

**NURSES AND MIDWIVES  
(VICTORIAN PUBLIC  
SECTOR) (SINGLE  
INTEREST EMPLOYERS)  
ENTERPRISE  
AGREEMENT 2020-2024**



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## 4. Definitions

4.1 In this Agreement except where the context requires otherwise:

- (a) **Act** means the *Fair Work Act 2009* (Cth).
- (b) **ADO** means an accrued day off as defined by subclause 43.1.
- (c) **adoption** includes the placement of a Child (as defined in clause 68 (Parental Leave)) by permanent care order.
- (d) **allowable period of absence** means 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 they are paid in lieu.
- (e) **ANMF** means the Australian Nursing and Midwifery Federation.
- (f) **AMUM** means an Employee who is a Registered Midwife appointed as an Associate Midwife Unit Manager and who, within the guidelines and practices established by the Midwife Unit Manager, assists in the overall clinical and administrative management of a ward or unit and deputises for the Midwife Unit Manager when required within these limits.
- (g) **ANUM** means an Employee who is a Registered Nurse appointed as an Associate Nurse Unit Manager 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) **Bank Employee** means a directly employed casual Employee who is engaged in relieving work of a casual nature.
- (i) **Base Rate** means the weekly ordinary full-time wage of a RN/M3, calculated by reference to the rates of pay set out in Appendix 2 of this Agreement.

For convenience, relevant allowances calculated by applying the Base Rate are set out in section C of Appendix 2 to this Agreement.

- (j) **Campus** means a site operated by an Employer that provides day procedure surgery or multi-day inpatient services or residential aged care but excludes:
  - (i) a site that is a Community Health Centre;
  - (ii) a site where the only service is Aged Care beds that do not meet the definition of High Care beds under the Safe Patient Care Act;
  - (iii) Dental Health Services Victoria;
  - (iv) Private residences; and
  - (v) a Campus during any period of a formal written Agreement signed by the ANMF Branch Secretary and the Employer made after 24 August 2020 and before 1 July 2021 specifying that the campus is excluded from the operation of this clause,

provided that a satellite service co-located on a Campus controlled by another Employer is not a separate Campus for the purposes of this Agreement.

For reference, a list of campuses as at the date of this Agreement is at Appendix 8.

- (k) **Commission** means the Fair Work Commission or any successor body.
- (l) **Deputy DON** means an Employee who is a Registered Nurse appointed as the Deputy Director of Nursing and who deputises for the DON and assists in nursing administration.
- (m) **DOH** means the Victorian Department of Health or any successor department.
- (n) **DOM** means a Director of Midwifery. The Director of Midwifery is an Employee who is a Registered Midwife appointed as the senior midwifery executive officer, however styled, and who is responsible for the maternity service/division.
- (o) **DON** means the Director of Nursing. The Director of Nursing is an Employee who is 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).
- (p) **Early Parenting Centre** (formerly known as babies homes) means a centre that provides help and support for families with children 0 to 3 years who have difficulties adjusting to, or establishing, feeding and other early childhood routines. Early Parenting Centres covered by this Agreement are Tweddle Child and Family Health Services, The Queen Elizabeth Centre, the O'Connell Family Centre and any other Early Parenting Centre operated by an Employer during the life of this Agreement.
- (q) **EFT** means equivalent full-time Employee.
- (r) **Employee** means a Registered Nurse, Registered Midwife, Enrolled Nurse, Registered Undergraduate Student of Nursing or Registered Undergraduate



Student of Midwifery as described in clause 106 or Trainee Enrolled Nurse as described in clause 94 employed by an Employer covered by this Agreement.

- (s) **Employer** means any of the health sector agencies listed in [Appendix 1](#).
- (t) **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 subclause 4.1(t)(i) above,

but excludes a person employed solely or predominantly in the provision of Public Mental Health Services.

In this Agreement, '**employed solely or predominantly in the provision of Public Mental Health Services**', refers to the service, department, unit or program of the Employer rather than the duties of the individual employee.

Example: a Registered or Enrolled Nurse who works in an ED Hub in an Emergency Department providing treatment for people that present with mental health and alcohol and other drug issues is covered by this Agreement given the work of the relevant department as a whole.

- (u) **EO Act** means the *Equal Opportunity Act 2010* (Vic).
- (v) **Experience** means paid service whether in Australia or internationally as a registered nurse, registered midwife or enrolled nurse, following registration by the professional registration body, in a Level in which the Employee is, or is about to be, employed except:
- (i) where an IQNM is granted registration with conditions, previous experience will not be counted whilst the conditions are in place. Experience as defined will count once there are no longer conditions in place;
  - (ii) where an IQNM is granted registration subject to successful completion of a bridging program previous experience will not be counted;
  - (iii) where an IQNM is required by the Australian professional registration body to undertake an outcome-based assessment (OBA) previous experience will not be counted.

**Level** for the purposes of this clause 4 means a role in which the weekly salary in Schedule 2 for that role is at least equal to or comparable to the weekly salary in Schedule 2 for the position in which the Employee is, or is about to be, employed.

- (w) **a Year of Experience** in this Agreement means:
- (i) 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;

- (ii) in the case of an IQNM registering in Australia for the first time who was not required by the Australian professional registration body to undertake either a bridging program or outcome-based assessment (**OBA**) a Year of Experience means:
  - (A) an average of at least 48 hours per fortnight;
  - (B) for each year in which the IQNM averages less than 48 hours per fortnight, the Employee will need to complete an additional year to advance;
- (iii) For the purpose of being classified under this Agreement, upon commencement with an Employer:
  - (A) subject to (iv) below, an Employee's anniversary date is the date the Employee commenced work as a Registered Nurse, Registered Midwife or Enrolled Nurse following registration either in Australia or internationally; or
  - (B) in the case of an IQNM required to undertake a bridging program or outcome-based assessment (**OBA**) in order to be registered in Australia, the date the Employee commenced work as a Registered Nurse, Registered Midwife or Enrolled Nurse following registration in Australia.
- (iv) For the purpose of experience advancement under this Agreement, upon commencement with an Employer:
  - (A) an Employee's anniversary date is the date the Employee commenced work as a registered nurse, registered midwife (where that employee was not already a registered nurse) or enrolled nurse following registration either in Australia or internationally (subject to 4.1(w)(i));
  - (B) Years of Experience are relevant to determining the appropriate increment within a grade, Years of Experience are calculated from the Employee's anniversary date; and
  - (C) the onus is on the Employee to demonstrate the completed Years of Experience and anniversary date. The Employer may require evidence that would satisfy a reasonable person of the claimed experience with the previous Employer/s.
- (v) Note: Experience and Years of Experience are only relevant to determining what constitutes experience (including previous experience) for the purpose of incremental progression through an Employee's classification.
- (x) **FFPPOOA** means first full pay period on or after.
- (y) **Hospital Certificate** does not include an Employee's base qualification.
- (z) **HSU** means the Health Services Union.
- (aa) **HSR** means a health and safety representative (including a deputy health and safety representative) elected under the OHS Act.
- (bb) **immediate family** means:

- (i) a spouse (including a former spouse, a de facto partner and a former de facto partner) of the Employee. A de facto partner means a person who, although not legally married to the Employee, lives with the Employee in a relationship as a couple on a genuine domestic basis (whether the Employee and the person are of the same sex or different sexes);
  - (ii) a child or an adult child (including an adopted child, a step child or an ex nuptial child), parent, grandparent, grandchild or sibling of the Employee or of the Employee's spouse.
- (cc) **IQNM** means an Internationally Qualified Nurse or Midwife.
  - (dd) **NES** means the National Employment Standards as contained in sections 59 to 131 of the Act.
  - (ee) **No Lift Co-ordinator** means Registered Nurse or Registered Midwife or Enrolled Nurse appointed as such and who is responsible for co-ordinating the maintenance of no-lift practices and educational programs of an Employer.
  - (ff) **MUM** means an Employee who is a Registered Midwife appointed as a Midwife Unit Manager in charge of a maternity ward or unit and who is classified at the Nurse Manager grade of NM 2, 3 or 4 in accordance with clause 14.9.
  - (gg) **NUM** means an Employee who is a Registered Nurse appointed as a Nurse Unit Manager in charge of a ward or unit and who is classified at the Nurse Manager grade of NM 2, 3 or 4 in accordance with clause 14.9.
  - (hh) **nurse** means a Registered Nurse or Enrolled Nurse.
  - (ii) **Nursing and Midwifery Board of Australia** (or **NMBA**) includes its predecessor bodies.
  - (jj) **OHS Act** means the *Occupational Health and Safety Act 2004* (Vic).
  - (kk) **Public Mental Health Services** means mental health services delivered on a service, department, unit or program level and operated by an employer covered by the Victorian Public Mental Health Services Enterprise Agreement 2016-2020 (or its successor).
  - (ll) **pool employee** means a full-time or part-time Employee not allocated to a ward or unit who is engaged in relieving or replacement work.
  - (mm) **registered health practitioner** means an individual who is registered under the Health Practitioner Regulation National Law (as in force in the applicable State or Territory) to practise a health profession, other than as a student.
  - (nn) **Registered Nurse** means a person registered in Division 1 Registered Nurses of the Register of Nurses of the Nursing and Midwifery Board of Australia established by the *Health Practitioners Regulation National Law Act 2009* but excludes a person employed solely or predominantly in the provision of Public Mental Health Services.

In this Agreement, '**employed solely or predominantly in the provision of Public Mental Health Services**', refers to the service, department, unit or program of the Employer rather than the duties of the individual employee.

Example: a Registered or Enrolled Nurse who works in an ED Hub in an Emergency Department providing treatment for people that present with mental health and alcohol and other drug issues is covered by this Agreement given the work of the relevant department as a whole.

- (oo) **Registered Midwife or Midwife** means 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*.
- (pp) **Safe Patient Care Act** means the *Safe Patient Care (Nurse to Patient and Midwife to Patient Ratios) Act 2015 (Vic)*.
- (qq) **short shift** means a shift of six hours duration in addition to a 30 minute meal break.
- (rr) **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.
- (ss) **Union** means **ANMF** for all employees or **HSU** (with respect to Enrolled Nurses only). When used in the plural, **Unions** means the ANMF and the HSU (with respect to Enrolled Nurses only).
- (tt) **VHIA** means the Victorian Hospitals' Industrial Association.
- (uu) **WIRC Act** means the *Workplace Injury Rehabilitation and Compensation Act 2013 (Vic)*, or if applicable in the particular situation the *Accident Compensation Act 1985 (Vic)* or the *Workers Compensation Act 1958 (Vic)*.

#### 4.2 Relevant qualification/relevant component of a qualification etc.

Where a provision of this Agreement requires consideration of the relevance of a qualification or certificate (including components of a qualification or certificate) or course of study or similar (**education**):

- (a) the main criteria for considering relevance are:
  - (i) the nature of the education; and
  - (ii) the current area of practice of the Employee; and
- (b) other considerations may include:
  - (i) the clinical or other area of work of the Employee;
  - (ii) the classification and position description of the Employee; and/or
  - (iii) whether the education would assist the Employee in performing their role and/or assist in maintaining quality patient care and/or assist in the administration of the ward/unit/area in which the Employee is employed.

#### 4.3 For the purpose of the NES, a shiftworker is defined as an employee who:

- (a) is regularly rostered over seven days of the week; and
- (b) regularly works on weekends.

- 4.4 Where any legislation other than the Safe Patient Care Act referred to in this Agreement is or has been replaced by successor legislation, the reference to such legislation will be taken to refer to the successor legislation.
- 4.5 Where this Agreement refers to a condition of employment provided for in the NES, the relevant definitions in the Act apply unless otherwise defined in this Agreement.
- 4.6 All staff will be classified in accordance with the Agreement, but where there is no apparent classification for a staff member or for a staff member performing particular work, the appropriate classification will be determined by the Panel in accordance with clause 14.

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## 5. Coverage

This Agreement covers:

- (a) the Employers as defined in subclause 4.1(s) (Definitions);
- (b) all Employees as defined in subclause 4.1(r) (Definitions); and
- (c) if they are named by the Commission as covered by the Agreement, each of the Unions as bargaining representatives for this Agreement.

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## 6. Incidence and Application

- 6.1 The terms of this Agreement will apply to the work and employment of all Employees, except where expressly stated otherwise.
- 6.2 The 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.
- 6.4 Nothing in this Agreement, including clause 9 (No Extra Claims), is intended to prevent the concurrent operation of the Safe Patient Care Act and this Agreement unless either of the conditions in subclauses 105.1(a) or 105.1(b) (Interaction with Safe Patient Care Act) of this Agreement is met.

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## 7. Date and Period of Operation

- 7.1 This Agreement will operate seven days after the date upon which it is approved by the Commission.
- 7.2 The Nominal Expiry Date of this Agreement is 30 April 2024. The Agreement will continue in force after the expiry date until replaced by a further enterprise agreement.

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## 8. Copy of Agreement

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

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## 9. No Extra Claims

- 9.1 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; and
- (d) nothing in this clause 9 limits the operation of clause 105 (Interaction with the Safe Patient Care Act) of this Agreement.

**9.2** 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 subclause 9.1(c) to inhibit, limit or restrict an Employer's right or ability to introduce change at the workplace.

### **9.3 Replacement Agreement**

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, subclause 9.1(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. Such discussions will be undertaken in good faith for the purpose of concluding a replacement agreement to this Agreement to operate from the nominal expiry date of this Agreement.

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## **10. Anti-Discrimination**

**10.1** Those covered by this Agreement respect and value the diversity of the work force and protection against unfair treatment and 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.

**10.2** Accordingly, in fulfilling their obligations under the Dispute Resolution Procedure, those covered by the Agreement must make every reasonable endeavour to ensure that neither the Agreement provisions nor their operation are directly or indirectly unlawfully discriminatory in their effects.

**10.3** Nothing in this clause is taken to affect:

- (a) any different treatment (or treatment having different effects) which is specifically exempted under Commonwealth or State 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; or
- (c) the exemptions in section 351(2) of the Act.

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## **10A. Gender Based Discrimination**

**10A.1** The parties agree, in conjunction with the DOH, to establish a Gender-Based Standing Committee (**GBSC**) within three months of the commencement of this Agreement.

**10A.2** The purpose of the GBSC will be to:

- (a) review audit results;
- (b) promote gender equity initiatives; and

(c) identify and address any gender pay gaps in the public sector organisation.

**10A.3** The GBSC will schedule a minimum of four meetings per year.

**10A.4** The GBSC will be comprised of:

- (a) representative CEOs or their nominees;
- (b) the Unions; and
- (c) the VHIA.

# PART B – CONSULTATION, DISPUTE RESOLUTION AND DISCIPLINE

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## 11. Consultation

*Nothing in this clause 11 limits the Employer's obligations to consult with HSRs under the OHS Act.*

### 11.1 Consultation regarding Major Change

- (a) Where an Employer proposes a Major Change that may have a Significant Effect on an Employee or Employees, the Employer will consult with the Affected Employee/s, the Union, and the Employee's other chosen representative (where relevant) before any proposed change occurs.
- (b) Consultation will, where reasonably practicable, include consultation with those who are absent on leave including on workers' compensation or parental leave.
- (c) The Employer will take reasonable steps to ensure Employees, HSRs (where relevant) and the Union can participate effectively in the Consultation process.

### 11.2 Definitions

Under this clause 11:

- (a) **Consultation** means a genuine opportunity to influence the decision maker, but not joint decision making. It is not merely an announcement as to what is about to happen.
- (b) **Affected Employee** means an Employee on whom a Major Change may have a Significant Effect.
- (c) **Major Change** means a change in the Employer's program, production, organisation, physical workplace, workplace arrangements, structure or technology that is likely to have a Significant Effect on Employees.
- (d) **Significant Effect** includes but is not limited to:
  - (i) termination of employment;
  - (ii) changes in the size, composition or operation of the Employer's workforce (including from outsourcing) or skills required;
  - (iii) alteration of the number of hours worked and/or reduction in remuneration;
  - (iv) changes to an Employee's classification, position description, duties or reporting lines;
  - (v) the need for retraining or relocation/redeployment/transfer to another site or to other work;
  - (vi) removal of an existing amenity; and/or
  - (vii) the removal or reduction of job opportunities, promotion opportunities or job tenure.



- (e) **Measures to mitigate or avert** may include but are not limited to:
- (i) redeployment;
  - (ii) retraining;
  - (iii) salary maintenance;
  - (iv) job sharing; and/or
  - (v) maintenance of accruals.

### 11.3 Consultation Steps and Indicative reasonable timeframes

- (a) Consultation includes the steps set out below.
- (b) Timeframes for each step must allow a party to consultation (including a representative) to genuinely participate in an informed way, having regard to all the circumstances including the complexity of the change proposed, and the need for Employees and their representative to meet with each other and consider and discuss the Employer's proposal. The timeframes in this clause are indicative only.
- (c) The following table makes clear the relevant steps and indicative timeframes for the consultation process:

Step	Action	Timeframe
1.	Employer provides change impact statement and other written material required by subclause 11.4	
2.	Written response from Employees and/or Union	14 days of step 1
3.	Consultation Meeting/s convened	7-14 days of step 2  The 'first meeting' at step 3 does not limit the number of meetings for consultation
4.	Further Employer response (where relevant)	After the conclusion of step 3
5.	Alternative proposal from Employees or Union	14 days of step 4
6.	Employer to consider alternative proposal/s consistent with the obligation to consult and, if applicable, to arrange further meetings with Employees or Union prior to advising of the outcome of consultation	14 days of step 5

### 11.4 Change Impact Statement (step 1)

- (a) Prior to Consultation required by this clause, the Employer will provide affected Employee/s and Union with a written Change Impact Statement setting out all relevant information including:

- (i) the details of proposed change;
  - (ii) the reasons for the proposed change;
  - (iii) the possible effect of the proposed change on Employees'
    - (A) workload;
    - (B) occupational health and safety matters, such as those set out in clause 99 (OHS Risk Management), save that; and
    - (C) where occupational health and safety impacts are identified, a risk assessment of the potential effects of the change on the health and safety of Employees must be undertaken in consultation with HSRs, and the proposed mitigating actions to be implemented to prevent such effects;
  - (iv) the expected benefit of the change;
  - (v) measures the Employer is considering that may mitigate or avert the effects of the proposed change;
  - (vi) if relevant to the proposed change, the existing and proposed position descriptions, including new roles, those of the Affected Employees or managers where reporting lines change;
  - (vii) the right of an Affected Employee to have a representative including a Union representative at any time during the change process; and
  - (viii) other written material relevant to the reasons for the proposed change (such as consultant reports), excluding material that is commercial in confidence or exposes the Employer to unreasonable legal risk or cannot be disclosed under the *Health Services Act 1988* (Vic) or other legislation.
- (b) Any concerns by an Affected Employee or their representative regarding whether the Change Impact Statement complies with clause 11.4 will be raised as soon as practicable and before step 2.

### **11.5 Employee/Union response (step 2)**

Following receipt of the change impact statement, Affected Employees and/or the Union may respond in writing to any matter arising from the proposed change.

### **11.6 Meetings (step 3)**

- (a) As part of Consultation, the Employer will meet with the Employee/s, the Union and other nominated representative/s (if any) to discuss:
- (i) the proposed change;
  - (ii) proposals to mitigate or avert the impact of the proposed change; and
  - (iii) any matter identified in the written response from the affected Employees and/or the Union.
- (b) To avoid doubt, the 'first meeting' at step 3 does not limit the number of meetings for Consultation.

#### **11.7 Employer response (step 4)**

The Employer will give prompt and genuine consideration to matters arising from Consultation and will provide a written response to the Affected Employees, Union and (where relevant) other representative/s.

#### **11.8 Alternative proposal (step 5)**

The Affected Employee/s, the Union and other representative (where relevant) may submit alternative proposal(s) which will take into account the intended objective and benefits of the proposal. Alternative proposals should be submitted in a timely manner so that unreasonable delay may be avoided.

#### **11.9 Outcome of consultation (step 6)**

The Employer will give prompt and genuine consideration to matters arising from Consultation, including an alternative proposal submitted under sub-clause 11.8, and will advise the affected Employees, the Union and other nominated representatives (if any) in writing of the outcome of Consultation including:

- (a) whether the Employer intends to proceed with the change proposal;
- (b) any amendment to the change proposal arising from consultation;
- (c) details of any measures to mitigate or avert the effect of the changes on Affected Employees; and
- (d) a summary of how matters that have been raised by Affected Employees, the Union and their representatives, including any alternative proposal, have been taken into account.

*Note: in the case of proposal concerning the amalgamation of wards, please refer to clause 11B.*

#### **11.10 Consultation disputes**

Any dispute regarding the obligations under this clause will be dealt with under the Dispute Resolution Procedure at clause 13 of this Agreement.

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### **11A. Consultation about Changes to Rosters or Hours of Work**

*This clause 11A applies where a change to regular rosters or ordinary hours of work (which may impact upon an employee, particularly in relation to their family and caring responsibilities) does not constitute a 'Major Change' in accordance with subclause 11.2(c).*

**11A.1** Where an Employer proposes to change an Employee's regular roster or ordinary hours of work, the Employer must consult with the Employee or Employees affected and their representatives, if any, about the proposed change.

#### **11A.2** The Employer must:

- (a) consider health and safety impacts including fatigue;
- (b) provide to the Employee or Employees affected and their representatives, if any, information about the proposed change (for example, information about the nature of the change to the Employee's regular roster or ordinary hours of work and when that change is proposed to commence);

- (c) invite the Employee or Employees affected and their representatives, if any, to give their views about the impact of the proposed change (including any impact in relation to their family or caring responsibilities); and
- (d) give consideration to any views about the impact of the proposed change that is given by the Employee or Employees concerned and/or their representatives.

**11A.3** The requirement to consult under this clause 11A does not apply to an Employee where the change to an Employee's regular roster or ordinary hours of work is as a consequence of that Employee's irregular, sporadic or unpredictable working hours, self-rostering or, where permitted, a rotating roster.

**11A.4** The provisions of this clause 11A are to be read in conjunction with the terms of the engagement between the Employer and Employee, and other Agreement provisions concerning the scheduling of work and notice requirements.

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## **11B. No Amalgamation of Wards without Agreement of ANMF and Employer**

**11B.1** A proposed amalgamation of wards will be subject to consultation under clause 11, save that clause 11.10 will not apply and instead the dispute will be notified to the Statewide Industry Panel under clause 14.

**11B.2** During the life of the Agreement there will be no amalgamation of wards that will result in:

- (a) an increase in workload for the Employees working in those wards who are covered by this Agreement; or
- (b) increase in patient risk (in those wards),

without the agreement of the ANMF and the Employer.

**11B.3** The Statewide Industry Panel will have regard to the DOH's Guidelines which will reflect historical and contemporary practice and standards.

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## **12. Redundancy and Associated Entitlements**

### **12.1 Arrangement**

This clause is arranged as follows:

- (a) Arrangement (subclause 12.1);
- (b) Definitions (subclause 12.2);
- (c) Redeployment (subclause 12.3);
- (d) Support to Affected Employees (subclause 12.4);
- (e) Salary maintenance (subclause 12.5);
- (f) Relocation (subclause 12.6);
- (g) Employment terminates due to redundancy (subclause 12.8); and
- (h) Exception to application of Victorian Government's policy with respect to severance pay (subclause 12.8).

## 12.2 Definitions

- (a) **Affected Employee** for this clause 12 means an Employee whose role will be redundant.
- (b) **Comparable Role** means an ongoing role that:
  - (i) is the same occupation as that of the Affected Employee's redundant position or if not, is in an occupation acceptable to the Affected Employee; and
  - (ii) is any of the following:
    - (A) in the same clinical specialty as that of the Affected Employee's former position;
    - (B) in a clinical specialty acceptable to the Affected Employee; or
    - (C) a position that with the reasonable support described at 12.3(g), the Affected Employee could undertake; and
  - (iii) is the same Level as the Affected Employee's redundant position;
  - (iv) takes into account the number of ordinary hours normally worked by the Affected Employee;
  - (v) is a Reasonable Distance from the Affected Employee's current work location;
  - (vi) takes the Affected Employee's personal circumstances, including family responsibilities, into account; and
  - (vii) takes account of health and safety considerations.
- (c) **Consultation** is as defined at clause 11 (Consultation) of this Agreement.
- (d) **Continuity of Service at 12.8** means that the service of the Employee is treated as unbroken and that the cap on the transfer of personal leave at subclause 61.8 does not apply. However, continuity of service is not broken where an Employer pays out accrued annual leave or long service leave upon termination in accordance with this Agreement.
- (e) **Level** for the purposes of this clause 12 means a weekly salary in Schedule 2 that is at least equal to or higher than the weekly salary in Schedule 2 for the Role the Employee held immediately prior to redundancy.
- (f) **Reasonable Distance** means a distance that has regard to the Employee's original work location, current home address, capacity of the Employee to travel, additional travelling time, effects on the personal circumstances of the affected Employee, including family commitments and responsibilities and other matters raised by the Employee, or assistance provided by their Employer.
- (g) **Redeployment period** means a period of 13 weeks from the time the Employer notifies the Affected Employee in writing that consultation under clause 11 is complete and that the redeployment period has begun.
- (h) **Redundancy** means the Employer no longer requires the Affected Employee's job to be performed by anyone because of changes in the operational requirements of the Employer's enterprise.

- (i) **Relocation** means an Affected Employee is required to move to a different campus as a result of an organisational change on either a temporary or permanent basis.
- (j) **Salary maintenance** means an amount representing the difference between what the Affected Employee was normally paid immediately prior to the Affected Employee's role being made redundant and the amount paid in the Affected Employee's new role following redeployment.

### 12.3 Redeployment

- (a) An Affected Employee whose role will be redundant will be considered for redeployment during the redeployment period.

- (b) **Employee to be advised in writing**

The Affected Employee must be advised in writing of:

- (i) the date the Affected Employee's role is to be redundant;
- (ii) details of the redeployment process;
- (iii) the reasonable support that will be provided in accordance with subclause 12.3(g); and
- (iv) the Affected Employee's rights and obligations.

- (c) **Employer obligations**

The Employer will:

- (i) make every effort to redeploy the Affected Employee to a Comparable Role in terms of classification, grade and income, including appointing a case manager to provide the Affected Employee with support and assistance;
- (ii) take into account the personal circumstances of the Affected Employee, including family commitments and responsibilities; and
- (iii) where the Employer is creating a new role/s substantially similar to the Affected Employee's redundant role; give priority to the redeployment of an Affected Employee/s to the new position/s before considering applicants that are not Affected Employees.

**Example:** The Employer needs fewer employees to do particular work and roles are being restructured to take this into account. In a 'spill and fill', the Employer will consider the Affected Employees for the new roles before other applicants.

- (d) **Employee obligations**

The Employee must actively participate in the redeployment process including:

- (i) identifying appropriate retraining needs;
- (ii) developing a resume/CV to assist in securing redeployment; and/or

- (iii) actively monitoring and exploring appropriate redeployment opportunities and working with the appointed case manager.

(e) **Rejecting a Comparable Role**

Where an Affected Employee rejects an offer of redeployment to a Comparable Role (as defined), the Affected Employee may be ineligible for a departure package referred to at subclause 12.7.

(f) **Temporary alternative duties**

An Affected Employee awaiting redeployment may be transferred to temporary alternative duties within the same campus, or where part of the Employee's existing employment conditions (or by agreement) at another campus. Such temporary duties will be in accordance with the Affected Employee's skills, experience, clinical area and profession.

(g) **Support for redeployment**

For an available role to be considered a Comparable Role, the Employer must provide the reasonable support necessary for the Affected Employee to perform the role which may include:

- (i) theory training relevant to the clinical area or environment of the role into which the Affected Employee is to be redeployed;
- (ii) a defined period of up to 12 weeks in which the Affected Employee works in a supernumerary capacity;
- (iii) support from educational staff in the clinical environment; and/or
- (iv) a review at 12 weeks or earlier to determine what, if any, further training is required.

(h) **Where no redeployment available**

If at any time during the redeployment period it is agreed that it is unlikely that the Affected Employee will be successfully redeployed, the Affected Employee may accept a redundancy package. Where this occurs, the Affected Employee will be entitled to an additional payment of the lesser of 13 weeks or the remaining redeployment period.

(i) **Non-Comparable Role**

An Affected Employee may agree to be redeployed to a role that is not a Comparable Role.

## 12.4 **Support to Affected Employees**

The Employer will provide Affected Employees whose position has been declared redundant with support and assistance which will include, where relevant:

- (a) counselling and support services;
- (b) retraining;
- (c) preparation of job applications;
- (d) interview coaching;
- (e) time off to attend job interviews; and

- (f) funding of independent financial advice for employees eligible to receive a separation package.

Other assistance may include but is not limited to career planning.

## **12.5 Salary Maintenance**

### **(a) Entitlement to salary maintenance**

An Affected Employee who is successfully redeployed will be entitled to salary maintenance where the Affected Employee's pay is reduced because the new role:

- (i) is a lower Level, grade, subgrade or increment;
- (ii) involves working fewer hours; and/or
- (iii) removes eligibility for penalties, loadings and the like.

### **(b) Period of salary maintenance**

Salary maintenance will be for a period of 52 weeks from the date the Affected Employee is redeployed except where the Affected Employee:

- (i) accepts another position within the salary maintenance period; and
- (ii) is paid in the other position an amount equal to or greater than the role that was made redundant.

### **(c) Preservation of accrued leave**

An Affected Employee entitled to salary maintenance will have their:

- (i) long service leave and annual leave accruals preserved before redeployment. Specifically, the value of the leave immediately prior to redeployment will not be reduced as a result of redeployment; and
- (ii) personal leave preserved in hours.

## **12.6 Relocation**

### **(a) Employer to advise in writing of relocation**

As soon as practicable but no less than seven (7) days after a decision is made by the Employer to temporarily or permanently relocate an Affected Employee, the Employer will advise the Affected Employee in writing of the decision, the proposed timing of the relocation and any other alternatives available to the Affected Employee. In addition, the Employer will:

- (i) ensure the relocation is a Reasonable Distance, unless otherwise agreed;
- (ii) ensure that the Affected Employee is provided with information on the new location's amenities, layout and local operations prior to the relocation; and
- (iii) consult with the Union regarding the content of such information.



(b) **Entitlement to relocation allowance**

An Affected Employee is entitled to relocation allowance where permanent or temporary relocation results in additional cost to the Affected Employee for travel and/or other expenses.

(c) **Employee to provide written estimate**

The Affected Employee must make a written application to the Employer with a written estimate of the additional travelling cost and other expenses for the period of redeployment up to a maximum of 12 months.

(d) **Payment**

- (i) The Employer will pay the Affected Employee a relocation allowance up to \$1900.00 based on the written estimate of the Affected Employee referred to at (c) where the Employer accepts that estimate represents the additional cost to the Affected Employee. The allowance shall be paid as a lump sum.
- (ii) When considering the Affected Employee's estimate, the Employer may have regard to the Reasonable Distance.
- (iii) In the event of a dispute about the Affected Employee's estimate it will be resolved under clause 13 – Dispute Resolution Procedure.

(e) **Exceptions**

- (i) An Affected Employee is not entitled to the relocation allowance if the site or campus to which the Affected Employee is being relocated is a location to which they can be expected to be deployed as part of their existing employment conditions.

(f) **Fixed term employees not excluded**

An Affected Employee on a fixed term contract who is relocated will be covered by the terms of this clause for the duration of the fixed term contract.

**12.7 Employment terminates due to redundancy**

The Victorian Government's policy with respect to public sector redundancy and the entitlements upon termination of employment as a result of redundancy are set out in the Public Sector Industrial Relations Policies 2015. The policy as at the time this Agreement comes into operation applies to Employees but does not form part of this Agreement.

**12.8 Exception to application of Victorian Government's policy with respect to severance pay**

- (a) Where the Affected Employee's Employer secures a Comparable Role (as defined) with another Employer covered by this Agreement, which:
  - (i) is within a Reasonable Distance of the work site of the redundant position; and
  - (ii) provides Continuity of Service; and
  - (iii) where the Comparable Role results in a loss of income, salary maintenance at subclause 12.5 will apply; and
  - (iv) where relevant, consistent with the financial and other support provided to an internal redeployee,

the Employee will be considered successfully redeployed as though the employment was with the same Employer and no severance pay will apply.

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## 13. Dispute Resolution Procedure

### 13.1 Resolution of disputes and grievances

- (a) For the purpose of this clause 13, a dispute includes a grievance.
- (b) This dispute resolution procedure will apply to any dispute arising in relation to:
  - (i) this Agreement (for the avoidance of doubt, this includes a request for flexible working arrangements or a request for an additional 12 months' parental leave); or
  - (ii) the NES.
- (c) A **Party** for the purposes of this clause is the Employee/s or the Employer that are subject to the dispute.
- (d) A Party subject to the dispute may choose to be represented at any stage by a representative including a Union or employer organisation. A representative, including a Union or employer organisation on behalf of an Employer, may initiate a dispute.

### 13.2 Obligations

- (a) The Parties to the dispute and their representatives must genuinely attempt to resolve the dispute through the processes set out in this clause and must cooperate to ensure that these processes are carried out expeditiously.
- (b) While the dispute resolution procedure is being conducted work will continue normally according to the usual practice that existed before the dispute, until the dispute is resolved.
- (c) This requirement does not apply where an Employee:
  - (i) has a reasonable concern about an imminent risk to their health or safety;
  - (ii) has advised the Employer of the concern; and
  - (iii) 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.
- (d) No Party to a dispute or person covered by the Agreement will be prejudiced with respect to the resolution of the dispute by continuing work under this clause.

### 13.3 Dispute settlement facilitation

- (a) Where the chosen representative is another Employee of the Employer, that Employee will be released by the Employer from normal duties as is reasonably necessary to enable them to represent the Employee/s including:
  - (i) investigating the circumstances of the dispute; and
  - (ii) participating in the processes to resolve the dispute, including conciliation and arbitration.

- (b) An Employee who is a Party to the dispute will be released by the Employer from normal duties as is reasonably necessary to enable them to participate in this dispute settling procedure so long as it does not unduly affect the operations of the Employer.

#### **13.4 Discussion of dispute at workplace**

- (a) The Parties will attempt to resolve the dispute at the workplace as follows:
  - (i) in the first instance by discussions between the Employee/s and the Employee's line manager or other relevant manager; and
  - (ii) if the dispute is still unresolved, by discussions between the Employee/s and more senior managers.

Nothing in this clause 13.4 prevents the Parties from agreeing, at any time, to conducting their discussions in writing, subject to clause 13.2.

- (b) The discussions at subclause 13.4(a) will take place within fourteen days or such longer period as mutually agreed, save that agreement will not be unreasonably withheld.
- (c) Where a Party believes the requirements of this clause 13.4 have not been complied with, they will notify the other of their concern in writing as soon as practicable.
- (d) If a dispute cannot be resolved at the workplace it may be referred by a Party to the dispute or representative to the Commission for conciliation and, if the matter in dispute remains unresolved, arbitration.

#### **13.5 Disputes of a collective character**

Disputes of a collective character may be dealt with more expeditiously by an early reference to the Commission. However, no dispute of a collective character may be referred to the Commission directly without a genuine attempt to resolve the dispute at the workplace level.

#### **13.6 Conciliation**

- (a) Where a dispute is referred for conciliation, the Commission member will do everything the member deems right and proper to assist the Parties to settle the dispute.
- (b) Conciliation before the Commission is complete when:
  - (i) the Parties to the dispute agree that it is settled; or
  - (ii) the Commission member conducting the conciliation, either on their own motion or after an application by a Party, is satisfied there is no likelihood that further conciliation will result in settlement within a reasonable period; or
  - (iii) the Parties to the dispute inform the Commission member there is no likelihood the dispute will be settled and the member does not have substantial reason to refuse to regard conciliation as complete.

#### **13.7 Arbitration**

- (a) If, when conciliation is complete, the dispute is not settled, either Party may request the Commission proceed to determine the dispute by arbitration.

- (b) The Commission member that conciliated the dispute will not arbitrate the dispute if a Party objects to the member doing so.
- (c) Subject to subclause 13.7(d) below, a decision of the Commission is binding upon the persons covered by this Agreement.
- (d) An appeal lies to a Full Bench of the Commission, with the leave of the Full Bench, against a determination of a single member of the Commission made pursuant to this clause.

### **13.8 Conduct of matters before the Commission**

- (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 Commission will conduct the matter in accordance with sections 577, 578 and Subdivision B of Division 3 of Part 5-1 of the Act.
- (b) For the avoidance of doubt, nothing in this clause 13 affects the operation of section 596 of the Act.

### **13.9 Interaction with Statewide Industry Panel**

- (a) In respect to any matter arising under clause 14.3 and 11B, disputes will only be resolved by the Statewide Industry Panel in accordance with the terms of 14.
- (b) Where an application is made under clause 14.4 (concerning an existing classification), the dispute resolution procedure may also be used by either Party except that arbitration under 13.7 may only occur by agreement between the Parties.
- (c) Determinations of the Statewide Industry Panel under 14.8 will, subject to subclauses 14.6(e) to 14.6(i), be binding on the Employers and the Employees.

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## **14. Statewide Industry Panel**

### **14.1 Application**

The Statewide Industry Panel (**Panel**) can undertake the following functions:

- (a) Determine applications regarding classifications where:
  - (i) an Employee's position or position the Employer proposes to create is not subject to an existing classification in the Agreement or previous determination of the Statewide Classification Committee (see clause 14.3);
  - (ii) there is a dispute about an existing classification under this Agreement (see clause 14.4) which may include the categorisation of the campus or health service;
- (b) Determine disputes that arise under clause 11B (No amalgamation of wards without agreement of the Unions and Employer); and/or
- (c) Undertake the tasks with respect to descriptors regarding the CAPR classification stream, Nurse/Midwife Unit Manager classification and CNC as described at 14.9 (Development and finalisation of Classification descriptors).

## **14.2 Panel**

- (a) The Panel will comprise three persons being:
  - (i) a nominee of the VHIA (on behalf of the Employers);
  - (ii) a nominee of the ANMF (on behalf of the Employees); and
  - (iii) an independent chairperson agreed by VHIA and the ANMF or, in the absence of agreement, as nominated by the Minister for Health.
- (b) The Panel will commence to determine the matter within 21 days of the application and conclude its deliberations within a further 21 days.
- (c) No nominee on the Panel may be involved in a matter if they are directly affected by or are personally interested in the outcome.
- (d) The Panel shall act independently of the VHIA and the ANMF.
- (e) The Panel chairperson shall act as an independent third party in deliberations of the Panel.
- (f) The Parties to an application to the Panel bear their own costs (save for the chairperson).
- (g) The Panel shall be responsible for determining its own procedure, provided that the procedure shall be consistent with the requirements of this clause 14, and shall adopt an inquisitorial procedure (rather than an adversarial procedure).

## **14.3 Application to Panel where not subject to an existing classification**

- (a) Where the circumstances in subclause 14.1(a)(i) arise, a written notification to the Panel will be made as follows:
  - (i) By the Employer within 14 days of the matter arising under subclause 14.1(a)(i);
  - (ii) By the Employee and/or their representative (such as the ANMF) where:
    - (A) the Employer has been notified in writing of the intention to make an application to the Panel;
    - (B) 28 days have elapsed since that written notification without the Employer having made an application to the Panel in relation to the identified position/s; and
    - (C) the Employer and the Employee (and the Employee's representative) have met and discussed the proposed application and the outcome of the discussion confirmed in writing; and
    - (D) the Employer and Employee (and their representatives where relevant) have cooperated to ensure a meeting occurs within 28 days of 14.3(a)(ii)(A).
  - (iii) Where an Employer fails to cooperate and meet as required at subclause 14.3(a)(ii)(C) or (D), this does not prevent an Employee application to the Panel.

- (iv) Where an Employee (or representative) fails to cooperate and meet as required at subclause 14.3(a)(ii)(C) or (D), this will result in the Panel not dealing with the application until that meeting occurs.
- (b) Where an application is received, the Chairperson will notify the applicable Union/s and VHIA in writing.

#### **14.4 Application to Panel where there is a dispute regarding an existing classification**

- (a) Either an Employer or an Employee (or their representatives) may make an application to the Panel regarding a dispute about an Employee's classification where the Parties have attempted to resolve the dispute at the workplace as described at clause 13.4 and met the obligations set out at 13.2.
- (b) Where an application is made to the Panel the terms of clause 13.2 continue to apply.
- (c) An Employee who is a Party to the dispute will be released by the Employer from normal duties as is reasonably necessary to enable them to participate in this dispute settling procedure so long as it does not unduly affect the operations of the Employer.

#### **14.5 Materials to be provided to the Panel for classification applications**

Where an application to the Panel is made under 14.3 or 14.4:

- (a) the Employer will provide the following materials (where available) as soon as practicable:
  - (i) the position description of the role;
  - (ii) mandatory and desirable post registration skills, knowledge and education;
  - (iii) the grade proposed by the applicant and the comparator position/s used to determine the proposed grade;
  - (iv) proposed and/or actual professional reporting lines for/to the proposed position/s;
  - (v) outline of the existing and proposed organisational structure applicable to the position/s; and
  - (vi) identification of EFT and skill mix (if any) that reports to the position/s; and
- (b) Where the application concerns an existing Employee, the Employer will ensure the Employee is given the opportunity to provide:
  - (i) an outline of the skill, duties, responsibilities and educational underpinning of the role;
  - (ii) objective observations on any differences between the role and that described in the position description; and
  - (iii) the Employer's response, if any, to the existing employee's outline at 14.5(b)(i) and (ii).

