Nurse or a Midwife will be entitled to a qualification allowance set out in section C of Schedule B, as calculated in accordance with the below subject to the following:
  - (i) a Registered Nurse or-Midwife holding more than one qualification is only entitled to one qualification allowance, being the allowance for the highest qualification held having regard to paragraph (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:

- the clinical or other area of work of the Registered Nurse or Midwife;
  - the classification and position description of the Registered Nurse or Midwife;
  - whether the qualification would assist the Registered Nurse or Midwife 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 or Midwife is employed.
- (iii) a Registered Nurse or Midwife claiming entitlement to a qualification allowance must provide to the Employer evidence of that Registered Nurse or Midwife 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 or Midwife in respect of that Employee's basic training
- (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 or Midwife who holds a Hospital Certificate or Graduate Certificate (or equivalent) shall be paid, in addition to their salary, 4.0% of the Base Rate.
- (c) A Registered Nurse or Midwife who holds a Post-Graduate Diploma or a Degree (or equivalent) (or a Double Degree in Nursing and Midwifery) (other than a nursing undergraduate shall be paid, in addition to her or his salary, 6.5% of the Base Rate.
- (d) A Registered Nurse or Midwife who holds a Masters or Doctorate, shall be paid, in addition to their salary, 7.5% of the 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.

## **55.2 Qualification Allowance – Enrolled Nurse**

An Enrolled Nurse will be entitled to a qualification allowance set out below.

- (a) An Enrolled Nurse who holds a certificate or qualification (which is in addition to the minimum qualification held by the nurse for registration in which it is demonstrated that at least one component 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, but not including a pre or post-registration course leading to endorsement to administer medication - 4% of the EN qualification allowance rate; or
  - (ii) a certificate or qualification for a course of twelve months duration – 7.5% of the EN qualification allowance rate; such that
  - (iii) The **EN qualification allowance** rate is the weekly rate for an EN 1.6.

- (b) Provided that only one allowance is payable to each eligible Enrolled Nurse, 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) An Enrolled Nurse claiming entitlements to a qualification allowance must provide the Employer with evidence of that Enrolled Nurse holding the qualification for which the entitlement is claimed.
- (e) For the avoidance of doubt, a qualification allowance cannot be claimed by an Enrolled Nurse in respect of that Employee's base qualification leading to initial registration as an Enrolled Nurse,

### **Post Basic Nursing Courses in Australia for Enrolled Nurses in Victoria**

Communicable Diseases Nursing (twelve months)	Fairfield Hospital
Maternity Nursing (six months)	Royal Women's Hospital
Operating Theatre Nursing (six months)	Royal Women's Hospital
Geriatric Nursing (six months)	Mount Royal Hospital Poplar Road Parkville, 3052

- (f) Notwithstanding anything contained elsewhere in this clause an Enrolled Nurse who holds any other certificate or qualification which may from time to time be approved by the NMBA and who is required to use such certificate or qualification shall be paid an allowance as set out above for a course of six months duration or 7.5% of the EN qualification allowance rate for a course of twelve months' duration.

#### **55.3 Travel and Recall**

- (a) An Employee who is recalled to work outside ordinary rostered hours and who uses his or her vehicle for transport from home to place of work and return shall receive a vehicle allowance as per clause 46.6.
- (b) An Employee rostered on call and recalled who does not use her/his vehicle shall be provided at the expense of the Employer, with suitable transport for the inward journey and the provision of transport for the return journey shall be in accordance with clause 44.7.

#### **55.4 Travelling allowance**

- (a) Any Employee whose duties require her/him to travel shall be paid first class fares and all reasonable out-of-pocket expenses.
- (b) Any Employee engaged for a distant position where a definite period of engagement is not stated shall after six months' continuous service, receive a refund of first class railway, coach or plane fares and reasonable out-of-pocket expenses incurred within the State of Victoria in reaching such position.
- (c) Any Employee engaged for a distant position for a definite period shall, upon completion of the term of the engagement, receive first class railway, coach or plane fares or necessary mileage for use of private car for return trip and reasonable out-of-pocket expenses incurred in travelling within the State of Victoria.

#### **55.5 Shift allowance**



- (a) In addition to any other rates prescribed elsewhere in this Agreement an Employee whose rostered hours of ordinary duty finish between 6.00 p.m. and 8.00 a.m. or commence between 6.00 p.m. and 6.30 a.m. shall be paid an amount equal to 2.5% of the rate in Schedule B for Registered Nurse Grade 2, Year 1 per rostered period of duty.
- (b) Provided that in the case of an Employee working on any rostered hours of ordinary duty, finishing on the day after commencing duty or commencing after midnight and before 5.00 a.m. he or she shall be paid a night duty allowance as set out in Schedule B.
- (c) Provided that the shift allowance shall be calculated to the nearest 10 cents, an exact amount of 5 cents in the result going to the higher figure.
- (d) Provided further that this clause shall not apply to Director of Nursing and Deputy Director of Nursing.

## PART D – ENROLLED NURSES

### 56 No Lift Co-ordinator

A No Lift Co-ordinator other than a person classified in accordance with Grade 4A in 40.13 shall be paid at a Grade no less than their current classification and pay point.

### 57 Trainee

#### 57.1 Application

- (a) This clause applies only to the employment of a Trainee Enrolled Nurse undertaking Certificate IV in Nursing or Diploma of Nursing in Traineeship mode in Residential Aged Care where that Trainee at any time during their Training Contract forms part of the nurse to patient ratios or CWMA. A Trainee may only form part of nurse to patient ratios or the CWMA in residential aged care and in accordance with Clause 57.7.
- (b) A Trainee who is initially engaged to be supernumerary at all times during their Training Contract, but subsequently forms part of the nurse to patient ratios or CWMA, will for the entirety of their Training Contract be treated as a Trainee in accordance with 57.7 below.

Note: example - a Trainee is engaged under the YES program who was intended to be totally supernumerary for the duration of their Training Contract is subsequently utilised by the Employer to meet the nurse to patient ratios or CWMA in accordance with clause 57.7 when this was not anticipated at the commencement of the Training Contract.

#### 57.2 Definitions

- (a) **Approved Training** means that training which is specified in the Training Plan which is part of the Training Agreement registered with the relevant State or Territory Training Authority. It includes training undertaken both on and off-the-job in a Traineeship and involves formal instruction, both theoretical and practical, and supervised practice. The training reflects the requirements of a National Training Package or a Traineeship Scheme and leads to a qualification under the Australian Qualification Framework.

- (b) **Trainee** is an individual who is a signatory to a training agreement registered with the relevant Victorian Training Authority and is involved in paid work and structured training which may be on or off the job. "Trainee" does not include an individual who already has the competencies to which the traineeship is directed.
- (c) **Traineeship** means a system of training which has been approved by the relevant Victorian Training Authority, or which meets the requirements of a National Training Package developed by a National Industry Training Advisory Board and endorsed by the National Training Framework Committee, which leads to an Australian Qualifications Framework qualification specified by that National Training Package, and includes full time traineeships and part time traineeships including school-based traineeships.
- (d) **Training Agreement** means an agreement for a Traineeship made between an Employer and a trainee which is registered with the relevant Victorian Training Authority.

### **57.3 Training Conditions**

- (a) The Employer shall provide a registered nurse mentor to each Trainee during the traineeship period.
- (b) The Employer shall ensure that there is appropriate nurse education support available to those Trainees.

### **57.4 Employment Arrangements**

- (a) A Trainee Enrolled Nurse who immediately prior to commencing the traineeship was an existing employee of an Employer party to this Agreement shall, in the event their Traineeship is terminated by the Employer for other than serious and wilful misconduct, revert to their pre-traineeship position.
- (b) Where the employment of a Trainee by an Employer is continued after the completion of the traineeship period, such employment period shall be counted as service for the purposes of this Agreement or any other legislative entitlement.

### **57.5 Employment Conditions for Trainees**

- (a) The rates of pay for Trainee Enrolled Nurse wages engaged pursuant to this Clause shall be in accordance with Table 1 - Salaries, of Part B, and shall be the basis for the calculation of overtime and/or weekend rates prescribed by this Agreement.
- (b) A Trainee, whether full or part-time, will be permitted to be absent from work to attend clinical placements without loss of weekly salary or diminution of accrued leave entitlements.
- (c) All the terms and conditions of this Agreement that are applicable to a Enrolled Nurse shall apply unless specifically varied by this Clause, with the exception of Seniors and Certificate Allowances, On-call and telephone allowances, and Clause 25, save for 1 day per annum of Conference/Seminar Leave.
- (d) A Trainee will not be on-call during the period of their Training Contract.

### **57.6 Limitations**

- (a) A Trainee Enrolled Nurse shall be rostered so as to provide an 8 hours break before and after attending Approved Training or clinical placement.
- (b) Trainee positions are additional to existing positions. No existing Employee will lose employment as a result of the introduction of Trainees. An Employer will not dispense with the services of Employees for the purposes of appointing a Trainee before or after that appointment.

### **57.7 Patient/Resident Allocation**

- (a) A Trainee Enrolled Nurse does not, other than in accordance with sub-clause 57.7(b) or 57.7(c) , count towards meeting the nurse to patient ratios in this Agreement.
- (b) On successful completion of 75% of the Traineeship, including any credited Recognition of Prior Learning, a Trainee Enrolled Nurse will count as a Enrolled Nurse in ratios in residential aged care areas to which ratios or a CWMA apply. Provided that, for the purposes of ratios, there will be no more than one Trainee per am and one Trainee per pm shift per ward/unit.
- (c) Where the trainee completes the qualification in the Training Contract to the satisfaction of the Nursing and Midwifery Board of Australia earlier than the time specified in the Training Contract then the Trainee shall be considered a full Division 2 registered nurse for the purposes of the nurse to patient ratios and the Agreement terms and conditions for the duration of the Training Contract.

## **58 Allowances**

### **58.1 Change of Shift Allowance**

#### **(a) Change of Shift Allowance does not apply to new Employees**

- (i) This Allowance provided by clause 58.1 will not apply to an Employee unless that Employee was employed as an Enrolled Nurse by an Employer listed in Schedule A to this Agreement on the date that this Agreement came into operation (**Existing Employee**). A Certificate of Service in accordance with Appendix 5 shall constitute acceptable proof that the Employee was an Existing Employee, where that is indicated on the Certificate of Service.

#### **(b) Capping of Change of Shift Allowance for existing employees**

- (i) An Existing Employee who is an Enrolled Nurse who was employed by his or her Employer as at 11 June 2002, should be already receiving 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) of 2 change of shift allowances (or more) per pay period and this entitlement shall continue.
- (ii) An Existing Employee who is an Enrolled Nurse, to whom 58.1(b)(i) above does not apply, shall on and from 1 August 2012 receive a set number of change of shift allowances per pay period, determined as follows:
  - (A) The Employer shall calculate the Average for that Employee over the preceding 12 months and provide, by 1 July 2012, written notice to each Existing Employee (and their representatives) of the relevant Average to apply to that Employee (**Notice**). Where the average figure is not a whole number, rounding up will apply. at 0.5 or more, and rounding down at less than 0.5.
  - (B) if any Existing Employee (or their representative) considers that the Average is incorrect, they shall notify the Employer in writing by not later than 1 August 2012;
  - (C) if notification in writing is provided under paragraph 58.1(b)(ii)(B), the Employer and the Existing Employees (or their representatives) shall attempt to resolve the issue and, if agreement is reached the

Employer shall issue a revised Notice. If there is not agreement the matter will be dealt with under clause 11 of this Agreement;

- (D) once an Employer issues a Notice, the Average in that Notice will apply to that Existing Employee, unless and until the Employer issues a revised Notice under paragraph 58.1(b)(C).
- (E) The Average above will become the cap for that Employee and such entitlement shall be maintained for the duration of this Agreement, unless:
  - (1) an Employee chooses to work fixed shifts and never works shifts that would entitle the Employee to payment under the 2007 Agreement, and no cap applies unless a cap historically applied to employees working fixed shifts; or
  - (2) The Employee commences employment with a new Employer, in which case the applicable cap applies for that ward/area/campus/health service whichever is the higher.

## **58.2 Transitional provision until 1 August 2012**

- (a) Until 1 August 2012, where a roster for an Enrolled Nurse is fixed in advance by the Employer, and the Employee changes from working on one shift (**First Shift**) to working on another shift (**Next Shift**) in the roster, the Employee will be entitled to the change of shift allowance, but only if the time of commencement of the First Shift differs by four hours or more from that of the Next Shift.
- (b) Paragraph 58.2(c) does not apply to an Employee in any of the following circumstances:
  - (i) when an Employee chooses and works additional shifts from the supplementary roster (as defined); or
  - (ii) when an absence of four or more weeks of continuous approved leave intervenes between the relevant shifts; or
  - (iii) when one or more Employees swap shifts between themselves on an ad hoc basis (in any event, such swaps may only occur if they are approved by the Employer in writing); or
  - (iv) where paragraph 58.2(b)(i) applies.
- (c) The shift and change of shift allowances payable pursuant to the above shall be calculated to the nearest 5 cents, portions of a cent being disregarded.
- (d) Where an Employer and the majority of Enrolled Nurses 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 42 of this Agreement and it will be processed under that clause.
- (e) The shift and change of shift allowances payable pursuant to the above shall be calculated to the nearest 5 cents, portions of a cent being disregarded.