## 14.6 Role of the Panel in considering an application

- (a) In considering an application, the Panel will:
  - (i) in the case of an application under 14.3, utilise available research-based skill matrices and other relevant material;
  - (ii) in the case of an application under 14.3 or 14.4 determine classification applications by the inherent requirements of the position, not those of the individual;
  - (iii) in the case of an application under 14.4 apply the classification descriptors of the Agreement;
  - (iv) in the case of an application under 14.1(b), have regard to the DOH's Guidelines which will reflect historical and contemporary practice standards; and
  - (v) in the case of an application under clause 14.1(a) or (b), consider any materials submitted by or on behalf of the DOH.
- (b) The Panel may otherwise inform itself in any manner it sees fit including, in the case of a classification application under 14.3 or 14.4, by seeking the views of an expert advisor (who is not an employee of the health service subject of the application) agreed to by the Panel to provide clinical expertise in an area of nursing or midwifery practice in relation to the classification matter under consideration.
- (c) The Employer or VHIA and the Employee/s and/or ANMF can advocate to the Panel.
- (d) The Panel will determine applications by majority, with written reasons to be prepared by the Chairperson (including any dissenting decision or a summary of any dissenting decision) and provided to the parties. In the case of an application under 14.3 or 14.4, the Panel may determine to support the re-grading or substitute a different grade to the role
- (e) A determination of the Panel will be considered binding unless either the Unions or VHIA make an application to have the determination reviewed by the Commission within 14 days of receiving written determination. For the avoidance of doubt, no activity under clause 14.9 constitutes a determination for the purposes of subclause 14.6(e).
- (f) An application to the Commission will include the application, determination, written reasons and supporting material.
- (g) On receipt of an application under this clause, the President of the Commission will appoint a member of the Commission to preside over the matter.
- (h) The Commission will be assisted by the Chairperson, who will explain their recommendation, the application and supporting material, and inform the Commission of the position of the ANMF and the VHIA.
- (i) The Commission will adopt an inquisitorial procedure (rather than an adversarial procedure) and will in effect stand in the shoes of the Panel and determine whether the Panel decision under review was properly reached, and may substitute or uphold the existing determination.. Any determination under this clause will be final and binding upon the parties and will not be subject to an appeal of the Full Bench.

**14.7 Additional role of the Chairperson in considering matters affecting a hospital/health service's funding**

- (a) The ANMF and VHIA recognise that the Victorian Government, represented by the DOH, has an implied right to have its interests heard and considered in decisions of the Panel.
- (b) If a matter before the Panel under clause 14.1(a) or (b) may result in a requirement for additional funding to a hospital or health service (beyond what is currently provided under regular State budget mechanisms), the Chair will ensure that:
  - (i) the DOH has a fair opportunity to be heard by the Panel; and
  - (ii) the DOH's interests are given due consideration by the Panel in its decision-making.

**14.8 Panel determinations**

- (a) The Panel will notify the Employer (and Employee where applicable) of the outcome of the application in writing within 14 days of the decision.
- (b) In the case of an application under 14.1(a), the determined grade will apply from the date of the application or a later date determined by the Panel.
- (c) Until the determination of the Panel, the existing grade (where relevant) will continue to apply.
- (d) In the case of an application under 14.3, where the Panel or, on review, the Commission determines that a lower classification applies, the Employee will have their current salary maintained.

**14.9 Development and finalisation of Classification descriptors**

- (a) The Parties will undertake the following:
  - (i) finalise the three level Nurse/Midwife Unit Manager classification descriptors;
  - (ii) develop and finalise classification descriptors for the CAPR classification stream (liaison, clinical coordinators and advanced practice, recognising the work the SCC completed) and associated translation arrangements; and
  - (iii) review CNC descriptors.
- (b) Pending the outcome of the tasks at 14.9 above, it is not the intention of ANMF or VHIA to pursue ad hoc classification reviews in relation to positions not already classified.
- (c) Pending the outcome of the task at 14.9(a)(i), the roles will continue to be classified using the descriptors arising from the SCC processes in the 2016 EBA.
- (d) To support the tasks described at 14.9(a), the ANMF and VHIA acknowledge that DOH will engage a consultant/s to undertake the classification development work and identify potential options for resolution. These options will be discussed between the ANMF, VHIA and DOH with a view to reaching agreement on and finalising the classification descriptors.



- (e) If the DOH, ANMF and VHIA are unable to agree on a classification descriptor after considering the options identified by the consultant under subclause 14.9(d), the outstanding classifications will be referred to a mediator for resolution.
- (f) Once all matters are agreed, the final proposals of classification descriptors will be issued to and finalised by the Panel.
- (g) The VHIA and ANMF will use their best endeavours to finalise the tasks at 14.8(a) by 1 April 2021.

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## 15. Managing Conduct and Performance

### 15.1 Application

- (a) Except as provided at 15.1(e), where an Employer has concerns about:
  - (i) the Conduct of an Employee; or
  - (ii) a performance issue that may constitute Misconduct,
 the following procedure will apply.
- (b) There are two steps in a disciplinary process under this clause as follows:
  - (i) investigative procedure; and
  - (ii) disciplinary procedure.
- (c) An Employee will be provided a reasonable opportunity to be represented at any time (including by a Union) with respect to all matters set out in this clause.
- (d) The Employer will notify the Employee in accordance with sub-clause 15.3(b) as soon as practicable following the Employer becoming aware of the alleged concerns at sub-clause 15.1(a).
- (e) **Exception - Employees who have not completed a minimum period of employment with their Employer**

Where an Employee has not completed a period of employment with their Employer of at least the minimum employment period defined at section 383 of the Act, and the Employer is considering the termination of the Employee's employment, the Employer will:

  - (i) provide the concerns in writing to the Employee as soon as practicable following the Employer becoming aware of the alleged concerns;
  - (ii) advise the Employee of their right to have a representative, including a Union representative;
  - (iii) other than in the case of Serious Misconduct, provide the Employee with an opportunity to improve their Performance or Conduct;
  - (iv) meet with the Employee (and, where relevant, their representative); and
  - (v) consider any explanation by the Employee including any matters raised in mitigation before making a decision to terminate the employment.

The terms of clause 15.3 to 15.5 inclusive do not apply to Employees within the scope of the exception in this clause 15.1(e).

## 15.2 Definitions

- (a) **Conduct** means the manner in which the Employee's behaviour impacts on their work.
- (b) **Misconduct** means an Employee's intentional or negligent failure to abide by or adhere to the standards of conduct expected by the Employer. A performance issue can be considered misconduct where, despite all reasonably practicable interventions by the Employer, the Employee is unable to fulfil all or part of their job requirements to a satisfactory level.
- (c) **Performance** means the manner in which the Employee fulfils their job requirements. The level of performance is determined by reference to an Employee's knowledge, skills, qualifications, abilities and the requirements of the role.
- (d) **Serious Misconduct** is as defined under the Act and is both wilful and deliberate. Currently the Act defines serious misconduct, in part, as:
  - (i) wilful or deliberate behaviour by an employee that is inconsistent with the continuation of the contract of employment;
  - (ii) conduct that causes serious and imminent risk to:
    - (A) the health or safety of a person; or
    - (B) the reputation, viability or profitability of the employer's business.

Conduct that is serious misconduct includes each of the following:

- (iii) the Employee, in the course of the Employee's employment, engaging in:
  - (A) theft;
  - (B) fraud; or
  - (C) assault;
- (iv) the Employee being intoxicated at work;
- (v) the Employee refusing to carry out a lawful and reasonable instruction that is consistent with the Employee's contract of employment.

Subclauses 15.2(d)(iii)-15.2(d)(v) do not apply if the Employee is able to show that, in the circumstances, the conduct engaged in by the Employee was not conduct that made employment in the period of notice unreasonable.

## 15.3 Investigative procedure

- (a) The purpose of an investigative procedure is to conclude whether, on balance, concerns regarding Conduct or Performance are well-founded and supported by evidence. An investigation procedure must be fair including proper regard to procedural fairness.

- (b) The Employer will:
  - (i) advise the Employee of the concerns and allegations in writing;
  - (ii) provide the Employee with any material which forms the basis of the concerns before seeking a response;
  - (iii) ensure the Employee is provided a reasonable opportunity to answer any concerns including a reasonable time to respond;
  - (iv) advise the Employee of their right to have a representative, including a Union representative;
  - (v) ensure that the reason for any interview is explained; and
  - (vi) take reasonable steps to investigate the Employee's response.
- (c) Where the Employer has complied with subclause 15.3(b)(i)-(iv) and the Employee does not dispute the concerns, the Employee may opt to decline the opportunity to be interviewed.
- (d) Where the Employee opts to decline the opportunity to be interviewed, the Employee may still raise matters under clause 15.4(c) including matters in mitigation if a disciplinary procedure (see clause 15.4) is proposed.

**15.4 Procedure to address poor Performance or Misconduct**

- (a) The procedure applies if, following the investigation, the Employer reasonably considers that the Employee's Conduct or Performance may warrant disciplinary steps being taken.
- (b) The Employer will:
  - (i) notify the Employee in writing of the outcome of the investigation process, including the basis of any conclusion; and
  - (ii) provide the Employee with a reasonable opportunity to provide information about the matters in 15.4(c).
- (c) In considering whether to take disciplinary action, the Employer will consider:
  - (i) whether there is a valid reason related to the Conduct or Performance of the Employee arising from the investigation justifying disciplinary action;
  - (ii) whether the Employee knew or ought to have known that the Conduct or Performance was below acceptable standards; and
  - (iii) any explanation by the Employee relating to Conduct including any matters raised in mitigation.

**15.5 Possible outcomes**

- (a) Where it is determined that after following the procedures in this clause 15 that disciplinary action is warranted, the Employer may take any of the following steps depending on the seriousness of the Conduct or Performance and the steps shall be recorded on the Employee's personnel file:
  - (i) where the Performance or Conduct issue does not constitute Serious Misconduct:

- (A) counsel the Employee;
  - (B) give the Employee a first written warning;
  - (C) give the Employee a second written warning in the event that the Employee has previously been given a first written warning within the previous 12 months for that course of Conduct;
  - (D) 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; or
  - (E) terminate the Employee's employment 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
- (ii) where the Performance or Conduct issue does constitute Serious Misconduct:
- (A) terminate the Employee's employment without notice; or
  - (B) alternatively, issue the Employee with a final warning without following the steps in subclause 15.5(a)(i) above.
- (b) The Employer's decision and a summary of its reasons will be notified to the Employee in writing.
- (c) If after any warning or counselling, a period of 12 or 18 months elapses (as relevant) without the Employee repeating a course of Conduct for which the preceding warning or counselling was given, the Employer cannot rely on the preceding warning or counselling for the purpose of using a further warning.

## 15.6 Disputes

A dispute over the clause (including sub-clause 15.7) is to be dealt with in accordance with the Dispute Resolution Procedure of this Agreement.

## 15.7 Performance Management

- (a) Nothing in this clause 15 will prevent the Employer from undertaking performance management to support Employees.
- (b) In this clause 15, **performance management** includes reasonable actions to address performance by identifying performance deficits, the Employer's expected outcomes and performance measures, and strategies to meet those measures including the provision of support and education the Employee may reasonably require. Performance management measures may be included in a performance improvement plan that seeks to address the identified deficits within a reasonable time period.
- (c) In this clause 15, performance management does not include sanctions in addition to those set out at clause 15.5 above.

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## **16. Flexible Working Arrangements**

- 16.1** The Act entitles a specified Employee to request flexible working arrangements in specified circumstances.
- 16.2** For the purposes of this clause 16, a long term casual Employee means a casual Employee (as defined in clause 19.1) that has been employed by the Employer on a regular and systematic basis.
- 16.3** A specified Employee is a:
- (a) full-time or part-time Employee with at least 12 months continuous service; or
  - (b) long term casual Employee with a reasonable expectation of continuing employment by the Employer on a regular and systematic basis.
- 16.4** The specified circumstances are if the Employee:
- (a) is the parent, or has responsibility for the care, of a child who is of school age or younger;
  - (b) is a carer within the meaning of the *Carer Recognition Act 2010* caring for someone who has a disability, a medical condition (including a terminal or chronic illness), a mental illness or is frail or aged;
  - (c) has a disability;
  - (d) is 55 or older;
  - (e) is experiencing violence from a member of the Employee's family; or
  - (f) provides care or support to a member of the Employee's immediate family, who requires care or support because the member is experiencing violence or abuse from the member's family.
- 16.5** A specified Employee may make a request to the Employer for a change in working arrangements relating to the circumstances at subclause 16.4.
- 16.6** A request for a flexible work arrangement includes (but is not limited to) a request to work part-time upon return to work after taking leave for the birth or adoption of a child to assist the Employee to care for the child (which may, for example, include a reduction in existing part-time hours).
- 16.7** Changes in working arrangements may include but are not limited to hours of work, patterns of work and location of work.
- 16.8** The request by the Employee must be in writing, set out the change sought and reasons for the change.
- 16.9** The Employer must give the Employee a written response to the request within 21 days, stating whether the Employer grants or refuses the request. A request may only be refused on reasonable business grounds as described in the NES.
- 16.10** Where the Employer refuses the request, the written response must include details of the reasons for the refusal.
- 16.11** Where a request for flexible work arrangements is made, an Employee or Employer is entitled to meet with the other party to discuss:
- (a) the request;

- (b) an alternative to the request; or
  - (c) reasons for a refusal on reasonable business grounds.
- 16.12** An Employee or Employer may choose to be represented at a meeting under subclause 16.11 by a representative including a Union or employer organisation.
- 16.13** The dispute resolution procedure in the Agreement will apply to any grievance/dispute arising in relation to a request for flexible working arrangements.
- 16.14** Other entitlements relevant to family violence can be found at clause 64 (Family Violence Leave).

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## **16A. Individual Flexible Working Arrangements**

- 16A.1** An Employer and Employee covered by this Agreement may agree to make an individual flexibility arrangement to vary the effect of terms of the Agreement if:
- (a) the arrangement deals with one (1) or more of the following matters:
    - (i) when work is performed;
    - (ii) overtime rates;
    - (iii) penalty rates;
    - (iv) allowances; and/or
    - (v) leave loading; and
  - (b) the arrangement meets the genuine needs of the Employer and Employee in relation to one (1) or more of the matters mentioned in subclause 16A.1(a); and
  - (c) the arrangement is genuinely agreed by the Employer and Employee.
- 16A.2** The Employee may appoint a representative for the purposes of the procedure in this clause 16A, including the Union. Except as provided in subclause 16A.5(c), the arrangement must not require the approval or consent of a person other than the Employer and the individual Employee.
- 16A.3** The Employer must ensure that the terms of the individual flexibility arrangement:
- (a) are about permitted matters under section 172 of the Act;
  - (b) are not unlawful terms under section 194 of the Act; and
  - (c) result in the Employee being better off overall than the Employee would be if no arrangement was made.
- 16A.4** Where the Employee's understanding of written English is limited, the Employer will take measures, including translation into an appropriate language, to ensure the Employee understands the proposed individual flexibility arrangement.
- 16A.5** The Employer must ensure that the individual flexibility arrangement:
- (a) is in writing;
  - (b) includes the name of the Employer and Employee;
  - (c) is signed by the Employer and the Employee and, if the Employee is under 18 years of age, the Employee's parent or guardian;

- (d) includes details of:
  - (i) the terms of the Agreement that will be varied by the arrangement;
  - (ii) how the arrangement will vary the effect of the terms; and
  - (iii) how the Employee will be better off overall in relation to the terms and conditions of their employment as a result of the arrangement; and
- (e) states the date the arrangement commences.

**16A.6** The Employer must give the Employee a copy of the individual flexibility arrangement within 14 days after it is agreed to.

**16A.7** The Employer or Employee may terminate the individual flexibility arrangement:

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

## **PART C – TYPES OF EMPLOYMENT, COMMENCEMENT OF EMPLOYMENT AND END OF EMPLOYMENT**

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### **17. Full-time Employment**

- 17.1** A full-time Employee is one who is engaged to work 38 hours per week or an average of 38 hours as per sub-clause 42.1 (Hours of Work).
- 17.2** A full-time Employee who is ready, willing and able to work full-time hours will 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.

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### **18. Part-time Employment**

- 18.1** A part-time Employee is one who is engaged to work less than an average of 38 hours per week.
- 18.2** The number of hours worked by a part-time Employee may vary from week to week by mutual agreement.
- 18.3** A part-time Employee will be paid an hourly rate equal to 1/38th of the weekly salary for the Employee's classification. Payments for shift work (clause 34), Saturdays and Sundays (clause 48), Overtime clause 49 and Public Holidays (clause 56) also apply to part-time Employees.
- 18.4** Where a part-time Employee has an entitlement to leave under this Agreement, the part-time Employee will be paid according to the number of hours the Employee would have worked on the day/s on which the leave was taken except as provided at clause 59 (Cashing Out of Annual Leave).

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### **19. Casual Employment**

- 19.1** A casual Employee:
- (a) is an Employee who:
    - (i) is made an offer of employment on the basis that the Employer makes no firm advance commitment to continuing and indefinite work according to an agreed pattern of work (e.g. relief work such as replacing an employee on an unplanned absence); and
    - (ii) accepts the offer of employment on that basis; and
    - (iii) is an Employee as a result of that acceptance;
- 19.2** Subject to the minimum engagement period (or payment in lieu of), a casual Employee's engagement is terminable without prior notice by either party.
- 19.3** The minimum engagement for a casual Employee is two hours.
- 19.4** A casual Employee will be paid an hourly rate equal to 1/38th of the weekly salary for the Employee's classification plus 25%. Payments for shift work (clause 34), Saturdays and



Sundays (clause 48), Overtime (clause 49) and Public Holidays (clause 56) also apply to casual Employees.

**19.5** Except where expressly excluded, a casual Employee will be entitled to receive the allowances prescribed by Part E of this Agreement.

**19.6** The following provisions do not apply to casual Employees:

- (a) annual leave (clause 57);
- (b) purchased leave (clause 60);
- (c) paid personal leave (clause 61);
- (d) paid compassionate leave (subclause 65.4);
- (e) paid family violence leave (clause 64);
- (f) absences on defence leave (clause 72);
- (g) professional development leave (clause 75) other than clause 75.8 (mandatory training) which does apply to casual Employees;
- (h) study leave (clause 76);
- (i) examination leave (clause 77);
- (j) rosters (clause 45);
- (k) notice period before termination (clause 23); and
- (l) special disaster leave (clause 72B).

**19.7** A casual Employee is entitled to the following:

- (a) unpaid personal leave for carer's responsibilities (clause 62);
- (b) unpaid family violence leave (clause 64);
- (c) unpaid compassionate leave (sub-clause 65.7);
- (d) unpaid pre-adoption leave (clause 67);
- (e) parental leave (clause 68) subject to the eligibility requirements of that clause; and
- (f) unpaid ceremonial leave (clause 73).

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## **20. Casual Conversion**

**20.1** Employer offers

- (a) Subject to clause 20.2 and by 27 September 2021 in accordance with the NES, an Employer must make an offer to a casual Employee under this section if:
  - (i) the casual Employee has worked shifts for the Employer for a period of 12 months beginning the day the employment started; and
  - (ii) during at least the last 6 months of that period, the Employee has worked a regular pattern of hours on an ongoing basis which, without

significant adjustment, the Employee could continue to work as a full-time employee or a part-time employee (as the case may be).

- (b) The Employer's offer under clause 20.1(a) must:
  - (i) be in writing; and
  - (ii) be an offer for the Employee to convert:
    - (A) for an Employee that has worked the equivalent of full-time hours during the period referred to in clause 20.1(a)(ii) – to full-time employment; or
    - (B) for an Employee that has worked less than the equivalent of full-time hours during the period referred to in clause 20.1(a)(ii) – to part-time employment that is consistent with the regular pattern of hours worked during that period;
  - (iii) be given to the Employee within 21 days after the end of the 12-month period referred to in clause 20.1(a)(i).

## **20.2 When Employer offers not required**

- (a) An Employer is not required to make an offer under clause 20.1(a) to a casual Employee if:
  - (i) there are reasonable grounds not to make that offer; and
  - (ii) the reasonable grounds are based on facts that are known, or reasonably foreseeable, at the time of deciding not to make the offer;
- (b) The Employer must give written notice to a casual Employee in accordance with clause 20.2(d) if:
  - (i) the Employer decides under clause 20.2(a) not to make an offer to the Employee; or
  - (ii) the Employee has been employed by the Employer for the 12-month period referred to in clause 20.1(a)(i) but does not meet the requirement referred to in paragraph 20.1(a)(ii).
- (c) Without limiting subclause 20.2(a), reasonable grounds for deciding not to make an offer include the following:
  - (i) the Employee's position will cease to exist in the period of 12 months after the time of deciding not to make the offer, such as where a casual Employee works shifts replacing an employee absence;
  - (ii) the hours of work which the Employee is required to perform will be significantly reduced in that period;
  - (iii) there will be a significant change in either or both of the following in that period:
    - (A) the days on which the Employee's hours of work are required to be performed;
    - (B) the times at which the Employee's hours of work are required to be performed;

which cannot be accommodated within the days or times the Employee is available to work during that period;

(iv) making the offer would not comply with a recruitment or selection process required by or under a law of the Commonwealth or a State or a Territory.

(d) The notice must:

(i) advise the Employee that the Employer is not making an offer under clause 20.1; and

(ii) include the details of the reasons for not making the offer (including any grounds on which the Employer has decided to not make the offer); and

(iii) be given to the Employee within 21 days after the end of the 12-month period referred to in clause 20.1(a)(i).

### **20.3 Employee response**

(a) The Employee must give the Employer a written response to the offer made under 20.1(a) within 21 days after the offer is given to the Employee, stating whether the Employee accepts or declines the offer.

(b) If the Employee fails to give the Employer a written response in accordance with subclause 20.3(a), the Employee is taken to have declined the offer.

### **20.4 Acceptances of offers**

(a) If the Employee accepts the offer, the Employer must, within 21 days after the day the acceptance is given to the Employer, give written notice to the Employee of the following:

(i) whether the Employee is converting to full-time employment of part-time employment;

(ii) the Employee's hours of work after the conversion takes effect;

(iii) the day the Employee's conversion to full-time or part-time employment takes effect

(b) However, the Employer must discuss with the Employee the matters the Employer intends to specify for the purposes of subclause 20.4(a)(i)-(iii) before giving the notice.

(c) The day specified for the purposes of subclause 20.4(a)(iii) must be the first day of the Employee's first full pay period that starts after the day the notice is given, unless the Employee and Employer agree to another day.

### **20.5 Employee requests**

(a) A Casual Employee may make a request of an Employer under this clause if:

(i) the Employee has been employed by the Employer for a period of at least 6 months beginning the day the employment started;

(ii) the Employee has, in the period of 6 months ending the day the request is given, worked a regular pattern of hours on an ongoing basis which, without significant adjustment, the Employee could

continue to work as a full-time Employee or part-time Employee (as the case may be); and

- (iii) all of the following apply:
  - (A) the Employee has not, at any time during the period referred to in subclause 20.5(a)(ii), refused an offer made to the Employee under clause 20.1;
  - (B) the Employer has not, at any time during that period, given the Employee a notice in accordance with sub-clause 20.2(c)(i);
  - (C) the Employer has not, at any time during that period, given a response to the Employee under clause 20.6 refusing a previous request made under this clause;
  - (D) the request is not made during the period of 21 days after the period referred to in subclause 20.1(a)(i).

(b) The request must:

- (i) be in writing;
- (ii) be a request for the Employee to convert:
  - (A) for an Employee that has worked the equivalent of full-time hours or shifts on a regular and systematic basis during the period referred to in clause 20.5(a)(ii) – to full-time employment; or
  - (B) for an Employee that has worked less than the equivalent of full-time hours or shifts on a regular and systematic basis during the period referred to in paragraph 20.5(a)(ii) – to part-time employment that is consistent with the regular pattern of hours or shifts worked during that period; and
- (iii) be given to the Employer.

## **20.6 Employer must give a response**

The Employer must give the Employee a written response to the request made under clause 20.5 within 21 days after the request is given to the Employer, stating whether the Employer grants or refuses the request.

## **20.7 Refusals of requests**

- (a) The Employer must not refuse the request unless:
  - (i) the Employer has consulted the Employee;
  - (ii) there are reasonable grounds the refuse the request; and
  - (iii) the reasonable grounds are based on facts that are known, or reasonably foreseeable, at the time of refusing the request.
- (b) Without limiting subclause 20.7(a), reasonable grounds for refusing a request include the following:

- (i) it would require a significant adjustment to the Employee's hours of work in order for the Employee to be employed as a full-time Employee or part-time Employee
  - (ii) the Employee's position will cease to exist in the period of 12 months after giving the request;
  - (iii) the hours of work which the Employee is required to perform will be significantly reduced in the period of 12 months after giving the request;
  - (iv) there will be a significant change in either or both of the following in the period of 12 months after giving the request:
    - (A) the days on which the Employee's hours of work are required to be performed;
    - (B) the times at which the Employee's hours of work are required to be performed;

which cannot be accommodated within the days or times the Employee is available to work during that period;
  - (v) granting the request would not comply with a recruitment or selection process required by or under a law of the Commonwealth or a State or a Territory
- (c) If the Employer refuses the request, the written response under clause 20.6 must include details of the reasons for the refusal.

## **20.8 Grants of requests**

- (a) If the Employer grants the request, the Employer must, within 21 days after the day the request is given to the Employer, give written notice to the Employee of the following:
  - (i) whether the Employee is converting to full-time employment of part-time employment;
  - (ii) the Employee's pattern of hours or shifts after the conversion takes effect;
  - (iii) the day the Employee's conversion to full-time or part-time employment takes effect
- (b) However, the Employer must discuss with the Employee the matters the Employer intends to specify for the purposes of subclause 20.8(a)(i)-(iii) before giving the notice.
- (c) The day specified for the purposes of subclause 20.8(a)(iii) must be the first day of the Employee's first full pay period that starts after the day the notice is given, unless the Employee and Employer agree to another day.
- (d) To avoid doubt, the notice may be included in the written response under clause 20.6.

## **20.9 Effect of conversion**

- (a) An Employee is taken, on and after the day specified in a notice for the purposes of subclauses 20.4(a)(iii) and 20.8(a)(iii) to be a full-time Employee or a part-time Employee of the Employer.

- (b) Casual loading will cease, and, subject to subclause 70.6, any benefits relating to permanent employment will commence on the day specified in a notice for the purposes of subclauses 20.4(a)(iii) and 20.8(a)(iii).

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## 21. Fixed Term Employment

- 21.1 A fixed term Employee is an Employee who is employed for a specified period of time, which period is known at the commencement of the contract, or for a specified task such as a project or replacement of an absent employee.
- 21.2 Subject to clause 21.3, fixed term employment will not be used to fill an ongoing position.
- 21.3 Examples of where fixed term employment may be appropriate include:
- (a) RUSON/RUSOM positions;
  - (b) Graduate Nurse/Midwife positions;
  - (c) Post Graduate training positions;
  - (d) Long term WorkCover replacement;
  - (e) Special Projects;
  - (f) Positions created through identifiable funding external to the Employer not being funding that is part of an operating grant from government; and
  - (g) Backfill including for extended leave (such as Parental Leave and Long Service Leave) and to support flexible working arrangements.

**Note:** In this context, backfill to support flexible working arrangements does not refer to the Employee on the flexible working arrangement, but instead to an arrangement to work hours that arise from a flexible work arrangement that includes a temporary reduction in hours.

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## 22. Letter of Appointment

- 22.1 On commencement of employment, the Employer will provide each Employee with a letter of appointment containing the information set out in Appendix 3.
- 22.2 Where the appointment is varied, the variation shall be recorded in writing and a copy provided to the Employee.

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## 23. Notice Period before Termination

### 23.1 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 subclause 23.1(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.
- (c) **Continuous service** for the purpose of this clause has the same meaning as it does under clause 70 (Long Service Leave) and will include prior continuous service preceding a transfer of business, except in respect of any period of continuous service for which notice has already been given or paid.

- (d) An Employer may make payment in lieu of notice for part or all of the notice period. The payment in lieu of notice must equal or exceed the total of all amounts that the Employer would have paid had the Employee's employment continued until the end of the required notice period. That payment must be calculated on the basis of:
  - (i) the Employee's ordinary hours of work (even if not standard hours);
  - (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.
- (e) An Employee may terminate their employment by providing four weeks' notice to the Employer in writing. Subject to financial obligations imposed on the Employer by any legislation, if an Employee fails to give notice the Employer will 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.
- (f) Subclauses 23.1(a) to (d) do not affect an Employer's right to terminate an Employee's employment without notice for serious misconduct.
- (g) Subclauses 23.1(a) to (e) 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.

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

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

### **23.3 Certificate of Service on termination**

A certificate of service including the information at Appendix 6 will be provided to the Employee wherever practicable within 14 days of the date of termination including where a full-time or part-time Employee terminates employment and becomes a casual Employee.

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## **24. Transition to Retirement**

**24.1** An Employee may advise their Employer in writing of their intention to retire within the next five years and participate in a retirement transition arrangement.

**24.2** Transition to retirement arrangements may be proposed and, where agreed, implemented as:

- (a) a flexible working arrangement (see clause 16 (Flexible Working Arrangements));

- (b) in writing between the parties; or
- (c) any combination of the above.

**24.3** A transition to retirement arrangement may include but is not limited to:

- (a) a reduction in their EFT;
- (b) a job share arrangement; or
- (c) working in a position at a lower classification or rate of pay.

**24.4** The Employer will consider, and not unreasonably refuse, a request by an Employee who wishes to transition to retirement:

- (a) to use accrued Long Service Leave (**LSL**) or Annual Leave for the purpose of reducing the number of days worked per week while retaining their previous employment status; or
- (b) to be appointed to a role which that has a lower hourly rate of pay or hours (post transition role), in which case:
  - (i) the Employer will preserve the accrual of LSL at the time of reduction in salary or hours; and
  - (ii) where LSL is taken or paid out in lieu on termination, the Employee will be paid LSL hours at the applicable classification and grade, and at the preserved hours, prior to the post transition role until the preserved LSL hours are exhausted.



## PART D – WAGES

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### 25. Salary

*Note: The weekly salaries over the life of the Agreement (incorporating the increases set out in this clause) are contained in Appendix 2.*

- 25.1 The rates of pay applicable to Employees upon commencement of the Agreement are set out in the applicable column of the Table in Appendix 2.
- 25.2 Employee rates of pay will increase over the life of this Agreement as follows:
- (a) from the FFPPOOA 1 December 2020 – 3%;
  - (b) from the FFPPOOA 1 December 2021 – 3%; and
  - (c) from the FFPPOOA 1 December 2022 – 3%.
- 25.3 The calculation of the above percentages shall be made to the nearest 10 cents with any amount in the result not exceeding 5 cents to be disregarded.

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### 26. Payment of Wages, Employee Records and Related Matters

#### 26.1 Payment

Each Employee's wages will be paid fortnightly into the Employee's nominated account by electronic funds transfer, or other method determined by mutual agreement, on a weekday being not more than five days following the end of the pay period.

#### 26.2 Employee Records

##### (a) Payslip

The Act and Regulations set out an Employer's obligations with respect to pay slips, including but not limited to a requirement to specify:

- (i) the period to which the pay slip relates;
  - (ii) the amount of wages to which the Employee is entitled;
  - (i) if an amount was deducted from the gross amount of the payment, the name or the name and number of the fund or account into which the deduction was paid; and
  - (ii) the net amount for each payment.
- (b) To the extent reasonably practicable, payslips will record an Employee's accrued annual leave and personal leave.

##### (c) Records

The Act and Regulations set out an Employer's obligations with respect to record keeping including but not limited to:

- (i) a requirement to keep a record that sets out any leave the employee takes and the balance (if any) of the employee's entitlement to that leave from time to time;

- (ii) the inspection and copying of an employee record by the employee or former employee to whom the record relates; and
- (iii) the requirement to keep accurate employee records.

### **26.3 Payment on termination**

- (a) When an Employee's employment has been terminated by the Employer with notice, payment of all wages and other monies owing to an Employee will be made to the Employee on or before the final day of work of the Employee.
- (b) Where the Employer terminates the Employee's employment without notice, payment of all wages and other monies owing to the Employee will be made to the Employee within two business days.
- (c) When notice of termination of employment has been given by an Employee, payment of all wages and other monies owing to an Employee will be made as soon as practicable but not later than the ordinary pay day following the end of employment.

### **26.4 Underpayment**

- (a) Where an underpayment of wages occurs by reason of an error by the Employer involving 2.5% or more of the Employee's net weekly wage, the payment will be corrected within 24 hours at the request of the Employee save that:
  - (i) except in cases of hardship, amounts less than 2.5% will be processed in the Employee's next pay period; and
  - (ii) where the Employee notifies the Employer of hardship in respect of an amount owing less than 2.5%, the Employer will make its best endeavours to make the payment owing as soon as possible.
- (b) The Employer will notify the Employee of the adjustment being processed and provide the date of payment and any payment identification details.
- (c) This subclause 26.4 will not apply where:
  - (i) the Employer and Employee are in genuine dispute as to whether the monies are owed to the Employee;
  - (ii) the underpayment is the result of an Employee error; or
  - (iii) the reason for the underpayment is an unforeseen event or circumstance outside the control of the Employer, frustrating the Employer's ability to meet the requirements of this clause.

### **26.5 Biometric Timekeeping**

Where an Employer has or introduces biometric timekeeping, the Employer will give consideration to an Employee with genuine difficulties in complying with a requirement to utilise biometric technology to mitigate or avert the impact on that Employee.

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## **27. Superannuation**

*The subject of superannuation is dealt with extensively by federal legislation which prescribes the obligations and entitlements regarding superannuation. This clause is ancillary to and supplements those provisions.*

## 27.1 Definitions

In this clause:

- (a) **default fund** means the Aware Super superannuation fund (or its successor) while it provides a "MySuper product" as defined by the Act.
- (b) **preferred superannuation fund** means a fund that meets the definition of a superannuation fund in the *Superannuation Guarantee (Administration) Act 1992* (Cth).

## 27.2 Existing Employees

Employees will have the choice to nominate that the Employer contributions and their own contributions are made to the Employee's preferred superannuation fund (as defined above).

## 27.3 New Employees

The Employer will offer to make superannuation contributions on behalf of an Employee to:

- (a) the Employee's preferred superannuation fund;
- (b) HESTA (or successor); or
- (c) Aware Super superannuation funds (or successor).

## 27.4 Where new Employee does not nominate fund

If the Employee does not nominate a fund, the Employer will pay the Employee's superannuation contributions to the default fund.

## 27.5 Calculation of superannuation contributions

Superannuation contributions paid by the Employer will be calculated and paid on:

- (a) ordinary time earnings as defined in the *Superannuation Guarantee (Administration) Act 1992* (Cth) calculated on the Employee's pre-salary packaging earnings;
- (b) any additional amounts consistent with the trust deed of the superannuation fund; and
- (c) any payment for a period of paid parental leave under subclauses 68.5(a)(i)(A), 68.5(a)(ii)(A) or 68.10 until 30 June 2021, after which superannuation shall be paid on parental leave (paid and unpaid) in accordance with sub-clause 27.6.

## 27.6 Superannuation during parental leave – from 1 July 2021

From 1 July 2021, the Employer will make superannuation contributions throughout any period of parental leave, paid or unpaid. Such contributions will be calculated as follows:

- (a) The Employee's ordinary time earnings as defined in the *Superannuation Guarantee (Administration) Act 1992* (Cth) calculated on the Employee's pre-salary packaging earnings and any additional amounts consistent with the trust deed of the superannuation fund over 26 full pay periods immediately prior to commencing parental leave and divided by 52 (**Weekly Parental Leave Super Contribution**);
- (b) The Weekly Parental Leave Super Contribution will be paid during each week of Parental Leave (both paid and unpaid) save that:

- (i) the Employee will receive a pro rata payment for a period less than one (1) week; and
- (ii) where, during the period of parental leave (either paid or unpaid), the Employee's rate of pay increases under clause 25.2, the Employee's pre-salary packaging earnings as calculated above will be increased accordingly from the relevant date and superannuation paid on the increased amount.

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## **28. Salary Packaging**

- 28.1** An Employee may elect to salary package the current salary specified in Appendix 2 in accordance with the Employer's policy.
- 28.2** The Employee will compensate the Employer from within their salary, for any Fringe Benefits Tax (**FBT**) incurred as a consequence of the Employee's salary packaging arrangement. 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.
- 28.3** The Employee may elect to convert the amount packaged to salary for any reason, including where salary packaging ceases to be an advantage to the Employee because of subsequent changes to FBT legislation. Any costs associated with the conversion to salary will be borne by the Employee and the Employer will not be liable to make up any benefit lost as a consequence of an Employee's decision to convert to salary.
- 28.4** The Employee will be responsible for all costs associated with the administration of their salary packaging arrangements, provided that such costs will 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.
- 28.5** Employees who are considering salary packaging should seek independent financial advice. The Employer will not be responsible for the cost or outcome of any such advice.
- 28.6** Superannuation contributions paid by the Employer into an approved Fund will be calculated on the Employee's pre-packaged rate of pay.

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## **29. Accident Make-up Pay**

### **29.1 Entitlement to accident make-up pay**

An Employee receiving compensation for incapacity under the WIRC Act will be entitled to accident make-up pay from the Employer who is liable to pay compensation in accordance with this clause (including pro-rata for any part of a week).

### **29.2 Definitions**

- (a) **Accident make-up pay** means:
  - (i) In the case of an Employee with no current work capacity, a payment equal to the ordinary time earnings the Employee would ordinarily receive had the Employee been performing their normal duties and hours of work, less the amount of weekly compensation.
  - (ii) In the case of an Employee with a current work capacity, a payment equal to the ordinary time earnings the Employee would ordinarily receive, had the Employee been performing their normal duties and hours of work less the amount of weekly compensation and less the average amount the Employee is earning in suitable employment.

- (b) **Injury** under this clause has the same meaning as workers' compensation legislation and includes a disease contracted by an Employee in the course of the Employee's employment.
- (c) **Ordinary time earnings** excludes additional remuneration by way of shift premiums, overtime payments, special rates or other similar payments.

### 29.3 Maximum payment

The maximum period or aggregate of periods of accident make-up pay to be made by an Employer will be a total of 39 weeks for any one injury.

### 29.4 Accident Make-Up Pay will not apply in some circumstances

Accident make-up pay in accordance with this clause will not apply:

- (a) in respect of any injury during the first five normal working days of incapacity, except where the Employee contracts an infectious disease for which the Employee is entitled to receive workers compensation in which case accident make-up pay will apply from the first day of the incapacity;
- (b) to any incapacity occurring during the first two weeks of employment unless that incapacity continues beyond the first two weeks in which case accident make-up pay will apply only to the period of incapacity after the first two weeks;
- (c) during any period when the Employee fails to comply with the requirements of the WIRC Act with regard to examination by a medical practitioner;
- (d) where the injury for which the Employee is receiving weekly compensation payments is a pre-existing injury that work has contributed to by way of recurrence, aggravation, acceleration, exacerbation or deterioration, and the Employee failed to disclose the injury on engagement:
  - (i) following a request to do so by the Employer; and
  - (ii) the Employer providing the Employee details of the requirements of the position; and
  - (iii) where the Employee knew, or ought to have known, that the nature of the injury may impact on the ability of the Employee to undertake the work;
- (e) where the injury subject to recurrence, aggravation or acceleration as provided under workers' compensation legislation or industrial diseases contracted by a gradual process, unless the Employee has been employed with the Employer at the time of the incapacity for a minimum period of one month;
- (f) where in accordance with the WIRC Act a medical practitioner provides information to an Employer of an Employee's fitness for work or specifies work for which an Employee has a capacity and that work is made available by an Employer but not commenced by an Employee;
- (g) when the claim has been ceased or redeemed in accordance with the WIRC Act; or
- (h) in respect of any paid leave of absence.

## **29.5 Reduction of compensation**

Where an Employee receives a weekly payment under this clause and subsequently that payment is reduced pursuant to the WIRC Act, that reduction will not render the Employer liable to increase the amount of accident pay in respect of that injury.

## **29.6 Termination of employment**

### **(a) Termination of Employment by the Employee**

Accident make-up pay ceases where the Employee terminates their employment except:

- (i) if an Employee with partial incapacity cannot obtain suitable employment from the Employer but such alternative employment is available with another Employer; and
- (ii) the Employee, if required, provides evidence to the Employer of the continuing payment of weekly compensation payments.

### **(b) Termination of Employment by the Employer**

An entitlement to accident make-up pay does not cease on termination where the Employer terminates the Employee's employment, except where the termination is for serious and wilful misconduct.

## **29.7 Civil damage claims**

- (a) An Employee receiving or who received accident make-up pay must advise the Employer of any action or claim the Employee may institute for damages. If requested, the Employee will provide an authority to the Employer entitling the Employer to a charge upon any money payable pursuant to any judgment or settlement on that injury.
- (b) Where an Employee obtains a judgment or settlement for damages in respect of an injury for which the Employee received accident make-up pay, the Employer's liability to pay accident make-up pay ceases from the date of such judgment or settlement where the damages are not reduced (in whole or part) by the accident make-up pay paid by the Employer. Where damages from a judgment or settlement are not reduced to take into account accident make-up pay paid by the Employer (in whole or part), the Employee must repay the Employer the accident make-up pay to the extent the damages were not reduced.
- (c) Where an Employee obtains a judgment or settlement for damages against a person other than the Employer in respect of an injury for which the Employee received accident make-up pay, the Employer's liability to pay accident make-up pay will cease from the date of such judgment or settlement where the damages are not reduced (in whole or part) by the amount of accident pay made by the Employer. The Employee must pay to their Employer any amount of accident pay already received in respect of that injury by which the judgment or settlement has not been so reduced.

## PART E – ALLOWANCES AND REIMBURSEMENTS

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### 30. Allowances

- 30.1** The rates for allowances are set out in Appendix 2.
- 30.2** Excepting Sunday night and relocation allowances, the rates for all allowances applicable to employees will increase as follows:
- (a) from the FFPPOOA 1 December 2020 – 3%;
  - (b) from the FFPPOOA 1 December 2021 – 3%; and
  - (c) from the FFPPOOA 1 December 2022 – 3%.
- 30.3** Excepting vehicle, uniform, laundry, telephone, change of shift and meal allowances, allowances will be calculated to the nearest 10 cents with any amount in the result not exceeding 5 cents to be disregarded.
- 30.4** Change of shift allowances payable pursuant to clause 41 will be calculated to the nearest 5 cents, portions of a cent being disregarded.

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### 30A. Lead Apron Allowance

- 30A.1** From the FFPPOOA 1 July 2020, an Employee who is required as part of their usual duties to wear a lead apron, is to be paid the Lead Apron Allowance in Appendix 2 for each shift or part thereof on which the lead apron is worn.

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### 31. Qualification Allowance

*NOTE: see subclause 4.2 (Definitions) regarding the interpretation of relevance.*

#### 31.1 Entitlement

- (a) An Employee will be entitled to a qualification allowance, where an Employee has a:
  - (i) relevant qualification in addition to their base nursing or midwifery qualification;
  - (ii) base qualification that is a double degree or Masters degree; or
  - (iii) a Certificate IV in Training and Assessment.
- (b) In the case of the entitlement under subclause 31.1(a)(ii), the qualification allowance will be payable after one year of experience in an area where the qualification is relevant.
- (c) In the case of the entitlement under subclause 31.1(a)(iii), the qualification allowance will be payable:
  - (i) from 1 January 2021; and
  - (ii) only where the Employee is required by their Employer to hold a Certificate IV in Training and Assessment (or equivalent).