## **59 Training**

- (a) The parties bound by this Agreement recognise that in order to increase the efficiency and productivity of the Health and Nursing industries, a greater

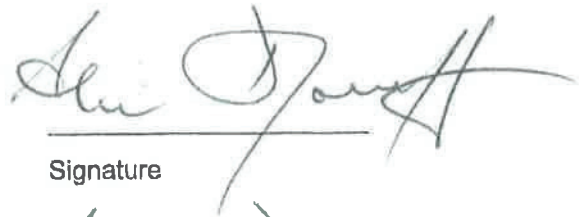
commitment to training and skill development is required. Accordingly, the parties commit themselves to:

- (i) developing a more highly skilled and flexible workforce;
  - (ii) providing Employees with career opportunities through appropriate training to acquire additional skills; and
  - (iii) removing barriers to the utilisation of skills acquired.
- (b) Through the establishment of a central training committee, the parties shall develop a training programme consistent with:
- (i) the current and future skill needs of the industry/enterprise;
  - (ii) the size, structure and nature of operations within the industry/enterprise;
  - (iii) the need to develop vocational skills relevant to the enterprise and the Health and Nursing industries through courses conducted by educational institutions and providers as accredited by the central training committee.
- (c) When it is agreed a training committee be established at the local level that training committee should be constituted by equal numbers of Employer and Employee representatives and have a charter which clearly states its role and responsibilities, for example:
- (i) Formulation of a training programme and availability of training courses and career opportunities to Employees;
  - (ii) Dissemination of information on the training programme and availability of training courses and career opportunities to Employees;
  - (iii) The recommending of individual Employees for training and reclassification;
  - (iv) Monitoring and advising management and Employees on the on-going effectiveness of the training.
- (d) Where as a result of consultation or through the local training committee and with the Employee/s concerned, it is agreed that additional training in accordance with the programme developed pursuant to paragraph (b) should be undertaken by an Employee, that training may be undertaken either on or off the job. Provided that if the training is undertaken during ordinary working hours the Employee concerned shall not suffer any loss of pay. The Employer shall not unreasonably withhold such paid training leave.
- (e) Any costs associated with standard fees for prescribed courses and prescribed textbooks (excluding those textbooks which are available in the Employer's technical library) incurred in connection with the undertaking of training shall be reimbursed by the Employer upon production of evidence of such expenditure. Provided that reimbursement shall also be on an annual basis subject to the presentation of reports of satisfactory progress.
- (f) Travel costs incurred by an Employee undertaking training in accordance with this clause which exceed those normally incurred in travelling to and from work shall be reimbursed by the Employer.
- (g) Paragraphs (b) , (c) and (d) shall operate as interim provisions and shall be reviewed after nine months' operation. In the meantime, the parties shall monitor the effectiveness of those interim provisions in encouraging the attainment of the objectives detailed in paragraph (a).

## **60 Reserved matters**

- 60.1** The VHIA and ANF will agree, within six months of the commencement date of this Agreement, on:
- (a) appropriate classifications and grades for Employees predominantly undertaking research;
  - (b) appropriate classifications and grades for Employees predominantly working within community health (recognising differences in models of care and structure between community health centres within public hospitals and stand-alone community health centres); and
  - (c) classification for after hours supervisors at Early Parenting Centres, and clarifying workload management issues given the model of care differences between Early Parenting Centres and the public hospital setting.
- 60.2** Pending the outcome of discussions under 60.1(a) , Employees predominantly undertaking research will be classified at the greater of:
- (a) their current classification where employed in research work as at 31 March 2012;
  - (b) the classification applying to the position, where the position was at a grade higher than Grade 3A as at 31 March 2012;
  - (c) Grade 3A;
- 60.3** Subject to the outcome of those discussions ensuring that all affected Employees are better off than would be the case under the Nurses Modern Award 2010, any classification structures agreed under 60.1 will take effect, from the operative date of that agreement, instead of the classification structures provided elsewhere in this Agreement.
- 60.4** Discussions under 60.1 will be held in private conference, chaired by Commissioner Gooley of Fair Work Australia.
- 60.5** Clause 11 of this Agreement will not apply to clause 60.

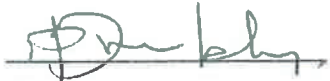
**SIGNED** for and on behalf of **EMPLOYERS** referred to in **Schedule A** by the authorised representatives of the **Victorian Hospitals' Industrial Association** in the presence of:



Signature

AIEL D JONES

Name (print)



Witness

PHILLIP MURPHY

Name of Witness (print)

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



Signature

LISA FITZPATRICK

Name (print)

P. Carew

Witness

PIP CAREW

Name of Witness (print)

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



Signature

KATHY JACKSON

Name (print)



Witness

MEGAN REEVE

Name of Witness (print)

# SCHEDULE A - LIST OF EMPLOYERS

1. Albury Wodonga Health (Wodonga Hospital)
2. Alexandra District Hospital
3. Alfred Health
4. Alpine Health
5. Austin Health
6. Bairnsdale Regional Health Service
7. Ballarat Health Services
8. Barwon Health
9. Bass Coast Regional Health
10. Beaufort and Skipton Health Service
11. Beechworth Health Service
12. Benalla Health
13. Bendigo Health Care Group
14. Boort District Health
15. Calvary Health Care Bethlehem Ltd
16. Casterton Memorial Hospital
17. Castlemaine Health
18. Central Gippsland Health Service
19. Cobram District Health
20. Cohuna District Hospital
21. Colac Area Health
22. Dental Health Services Victoria
23. Djerriwarrh Health Services
24. Dunmunkle Health Services
25. East Grampians Health Service
26. East Wimmera Health Service
27. Eastern Health



28. Echuca Regional Health
29. Edenhope & District Memorial Hospital
30. Gippsland Southern Health Service
31. Goulburn Valley Health
32. Heathcote Health
33. Hepburn Health Service
34. Hesse Rural Health Service
35. Heywood Rural Health
36. Inglewood & Districts Health Service
37. Kerang District Health
38. Kilmore & District Hospital
39. Kooweerup Regional Health Service
40. Kyabram and District Health Services
41. Kyneton District Health Service
42. Latrobe Regional Hospital
43. Lorne Community Hospital
44. Maldon Hospital
45. Mallee Track Health & Community Service
46. Mansfield District Hospital
47. Maryborough District Health Service
48. Melbourne Health
49. Mercy Public Hospitals Inc
50. Mildura Base Hospital
51. Moyne Health Services
52. Nathalia District Hospital
53. Northeast Health Wangaratta
54. Northern Health
55. Numurkah District Health Service
56. Omeo District Health

57. Orbost Regional Health
58. Otway Health and Community Services
59. Peninsula Health
60. Peter MacCallum Cancer Institute
61. Portland District Health
62. Robinvale District Health Services
63. Rochester & Elmore District Health Service
64. The Royal Children's Hospital
65. The Royal Victorian Eye & Ear Hospital
66. The Royal Women's Hospital
67. Rural Northwest Health
68. Seymour Health
69. South Gippsland Hospital
70. South West Healthcare
71. Southern Health
72. St Vincent's Hospital (Melbourne) Limited trading as St Vincent's Health Melbourne
73. Stawell Regional Health
74. Swan Hill District Health
75. Tallangatta Health Service
76. Terang & Mortlake Health Service
77. Timboon & District Health Care Service
78. Upper Murray Health and Community Services
79. West Gippsland Healthcare Group
80. West Wimmera Health Service
81. Western District Health Service
82. Western Health
83. Wimmera Health Care Group
84. Yarram & District Health Service
85. Yarrawonga District Health Service (trading as Yarrawonga Health)