### **31.2 One Qualification Allowance Only**

An Employee holding more than one qualification is entitled to one qualification allowance only, being the allowance for the highest qualification held.

### **31.3 Evidence**

- (a) An Employee claiming entitlement to a qualification allowance must provide to the Employer evidence of that Employee holding the qualification for which the entitlement is claimed.
- (b) An Employee will meet the evidence requirements when they have provided the Employer with evidence from the education/training provider that would satisfy a reasonable person that the Employee has obtained the qualification for which the allowance is claimed, for example:
  - (i) the award of the qualification;
  - (ii) the certificate of the qualification; or
  - (iii) transcript from the education/training provider,payable from the FFPOOA on or after the evidence is provided.

### **31.4 Rates for Qualification Allowances**

#### **(a) Registered Nurses and Midwives**

A Registered Nurse or Midwife entitled to a qualification allowance under this clause will be paid, in addition to the Employee's salary, as follows:

- (i) 4.0% of Base Rate – for a Hospital Certificate or Graduate Certificate or equivalent. An equivalent may include a Certificate obtained from training or an education facilities provider (such as infection control certificates from the Mayfield Centre) where the programmes are equivalent to a University Graduate Certificate and the training/education provider verifies that in writing;
- (ii) 6.5% of Base Rate – for a Postgraduate Diploma, Degree or a Double Degree;
- (iii) 7.5% of Base Rate – for a Masters;
- (iv) 10% of Base Rate – for a Doctorate or a PhD.

#### **(b) Enrolled Nurses**

An Enrolled Nurse who holds a relevant certificate or qualification will be paid the following allowance:

- (i) 4% of the weekly rate for an EN 1.6 – for a certificate or qualification for a course of six months' duration.
- (ii) 7.5% of the weekly rate for an EN 1.6 – for a certificate or qualification for a course of 12 months' duration.

#### **(c) Enrolled Nurses Post Basic Courses**

Post Basic Nursing Courses in Australia for Enrolled Nurses in Victoria are as follows:



Communicable Diseases Nursing (12 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

Notwithstanding anything contained elsewhere in this clause an Enrolled Nurse who holds any other relevant certificate or qualification which may from time to time be approved by the NMBA is entitled to a qualification allowance in accordance with this clause.

(d) **Exclusion – Enrolled Nurses**

An Enrolled Nurse is not entitled to a qualification allowance for a pre-registration or post-registration course leading to an endorsement to administer medication.

(e) **Certificate IV in Training and Assessment Allowance rate**

3.5% of the Base Rate per week.

**31.5 Payment During Leave**

- (a) A qualification allowance will be paid during all periods of leave except, in respect to a Registered Nurse or Midwife, sick leave beyond 21 days in any 12-month period and long service leave.
- (b) In the case of annual leave, a qualification allowance is added to those components detailed at subclause 57.9 (Annual leave loading or penalties) that form the 'projected roster' leave loading mode. If the Employee receives the 17.5% leave loading mode, the Employee does not receive the allowance in addition to leave loading.

**31.6 Pro rata entitlement**

The allowance is to be paid on a pro-rata basis for part-time and casual Employees.

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**32. Rural and Isolated Practice Allowance**

**32.1 Entitlement**

- (a) A Registered Nurse or Midwife who has:
  - (i) completed the education to undertake the duties of a Rural and Isolated Practice Nurse (**RIPN**) (or equivalent); and
  - (ii) whose Employer may from time to time require them to undertake the duties of a RIPN Nurse (or equivalent),

will be paid, in addition to their salary, 4% of the Base Rate on all hours, including overtime.
- (b) This allowance is to be included as salary for all employment related purposes including superannuation and leave entitlements.

## **32.2 Exception**

An Employee expected to undertake the duties of a RIPN Nurse will receive the higher of the qualification allowance (clause 30) or the RIPN allowance (this clause 32) for having completed RIPN training, but not both. This does not preclude the Employee from receiving both allowances where the qualification allowance is for a qualification other than for a RIPN qualification.

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## **33. Allowances Related to Overtime**

### **33.1 Meal allowance**

#### **(a) Meals where overtime worked beyond one hour**

An Employee who works overtime will in the circumstances described in subclause 33.1(b) receive either:

- (i) where an Employer has its own cooking and dining facilities, an adequate meal; or
- (ii) the relevant meal allowance as set out in Appendix 2.

#### **(b) Qualification for meal or payment**

- (i) The entitlement under subclause 33.1(a) arises where in addition to a shift an Employee is required to work more than:
  - (A) one hour beyond the usual finishing hour of work (Monday to Sunday inclusive) in which case the relevant allowance is 'Allowance A'; or
  - (B) five hours beyond usual finishing hour of work (Monday to Sunday inclusive) in which case the relevant allowances are 'Allowance A' and 'Allowance B'.
- (ii) The entitlement under subclause 33.1(a) arises where, on a rostered day off an Employee is required to work more than:
  - (A) five hours overtime, in which case the relevant allowance is 'Allowance A'; or
  - (B) nine hours overtime, in which case the relevant allowances are 'Allowance A' and 'Allowance B'.

#### **(c) Where provision does not apply**

The allowance described at subclauses 33.1(b)(i) and 33.1(b)(ii) above is not payable where the Employee:

- (i) receives an adequate meal as described at subclause 33.1(a)(i); or
- (ii) the Employee could reasonably return home for a meal within the period allowed.

#### **(d) Same day payment**

On request meal money will be paid on the same day overtime is worked.

(e) **Payments are in addition**

The payment of a meal allowance under this clause is in addition to any overtime payment.

**33.2 On Call Allowance**

- (a) An Employee may be rostered to be "on call".
- (b) On call means available to be recalled to duty in that period of time beyond the Employee's rostered hours of duty.
- (c) An Employee rostered to be on call will be paid the "on call allowance" set out in Appendix 2, per 12 hour period or part thereof.

**33.3 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 will refund the installation costs and pay a fortnightly Telephone Allowance as set out in Appendix 2.

**33.4 Travel and Recall**

- (a) Employees recalled to work outside their ordinary rostered hours and using their own vehicle for transport to the place of work and return will receive the vehicle allowance as per clause 36 (Vehicle Allowance) for reasonable kilometres travelled.
- (b) Employees rostered on call and recalled who do not use their own vehicle will, at the expense of the Employer, be provided with suitable transport to the place of work. The return journey will be in accordance with subclause 49.5 (Transport following overtime – all Employees).

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**34. Shift Allowance**

*This clause does not apply to a DON or Deputy DON.*

In addition to any other rates prescribed elsewhere in this Agreement an Employee whose rostered hours of ordinary duty:

- (a) finish between 6.00 p.m. and 8.00 a.m. or commence between 6.00 p.m. and 6.30 a.m. will be paid an amount equal to 2.5% of the rate in Appendix 2 for RN/M1 per rostered period of duty;
- (b) except where the 'Sunday night shift allowance' at (c) applies, finish on the day after commencing duty or commence after midnight and before 5.00 a.m. will be paid a night duty allowance as set out in Appendix 2; or
- (c) Sunday night shift allowance:
  - (i) by no later than 1 July 2021, the ANMF and VHIA will implement a system proposed by the DOH to collect and share data on unscheduled absences on weekends and nights between themselves and DOH; and
  - (ii) operative as a trial commencing 1 July 2023, full-time or part-time employees (including fixed term) finishing on a Monday after commencing duty on a Sunday will be paid a Sunday night shift allowance as set out in Appendix 2.

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## **35. Higher Duties**

### **35.1 General entitlement to higher duties payment – Registered Nurse or Midwife**

- (a) Subject to subclauses 35.2, 35.3, 35.4 and 35.5, a Registered Nurse or Midwife engaged on duties attracting a higher Level, grade or sub-grade than the Level, grade or sub-grade in which the Employee is ordinarily employed:
  - (i) in any one shift for more than two hours will be paid for the full shift at the minimum rate for that higher Level, grade or sub-grade; or
  - (ii) for two hours or less, only the time so worked will be paid for at that higher Level, grade or sub-grade.
- (b) **Level** for the purposes of this clause 35 means a role in which the weekly salary in Appendix 2 for that role is higher than the employee's normal role.

### **35.2 General entitlement to higher duties allowance – Enrolled Nurse**

- (a) Where an Enrolled Nurse Employee is required to replace an ANUM In Charge of a high care residential aged care ward they will be paid the ANUM rate for that period.
- (b) During the shift the Enrolled Nurse must have access to a Registered Nurse.
- (c) In a high care residential aged care ward, an Enrolled Nurse can only be appointed to replace an ANUM as in charge where a Registered Nurse is not available to be rostered in charge.

### **35.3 Entitlement to higher duties payment for certain Deputy and Principal roles**

A Deputy Director of Nursing, Deputy Principal Nurse Educator or Principal Nurse Educator will only receive higher duties payments when relieving an Employee in a higher Level, grade or sub-grade who is absent for a period in excess of five days. If that occurs the Employee will be paid at the minimum of that higher Level, grade or sub-grade for the entire period of relief.

### **35.4 Entitlement to higher duties payment for ANUM/AMUM acting as NUM/MUM**

An ANUM or AMUM required to relieve a NUM or MUM who is absent for more than five days will be paid at the rate of pay for the Nurse Manager grade applicable to the substantive position (be it NM 2, NM 3 or NM 4) for the entire period of relief.

### **35.5 Entitlement to higher duties payment for Registered Nurse or Registered Midwife acting as ANUM/AMUM**

Provided that subclause 90.2 (Associate Nurse/Midwife Unit Managers) is complied with, a Registered Nurse or Registered Midwife who relieves in an ANUM/AMUM 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.

### **35.6 Entitlement to higher duties payment for Registered Nurse or Registered Midwife acting as NUM/MUM**

- (a) An Employee who is not an ANUM or AMUM should only be in charge of a ward or unit in exceptional circumstances.
- (b) A Registered Nurse or Registered Midwife who is not an ANUM or AMUM, who is required to act in charge of a ward or unit during an off duty period of a NUM/MUM, will be paid at the Nurse Manager grade applicable to the substantive position (be it NM 2, NM 3 or NM 4) for the entire shift unless:

- (i) in the case of a 24 hour a day, seven day per week Ward or Unit that is compliant with subclause 90.2(a)(i);
- (ii) the ANUM/AMUM in whose place the Registered Nurse or Registered Midwife acts, is on any form of leave; or
- (iii) for a reasonable period where the vacancy arises directly from the termination of employment of an ANUM/AMUM while a replacement ANUM/AMUM is being recruited,

in which case a Registered Nurse or Registered Midwife will be paid at the minimum rate applicable to the ANUM/AMUM position which would normally be in charge on that shift.

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## 36. Vehicle Allowance

**36.1** Employees required to use their own car, motorcycle or bicycle in connection with their duties will be paid the applicable vehicle allowance as set out in Appendix 2. The minimum payment for each occasion of use is set out in Appendix 2.

**36.2** In Appendix 2, **Cylinder** refers to the number of cylinders in a vehicle's engine, and **Electric car** refers to a vehicle which has an electric motor instead of an internal combustion engine.

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## 37. Travelling and Relocation

*This clause concerns payment only and is not intended to exclude the requirements of clause 11 (Consultation) or 12 (Redundancy and Associated Entitlements) or create a new right to be directed to work at another location.*

**37.1** In this clause **Base Employment Campus** means a Campus of the Employer at which the Employee ordinarily starts and finishes work.

**37.2** Where an Employee is required by the Employer to temporarily relocate from their Base Employment Campus to another Campus **during** a shift, the Employee will be paid the vehicle allowance at clause 36, above.

For the avoidance of doubt, the travel will occur within paid time.

**37.3** Where an Employee is required by the Employer to temporarily relocate from their Base Employment Campus to another Campus **prior** to a shift, the Employee will:

- (a) be reimbursed for additional travelling cost to the Employee (where applicable) excluding time spent travelling (which is addressed at (b) below); and
- (b) where travel time increases by 15 minutes or greater (to and return) be paid an allowance equal to the Employee's ordinary rate for the additional time spent when compared to the Employee's travel time to the Base Employment Campus.

Nothing in this subclause 37.3 prevents an Employer requiring the travel to occur within the rostered shift.

**37.4** Where an Employee is required by the Employer to permanently relocate from their Base Employment Campus to another Campus as a result of **redundancy**, the Employee will be reimbursed for additional travel costs (where applicable) in accordance with clause 12.6 of this Agreement (Relocation).

For the avoidance of doubt, nothing in this clause limits the obligations regarding redundancy contained at clause 12 of this Agreement.

**37.5** Where an Employee's position is required by the Employer to permanently relocate from their Base Employment Campus to another Campus and the Employee's position is **not redundant**, the Employee will be reimbursed for additional travel costs (where applicable) in accordance with clause 12.6(b)-(f) of this Agreement.

For the avoidance of doubt, where this is a result of a Major Change, the terms of clause 11 will apply, save that the Employer will not be required to take additional steps to mitigate or avert the cost of the relocation.

**37.6** This clause does not apply to:

- (a) an Employee whose role goes across campuses;
- (b) Employees who genuinely choose to work across different campuses and it is not a requirement of the Employer, such as where an Employee elects to pick up an additional shift/s on another Campus on a permanent or ad hoc basis;
- (c) Casuals; or
- (d) in the case of subclauses 37.3 and 37.5, the Stand Alone Community Health Centres specified in Appendix 1 of this Agreement.

**37.7 Special provisions relating to particular travel**

- (a) Employees whose duties require them to travel will be paid first class fares and all reasonable out-of-pocket expenses.
- (b) Employees engaged for a distant position where a definite period of engagement is not stated will, 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) Employees engaged for a distant position for a definite period will, 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.

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## **38. Uniform and Laundry Allowance**

**38.1** Where an Employer requires an Employee to wear a particular type or style of uniform, the Employer will provide this at no cost to the Employee. Payment in lieu of providing the uniform is not permitted.

**38.2** Where a uniform is not provided by the Employer the Employee will be paid a uniform allowance at the daily or weekly rate set out in Appendix 2, whichever is the lesser amount in total.

**38.3** Where laundering by or at the expense of the Employer is not provided, the Employee will be paid a laundry allowance at the daily or weekly rate set out in Appendix 2, whichever is the lesser amount in total.

**38.4** The uniform allowances but not the laundry will 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 will be the average of the allowance paid during the four weeks immediately preceding the taking of leave.

**38.5** Where an Employer provides an Employee with uniforms, all articles so provided remain the property of the Employer.

**38.6** For the purposes of this clause 38, **Uniform** means such apparel as may be required by the Employer.

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## **39. Childcare Reimbursement**

**39.1** Where Employees are required by the Employer to work overtime 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.

**39.2** Evidence of expenditure incurred by the Employee must be provided to the Employer as soon as practicable after the working of such overtime.

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## **40. Change of Roster Allowance**

*See subclause 45.7(Change of Roster Allowance) and Appendix 2.*

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## **41. Change of Shift Allowance Preservation – ENs only**

### **41.1 Change of Shift Allowance preservation**

Change of Shift Allowance preservation applies to Existing Employees only. For the purpose of this clause:

- (a) an Existing Employee is an Employee who was employed as an Enrolled Nurse by an Employer covered by the Nurses and Midwives (Victorian Public Sector) (Single Interest Employers) Enterprise Agreement 2012 – 2016 (**2012 Agreement**) on 6 July 2012.
- (b) a Certificate of Service in accordance with Appendix 6 will constitute acceptable evidence that the Employee is an Existing Employee.

### **41.2 Capping of Change of Shift Allowance for Existing Employees**

An Existing Employee will continue to receive the Change of Shift allowance specified in Appendix 2 as follows:

(a) **An Enrolled Nurse employed by their Employer as at 11 June 2002**

An Existing Employee who is an Enrolled Nurse and was employed by their Employer as at 11 June 2002 will continue to receive two (2) or more change of shift per pay period/fortnight payments in accordance with their existing agreement with their Employer. Such agreement may be in writing or based on custom and practice.

(b) **Other Existing Employees**

- (i) An Existing Employee who is an Enrolled Nurse, to whom clause 41.2(a) above does not apply, will continue to have change of shift allowance payments per pay period capped with the cap determined under the 2012 Agreement continuing to apply, except where:

- (A) an Employee chooses to work fixed shifts and never works shifts that would entitle the Employee to payment under

the Nurses (Victorian Public Sector) Multiple Employer Agreement 2004 – 2007, unless a cap historically applied to employees working fixed shifts; or

(B) 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.

(ii) For the avoidance of doubt, the process for setting a cap for Employees under this sub-clause is contained in the 2012 Agreement.



## PART F – HOURS OF WORK AND RELATED MATTERS

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### 42. Hours of Work

- 42.1** The ordinary hours of work will be 38 or an average of 38 hours per week worked:
- (a) in a one week period – 38 hours worked as five shifts of not more than eight hours each; or
  - (b) in a two week period – 76 hours worked as not more than ten shifts of not more than eight hours each; or
  - (c) in a four week period – 152 hours worked as nineteen shifts of eight hours each;
  - (d) in a five week period – 190 hours worked as nineteen night shifts of ten hours each; or
  - (e) by mutual agreement:
    - (i) any shift length or combination provided that the length of any ordinary shift will not exceed ten hours; or
    - (ii) in shifts of up to 12 hours in accordance with a 12 hour shift agreement under subclause 42.8.
- 42.2** Work for each shift will be continuous except as provided at clause 44 (Breaks).
- 42.3** Subject to the roster provision clause 45 (Rosters), not more than 48 ordinary hours be worked in any week.
- 42.4** The hours of work in this clause will be the maximum ordinary hours for a shift.
- 42.5** In the case of the health services or campuses named at clause 42.6 below, hours of work for full-time and part-time Employees will be performed as follows:
- (a) for a shift other than a night shift, 8 hours;
  - (b) for night shift, 10 hours; or
  - (c) in respect to residential aged care wards/campuses of Bendigo Health, for night shift, 9.5 hours.
- 42.6** The named health services/campuses are:
- (a) Bairnsdale Regional Health Service (all campuses);
  - (b) Rural Northwest Health (all campuses);
  - (c) Otway Health (all campuses);
  - (d) Bendigo Health (all residential aged care wards/campuses);
  - (e) Maldon Health (all campuses);
  - (f) Benalla Health (all campuses);
  - (g) Djerrivarrh Health Services (all campuses);
  - (h) Gippsland Southern Health Service (all campuses);

- (i) Hepburn Health Service (Creswick campus);
- (j) Rochester and Elmore District Health Service (all campuses);
- (k) Cohuna District Hospital (all campuses);
- (l) Yarrowonga District Health Service (all campuses);
- (m) Central Gippsland Health Service (all campuses);
- (n) Maryborough District Health Service (all campuses);
- (o) Heathcote Health (all campuses);
- (p) Goulburn Valley Health (Tatura campus);
- (q) Beechworth Health Service (all campuses);
- (r) East Wimmera Health Service (St Arnaud campus);
- (s) East Wimmera Health Service (Donald campus);
- (t) The Kilmore and District Hospital (all campuses);
- (u) Cobram District Health (all campuses);
- (v) Kyneton District Health Hospital & Community Care (all campuses);
- (w) West Gippsland Healthcare Group;
- (x) Mansfield Hospital;
- (y) East Wimmera Health Service (Charlton, Wycheproof and Birchip campuses);
- (z) Edenhope and District Memorial Hospital;
- (aa) Western District Health Service (Hamilton and Peshurst campuses); and
- (bb) Kerang District Health.

**42.7 Employers named at 42.6(y), (z), (aa) and (bb) will implement the hours of work above as follows:**

- (a) The Employers whose campuses are named at subclauses 42.6(y), (z), (aa) and (bb) will implement the hours of work as soon as practicable but not later than 30 June 2021.
- (b) In the event of any dispute arising regarding Employee support for the new hours of work at 42.6(y), (z), (aa) and (bb), the matter will be dealt with in accordance with subclause 93.8 (Implementation of a non-complying proposal).
- (c) Nothing in this clause 42.7 requires the implementation of the hours at 42.5 where the Employee does not work on a 24/7 ward.
- (d) The implementation of the new hours of work is not to affect an Employee's normal or customary working days or shift arrangements, except to the extent of the shift duration.
- (e) An Employer will not require an Employee to reduce their contracted hours directly or indirectly as a result of the change to hours of work.

- (f) **Campus or Campuses** for the purposes of this clause 42 excludes community health centres.
- (g) The process of implementation of the hours of work arrangements at sub-clause 42.5 must also comply with clause 11 (Consultation).
- (h) Notwithstanding anything else in this clause, in the event an Employer, because of recruitment difficulties, is unable to implement the hours of work arrangement by the date specified in subclause 42.7 despite taking all reasonable and practical steps to comply, the Employer will notify the Unions and the VHIA in writing. Either the Unions or the VHIA may refer the matter to the Commission who may do one or more of the following:
  - (i) extend the implementation date by up to six (6) months; and/or
  - (ii) require the Employer to take steps towards implementation in accordance with such timetables as the Commission determines are just and fair.

## **42.8 12 Hour Shift Agreement**

- (a) An Employer has a 12 Hour Shift Agreement where:
  - (i) the Employer had, at the time this Agreement commenced, an existing 12 Hour Shift Agreement reduced to writing and signed by the Employer party and ANMF;
  - (ii) the Employer was, at the time this Agreement commenced, conducting a trial for 12 hour shifts. A trial under this clause requires written agreement with ANMF;
  - (iii) during the operation of this Agreement, a new trial for 12 hour shifts is, by agreement with ANMF, conducted; or
  - (iv) following a trial, any agreed outcome for an ongoing 12 hour shift agreement will be reduced to writing and signed by the Employer party and ANMF.
- (b) A 12 Hour Shift agreement that commences after this Agreement comes into operation will be implemented in accordance with clause 93.8 (Implementation of a non-complying proposal) of this Agreement.
- (c) Any 12 hour shift trial or agreement must allow, as a minimum, for 2 meal breaks per 12 hour shift - one unpaid 30 minute meal break and one 20 minute paid meal break and three 10 minute paid tea breaks.
- (d) A 12 hour shift trial or agreement may be terminated either:
  - (i) in the manner provided in the shift trial or agreement; or
  - (ii) in the case of the Employer, following consultation in accordance with clause 11 of this Agreement (Consultation) and, where relevant, clause 12 (Redundancy and Associated Entitlements).

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## **43. Accrued Days Off**

### **43.1 Meaning of 'accrued day off'**

- (a) An accrued day off (**ADO**) arises from a system of work in which a full-time employee:

- (i) is rostered to work more than 38 hours per week;
- (ii) is paid 38 ordinary hours; and
- (iii) the difference between the hours worked and hours paid accrues towards a paid day off.

*Example:*

A full-time employee works 19 shifts of 8 hours over four weeks. The employee is paid 38 hours for each week, even though the employee has worked 40 hours during 3 of the 4 weeks. On the fourth week, the employee works only 32 hours but is paid for 38. The employee has worked an average of 38 hours per week over the four week period.

#### **43.2 Accrual of ADOs**

Unless the workload management arrangements have been varied in accordance with this Agreement, all full-time Employees will accrue an ADO as follows:

- (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 ADO 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 ADO in each five week roster cycle.

#### **43.3 Maximum number of ADOs**

The maximum number of ADOs which may be accrued in any calendar year is thirteen.

#### **43.4 ADOs and annual leave**

*See also clause 57 (Annual Leave)*

One day of a year's annual leave period will be regarded as an accrued day off for which no additional payment is to be made.

#### **43.5 ADOs on public holidays**

*See also clause 56 (Public Holidays)*

Where a public holiday falls on a day upon which the Employee is on an ADO, another day will 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.

#### **43.6 ADOs and short shifts**

If a full-time Employee works a short shift, that Employee will be entitled to an ADO as if a full shift was worked.

#### **43.7 ADOs and termination of employment**

Upon termination of employment if the Employee has:

- (a) taken an ADO (in part or whole) in advance of accruing the necessary hours, the salary of the Employee will be reduced by the total ADOs or portion taken in advance; and

- (b) untaken ADOs (in part or whole) at the time of termination, the Employee will be paid the untaken ADOs.

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## **44. Breaks**

### **44.1 Meal breaks**

- (a) An Employee will be entitled to an unpaid meal break of not less than 30 minutes and not more than 60 minutes.
- (b) Employees are entitled to leave the ward/unit area during their meal break.
- (c) An Employee unable to take a meal break (including where an Employee is not entitled to leave the ward/unit area for their meal break) will be paid for the meal break as time worked at their ordinary rate plus 50%.

- (d) **Meal break not taken - escalation**

Each Employer will describe, in writing, the steps to be taken where an Employee does not take a scheduled meal break to ensure that:

- (i) wherever possible, the meal break is rescheduled and taken during the shift; and
- (ii) consideration is given to what caused the Employee to miss the scheduled meal break and whether any additional action is required to address those causes to reduce the likelihood of recurrence.

- (e) **Crib time**

Where Employees are regularly unable to take their meal breaks (including because the Employee is not entitled to leave the ward for their meal break), a 'crib time' arrangement will operate. The crib time arrangement entitles an Employee to a paid meal interval of not less than 20 minutes to commence between three hours and five hours of duty.

### **44.2 Tea breaks**

Every Employee will be entitled to two paid ten minute tea breaks each shift at a time suitable to the Employer which will be counted as time worked.

### **44.3 Clothing change**

Where an employee performs a role that requires changing into specific clothes that are necessary to perform work - such as theatre - the Employer will ensure there are local arrangements providing that this occurs during the shift.

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## **45. Rosters**

*This clause does not apply to casual Employees, DONs or Deputy DONs.*

### **45.1** The ordinary hours of full-time and part-time Employees will be worked according to a written roster that will:

- (a) be of at least 28 days duration;
- (b) be posted at least 28 days before it comes into operation in each work location where it can be readily seen by Employees and representatives of the Employees, including the Unions, without notice; and

- (c) as far as is practicable reflect the roster each Employee will work.

Nothing in this clause precludes an Employer from also issuing the roster or the on-call roster in electronic form.

#### 45.2 Rosters will:

- (a) set out:
- (i) the Employees' daily ordinary working hours;
  - (ii) starting and finishing times; and
  - (iii) meal intervals;
- (b) have a staffing and skill mix that complies with the Safe Patient Care Act if applicable to that ward or unit;
- (c) allocate a Registered Nurse/Midwife to be in charge of each shift; and
- (d) not change without at least fourteen days' notice of a change in roster other than in an emergency situation external to the Employer, subject to 45.7 below.

#### 45.3 Breaks between Rostered Shifts

The roster or rosters will be drawn up so as to provide at least eight hours between successive ordinary shifts.

#### 45.4 Fixed Rosters

- (a) An Employee, by making a written request to the Employer, may have a roster fixed by mutual agreement (subject to the other provisions of this Agreement) in lieu of the provisions of subclauses 45.1 to 45.2 save that:
- (i) an Employer will not unreasonably refuse a request for a fixed roster agreement where the Employee can demonstrate a regular and systematic pattern of work (as defined below);
    - (A) **regular and systematic pattern of work** means working set days or shifts in a demonstrable pattern over the preceding six months (recognising that additional ordinary shifts may be worked around that fixed pattern); but
    - (B) does not include shifts worked because the Employee who usually works them is on extended leave;
  - (ii) where a fixed roster agreement is made, the Employer will provide the Employee with an amended Letter of Appointment detailing the fixed roster agreement which will be consistent with the **regular and systematic pattern of work described at (A) and (B) above**; and
  - (iii) where the Employer proposes to change the Employee's fixed roster agreement, the terms of subclause 11 (Consultation) or clause 11A (Consultation about changes to rosters or hours of work) will apply, depending on the circumstances.
- (b) An Employee may end the fixed roster agreement at any time by giving written notice to the Employer. In such a case, the roster for the Employee will be set according to the provisions of subclauses 45.1 to 45.2 above from the commencement of the next full roster period being not less than five clear days after the written notice is received.

## 45.5 Replacing unplanned absences

### (a) Reasonable effort to replace with permanent employee

- (i) In the event a vacancy occurs on the roster arising from an unplanned absence of the rostered employee, a reasonable effort must be made to fill the vacancy with a permanent employee working no less than the same shift length as was rostered.
- (ii) In this clause, a **reasonable effort** means:
  - (A) contacting nurses/midwives who are available including in accordance with the supplementary roster;
  - (B) if the shift is not filled, reasonable attempts to ask nurses/midwives on that ward/unit to fill the vacancy (except where it would result in overtime); and
  - (C) if the shift is not filled, seeking to allocate a permanent pool employee.
- (iii) The Employer will document its attempts to replace the vacancy which must be available for inspection by the Union and local Union representatives upon request.

### (b) Use of bank or agency staff

Where, after a reasonable effort, the Employer cannot obtain a permanent employee, the rostered shift can only be replaced by anything other than the full shift length in accordance with clause 47 (Avoidance and Management of Short Shifts).

## 45.6 On-Call Rosters

*The intent of this subclause is to ensure Employees have a reasonably predictable pattern of work during the on-call roster period. This clause does not apply to casual Employees, DONs or Deputy DONs.*

- (a) **Planned on-call arrangement** means the on-call arrangements the Employer would reasonably expect to be required within the work location at the time the on-call roster is released.
- (b) Planned on-call arrangements for full-time and part-time Employees will be:
  - (i) worked according to a written roster of at least 28 days duration; and
  - (ii) posted at least 28 days before it comes into operation in each work location where it can be readily seen by Employees and representatives of the Employees, including the Union, without notice.
- (c) Nothing in this clause prevents an Employer placing an Employee on call in circumstances where the requirement for the Employee to be rostered on call was not known at the time the roster was released, save that where this occurs, the allowance at 45.7 applies.
- (d) On-call/recall payments are located at Appendix 2.

## **45.7 Change of Roster Allowance**

- (a) If the Employer changes an Employee's roster or planned on call roster once set in accordance with 45.1 or 45.6, other than as excepted in 45.2(d), the Change of Roster Allowance will apply in relation to each change as follows:
- (i) 7 days' or less notice, 5 per cent of the Base Rate (as defined); and
  - (ii) 8 to 14 days' notice, 2.5 per cent of the Base Rate (as defined).

This allowance is not payable to a part-time Employee for an additional shift worked unless the circumstances described in subclause 46.6(Supplementary Roster and Additional Shifts) apply.

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## **46. Supplementary Roster and Additional Shifts**

**46.1** In addition to the roster under clause 45 (Rosters), the Employer will maintain a supplementary roster.

**46.2** If an additional shift is worked:

- (a) under the supplementary roster, it is an 'additional shift worked by agreement' and does not attract the 'change of roster' allowance under clause 45 (Rosters);
- (b) not under the supplementary roster, it attracts the 'change of roster' allowance as described at subclause 46.6 below.

**46.3** A supplementary roster facilitates additional shifts worked on a voluntary basis. The supplementary roster will:

- (a) display vacant shifts which Employees can nominate to work; and
- (b) contain a 'stand-by' facility where Employees wishing to work extra shifts can nominate the days/shifts they wish to work should such vacancies arise in the normal roster.

**46.4** Vacancies that arise in the normal nursing roster will, as far as possible, be filled through the supplementary roster.

**46.5** Nothing in this clause prevents an Employer from operating an electronic supplementary roster, provided it meets the objectives of subclauses 46.2, 46.3 and 46.4 above.

**46.6** Where vacancies in the normal nursing roster cannot be filled from the supplementary roster, Employees may be requested to work an additional shift (subject to the provisions of this Agreement). If an Employee does work the additional shift as requested they will



receive the "change of roster allowance" in Appendix 2 in addition to any other entitlement on each such occasion.

- 46.7** A contract of employment that requires an Employee be available for extra shifts does not override this provision.
- 46.8** Overtime remains payable where it would otherwise apply, such as double shifts.
- 46.9** This clause does not inhibit Employees swapping shifts amongst themselves (subject to operational requirements) in which case no change of roster allowance is payable.

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## **47. Avoidance and Management of Short Shifts**

### **47.1 Meaning of 'short shift'**

Short shift is defined at clause 4 (Definitions).

### **47.2 No short shifts on night duty**

Short shifts must not be utilised on night duty.

### **47.3 Use of short shifts**

Except as provided at subclauses 47.5, 47.7 and 47.8 below, up to two short shifts may be used for a ward or unit per day using no more than two of the following:

- (a) one 'AM' shift (commencing and concluding within the 'AM' shift); and/or
- (b) one 'PM' shift (commencing and concluding within the 'PM' shift); and/or
- (c) one cross over shift, being a shift that commences before 12.00pm and concludes during the 'PM' shift.

### **47.4 Short shifts only by agreement**

- (a) An Employee will not be rostered to work short shifts unless the Employee agrees to work them.
- (b) An Employee working a short shift arrangement may cease that arrangement by giving 28 days' written notice to the Employer that they wish to work full shift lengths and the arrangement will cease in the next roster or, if a roster has already been posted in accordance with subclause 45.1, the following roster posted.
- (c) Nothing in this clause allows for the unilateral changing of an Employee's contract of employment.

### **47.5 Replacement of rostered shift/s**

#### **(a) Considerations in the use of replacement shifts**

The Employer will use a full shift to replace unplanned vacancies unless, after making a reasonable effort as described at subclause 45.7 (Replacing unplanned absences) to fill a vacancy on the roster with a permanent employee, the Employer must use a nurse bank employee or agency staff member. In that case the Employer will replace the unplanned vacancy with a full shift except where the nurse in charge of the ward determines a short shift will not have a negative impact on patient care, safe staffing and related matters, having regard to all the circumstances on the relevant ward/unit including:

- (i) patient safety/acuity;

- (ii) skill mix;
- (iii) the time at which the absence was notified;
- (iv) whether the ward/unit is staffing above the ratios under the Safe Patient Care Act;
- (v) the number of short shifts on the ward;
- (vi) the nature of any professional development being provided by the Employer;
- (vii) the capacity for Employees to attend professional development; and
- (viii) whether there is any pre-arranged education for casual staff.

(b) **Other options**

Nothing in this clause prevents an Employer replacing an unplanned absence on the roster with a longer shift than a short shift.

**47.6 ADOs (full-time employees)**

A full-time Employee who works a short shift will be entitled to an ADO as if a full shift was worked.

**47.7 Exception – workload management proposal**

- (a) Short shifts may be rostered beyond the limit specified at subclause 47.3 where it forms part of an EFT neutral workload management proposal implemented under clause 93 of this Agreement (Proposals to Vary Specific Matters).
- (b) A workload management proposal to roster short shifts beyond the limit specified at subclause 47.3 that is not EFT neutral cannot be made under this Agreement.

**47.8 Exception – aged care and rehabilitation units**

- (a) Aged care and rehabilitation wards or units that, as of 31 March 2012, had short shift arrangements in place for more than two short shifts per day, may use up to three short shifts per ward or unit in any configuration over the AM and PM shifts.
- (b) Aged Care and Rehabilitation wards and units who, as of 31 March 2012, did not have short shift arrangements in place for more than two short shifts per day are subject to the limits at subclause 47.3, subject to (a) above.

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## 48. Special Rates for Saturdays and Sundays

*This clause does not apply to DONs and Deputy DONs.*

- 48.1** All rostered time of ordinary duty performed between midnight on Friday and midnight on Sunday will be paid for at the rate of time and a half.
- 48.2** For a casual Employee – all time of ordinary duty performed between midnight on Friday and midnight on Sunday will be paid for at the rate of 175% (which equates to time and a half plus the casual loading of 25%).
- 48.3** The rates for overtime performed between midnight on Friday and midnight on Sunday are set out at clause 49 (Overtime).

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## 49. Overtime

*This clause does not apply to a DON at an Employer where a Deputy or Assistant DON is also employed.*

*NOTE: see clause 33 for allowances which may be applicable to periods of overtime. See also clause 56 (public holidays)*

- 49.1** 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.

### 49.2 Overtime Penalty Rates

- (a) **Overtime** means work requested or directed by the Employer that is performed:
- (i) in addition to the full-time ordinary hours described at subclause 42.1 (Hours for an ordinary week's work), save for the exception at subclause 55.1 relating to Daylight Saving Time;
  - (ii) in addition to the Employee's rostered shift length;
  - (iii) where a break of at least eight hours has not been provided between successive shifts – for all work performed until a break of eight hours is provided; or
  - (iv) as recall to duty, including recall on a Public Holiday.
- (b) Overtime is also as provided at clause 53, Rest Period after Overtime/Recall.
- (c) Overtime is to be paid as follows:
- (i) Monday to Friday (inclusive) – time and half for the first two hours, double time thereafter;
  - (ii) Saturday to Sunday (inclusive) – double time; and
  - (iii) Public Holidays – see clause 56 (Public Holidays).
- (d) For a casual employee, Overtime will be calculated and paid at the rate of:
- (i) Monday to Friday (inclusive) – 175% for the first two hours (which equates to time and a half plus the casual loading of 25%) and 225% (double time plus casual loading of 25%) for all subsequent hours;
  - (ii) Saturday to Sunday (inclusive) – 225% (which equates to double time plus the casual loading of 25%); and

- (iii) Public Holidays – see clause 56 (Public Holidays).
- (e) When calculating overtime payments, each day or shift will stand alone. Where a period of overtime worked commences on one day and finishes on another, the calculation of overtime will be treated as if the overtime took place in a single day or shift.

*Example:* An Employee commences overtime at 10pm and it concludes at 2am. The Employee shall be paid time and a half for the first 2 hours (10pm to midnight) and double time thereafter (midnight to 2am).

- (f) If, due to organisational or institutional circumstances, difficulties arise from the requirement that overtime will only be paid if the Employee is requested or directed by the Employer to perform overtime work, the matter may be dealt with in accordance with the Dispute Resolution Procedure in the Agreement.
- (g) **Rest break during overtime**  
  
An employee working overtime will take a paid rest break of 20 minutes after each four hours of overtime worked if required to continue to work after the break.

#### **49.3 Reasonable overtime**

- (a) In determining whether overtime is "reasonable overtime" for the purposes of subclause 49.1, the following must be taken into account:
  - (i) any risk to Employee health and safety from working the additional hours;
  - (ii) the Employee's personal circumstances, including family responsibilities;
  - (iii) the needs of the workplace or enterprise in which the Employee is employed;
  - (iv) whether the Employee is entitled to receive overtime payments, penalty rates or other compensation for, or a level of remuneration that reflects an expectation of, working additional hours;
  - (v) any notice given by the Employer of any request or requirement to work the additional hours;
  - (vi) any notice given by the Employee of their intention to refuse to work the additional hours;
  - (vii) the usual patterns of work in the industry, or the part of an industry, in which the Employee works;
  - (viii) the nature of the Employee's role, and the Employee's level of responsibility; and
  - (ix) any other relevant matter.
- (b) An Employee may refuse to work overtime, if the request is unreasonable.

#### **49.4 Approval of Overtime**

- (a) A request or direction made by the nurse or midwife in charge of the ward that an Employee work overtime is, for the purposes of this clause, a direction or request of the Employer regardless of whether 49.4(b) is complied with.
- (b) An Employer may create policies and procedures regarding the process the nurse or midwife in charge of the ward is required to undertake prior to approving overtime.

#### **49.5 Time off instead of payment for overtime**

An Employee may, with the consent of the Employer, elect to take time off in lieu of payment for overtime worked for a period equivalent to the overtime worked, plus a period equivalent to the overtime penalty incurred. Time off in lieu of overtime will be taken at a time mutually agreed between the Employer and the Employee, provided that the accrual of such time off will not extend beyond a 28 day period. Where the time off is not taken within 28 days, the overtime worked will be paid in the next pay period.

#### **49.6 Transport following overtime**

- (a) Where an Employee finishes a period of overtime at a time when reasonable means of transport are not available for the Employee to return to their place of residence the Employer will provide adequate transport free of cost to the Employee.
- (b) Where overtime is a result of a double shift, the provisions at subclause 49.6(c) below (Additional Provisions for Double Shifts) also apply.

##### **(c) Additional Provisions for Double Shifts**

If an Employee works a double shift (which should only occur in emergency circumstances) the following will apply to mitigate the risk of fatigue and clinical error:

- (i) allow breaks of at least 10 minutes' duration in each two hours worked; and
- (ii) adequate transport will be provided free of cost to the Employee, including the return journey where the Employee's vehicle remains at the workplace.

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### **50. Recall – Return to Workplace**

**50.1** An Employee recalled to work during an off duty period will be paid overtime for a minimum of three hours' pay at the appropriate overtime rate where that work is not continuous with the next succeeding rostered period of duty.

**50.2** 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.

**50.3** Subclause 50.2 above will not apply when overtime is continuous with the completion or commencement of that Employee's rostered shift.

**50.4** The time spent travelling to and from the place of duty will be deemed to be time worked.

#### **50.5 Emergency on-call/recall**

- (a) As of 1 July 2021, an Employee rostered on call for the purposes of recall to staff an emergency in a Catheter Laboratory or Operating Theatre (including anaesthetics and recovery) will not be required to work overtime or be otherwise

recalled other than for the emergency during that on-call period, subject to (b) below.

- (b) As of 1 July 2021, an Employee to whom (a) applies:
- (i) may be required to remain at work beyond the completion of rostered ordinary hours to conclude a procedure that commenced before the conclusion of rostered ordinary hours;
  - (ii) will be entitled to recall to duty in the event they remain on-duty after the completion of a procedure that commenced before the conclusion of rostered ordinary hours; and
  - (iii) as far as practicable, and having regard to fatigue considerations, each Employer will seek to ensure that non-emergency overtime/recall will be allocated to employees to whom (a) does not apply.

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## **51. Recall – Without Return to Workplace**

**51.1** Where recall to duty can be managed without the Employee having to return to their workplace, such as by telephone or computer, the Employee will be paid a minimum of 1 hour at the appropriate overtime rate for each occasion, provided that multiple recalls within a discrete hour will not attract additional payment.

**51.2** Where the Employee is due to commence rostered ordinary hours within 4 hours of the completion of the last recall, and the cumulative recall work in the 8 hours immediately preceding rostered duty meets the following criteria:

- (a) has exceeded two hours work (rather than the time paid); or
- (b) comprises 3 or more recalls over a period of 4 hours or more,

the Employer will:

- (c) not require the Employee to resume or to continue to work without having had 10 consecutive hours off duty without loss of pay for rostered ordinary hours; or
- (d) pay the Employee at the rate of double time until released from duty for 10 consecutive hours, without loss of pay for rostered ordinary hours occurring during such absence.

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## **52. Alternate On Call Allowance (Four Clear Days)**

**52.1** An Employer or Union may propose that all Employees at a particular campus be covered by an alternate arrangement to that in clause 58 (Additional Leave – Entitlement to Four Clear Days). The proposal may be implemented where the Employer, the Union and the majority of affected nursing/midwifery Employees genuinely agree.

**52.2** Any arrangements adopted in accordance with this clause 52 will be recorded in writing and copies will be provided to Employees to whom the arrangements apply.

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## **53. Rest Period after Overtime/Recall**

*This clause does not apply to recall work performed under clause 51 (Recall Without Return to Workplace).*

**53.1** When overtime is worked the Employees should have at least 10 consecutive hours off duty between finishing the overtime and the next successive shift.

**53.2** Unless clause 54 applies:

- (a) an Employee who works so much overtime that the Employee would not have had at least 10 consecutive hours off duty between the completion of overtime and the commencement of the next rostered shift then, subject to this clause, the Employee will be released after completion of overtime until the Employee has had 10 consecutive hours off duty, without loss of pay for rostered ordinary hours occurring during such absence.
- (b) If an Employee is required by the Employer to resume or to continue to work without having had 10 consecutive hours off duty, the Employee will be paid at the rate of double time until released from duty for 10 consecutive hours, without loss of pay for rostered ordinary hours occurring during such absence.

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## **54. Rest Period after Excessive Hours**

**54.1** An Employee who normally works four or more shifts per week, and performs Excessive Hours that include any hours of the Employee's rostered day off, will be granted a substitute rostered day off on a working day (without loss of pay) as soon as practicable, but not later than 14 days from the Excessive Hours worked.

**54.2** **Excessive Hours** means where an Employee has worked 14 or more continuous hours (not counting unpaid rest/meal breaks), and that work includes night time hours.

**54.3** **Night time** hours for the purposes of this clause means:

- (a) hours worked that finish on the day after commencing duty; or
- (b) hours worked that commence after midnight and before 5.00 a.m.

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## **55. Daylight Saving**

*See also clauses 49 (Overtime) and 43 (Accrued Days Off).*

**55.1** 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 their 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 their 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.

**55.2** 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 roster.



## PART G – PUBLIC HOLIDAYS, LEAVE AND RELATED MATTERS

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### 56. Public Holidays

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

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

**56.2** Subject to subclause 56.4, 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 Saturday**), 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;
- (d) any additional public holiday declared or prescribed in Victoria or a locality in respect of occasions other than those set out in subclause 56.2(a); and
- (e) If a day or days are not determined in respect of any of the occasions in subclause 56.2(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.

### **56.3 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 will receive penalty payments pursuant to subclause 56.6 for time worked on the Actual Day or on the Other Day (as defined) if the Employee does not work ordinary hours on the Actual Day; and
- (b) all other Employees will receive penalty payments pursuant to subclause 56.6 for time worked on the Other Day (as defined).

### **56.4 Substitution of one public holiday for another**

- (a) An Employer and Employee may agree to substitute another day for a day that would otherwise be a public holiday under the NES or this Agreement.
- (b) An Employer and Employee may agree to substitute another part-day for a part-day that would otherwise be a part-day public holiday under the NES or this Agreement.
- (c) Where an agreement under subclause (a) or (b) is reached, it will be recorded in writing and a copy given to the Employee.

## 56.5 Penalty Payments in respect of public holidays

- (a) An Employee, other than 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 subclause 56.3) will be entitled to be paid;
- (i) 200% (based on 1/38th of the weekly salary set out in Appendix 2) 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 Appendix 2 for the time worked on a public holiday on a Saturday or Sunday (which is inclusive of the rates in clause 48 (Special Rates for Saturday and Sunday)).
- (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 subclause 56.3) will be entitled to be paid inclusive of the casual loading;
- (i) 250% (based on 1/38th of the weekly salary set out in Appendix 2) 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 Appendix 2) for time worked on a public holiday on a Saturday or Sunday (which is inclusive of the rates in clause 48 (Special Rates for Saturday and Sunday)).

## 56.6 Public holidays and night duty

### (a) Definition of part of a shift

For the purposes of this clause "**part of a shift**" means that period on a public holiday from:

- (i) midnight to completion of shift; or
  - (ii) commencement of shift to midnight.
- (b) A night duty Employee is entitled to be paid:
- (i) 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 each hour attracts the public holiday rate, e.g. 7.6 hours at double time. The same Employee is not rostered to the night shift that commences on the public holiday, i.e. 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.*

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

*See also clause 43 (Accrued Days Off)*

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 will 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.

## **56.8 Public Holiday not required to work**

Where a public holiday occurs on a day that a part-time or full-time Employee would normally work, but the Employee is not required by the Employer to work on that day, the Employee will 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.

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

- (a) Subject to subclause 56.9(b) and (c), a full-time Employee will receive a sum equal to a day's ordinary pay for public holidays that occur on their rostered day off.
- (b) Subject to subclause 56.9(c), if a public holiday falls on Saturday or Sunday then subclause 56.9(a) will only apply to Weekend Workers.
- (c) Where on each occasion an Other Day (as defined) 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 (as defined), then only one day's payment will be made under subclause 56.9(a); or
  - (ii) the Employee works only on one of either the actual day or the Other Day (as defined), and receives penalty rates for the day worked, the Employee will not receive a payment under subclause 56.9(a) in respect of the day not worked.

## **56.10 Part-time Employees**

The entitlement to public holiday benefits 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 an Other Day (as defined), and the 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 (as defined), then only one day's payment will be made under this clause; or
  - (ii) a part-time Employee works on either the actual day or the Other Day (as defined), 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 a part-time Employee is not rostered to work, the part-time Employee will 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				

- (c) A part-time Employee who is only ever employed between Monday to Friday, will not receive any entitlement for a public holiday falling on a Saturday or Sunday. If an additional day or substitute day is declared on a weekday in respect to the relevant Saturday or Sunday, this exclusion will not affect the benefits applicable to the additional day or substitute day.

**56.11 Recall on a public holiday**

A benefit arising from clause 56.8, 56.9, or 56.10 will not be diminished where an Employee is required to, and does, perform recall work on that day in accordance with 49.2(a)(iv).

**56.12 Annual leave on a public holiday**

See clause 57 (Annual Leave)

**56.13 Personal leave on a public holiday**

See clause 61 (Personal Leave)

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**57. Annual Leave**

*This clause does not apply to casual Employees.*

**57.1 Entitlement to Annual Leave**

- (a) An Employee is entitled to 190 hours paid annual leave for each year of service.
- (b) A weekend worker is entitled to a further 38 hours paid annual leave for each year of service as follows:
- (i) **(Eligibility for Additional Leave)** For the purposes of this clause 57 a "weekend worker" is:
- (A) up to 30 June 2022, a full-time Employee required to work ordinary hours on weekdays and weekends throughout the year of service. In this case, the pro rata calculation will be based on each month in which the employee is engaged to work ordinary hours on weekends and week days; and
- (B) on and from 1 July 2022, a full-time Employee (or part-time Employee in accordance with 57.2) required to work ordinary hours on at least 10 weekends per year (which, for the purposes of this sub-clause, includes a Sunday night shift). In this case, the pro rata calculation will be based on each week in which the employee is engaged to work ordinary hours on weekends,

save that an Employee required to work ordinary hours on weekends who does not meet the requirements at (A) or (B) will be entitled to the additional leave under this clause on a pro rata basis.

- (ii) **(Accrual Rate)** The further 38 hours annual leave is credited to a weekend worker as follows:
  - (A) up to 30 June 2022, at the rate of half a day for each month worked as a weekend worker, up to a maximum of 38 hours; and
  - (B) on and from 1 July 2022, at the rate of 3.8 hours for each week worked as a weekend worker, up to a maximum of 38 hours.
- (iii) **(Savings provision)** If an Employee is a weekend worker as at 30 June 2022 (or would be a weekend worker but for the operation of an arrangement under clause 16 (Flexible Working Arrangements) or 16A (Individual Flexible Working Arrangements) or an absence from work on parental leave), the calculation under subclause 57.1(b)(i)(A) will continue to apply to that Employee after 1 July 2022 unless or until:
  - (A) the new arrangement applicable on and from 1 July 2022 is more beneficial for the Employee;
  - (B) the Employee changes Employers;
  - (C) the Employee requests (and the Employer agrees) to move the Employee from full-time to part-time employment other than as part of an arrangement under clause 16 or 16A (e.g. a flexible working arrangement, family violence arrangement or reduced hours on return from parental leave); or
  - (D) the Employee initiates a change that means they no longer perform weekend work. For example:
    - 1) where an Employee requests a change to a different role that does not require the performance of weekend work;
    - 2) where an Employee requests to move from a rotating or similar roster that includes weekends, to fixed shifts that do not include weekend work; or
    - 3) where an Employee (at their request) relocates to a ward with a different system of work (for the removal of doubt, this does not include where an Employee requests to move to a ward with the same general system of work).
- (c) Annual leave accrues progressively during a year of service according to the Employee's ordinary hours of work and accumulates from year to year.
- (d) For the purposes of this clause, a week for a full-time employee equals 38 hours.

## 57.2 Part-time Employees

Annual leave (including the entitlement under subclause 57.1(b)(i)(B)) will accrue progressively to a part-time Employee on a pro rata basis.

Examples of how a pro rata accrual will be calculated under 57.1(b)(i)(B)

1. A part-time employee who works 16 hours in a week, and works 10 weekends in a year accrues an extra week of annual leave at 16 hours, i.e. a total of 5 weeks at 16 hours per week (80 hours) plus another 16 hours for a total of 96 hours annual leave.
2. A part-time employee who works 16 hours a week but also works additional ordinary hours from time to time, and works 10 weekends in a year, accrues an extra week of annual leave at their average hours over the accrual period, i.e. a total of 5 weeks at their average hours per week e.g. 24 hours (96 hours) plus another 24 hours for a total of 120 hours annual leave.
3. A part-time employee who works some weekends, but not 10. Rather than accruing 3.8 hours per occasion to a maximum of 38 hours as a full-time employee would, the part-time employee is entitled to the pro-rata equivalent of 3.8 hours per occasion - in the case of an employee working or averaging 24 hours per week, that employee would receive 2.4 hours of annual leave per occasion to a maximum of 24 hours additional leave during the accrual period.

### 57.3 Taking paid annual leave

- (a) Paid annual leave may be taken for a period agreed between an Employee and their Employer.
- (b) The Employer must not unreasonably refuse to agree to a request by the Employee to take paid annual leave.
- (c) Once annual leave is approved, it must not be unilaterally changed by the Employer. Where extraordinary circumstances arise, such that the Employer wishes the Employee to change the timing of their approved leave, any change may only occur through consultation and agreement.
- (d) Where it is likely the leave request will be rejected, the Employer and Employee will consult on alternate leave days within the 10 day period or, in the case of a high demand holiday period, the period between the date specified at 57.3(f)(i)(A) and 57.3(f)(i)(C).
- (e) Where the paid annual leave is for a period other than a **high demand holiday period**:
  - (i) the Employee will submit a written request for annual leave at least 6 weeks prior to the first day of the proposed leave period/s unless it is not reasonable to do so in the circumstances; and
  - (ii) within ten (10) weekdays of the leave request, the Employer will notify the Employee in writing that their annual leave request is approved or, if not approved, the reasons for the leave not being approved.
- (f) **High Demand Holiday Periods**
  - (i) An Employer will develop and publish to affected Employees (which may be a specific ward or work area) requirements for a high demand holiday period. Where this occurs, the requirement must:
    - (A) identify the high demand holiday period;

- (B) identify the date by which a written request for annual leave should be submitted; and
  - (C) identify the date by which the Employer will notify the Employee in writing that their annual leave request is approved or, if not approved, the reasons for the leave not being approved.
- (ii) In determining applications for high-demand periods, the Employer will consider all the circumstances including but not limited to:
- (A) the Employer's operational needs;
  - (B) the Employee's family responsibilities; and
  - (C) whether previous leave applications for the same high demand period were or were not successful.

Example – A ward generally receives more applications for annual leave over school term breaks than it can accommodate. This means that school term breaks are 'high demand periods' for that ward within the meaning of this sub clause 57.3(f) and the NUM/MUM must publish the information specified above at (f)(A) to (C) and, when determining the applications, apply the considerations at (f)(ii).

#### **57.4 Excess annual leave accruals – general provision**

- (a) An Employee has an **excess leave accrual** where the Employee has two years or more of annual leave entitlement accrued in accordance with this clause 57.
- (b) If an Employee has an excess leave accrual, the Employer or the Employee may seek to confer with the other and genuinely try to reach agreement on how to reduce or eliminate the excess leave accrual.

'Genuinely trying to reach agreement' will include:

- (i) providing the Employee a reasonable opportunity to submit a plan to reduce the leave to not less than eight (8) weeks within six months, subject to ((ii)) below; and
  - (ii) the Employer not unreasonably refusing to agree to a leave reduction plan which includes saving leave for an extended vacation within 12 months of the date of agreement to the leave reduction plan.
- (c) The leave reduction plan is to be in writing and signed by both the Employer and the Employee.

#### **57.5 Excess Annual leave accruals – no agreement reached**

##### **(a) Direction by Employer**

Where the Employer has genuinely tried to reach agreement with an Employee under clause 57.4(b) but agreement is not reached (including because the Employee refuses to confer), the Employer may direct the Employee in writing to take one or more periods of paid annual leave.

However, in directing that the Employee take leave under this subclause 57.5(a):

- (i) the Employee cannot be directed to reduce the accrued leave to less than eight (8) weeks;
- (ii) the Employer cannot require an Employee to take any period of paid annual leave of less than one week;
- (iii) the Employer cannot require the Employee to take a period of paid annual leave beginning less than 8 weeks or more than 12 months after the direction is given; and
- (iv) the direction must not be inconsistent with any leave arrangement agreed by the Employer and Employee.

(b) **Where the Employer issues a Direction**

Where the Employer issues a direction to the Employee to take paid annual leave in accordance with paragraph (a):

- (i) the Employee must take paid annual leave in accordance with that direction; and
- (ii) the Employee may request to take a period of paid annual leave as if the direction had not been given.

(c) **Request by Employee for Leave**

If the Employee has genuinely tried to reach agreement with the Employer under subclause 57.4(b) but agreement is not reached (including because the Employer refuses to confer) the Employee may give a written notice to the Employer requesting to take one or more periods of paid annual leave.

However, a notice under this subclause 57.5(b):

- (i) may only be given if the Employee has had an excess leave accrual for more than 6 months at the time of giving the notice;
- (ii) may only be given if the Employee has not been given a direction under subclause 57.5(a) that, when any other paid annual leave arrangements are taken into account would eliminate the Employee's excess accrual;
- (iii) must not, if granted, result in the Employee's remaining accrued entitlement to paid annual leave being, at any time, less than 6 weeks when other paid annual leave arrangements are taken into account;
- (iv) must not provide for the employee to take any period of paid annual leave of less than one week;
- (v) must not provide for the employee to take a period of paid annual leave beginning less than 8 weeks or more than 12 months, after the notice is given;
- (vi) must not be inconsistent with any leave arrangement agreed by the Employer and Employee; and
- (vii) must not be for more than 1 full year's entitlement to annual leave as prescribed by 57.1 and 57.2 above.



(d) **Where the Employee requests leave by notice**

Where the Employee gives written notice to the Employer to take one or more periods of paid annual leave in accordance with paragraph (c), the Employer must grant paid annual leave requested by the notice under paragraph (c).

(e) **Disputes regarding excess annual leave**

Without limiting the Dispute Resolution Procedure of the Agreement, either an Employee or Employer (or their representative/s) may refer a dispute about the following matters to the Commission:

- (i) a dispute about whether the Employer or Employee has requested a meeting and genuinely tried to reach agreement;
- (ii) a dispute about whether the Employer has unreasonably refused to agree to a request by the employee to take paid annual leave;
- (iii) a dispute about whether a direction to take leave complies with the clause; or
- (iv) a dispute about a leave reduction plan referenced in clauses 57.4(b) and (c).

**57.6 Short periods of annual leave**

Paid annual leave under this clause can be taken in periods less than an Employee's ordinary fortnight (short period), including single days in which case any notice period may be waived by agreement.

**57.7 Employee not taken to be on paid annual leave at certain times**

(a) **Public Holidays**

*See also clause 56 (public holidays)*

If an Employee takes paid annual leave during a period that includes a public holiday, the Employee is taken not to be on paid annual leave on that day.

(b) **Other Periods of Leave**

*See also clause 61 (Personal Leave) and 65 (Compassionate Leave)*

- (i) An Employee may take other types of leave, such as personal leave or compassionate leave whilst on annual leave. An Employee is taken not to be on paid annual leave whilst on other leave and the Employee's paid annual leave accrual will be amended to reflect this. These provisions do not apply to unpaid parental leave.
- (ii) An Employee taking personal leave whilst on annual leave will provide the Employer with evidence in accordance with clause 61 (Personal Leave).
- (iii) Where an Employee takes other leave during annual leave, any annual leave loading received for a period that is no longer annual leave is taken to have been paid in advance as required in subclause 57.8 (Payment for leave) or may be deducted from any payment required to be made under clause 57.12(a) (Effect of termination on annual leave).

## 57.8 Payment for leave

- (a) Employees will receive their ordinary pay and any amount required by subclause 57.9 (Annual leave loading or penalties) during periods of annual leave. **Ordinary pay** for the purposes of this clause means remuneration for the Employee's normal weekly number of hours of work calculated at the ordinary time rate of pay provided that:
- (i) where an Employee has performed higher duties for an aggregate period of three months or more in a 12-month period, ordinary pay will be adjusted proportionally to reflect the period during which higher duties were performed; and
  - (ii) normal weekly hours for a part-time Employee who performs additional shifts will reflect the additional hours worked over the 12-month period.
- (b) Payment for paid annual leave will be in advance for the period of such leave except for a short period.

## 57.9 Annual leave loading or penalties

- (a) In addition to ordinary pay (as defined) an Employee will receive the higher of:
- (i) leave loading of 17.5% calculated on the relevant rate of salary prescribed in Appendix 2, subject to the cap at subclause 57.9(b); or
  - (ii) the payments listed below which the Employee would have received had the Employee not been on leave:
    - (A) shift allowances (clause 34);
    - (B) special rates for Saturdays and Sundays (clause 48);
    - (C) qualification allowance (clause 30);
    - (D) uniform allowances (clause 38); and
    - (E) RIPN allowance (clause 32).
- (b) Leave loading under subclause 57.9(a)(i) is payable on:
- (i) a maximum of 152 hours in respect of any year of employment, and
  - (ii) the Employee's weekly ordinary pay subject to the **cap** (as defined).

**57.10** The cap under subclause 57.9(b)(ii) is the weekly rate prescribed by this Agreement for a NM5C.

**57.11** To determine which payments the Employee would have received had the Employee not been on leave for the purpose of subclause 57.9(a)(ii), this will be done either by:

- (a) the projected roster, being the roster the Employee would have worked had they not been on leave; or
- (b) where there is no projected roster, the rosters for the 12 weeks immediately preceding the leave excluding any period during which the Employee was not on the roster (for example, because of attendance at approved Professional Development or another form of paid leave).

**57.12 Effect of termination on annual leave**

- (a) Where an Employee's employment ends for any reason, the Employer must pay to the Employee any untaken accrued annual leave. The amount payable to the Employee is the amount the Employee would have received had the Employee taken the leave at the time of termination, including any payment under subclause 57.9 (Annual leave loading or penalties).
- (b) If annual leave has been taken in advance and, at the time the employment terminates, the Employee has a negative paid annual leave accrual, the Employer may deduct a sum equal to the negative annual leave accrual (at the amount paid at the time the annual leave was taken in advance) from any remuneration payable to the Employee upon termination of employment.

**57.13 ADOs and annual leave**

*See clause 43 (Accrued Days Off).*

**58. Additional Leave – Entitlement to Four Clear Days**

*NOTE: for other provisions relating to rosters see clause 45 (Rosters).*

**58.1** An Employee is entitled to four clear days in each fortnight of a four week roster cycle free from duty, including on-call/recall work.

**58.2** An Employee who does not receive four clear days off duty (as described at subclause 58.1 above) and is required to be on call:

- (a) on days the Employee is not rostered for duty; and
- (b) for a minimum of two days during four or more four-week roster cycles during an anniversary year,

will accrue additional leave 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

**58.3** The number of four week roster cycles on call as described in subclause 58.2 above will be determined by the Employer between 1 December and 30 December each year for the 12-

month period immediately preceding the date of calculation to determine the amount of any additional leave.

- 58.4** Any leave accrued in accordance with this clause will be taken at a time agreed between the Employer and the Employee, subject to the operational needs of the Employer.
- 58.5** Any leave accrued under this clause will not attract any projected penalties or annual leave loading.
- 58.6** The obligations as they apply to a particular health service, ward or unit under subclauses 58.1 to 58.4 above may be varied in accordance with clause 93 of this Agreement (Proposals to Vary Specific Matters).

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## **59. Cashing Out of Annual Leave**

**59.1** An Employee may, with the consent of the Employer, choose to cash out paid annual leave in accordance with this clause.

(a) **Written request and written agreement**

An Employee wishing to cash out annual leave must make a written request to the Employer. Where the Employer agrees to that request, the Employee and the Employer will record the agreement in writing.

(b) **Terms of agreement must comply with terms**

A written agreement must comply with the following terms:

- (i) paid annual leave must not be cashed out if the cashing out would result in the Employee having less than six weeks of accrued annual leave;
- (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;
- (iii) the Employee must be paid at least the full amount that would have been payable to the Employee had the Employee taken the leave that the Employee has forgone, including annual leave loading and superannuation to the Employee's nominated Fund; and
- (iv) an Employee cannot cash out more than 2 weeks paid annual leave in any 12-month period.

(c) 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.

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

A part-time Employee that has reduced their EFT fraction, may request to cash out accrued annual leave in conjunction with taking a period of annual leave so that the total payment for the period is equivalent to the previous EFT fraction. The request and any agreement must comply with the requirements of subclause 59.1 above save that:

- (a) the requirement that 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 calculated using the new EFT fraction; and
- (b) the limit on cashing out no more than 2 weeks annual leave will not apply.

*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 (i.e. 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:

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

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## **60. Purchased Leave**

*This clause does not apply to casual Employees.*

- 60.1** An Employee may, if mutually agreed with the Employer, purchase up to 20 working days (pro-rated for part-time Employees) additional paid leave in a 12-month period at ordinary pay. The additional paid leave is purchased through salary deductions made over the whole year. The amount deducted will correspond with the amount of leave purchased.

*Example:*

An Employee who purchased four (4) additional weeks' leave would be paid 48/52 or 92.31% of the ordinary rate of pay throughout the relevant 12-month period. If an Employee purchased an additional two (2) weeks' leave, the Employee would be paid 50/52 or

96.15% of the ordinary rate of pay throughout the relevant 12-month period.

- 60.2** Purchased Leave may be taken in conjunction with other types of leave.
- 60.3** Purchased Leave must be used in the 12-month period in which it is purchased.
- 60.4** The Employer may grant Purchased Leave for a 12-month period, subject to operational requirements. Once approval has been granted, the arrangement may only be varied or cancelled in extraordinary circumstances.
- 60.5** Where the:
- (a) arrangement has been varied or cancelled because of extraordinary circumstances;
  - (b) Employee's employment terminates; or
  - (c) Purchased Leave has not been taken in the relevant 12-month period,

the Employer will refund the amount of salary deducted in respect of any unused Purchased Leave as a lump sum. In the case of variation or cancellation, payment will be made no later than two pay periods following notification of the variation or cancellation.

- 60.6** Where the Employee's employment terminates and the amount of Purchased Leave taken exceeds the amount deducted, the Employer may deduct a sum equal to the negative balance from any remuneration payable to the Employee upon termination of employment.

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## **61. Personal Leave**

*This clause does not apply to casual Employees. The entitlements of casual Employees are set out in clause 62 (Casual Employment – Caring Responsibility).*

### **61.1 Amount of Paid Personal Leave**

- (a) An Employee is entitled to the following amount of paid personal leave:
- (i) 91 hours and 12 minutes or as provided by the NES (whichever is greater) in the first year of service;
  - (ii) 106 hours and 24 minutes or as provided by the NES (whichever is the greater) in each year in the second, third and fourth years of service; and
  - (iii) 152 hours in the fifth and following years of service.
- (b) Paid personal leave accrues progressively during a year of service according to the Employee's ordinary hours of work (excluding overtime) and accumulates from year to year.

### **61.2 Payment for leave**

- (a) Payment will be made based on the number of ordinary hours the Employee would have worked on the day or days on which the leave was taken.
- (b) An Employee utilising personal leave may take leave for part of a single day. Leave will be deducted on a time for time basis from the Employee's accrued personal leave.

### **61.3 Access to paid personal leave**

Subject to the conditions set out in this clause, an Employee may take paid personal leave if the leave is taken:

- (a) due to personal illness or injury (**sick leave**); or
- (b) to care for or support a member of the Employee's immediate family or household because of:
- (i) a personal illness or injury affecting them; or
  - (ii) an unexpected emergency affecting them (**carer's leave**).

**61.4** In normal circumstances an Employee must not take carer's leave under this clause where another person has taken leave on the same occasion to care for the same person.

**61.5 Sick leave**

(a) **General**

An Employee may take personal leave for the reasons described at subclause 61.3 above and 61.5(b) below.

(b) **Personal Leave to Attend Appointments**

An Employee may use up to five days' personal leave, in aggregate, in any year of service on account of a disability or where the Employee is required to attend a registered health practitioner.

(c) **Evidence requirements**

An Employee taking sick leave will give the Employer evidence that would satisfy a reasonable person the Employee is absent due to personal illness or injury, in the case of leave taken to attend an appointment (see subclause 61.5(b)) evidence of attendance. Evidence that would satisfy a reasonable person that the Employee is absent due to personal illness or injury includes:

- (i) a medical certificate from a registered health practitioner; or
- (ii) a Statutory Declaration signed by the Employee with respect to absences on three occasions in any one year not exceeding three consecutive working days each.

(d) **Exception to evidence requirement – single day absences**

An Employee may be absent for a single day without evidence of personal illness or injury as required at subclause 61.5(c) above, on not more than three occasions per year of service. However, an Employee will not be entitled to this benefit if the Employee fails to notify the Employer pursuant to health service procedure of the single day absence as set out at subclause 61.5(f) below.

(e) **Single Day Absences without certificate – Additional Leave**

Where the one day absences referred to in subclause 61.5(d) are not taken for a period of five years, an additional 38 hours personal leave will be added to the Employee's accrued entitlement.

(f) **Notice requirements**

- (i) An Employee should inform the Employer of their absence no less than 1.5 hours prior to the commencement of the rostered shift or as soon as reasonably practicable to allow the Employer to take necessary steps to backfill the absence. This provision does not apply where an Employee could not comply because of circumstances beyond the Employee's control.
- (ii) The Employer will inform Employees of the procedure for notification by Employees of their inability to attend work due to illness or injury. All such notifications will be registered, detailing the time of notification and the name of the Employee.

(g) **Failure to provide notice of absence**

Personal leave will not be withheld by an Employer until all reasonable steps have been taken to investigate the Employee's lack of notice as required by subclause 61.5(f) regarding the absence from duty. Such an investigation must provide the Employee with an opportunity to give reasons as to why notification was not given.

**61.6 Carer's leave**

(a) **Evidence requirements**

The Employee must, if required by the Employer, establish by production of a statutory declaration or other evidence that would satisfy a reasonable person, that a member of the Employee's immediate family or household has either:

- (i) an illness or injury; or
- (ii) an unexpected emergency,

that requires their care or support. In the case of an unexpected emergency, the Employee will identify the nature of the emergency. An 'unexpected emergency' includes providing care or support to a member experiencing family violence as described at subclause 64.5(b).

(b) **Notice requirements**

The Employee must, where practicable, give the Employer notice of the intention to take leave prior to the absence, that includes:

- (i) the name of the person requiring care or support and their relationship to the Employee;
- (ii) the reasons for taking such leave; and
- (iii) 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 of the absence by telephone at the first opportunity on the day of absence.

(c) **Unpaid leave where accruals exhausted**

An Employee who has exhausted paid personal leave entitlements is entitled to take unpaid carer's leave. The Employer and the Employee will agree on the period. In the absence of agreement, the Employee is entitled to take up to two days (or two full shifts where ordinary shifts exceed 8 hours) per occasion, provided the evidentiary requirements are met.

**61.7 Personal leave on a public holiday**

*See also clause 56 (Public Holidays)*

If the period during which an Employee takes paid personal leave includes a day or part day that is a public holiday in the place where the Employee is based for work purposes, the Employee is taken not to be on paid personal leave on that public holiday.



## 61.8 Portability of Personal Leave

- (a) Where an Employee is and has been in the service of:
- (i) an Employer (as defined);
  - (ii) an Institution registered and subsidised under the *Hospitals and Charities Act 1958* (Vic), the *Health Services Act 1988* (Vic);
  - (iii) of the Cancer Institute Board;
  - (iv) of the Victorian Bush Nursing Association (Incorporated);
  - (v) a Bush Nursing institution;
  - (vi) a Statutory Authority including the Nurses Board of Victoria;
  - (vii) the Fairfield Hospital Board;
  - (viii) the Royal District Nursing Service; or
  - (ix) the Australian Red Cross Blood Service,

transfers to an (or another) Employer, the Employer will credit accumulated Personal Leave to such an Employee up to a maximum of 180 working days in their new employment. The Employer may require an Employee to produce a written statement from their 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. Where an Employee transfers to an (or another) Employer and remains engaged on casual bank/or as a casual Employee with their previous Employer, the new Employer will not exclude the Employee from any benefit under this subclause 61.8.

- (b) Continuity of service will be deemed to be unbroken where the period of absence is equal to or less than an Employee's allowable period of absence between an engagement with one employer named in subclause 61.8(a) and another. An absence in excess of the allowable period of absence will operate so as to exclude the Employee from any benefit under this subclause 61.8.
- (c) Provided further that where any Employee for the sole purpose of undertaking a course of study related to nursing or midwifery is, with the written approval of the Employer, absent without pay for up to but not exceeding 104 weeks, such absence will not be deemed to have broken continuity of service but will not be counted as service for the purpose of establishing entitlement to personal leave portability.

## 61.9 Termination of Employment while on Personal Leave

No Employer will terminate the services of an Employee during the currency of any period of Personal Leave, with the object of avoiding obligations under this clause.

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## 62. Casual Employment – Caring Responsibilities

62.1 Subject to the evidentiary and notice requirements that apply to Carer's Leave under clause 61.6, a casual Employee is entitled to be unavailable to attend work, or to leave work, if they need to provide care or support to a member of the Employee's immediate family or household because of:

- (a) a personal illness, or personal injury, affecting them;

- (b) an unexpected emergency affecting them; or
- (c) the birth of a child.

**62.2** The Employer and the Employee will agree on the period for which the Employee will be entitled to be unavailable to attend work. In the absence of agreement, the Employee is entitled to not be available to attend work for up to two days per occasion, which may be taken as a single continuous period of up to two days or any separate periods to which the Employer and Employee agree.

**62.3** The casual Employee is not entitled to any payment for the period of non-attendance.

**62.4** 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.

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## **63. Fitness for Work**

### **63.1 Fit for Work**

- (a) The Employer is responsible for providing a workplace that is safe and without risk to health for Employees, so far as is reasonably practicable.
- (b) Each Employee is responsible for ensuring that they are fit to perform their duties without risk to the safety, health and well-being of themselves and others within the workplace. This responsibility includes compliance with reasonable measures put in place by the Employer and any related occupational health and safety requirements.

### **63.2 Addressing concerns about Fitness for Work**

- (a) In the event the Employee's manager forms a reasonable belief (as defined at subclause 63.2(b) below) that an Employee may be unfit to perform their duties, the Employer will act in a timely manner to promote physical, mental and emotional health so that employees can safely undertake and sustain work.
- (b) In this clause **reasonable belief** means a belief based on sufficient evidence that supports a conclusion on the balance of probabilities. Nothing in this clause 63 permits an Employer to act contrary to the *Health Records Act 2001 (Vic)*.
- (c) In this clause treating medical practitioner may, where relevant, also include programs such as the Nursing and Midwifery Health Program Victoria, or a psychologist.
- (d) The Employer will:
  - (i) take all reasonable steps to give the Employee an opportunity to answer any concerns which are the subject of the reasonable belief;
  - (ii) recognise the Employee's right to have a representative, including a Union representative, at any time when meeting with the Employer;
  - (iii) genuinely consider the Employee's response with a view to promoting physical, mental and emotional health so that Employees can safely undertake and sustain work; and
  - (iv) take these responses into account in considering whether reasonable adjustments can be made in order that the Employee can safely undertake and sustain work.
- (e) **Report from Treating Medical Practitioner**

Where, after discussion with the Employee, the Employer continues to have a reasonable belief that the Employee is unfit to perform the duties, the Employer may request the Employee to obtain a report from the Employee's treating medical practitioner regarding the Employee's fitness for work. Where this occurs, the Employer will provide to the Employee, in writing, the concerns and information that form the basis of the reasonable belief to assist the Employee's treating medical practitioner.

The Employee will:

- (i) advise the Employer of the Employee's treating medical practitioner;
- (ii) provide a copy of the report to the Employer; and
- (iii) meet with the Employer to discuss any report.

(f) **Report from IME**

If, on receipt of the report, and (where reasonably practicable) following discussion, the Employer continues to have a reasonable belief that the Employee is unfit for duty, or the Employee does not provide a report from the treating medical practitioner, the Employer may require the Employee to attend an independent medical practitioner (**IME**).

The Employer will:

- (i) pay for the cost and expenses of the appointment and report;
- (ii) provide a copy of the IME report to the Employee; and
- (iii) meet with the Employee to discuss any report.

(g) **Information to Employee before IME**

Before the Employee attends an IME under subclause 63.2(f) above, the Employee will be provided with a copy of:

- (i) the name of the proposed IME; and
- (ii) any correspondence (including any supporting material) proposed to be sent to the IME.

(h) **Employee consultation and right to supplement information**

Before attending an IME, the Employee may:

- (i) supplement the material to be provided to the IME; and/or
- (ii) request to meet with the Employer to consult about the material the Employer proposes to provide the IME. The Employee's representative may attend the meeting.

(i) **Relationship to WIRC**

This sub-clause 63.2 does not apply to an injury that is the subject of an active WorkCover claim. Matters regarding an Employee's Fitness for Work regarding an injury that is the subject of a WorkCover claim shall be managed in accordance with the WIRC Act including the Employer's obligation to provide a safe work environment.

(j) **Safe Work Environment is paramount**

Nothing in this clause 63.2 prevents an Employer from taking any reasonable step in the workplace to ensure a safe work environment.

**63.3 Reasonable Adjustments**

(a) Where Employees have a disability (whether permanent or temporary) the Employer is required to make reasonable adjustments to enable the Employee to continue to perform their duties, subject to subclause 63.3(b) below.

(b) An Employer is not required to make reasonable adjustments if the Employee could not or cannot adequately perform the genuine and reasonable requirements of the employment even after the adjustments are made.

(c) **Definitions**

(i) **Disability** has the same meaning as section 4 of the EO Act and includes:

- (A) total or partial loss of a bodily function;
- (B) presence in the body of organisms that may cause disease;
- (C) total or partial loss of a part of the body; or
- (D) malfunction of a part of the body including a mental or psychological disease or disorder or condition or disorder that results in a person learning more slowly than those without the condition or disorder.

(ii) **Reasonable adjustments** has the same meaning as section 20 of the EO Act and requires consideration of all relevant facts and circumstances including:

- (A) the employee's circumstances, including the nature of the disability;
- (B) the nature of the Employee's role;
- (C) the nature of the adjustment required to accommodate the Employee's disability;
- (D) the financial circumstances of the Employer;
- (E) the size and nature of the workplace and the Employer's business;
- (F) the effect on the workplace and the Employer's business of making the adjustment including the financial impact, the number of persons who would benefit or be disadvantaged and the impact of efficiency and productivity;
- (G) the consequences for the Employer in making the adjustment; and
- (H) the consequences for the Employee in not making the adjustment.

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## 64. Family Violence Leave

*NOTE: Family member is defined in section 8 of the Family Violence Protection Act 2008 (Vic) and is broader than the definition of immediate family in clause 4 (Definitions).*

### 64.1 General Principle

- (a) Each Employer recognises that Employees sometimes face situations of violence or abuse in their personal life that may affect their attendance or performance at work. Therefore, each Employer is committed to providing support to staff that experience family violence.
- (b) Leave for family violence purposes is available to employees who are experiencing family violence and also to allow them to be absent from the workplace to attend counselling appointments, medical appointments, legal proceedings or appointments with a legal practitioner and other activities related to, and as a consequence of, family violence.

### 64.2 Definition of Family Violence

For the purposes of this clause, family violence is as defined by the *Family Violence Protection Act 2008* (Vic) which defines family violence at section 5, in part, as follows:

- (a) behaviour by a person towards a family member of that person if that behaviour:
  - (i) is physically or sexually abusive;
  - (ii) is emotionally or psychologically abusive;
  - (iii) is economically abusive;
  - (iv) is threatening;
  - (v) is coercive; or
  - (vi) in any other way controls or dominates the family member and causes that family member to feel fear for the safety or wellbeing of that family member or another person; or
- (b) behaviour by a person that causes a child to hear or witness, or otherwise be exposed to the effects of, behaviour referred to in subclause (a) above.

### 64.3 Eligibility

- (a) Paid leave for family violence purposes is available to all Employees with the exception of casual Employees.
- (b) Casual Employees are entitled to access leave without pay for family violence purposes.

### 64.4 General Measures

- (a) Evidence of family violence may be required and can be in the form of an agreed document issued by the Police Service, a Court, a registered health practitioner, a Family Violence Support Service, district nurse, maternal and child health nurse or Lawyer. A signed statutory declaration can also be offered as evidence.
- (b) All personal information concerning family violence will be kept confidential in line with the Employer's policies and relevant legislation. No information will be kept on an Employee's personnel file without their express written permission.

- (c) No adverse action will be taken against an Employee if their attendance or performance at work suffers as a result of experiencing family violence.
- (d) The Employer will identify contact/s within the workplace who will be trained in family violence and associated privacy issues. The Employer will advertise the name of any Family Violence contacts within the workplace.
- (e) An Employee experiencing family violence may raise the issue with their immediate supervisor, Family Violence contacts, Union delegate or nominated Human Resources contact. The immediate supervisor may seek advice from Human Resources if the Employee chooses not to see the Human Resources or Family Violence contact.
- (f) Where requested by an Employee, the Human Resources contact will liaise with the Employee's manager on the Employee's behalf, and will make a recommendation on the most appropriate form of support to provide in accordance with clause 64.5 and clause 64.6.
- (g) The Employer will develop guidelines to supplement this clause and which details the appropriate action to be taken in the event that an Employee reports family violence.

#### **64.5 Leave**

- (a) An Employee experiencing family violence will have access to 20 days per year of paid special leave (pro rata for part-time Employees) following an event of family violence and for related purposes such as counselling appointments, medical appointments, legal proceedings or appointments with a legal practitioner and other activities related to, and as a consequence of, family violence (this leave is not cumulative but if the leave is exhausted consideration will be given to providing additional leave). This leave will be in addition to existing leave entitlements and may be taken as consecutive or single days or as a fraction of a day and can be taken without prior approval.
- (b) An Employee who supports a person experiencing family violence may utilise their personal leave entitlement to accompany them to court, to hospital, or to care for children. The Employer may require evidence consistent with subclause 64.4(a) from an Employee seeking to utilise their personal/carer's leave entitlement.

#### **64.6 Individual Support**

- (a) In order to provide support to an Employee experiencing family violence and to provide a safe work environment to all Employees, the Employer will approve any reasonable request from an Employee experiencing family violence for:
  - (i) temporary or ongoing changes to their span of hours or pattern or hours and/or shift patterns;
  - (ii) temporary or ongoing job redesign or changes to duties;
  - (iii) temporary or ongoing relocation to suitable employment;
  - (iv) a change to their telephone number or email address to avoid harassing contact; and/or
  - (v) any other appropriate measure including those available under existing provisions for family friendly and flexible work arrangements.
- (b) Any changes to an Employee's role should be reviewed at agreed periods. When an Employee is no longer experiencing family violence, the terms and

conditions of employment may revert back to the terms and conditions applicable to the Employee's substantive position.

- (c) An Employee experiencing family violence will be offered access to the Employee Assistance Program (**EAP**) and/or other available local employee support resources. The EAP will include professionals trained specifically in family violence.
- (d) An Employee that discloses that they are experiencing family violence will be given information regarding current support services.

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## **65. Compassionate Leave**

### **65.1 When Compassionate leave is available**

Compassionate leave may be available under this clause 65 to an Employee for each occasion (a "**permissible occasion**") when:

- (c) a member of the Employee's immediate family or household:
  - (i) contracts or develops a personal illness or sustains a personal injury that poses a serious threat to their life; or
  - (ii) dies; or
- (b) a Stillborn Child is born, where the Stillborn Child would have been a member of the Employee's immediate family, or a member of the Employee's household, if the Stillborn Child had been born alive.

**65.2** 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.

### **65.3 Employees other than casual Employees**

The provisions of subclauses 65.4 to 65.6 apply to all Employees other than casual Employees. The entitlements of casual Employees are set out in subclause 65.7.

**65.4** An Employee is entitled to up to 2 days' paid leave, on each permissible occasion.

**65.5** An Employee may take compassionate leave for a particular permissible occasion as:

- (a) a single continuous 2 day period;
- (b) 2 separate periods of one day each; or
- (c) any separate periods to which the Employee and Employer agree.

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

### **65.7 Casual Employees**

Subject to the evidence requirements described at subclause 65.8, a casual Employee is entitled to two days' unpaid compassionate leave on each permissible occasion. Unpaid compassion leave under this subclause may be taken as:

- (a) a single continuous period;
- (b) two separate periods of one day each; or

(c) any separate periods to which the Employee and Employer agree.

#### **65.8 Evidence – all Employees**

Proof of the injury, illness or death must be provided that would satisfy a reasonable person, if requested.

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### **66. Pre-natal Leave**

**66.1** An Employee required to attend pre-natal appointments or parenting classes that are only available or can only be attended during the Employee's ordinary rostered shift may, subject to the provision of satisfactory evidence of attendance, access their personal leave credit.