86. Yea and District Memorial Hospital
87. Ballarat Community Health
88. Ballarat District Nursing and Healthcare Inc
89. Banyule Community Health
90. Bass Coast Community Health Ltd
91. Bellarine Community Health Ltd
92. Bendigo Community Health Services Inc
93. Bentleigh Bayside Community Health Service Inc
94. Castlemaine District Community Health Centre Inc
95. Central Bayside Community Health Services Ltd
96. Cobaw Community Health Service Ltd
97. Darebin Community Health Service
98. Darlingford Upper Goulburn Nursing Home
99. Dianella Community Health
100. Doutta Galla Community Health Service
101. EACH (formerly known as Eastern Access Community Health Inc)
102. Ensay Community Health Centre Inc.
103. Gateways Community Health
104. Gippsland Lakes Community Health
105. Grampians Community Health
106. Indigo North Health Inc
107. Inner East Community Health Services
108. Inner South Community Health Service Ltd
109. ISIS Primary Care Ltd
110. Koroit Health Services Inc
111. Knox Community Health Service Ltd
112. Latrobe Community Health Service
113. Lyndoch Warrnambool Inc
114. Macedon Ranges Health Services

115. Manningham Community Health Service Ltd
116. Merri Community Health Service Ltd
117. Mitchell Community Health Service
118. Monashlink Community Health Service Ltd
119. Nillumbik Community Health Service Ltd
120. North Richmond Community Health Ltd
121. North Yarra Community Health
122. Northern District Community Health
123. Nowa Nowa Community Health Centre Inc.
124. Ovens & King Community Health Service
125. Plenty Valley Community Health Ltd
126. Primary Care Connect
127. Queen Elizabeth Centre
128. Ranges Community Health
129. Red Cliffs and Community Aged Care Services Inc (trading as Jacaranda Village)
130. Sunbury Community Health Centre
131. Sunraysia Community Health Services Ltd
132. Tweddle Child & Family Health Service
133. Western Region Health Centre Ltd
134. Whitehorse Community Health Service Ltd

## SCHEDULE B - CLASSIFICATIONS AND SALARY INCREASES

REGISTERED NURSES	Rates effective from first pay period commencing on or after			
Classification/Level	31/03/2012	31/03/2013	31/03/2014	31/03/2015
GRADE 2 YEAR 1(GRAD YR)	\$960.50	\$984.50	\$1,009.10	\$1,034.30
GRADE 2 YEAR 2	\$997.60	\$1,022.50	\$1,048.10	\$1,074.30
GRADE 2 YEAR 3	\$1,035.00	\$1,060.90	\$1,087.40	\$1,114.60
GRADE 2 YEAR 4	\$1,072.30	\$1,099.10	\$1,126.60	\$1,154.80
GRADE 2 YEAR 5	\$1,109.70	\$1,137.40	\$1,165.80	\$1,194.90

GRADE 2 YEAR 6	\$1,146.80	\$1,175.50	\$1,204.90	\$1,235.00
GRADE 2 YEAR 7	\$1,184.10	\$1,213.70	\$1,244.00	\$1,275.10
GRADE 2 YEAR 8	\$1,213.20	\$1,243.50	\$1,274.60	\$1,306.50
GRADE 2 YEAR 9	\$1,242.50	\$1,273.60	\$1,305.40	\$1,338.00
GRADE 2 YEAR 10	\$1,271.40	\$1,303.20	\$1,335.80	\$1,369.20
CLINICAL NURSE/MIDWIFE SPECIALIST	\$1,308.70	\$1,341.40	\$1,374.90	\$1,409.30

GRADE 3A Y1	\$1,324.20	\$1,357.30	\$1,391.20	\$1,426.00
GRADE 3A Y2	\$1,337.40	\$1,370.80	\$1,405.10	\$1,440.20
GRADE 3B Y1	\$1,358.50	\$1,392.50	\$1,427.30	\$1,463.00
GRADE 3B Y2	\$1,377.00	\$1,411.40	\$1,446.70	\$1,482.90
ANUM YEAR 1	\$1,384.50	\$1,419.10	\$1,454.60	\$1,491.00
ANUM YEAR 2	\$1,414.70	\$1,450.10	\$1,486.40	\$1,523.60

GRADE 4A Y1	\$1,449.80	\$1,486.00	\$1,523.20	\$1,561.30
GRADE 4A Y2	\$1,478.90	\$1,515.90	\$1,553.80	\$1,592.60
GRADE 4B Y1	\$1,513.70	\$1,551.50	\$1,590.30	\$1,630.10
GRADE 4B Y2	\$1,544.10	\$1,582.70	\$1,622.30	\$1,662.90
NUM YEAR 1	\$1,620.30	\$1,660.80	\$1,702.30	\$1,744.90



NUM YEAR 2	\$1,660.10	\$1,701.60	\$1,744.10	\$1,787.70
NUM YEAR 3	\$1,699.30	\$1,741.80	\$1,785.30	\$1,829.90
GRADE 5 ADON 13-50	\$1,543.80	\$1,582.40	\$1,622.00	\$1,662.60
GRADE 5 ADON 51-200	\$1,575.00	\$1,614.40	\$1,654.80	\$1,696.20
GRADE 5 ADON 201-400	\$1,637.10	\$1,678.00	\$1,720.00	\$1,763.00
GRADE 5 ADON 401-600	\$1,699.50	\$1,742.00	\$1,785.60	\$1,830.20

GRADE 5 ADON 601+	\$1,761.90	\$1,805.90	\$1,851.00	\$1,897.30
GRADE 6 DDON 51-100	\$1,575.00	\$1,614.40	\$1,654.80	\$1,696.20
GRADE 6 DDON 101-200	\$1,637.10	\$1,678.00	\$1,720.00	\$1,763.00
GRADE 6 DDON 201-300	\$1,699.50	\$1,742.00	\$1,785.60	\$1,830.20
GRADE 6 DDON 301-400	\$1,761.90	\$1,805.90	\$1,851.00	\$1,897.30
GRADE 6 DDON 401-500	\$1,845.00	\$1,891.10	\$1,938.40	\$1,986.90

GRADE 6 DDON 501-700	\$1,924.10	\$1,972.20	\$2,021.50	\$2,072.00
GRADE 6 DDON 701+	\$2,028.20	\$2,078.90	\$2,130.90	\$2,184.20
NURSE PRACTITIONER Y1	\$1,699.50	\$1,742.00	\$1,785.60	\$1,830.20
NURSE PRACTITIONER Y2	\$1,761.90	\$1,805.90	\$1,851.00	\$1,897.30
GRADE 7 DON <13	\$1,575.00	\$1,614.40	\$1,654.80	\$1,696.20
GRADE 7 DON 13-24	\$1,637.10	\$1,678.00	\$1,720.00	\$1,763.00