**66.2** The Employee must give the Employer prior notice of the Employee's intention to take such leave.

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### **67. Pre-adoption leave**

**67.1** 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.

**67.2** The Employee and the Employer should agree on the length of the unpaid leave.

**67.3** Where agreement cannot be reached, the Employee is entitled to take up to two days unpaid leave.

**67.4** Where paid leave is available to the Employee, the Employer may require the Employee to take such leave instead.

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### **68. Parental Leave**

This clause deals with parental leave, including paid parental leave. The issue of superannuation and parental leave (both paid and unpaid) is addressed at clause 27.6.

#### **68.1 Structure of clause**

This clause is structured as follows:

- (a) Definitions: subclause 68.2;
- (b) Long parental leave – unpaid: subclause 68.3;
- (c) Short parental leave – unpaid: subclause 68.4;
- (d) Paid parental leave: subclause 68.5;
- (e) Notice and evidence requirements: subclause 68.6;
- (f) Parental leave associated with the birth of a Child – additional provisions: subclause 68.7;
- (g) Unpaid pre-adoption leave: subclause 68.8;
- (h) Where placement does not proceed or continue: subclause 68.9;
- (i) Special maternity leave: subclause 68.10;



- (j) Variation of period of unpaid parental leave up to 12 months: subclause 68.11;
- (k) Right to request extension of period of unpaid parental leave beyond 12 months: subclause 68.12;
- (l) Parental leave and other entitlements: subclause 68.13;
- (m) Transfer to a safe job: subclause 68.14;
- (n) Returning to work after a period of parental leave: subclause 68.15;
- (o) Replacement Employees: subclause 68.16;
- (p) Communication during parental leave – organisational change: subclause 68.17; and
- (q) Keeping in touch days: subclause 68.18

Other provisions associated with parental leave are also included in this Agreement. Specifically, **prenatal leave** at clause 66, **flexible working arrangements** which includes the right to request to return from parental leave on a part-time basis at clause 16, leave to attend interviews and examinations relevant to adoption leave (**preadoption leave**) at clause 67 and **breastfeeding** at clause 69.

## 68.2 Definitions

For the purposes of this clause:

- (a) **Child** means:
  - (i) in relation to birth-related leave, a child (or children from a multiple birth) of the Eligible Employee or the Eligible Employee's Spouse; or
  - (ii) in relation to adoption-related leave, a child (or children) under 16 (as at the day of placement or expected day of placement) who is placed or who is to be placed with the Eligible Employee for the purposes of adoption, other than a child or step-child of the Eligible Employee or of the Spouse of the Eligible Employee or a child who has previously lived continuously with the Eligible Employee for a period of six months or more (**Adopted Child**);
  - (iii) as the case requires, includes a Stillborn Child.
- (b) **Continuous Service** includes continuous service with one and the same Employer or continuous service with more than one Employer including Institutions or Statutory Bodies (as defined at subclause 70.1), and includes any period of employment that would count as service under the Act.
- (c) **Eligible Casual Employee** means a casual Employee that has been employed by the Employer on a regular and systematic basis for a sequence of periods of employment during a period of at least 12 months and who has, but for the birth or expected birth of a Child or the decision to adopt a Child, a reasonable expectation of continuing engagement by the Employer on a regular and systematic basis.
- (d) **Eligible Employee** for the purposes of this clause 68 means an Employee who has at least six months' Continuous Service or an Eligible Casual Employee as defined above.
- (e) **Employee Couple** has the same meaning as under the Act.

- (f) **Flexible Long Parental Leave** means the 30 days' unpaid parental leave an Eligible Employee may take under subclause 68.3(g) as part of their 52 weeks' entitlement of Long Parental Leave.
- (g) **Long Parental Leave** means the 52 weeks' parental leave an Eligible Employee may take under subclause 68.3. A person taking Long Parental Leave under subclause 68.3(a)-(e) is the Primary Carer for this period for the purpose of this clause.
- (h) **Notional Flexible Period** is the period during which the Eligible Employee would be on Flexible Long Parental Leave if the Eligible Employee took leave for all of the Eligible Employee's notified flexible days in a single continuous period.
- (i) **Primary Carer** means the person who has responsibility for the care of the Child. Only one person can be the Child's Primary Carer on a particular day.
- (j) **Short Parental Leave** means the up to eight weeks' concurrent parental leave an Eligible Employee who will not be the Primary Carer of a Child may take under subclause 68.4 (Short Parental Leave – Unpaid).
- (k) **Spouse** includes a person to whom the Eligible Employee is married and a de facto partner, former spouse or former de facto spouse of the Employee. A de facto Spouse means a person who lives with the Employee as husband, wife or same-sex partner on a bona fide domestic basis.
- (l) **Stillbirth** means the delivery of a Stillborn Child.
- (m) **Stillborn Child** means:
  - (i) a child who weighs at least 400 grams at delivery or whose period of gestation was at least 20 weeks; and
  - (ii) who has not breathed since delivery; and
  - (iii) whose heart has not beaten since delivery.

**68.3 Long Parental Leave – Unpaid**

- (a) An Eligible Employee is entitled to 12 months' unpaid Long Parental Leave if:
  - (i) the leave is associated with:
    - (A) the birth of a Child (including a Stillbirth) of the Eligible Employee or the Eligible Employee's Spouse; or
    - (B) the placement of a Child with the Eligible Employee for adoption; and
  - (ii) the Eligible Employee is the Primary Carer, or in the case of a Stillbirth, the Eligible Employee would have been the Primary Carer if the Child had been born alive.
- (b) Except as provided at subclause 68.3(g) (Flexible Long Parental Leave) and subclause 68.12 (Keeping in Touch Days), the Eligible Employee must take the leave in a single continuous period.
- (c) Where an Eligible Employee is a member of an Employee Couple, except as provided at subclauses 68.3(g) (Flexible Long Parental Leave) and 68.4 (Short Parental Leave – Unpaid), parental leave must be taken by only one parent of an Employee Couple at a time in a single continuous period.

- (d) Each member of an Employee Couple may take a separate period of up to 12 months of Long Parental Leave. The period of Long Parental Leave will be reduced by any period of Short Parental Leave taken by the Eligible Employee.
- (e) Subject to subclause 68.3(f), an Eligible Employee may be able to extend a period of unpaid parental leave in accordance with subclause 68.11 (Variation of period of unpaid parental leave (up to 12 months)).
- (f) An Eligible Employee's entitlement to Long Parental Leave (other than Flexible Long Parental Leave) will end on the first day that the Eligible Employee takes Flexible Long Parental Leave. This means that if an Eligible Employee intends on taking a period of continuous unpaid parental leave they must do so before they take any Flexible Long Parental Leave.

(g) **Flexible Long Parental Leave**

- (i) An Eligible Employee may take up to 30 days of their Long Parental Leave entitlement (**Flexible Long Parental Leave**) during the 24-month period starting on the date of birth (including a Stillbirth) or day of placement of the Child if the requirements of this sub-clause are satisfied in relation to the leave.
- (ii) The number of days of Flexible Long Parental Leave that the Eligible Employee takes must not be more than the number of flexible days notified to the Employer under sub-clause 68.6(e)(iii) (subject to any agreement under sub-clause 68.6(e)(iv)).
- (iii) An Eligible Employee must take the Flexible Long Parental Leave as:
  - (A) a single continuous period of one or more days; or
  - (B) separate periods of one or more days each.
- (iv) An Eligible Employee may take the Flexible Long Parental Leave whether or not they have taken unpaid Long Parental Leave under subclause 68.3(b).
- (v) An Eligible Employee may take Flexible Long Parental Leave after taking one or more periods of unpaid Long Parental Leave under subclause 68.3(b) only if the total of those periods (disregarding any extension under sub-clause 68.11 or 68.12) is no longer than 12 months, less the employee's Notional Flexible Period, provided that the calculation is based on the assumption that:
  - (A) the Eligible Employee ordinarily works each day that is not a Saturday or Sunday; and
  - (B) there are no public holidays during the period.
- (vi) A member of an Employee Couple (*the first employee*) may take Flexible Long Parental Leave on the same day as the other member of the Employee Couple (*the other employee*) is taking unpaid Long Parental Leave only if the total of all periods of unpaid parental leave the first employee takes at the same time as the other employee is no longer than 8 weeks.

(h) **Hospitalised children – agreement to not take unpaid Long Parental Leave**

- (i) If:

- (A) a Child is required to remain in hospital after the Child's birth, or is hospitalised immediately after the Child's birth, including because:
  - 1) the Child was born prematurely; or
  - 2) the Child developed a complication or contracted an illness during the child's period of gestation or at birth; or
  - 3) the Child developed a complication or contracted an illness following the Child's birth; and
- (B) an Employee, whether before or after the birth of the Child, gives notice in accordance with subclause 68.6 of the taking of a period of unpaid parental leave (the **original leave period**) in relation to the Child,

then the Employee may agree with their Employer that the Employee will not take unpaid parental leave for a period (**the permitted work period**) while the Child remains in hospital.

- (ii) If the Employee and Employer so agree, then the following rules have effect:
  - (A) the Employee is taken to not be taking unpaid parental leave during the permitted work period;
  - (B) the permitted work period does not break the continuity of the original leave period; and
  - (C) the Employee is taken to have advised the Employer, for the purposes of subclause 68.6(b), of an end date for the original leave period that is the date on which that period would end if it were extended by a period equal to the permitted work period.
- (iii) The permitted work period must start after the birth of the Child.
- (iv) The permitted work period ends at the earliest of the following:
  - (A) the time agreed by the Employer and Employee;
  - (B) the end of the day of the Child's first discharge from hospital after birth; or
  - (C) if the Child dies before being discharged, the end of the day the Child dies.
- (v) Only one period of may be agreed to under subclause 68.3(h)(i) for which the Employee will not take unpaid parental leave in relation to the Child.
- (vi) The Employee must, if required by the Employer, give the Employer evidence (including without limitation, a medical certificate) that would satisfy a reasonable person of either or both of the following:
  - (A) that subclause 68.3(h)(i)(A) applies in relation to the child;
  - (B) that the Employee is fit for work.

#### **68.4 Short Parental Leave – Unpaid**

- (a) This clause applies to an Eligible Employee who is a member of an Employee Couple.
- (b) An Eligible Employee who will not be the Primary Carer of a Child may take up to eight weeks' leave concurrently with any parental leave taken by the parent who will be the Primary Carer. Short Parental Leave may be taken in separate periods but, unless the Employer agrees, each period must not be shorter than two weeks.
- (c) The period of Short Parental Leave will be deducted from the period of Long Parental Leave to which the Eligible Employee is entitled under subclause 68.3 (if applicable).

#### **68.5 Paid Parental Leave**

- (a) An Eligible Employee commencing parental leave is entitled to paid parental leave on the following basis:
  - (i) until 31 March 2021:
    - (A) a Primary Carer taking Long Parental Leave will be entitled to 10 weeks' paid parental leave, provided that the Long Parental Leave is taken contemporaneously with the birth or placement of the Child (subject to clause 68.3(h), in which case the Employee taking Long Parental Leave may agree with the Employer that the Employee will not take Long Parental Leave during the permitted work period while the Child remains hospitalised); and
    - (B) a non-Primary Carer taking Short Parental Leave will be entitled to one week's paid parental leave;
  - (ii) from 1 April 2021 onwards:
    - (A) a Primary Carer taking Long Parental Leave will be entitled to 14 weeks' paid parental leave, provided that the Long Parental Leave is taken contemporaneously with the birth or placement of the Child (subject to clause 68.3(h), in which case the Employee taking Long Parental Leave may agree with the Employer that the Employee will not take Long Parental Leave during the permitted work period while the Child remains hospitalised); and
    - (B) a non-Primary Carer taking Short Parental Leave will be entitled to two weeks' paid parental leave,

save that an Eligible Employee is not entitled to both paid Long Parental Leave and paid Short Parental Leave in respect of the same birth or adoption event.

Paid parental leave is in addition to any relevant Commonwealth Government paid parental leave scheme (subject to the requirements of any applicable legislation)

- (b) The Employer and Eligible Employee may reach agreement as to how the paid parental leave under this Agreement is paid. For example, such leave may be paid in smaller amounts over a longer period, consecutively or concurrently with any relevant Commonwealth Government parental leave scheme (subject to the requirements of any applicable legislation) and may include a voluntary contribution to superannuation.

- (c) Such agreement must be in writing and signed by the parties. The Eligible Employee must nominate a preferred payment arrangement at least four weeks prior to the expected date of birth or date of placement of the Child. In the absence of agreement, such leave will be paid during the ordinary pay periods corresponding with the period of the leave.
- (d) Subject to clause 70.5(b)(vi) and 70.11 (in the case of long service leave), a variation to the payment of paid parental leave resulting in, for example, the paid leave being spread over more than 14 weeks does not affect the period of continuous service recognised. For example, an Employee taking 28 weeks at half pay will, for the purpose of calculating continuous service, have fourteen weeks of continuous service recognised. An Employee taking seven (7) weeks at double pay will have 14 weeks of continuous service recognised.
- (e) The paid parental leave prescribed by this clause will be concurrent with any relevant unpaid entitlement prescribed by the NES/this Agreement.

## **68.6 Notice and evidence requirements**

- (a) Subject to clause 68.6(e) (Notice - Flexible Long Parental Leave), an Employee must give at least 10 weeks' written notice of the intention to take parental leave, including the proposed start and end dates. At this time, the Employee must also provide a statutory declaration stating:
  - (i) that the Employee will become either the Primary Carer or non-Primary Carer of the Child, as appropriate;
  - (ii) the particulars of any parental leave taken or proposed to be taken or applied for by the Employee's Spouse; and
  - (iii) that for the period of parental leave the Employee will not engage in any conduct inconsistent with their contract of employment.
- (b) Subject to clause 68.6(e) (Notice - Flexible Long Parental Leave), at least four weeks before the intended commencement of parental leave, the Employee must confirm in writing the intended start and end dates of the parental leave, or advise the Employer of any changes to the notice provided in subclause 68.6(a), unless it is not practicable to do so.
- (c) The Employer may require the Employee to provide evidence which would satisfy a reasonable person of:
  - (i) in the case of birth-related leave:
    - (A) the date of birth, or expected date of both, of the Child (including without limitation, a medical certificate or certificate from a registered midwife, stating the date of birth or expected date of birth); and
    - (B) if relevant, that their Child was stillborn (including without limitation, a certification by a medical practitioner or registered midwife of the child as having been delivered); or
  - (ii) in the case of adoption-related leave, the commencement of the placement (or expected day of placement) of the Child and that the Child will be under 16 years of age as at the day of placement or expected day of placement.
- (d) An Employee will not be in breach of this clause if failure to give the stipulated notice is occasioned by the birth of the Child or placement occurring earlier than

the expected date or in other compelling circumstances. In these circumstances the notice and evidence requirements of this clause should be provided as soon as reasonably practicable.

(e) **Notice requirements - Flexible Long Parental Leave**

- (i) If an Employee wishes to take Flexible Long Parental Leave, the Employee must give notice to the Employer as follows:
  - (A) where the Employee also takes unpaid Long Parental Leave or Short Parental Leave under subclauses 73.3 or 73.4 (*the original leave*);
    - 1) at the same time as the Employee gives notice in accordance with subclause 68.6(a) in relation to the original leave, unless subclause 2) below applies; or
    - 2) if the Employee takes more than one period of unpaid Short Parental Leave, at the same time as the Employee gives notice in accordance with subclause 68.6(a) in relation to the first of those periods of leave; or
  - (B) otherwise - at least 10 weeks before starting the Flexible Long Parental Leave.
- (ii) If the Employer agrees, the notice may be given at a later time than that specified in subclause 68.6(e)(i).
- (iii) The notice under subclause 68.6(e)(i) must specify the total number of days (**Flexible Days**) of Flexible Long Parental Leave that the Employee intends to take in relation to the Child.
- (iv) If the Employer agrees, the Employee may:
  - (A) reduce the number of flexible days, including by reducing the number of flexible days to zero; or
  - (B) increase the number of flexible days, but not so as to increase the number of flexible days above 30.
- (v) The Employee must give the Employer written notice of a flexible day on which the Employee will take Flexible Long Parental Leave:
  - (A) at least 4 weeks before that day; or
  - (B) if that is not practicable, as soon as practicable (which may be a time after the leave has started).
- (vi) If the Employer agrees, the Employee may change a day on which the Employee takes Flexible Long Parental Leave from a day specified in a notice under subsection 68.6(e)(v).

**68.7 Parental leave associated with the birth of a Child – additional provisions**

- (a) Subject to the limits on duration of parental leave set out in this Agreement and unless agreed otherwise between the Employer and Eligible Employee, an Eligible Employee who is pregnant may commence Long Parental Leave at any time up to six weeks immediately prior to the expected date of birth.

(b) **Six weeks before the birth**

- (i) Where a pregnant Eligible Employee continues to work during the six week period immediately prior to the expected date of birth, the Employer may require the Eligible Employee to provide a medical certificate stating that she is fit for work and, if so, whether it is inadvisable for her to continue in her present position because of illness or risks arising out of the Eligible Employee's pregnancy or hazards connected with the position.
- (ii) Where a request is made under subclause 68.7(b)(i) and an Eligible Employee:
  - (A) does not provide the Employer with the requested certificate within seven days of the request; or
  - (B) within seven days after the request, the Eligible Employee gives the Employer a medical certificate stating that the Eligible Employee is not fit for work,the Employer may require the Eligible Employee to commence their parental leave as soon as practicable.
- (iii) Where a request is made under subclause 68.7(b)(i) and an Eligible Employee provides a medical certificate that states that the Eligible Employee is fit for work but it is inadvisable for the Eligible Employee to continue in her present position during a stated period, subclause 68.14 (Transfer to a safe job) will apply.

**68.8 Unpaid pre-adoption leave**

Employees' entitlement to pre-adoption leave is set out at clause 67 (Pre-adoption leave).

**68.9 Where placement does not proceed or continue**

- (a) Where the placement of the Child for adoption with an Eligible Employee does not proceed or continue, the Eligible Employee must notify the Employer immediately.
- (b) Where the Eligible Employee had, at the time, started a period of adoption-related leave in relation to the placement, the Eligible Employee's entitlement to adoption related leave is not affected, except where the Employer gives written notice under subclause 68.9(c).
- (c) The Employer may give the Eligible Employee written notice that, from a stated day no earlier than four weeks after the day the notice is given, any untaken long adoption-related leave is cancelled with effect from that day.
- (d) Where the Eligible Employee wishes to return to work due to a placement not proceeding or continuing, the Employer must nominate a time not exceeding four weeks from receipt of notification for the Eligible Employee's return to work.

**68.10 Special maternity leave**

(a) **Entitlement to unpaid special birth-related leave**

- (i) A female Eligible Employee is entitled to a period of unpaid special leave if she is not fit for work during that period because:
  - (A) she has a pregnancy-related illness; or



- (B) all of the following apply:
  - 1) she has been pregnant; and
  - 2) the pregnancy ends after a period of gestation of at least 12 weeks otherwise than by the birth of a living Child or a Stillbirth.

- (ii) A female Eligible Employee who has an entitlement to personal leave may, in part or whole, take personal leave instead of unpaid special leave under this clause.
- (iii) Where the pregnancy ends more than 28 weeks from the expected date of birth of the Child, the Eligible Employee is entitled to access any paid and/or unpaid personal leave entitlements in accordance with the relevant personal leave provisions.

(b) **Entitlement to paid special birth-related leave**

- (i) A female Eligible Employee is entitled to a period of paid special leave if the pregnancy terminates at or after the completion of 20 weeks' gestation or the Eligible Employee gives birth but the baby subsequently dies.
- (ii) Paid special leave is paid leave not exceeding the amount of paid leave available to Primary Carers under subclause 68.5(a)(i)(A) or 68.5(a)(ii)(A) (plus superannuation).
- (iii) Paid special leave is in addition to any unpaid special leave taken under subclause 68.10(a)(i).
- (iv) Paid leave available to non-Primary Carers under subclause 68.5(a)(i)(B) or 68.5(a)(ii)(B) will also apply in these circumstances.

(c) **Evidence**

If an Eligible Employee takes leave under this clause the Employer may require the Eligible Employee to provide evidence that would satisfy a reasonable person of the matters referred to in subclause 68.10(a)(i) or 68.10(b)(i) or to provide a certificate from a registered medical practitioner. The Eligible Employee must give notice to the Employer as soon as practicable, advising the Employer of the period or the expected period of the leave under this provision.

**68.11 Variation of period of unpaid parental leave (up to 12 months)**

- (a) Where an Eligible Employee has:
  - (i) given notice of the taking of a period of Long Parental Leave under subclause 68.3; and
  - (ii) the length of this period of Long Parental Leave as notified to the Employer is less than the Eligible Employee's available entitlement to Long Parental Leave; and
  - (iii) commenced the period of Long Parental Leave; and
  - (iv) not taken a period of Flexible Long Parental Leave,

the Eligible Employee may extend the period of unpaid parental leave (up to the Eligible Employee's available entitlement to Long Parental Leave) by giving their Employer notice in writing of the extension and specifying the new end date for

the leave. This one-off extension is to be notified as soon as possible but no less than four weeks before the end date of the original leave period. Nothing in this clause detracts from the basic entitlement in subclause 68.3 (Long Parental Leave – Unpaid) or subclause 68.12 (Right to request an extension of period of unpaid parental leave beyond 12 months).

- (b) If the Employer and Eligible Employee agree, the Eligible Employee may further extend, or reduce the period of parental leave.

#### **68.12 Right to request an extension of period of unpaid parental leave beyond 12 months**

- (a) An Eligible Employee entitled to Long Parental Leave pursuant to the provisions of subclause 68.3 may request the Employer to allow the Eligible Employee to extend the period of Long Parental Leave by a further continuous period of up to 12 months immediately following the end of the available parental leave.

- (b) **Request to be in writing**

The request must be in writing and must be given to the Employer at least four weeks before the end of the available parental leave period.

- (c) **Response to be in writing**

The Employer must give the Eligible Employee a written response to the request stating whether the Employer grants or refuses the request. The response must be given as soon as practicable, and not later than 21 days, after the request is made.

- (d) **Refusal only on reasonable business grounds**

The Employer may only refuse the request on reasonable business grounds.

- (e) **Reasons for refusal to be specified**

If the Employer refuses the request, the written response must include details of the reasons for the refusal.

- (f) **Reasonable opportunity to discuss**

The Employer must not refuse the request unless the Employer has given the Eligible Employee a reasonable opportunity to discuss the request.

- (g) **Employee Couples**

Where a member of an Employee Couple is requesting an extension to a period of Long Parental Leave in relation to a Child:

- (i) the request must specify any amount of Long Parental Leave that the other member of the Employee Couple has taken, or will have taken in relation to the Child before the extension starts;
- (ii) if the other member of the Employee Couple has given notice of an intention to take Flexible Long Parental Leave (in accordance with subclause 68.6(e)), the request must specify the number of flexible days that will not have been taken when the period of extended leave commences;
- (iii) the period of extension cannot exceed 12 months, less any period of Long Parental Leave (other than Flexible Long Parental Leave) that the other member of the Employee Couple has taken, or will have taken, in relation to the Child before the extension starts, as well as a

period equal to the other member's Notional Flexible Period (if subparagraph 68.12(g)(ii) applies above); and

- (iv) the amount of Long Parental Leave to which the other member of the Employee Couple is entitled under subclause 68.3 in relation to the Child is reduced by the period of the extension.

(h) **No extension beyond 24 months**

An Eligible Employee is not entitled to extend the period of Long Parental Leave beyond 24 months after the date of birth or day of placement of the Child.

**68.13 Parental leave and other entitlements**

An Eligible Employee may use any accrued annual leave or long service leave entitlements concurrently with Long Parental Leave, save that taking that leave does not have the effect of extending the period of Long Parental Leave.

**68.14 Transfer to a safe job**

- (a) Where an Employee is pregnant and provides evidence that would satisfy a reasonable person that she is fit for work but it is inadvisable for the Employee to continue in her present position for a stated period (the **risk period**) because of:

- (i) illness or risks arising out of the pregnancy, or
- (ii) hazards connected with the position,

the Employee must be transferred to an appropriate safe job if one is available for the risk period, with no other change to the Employee's terms and conditions of employment.

- (b) **Paid no safe job leave**

If:

- (i) subclause 68.14(a) applies to a pregnant Eligible Employee but there is no appropriate safe job available;
- (ii) the Eligible Employee is entitled to Long Parental Leave; and
- (iii) the Eligible Employee has complied with the notice of intended start and end dates of leave and evidence requirements under subclause 68.6 for taking Long Parental Leave,

then the Eligible Employee is entitled to paid no safe job leave for the risk period.

- (c) If the Eligible Employee takes paid no safe job leave for the risk period, the Employer must pay the Eligible Employee at the Eligible Employee's rate of pay set out in Part 1 of Appendix 2 for the Eligible Employee's ordinary hours of work in the risk period.
- (d) This entitlement to paid no safe job leave is in addition to any other leave entitlement the Eligible Employee may have.
- (e) If an Eligible Employee, during the six week period before the expected date of birth, is on paid no safe job leave, the Employer may request that the Eligible Employee provide a medical certificate within seven (7) days stating whether the Eligible Employee is fit for work.

- (f) If, the Eligible Employee has either:
- (i) not complied with the request from the Employer under (e) above; or
  - (ii) provided a medical certificate stating that she is not fit for work,
- then the Eligible Employee is not entitled to no safe job leave and the Employer may require the Eligible Employee to take parental leave as soon as practicable.

(g) **Unpaid no safe job leave**

If:

- (i) subclause 68.14(a) applies to a pregnant Employee but there is no appropriate safe job available;
- (ii) the Employee will not be entitled to Long Parental Leave as at the expected date of birth; and
- (iii) the Employee has given the Employer evidence that would satisfy a reasonable person of the pregnancy if required by the Employer (which may include a requirement to provide a medical certificate),

the Employee is entitled to unpaid no safe job leave for the risk period.

**68.15 Returning to work after a period of parental leave**

- (a) An Eligible Employee must confirm to the Employer that the Eligible Employee will return to work as scheduled after a period of Long Parental Leave at least four weeks prior to the end of the leave, or where that is not practicable, as soon as practicable.
- (b) An Eligible Employee will be entitled to return:
- (i) unless subclause 68.15(b)(ii) or subclause 68.15(b)(iii) applies, to the position which they held immediately before proceeding on parental leave;
  - (ii) if the Eligible Employee was promoted or voluntarily transferred to a new position (other than to a safe job pursuant to subclause 68.14), to the new position;
  - (iii) if subclause 68.15(b)(ii) does not apply, and the Eligible Employee began working part-time because of the pregnancy of the Eligible Employee, or their Spouse, to the position held immediately before starting to work part-time.
- (c) Subclause 68.15(b) is not to result in the Eligible Employee being returned to the safe job to which the Eligible Employee was transferred under subclause 68.14. In such circumstances, the Eligible Employee will be entitled to return to the position held immediately before the transfer.
- (d) Where the relevant former position (per subclauses 68.15(b) and 68.15(c) above) no longer exists, an Eligible Employee is entitled to return to an available position for which the Eligible Employee is qualified and suited nearest in status and pay to that of their pre-parental leave position.
- (e) The Employer must not fail to re-engage an Eligible Employee because:
- (i) the Eligible Employee or Eligible Employee's Spouse is pregnant; or

- (ii) the Eligible Employee is or has been immediately absent on parental leave.
- (f) The rights of the Employer in relation to engagement and re-engagement of casual Employees are not affected, other than in accordance with this clause.
- (g) **Stillbirth or death of child – cancelling leave or returning to work**
  - (i) In the event of a Stillbirth, or if a Child dies during the 24-month period starting on the child's date of birth, then an Eligible Employee who is entitled to a period of unpaid parental leave in relation to the Child may:
    - (A) before the period of leave starts, give their Employer written notice cancelling the leave; or
    - (B) if the period of leave has started, give their Employer written notice that the Employee wishes to return to work on a specified day (which must be at least 4 weeks after the date on which the Employer receives the notice).
  - (ii) Where notice under subclause 68.15(g)(i) is given, the Employee's entitlement to Long Parental Leave in relation to the Child ends:
    - (A) if the action is taken under subclause 68.15(g)(i)(A), immediately after the cancellation of the leave; or
    - (B) if the action is taken under subclause 68.15(g)(i)(B), immediately before the specified day.
  - (iii) This subclause 68.15(g) does not limit subclause 68.11(b) (dealing with the Employee reducing the period of unpaid parental leave with the agreement of the Employer).
- (h) **Employee who ceases to have responsibility for care of Child**
  - (i) This subclause applies to an Employee who has taken unpaid Long Parental Leave in relation to a Child if the Employee ceases to have any responsibility for the care of the Child for a reason other than because:
    - (A) of a Stillbirth; or
    - (B) the Child dies during the 24-month period starting on the child's date of birth.
  - (ii) The Employer may give the Employee written notice requiring the Employee to return to work on a specified day.
  - (iii) The specified day:
    - (A) must be at least 4 weeks after the notice is given to the Employee; and
    - (B) if the leave is birth-related leave taken by a female Employee who has given birth, must not be earlier than 6 weeks after the date of birth of the Child.
  - (iv) The Employee's entitlement to Long Parental Leave in relation to the Child ends immediately before the specified day.

#### **68.16 Replacement Employees**

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

#### **68.17 Communication during parental leave – organisational change**

- (a) Where an Eligible Employee is on parental leave and the Employer proposes a change that will have a significant effect within the meaning of clause 11 (Consultation) of this Agreement on the Eligible Employee's pre-parental leave position, the Employer will comply with the requirements of clause 11 (Consultation) which include but are not limited to providing:
  - (i) information in accordance with subclause 11.4; and
  - (ii) an opportunity for discussions with the Eligible Employee and, where applicable, the Eligible Employee's representative in accordance with subclause 11.6.
- (b) The Eligible Employee will take reasonable steps to inform the Employer about any significant matter that arises whilst the Eligible Employee is taking parental leave that will affect the Eligible Employee's decision regarding the duration of parental leave to be taken, whether the Eligible Employee intends to return to work and whether the Eligible Employee intends to request to return to work on a part-time basis.
- (c) The Eligible Employee will also notify the Employer of changes of address or other contact details which might affect the Employer's capacity to comply with subclause 68.17.

#### **68.18 Keeping in touch days**

- (a) This clause does not prevent an Eligible Employee from performing work for the Employer on a keeping in touch day while the Eligible Employee is taking Long Parental Leave. If the Eligible Employee does so, the performance of that work does not break the continuity of the period of Long Parental Leave.
- (b) Any day or part of a day on which the Eligible Employee performs work for the Employer during the period of leave is a keeping in touch day if:
  - (i) the purpose of performing the work is to enable the Eligible Employee to keep in touch with their employment in order to facilitate a return to that employment after the end of the period of leave;
  - (ii) both the Eligible Employee and Employer consent to the Eligible Employee performing work for the Employer on that day; and
  - (iii) the day is not within:
    - (A) if the Eligible Employee suggested or requested that they perform work for the Employer on that day - 14 days after the date of birth, or day of placement, of the Child to which the period of leave relates; or

- (B) otherwise - 42 days after the date of birth, or day of placement, of the Child; and
- (iv) the Eligible Employee has not already performed work for the Employer or another entity on ten days during the period of leave that were keeping in touch days, subject to (d)(ii) below.
- (c) The Employer must not exert undue influence or undue pressure on an Eligible Employee to consent to a keeping in touch day.
- (d) For the purposes of subclause 68.18(b)(iv) the following will be treated as two separate periods of unpaid parental leave (meaning that an Eligible Employee can work up to ten keeping in touch days during each period of leave):
  - (i) a period of Long Parental Leave taken during the Eligible Employee's available parental leave period under subclause 68.3 (Long Parental Leave – Unpaid) and 68.11 (Variation of period of unpaid parental leave (up to 12 months)); and
  - (ii) an extension of the period of Long Parental Leave under subclause 68.12 (Right to request an extension of period of unpaid parental leave beyond 12 months),
- (e) Subclause 68.18(a) does not apply in relation to the Eligible Employee on and after the first day on which the Employee takes flexible unpaid parental leave in relation to the Child.

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## 69. Breastfeeding

### 69.1 Paid break

Each Employer will provide reasonable paid break time for an Employee to express breast milk for her nursing child each time such Employee has need to express the milk, or breastfeed the child within the workplace, for one year after the child's birth.

### 69.2 Place to express or feed

Employers will also provide a comfortable place, other than a bathroom, that is shielded from view and free from intrusion from co-workers and the public, which may be used by an employee to express breast milk or breastfeed a child in privacy.

### 69.3 Storage

Appropriate refrigeration will be available in proximity to the area for breast milk storage. Responsibility for labelling, storage and use is with the Employee.

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## 70. Long Service Leave

### Part 1 - General

#### 70.1 Scope

This clause is split into 4 parts:

- (a) **Part 1** (Clauses 70.1 - 70.2) explains the scope of this clause and includes defined terms used across each Part;
- (b) **Part 2** (Clauses 70.3 - 70.11) sets out the long service leave entitlement of Employees employed on a **full-time or part-time basis**, or who are employed

as **Enrolled Nurses** at the time they take a period of long service leave or their employment ceases;

- (c) **Part 3** (Clauses 70.12 - 70.19) sets out the long service leave entitlement of Employees employed as **casual Registered Nurses or casual Registered Midwives** at the time they take a period of long service leave or their employment ceases; and
- (d) **Part 4** (Clauses 70.20 - 70.25) contains a series of common provisions that apply in respect of all Employees.

## 70.2 Definitions

The following meanings shall apply to the terms referred to below for the purposes of this clause unless a contrary intention is apparent:

- (a) **Award-entitled Employee** means:
  - (i) a full-time or part-time Registered Nurse;
  - (ii) a full-time or part-time Registered Midwife; or
  - (iii) a full-time, part-time or casual Enrolled Nurse.
- (b) **Casual Registered Nurse or Casual Registered Midwife** means a Registered Nurse or Registered Midwife employed on a casual basis in accordance with clause 19 (Casual Employment).
- (c) **Institution** means any Employer, or a hospital or benevolent home, community health centre, Society or Association:
  - (i) named in Appendix 1 of this Agreement;
  - (ii) that was registered and subsidised pursuant to the *Hospital and Charities Act 1958 (Vic)* or the *Health Services Act 1988 (Vic)*;
  - (iii) the Cancer Institute constituted under the *Cancer Act 1958 (Vic)*;
  - (iv) the Fairfield Hospital Board;
  - (v) the Victorian Bush Nursing Association (Inc.); or
  - (vi) a Bush Nursing institution.
- (d) **Full-time or part-time Registered Nurse or Registered Midwife** means a person classified or employed as such at the time they apply for or commence long service leave.
- (e) **LSL Act** means the *Long Service Leave Act 2018 (Vic)*.
- (f) **Month** means a calendar month.
- (g) **Pay** means remuneration for an employee's normal weekly hours of work calculated at the employee's ordinary time rate of pay provided in Appendix 2, at the time the leave is taken or (if they die before the completion of leave so taken) as at the time of their death, and will include the amount of any increase to the employee's ordinary time rate of pay which occurred during the period of leave.



**Pay** for a casual Enrolled Nurse, means the remuneration for the employee's normal weekly hours of work at their ordinary pay calculated in accordance with sections 15 and 16 of the LSL Act.

- (h) **Service** means employment with an Employer, Institution or Statutory Body.
- (i) **Statutory Body** means the Hospital and Charities Commission of Victoria, a public entity within the meaning of the *Public Administration Act 2004* (Vic), the Department of Education and Early Childhood Development, the Health Commission of Victoria, the DOH and the Nurses Board of Victoria.
- (j) **Transfer of business** occurs in the circumstances described at section 311 of the Act.

## Part 2 - Long service leave for Award-entitled Employees

### 70.3 Application of Part 2

This part (clauses 70.3 - 70.11) applies to Award-entitled Employees only.

### 70.4 Entitlement

- (a) Subject to clause 70.6, Award-entitled Employees are entitled to:
  - (i) six months' long service leave with Pay on completion of fifteen years of Continuous Service; and
  - (ii) thereafter an additional two months' long service leave with Pay on completion of each additional five years of Continuous Service.
- (b) Subject to clause 70.7(c), the entitlement under clause 70.4(a)(i) may be taken in advance on a pro rata basis if the Employee has accrued Continuous Service of at least:
  - (i) 10 years as at the date on which this Agreement is approved by the Fair Work Commission;
  - (ii) from 1 July 2021, 9 years;
  - (iii) from 1 July 2022, 8 years; or
  - (iv) from 1 July 2023, 7 years.

### 70.5 Calculating Continuous Service

- (a) **Definitions:**
  - (i) **Continuous Service** means continuous service with the same Employer plus any prior continuous service of six months or more with one or more Institutions or Statutory Bodies directly associated with such Institutions.
  - (ii) **Continuous Casual Employment** means, for the purpose of clause 70.5(b), a period or periods of casual employment with the same Employer that are taken to be continuous, because one of the following applies:
    - A. the period starting at the end of a particular instance of employment and ending at the start of another particular instance of employment did not exceed either the

allowable period of absence, or 12 weeks (whichever is greater);

- B. the Employee had been employed by an Employer on a regular and systematic basis and the Employee had a reasonable expectation of being re-engaged by the same Employer;
- C. the gap between engagements was due to the terms of engagement of the casual Employee;
- D. the gap between engagements was caused by seasonal factors; or
- E. the Employee and Employer agreed, before the start of an absence, to treat the employment as continuous despite the absence.

(b) **Periods that count towards Continuous Service**

Service or prior service during the following periods will be deemed to be continuous and will count as Continuous Service for the purpose of subclause (a):

- (i) an absence from work on any form of paid leave (e.g. annual leave, personal leave, long service leave and paid parental leave);
- (ii) any interruption or ending of employment by the Employer if made with the intention of avoiding obligations in respect of long service leave or annual leave;
- (iii) any absence on account of illness or injury arising out of or in the course of the employment for a period during which an Award-entitled Employee is receiving accident pay under clause 29 (Accident Make-Up Pay);
- (iv) any absence from employment on defence service in accordance with section 8 of the *Defence Reserve Service (Protection) Act 2001* (Cth);
- (v) a period of absence on community service leave under the Act;
- (vi) in the case of unpaid absences not otherwise referenced in this subclause, subject to clause 70.11:
  - (A) any unpaid leave that is authorised in advance in writing by the Employer to count as service; or
  - (B) up to (and including) 30 June 2020, any unpaid absence from work of not more than fourteen days in any year on account of illness or injury; or
  - (C) on and from 1 July 2020:
    - 1) any period of unpaid leave taken on account of illness or injury;
    - 2) a period of Parental Leave, including Parental Leave that is extended under clause 68.12; and

- 3) the first 52 weeks of any other type of unpaid leave not specifically referenced in this subclause 70.5(b)(vi);
- (vii) periods of Continuous Casual Employment with the current Employer (whether or not in a role covered by this Agreement); and
- (viii) prior Continuous Casual Employment of six months or more that was with one or more Institutions or Statutory Bodies directly associated with such Institutions (subject to clauses 70.8(c) and 70.24), provided that in the case of a casual Registered Nurse or casual Registered Midwife, portability of such Service will only apply if the Employee was an Award-entitled Employee at the time their employment with the other Institution or associated Statutory Body was terminated,

save that if long service leave was already taken or paid in lieu in respect of any such period, no further benefit to long service leave will arise in respect of that period.

(c) **Periods that do not break Continuous Service, but do not count towards Continuous Service**

Unless otherwise agreed in writing in advance between the Employer and Employee, the following periods do not break Continuous Service but do not count towards an Award-entitled Employee's Continuous Service for the purpose of calculating the employee's long service leave entitlement:

- (i) any authorised period of unpaid leave as an Award-entitled Employee not referred to in sub-clause 70.5(b);
- (ii) subject to the requirements of the Act, any interruption arising directly or indirectly from an industrial dispute;
- (iii) any period between the engagement with one Institution or Statutory Body and another provided it is less than the allowable period of absence from employment (as defined above at clause 4.1(d));
- (iv) the dismissal of an employee if the employee is re-employed by the same Employer within a period not exceeding two months from the date of such dismissal;
- (v) any absence on account of injury arising out of or in the course of their employment not covered by a period in which the Award-Entitled Employee is receiving accident make up pay or other paid leave;
- (vi) any unpaid absence of not more than 24 months for the sole purpose of an Award-entitled Employee undertaking a course of study related to nursing or midwifery where the written approval of the Employer is given; and
- (vii) any absence from work of a female Award-entitled Employee for a period not exceeding 12 months in respect of any pregnancy not covered by 70.5(b)(i) or (vi).

**70.6 Accrual rate for mixed service (Registered Nurses and Registered Midwives)**

Where a Registered Nurse or Registered Midwife has Continuous Service that includes a mixture of full-time/part-time service, on the one hand, and eligible casual service (i.e. service within the meaning of clause 70.5(b)(viii)) as a Registered Nurse or Midwife (or

service within the meaning of 70.5(b)(vii)) on the other, the accrual rates for their long service leave entitlement will correspond to the relative periods of each type of the service. That is:

- (a) the periods of full-time/part-time service will accrue at the rate of 1.733 weeks' per year of eligible service; and
- (b) the periods of eligible casual service will accrue at the rate of 0.8667 weeks per year of eligible service.

**Example:**

Period	Nature of Employment or Leave	Accrual Rate for LSL Purposes (Weeks Per Year of Service)	Duration of Period	Total Amount of LSL Accrued for Period (in Weeks)	Comment
1/1/2008 – 31/12/2010	Casual	0.8667 (13 weeks after 15 years' service)	3 years	2.6001 (3 years x 0.8667)	
1/1/2011 – 31/12/2015	Full-time	1.733 (26 weeks after 15 years' service)	5 years	8.665 (5 years x 1.733)	
1/1/2016 – 31/12/2016	Unpaid Parental Leave	NIL	1 year	NIL	No accrual of LSL during unpaid Parental Leave before November 2018
1/1/2017 – 31/12/2020	Part-time	1.733	4 years	6.932 (4 years x 1.733)	
1/1/2020 – 31/12/2021	Unpaid Parental Leave	1.733	2 years	3.466	If application made under clause 70.11 for recognition of the period between 1 Jan 2020 - 30 June 2020
				<b>Total</b> 21.6631 weeks of accrued LSL	

## 70.7 Taking of leave

### (a) When leave is to be taken

Long service leave will be granted by the Employer within six months from the date of the entitlement under clause 70.4(a) save that:

- (i) long service leave may be postponed to a mutually agreeable date;
- (ii) if agreement cannot be reached, the date will be determined by a member of the Fair Work Commission provided that such a determination will not require leave to commence before six months from the date of such determination; and
- (iii) leave the subject of approval or grant under clause 70.7(c) shall be taken in accordance with the terms of the application or agreement.

### (b) How leave is to be taken

Long service leave will be taken:

- (i) in one period or more periods, with each period being not less than 1 week; or
- (ii) where it is taken as part of a transition to retirement arrangement, any other way agreed upon by the Employer and Employee.

### (c) Long service leave in advance

- (i) If an Award-entitled Employee has completed ten years' Continuous Service, an Employer may, by agreement with the Employee, grant long service leave in advance on a pro rata basis.
- (ii) Supplementary to subclause 70.7(c)(i), if an Award-entitled Employee requests to take long service leave on a pro rata basis under clause 70.4(b), the Employer must grant the Employee's request to take long service leave as soon as practicable after receiving the request unless the Employer has reasonable business grounds for refusing the request.

### (d) Flexible taking of leave: double leave at half pay

- (i) An Employer may approve an application by an Award-entitled Employee to take double the period of long service leave at half pay.
- (ii) Employees should seek independent advice regarding the taxation and superannuation implications of seeking payment under this subclause 70.7(d). The Employer will not be held responsible in any way for the cost or outcome of any such advice.
- (iii) The Employer, if requested by the Employee, will provide information as to the amount of tax the Employer intends to deduct where payment of long service leave is sought under clause 70.7(d)(i).
- (iv) If granting the request under this sub-clause would result in an additional cost to the Employer, the Employer may refuse the Employee's request.
- (v) Flexible taking of long service leave does not affect an Employee's period of continuous service recognised. For example, an employee

taking 12 months of long service leave at half pay will, for the purpose of calculating continuous service, have six months of continuous service recognised.

## **70.8 Payment on termination of employment**

### **(a) Interpretation**

For the purposes of this clause 70.8, termination of employment has its ordinary meaning, provided that:

- (i) it is taken to occur upon conversion from full-time or part-time employment to casual employment; and
- (ii) it is not taken to occur at the cessation of each shift as a casual Enrolled Nurse.

### **(b) Basic entitlement at termination of employment**

Except where an election is made under clause 70.8(c) below, an Employee with an entitlement to long service leave under clause 70.4 is entitled to payment in lieu of untaken long service leave upon termination of employment, calculated at the applicable rate, namely:

- (i) for full-time and part-time Registered Nurses and Registered Midwives who derive a long service leave entitlement at the mixed accrual rates referred to in clause 70.6 above, at those rates (provided that the termination occurred on or after 23 December 2016); or
- (ii) otherwise, one thirtieth of the period of continuous service.

### **(c) Election for payment of entitlement or transfer of entitlement at termination**

- (i) An Award-entitled Employee who has an entitlement to take long service leave on a pro rata basis under clause 70.4(b) (who therefore has less than 15 years' continuous service) and who intends to be re-employed by another Institution or Statutory Body may:
  - (A) request in writing that payment for accrued long service leave be deferred until after the Employee's allowable period of absence (as defined above) has expired; and
  - (B) where the Employee notifies the initial Employer in writing within the allowable period of absence that the Employee has been employed by another Institution or Statutory Body, and the re-employment meets the criteria set out in in subclause 70.8(c)(iii) below, the initial Employer is no longer required to make payment to the Employee in respect of such service.
- (ii) Where the notice referred to at 70.8(c)(i)(B) is not provided prior to or within the allowable period of absence, the Employer will, upon the expiration of the allowable period of absence, make payment in lieu of long service leave as per subclause 70.8(b).
- (iii) For the purposes of this subclause, re-employment by another Institution or Statutory Body means employment as an Award-entitled Employee.

- (iv) For the removal of doubt, an Award-entitled Employee who has an entitlement to take long service leave under clause 70.4(a) may not make an election under this clause in respect of that entitlement.

(d) **Payment in lieu of long service leave on the death of an Employee**

Where an Employee who has an entitlement to long service leave (or pro rata long service leave) under clause 70.4 dies while still in the employ of the Employer, payment in lieu of long service leave will be made to the Employee's personal representative equal to that in clause 70.8(b) above.

**70.9 Public holidays and Accrued Days Off**

Long service leave is inclusive of Public Holidays and Accrued Days Off. See also clauses 56 (Public Holidays) and 43 (Accrued Days Off).

**70.10 No entitlement arising for periods of leave already taken**

For the removal of doubt, where an Employee makes an election under clause 70.8(c) such that their previous service is recognised by the new Employer, the Employee's previous employer is no longer liable to make any payment in lieu of that employee's service.

**70.11 Transitional Arrangements for Parental Leave taken as an Award-entitled Employee after 1 November 2018 and before 1 July 2020**

*Note 1: Unpaid Parental Leave taken prior to 1 November 2018 does not count as Continuous Service unless otherwise agreed, per clause 70.5(b)(vi)(A).*

*Note 2: Unpaid Parental Leave taken after 1 July 2020 will constitute Continuous Service, per clause 70.5(b)(vi)(C)1.*

- (a) As an exception to clause 70.5(b), an Employee who took a period of unpaid Parental Leave that included any part of the period between 1 November 2018 and 30 June 2020 (inclusive) may make an application to the Employer to have that service recognised for Long Service Leave purposes. The Employer will approve the application and provide to the Employee an updated Certificate of Service reflecting the adjusted service arrangements.
- (b) An Employee electing to make an application under 70.11(a) must make the application to the Employer no later than 6 months of the following (whichever occurs last):
  - (i) the date on which this Agreement commences; or
  - (ii) the date on which the Employee returns to work after the qualifying period of unpaid Parental Leave
- (c) This clause 70.11 shall also apply to an Employee in respect of a former Employer if the Employee took a qualifying unpaid period of Parental Leave under this clause while employed by that former Employer.

**Part 3 - Long service leave for Casual Registered Nurses and Casual Registered Midwives**

**70.12 Application of Part 3**

A Casual Registered Nurse or Casual Registered Midwife shall be entitled to long service leave with ordinary pay in accordance with this Part 3 (clauses 70.12 - 70.19).

## 70.13 Interpretation

For the purposes of this Part 3:

- (a) **One Employer** has the meaning given in section 11 of the LSL Act;
- (b) **Continuous employment** has the meaning given in sections 12-14 and 57 of the LSL Act;
- (c) **Ordinary pay** has the meanings given in sections 15, 17 and 21 of the LSL Act; and
- (d) **Normal weekly hours** has the meaning given in sections 16 and 17 of the LSL Act.

## 70.14 Entitlement

At any time after completing 7 years of continuous employment with one Employer, an employee is entitled to an amount of long service leave on ordinary pay equal to 1/60th of the employee's total period of continuous employment less any period of long service leave taken during that period.

## 70.15 Taking of leave

### (a) **When leave is to be taken**

In accordance with section 18(2) of the LSL Act, an Employer must grant an Employee's request to take long service leave as soon as practicable after receiving the request unless the Employer has reasonable business grounds for refusing the request.

### (b) **How leave is to be taken**

In accordance with section 18(1) of the LSL Act, an Employee may request to take long service leave for a period of not less than 1 day.

### (c) **Long service leave in advance**

(i) Subject otherwise to this Part 3 and in accordance with section 8(1) of the LSL Act, an Employer may agree to a casual Registered Nurse or casual Registered Midwife taking long service leave prior to them completing 7 years of continuous employment and at any time before they become entitled to long service leave.

(ii) If an Employee takes long service leave in advance and the Employee's employment ends before the entitlement to the leave would otherwise have accrued:

- A. the amount paid for the proportion of leave which the Employee will not become entitled becomes an amount owed by the Employee to the Employer;
- B. the Employer may deduct this amount from any payment owed to the Employee as a result of the ending of employment; and
- C. the relevant period of service will not count as a period in respect of which long service leave has already been taken (or paid in lieu) for the purpose of clause 70.5(b) above (Periods that count towards Continuous Service).



- (d) **Flexible taking of leave: double leave at half pay**
- (i) An Employee may request an Employee to take double the period of long service leave at half pay.
  - (ii) An Employer must grant such a request unless:
    - (A) granting the request would result in an additional cost to the Employer; or
    - (B) the Employer otherwise has reasonable business grounds for refusing the request.
  - (iii) Employees should seek independent advice regarding the taxation and superannuation implications of seeking payment under this subclause 70.15(d). The Employer will not be held responsible in any way for the cost or outcome of any such advice.
  - (iv) The Employer, if requested by the Employee, will provide information as to the amount of tax the Employer intends to deduct where payment of long service leave is sought under this subclause.

## **70.16 Payment on termination of employment**

(a) **Basic entitlement at termination of employment**

An Employee with seven or more years of continuous employment is entitled to payment in lieu of untaken long service leave upon termination of employment, calculated at 1/60th of the period of continuous employment.

(b) **Payment in lieu of long service leave on the death of an Employee**

Where an Employee covered by this part has completed at least seven years' continuous employment and dies while still in the employ of the Employer, payment in lieu of long service leave will be made to the Employee's personal representative equal to that in clause 70.16(a) above.

## **70.17 Public holidays & Annual leave**

Long service leave does not include any public holiday occurring, or annual leave taken, during the period when the long service leave is taken.

## **70.18 No entitlement arising for periods of leave already taken**

For the removal of doubt, no entitlement to long service leave (or payment in lieu) arises in respect of continuous employment for which long service leave has already been taken or payment in lieu of leave has been received.

## **70.19 Other terms and conditions necessary for this Part**

Any other term or condition necessary for the operation of this Part shall be in accordance with the applicable term or condition in the LSL Act.

## **Part 4 - Common conditions applicable to all Employees**

### **70.20 Payment for period of leave**

- (a) Payment will be made in one of the following ways:
- (i) in full advance when the Employee commences their leave;

- (ii) at the same time as payment would have been made if the Employee had remained on duty; or
  - (iii) in any other way agreed between the Employer and the Employee.
- (b) Where an Employee has been paid in advance, and an increase occurs in the ordinary time rate of pay during the period of long service leave taken, the Employee will be entitled to receive payment of the amount of any increase in pay at the completion of such leave.

## **70.21 Proof of sufficient aggregate of service**

The onus of proving a sufficient aggregate of service to support a claim for any long service leave entitlement will at all times rest upon the Employee concerned. A Certificate of Service in accordance with Appendix 6 will constitute acceptable proof.

## **70.22 Records**

The Employer will keep a long service leave record for each Employee, containing particulars of service, leave taken and payments made.

## **70.23 Transfer of business**

Where a Transfer of Business occurs, an Employee who worked with the old Employer and who continues in the service of the new Employer will be entitled to count their service with the old Employer as service with the new Employer for the purposes of this clause.

## **70.24 Concurrent Service**

- (a) Subject to subclause (b), concurrent service with two or more Employers remains separate and distinct.
- (b) If an Award-entitled Employee transfers from an Employer (the first Employer) to a new Employer (the new Employer) as an Award-entitled Employee, but retains concurrent employment with the first Employer as a casual Employee, then the Employee's service with the first Employer may transfer to the new Employer (despite the Employee remaining employed with the first Employer), if:
  - (i) the Employee does not have an entitlement to take long service leave under clause 70.4(a);
  - (ii) the Employee has not already taken or been paid in lieu of long service leave in respect of the relevant period; and
  - (iii) either:
    - (A) the Employee transfers their entitlement to the new Employer in accordance with sub-clause 70.8(c) (Election for payment of entitlement or transfer of entitlement at termination); or
    - (B) the second Employer otherwise confirms in writing to the first Employer that the period of service has been so recognised (e.g. in accordance with Appendix 6). For the removal of doubt, where the second Employer recognises the Employee's service with the first Employer, it must provide written notification of its determination to the first Employer.

- (c) If an Award-entitled Employee's long service leave entitlement is transferred in accordance with subclause 70.24(b):
- (i) the first Employer will no longer be liable for the service, and the long service leave liability for the service as an Award-entitled Employee with the first Employer will transfer to the new Employer;
  - (ii) any casual service that occurs with the first Employer after the transfer referred to in (b) above will be considered separate and distinct service commencing from when the employee ceased being an Award-entitled employee with the first Employer, provided that:
    - (A) the qualifying period required to manifest an entitlement to long service leave with the First Employer does not reset (that is, the Employee's prior service with the first Employer can be counted when calculating any future entitlement to long service leave with the first Employer);
    - (B) no benefit to long service leave will arise with the first Employer in respect of the prior period of employment with the first Employer; and
    - (C) the Employee's prior service with the first Employer is to be disregarded when calculating the Employee's normal weekly hours with the first Employer (e.g. for the purpose of sections 16 and 17 of the LSL Act).
  - (iii) If the Employee is not entitled to transfer their service as an Award-entitled Employee from the first Employer to the new Employer, or does not take the steps required in sub-clause 70.24(b), the first Employer will, where applicable, make payment in lieu of long service leave for the Continuous Service with the first Employer upon ceasing permanent employment with the first Employer (under clause 70.8(b) - Basic entitlement at termination of employment).

*Example 1:*

An Award-entitled Employee is employed at the same time by Employer A, and Employer B.

The Award-entitled Employee accrues service towards long service leave at each of Employer A and Employer B.

If the Award-entitled Employee had been employed by Employer A for 11 years and Employer B for 6 years, the Award-entitled Employee can take LSL from Employer A, but would need to continue working at Employer B until sufficient Continuous Service had accrued.

If the Award-entitled Employee resigned from both Employer A and Employer B, and went to work for Employer C, the Award-entitled Employee could:

- (a) transfer the 6 years' service with Employer B to Employer C; and
- (b) have the accrued LSL from the 11 years' service with Employer A paid out in lieu on termination.

*Example 2:*

An Award-entitled Employee has worked for Employer A for 6 years. On 1 June 2021, the Employee commences employment with Employer B as an

Award-entitled Employee. To take up this opportunity, the Employee ceases permanent employment with Employer A. However, the Employee commences a casual employment relationship with Employer A within 12 weeks after resigning from their permanent position with Employer A.

The Employee:

- (a) could transfer the 6 years' service with Employer A to Employer B, and would be eligible to take LSL with Employer B once sufficient Continuous Service had accrued (taking into account the transferred service); and
- (b) could take LSL on a pro rata basis with Employer A after sufficient Continuous Service had accrued, save that no entitlement would arise in respect of the prior 6 years' service that has been transferred to Employer B.

## 70.25 Savings

- (a) Clause 70.24(b) shall not apply to Registered Nurses or Midwives unless the Industrial Division of the Magistrates Court provides an opinion that determines generally the rights of applicable Employees under this Agreement under subsection 23(2) of the LSL Act that the long service leave entitlements provided by this Agreement are more favourable to the relevant employees than those provided by the LSL Act.
- (b) The ANMF and VHIA must make an application to the Magistrates Court under section 24 of the LSL Act for an opinion referred to in section 4.6(a) as soon as reasonably practicable after the Agreement has been approved by the Fair Work Commission.
- (c) No Employee shall otherwise suffer any detriment as a result of the operation of this clause to their entitlement to long service leave existing immediately prior to the coming into force of this clause

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## 71. 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.

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## 72. Absences on Defence Leave

- (a) A Full-Time or Part-Time Employee absent on defence service will be reimbursed by the Employer an amount equal to the difference between:
  - (i) the amount paid in respect of a period during which the Employee was absent on defence service; and
  - (ii) the amount the Employee could reasonably expect to have received from the Employer as earnings for that period had the Employee not been absent on defence service.
- (b) An Employee will notify the Employer as soon as possible of the date they require absence on defence service. The Employee will give the Employer proof that the absence relates to defence service, the duration of such absence and the amount received for the relevant defence service period.

- (c) In this clause '**absence on defence service**' has the meaning contained in section 24A of the *Defence Reserve Service (Protection) Act 2001* (Cth).

Example: The Employee is on Defence Service leave for the duration of a particular pay period. Were the employee not on Defence Service leave in that pay period they would have worked on the Sunday and Monday evening shift of each week of the pay period. The Employee is entitled to payment as though at work for each of the Sunday and Monday evening shifts, less the amount of payment (not including reimbursements) from the Defence Service for the equivalent time of the Sunday and Monday evening shifts.

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## 72A. Leave to Engage in Voluntary Emergency Management Activities

- (a) An Employee who engages in a voluntary emergency management activity with a recognised emergency management body that requires the attendance of the Employee at a time when the Employee would otherwise be required to be at work is entitled to leave for:
- (i) time when the employee engages in the activity;
  - (ii) reasonable travelling time associated with the activity; and
  - (iii) reasonable rest time immediately following the activity.
- (b) The Employee must advise the Employer as soon as reasonably practicable if the Employee is requested to attend a voluntary emergency management activity and must advise the Employer of the expected or likely duration of the Employee's attendance. The Employee must provide a certificate of attendance or other evidence of attendance as reasonably requested by the Employer.
- (c) Recognised emergency management bodies include but are not limited to, the Country Fire Authority, Red Cross, State Emergency Service and St John Ambulance.
- (d) An Employee who is required to attain qualifications or to requalify to perform activities in an emergency management body must be granted leave with pay for the period of time required to fulfil the requirements of the training course pertaining to those qualifications, provided that such training can be undertaken without unduly affecting the operations of the Employer.
- (e) The leave under this clause will be paid up to two weeks, save that approval of paid leave is subject to the operational requirements of the Employer resulting from any emergency.
- (f) Nothing in this clause limits the ability of an Employee to be absent from employment for engaging in eligible community service activity in accordance with Division 8 of the Act.

*Note: Under the Act, an employee who engages in an eligible community service activity is entitled to be absent from employment without pay (or in some circumstances, with pay). The relevant period consists of time engaged in the community service activity, reasonable travel time and reasonable rest time. Eligible community service activity means jury service, a voluntary emergency service management activity (such as voluntary work relating to an emergency or natural disaster when performed for a recognised emergency management body - as defined), or an activity prescribed from time to time. There are particular notice requirements so that the employer is advised of the forthcoming*

absence and how long it is expected to last. For jury service, there are special rules about pay rates, there is a limit of 10 days' paid leave and jury service does not apply to casual employees. Note also that any more generous State or Territory community service leave entitlements may nevertheless apply.

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## **72B. Special Disaster Leave**

- (a) Special disaster leave of up to 3 days per calendar year is payable where:
  - (i) the Employee is a full time or part time employee;
  - (ii) Personal Leave is not available either because the Employee has exhausted the accrual or the circumstance does not qualify for Personal Leave; and
  - (iii) the Employee is unable to attend work due to a disaster (such as fire or flood) where:
    - (A) the Employee's residence is damaged or under imminent threat of major damage;
    - (B) the lives or safety of their immediate family or household members are threatened; or
    - (C) there is a formal closure, flooding or other unusual danger of the use of a road(s) which is the Employee's normal travel route to work and no alternative practicable travel route is available.
- (b) Special disaster leave is non-cumulative.

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## **73. Ceremonial leave**

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

**73.2** Where an Employer receives a request to substitute a public holiday in accordance with clause 56.4 of this Agreement for a day during NAIDOC week, the Employer will consider all the circumstances including:

- (a) any reason identified by the Employee with respect to the request; and
- (b) the operational requirements of the Employer.

An Employer will not unreasonably refuse a request to substitute a public holiday under this subclause.

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## **74. Jury Service**

**74.1** An Employee required to attend for jury service will be reimbursed by the Employer an amount equal to the difference between:

- (a) the amount paid in respect of attendance for jury service; and
- (b) the amount the Employee could reasonably expect to have received from the Employer as earnings for that period had the Employee not been performing jury service.

**74.2** An Employee will notify the Employer as soon as possible of the date they are required to attend jury service. The Employee will give the Employer proof of attendance at the court, the duration of such attendance and the amount received for jury service.

## **PART H – EDUCATION AND PROFESSIONAL DEVELOPMENT**

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### **75. Professional Development Leave**

*Other than subclause 75.8, this clause does not apply to casual Employees.*

#### **75.1 Professional Development Leave**

- (a) All Nurses and Midwives must meet the continuing professional development (CPD) standards of the Nursing and Midwifery Board of Australia.
- (b) CPD means activities that maintain knowledge in the Employee's 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;
  - (ii) identifying learning needs;
  - (iii) planning and participating in relevant learning activities; and
  - (iv) reflecting on the value of those activities.
- (c) Professional development leave includes conference/seminar leave and may also be utilised for activities including research or home study.

#### **75.2 Amount of professional development leave**

- (a) All Employees are entitled to five days' paid professional development leave (as defined in clause 75.1(b)).
- (b) An Employee who is a Nurse Practitioner will be entitled to a further 10 hours of paid professional development leave per annum.
- (c) The entitlement for Part-time Employees will be on a pro rata basis.
- (d) Professional development leave does not accumulate from year to year.

#### **75.3 Payment**

A day for the purposes of professional development leave is the Employee's normal shift length. For example, a night shift worker who takes professional development leave for a 10-hour night shift is entitled to 10 hours' payment.

#### **75.4 Application**

Professional development leave is available only on written application by the Employee. An Employee must apply in writing to the Employer at least six weeks prior to the proposed professional development leave date. If the professional development leave is to undertake home study, the Employee's application will detail the relevance of the study to the Employee's employment.

#### **75.5 Response to application**

- (a) An application for professional development leave will be approved by the Employer unless there are exceptional circumstances that justify non-approval.



- (b) The Employer must notify the Employee in writing whether the leave request is approved within seven days.
- (c) If the leave is not approved, the reasons will be included in the notification to the applicant.
- (d) The use of professional development leave is at the sole discretion of the Employee and except for the conditions in this clause, no other conditions attach to the granting of professional development leave.

**75.6 Leave not granted**

Where a valid application is made for professional development leave (in whole or part) but no leave is granted during the calendar year, one day's leave will be added to the Employee's accrued annual leave, or taken in another manner as mutually agreed between the Employer and the Employee.

**75.7 Where leave occurs on a rostered day off**

Professional development leave need not take place on a day that the Employee would otherwise work. In those circumstances the Employer will do one of the following:

- (a) allocation of a day's professional development leave paid at the ordinary rate of pay;
- (b) time off in lieu on a mutually agreed day, to be granted within 28 days;
- (c) where time off in lieu is not agreed or does not occur within 28 days, an additional day's ordinary pay; or
- (d) an additional day's annual leave which will not attract leave loading.

**75.8 Mandatory Training**

Any education or training deemed compulsory or mandatory by the Employer will occur within an Employee's paid time. *No deduction will be made to an Employee's annual professional development leave for mandatory training.*

**76. Study Leave**

*This clause does not apply to casual Employees.*

*See subclause 4.2 (Relevant qualification/relevant component of qualification etc.) for considerations relating to relevance.*

**76.1 When paid study leave is available**

- (a) Paid study leave will be available to all Employees:
  - (i) where a component of the course is relevant to the work of the Employee; and/or
  - (ii) to support State Government initiatives to improve workforce development of priority areas of nursing and midwifery care.
- (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) Leave pursuant to this clause does not accumulate from year to year.

## **76.2 Application**

An Employee wishing to take study leave must:

- (a) apply in writing to the Employer as early as possible prior to the proposed leave date; and
- (b) include with the application:
  - (i) details of the course and institution in which the Employee is enrolled or proposes to enrol; and
  - (ii) details of the relevance of the course to the Employee's employment.

## **76.3 Response to application**

- (a) The Employer will not unreasonably refuse a request for study leave.
- (b) The Employer must, within seven days of the application being made, notify the Employee in writing whether the application for study leave has been approved.

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## **77. Examination Leave**

*This clause does not apply to casual Employees.*

### **77.1 Where examination leave is available**

Examination leave is for undertaking and/or preparing for examinations in a course of study. Examinations include major assessment tasks, take home exams and other methods of student assessment.

### **77.2 Examination leave**

Employees who meet the criteria in this clause are entitled to five days paid examination leave per year. Leave entitlements pursuant to this clause will not accumulate from year to year.

### **77.3 Employee eligibility**

To be eligible for examination leave, an Employee must:

- (a) be employed to work, on average, at least three shifts or 24 hours per week; and
- (b) have been employed for not less than eighteen (18) months by their current Employer immediately prior to taking of examination leave.

### **77.4 Eligible course of study**

- (a) To be eligible for examination leave, the course of study must be:
  - (i) related to the Employee's Classification in Grades duty requirements; and
  - (ii) relevant to advancement through the career structure and to employment at the establishment.
- (b) Such a course of study would normally be undertaken in a Tertiary Institution.

### **77.5 Time of taking leave**

Examination leave will be taken at a time that is agreed between the Employer and the Employee. The Employer will not unreasonably withhold approval for such leave.

### **77.6 Payment**

A day for the purposes of examination leave is the Employee's normal shift length.

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## **78. Staff Replacement**

All absences resulting from approved leave under clauses 75 (professional development leave), 76 (study leave) and 77 (examination leave) will be back-filled in clinical areas where that Employee would ordinarily have a patient allocation.

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## **79. Post-registration Students**

### **79.1 Post-registration student means an Employee who is:**

- (a) a Registered Nurse or Registered Midwife; and
- (b) undertaking post-registration study.

### **79.2 Post-registration study means:**

- (a) study by a Registered Nurse leading to registration as a midwife; or
- (b) study by a Registered Nurse or Registered Midwife for the purpose of obtaining a post registration qualification.

**79.3 Substantive Salary** means at the Employee's appropriate rate of pay according to the Employee's classification and Years of Experience as a Registered Nurse or Registered Midwife as normally in place before proceeding to commence as a Post-registration student.

**79.4** A post-registration student (other than one to whom 79.9 applies) who is undertaking the post-registration study within an employment model, will be paid for that period, including periods of clinical placement/supervised experience, at their Substantive Salary in accordance with the Employee's employment arrangement.

**79.5** A post-registration student who is undertaking the post-registration study outside of any employment arrangement with their Employer, whose Employer has the clinical setting to provide their periods of supervised experience, will pay the Employee their substantive salary while undertaking supervised experience (excluding clinical placement).

**79.6** Nothing in subclauses 79.4 or 79.5 above affects an Employee's Level grade or increment otherwise applicable for work performed during the period of study that is not a direct requirement of the post-registration study.

**79.7** The period for which a Registered Nurse or Registered Midwife is paid will be counted in the Employee's Years of Experience as a Registered Nurse/Midwife.

**79.8** Nothing in this clause will affect more beneficial current arrangements in place with an Employee at the commencement of this Agreement.

### **79.9 Postgraduate Midwifery Students – Workforce Development Fund initiative positions**

A Registered Nurse undertaking post-graduate midwifery study as part of their employment funded through the DOH Workforce Development Fund from 1 January 2020 will:

- (a) be engaged at a minimum of 0.6 EFT;
- (b) be paid their substantive rate for all clinical placement/supervised experience that occurs within SCN/Pre Natal/Post Natal/birthing suite; and
- (c) may choose to work additional shifts as a Registered Nurse, in which case those additional shifts will be paid as though the Employee was not in the employment arrangement.

Note funding under the Workforce Development Fund/Rural and Regional Postgraduate Midwifery Incentive Program is time limited and concludes on 30 June 2023. For the purpose of this Agreement, these programs remain separate and distinct from the regular training and development funding which also continues to be provided to Employers.

# **PART I – UNION MATTERS AND BEST PRACTICE EMPLOYMENT COMMITMENT COMMITTEE**

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## **80. Union Matters**

### **80.1 Access to Employees – General**

The Union will have access to Employees for any process arising under this Agreement.

### **80.2 Access to Employees – Electronic communication**

The Employer will ensure that:

- (a) emails from the Union domain name are not blocked or restricted by or on behalf of the Employer, except in respect of any individual Employee who has made a written request to the Employer to block such emails;
- (b) emails from Employees to the Union are not blocked or restricted by or on behalf of the Employer;
- (c) access from health service computers and like devices to Union websites and online information is not blocked, or limited; and
- (d) where a genuine security concern arises regarding the above, the Employer will immediately notify the Union to enable the security concern to be addressed.

### **80.3 Access to Employees – Orientation**

- (a) The Union may attend and address new Employees as part of orientation/induction programs for new Employees, provided that any attendance for the purposes of discussions with the Employees meets the right of entry requirements under Part 3-4 of the Act (Entry Requirements). The details of such attendance will be arranged by the Employer in consultation with the Union.
- (b) An Employer will advise the Union of the date, time and location of orientation/induction programs not less than 14 days prior to the orientation/induction program.
- (c) Those covered by this Agreement acknowledge the increasing role that technology plays in orientation/induction. An Employer and Union may agree to an alternative means by which the Union can access new Employees including where orientation/induction programs are conducted on-line or the Union cannot reasonably attend, provided that such access is consistent with the Entry Requirements.

### **80.4 Delegates and HSRs**

*NOTE: Additional rights of HSRs are contained in the OHS Act.*

- (a) In this subclause 80.4 Representative means a Union Delegate, or HSR.
- (b) A Representative is entitled to reasonable time release from duty to:
  - (i) attend to matters relating to industrial, occupational health and safety or other relevant matters such as assisting with grievance procedures and attending committee meetings;

- (ii) access reasonable preparation time before meetings with management disciplinary or grievance meetings with a Union member;
  - (iii) appear as a witness or participate in conciliation or arbitration, before the Commission; and/or
  - (iv) present information on the Union at orientation sessions for new Employees.
- (c) A Representative required to attend management or consultative meetings outside of paid time will be paid to attend.
- (d) A Representative will be provided with access to facilities such as telephones, computers, emails, noticeboards and meeting rooms in a manner that does not adversely affect service delivery and work requirements of the Employer. In the case of an HSR, facilities will include other facilities as necessary to enable them to perform their functions as prescribed under the OHS Act.

#### **80.5 Noticeboard**

- (a) A noticeboard for the Union's use will be readily accessible in each ward/unit/work area or nearest staff room where persons eligible to be members of the Union are employed.
- (b) The Union and members covered by this Agreement will, during the life of this Agreement, consult over the development of an electronic noticeboard managed by the Union.

#### **80.6 Meeting Space**

In the absence of agreement on a location for the holding of Union meetings, the room where one or more of the Employees who may participate in the meeting ordinarily take meal or other breaks will be the meeting room for the purpose of Union meetings. Nothing in this clause is intended to override the operation of the Act.

#### **80.7 Secondment to the Union**

The Employer will, on application, grant leave without pay to an Employee for the purpose of secondment or other arrangement to work for the Union subject to the Employer's reasonable operational requirements.

#### **80.8 Employees holding Union official positions**

The Employer will, on application by the Union, grant leave without loss of pay to an Employee for the purpose of fulfilling their duties as an official of the Council or Executive body of the Union. For a member of the ANMF Council, this currently involves 11 half day meetings per year (plus travel time). For Executive Council members this involves an additional 11 half day meetings (plus travel time). For a member of the HSU Branch Committee of Management this currently involves 11 full day meetings per year.

#### **80.9 Union Training**

*NOTE: an HSR may be entitled to any training in accordance with the OHS Act rather than, or in addition to, this clause.*

- (a) Subject to the conditions in this subclause 80.9, Employees selected by the Union to attend training courses on industrial relations and/or health and safety will be entitled to a maximum of five days' paid leave per calendar year per Employee.

- (b) Leave in excess of five days and up to ten days may be granted in a calendar year subject to the total leave being granted in that year and in the subsequent year not exceeding ten days.
- (c) The granting of leave will be subject to the Employer's operational requirements. The granting of leave will not be unreasonably withheld.
- (d) Leave under this subclause is granted on the following conditions:
  - (i) applications are accompanied by a statement from the Union advising that it has nominated the Employee or supports the application;
  - (ii) the training is conducted by the Union, an association of unions or accredited training provider; and
  - (iii) the application is made as early as practicable and not less than two (2) weeks before the training.
- (e) The Employee will be paid their 'ordinary pay' (as defined at 57 (Annual Leave)) for normal rostered hours (set out in Appendix 2), but excluding shift work, overtime and other allowances.
- (f) Leave in accordance with this clause may include necessary travelling time in normal hours immediately before or after the course.
- (g) Leave granted under this clause will count as service for all purposes of this Agreement.
- (h) Expenses associated with attendance at training courses, including fares, accommodation and meal costs are not the responsibility of the Employer.

#### **80.10 Workplace Implementation Committees**

- (a) A local Workplace Implementation Committee (**WIC**) will continue or, if there is not currently a WIC in operation, be established at each Employer. Having regard for the size and location, a WIC may be appropriate at each facility/campus. The WIC will, where practicable, comprise equal numbers of representatives of the Employer and the Unions for the purposes of:
  - (i) agreement implementation;
  - (ii) on-going monitoring and assessment of the implementation of this Agreement; and
  - (iii) dealing with any local disputes that may arise, without limiting the Dispute Resolution Procedure in this Agreement.
- (b) Priority items for consideration by the WIC will include:
  - (i) Clause 21 (Fixed Term Employment);
  - (ii) Clause 30A (Lead Apron Allowance);
  - (iii) Clause 31.1(a)(iii) (Cert IV TAE Allowance);
  - (iv) Clause 44.1 (Meal breaks);
  - (v) Clause 44.3 (Clothing Change);
  - (vi) Clause 45.6 (On-Call Rosters);

- (vii) Clause 49.4 (Approval of overtime);
- (viii) Clause 50.5 (Emergency on-call/recall);
- (ix) Clause 51 (Recall – without return to workplace);
- (x) Clause 57.3(f) (High Demand Holiday Periods);
- (xi) Clause 99.5 (Risk Assessments); and
- (xii) Clause 103.7 (OVA reporting).

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## **81. Best Practice Employment Commitment**

**81.1** The parties agree to establish a committee to discuss Best Practice Employment Commitments (**BPEC**) during the life of the Agreement on matters including:

- (a) implementation of the Agreement;
- (b) implementation of a best practice guide to address emerging equity issues arising from flexible working arrangements;
- (c) any legislative requirement to undertake gender equity activities;
- (d) an agreed framework distributing, considering and implementing the outcomes of the bullying-related trials conducted within the six health services;
- (e) an agreed framework for publishing the outcomes of the 'We Care' initiatives that involves a tap out system for stressful situations and staff sensory rooms;
- (f) consolidation of major agreement provisions to reduce complexity and inefficiencies within the public health system;
- (g) aged care staffing arrangements;
- (h) remote location incentivisation schemes; and
- (i) template change impact statements.

**81.2** The Committee will schedule a minimum of six meetings per year.

**81.3** The Committee will comprise nominated representatives from the Union, the VHIA and DOH (as required). The Committee may, by agreement, establish sub-groups or delegate individual matters to a relevant health service(s) as required.



# PART J – CLASSIFICATIONS AND STAFFING

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## 82. Enrolled Nurses – Classification

### Part 1 – Scope

#### 82.1 Scope

This clause 82 is split into 5 parts:

- (a) **Part 1** (clause 82.1 - 82.2) explains the scope of this clause and the applicable definitions;
- (b) **Part 2** (clauses 82.3 - 82.6) sets out the classifications and classification descriptors for Enrolled Nurses;
- (c) **Part 3** (clause 82.7) sets out the transition arrangements for Enrolled Nurses employed as at 31 March 2012;
- (d) **Part 4** (clauses 82.8 - 82.12) describes the recruitment and appointment process for Enrolled Nurses; and
- (e) **Part 5** (clauses 82.13 - 82.16) sets out the process for Enrolled Nurses to advance to EN3, including the advancement criteria and competency standards.

#### 82.2 Definitions

- (a) **Enrolled Nurse** has the meaning provided by clause 4 (Definitions).
- (b) A **Year of Experience** has the meaning provided by clause 4 (Definitions).

### Part 2 – Classifications for Enrolled Nurses

#### 82.3 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.

#### 82.4 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.

#### **82.5 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 subclause 82.13.
- (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 subclause 82.13.
- (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 subclause 82.13.

#### **82.6 Enrolled Nurse Level 3 (savings provisions)**

- (a) EN3.1 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.
- (b) EN3.2 applies to an Enrolled Nurse who holds a NMBA approved qualification 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.
- (c) EN3.3 applies to an Enrolled Nurse who holds a NMBA approved qualification 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.

### **Part 3 – Translation Arrangements**

- 82.7** The translation arrangements in clause 82.4 of the 2012-2016 Agreement continue to apply to Enrolled Nurses employed as at 31 March 2012.

### **Part 4 – Recruitment and appointment to EN (new or vacant positions)**

- 82.8** An Employer may advertise an EN vacancy as an EN1, EN2 or EN3 position, dependent upon the role.
- 82.9** 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 subclause 82.14.
- 82.10** Appointment of an EN1 will only occur where the successful applicant does not hold a NMBA approved qualification in administration of medicines.
- 82.11** 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.
- 82.12** Appointment to EN3 position will apply where:
- (a) the successful applicant has applied for a position advertised as EN3;
  - (b) a decision is made on interview to classify the applicant as EN3; or
  - (c) the successful applicant provides acceptable evidence that they are an existing EN3. Acceptable evidence includes:
    - (i) payslip;
    - (ii) certificate of service; or
    - (iii) letter of appointment.

## **Part 5 – Advancement to Enrolled Nurse Level 3**

### **82.13 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 EN3 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.

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

The following are examples of competency standards that meet the criteria in clause 82.13(b)(i) above. **[Explanatory note – The Employers, Employees, the VHIA and Unions 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) 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 or Registered Midwife. For example, guides and supports activities of other Enrolled Nurses.
- (d) Acts 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, or 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.

#### **82.15 Portability of EN3 classification**

- (a) An Enrolled Nurse classified at EN3 will 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 will be any one of the following
  - (i) payslip;
  - (ii) certificate of service; or
  - (iii) letter of appointment.

## 82.16 Applications for advancement to EN3

- (a) Application principles
  - (i) The process for applications for EN3 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 NUM (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; and
    - (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.

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## 83. Registered Nurses and Midwives – Classification

### Part 1 – General

#### 83.1 Scope

This clause 83 is split into 4 parts:

- (a) **Part 1** (clauses 83.1 - 82.3) explains the scope of this clause and the applicable definitions;
- (b) **Part 2** (clauses 83.3) sets out the classification descriptors for Registered Nurses and Registered Midwives;
- (c) **Part 3** (clauses 83.4 - 83.6) sets out the application process for Clinical Nurse/Midwife Specialist positions, the transfer arrangements of CNS/CMS status to a new Employer, and when the requirements of continuing to meet the CNS/CMS criteria must occur; and
- (d) **Part 4** (clauses 83.7 - 83.38) sets out the grades to the classifications set out in Part 2.

#### 83.2 General Definitions

In this clause 83:

- (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) **Certificate** means:
  - (i) A Hospital Certificate;
  - (ii) a tertiary graduate certificate;
  - (iii) a certificate 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;
  - (iv) the equivalent of a certificate including a Certificate obtained from training or an education facilities provider (such as infection control certificates from the Mayfield Centre) where the programmes are equivalent to a University Graduate Certificate and the training/education provider verifies that in writing; or
  - (v) post-basic certificates of qualification obtained by a Registered Nurse as a result of in-service or post-basic training viz:
    - (A) Certificates obtained for courses approved by the Nursing and Midwifery Board of Australia for the purposes of endorsement in the relevant register; or
    - (B) Certificates obtained for courses requiring registration by the Nursing and Midwifery Board of Australia which will

mean maternal and child health nursing, midwifery nursing, psychiatric nursing and mental retardation nursing.

- (c) **Day Hospital** means 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.
- (d) **Diplomas and degrees** means 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.
- (e) **In-service or post-basic education** means education undertaken during, and in conjunction with, employment as a Registered Nurse or Midwife 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; or
  - (ii) a course requiring registration by the Nursing and Midwifery Board of Australia which will mean maternal and child health nursing, midwifery nursing, psychiatric nursing and mental retardation nursing.
- (f) **Major Hospital** means 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.
- (g) **Registered Nurse** has the meaning provided by clause 4 (Definitions).
- (h) **Registered Midwife** has the meaning provided by clause 4 (Definitions).
- (i) **Research Nurse/Midwife** means a Nurse/Midwife who:
  - (i) as a minimum, has either a Diploma in Nursing (Level 1 only) or a Bachelor of Nursing or Midwifery (all levels);
  - (ii) is directly involved in clinical research-related activities which form the predominant aspect of the Employee's ongoing, regular duties. Whilst the level of involvement can vary, the level of involvement and its regularity distinguish a Research Nurse/Midwife from other Employees who provide incidental and/or irregular contributions to clinical research trials as part of their normal duties; and
  - (iii) performs their research-related duties in accordance with the Therapeutic Goods Administration (**TGA**) Note for Guidance on Good Clinical Practice (CPMP/ICH/135/95), the National Health and Medical Research Council (**NHMRC**) National Statement on Ethical Conduct in Human Research and applicable state/federal privacy laws.