GRADE 7 DON 25-50	\$1,699.50	\$1,742.00	\$1,785.60	\$1,830.20
GRADE 7 DON 51-100	\$1,761.90	\$1,805.90	\$1,851.00	\$1,897.30
GRADE 7 DON 101-200	\$1,845.00	\$1,891.10	\$1,938.40	\$1,986.90
GRADE 7 DON 201-300	\$1,924.10	\$1,972.20	\$2,021.50	\$2,072.00
GRADE 7 DON 301-400	\$2,028.20	\$2,078.90	\$2,130.90	\$2,184.20
GRADE 7 DON 401-500	\$2,131.90	\$2,185.20	\$2,239.80	\$2,295.80
GRADE 7 DON 501-600	\$2,235.80	\$2,291.70	\$2,349.00	\$2,407.70

GRADE 7 DON 601-700	\$2,360.50	\$2,419.50	\$2,480.00	\$2,542.00
G7 DON 701+	\$2,491.50	\$2,553.80	\$2,617.60	\$2,683.00

ENROLLED NURSES			Rates effective from first pay period commencing on or after			
Classification/Level*	Old^	Transitional	31/03/2012	31/03/2013	31/03/2014	31/03/2015
Trainee Enrolled Nurse Year 1	\$668.20	-	\$684.90	\$702.00	\$719.60	\$737.60
Trainee Enrolled Nurse Year 2	\$724.50	-	\$742.60	\$761.20	\$780.20	\$799.70
EN Level 1.1 (ENY1)	\$818.30	\$818.30	\$838.80	\$859.80	\$881.30	\$903.30
EN Level 1.2 (ENY2)	\$835.40	\$835.40	\$856.30	\$877.70	\$899.60	\$922.10
EN Level 1.3 (ENY3)	\$852.40	\$852.40	\$873.70	\$895.50	\$917.90	\$940.80
EN Level 1.4 (ENY4)	\$869.50	\$869.50	\$891.20	\$913.50	\$936.30	\$959.70
EN Level 1.5 (ENY5/6)	\$886.50/\$903.40	\$903.40	\$926.00	\$949.20	\$972.90	\$997.20
EN Level 1.6 (ENY7/8)	\$920.60/\$931.90	\$931.90	\$955.20	\$979.10	\$1,003.60	\$1,028.70
EN Level 2.1 (ENY1/2)	\$851.03/\$868.82	\$880.00	\$902.00	\$924.60	\$947.70	\$971.40
EN Level 2.2 (ENY3)	\$886.50	\$900.00	\$922.50	\$945.60	\$969.20	\$993.40
EN Level 2.3 (ENY4)	\$904.28	\$920.00	\$943.00	\$966.60	\$990.80	\$1,015.60
EN Level 2.4 (ENY5)	\$921.60	\$940.00	\$963.50	\$987.60	\$1,012.30	\$1,037.60
EN Level 2.5 (ENY6)	\$939.54	\$960.00	\$984.00	\$1,008.60	\$1,033.80	\$1,059.60
EN Level 2.6 (ENY7/8)	\$957.42/\$969.18	\$970.00	\$994.30	\$1,019.20	\$1,044.70	\$1,070.80
EN Level 2.7 (EN with 5 routes**)	\$969.18	\$980.00	\$1,004.50	\$1,029.60	\$1,055.30	\$1,081.70

EN Level 3.1 (ENY1-8 with SA <sup>***</sup> )	\$1,025.09	\$1,029.90	\$1,055.60	\$1,082.00	\$1,109.10	\$1,136.80
EN Level 3.2 (ENY1-8 with 4 routes <sup>****</sup> )	\$1,062.37	\$1,067.40	\$1,094.10	\$1,121.50	\$1,149.50	\$1,178.20
EN Level 3.3 (ENY1-8 with 5 routes)	\$1,062.37	\$1,085.00	\$1,112.10	\$1,139.90	\$1,168.40	\$1,197.60

\* Reference in brackets is to former single level Enrolled Nurse classification with eight pay points

\*\* Holds Administration of Medication Scope of all five routes

\*\*\* Was in receipt of the former Senior Allowance

\*\*\*\* Holds Administration of Medication Scope of up to four routes

^ Rates may be inclusive of former qualification and/or former Senior Allowance

## B.

### Deputy Director of Nursing and Director of Nursing (Residential Aged Care)

- (a) Deputy Director of Nursing (**Residential Aged Care**)
- (b) The minimum weekly salary for a Deputy Director of Nursing shall be at the Grade 5 (13-50 beds).
  - (i) In addition to this amount a Deputy Director of Nursing shall be paid the following in respect to approved beds over which responsibility is exercised:
    - (A) an additional 0.065% of the minimum base weekly salary per bed for each approved bed to 50 beds: plus;
    - (B) an additional 0.065% of the minimum base weekly salary per bed for each approved bed from 51 to 100: plus;
    - (C) an additional 0.032% of the minimum base weekly salary per bed for each approved bed above 100 beds.

### Director of Nursing (Residential Aged Care)

- (c) The minimum weekly salary for a Director of Nursing shall be at Grade 7 (less than thirteen beds).
- (d) In addition to this amount a Director of Nursing (**Residential Aged Care**) shall be paid the following in respect to approved beds over which responsibility is exercised:

- (i) an additional 0.24% of the minimum base weekly salary per bed for each approved bed to 50 beds; plus
  - (ii) an additional 0.12% of the minimum base weekly salary per bed for each approved bed from 51 to 100 beds; plus
  - (iii) an additional 0.05% of the minimum base weekly salary per bed for each approved bed above 100 beds.
- (e) The above amount shall be treated for all purposes as part of ordinary salary for each classification. (Note: The calculation of the above approved bed weighting shall be made to the nearest 10 cents, any amount in the result not exceeding 5 cents to be disregarded).

**C. ALLOWANCES**

		<b>Rates effective from first pay period commencing on or after</b>			
<b>Payment Type</b>		<b>31/03/2012</b>	<b>31/03/2013</b>	<b>31/03/2014</b>	<b>31/03/2015</b>
Shift Allowance	Morning shift	\$24.00	\$24.60	\$25.20	\$25.90
	Afternoon shift	\$24.00	\$24.60	\$25.20	\$25.90
	Night shift	\$64.40	\$66.00	\$67.70	\$69.40

	Change of Shift (ENs Only)	\$33.55	\$34.40	\$35.25	\$36.15
On Call Allowance		\$51.70	\$53.00	\$54.30	\$55.70
Change of Roster Allowance		\$25.80	\$26.40	\$27.10	\$27.80
RN Hospital / Grad Certificate		\$41.40	\$42.44	\$43.50	\$44.58
RN Post Grad Diploma or Degree		\$67.28	\$68.96	\$70.68	\$72.45
RN Masters / PhD		\$77.63	\$79.57	\$81.56	\$83.60



EN 6 MONTH COURSE		\$42.98	\$44.06	\$45.16	\$46.29
EN 12 MONTH COURSE		\$71.64	\$73.43	\$75.27	\$77.15
Uniform Allowance		\$1.42	\$1.46	\$1.50	\$1.54
		\$7.06	\$7.24	\$7.42	\$7.61
Laundry Allowance		\$0.38	\$0.39	\$0.40	\$0.41
		\$1.92	\$1.97	\$2.02	\$2.07
Vehicle Allowance	Motor Cars (35 PMU & over)	\$0.98	\$1.00	\$1.03	\$1.06

	(under 35 PMU)	\$0.81	\$0.83	\$0.85	\$0.87
	Motor Cycles (250cc & over)	\$0.47	\$0.48	\$0.49	\$0.50
	(under 250cc)	\$0.36	\$0.37	\$0.38	\$0.39
	Bicycles	\$0.10	\$0.10	\$0.10	\$0.10
Meal Allowance	Meal Allowance A	\$10.56	\$10.82	\$11.09	\$11.37
	Meal Allowance B	\$8.44	\$8.65	\$8.87	\$9.09

Telephone Allowance (fortnightly)		\$14.49	\$14.85	\$15.22	\$15.60
-----------------------------------	--	---------	---------	---------	---------

# SCHEDULE C - NURSE/PATIENT RATIOS AND MIDWIFE/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)

			<b>Nurse-Patient Ratio</b>
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
			<b>Midwife – Patient Ratio</b>
Ante/Postnatal	All Levels	AM	1:4 +I/C
		PM	1:4 +I/C
		ND*	1:6

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

Other Hospitals (not listed as Levels 1 to 3 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)
Mt Alexander (acute)
Portland
Rosebud
Eye & Ear
Sandringham
Swan Hill
Warragul
Warrnambool
Williamstown
Wimmera
Wodonga

## **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 this Agreement 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 50%, 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 50% 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 50%, 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.
- (i) 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.
- (j) The ratios in the Hospitals listed below may be reached with a mix of Registered Nurses and Enrolled Nurses and are not restricted to limitations on use of Enrolled Nurses prescribed in clause 41.1

Alexandra District Hospital

Alpine Health –

Bright, Mt Beauty,

Myrtleford

Angliss Health Service

Ararat Hospital

Bairnsdale Hospital

Beaufort & Skipton Health Service

Beechworth Hospital

Benalla & District Memorial Hospital

Bethlehem Hospital

Birchip Hospital

Boort District Hospital

Caritas Christi Hospice

Casterton Memorial Hospital

Caulfield Hospital

Charlton Hospital

Cobram District Hospital

Cohuna & District Hospital

Colac Community Health Service  
Coleraine District Hospital & Aged Care  
Corangamite Regional Hospital Services  
Creswick Hospital  
Daylesford Hospital  
Djerriwarrh Health Service  
Donald District Hospital  
Dunmunkle Health Services  
Rupanyup Dunolly Hospital  
Echuca Hospital  
Edenhope & District Memorial Hospital  
Far East Gippsland Health & Support Service, Orbost MPS  
Gippsland Base Hospital – Sale  
Gippsland Southern Health Service, Korumburra, Leongatha  
Hamilton Hospital  
Hesse Rural Health Service  
Heyfield Hospital  
Heywood & District Memorial Hospital  
Hopetoun Hospital  
Inglewood & District Health Service  
Jeparit Hospital  
Kaniva Hospital  
Kerang & District Hospital  
Kilmore & District Hospital  
Koo-wee-rup Regional Health Service  
Koroit & District Memorial Health Services  
Kyabram & District Memorial Comm. Hospital  
Kyneton Hospital  
Lorne Community Hospital  
Maffra Hospital  
Maldon Hospital & Community Care  
Mallee Track Health & Community Service  
Manangatang & District Hospital  
Mansfield District Hospital  
Maryborough Hospital  
Mclvor Health & Community Services  
Monash Medical Centre — Moorabbin  
Moyne Health Services



Mt. Alexander Hospital  
Nathalia District Hospital  
Natimuk Hospital  
Nhill Hospital  
Numurkah & District Health Services  
Omeo District Hospital  
Otway Health & Community Services  
Penshurst & District Memorial Hospital  
Peter James Centre  
Portland & District Hospital  
Queen Elizabeth Centre-Noble Park  
Rainbow Hospital  
Robinvale District Health Services  
Rochester & Elmore District Health Service  
Rosebud Hospital  
Royal Victorian Eye & Ear Hospital  
Sandringham Hospital  
Seymour District Memorial Hospital  
South Gippsland Hospital  
Southern Health Community Health Service  
St Arnaud Hospital  
Stawell District Hospital  
Sunshine Hospital  
Swan Hill District Hospital  
Tallangatta Hospital  
Tatura Hospital  
Terang & Mortlake Health Service  
Timboon & District Healthcare Service  
Upper Murray Health & Comm. Services  
Waranga Memorial Hospital  
Warracknabeal Hospital  
Warragul Hospital  
Warrnambool Base Hospital  
Williamstown Hospital  
Wimmera Health Care Service (Dimboola)  
Wimmera Hospital  
Wodonga Hospital  
Wonthaggi & District Hospital

Wycheproof Hospital  
 Yarra Ranges  
 Yarram & District Health Service  
 Yarrawonga Health Service  
 Yea & District Memorial Hospital Health Service

(k) Ante Natal/Post Natal

Staffing arrangements reached in accordance with the Midwifery Industrial Framework Agreement to apply to Midwifery Continuity of Care Models already established, are not required to be reviewed simply as a result of the introduction or amendment of this Agreement.

## 2 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 3 IN PART 1A OF THIS ANNEXURE) AND AGED CARE RATIOS**

	Acute	Aged Care
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 Registered Nurse.

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

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

#### **PART III - DELIVERY SUITES LEVELS 1, 2 AND 3**

### 4 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 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.

### 5 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.

### 6 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

## 7 LEVEL 1 NURSERIES

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

### PART IV - EMERGENCY DEPARTMENTS

Health services operating an Emergency Department will roster to those departments in accordance with the requirements described below for the various Groups.

Group 3 and Group 4 Emergency Department staffing requirements are based on data for the immediately preceding 12-month history of presentations.

Where there is a seasonal fluctuation, a hospital may staff at the level of a particular Group for part of the year, and as another Group for the remainder or other part of the year, depending on the number and pattern of presentations.

#### GROUP 1A

AUSTIN HOSPITAL

ALFRED HOSPITAL

MONASH MEDICAL CENTRE CLAYTON

ROYAL MELBOURNE HOSPITAL

ST. VINCENT'S HOSPITAL

ROYAL CHILDREN'S HOSPITAL

BOX HILL HOSPITAL

FRANKSTON HOSPITAL

GEELONG HOSPITAL

NORTHERN HOSPITAL

DANDENONG HOSPITAL

WESTERN HOSPITAL (FOOTSCRAY)

BALLARAT HOSPITAL

BENDIGO HOSPITAL

LATROBE REGIONAL HOSPITAL

MAROONDAH HOSPITAL

WERRIBEE MERCY HOSPITAL

THE ANGLISS HOSPITAL

SUNSHINE HOSPITAL

Ratios:	AM	1:3 + In-Charge + Triage
	PM	1:3 + In-Charge + 2 Triage
	ND	1:3 + In-Charge + Triage

Resus Rooms	While there are no ratios for the staffing of resuscitation rooms, there will be a level of discrete staffing of these rooms in the above-named health services' emergency departments based on EFT to be allocated as per Agreement with the Department of Health
-------------	--

**GROUP 1B**

CASEY HOSPITAL

MILDURA HOSPITAL

GOULBURN VALLEY HOSPITAL

Ratios:	AM	1:3 + In-Charge + Triage
	PM	1:3 + In-Charge + 2 Triage
	ND	1:3 + In-Charge + Triage

The following night duty presentations formula applies only to Group 1 Emergency Departments. Group 1 staffing levels are adjusted for presentations and cubicle occupancy for the immediate proceeding 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 =  $(21.6/3) + 2.5 = 9.7 \text{ EFT}$
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 (9.7 cubicles) = 31.3 equivalent occupied cubicles

Gap = $40 - 21.6 = 18.4$	50% of gap = $18.4/2 = 9.2$
--------------------------	-----------------------------

6. Maximum staffing using 1:3 + In-Charge + Triage ratio is  $(31.3/3) + 2 = 12.43 \text{ EFT}$

If an Emergency Department 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.