## Part 2 – Classifications for Registered Nurses and Midwives

### 83.3 Classifications for Registered Nurses and Midwives

Clinical Consultant Classifications	
<b>Clinical Consultant</b>	A Registered Nurse or Midwife who is appointed as such to provide a clinical resource, clinical advisory/developmental role on a full-time dedicated basis (i.e. 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.
<b>Clinical Consultant A</b>	A Registered Nurse or Midwife appointed as such who as a member of a specialist team fulfils the clinical consultant role in their first and second Years of Experience.
<b>Clinical Consultant B</b>	A Registered Nurse or Midwife appointed as such who fulfils the clinical consultant role as a Clinical Consultant A in their third and subsequent Years of Experience as a Clinical Consultant.
<b>Clinical Consultant C</b>	<p>A Registered Nurse or Midwife appointed as such who fulfils the clinical consultant role, and:</p> <ul style="list-style-type: none"> <li>(a) is the sole Registered Nurse or Midwife in the specialty;</li> <li>(b) is in charge of a specialty team; or</li> <li>(c) is a clinical consultant who takes referrals from, or delivers the consultancy outside more than one campus/worksites/centre of the Health Service.</li> </ul> <p><b>Sole Clinical Consultant</b></p> <p>"Sole" for the purposes of (a) above means a Clinical Consultant at a particular site or campus, whether full-time or part-time who is the only nurse consultant in that clinical specialty at that site or campus. Similarly, where two or more nurses are employed in that clinical specialty at a combined EFT of one or less, but predominantly work different days or job share, the sole classification would apply.</p>
<b>Clinical Consultant D</b>	A Registered Nurse or Midwife appointed as such who fulfils the clinical consultant role and who in addition principally consults on a multi Health Service or Statewide basis.
<b>Clinical Consultant E</b>	A Registered Nurse or Midwife appointed as such who fulfils the clinical consultant role on an interstate or national basis.
Clinical Nurse Specialist Classifications	
<b>Clinical Nurse Specialist</b>	<p>Means a Registered Nurse:</p> <ul style="list-style-type: none"> <li>(a) appointed to the grade with either specific post basic qualifications and 12 months' Experience working in the clinical area of their 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</li> <li>(b) who meets the criteria set out at Appendix 4.</li> </ul> <p>Applicants must meet the above definition, be employed either full-time or part-time and demonstrate the criteria in each of paragraphs</p>



	1, 2 and 3 of Appendix 4. The process for applying for a Clinical Nurse Specialist position is set out at 83.4 below.
<b>Clinical Midwife Specialist</b>	<p>Means a Registered Midwife:</p> <p>(a) appointed to the grade with either specific post basic qualifications and 12 months' Experience working in the clinical area of their specified post basic qualification, and is responsible for clinical midwife duties, or minimum of four years' post registration Experience, including three years' Experience in the relevant specialist field; and</p> <p>(b) who meets the criteria set out at Appendix 4.</p> <p>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 4. The process for applying for a Clinical Midwife Specialist position is set out at 83.4 below.</p>
<b>Community Health Classifications</b>	
<b>Community Health Nurse</b>	A Registered Nurse appointed as such and employed in a Community Health Centre.
<b>Community Health Nurse (Sole)</b>	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.
<b>Community Health Nurse (In charge)</b>	A Registered Nurse appointed as the nurse in charge, nurse coordinator 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).
<b>Day Hospital Co-ordinator Classifications</b>	
<b>Day Hospital Co-ordinator Level 1</b>	A Registered Nurse appointed as such who under limited supervision has responsibility for the coordination of services of a Day Hospital.
<b>Day Hospital Co-ordinator Level 2</b>	<p>A Registered Nurse appointed as such who, without supervision has total responsibility for the coordination of a Day Hospital including:</p> <p>(a) Preparation of and adherence to the budget of the Day Hospital;</p> <p>(b) Staff selection (non-professional staff) and participation in selection of professional staff;</p> <p>(c) Policy formulation; and</p> <p>(d) 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.</p>
<b>District Nurse Classifications</b>	
<b>Assistant Supervisor – District Nursing</b>	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.

<b>Clinical Co-ordinator – District Nursing</b>	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.
<b>District Nurse Level 1</b>	A Registered Nurse appointed to undertake district nursing duties without a Year of Experience in district nursing or comparable community nursing experience.  The entry level rate is for this classification is CN 2.1 except where the Employee has more than 4 Years of Experience as a Registered Nurse, in which case the entry level will be CN 2.2, 2.3 or 2.4 in accordance with their Years of Experience as a Registered Nurse.
<b>District Nurse Level 2</b>	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.
<b>Liaison Officer – District Nursing</b>	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.
<b>Maternal and Child Health Nurse Definitions</b>	
<b>Maternal and Child Health Nurse</b>	A Maternal and Child Health Nurse is an Employee who holds current registration with Ahpra as:  (a) a Registered Nurse (Division 1); and  (b) a Registered Midwife, and  in addition to the above registrations, holds an accredited postgraduate degree/diploma (or equivalent) in maternal and child health nursing.
<b>Maternal and Child Health Nurse Coordinator</b>	Maternal and Child Health Nurse Coordinator means a Registered Nurse with qualifications as defined for a MCH Nurse, and who is responsible for managing and/or coordinating Maternal and Child Health Services, and may include coordinating an Immunisation Service within the council/shire.
<b>Nurse Education Classifications</b>	
<b>Clinical Support Nurse</b>	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.
<b>Clinical Support Midwife</b>	A Registered Midwife 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 Midwife may extend over numerous units or wards.
<b>Deputy Principal Educator</b>	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.
<b>Educator</b>	(a) A Registered Nurse appointed as such, employed to teach the theory and practice of nursing. (b) A Registered Midwife appointed as such, employed to teach the theory and practice of midwifery.
<b>Educator – Course/Phase/In-service continuing education</b>	(a) 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]): (i) Co-ordinators of Nursing and Midwifery Board of Australia approved courses; (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; or (b) A Registered Midwife appointed as such, employed to teach the theory and practice of midwifery and who has administrative and educational responsibilities including curriculum development (additional to those of "Educator" [as defined]): (i) Co-ordinators of Nursing and Midwifery Board of Australia approved courses; (ii) Co-ordinators of major phases of the general midwifery programme (however styled); or (iii) Co-ordinators of in-service continuing education (staff development) programmes.
<b>Principal Educator</b>	A Registered Nurse (holding a Diploma in Nursing Education or qualification acceptable to the Employer) appointed as such to be responsible to the DON for the administration of a school of nursing and for the overall planning, organisation and implementation of nursing education programmes.
<b>Nurse Manager Classifications</b>	
<b>ANUM</b>	Is a Registered Nurse appointed as an Associate Nurse Unit Manager 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.  An ANUM will progress through the increments (from NM 1.1 to NM 1.2) on completion of a Year of Experience, including previous experience.

<b>AMUM</b>	<p>Is a Registered Midwife appointed as an Associate Midwife Unit Manager and who, within the guidelines and practices established by the Midwife Unit Manager, assists in the overall clinical and administrative management of a ward or unit and deputises for the Midwife Unit Manager when required within these limits</p> <p>An AMUM will progress through the increments (from NM 1.1 to NM 1.2) on completion of a Year of Experience, including previous experience.</p>
<b>NUM/MUM Level 1</b>	Is a Registered Nurse/Midwife who is appointed to be in charge of a ward or unit and who meets the criteria for Nurse/Midwife Unit Manager 2 in accordance with clause 14.9.
<b>NUM/MUM Level 2</b>	Is a Registered Nurse/Midwife who is appointed to be in charge of a ward or unit and who meets the criteria for Nurse/Midwife Unit Manager 3 in accordance with clause 14.9.
<b>NUM/MUM Level 3</b>	Is a Registered Nurse/Midwife who is appointed to be in charge of a ward or unit and who meets the criteria for Nurse/Midwife Unit Manager 4 in accordance with clause 14.9.
<b>After Hours Coordinator</b>	Is a Registered Nurse who is appointed to have responsibility for a campus in the off duty periods of the campus Director of Nursing.
<b>ADON/M</b>	<p>(a) Is a Registered Nurse appointed to the role of Assistant Director of Nursing who assists and relieves the DON and/or the Deputy DON.</p> <p>(b) Is a Registered Midwife appointed to the role of Assistant Director of Midwifery who assists and relieves the DOM and/or the Deputy DOM.</p>
<b>ADON/M Level 2</b>	Is a Registered Nurse or Midwife who has responsibility for a project or process affecting more than one ward or unit within a campus will be classified as Assistant Director of Nursing (NM5C).
<b>ADON/M Level 1</b>	Is a Registered Nurse who has responsibility for a project or process in more than one campus or across all units/wards in a single Health Service will be classified as Assistant Director of Nursing (NM5B).
<b>Deputy DON/DOM</b>	<p>(a) Is a Registered Nurse who is appointed as a Campus Deputy Director of Nursing to assist the Director of Nursing in the day to day administration of the campus.</p> <p>(b) Is a Registered Midwife who is appointed as a Deputy Director of Midwifery to assist the Campus Director of Nursing or the Director of Midwifery.</p> <p>The Employer is not required to appoint a D/DON or D/DOM.</p>
<b>Divisional/Clinical Director</b>	Is a Registered Nurse or Midwife who has responsibility for a clinical division of the health service.
<b>Campus DON</b>	Is a Registered Nurse who is appointed as the Director of Nursing for a campus listed in Appendix 8.

<b>Campus DOM</b>	Is a Registered Midwife who is appointed as the Director of Midwifery.
<b>Executive DON</b>	Is a Registered Nurse who is appointed in addition to the campus Director of Nursing listed in Appendix 9 to be an Executive Director of Nursing (however titled).  An Employer is not required to appoint a Nurse Manager 9 and may rely on the appointment of a Nurse Manager 9 to satisfy the requirement to appoint a Campus DON.
<b>Nurse/Midwife Manager not elsewhere classified</b>	Is a Registered Nurse or Midwife principally engaged in management of a nursing or midwifery service, or part thereof, for which this Agreement contains no more applicable classification. The classification for this position will be NM5C.
<b>Occupational Health Classifications</b>	
<b>Occupational Health Nurse (where more than one employed)</b>	A Registered Nurse engaged in connection with any industrial or commercial undertaking and who carries out their nursing duties under the direction of a nursing supervisor.
<b>Occupational Health Nurse (Sole)</b>	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.
<b>Occupational Health Nurse Supervisor</b>	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.

## Research Nurse/Midwife Classifications

<p><b>Level 1 Research Nurse/Midwife</b></p>	<ol style="list-style-type: none"> <li>1. A Level 1 Research Nurse/Midwife:             <ol style="list-style-type: none"> <li>a) can be an Enrolled Nurse, Registered Nurse or in the case of a Midwife, a Level 1 Research Midwife.</li> <li>b) in the case of an Enrolled Nurse will function in accordance with legislation, policies and procedures affecting Enrolled Nurse practice, managing nursing care of individuals and groups within the scope of Enrolled Nurse practice.</li> </ol> </li> <li>2. A Level 1 Research Nurse/Midwife will:             <ol style="list-style-type: none"> <li>a) plan, in collaboration with a more senior Registered Nurse, nursing care in consultation with individuals/groups, significant others and the interdisciplinary care team;</li> <li>b) not be responsible for the management or supervision of trials, staff, or budget(s);</li> <li>c) be involved with data collection for clinical trial research studies undertaken in the department;</li> <li>d) assist in the delivery of direct and indirect clinical-trial-related care of patients within their scope of practice; and</li> <li>e) work under the supervision of a more senior Research Nurse/Midwife.</li> </ol> </li> </ol>
<p><b>Level 2 Research Nurse/Midwife</b></p>	<ol style="list-style-type: none"> <li>1. A Level 2 Research Nurse/Midwife is a Registered Nurse or Midwife.</li> <li>2. A Level 2 Research Nurse/Midwife:             <ol style="list-style-type: none"> <li>a) will have responsibility for the delivery of direct and indirect clinical-trial-related care of patients and associated data collection for concurrent clinical trial research studies undertaken in the department;</li> <li>b) will not be responsible for the management or supervision of staff, or of budgets;</li> <li>c) may coordinate a trial (without responsibility for staff) and/or participate in patient recruitment, ethics application processes and adverse event reporting (as required) together with the provision of education to other team members/patients and families related to a specific research method, protocol or program; and</li> <li>d) may coordinate more than one trial contemporaneously.</li> </ol> </li> </ol>

<p><b>Level 3 Research Nurse/Midwife</b></p>	<ol style="list-style-type: none"> <li>1. A Level 3 Research Nurse/Midwife is a Registered Nurse or Midwife.</li> <li>2. A Level 3 Research Nurse/Midwife: <ol style="list-style-type: none"> <li>a) has responsibility for the delivery of direct and indirect clinical-trial-related care of patients and associated data collection for concurrent research studies undertaken in the department;</li> <li>b) may be responsible for the management and supervision of staff and the development of strategies to meet the educational requirements of staff or participants in a trial or trials. This includes the forward planning of resource requirement;</li> <li>c) may be responsible for the budget of a research trial or of the research team(s), but not a research department; and</li> <li>d) has responsibility and accountability for maintaining clinical and research governance and has a clear understanding of organisational processes that exist to support the conduct of good clinical research.</li> </ol> </li> <li>3. Inherent requirements include the development and review of standard operating protocols, liaison with external agencies, overseeing and/or participating in patient recruitment, ethics application processes and adverse event reporting (as required).</li> <li>4. Qualification of Masters Degree or other relevant post graduate education desirable.</li> </ol>
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<p><b>Level 4 Research Nurse/Midwife</b></p>	<ol style="list-style-type: none"> <li>1. A Level 4 Research Nurse/Midwife is a Registered Nurse or Midwife who: <ol style="list-style-type: none"> <li>(a) may have responsibility for the delivery of direct and indirect care and associated data collection for concurrent research studies undertaken in the department;</li> <li>(b) has overarching responsibility for the management of nursing/midwifery staff in the research department, including the delegation of responsibilities and performance management;</li> <li>(c) may have overall responsibility for the coordination and budgeting of all trials within the relevant research department, and will ensure the highest standard of care is delivered to research participants and, where relevant, their families, in partnership with all members of the multidisciplinary and research team(s);</li> <li>(d) has responsibility and accountability for maintaining clinical, staff and research governance;</li> <li>(e) may be the trial coordinator on appropriate studies;</li> <li>(f) will have responsibility over protocol budgets within the framework of the research unit overall budget, in consultation with the Principal Investigator and/or relevant Head of Department; and</li> <li>(g) in collaboration with the relevant Head of Department or Principal Investigator, will provide nursing/midwifery leadership, consultancy and advice and will lead the development of quality improvement projects that facilitate develop and maintain frameworks for policy and relevant education.</li> </ol> </li> <li>2. Advances by one incremental pay point (where available) if already Level 11 when appointed to Research Nurse role, including previous experience in research at Level 10 or higher.</li> <li>3. Incremental advancement applies from date of appointment to Research Nurse role, including previous experience in research at Grade 5 or higher grade.</li> <li>4. Additional qualification requirement of Masters Degree, with progress towards (or achievement of) a PhD (desirable).</li> </ol>
<p><b>Nurse Practitioner - Classifications</b></p>	
<p><b>Nurse Practitioner Candidate</b></p>	<p>A Nurse Practitioner candidate will mean a Registered Nurse engaged to undertake a course of study and undertake clinical experience leading to endorsement as a Nurse Practitioner.</p>
<p><b>Nurse Practitioner</b></p>	<p>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.</p>



Domiciliary Classifications	
<b>HITH/PAC Level 1</b>	A Registered Nurse who at the direction of the Employer undertakes work that includes Hospital in the Home or Post Acute Care.  exclusively to provide clinical care – CAPR2
<b>HITH/PAC Level 2</b>	with ad hoc responsibilities beyond provision of clinical care (e.g. rostering of other staff, allocation of duties to other staff), will be CAPR 3
<b>HITH/PAC Level 3</b>	responsible for the day to day operation of a HITH/PAC or similar service (however titled) will be graded at Nurse/Midwife Manager Level 2, Level 3 or Level 4 in accordance with clause 14.9.  Provided specifically that any Employee performing this work immediately prior to the introduction of this Agreement will remain at their current grade where that grade is higher than the grade prescribed above.
No Lift Co-ordinator – Classification	
<b>No Lift Co-ordinator</b>	Is a Registered Nurse, Registered Midwife or Enrolled Nurse appointed as such and who is responsible for co-ordinating the maintenance of no-lift practices and educational programs of an Employer.
Clinical Liaison Nurse – Classification	
<b>Clinical Liaison Nurse</b>	<p>(a) The role of a Clinical Liaison Nurse is to provide expert nursing consultation and liaison support to nurses and other healthcare professionals in relation to general hospital patients presenting with psychiatric and physical comorbidity.</p> <p>(b) The Clinical Liaison Nurse focusses on supporting nursing staff in acute health to provide care for patients who have behavioural disturbance due to a mental illness or other causes. The role includes regular liaison with ICU and ED.</p> <p>(c) The Clinical Liaison Nurse is an active member of working groups and leads relevant policy reviews and development of best practice initiatives for nursing care of patients with mental illness in the general hospital.</p>

### Part 3 – Clinical Nurse/Midwife Specialist positions

#### 83.4 Process for application for Clinical Nurse/Midwife Specialist position

The process for applications for Clinical Nurse/Midwife Specialist positions will be as follows:

- (a) each Employer will arrange for the advertising of positions once every six months. This information to be permanently available for nursing staff;
- (b) written applications are to be made to the NUM/MUM;
- (c) interviews, if required, will be conducted by the NUM/MUM, ANUM/AMUM or Educator and one other;

- (d) 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;
- (e) 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, subject to 83.5;
- (f) 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;
- (g) each Employer will implement an appeal process. The appeal is 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 ANMF;
- (h) appeals will be directed to the DON/DOM or nominee. An independent panel will be convened, consisting of a DON/DOM or nominee, NUM/MUM, Clinical Nurse/Midwife Specialist or other nominee as appropriate, other than those involved in the original decision.

### **83.5 Requirements of continuing to meet the Clinical Nurse/Midwife Specialist position**

Any requirements to continue to meet the Clinical Nurse/Midwife Specialist criteria (as set out in Appendix 4) will occur during rostered time.

### **83.6 Transfer of CNS/CMS status**

- (a) Where a person appointed as a CNS or CMS by an Employer commences employment with another Employer within the same specialty, the new Employer will:
  - (i) advise the CNS/CMS of the next advertisement period referred to in 83.4(a); and
  - (ii) where an application is made for the next advertisement period and is successful, the employee will be paid as a CNS/CMS back to the date of commencement in the new role.
- (b) Nothing in this clause compels an Employee to make an application.

## **Part 4 – Classification in Grades**

### **83.7 The Nursing and Midwifery career structure**

The Nursing and Midwifery career structure is divided into four streams as follows:

- (a) the Clinical, Advanced Practice and Research stream (**CAPR**) which comprises those classifications principally engaged in clinical work, advanced practices, extended practice, clinical consultancy, drug and alcohol (inpatient) and research;
- (b) the Community Stream (**CN**) which comprises those classifications principally engaged in district nursing, community alcohol and other drugs, domiciliary, ambulatory, outpatients, community health, HITH, PAC, HARP, in-reach etc (to be read in conjunction with Clinical, Advanced Practice and Research stream, and the Nurse Manager stream);

- (c) the Nurse/Midwife Manager (**NM**) stream which comprises those classifications principally engaged in management of a nursing or midwifery service, or part thereof, in any stream.
- (d) the Quality, Clinical Risk, Governance, Education and Development stream (**QRED**) which comprises those classifications principally engaged in clinical support, clinical development, education, risk management and governance.

Each stream contains grades, and in some cases sub-grades. Application of these grades/sub-grades are set out in subclauses 83.10 - 83.38.

Employees will have the most appropriate classification and grade within their stream applied to their employment.

### **83.8 Graduate Nurse/Midwife**

- (a) A Registered Nurse or Midwife (being a Midwife who does not have Experience as a Division 1 nurse) will enter at RN/RM 1.
- (b) An Enrolled Nurse who completes an undergraduate course which leads to registration and is subsequently registered as a Registered Nurse will commence at the RN/RM increment immediately above the rate of pay (including qualification allowance (where applicable) applicable to that Employee.
- (c) **Progression** – A Registered Nurse or Midwife will progress through the increments (from RN/M1 to RN/M8) on completion of a Year of Experience, including previous experience.

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

- (a) Where an Employee has not actively nursed for a period of five years or more, such Employee's prior Years of Experience will not be taken into account.
- (b) For the first 12 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, the Employee will be paid at the rate appropriate to their Years of Experience, but no higher than RN/RM3.
- (c) After completion of 12 months' Experience in accordance with subclause 83.9(b) a nurse (upon sufficient proof to support a claim for incremental advancement) will be paid at the rate appropriate to their Years of Experience.

### **83.10 QRED 1**

- (a) A Registered Nurse appointed as an Occupational Health Nurse (sole) and paid as such.
- (b) A Registered Nurse or Midwife appointed as a Clinical Support Nurse/Midwife and paid as such.
- (c) A Registered Nurse appointed as an Occupational Health Nurse Supervisor and paid as such.
- (d) A Level 2 Research Nurse/Midwife.

### **83.11 QRED 2**

- (a) An Employee appointed as a No Lift Co-ordinator under clause 95.2 (No Lift Co-ordinators).

- (b) A Registered Nurse/Midwife appointed as an Educator in a non-major hospital with less than two Years of Experience as an Educator, and paid as such.
- (c) A Level 3 Research Nurse/Midwife.

**83.12 QRED 3**

- (a) A Registered Nurse/Midwife appointed as an Educator in a non-major hospital with two Years of Experience or more as an Educator, and paid as such.
- (b) A Registered Nurse or Midwife appointed as an Educator in a Major Hospital as an Educator, and paid as such.

**83.13 QRED 4**

- (a) A Registered Nurse or Midwife appointed as a Deputy Principal Educator and paid as such. The sub-grades for this classification will be:
  - (i) QRED 4A for a Deputy Principal Educator of a health service that has a campus named in column 8A in Appendix 8;
  - (ii) QRED 4B for a Deputy Principal Educator of a health service that has a campus named in column 8B (but not column 8A) in Appendix 8;
  - (iii) QRED 4C for a Deputy Principal Educator of a health service that has a campus named in column 8C (but not column 8A or 8B) in Appendix 8; and
  - (iv) QRED 4D for a Deputy Principal Educator of a health service that has a campus named in column 8D, 7A or 7B (but not column 8A, 8B or 8C) in Appendix 8.
- (b) A Registered Nurse or Registered Midwife appointed as an Educator-Course/Phase/Inservice/Continuing Education and paid as such. The Grade in the first Year of Experience will be the QRED4.2. Thereafter, the Grade will be the QRED4.3.
- (c) Level 4 Research Nurse/Midwife. Minimum grade is QRED4.2, and maximum is QRED4.3 unless already graded above this level, in which case the higher grade may be maintained, but no further progression can occur at this level of Research Nurse.

**83.14 QRED 5**

- (a) A Registered Nurse or Midwife appointed as a Principal Educator and paid as such. The sub-grades for this classification will be:
  - (i) QRED 5A for a Principal Educator of a health service that has a campus named in column 8A in Appendix 8;
  - (ii) QRED 5B for a Principal Educator of a health service that has a campus named in column 8B (but not column 8A) in Appendix 8;
  - (iii) QRED 5C for a Principal Educator of a health service that has a campus named in column 8C (but not column 8A or 8B) in Appendix 8; and
  - (iv) QRED 5D for a Principal Educator of a health service that has a campus named in column 8D, 7A or 7B (but not column 8A, 8B or 8C) in Appendix 8.

- 83.15 CN 1**
- (a) An Enrolled Nurse appointed as a Community Nurse and paid as such.
- 83.16 CN 2**
- (a) A Registered Nurse appointed as a District Nurse Level 1 and paid as such,
- 83.17 CN 3**
- (a) A Registered Nurse appointed as a District Nurse Level 2 and paid as such.
- 83.18 CN 4**
- (a) A Registered Nurse or Midwife appointed as a Community Health Nurse/Midwife Grade 3B and paid as such.
- 83.19 CN 5**
- (a) A Registered Nurse or Midwife appointed as a Community Health Nurse/Midwife (sole) and paid as such.
- (b) A Registered Nurse appointed as an Assistant Supervisor – District Nursing, and paid as such.
- (c) A Registered Nurse appointed as a Clinical Co-ordinator, District Nursing, and paid as such.
- (d) A Registered Nurse appointed as a Liaison Officer, District Nursing, and paid as such.
- 83.20 CN 6**
- (a) A Registered Nurse appointed as a Community Health Nurse (in-charge) and paid as such.
- 83.21 CAPR1**
- (a) A Registered Nurse or Midwife appointed as a Clinical Nurse/Midwife Specialist and paid as such.
- 83.22 CAPR2**
- (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 that the transitional arrangements in the 2016 Agreement continue to apply.
- 83.23 CAPR3.1**
- (a) A Registered Nurse who at the direction of the Employer undertakes clinical care with ad hoc responsibilities beyond provision of clinical care (e.g. rostering of other staff, allocation of duties to other staff), including in domiciliary nursing in Hospital in the Home and Post Acute Care. Provided that the transitional arrangements in the 2016 Agreement continue to apply.
- (b) A Registered Nurse/Midwife appointed as a Clinical Consultant A and paid as such.

**83.24 CAPR3.2**

- (a) A Registered Nurse or Midwife appointed as a Clinical Consultant B and paid as such.
- (b) A Registered Nurse qualified and appointed as a Maternal and Child Health Nurse and paid as such.

**83.25 CAPR 4**

- (a) A Registered Nurse or Midwife appointed as a Clinical Consultant C and paid as such. The first year rate of pay for this classification will be the CAPR4(1). Thereafter the rate of pay for this classification will be the CAPR4(2).
- (b) A Clinical Liaison Nurse pursuant to clause 90.5. The first year rate of pay for this classification will be the CAPR4.1. Thereafter the rate of pay for this classification will be the CAPR4.2.

**83.26 CAPR 5**

- (a) A Registered Nurse or Midwife appointed as a Clinical Consultant D and paid as such.

**83.27 CAPR 6**

- (a) A Registered Nurse or Midwife appointed as a Clinical Consultant E and paid as such.

**83.28 CAPR 7**

- (a) In this subclause, substantive salary means at the Employee's appropriate rate of pay according to the Employee's classification and Years of Experience as a Registered Nurse or Registered Midwife as normally in place before proceeding to commence as a Nurse Practitioner candidate.
- (b) A Registered Nurse engaged as a Nurse Practitioner candidate (as defined) will be classified and paid their substantive salary.
- (c) A Registered Nurse appointed as a Nurse Practitioner (as defined) during their first year of experience as a Nurse Practitioner will be classified and paid at CAPR7(1).
- (d) A Registered Nurse appointed as a Nurse Practitioner (as defined) during their second and subsequent years of experience as a Nurse Practitioner will be classified and paid at CAPR7(2).
- (e) A Candidate will 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.
- (f) For the purpose of the above sub-clauses Experience gained whilst employed in a pilot project will count for advancement to CAPR7(2) provided the pilot project and the Nurse Practitioner position are in the area of advanced practice for which the nurse has been endorsed.

**83.29 NM1**

- (a) An ANUM/AMUM.

**83.30 NM2**

- (a) Nurse/Midwife Unit Manager Level 1
- (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.

**83.31 NM3**

- (a) Nurse/Midwife Unit Manager Level 2.
- (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.

**83.32 NM4**

- (a) Nurse/Midwife Unit Manager Level 3.
- (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.

**83.33 NM5**

- (a) An Assistant DON/DOM will be graded at NM5. The sub grade within Level 5, A, B, C or D is determined by reference to the health service campus categorisation in Appendix 9.
- (b) A Registered Nurse appointed as a After Hours Coordinator will be graded at NM5. The sub grade within Level 5, A, B, C or D is determined by reference to the health service campus categorization in Appendix 9.
- (c) A Registered Nurse appointed as a Day Hospital Co-ordinator (Public Sector) Level 1 with no automatic progression to Level 2 will be graded at NM5D and paid as such.
- (d) A Registered Nurse appointed as a Day Hospital Co-ordinator (Public Sector) Level 2 and paid as such. The grade for this classification will be at the NM5C.
- (e) ADON/M Level 1. The grade for this classification will be at the NM5B.
- (f) ADON/M Level 2. The grade for this classification will be at the NM5C.
- (g) Maternal and Child Health Nurse Coordinator. The grade for this classification will be at the NM5C.
- (h) A Nurse/Midwife Manager not elsewhere classified. The grade for this classification will be at the NM5C.

**83.34 NM6**

- (a) A Deputy DON will be graded at NM6. The sub grade within Level 6, A, B, C or D is determined by reference to the health service campus categorisation in Appendix 9.
- (b) A Registered Nurse appointed as a Deputy DON/ District Nursing Service, and paid as such. The rate of pay for this classification will be at the NM6B.
- (c) An Employee who is a Registered Nurse or Midwife who has responsibility for a clinical division of the health service. The sub grade within Level 6, A, B, C or D is determined by reference to the health service campus categorisation in Appendix 9.

**83.35 NM7**

- (a) NM7A – A Registered Nurse appointed as the DON of a campus to which 7A of Appendix 8 applies.
- (b) NM 7B – A Registered Nurse appointed as the DON of a campus to which 7B of Appendix 8 applies.

**83.36 NM8**

- (a) NM 8A - A Registered Nurse appointed as the DON of a campus to which 8A of Appendix 8 applies.
- (b) NM 8B - A Registered Nurse appointed as the DON of a campus to which 8B of Appendix 8 applies.
- (c) NM 8C - A Registered Nurse appointed as the DON of a campus to which 8C of Appendix 8 applies.
- (d) NM 8D - A Registered Nurse appointed as the DON of a campus to which 8D of Appendix 8 applies.

**83.37 NM9**

- (a) NM 9A - A Registered Nurse appointed as the Executive DON of a health service in Group A of Appendix 9.
- (b) NM 9B - A Registered Nurse appointed as the Executive DON of a health service in Group B of Appendix 9.
- (c) NM 9C - A Registered Nurse appointed as the Executive DON of a health service in Group C of Appendix 9.

**83.38 RN/RM2**

- (a) A Registered Nurse or Midwife in the first or subsequent Years of Experience as a Registered Nurse or Midwife and not more properly at a higher grade or sub-grade in accordance with clause 14 (Statewide Industry Panel) or other terms of this Agreement.
- (b) A Registered Nurse appointed as a School/Campus Nurse Level 1 and paid as such.



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## **84. Translation Arrangements for Registered Nurses/Midwives**

### **84.1 Translation to four stream grading structure**

- (a) The translation arrangements in clause 85 of the 2016 Agreement continue to apply unless a specific clause of this Agreement is inconsistent, in which case the provisions of this Agreement apply to the extent of the inconsistency.
- (b) Previous experience at a Level or increment will count as experience for the purposes of translation and all other purposes under this Agreement and the 2016 Agreement.

### **84.2 Research Nurse/Midwife Translation Arrangements**

The translation arrangements in clause 82.3 of the 2016 Agreement continue to apply to Research Nurses/Midwives employed as at 31 March 2012.

### **84.3 Nurse/Midwife Manager 5 and above Translation Arrangements**

- (a) Within 3 months of this Agreement being approved by the Commission, each Employer will assess each position that meets the Nurse/Midwife Manager 5 and above or Principal Educator or Deputy Principal Educator definition above against the Nurse/Midwife Manager 5 and above or Principal Educator or Deputy Principal Educator descriptors and provide the outcome of this assessment to the Employee in writing.
- (b) If the assessment results in a:
  - (i) higher grade than currently applies to the Employee, the higher grade will apply to the Employee from the FFPPOA 1 December 2020; or
  - (ii) lower grade, the Employee will be maintained at their current grade, subject to subclause 84.3(d).
- (c) Disputes arising from the assessment process will be dealt with under the Dispute Panel Procedure.
- (d) The maintenance of grade at subclause (b)(ii) above will not prevent a nurse/midwife from achieving a higher grade where a subsequent change of her/his duties or role supports an assessment at a higher level.

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## **85. RUSON/RUSOM – Classifications**

### **85.1 Definitions**

- (a) **Registered Undergraduate Student of Nursing** or **RUSON** has the meaning provided by clause 106.1.
- (b) **Registered Undergraduate Student of Midwifery** or **RUOM** has the meaning provided by clause 106.1.

### **85.2 RUSON/RUSOM – Year 1**

RUSON/RUSOM Year 1 applies to a RUSON or RUSOM Employee in their first year of employment with the Employer.

### **85.3 RUSON/RUSOM – Year 2**

RUSON/RUSOM Year 2 applies to a RUSON or RUSOM Employee in their second year of employment with the Employer.

### **85.4 RUSON/RUSOM – Year 3**

RUSON/RUSOM Year 3 applies to a RUSON or RUSOM Employee in their third and subsequent years of employment with the Employer.

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## **85A. Trainee Enrolled Nurse – Classifications**

### **85A.1 Application**

The application of this clause is the same as that set out in clause 94.1.

### **85A.2 Definitions**

- (a) **Approved Training** has the meaning provided by clause 94.2.
- (b) **Enrolled Nurse** has the meaning provided by clause 4.
- (c) **Trainee** has the meaning provided by clause 94.2.
- (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.

### **85A.3 Trainee EN Year 1**

Trainee EN Year 1 applies to a Trainee Enrolled Nurse in their first year of employment with the Employer.

### **85A.4 Trainee EN Year 2**

Trainee EN Year 2 applies to a Trainee Enrolled Nurse in their second and subsequent years of employment with the Employer.

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## **86. Skill/Mix**

The minimum skill mix that each Employer in respect to the hospitals specified in Schedule 2 of the Safe Patient Care Act aims to achieve in all acute/general surgical and medical wards is:

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

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## **87. Replacement during Annual Leave and Extended Leave Relief**

**87.1** In order to maintain the nursing hours provided by the Safe Patient Care Act, the rostered hours of all Employees who are on Extended Leave will be fully replaced.

**87.2** Extended Leave includes long service leave, parental leave and long-term WorkCover absences.

- 87.3** 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.
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## **88. Agency Staff and Nurse Bank Employees**

Each Employer will endeavour to meet its Safe Patient Care Act obligations 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.

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## **89. 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.

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## **90. Staffing – ANUM/AMUM and Above**

*NOTE: see clause 35 (Higher Duties) for any applicable payments related to performing higher duties under this clause.*

### **90.1A Registered Nurse – Nurse Unit Manager**

There must be:

- (a) one EFT Nurse Unit Manager appointed in each non maternity 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.
- (c) In the circumstances of a ward or unit that usually operates less than five days per week, there must be 0.1 EFT Nurse Unit Manager for each day of the fortnight that the ward or unit usually operates.

### **90.1B Registered Midwife – Midwife Unit Manager**

There must be:

- (a) one EFT Midwife Unit Manager appointed in each maternity ward/unit of each campus/facility of each hospital/network; or
- (b) two or more part-time Midwife Unit Managers may be appointed so long as one EFT of Midwife Unit Manager hours are worked in the shared position.
- (c) In the circumstances of a ward or unit that usually operates less than 5 days per week, there must be 0.2 EFT Midwife Unit Manager for each day of the week that the ward or unit usually operates.

### **90.1C Maternity ward**

- (a) **Maternity** includes ante-natal care, post-natal care and birthing suites.
- (b) A single ward that includes maternity services and non-maternity services is not required to have:
  - (i) more than one EFT of combined NUM and MUM appointed; or

- (ii) more than the stated EFT of ANUM/AMUMs in 90.2 unless required by the Safe Patient Care Act.

(c) Compliance with this provision constitutes compliance with 90.1A and **90.1B**.

#### **90.1D Safe Patient Care Act requiring additional Registered Nurse/Midwife in charge**

*This clause only operates if the Safe Patient Care Act mandates an additional Registered Nurse or Midwife in charge*

- (a) Nothing in this clause **90.1D** detracts from the obligations in the Safe Patient Care Act in respect to ratios that require a nurse or midwife in charge, in addition to or as part of ratios.
- (b) Where the Safe Patient Care Act requires a ward / unit to have more than one Registered Nurse/Midwife in charge on a shift, the additional in-charge position will be classified as an ANUM/AMUM and be additional to the requirements in clause 90.2.

#### **90.2 Associate Nurse/Midwife Unit Managers**

ANUMs (or AMUMs in a Maternity Ward) are appointed to undertake in-charge functions during the off duty periods of the NUM/MUM. Except as set out in clause 35 (Higher Duties), the salary rate specified in Appendix 2 of this Agreement includes the performance of the in-charge function during the off duty periods of the NUM/MUM.

##### **(a) 24 Hour a day, seven days per week wards/units**

The following provisions apply to 24 hour a day, seven days per week wards/units.

- (i) There must be five EFT ANUM/AMUM shift positions available for appointment, and four out of the five positions must be permanently appointed.
- (ii) Nothing in any of these provisions prevents ANUM/AMUM positions being either full-time or part-time.
- (iii) The 5th EFT of ANUM/AMUM may be permanently appointed to, or may be utilised to provide non-appointed Registered Nurses and Registered Midwives with experience as an ANUM/AMUM.
- (iv) In exceptional circumstances, where a minimum of four EFT of ANUM/AMUMs are permanently appointed, a Registered Nurse or Registered Midwife other than an ANUM/AMUM may be required to act in charge during the off duty period of a NUM/MUM.
- (v) Where less than four EFT of ANUM/AMUMs are permanently appointed due to recruitment difficulties or delays or to circumstances beyond an Employer's control, a Registered Nurse or Midwife, other than an ANUM/AMUM, may be required to act in charge during the off duty period of a NUM/MUM (which event will be the exception to the rule).
- (vi) Where an Employer experiences difficulties in recruiting Employees to permanent ANUM/AMUM positions despite having taken reasonable and practical steps to fill the position(s), the Employer will contact the ANMF at the earliest opportunity. The ANMF and the Employer may then discuss and agree on alternative arrangements. Any agreement reached will be recorded in writing.

(b) **Non-24 hour a day, seven days per week wards or units**

For wards or units which are not 24 hours a day, seven days per week, the Employer is to appoint an ANUM/AMUM to cover all off duty periods of the NUM/MUM. In exceptional circumstances a Registered Nurse or Midwife who is not an appointed ANUM/AMUM may be required to act in charge during the off duty period of a NUM/MUM.

**90.3 Registered Nurse – Director of Nursing**

Despite any other provisions of this Agreement, each Employer must employ a full-time DON on each campus, excluding community health centres.

**90.4 Registered Nurse – After Hours Coordinator**

- (a) A Registered Nurse who is an After Hours Coordinator as defined in the Safe Patient Care Act will 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 subclause 90.4(a) is attached at Appendix 5 to this Agreement.

**90.5 Registered Nurse – Clinical Liaison Nurse**

- (a) Each Employer operating a Level 1 or a Level 2 Hospital (as defined in Schedule 1 of the Safe Patient Care Act) will have a minimum of one EFT of Clinical Liaison Nurse for each such hospital.
- (b) The aims of the position are to:
  - (i) provide a consultation service for the management of behaviourally disturbed or compromised inpatients of the hospital with specific reference to inpatients requiring specialising;
  - (ii) provide expert assessment and advise in the management of the behaviourally disturbed inpatient in relation to risk assessment;
  - (iii) trial and implement strategies to ensure observation of patients is appropriate and ensures the most effective use of resources;
  - (iv) assist acute health in the management of patients with behavioural disturbance;
  - (v) assist and support staff in the development and implementation of behavioural nursing care plans;
  - (vi) assist in the provision of nursing assessment and recommendations related to interventions for people with a mental illness who are receiving medical treatment;
  - (vii) monitor and evaluate the quality of care provided by staff providing constant observation nurse;
  - (viii) provide ongoing education and identify training needs in relation to the management of the behaviourally disturbed patient;
  - (ix) evaluate current process of documentation and participate in the development and implementation of best practice documentation;
  - (x) actively participate in any research or evaluation processes related to the target group;

- (xi) foster liaison with other Consultation Liaison services; and
- (xii) actively participate in related working parties and policy reviews.

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## **91. Aged Care**

- 91.1** VHIA on behalf of the Employers and the Unions on behalf of its members acknowledge that ageing in place and legislative changes which took effect from 1 July 2014 require a review of the nursing structure, current staffing levels and skill mix in public aged care facilities, including those not covered by the Safe Patient Care Act. This is to ensure resident and quality care needs are met.
- 91.2** During the life of this agreement the VHIA and the Unions will review the existing staffing levels and skill mix in public aged care facilities with a view to including Health Care Workers or health assistants in nursing (including undergraduate employment model students) where appropriate.

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## **92. Demand Escalation Policy**

- 92.1** Each Employer will maintain and apply a demand escalation policy in accordance with this clause.
- 92.2** Demand escalation policies will be developed and revised in consultation with Employees and the Union.
- 92.3** Employers and the Union understand the potential impact unplanned increases in demand have on both patient and employee safety. The purpose of this clause is to promote:
- (a) safe patient care;
  - (b) staff safety; and
  - (c) a risk management framework in managing an increase in demand.
- 92.4 Principles of policy**
- (a) Health Services will experience unplanned increases in demand.
  - (b) The appropriate planning and recording of escalation plans will assist in responding to such demand and in the process promote the health and safety of staff and patients.
  - (c) Collaborative risk assessments should inform the development of such plans.
  - (d) Employees need to have access to escalation plans and the process for implementing the escalation plan so there is minimum delay in the Health Service responding to increases in demand.
  - (e) The operation of the escalation plan will be dependent on collaboration between Health Service nursing and midwifery senior managers and Ward/Unit Management on a shift by shift basis, taking into account matters including occupancy and patient acuity.
- 92.5** Each Employer will have policies, developed in consultation with Employees and the Union, which set out the precise process to be followed to ensure patient and staff safety when:
- (a) service demand is approaching capacity; and

- (b) there is an identified risk to patient or employee safety (examples of patient cohorts which potentially carry an additional risks are bariatric patients, cognitive impairment patients and aggressive patients).

**92.6** The policy will have considered relevant risk assessments, in particular where circumstances require nursing/midwifery care to be provided in an alternative environment, and relevant legislation, regulations or guidelines.

**92.7** The policy will encapsulate the principles set out in subclause 92.4 above and contain specific information which sets out the following:

- (a) the trigger point(s) for the activation of the policy, noting that these trigger points should act as an early warning system;
- (b) the accountabilities of those employees involved in the decision making process;
- (c) the process to be followed for those responsible for implementing the process, including the means to access additional, immediate and appropriate resources including appropriately qualified nursing staff;
- (d) the identification of any alternative environment whereby Nursing/midwifery care may be provided;
- (e) the process for orientating staff to the alternative area and the requirement to perform a risk assessment in circumstances where one has not been completed; and
- (f) the de-escalation process.

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## **93. Proposals to Vary Specific Matters**

### **93.1 Application**

- (a) This clause will apply to any proposal by an Employer or Employees to:
  - (i) implement an alternate On Call Allowance (Four Clear Days) (see clause 52);
  - (ii) implement alternative hours of work at clause 42 (Hours of Work), (excepting subclauses 42.2, 42.3, and 42.4); or
  - (iii) increase the number of rostered short shifts beyond the limit set by clause 47 (Avoidance and Management of Short Shifts) where the use of short shifts beyond that limit would have an EFT neutral effect.
- (b) Nothing in this clause:
  - (i) allows for the unilateral changing of an Employee's contract of employment; or
  - (ii) permits variations inconsistent with the minimum ratio requirements prescribed by or made under the Safe Patient Care Act.

### **93.2 Definitions**

In this clause:

- (a) **Affected Employee** means an Employee in the ward or unit to which the proposal relates.

- (b) **EFT neutral** means there is no reduction in nursing hours in a ward or unit as a result of the proposal to exceed the rostered short shift limit at 47 (Avoidance and Management of Short Shifts). That is, the nursing hours lost as a result of the additional short shifts are returned to the ward as part of the Proposal within the week of the applicable short shift unless otherwise agreed with the Affected Employees.

### **93.3 Written proposal (complying and non-complying proposal)**

The Employer will provide a written proposal to the Affected Employees and, at the same time, the Secretary of the ANMF. The proposal will address, where relevant, the considerations referred to in subclause 93.9 below.