### GROUP 2A

Wodonga Regional Health Service	Rosebud Hospital
Wimmera Base Hospital	Warrnambool and District Base Hospital
Bairnsdale Regional Health Service	Western Health - Williamstown Hospital
Sandringham Hospital	

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

### GROUP 2B

Wangaratta Hospital	Echuca Regional Health
Swan Hill District Hospital	Royal Victorian Eye and Ear Hospital
West Gippsland Hospital	Royal Women's Hospital
Central Gippsland Health Service - Sale	

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

### GROUP 3

Group 3 Emergency Departments are those not named in Group 1 or Group 2 above, but which experience more than 7,000 presentations per annum.

AM	1:3 + In Charge
PM	1:3 + In Charge
ND	1:3 + in Charge

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

Group 3 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

## GROUP 4A

With 5,000 to 7,000 presentations per annum

A minimum of two EFT Registered Nurses are to be dedicated to the Emergency Department each 24-hour period.

This staffing is to be additional to other ratios and/or prescribed staffing requirements applicable within the hospital/health service, but may be utilised to assist within the facility provided they are free to immediately return to the Emergency Department.

## GROUP 4B

Less than 5,000 presentations per annum.

There is no dedicated nurse staffing requirement for Group 4B Emergency Departments.

When meeting the other ratios applicable within the hospital/health service there should be a minimum of two Registered Nurses plus 1 "floater" (Registered Nurse or Enrolled Nurse) per shift as staffing for the facility including the Emergency Department.

In respect of a Group 4B hospital/health service with only one or two wards, the "floater" need not be a supernumerary, provided that a Registered Nurse is available to assess patients in the Emergency Department and there remains a Registered Nurse in each ward.

### Part V DESIGNATED CORONARY CARE UNIT

AM	1:2 plus in-charge
PM	1:2 plus in-charge
ND	1:3

### PART VI HIGH DEPENDENCY UNITS

(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

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

HIGH DEPENDENCY UNIT - ANGLISS, BAIRNSDALE, ECHUCA & PORTLAND

AM	1:3
PM	1:3
ND	1:3

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

AM	1:4
PM	1:4
ND	1:4

PART VII PALLIATIVE CARE

AM	1:4 plus in-charge
PM	1:5 plus in-charge
ND	1:8

PART VIII - REHABILITATION AND GEM

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

AM	1:5+In Charge
PM	1:5 +In Charge
ND	1:10

CATEGORY 2 REHABILITATION

AM	1:5 +In Charge
----	----------------



PM	1:5* +In Charge
ND	1:10

\*As of 1 January 2013 \$6.1m (recurrent and indexed) funding will be provided per annum to relevant health services to enable Category 2 rehabilitation ratios on the pm shift to move towards 1:5 plus in charge. To the extent that the funding allows, the parties are committed to moving towards a 1:5 ratio plus in charge on the PM shift in all rehab wards. The staffing levels in place at 31 March 2012, and any allocation of EFT already provided from the 2007 Agreement, will be relevant considerations as to the level of EFT allocated.

A process to determine each allocation will commence on commencement of the Agreement and the VHIA, the Department of Health and the ANF will agree on the relevant health services and their respective allocation not later than 1 August 2012. The VHIA, ANF and the Department of Health will agree on the terms of the notification letter, and those affected health services moving to the revised ratio will be formally jointly notified in writing (the notification letter) as near as practicable to 31 October 2012. Those health services notified will apply the revised ratio on and from 1 January 2013.

A 1:7 plus in-charge ratio will continue to apply to pm shifts in a health service that does not receive an EFT allocation, except where the CWMA otherwise provides.

#### 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 a ward/unit has combined GEM and Rehabilitation only one In-Charge Nurse is required.

#### **PART IX - 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 X - POST ANAESTHETIC CARE UNIT/RECOVERY ROOM (PACU)**

1 to 1 for unconscious patients.

## **Part XI – DAY ONCOLOGY**

While there are no ratios for the staffing of Day Oncology, there will be additional staffing, based on EFT to be allocated by agreement with ANF, VHIA and the Department of Health.

It is noted that the total quantum of recurrent indexed funding is based on a maximum of \$3.9 million per annum as at 1 January 2013.

# 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 enterprise 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;
- 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;
- Acting as a resource person to others in relation to clinical practice.

## 3. Professional Development

- Membership of relevant professional body, and ability to demonstrate and document:
  - i. learning from a journal article, or attendance at a conference or seminar, or reflection on seminar or conference papers; or
  - ii. participation in effective learning activities relevant to their learning needs; or
- iii. membership of a sub-grouping of the professional association relevant to their area of practice;
- Contribution to the education of other professionals, for example, being willing to provide at least one in-service education program each year;
- 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 coordination 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 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 to the highest level of protection reasonably practical in the circumstances, 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 2007 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 the Department of Health and VHIA representing the Employers, and on behalf of Employees the ANF 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 2004 and the Victorian Accident Compensation Act 1985 as amended, 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;
- circumstances that give rise to adverse effects on psychological health
- 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 2004 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 54 of the *Occupational Health and Safety Act 2004* 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 5 of the *Occupational Health and Safety Act 2004* as amended.

### 3 Designated Work Groups

- (a) 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.
- (b) The Employer shall negotiate with Employees in relation to the establishment or variation of designated work groups and where an Employee requests, the ANF.
- (c) In determining the composition of DWGs, the following considerations shall, where practicable, be taken into account:
  - (i) the specific needs, conditions and hazards affecting Employees in the area(s) concerned;

the working arrangements, including shiftwork, of Employees in the area(s) concerned;

- (ii) the accessibility of health and safety representatives to Employees in the area(s) concerned; and
- (iii) the geographical layout of the workplace.

### 4 Health and Safety Representative(s) Election Process

- (a) The method of conducting the election shall be determined by the Employees of the DWG concerned. The ANF shall, where requested by the staff, conduct the election.

Provided that the following arrangements will be incorporated:

- (b) 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.
- (c) 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.
- (d) 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 the Employee determined DWG electoral processes.
- (e) If there is only one nominee then the candidate will be elected unopposed.
- (f) 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.
- (g) 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.
- (h) 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

- (a) 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.
- (b) 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.
- (c) 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.

- (d) 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:
  - (i) normally works two days a week, attends a block five-day course;
  - (ii) has a rostered day off during the course; and
  - (iii) has a shift that does not overlap, or overlaps only marginally, with the course's hours.
- (e) 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.
- (f) The Employer shall reimburse Employees in respect of course fees for selected approved courses.
- (g) 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.
- (h) The Employer shall provide such information, instruction, training and supervision to all Employees employed by the Employer, as is required to enable them to perform their work in a manner which is safe and without 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

- (a) 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 2004.
- (b) 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 2004.

## 7 Health and Safety Committees

Health and safety committees shall be established in accordance with the provisions of the *Occupational Health and Safety Act 2004*.

## 8 Reporting of Incidents, Accident Investigation and Prevention

- (a) The Employer shall encourage early reporting of incidents by Employees, and ensure Employees who report incidents are appropriately supported.
- (b) Following an incident or injury affecting an Employee, the Employer shall take appropriate action to prevent further injury to Employees, including conducting a worksite assessment where practicable and implementing workplace modifications to ensure a healthy and safe work environment for Employees.

- (c) The Employer shall provide information, instruction and training to Employees and management staff regarding the importance of early reporting, procedures regarding incident reporting, and linking this to 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.

- (a) The Employer is committed to the principles of early intervention such as to facilitate effective occupational rehabilitation and return to work of Employees.
- (b) Where there is an accepted workers' compensation claim, an Employee who requires time off during work time to attend medical and other appointments may elect to:
  - (i) take the time as paid personal/carer's leave (subject to having sufficient accrued leave); or
  - (ii) take the time as paid work time, in which case the Employer may claim repayment for that time under workers' compensation legislation, subject to that legislation.
- (c) 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.
- (d) The Employer will display and make available the Victorian WorkCover Authority "If You Are Injured at Work" Poster, 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.
- (e) 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.
- (f) 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
- (g) Without limiting the content of the return to work plan, the plan shall include, but not be limited to:
  - (i) A return to work program signed by the Employer, Employee and treating doctor which covers:
    - (A) the estimated date of the return to work;
    - (B) the position title;
    - (C) the duties and hours of work to be offered;
    - (D) the nature of the incapacity and any medical restrictions;
    - (E) the applicable classification and pay rate;

- (F) steps to be taken to facilitate the return to work; and
- (G) the date or dates for regular review.
- (ii) The return to work plan may also consider:
  - (A) 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
  - (B) 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.

- (h) 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.
- (i) 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.
- (j) 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 from time to time) shall apply.

## 10 Rehabilitation, Re-training and Re-education

- (a) Subject to approval by the insurer, the Employer may refer the Employee to an occupational rehabilitation provider chosen by the Employee from a list of approved providers of those services nominated by the Victorian WorkCover Authority, Employer or self-insurer in accordance with the Act. Such referral may occur as soon as possible, in accordance with early intervention principles, but in particular may be required in the following circumstances:
  - (i) the period of total incapacity has been greater than three weeks;
  - (ii) the nature of the injury means it will be difficult for the worker to remain at or return to pre-injury duties;
  - (iii) there is difficulty identifying suitable return to work duties;
  - (iv) the worker, who is at work on restricted hours or duties, is not making progress;
  - (v) the worker's condition has deteriorated;
  - (vi) other factors appear to be affecting the return to work (for example, communication problems within the workplace or with the treating doctor); and
  - (vii) 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.

- (b) Subject to approval by the insurer, an occupational rehabilitation service and personal and household service may include, but is not limited to:
  - (i) a worksite assessment, including an assessment of any modifications to the workplace, equipment to be provided, etc.;
  - (ii) a functional capacity assessment;
  - (iii) an assessment of the need for any modifications to the home or car, the need for the provision of aids, appliances, etc.;
  - (iv) 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;
  - (v) 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
  - (vi) vocational assessment and counselling.
- (c) An Employee's request for occupational rehabilitation services shall be considered wherever it can assist the Employee's personal and 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.
  - (i) 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.

- (d) 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.
  - (i) 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 the Employee is advised of all vacancies as they become available.
  - (ii) Where it has been established that an Employee has a current work capacity within the meaning of the Accident Compensation Act 1985 within the period specified by section 192, the Employer shall provide the Employee with suitable employment.
- (e) 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.

# APPENDIX 5 – CERTIFICATE OF SERVICE

## Certificate of Service

(Name of Institution)

(Date)

This is to certify that \_\_\_\_\_ (Name of Employee) was employed by this Institution/Society/Board (the Employer) for the period:

From \_\_\_\_\_

To \_\_\_\_\_

During the above period, the Employee had unpaid leave or absences that impact on the accrual of Long Service Leave totalling \_\_\_\_\_ (years and days)

During the above period, the Employee utilised accrued Long Service Leave totalling \_\_\_\_\_ months

The Employer has recognised net additional service for Long Service Leave purposes with another employer or employers for the Employee totalling \_\_\_\_\_ (years and days) which was paid out/not paid out (strike out whichever is not applicable) by the former employer(s).

The Employee had accrued personal leave totalling \_\_\_\_\_ hours as at the date of cessation of employment with the Employer

Tick all boxes that apply:

- The Employee received a payment in lieu of all unused, accrued Long Service Leave on cessation of employment with the Employer
- The Employee was employed by the Employer as an Enrolled Nurse as at 30 May 2012
- The Employee was employed by the Employer as an Enrolled Nurse at EN Level 3
- The Employer has on record a Certificate of Service from another employer covered by the *Nurses (Victorian Public Sector) (Single Interest Employers) Enterprise Agreement 2012-2016* (attach a copy)

Position held:

Classification Held:

Signed:

(Stamp of Institution):

**UNDERTAKING – CEREMONIAL LEAVE- Nurses and Midwives (Victorian Public Health Sector) (Single Interest Employers) Enterprise Agreement 2012-2016**

I, **Alec Djoneff** of 312 Kings Way South Melbourne in the State of Victoria, Chief Executive Officer, say as follows:

1. I am the Chief Executive Officer of the Victorian Hospitals' Industrial Association (**VHIA**).
2. The VHIA is the bargaining representative of each of the employers listed in Schedule 1 (**Employers**) to the *Nurses and Midwives (Victorian Public Health Sector) (Single Interest Employers) Enterprise Agreement 2012-2016 (Agreement)*.
3. The VHIA is authorised to give the following undertaking on behalf of each of the Employers, and gives this undertaking on behalf of each of the Employers pursuant to subsection 190(3) of the *Fair Work Act 2009*:

The following provision will be applied by the Employers, as if it were part of the Agreement:

**"Ceremonial leave**

*An Employee who is legitimately required by Aboriginal tradition to be absent from work for Aboriginal ceremonial purposes will be entitled to up to ten working days unpaid leave in any one year, with the approval of the Employer."*



**Alec Djoneff**  
**Chief Executive Officer**  
27 June 2012