### **93.4 Meaning of Complying Proposal**

In this clause a complying proposal is a proposal that:

- (a) is EFT neutral;
- (b) would, upon implementation, be compliant with the ratios prescribed by Divisions 1, 2 and 3 in Part 2 the Safe Patient Care Act; and
- (c) is not a non-complying proposal as described at subclause 93.7 below.

### **93.5 Consultation period – complying proposal**

A maximum of three weeks from the date of provision of the information in subclause 93.3 will be provided for consultation.

### **93.6 Implementing a complying proposal**

- (a) Genuine majority agree

Except as provided at (c), below, where a genuine majority of Affected Employees agree to a complying proposal at the local level it may be implemented from the beginning of the next roster period. Such agreement will not be unreasonably withheld.

- (b) Disputes

Should there be concern as to the 'genuine' nature of the agreement of the affected Employee, or agreement being unreasonably withheld, either party may progress such concerns through the Disputes Resolution Procedure within seven days of the view of the Affected Employees being determined. While the dispute resolution procedure is being conducted work will continue normally according to the usual practice that existed before the dispute, until the dispute is resolved.

- (c) Exception – flexible work arrangement

The requirement at subclause 93.6(a) does not apply where the complying proposal is facilitating a flexible work arrangement within the meaning of clause 16 (Flexible Working Arrangements). Following the consultation period at subclause 93.5, a complying proposal facilitating a flexible work arrangement may be implemented from the beginning of the next roster period.

### **93.7 Meaning of Non-Complying Proposal**

In this clause a non-complying proposal is a proposal about a matter at 93.1(a) that:

- (a) is not EFT neutral;



- (b) is non-compliant with the ratios prescribed by Divisions 1, 2 and 3 in Part 2 of the Safe Patient Care Act and, to be implemented would require a variation to the ratios using a method under Part 2, Division 4 of the Safe Patient Care Act;
- (c) reduces shift length; or
- (d) includes 12-hour shifts.

### **93.8 Implementation of a non-complying proposal**

- (a) A maximum of one month from the date of provision of the written proposal will be provided for consultation.
- (b) Where the Employer, the ANMF and the affected Employees agree, the proposal may be implemented from the beginning of the next roster period except where it is also necessary for a variation of ratios to be made under the Safe Patient Care Act. In order for the proposal to be effective the proposal will not be implemented until the ratio variation under the Safe Patient Care Act takes effect.
- (c) Where the Employee/s do not agree with an Employer's proposal, a secret ballot of affected Employees will be conducted. If the ballot does not endorse the proposed change, then the proposal will not proceed.

### **93.9 Considerations**

The following are considerations, where relevant, that must be addressed in relation to a proposal referred to in subclause 93.1:

- (a) 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;
- (b) the capacity of nursing/midwifery staff to complete their duties within existing work hours;
- (c) quality of care/clinical risk, including nurse/midwife 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);
- (d) occupational health and safety considerations such as physical environment and staff safety; and
- (e) Nursing/Midwifery engagement.

### **93.10 Preservation of Existing Workload Management Proposals**

A Workload Management proposal that was implemented prior to this Agreement coming into operation remains in effect, subject to the terms of this Agreement.

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## **94. Trainee Enrolled Nurses**

### **94.1 Application**

- (a) This clause applies only to the employment of a Trainee Enrolled Nurse undertaking a Diploma of Nursing in Traineeship mode where that Trainee at any time during their Training Contract forms part of a Local Agreement under the Safe Patient Care Act.

- (b) A Trainee who is initially engaged to be supernumerary at all times during their Training Contract, but subsequently forms part of a Local Agreement under the Safe Patient Care Act will for the entirety of their Training Contract be treated as a Trainee in accordance with this clause.

*Example:*

A Trainee 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 Local Agreement under the Safe Patient Care Act when this was not anticipated at the commencement of the Training Contract.

## 94.2 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.

## 94.3 Training Conditions

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

## 94.4 Employment Arrangements

- (a) A Trainee Enrolled Nurse who immediately prior to commencing the traineeship was an existing employee of the Employer will, 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 will be counted as service for the purposes of this Agreement or any other legislative entitlement.

#### **94.5 Employment Conditions for Trainees**

- (a) The rates of pay for a Trainee Enrolled Nurse engaged pursuant to this clause will be in accordance with Part I – Wages of Appendix 2, and will be the basis for the calculation of overtime and/or weekend rates prescribed by this Agreement.
- (b) A Trainee, whether full-time 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 an Enrolled Nurse will apply unless specifically varied by this clause.
- (d) A Trainee will not be on call during the period of their Training Contract.

#### **94.6 Limitations**

- (a) A Trainee Enrolled Nurse will be rostered so as to provide an 8 hour 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.
- (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 will be considered a full Enrolled Nurse for the purposes of the Agreement terms and conditions for the duration of the Training Contract.

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### **95. No Lift Co-ordinator**

- 95.1** A No Lift Co-ordinator other than an Employee classified in accordance with Grade QRED 2 in subclause 95.2 below will be paid at a Grade no less than their current classification and level.
- 95.2** An Employee appointed as a No Lift Co-ordinator in a position funded as a result of the correspondence set out at Appendix 7 will be classified in accordance with QRED 2 Grade and paid as such.

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### **96. Filling/Advertisement of Position**

- 96.1** The process for advertising and filling of vacancies will be as follows:
  - (a) Each ward/clinical unit will have a nurse/midwife staffing profile based on EFT Employees;
  - (b) Where a vacancy arises within that nurse/midwife 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; and
  - (c) The Employer will 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).

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

## PART K – OCCUPATIONAL HEALTH AND SAFETY

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### 97. OHS Preliminary

#### 97.1 Relationship to legislation

The provisions of this Part K of the Agreement will be read and interpreted in conjunction with the OHS Act, EO Act and WIRC Act and successors, provided where there is any inconsistency between this Agreement and the legislation referred to above, the legislation prevails to the extent of any inconsistency.

#### 97.2 Arrangement of this Part K

This part is arranged as follows:

- (a) OHS Preliminary (clause 97);
- (b) OHS Working Group (clause 98);
- (c) OHS Risk Management (clause 99);
- (d) Incident Reporting, Investigation and Prevention (clause 100);
- (e) Designated Work Groups (clause 101);
- (f) HSRs (clause 102);
- (g) Occupational Violence and Aggression Prevention and Management (clause 103); and
- (h) Workers' Compensation, Rehabilitation and Return To Work (clause 104).

#### 97.3 Definitions

For the purposes of this PART K of this Agreement:

- (a) **DWG** means designated work group as defined under the OHS Act as amended from time to time and may include Employees other than nurses and/or midwives.
- (b) **Incident** means an event or circumstance that led or could have led to unintended or unnecessary harm.
- (c) **Injury** means any physical or mental injury.
- (d) **Insurer** means an authorised agent as defined by the WIRC Act.
- (e) **Workplace** means workplace as defined under the OHS Act.

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## 98. Industry OHS Working Group

98.1 The Employers (and their representative), the Employees and the Unions will proactively cooperate in the development and recommendation of measures to improve occupational health and safety outcomes, with the intent of improving employee health and safety, prevent injury, illness and incapacity (and hence workers compensation payments), particularly with respect to the following:

- (a) safe patient and manual handling processes;

- (b) safe rostering practices and prevention of fatigue risks;
- (c) occupational violence and aggression prevention programs;
- (d) education for NUMs/ANUMs regarding management of employees; and
- (e) workplace bullying.

**98.2** The proactive cooperation described at subclause 98.1 with respect to the priorities identified above, will seek to achieve the following:

- (a) in the case of safe patient and manual handling processes, reduction of musculoskeletal injuries by identifying requirements for safe patient and manual handling programs including recommendation of principles and practices to prevent and reduce the associated risks;
- (b) in the case of safe rostering practices, identification of staff and patient safety risks associated with working hours, shift work, rostering practices and fatigue, including any preventable hazards; and recommendation of principles and practices to prevent and reduce the associated risks;
- (c) in the case of occupational violence and aggression prevention programs, ensuring the prevention and/or appropriate management of occupational violence to reduce associated injuries and illness, including the long term mental health implications of exposure to continuing violence and aggression, including recommendation of principles and practices to prevent and reduce the associated risks, consistent with the ANMF 10 Point Plan, and making recommendations to address these;
- (d) in the case Education and training of NUMs/ANUMs, appropriate understanding of management obligations in relation to occupational health and safety, workers compensation and return to work by identifying gaps and making recommendations to address these, and
- (e) in the case of workplace bullying, identification of bullying prevention principles and practices, including education on early identification and intervention, appropriate workplace behaviour/Code of Conduct and appropriate investigation and feedback processes, and making recommendations to implement these.

**98.3** As these matters are relevant to all employees and Employers covered by this Agreement, an Industry OHS Working Group will be established consisting of no more than three representatives from each of the following:

- (a) the Unions;
- (b) VHIA;
- (c) DOH; and
- (d) other attendees as agreed by members of the working party.

- 98.4** In the case of the Unions and VHIA, a representative may include a member.
- 98.5** The Industry OHS Working Group will commence meeting within three (3) months of the commencement of the Agreement, and will meet bi-monthly or otherwise by agreement between its members.
- 98.6** The Industry OHS Working Group will determine any actions it will undertake, in addition to the above priorities.
- 98.7** The Industry OHS Working Group will operate with the oversight of the SDPPWG and will produce annual reports to be provided to all parties on the progress, actions and recommendations resulting from the Group's work, with the first report to be delivered to the SDPPWG no more than 12 months after the first meeting.

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## **99. OHS Risk Management**

- 99.1** Those covered by this Agreement will take a proactive approach to the prevention and management of workplace injuries to the highest level of protection reasonably practicable 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.
- 99.2** Those covered by this Agreement recognise that consultation with nurses, midwives and their representatives is crucial to achieving a healthy and safe work environment. To this end, Employers will consult with nurses, midwives and their representatives around matters relating to health and safety in the workplace.
- 99.3** The Employer will implement the hierarchy of controls to control hazards and will eliminate the hazard at the source wherever practicable.
- 99.4** This Agreement recognises that hazards include, but are not limited to:
- (a) safe patient and manual handling;
  - (b) occupational violence and aggression;
  - (c) circumstances that give rise to adverse effects on psychological health, including bullying, workplace stress and fatigue;
  - (d) unsafe design and layout of health workplaces;
  - (e) slips, trips and falls;
  - (f) blood borne and other infectious diseases;
  - (g) sharps; and
  - (h) hazardous substances.
- 99.5** Employers will ensure Nurse Managers/Supervisors receive adequate education and support to ensure the following can occur:
- (a) the assessment of OHS risks;
  - (b) the undertaking of OHS incident investigations; and
  - (c) consultation with staff over OHS issues.
- 99.6** The Employer will provide such information, education, training and supervision to all Employees of the Employer required to enable them to perform their work in a manner which is safe and without risks to health. This will occur on a regular basis as required to

enable Employees to remain informed in relation to health and safety hazards, policies and procedures.

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## **100. Incident Reporting, Investigation and Prevention**

- 100.1** The Employer will facilitate timely reporting of incidents by Employees, and ensure Employees who report incidents are appropriately supported.
- 100.2** Following an incident, the Employer will as soon as practicable:
- (a) provide the Employee/s with access to post incident support services;
  - (b) take appropriate action to prevent further injury to Employees;
  - (c) conduct an incident investigation in a timely manner and implement workplace controls to prevent the incident recurring; and
  - (d) provide information regarding the Employee's rights as relevant including the making and lodging of a workers compensation claim or reporting to police.
- 100.3** The Employer will provide information, instruction and training to Employees and management staff regarding the importance of timely reporting, procedures regarding incident reporting, and linking this to incident investigation and prevention.

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## **101. Designated Work Groups**

- 101.1** Where Union members constitute the majority of the workforce within a designated work group, the Employer will establish and maintain a system of DWGs in consultation with Employees and the Unions.
- 101.2** In determining the particulars of DWGs (including number of HSRs), the following considerations will, where practicable, be taken into account:
- (a) the specific needs, conditions and hazards affecting Employees in the area(s) concerned;
  - (b) the working arrangements, including shiftwork, of Employees in the area(s) concerned;
  - (c) the accessibility of health and safety representatives to Employees in the area(s) concerned; and
  - (d) the geographical layout of the workplace.

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## **102. HSRs**

### **102.1 HSR(s) Election Process**

- (a) All Employees in the relevant DWG will be given the opportunity to nominate for a position as an HSR.
- (b) Where there is more than one nominee for any vacancy of an HSR position, the method of conducting the election will be determined by the Employees of the DWG concerned. Either the ANMF or HSU will, where requested by the staff, conduct the election.
- (c) If there are equivalent nominees to positions vacant then the candidate(s) will be elected unopposed.



- (d) The Employer will maintain a current list of DWGs as well as the name(s) of the elected HSR(s) for each DWG and will display this in a prominent place in the workplace at all times.
- (e) Employers will provide a copy of the DWG list, with the names of the HSR(s), their respective election dates and training dates to the respective Union at least annually or within 28 days of receiving a written request from either of the Unions.

## **102.2 HSR Training**

- (a) HSRs will be entitled and encouraged to attend a WorkSafe Victoria approved course as soon as practicable following their election.
- (b) The Employer will permit HSRs to take such time as is necessary or prescribed to attend occupational health and safety training courses approved by WorkSafe Victoria.
- (c) HSRs will have the right to choose which course to attend, provided it is a WorkSafe Victoria approved course. An Employer will not prevent or obstruct an HSR from attending a course chosen by them.
- (d) When attending an approved course, HSRs will be paid as per their roster, that is, the normal or 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 HSR been at work.
- (e) Where HSRs attend an approved course outside their normal working hours or roster, they will 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 an HSR:
  - (i) normally works two days a week, and 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.
- (f) Rosters or shifts prior to or post HSR training will be altered where necessary to ensure that HSRs are not exposed to extra risks from fatigue due to working extended hours or shiftwork while attending a training course.
- (g) The Employer is responsible for payment of course fees, travel costs and accommodation for HSR attendance at WorkSafe Victoria approved courses.

## **102.3 Facilities for HSRs**

- (a) HSRs will 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 OHS Act.
- (b) Health and safety representatives will have reasonable time release from duty to perform their functions and duties as is necessary or prescribed under the OHS Act.

## **102.4 Health and Safety Committees**

Health and safety committees will be established where requested by a HSR.

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## **103. Occupational Violence and Aggression Prevention and Management**

### **103.1 Prevention and Management of Occupational Violence and Aggression**

Employees are entitled to be provided a workplace free of occupational violence and aggression (**OVA**).

### **103.2 Occupational Violence and Aggression Prevention**

- (a) VHIA, Employers, Unions and Employees support action to end violence and aggression in Victoria's public health system. This requires an inclusive, integrated approach both at an industry and individual health service level.
- (b) Each Employer will have an action plan, which will be subject to ongoing review, to address occupational violence and aggression.
- (c) Any action plan will:
  - (i) outline the actions necessary to improve security;
  - (ii) implement proactive measures to identify and address risks;
  - (iii) ensure a reporting culture and mechanisms to assist in investigation; and
  - (iv) provide appropriate support following workplace incidents.
- (d) The action plan will be consistent with the:
  - (i) ANMF 10 Point Plan to End Violence and Aggression; and
  - (ii) WorkSafe Guidance note relevant to occupational violence and aggression.
- (e) In developing or reviewing an action plan the Employer will consult with HSRs, the Unions and affected Employees to identify any gaps having regard for the requirements at (c).
- (f) The Employer will designate an occupational health and safety committee (which may be an existing committee) as responsible for overseeing the actions required by this clause 103.
- (g) Upon written request either Union, an Employer will provide to requesting Union the following written information within four (4) weeks:
  - (i) the Employer's action plan or, where it does not have one, how it is developing an action plan;
  - (ii) the name of the Committee responsible for oversight of occupational violence and aggression issues including the contact details of the Committee chair;
  - (iii) where the Committee at (ii) establishes a sub-committee or working party for the purpose of giving effect to the obligations under this clause 103, the name of the sub-committee or working party and the contact details of the Chair;
  - (iv) details of the Employer's program/system for addressing occupational violence and aggression including relevant policies; and

- (v) other material relevant to the Employer's program/system for addressing occupational violence and aggression and/or action plan.
- (h) Upon request by either Union, the Employer will invite the requesting Union to attend and participate in meetings of the relevant committee established or convened for the purpose of giving effect to this clause 103.

### **103.3 Employers with Existing Policies**

An Employer who, at the time this Agreement comes into operation, has policies that directly address the prevention and management of occupational violence and aggression will:

- (a) regularly (at least every 12 months) review the policy/policies through the occupational health and safety committee(s) (including HSRs) and OH & S consultation mechanisms applying at the Employer, with specific consideration to an OHS Risk Management approach, and the ANMF 10 Point Plan to prevent violence and aggression;
- (b) ensure that Employees are provided with the policies and are advised of any change;
- (c) ensure that Employees receive periodic refresher training regarding occupational violence and aggression issues including the policies;
- (d) upon request, provide a copy of existing policies to the Unions or other Employee representative; and
- (e) upon request, meet with the Unions or other Employee representative for consultation regarding the policies, their application and implementation.

**103.4** Nothing in this clause limits an Employer from doing anything to support the reduction and prevention of occupational violence and aggression.

### **103.5 Key Principles**

In developing, reviewing and implementing policies, the following matters will be considered:

- (a) security;
- (b) risk identification;
- (c) the development of patient care plans;
- (d) incident reporting, investigation and action;
- (e) workplace design;
- (f) training;
- (g) integration of policies and procedures;
- (h) post incident support;
- (i) application across all health disciplines; and
- (j) empowering staff to expect a safe workplace.

### **103.6 Continuous Improvement**

- (a) The Employer will undertake regular (at least six-monthly) audits of their occupational violence and aggression management strategy, considering the ANMF 10 Point Plan to end violence and aggression, in consultation with HSRs and clinical care staff.
- (b) The Employer will provide the results of such audits and the action plan to their HSR and, upon request, Job Representatives, for review and discussion at the committee or working group referred to at 103.2(f).
- (c) Further external developments regarding the prevention and management of occupational violence and aggression will occur during the life of the Agreement. They may include but not be limited to:
  - (i) baseline standards for security; and
  - (ii) incident reporting systems.
- (d) Employers will continue to review, consult and update their response to occupational violence and aggression to take into account developments that may result in the continued improvement of its response.

### **103.7 OVA Reporting**

- (a) The Employer will make the following information available to the committee designated at 103.2(f):
  - (i) the number of code greys and code black and other alerts relating to risk of violence;
  - (ii) the overall number of reported incidents of OVA;
  - (iii) the number of incidents that have resulted in injury to staff, patients and visitors and/or the number of incidents that have resulted in property damage where available; and
  - (iv) systematic recommendations and actions affecting risk management and OVA.
- (b) The Employer will, in consultation with the elected HSR, conduct workplace violence audits.

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## **104. Workers' Compensation, Rehabilitation and Return to Work**

### **104.1 Workers Compensation Information**

- (a) The Employer will display and make available the WorkSafe Victoria "If You Are Injured at Work" Poster, as amended from time to time.
- (b) The Employer will provide a copy of the poster (A4 version) to Employees as soon as they report an incident that may give rise to an injury to themselves

### **104.2 Accident Make-Up Pay**

See clause 29.

### **104.3 Attendance at medical appointments**

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:

- (a) take the time as paid personal/carer's leave (subject to having sufficient accrued leave); or
- (b) 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.

### **104.4 Return to Work**

- (a) This clause shall apply to an employee not performing their normal duties due to a work related injury to which the WIRC Act applies.
- (b) The Employer will appoint a Return to Work Co-ordinator who will have sufficient knowledge of occupational rehabilitation legislation, regulations and guidelines to undertake the task.
- (c) The Employer will develop an appropriate return to work plan as soon as medically appropriate in consultation with the injured Employee concerned, their treating doctor and health professionals providing treatment or services to the injured Employee.
- (d) The Employer will assist injured Employees to remain at work or return to work in suitable employment as soon as medically appropriate after injury. The Employer will 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 will also take into account the Employee's place of residence and pre-injury hours of work.
- (e) Without limiting the content of the return to work plan, the plan will include, but not be limited to a return to work program signed by the Employer, Employee and treating doctor which covers:
  - (i) the estimated date of the return to work;
  - (ii) the position title;
  - (iii) the duties and hours of work to be offered;
  - (iv) the nature of the incapacity and any medical restrictions;
  - (v) the applicable classification and pay rate;
  - (vi) steps to be taken to facilitate the return to work; and
  - (vii) the date or dates for regular review.
- (f) The return to work plan may also consider:
  - (i) subject to approval by the insurer, any personal and household services required, including modifications to the home or car, household help, counselling, aids or appliances, transportation costs, etc.; and

- (ii) subject to approval by the insurer, any occupational rehabilitation services, including modifications to the workplace, home or car which will apply, equipment to be provided at the workplace, etc.
- (g) The return to work plan will be reviewed at least monthly or more regularly as needed, in consultation with the injured Employee and other relevant parties.
- (h) Employees will have the right to have a support person 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 will advise the Employee that he/she may have a representative present. The Employer will where practicable provide to the Employee at least seven days' notice of such interviews occurring.
- (i) The Employer will 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.
- (j) A Union representative may be involved in any negotiations or discussions regarding any such proposed changes, at the request of the Employee.
- (k) The Employer and the Employee will cooperate 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 WIRC Act will apply.
- (l) Employers are not to attend any medical assessments with injured workers where capacity is being assessed or a treating plan is being developed unless specifically requested by the Employee to do so. This prohibition does not apply appointments specifically for the development of a RTW plan.

#### **104.5 Rehabilitation, Re-training and Re-education**

- (a) The Employer 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 Victorian WorkSafe to its agents. Approval for such re-training or re-education may be requested by the Employee, their treating practitioner, or any other Victorian WorkSafe approved service provider, individual or agency, on behalf of the Employee.
- (b) 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 will ensure the Employee is advised of all vacancies as they become available.

# PART L – INTERACTION WITH SAFE PATIENT CARE ACT AND RELATED MATTERS

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## 105. Interaction with the Safe Patient Care Act

- 105.1 The provisions in subclauses 105.3 to 105.6 (inclusive) below will commence operation if either of the following conditions is met:
- (a) the Safe Patient Care Act is repealed or otherwise ceases to operate as a law of the State of Victoria; or
  - (b) a Care/Ratio Detriment Notice comes into effect pursuant to subclause 105.2(e) below.

In this clause 105, Incorporation Date means the date on which either of the conditions in subclause 105.1(a) or (b) is met.

### 105.2 Care/Ratio Detriment Notice

- (a) If the Secretary of the ANMF (Victorian Branch) (**Secretary**) is satisfied that the Safe Patient Care Act has been amended or its operation varied by reason of any Act or Subordinate Instrument (**care/ratio change**) in such a manner as to be likely to result in a detriment to the level of safe patient care and nurse/midwife to patient ratios facilitated by the Safe Patient Care Act she/he may issue a notice (**Care/Ratio Detriment Notice**).
- (b) A Care/Ratio Detriment Notice will be filed with the Commission and served on the VHIA, the Department Head of DOH and each Employer to which this Agreement applies.
- (c) A Care/Ratio Detriment Notice must be filed and served within 60 days of the coming into effect of the care/ratio change concerned and must specify the care/ratio change.
- (d) A failure or deficiency in service under subclauses 105.2(b) or 105.2(e)(ii) will not affect the validity and effect of the Care/Ratio Detriment Notice or the withdrawal of that Notice if properly filed with the Commission.
- (e) The Care/Ratio Detriment Notice will come into effect as follows:
  - (i) The Care/Ratio Detriment Notice will come into effect 7 days after it is filed with the Commission unless, during that 7 day period (Notification Period), the VHIA files with the Commission and serves on the Secretary, a consultation request. If a consultation request is served in the Notification Period, then subclause 105.2(e)(ii) will apply.
  - (ii) Upon filing a consultation request pursuant to subclause 105.2(e)(i), a period of 14 days will be allowed for consultation to occur (**Consultation Period**). During the Consultation Period the Secretary or delegate and the VHIA will consult in good faith in relation to the care/ratio change and the Care/Ratio Detriment Notice. The Department Head or delegate of DOH may be involved in these consultations. The Secretary may withdraw the Care/Ratio Detriment Notice at any time during the Consultation Period by filing correspondence to this effect with the Commission and serving it on the VHIA, the Department Head of DOH and each Employer to which this Agreement applies. Unless withdrawn during the Consultation

Period, the Care/Ratio Detriment Notice will come into effect on the day after the end of the Consultation Period.

- (f) The Secretary in determining their satisfaction as to detriment under subclause 105.2(a) will have regard to the following:
- (i) any representation made by persons affected by the care/ratio impact change;
  - (ii) the likely effect of the care/ratio impact change on the provision of safe patient care;
  - (iii) the likely effect of the care/ratio impact change on nursing/midwifery workloads; and
  - (iv) the purpose and reasons for the care/ratio impact change (if any) provided to the Parliament.
- (g) Nothing in subclauses 105.1 or 105.2 or any act or failure to act under subclauses 105.1 or 105.2 will be subject to the Dispute Resolution Procedure in this Agreement or otherwise be subject to review.

**105.3** If either of the conditions in subclauses 105.1(a) or (b) is met,

- (a) sections 3, 4 and 5 of Part 1, Part 2 and Schedules 1, 2 and 3 of the Safe Patient Care Act and any associated Regulations as in force immediately prior to:
- (i) the date the Safe Patient Care Act is repealed or otherwise ceases to operate as a law of the State of Victoria; or
  - (ii) the date of the care/ratio change in respect of which a Care/Ratio Detriment Notice was issued under subclause 105.2(a),
- will be incorporated as terms of this Agreement with effect from the Incorporation Date;
- (b) the ratios in force by operation of any re-distribution or variation or agreement under Part 2 – Division 4 or by the operation of sections 47, 48 or 49 of the Safe Patient Care Act as in force immediately prior to:
- (i) the date the Safe Patient Care Act is repealed or otherwise ceases to operate as a law of the State of Victoria; or
  - (ii) the date of the care/ratio change in respect of which a Care/Ratio Detriment Notice was issued under subclause 105.2(a),
- will be incorporated as terms of this Agreement with effect from the Incorporation Date;
- (c) references in this Agreement to the Safe Patient Care Act, other than the references in subclauses 4.4 and 6.4, and clause 105 (Interaction with the Safe Patient Care Act) are to be read as the Safe Patient Care Act as incorporated by subclauses 105.3(a) and 105.3(b) with effect from the Incorporation Date; and
- (d) the Agreement is to operate to the complete exclusion of any inconsistent State laws with effect from the Incorporation Date.



- 105.4** For the purposes of this clause 105, 'Safe Patient Care Act as incorporated' means those parts of the Safe Patient Care Act and associated Regulations incorporated pursuant to subclause 105.3.
- 105.5** The terms of the Safe Patient Care Act as incorporated into this Agreement pursuant to subclause 105.3, will operate in conjunction with the terms of the Agreement, provided that where there is an inconsistency between the Safe Patient Care Act as incorporated and other provisions of this Agreement, the terms of the Safe Patient Care Act as incorporated, will prevail.
- 105.6** Any dispute as to how any provision of the Safe Patient Care Act as incorporated, operates or operates in conjunction with the Agreement, may be progressed through clause 13 (Dispute Resolution Procedure) of this Agreement. In exercising its powers in relation to such a dispute under clause 13, the Commission:
- (a) must take into account the objects of the Safe Patient Care Act as incorporated pursuant to subclause 105.3;
  - (b) may, if necessary, take into account the intention of Parliament as expressed in the explanatory memorandum to the *Safe Patient Care (Nurse to Patient and Midwife to Patient Ratios) Bill 2005* (Vic); and
  - (c) may only, if the dispute is in respect of a variation to the ratios made in accordance with the Safe Patient Care Act as incorporated by subclause 105.3, consider whether consultation in good faith has occurred. Accordingly, clinical aspects of the variation remain the sole responsibility and accountability of the Employer and are not subject to consideration by the Commission.

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## **106. Undergraduate Employment Models**

### **106.1 Definition**

A **Registered Undergraduate Student of Nursing** or **RUSON** for the purposes of this clause is a person currently enrolled at a University to undertake undergraduate nursing study, who is registered with Ahpra as a student nurse, and who at commencement, has successfully completed not less than 12 months of the Bachelor of Nursing Degree.

A **Registered Undergraduate Student of Midwifery** or **RUSOM** for the purposes of this clause is a person currently enrolled at a University to undertake undergraduate midwifery study, who is registered with Ahpra as a student midwife, and who at commencement, has successfully completed not less than 12 months of the Bachelor of Midwifery Degree or not less than two years of the Bachelor of Nursing and Midwifery dual degree.

### **106.2 Implementation of Registered Undergraduate Student of Nursing Employment Model**

By agreement between the Employer and the ANMF, an Employer may implement a Registered Undergraduate Student of Nursing/Midwifery Employment Model. It is at the discretion of each Employer as to whether they participate in the Registered Undergraduate Student of Nursing/Midwifery Employment Model.

### **106.3 Employment of RUSONs/RUSOMs**

- (a) RUSON/RUSOM participants will be employed on a fixed term basis and employment will conclude:
  - (i) when the Employee terminates their employment;
  - (ii) on being granted registration as a Registered Nurse or Registered Midwife; or

- (iii) when the Employee withdraws, defers from or fails their undergraduate degree.
- (b) The number of student nurses/midwives utilised will not exceed one student per ward, per shift, and one additional student nurse/midwife may be utilised where the ward exceeds 30 beds by 10% or more.
- (c) RUSON/RUSOM Employees will have performance appraisals conducted in accordance with hospital policy.
- (d) In order to balance the RUSONs/RUSOMs academic obligations and the needs of the Employer, the rostered work of students will be in shifts of not less than four hours on day or evening shifts, or 10 hours on night shifts, Monday to Sunday.
- (e) RUSONs/RUSOMs will be delegated activities and aspects of care by a Registered Nurse/Registered Midwife and supervised in providing the delegated activity by the Registered Nurse/Registered Midwife. The RUSON/RUSOM must at all times work under the delegation and supervision of the Registered Nurse/Registered Midwife.
- (f) RUSONs/RUSOMs will not be given sole patient allocation but instead work with one or more nurses in the provision of care to a group of patients.

**106.4 Rate of pay for RUSONs/RUSOMs**

A RUSON/RUSOM will be paid on the following basis:

<b>Year of employment as a RUSON/RUSOM</b>	<b>Percentage of Grade 2 Year 1 rate of pay set out in Part 1 of Appendix 2</b>
RUSON/RUSOM – Year 1	75%
RUSON/RUSOM – Year 2	80%
RUSON/RUSOM – Year 3 and if relevant subsequent years	85%

Note: a "Year" for the purpose of this clause refers to a year of employment, not a Year of Experience.

**106.5 Other terms and conditions for RUSONs/RUSOMs**

All other terms and conditions of employment will be those applying to a Registered Nurse/Registered Midwife under this Agreement except where this clause explicitly says otherwise.

**106.6 Continuity of service**

Continuity of Service as a Registered Nurse/Registered Midwife will include any period of service in the program, provided any gap between employment as a student and commencement of employment as a Registered Nurse/Registered Midwife is less than 12 months.

**106.7 Working Party**

- (a) A Working Party will be established comprising representatives of the ANMF, the Employer and, if practicable, the participating University/s.

- (b) The Working Party will, prior to commencement of the model, agree on:
  - (i) the participating wards/units;
  - (ii) ensure the RUSON/RUSOM works within the Position Description, the Core activity list, and the Exclusion List;
  - (iii) education and training of registered and enrolled nurses regarding the new role; and
  - (iv) the terms of the evaluation of the program.

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## **107. Midwifery Continuity of Care Models**

### **107.1 Safe Patient Care Act**

Nothing in this clause permits variations inconsistent with the minimum ratio requirements prescribed by or made under the Safe Patient Care Act.

### **107.2 Definition**

In this clause Local Health Agency Committee (**LHAC**) means a committee comprising equal numbers of local ANMF representatives and local Employer representatives.

### **107.3 Introducing a Midwifery Continuity of Care Model**

- (a) An Employer may propose to introduce a Midwifery Continuity of Care Model (**Proposal**).
- (b) The Employer will notify:
  - (i) LHAC; and
  - (ii) the ANMF Secretary in writing.
- (c) The LHAC will be consulted on the Proposal.
- (d) Following consultation with the LHAC, the Employer will distribute the Proposal, including any amendments arising from consultation, to affected midwives (including those midwives who may not participate in the model) and a secret ballot will occur to determine whether the Proposal is accepted.
- (e) All proposals must take into account and address the guidelines set out at subclause 107.4 below.

### **107.4 Guidelines for Midwifery Continuity of Care Models**

The guidelines for Midwifery Continuity of Care Models are as follows:

- (a) Models should aim for continuity of care including pre-natal care, labour and birth care, post-natal and community care.
- (b) 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.

- (c) 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.
- (d) 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.
- (e) Clinically effective arrangements will be maintained at all times to ensure optimal client outcomes.
- (f) Local arrangements are to be agreed and resourced to ensure compliance with this Arrangement (save as to remuneration, the options for which are set out below).
- (g) Average full-time day standard of 8 hours to be the objective with the absolute maximum of 12 hours.
- (h) Midwives to be provided with sufficient flexibility to meet client needs in accordance with local arrangements and this Agreement.
- (i) The proposal will ensure that handover to another midwife (which may include a midwife not participating in the model) will be available between 8 and 12 hours of duty.
- (j) The 4 days clear of duty and on call provided for in this Agreement to apply.
- (k) 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.
- (l) Full indemnity arrangements to be maintained by the Employer.
- (m) Vehicle provided or relevant vehicle allowance payable.
- (n) Professional development support to be available as per this Agreement, with additional support to be agreed between the Employer and Employee, as required.
- (o) Appropriate occupational health and safety provisions, including no lift/violence and aggression/communication/equipment/etc.
- (p) The model will not in any way operate to reduce or preclude the provision of MCH nursing services to clients.
- (q) 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.

#### **107.5 Remuneration**

- (a) Midwives participating in the Midwifery Continuity of Care Model will receive a commuted loading on salary, based on the actual number and pattern of hours worked, in lieu of applicable:
  - (i) public holiday penalties;

- (ii) Saturday and Sunday penalties;
  - (iii) recall and overtime;
  - (iv) on call allowance;
  - (v) shift allowance;
  - (vi) telephone recall; and
  - (vii) annual leave loading paid as "projected roster".
- (b) The commuted loading under this clause is the greater of:
- (i) 32% of the Employee's salary; or
  - (ii) if at the time the Agreement comes into effect the Employee receives a commuted loading greater than 32%, the existing loading.
- (c) All other entitlements set out in this Agreement will apply.
- (d) The commuted loading will be paid in addition to the ordinary time rate of pay during all periods of annual leave.

#### **107.6 Commuted loading review**

During the life of this Agreement, the VHIA, on behalf of the Employers, and the ANMF, on behalf of the Employees, will jointly undertake audits of Employers using Commuted Loading to determine the percentage loading that most accurately reflects the following entitlements otherwise payable:

- (a) public holiday penalties;
- (b) Saturday and Sunday penalties;
- (c) recall and overtime;
- (d) on call allowance;
- (e) shift allowance;
- (f) telephone recall; and
- (g) annual leave loading paid as "projected roster",

is the same as the commuted loading.

#### **107.7 Midwives not in the model**

- (a) Participation in the model for midwifery staff is voluntary. Subject to operational requirements (e.g. where a midwife has been replaced on the ward whilst participating in the model) midwives will be able to elect to participate/cease participating in the model provided adequate notice is provided. No midwife will lose their job by reason of the introduction of a Continuity of Care Model.
- (b) Details of arrangements for midwives not entering the new model will be contained within the proposal. Whether working in a new model or not, arrangements will 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.

#### **107.8 Advertising Positions in the Model**

Once a proposal has been implemented by an Employer in accordance with this clause, the Employer will be entitled to advertise for new Employee midwives to participate exclusively in the model(s) and subclause 107.7(a) above will not apply, i.e. the newly employed midwives would not be able to elect to cease participating in the model.

#### **107.9 Evaluation**

- (a) Where a Midwifery Continuity of Care Model is introduced, nursing/midwifery management, ANMF nominated representatives and relevant staff will:
  - (i) during the first 12 months conduct an informal review on a monthly basis; and
  - (ii) no later than 12 months after the introduction of the model, conduct a comprehensive formal review with further reviews at agreed intervals thereafter.
- (b) 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 subclause 107.9(a) above.

#### **107.10 Dispute Resolution**

- (a) In the event of any dispute arising between an Employer and the ANMF relating to the continuation or implementation of midwifery continuity of care models and this clause, it will in the first instance be referred to ANMF/VHIA/DOH for consideration and consultation.
- (b) In the event the dispute is unable to be resolved in accordance with subclause 107.10(a) above, it will be processed in accordance with the Dispute Resolution Procedures of this Agreement.

**SIGNATURES**

**SIGNED** for and on behalf of each of the **EMPLOYERS** referred to in Appendix 1 by the authorised representatives of the **Victorian Hospitals' Industrial Association** in the presence of:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name (print)

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Name of Witness (print)

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

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name (print)

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Name of Witness (print)

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

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name (print)

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Name of Witness (print)



## **APPENDIX 1 – LIST OF EMPLOYERS**

### **Divisions 1-3**

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 Health
10. Beaufort and Skipton Health Service
11. Beechworth Health Service
12. Benalla Health
13. Bendigo Health Care Group (Trading as Bendigo Health)
14. Boort District Health
15. Calvary Health Bethlehem Hospital Limited
16. Casterton Memorial Hospital
17. Castlemaine Health
18. Central Gippsland Health Service
19. Central Highlands Rural Health
20. Cohuna District Hospital
21. Colac Area Health
22. Corryong Health
23. Darlingford Upper Goulburn Nursing Home
24. Dental Health Services Victoria
25. Djerriwarrh Health Services
26. East Grampians Health Serv (Trading as East Grampians Health Services)
27. East Wimmera Health Service
28. Eastern Health

29. Echuca Regional Health
30. Edenhope & District Memorial Hospital
31. Ensay Bush Nursing Centre
32. Gippsland Southern Health Service
33. Goulburn Valley Health
34. Great Ocean Road Health
35. Heathcote Health
36. Hesse Rural Health Service
37. Heywood & District Memorial Hospital (Trading as Heywood Rural Health)
38. Indigo North Health Inc
39. Inglewood & District Health Service
40. Red Cliffs and Community Aged Care Services Inc (Trading as Jacaranda Village)
41. Kerang District Health
42. Kilmore & District Hospital
43. Kooweerup Regional Health Services
44. Kyabram and District Health Service
45. Latrobe Regional Hospital
46. Lyndoch Living Limited
47. Maldon Hospital
48. Mallee Track and Health Community Service (Trading as Mallee Track Health and Community Service)
49. Mansfield District Hospital
50. Maryborough District Health Service
51. Melbourne Health
52. Mercy Hospitals Victoria Limited
53. Mildura Base Hospital
54. Monash Health
55. Moyne Health Services
56. NCN Health
57. Northeast Health Wangaratta
58. Northern Health

59. Omeo District Health
60. Orbost Regional Health
61. Peninsula Health
62. Peter MacCallum Cancer Institute
63. Portland District Health
64. The Queen Elizabeth Centre
65. Robinvale District Health Services
66. Rochester & Elmore District Health Service
67. The Royal Children's Hospital
68. The Royal Victorian Eye & Ear Hospital
69. The Royal Women's Hospital
70. Rural Northwest Health
71. Seymour Health
72. South Gippsland Hospital
73. South West Healthcare
74. St Vincent's Hospital (Melbourne) Limited
75. Stawell Regional Health
76. Swan Hill District Health
77. Tallangatta Health Service
78. Terang and Mortlake Health Service
79. Timboon & District Health Care Service
80. Tweddle Child & Family Health Service
81. West Gippsland Healthcare Group
82. West Wimmera Health Service
83. Western District Health Service
84. Western Health
85. Wimmera Health Care Group
86. Yarram and District Health Service
87. Yarrawonga Health
88. Yea and District Memorial Hospital

### **Stand Alone Community Health Centres**

89. Access Health and Community
90. Ballarat Community Health
91. Banyule Community Health
92. Bellarine Community Health Ltd
93. Bendigo Community Health Services Ltd
94. Castlemaine District Community Health Limited (Trading as CHIRP Community Health)
95. Central Bayside Community Health Services Limited
96. Cobaw Community Health Services Limited
97. Cohealth Ltd
98. Bentleigh Bayside Community Health (Trading as Connect Health and Community)
99. DPV Health Ltd
100. EACH
101. Gateway Health
102. Gippsland Lakes Complete Health Limited
103. Grampians Community Health
104. Ranges Community Health (Trading as Inspiro)
105. IPC Health Ltd
106. Latrobe Community Health Service Limited
107. Link Health and Community Limited
108. Merri Community Health Services Limited (Trading as Merri Health)
109. Nexus Primary Health
110. Nillumbik Community Health Service Ltd
111. North Richmond Community Health Limited
112. Northern District Community Health
113. Primary Care Connect
114. Star Health Group Limited
115. Sunbury Community Health Centre
116. Sunraysia Community Health Services Limited
117. Darebin Community Health Service (Trading as Your Community Health)

## APPENDIX 2 – WAGES AND ALLOWANCES

Appendix 2A: All classifications, grades and salaries (excludes transitional, redundant and holding classifications).

### PART 1 – WAGES

CLASSIFICATION	CODE	GRADE	Comm RATE 01/04/2019	01/12/2020	01/12/2021	01/12/2022
TRAINEE YEAR 1	IB40	TEN 1	\$885.20	\$911.80	\$939.20	\$967.40
TRAINEE YEAR 2	IB41	TEN 2	\$958.10	\$986.80	\$1,016.40	\$1,046.90
EN LEVEL 1 Year 1	IB60	EN 1.1	\$1,048.60	\$1,080.10	\$1,112.50	\$1,145.90
EN LEVEL 1 Year 2	IB61	EN 1.2	\$1,070.10	\$1,102.20	\$1,135.30	\$1,169.40
EN LEVEL 1 Year 3	IB62	EN 1.3	\$1,091.40	\$1,124.10	\$1,157.80	\$1,192.50
EN LEVEL 1 Year 4	IB63	EN 1.4	\$1,113.00	\$1,146.40	\$1,180.80	\$1,216.20
EN LEVEL 1 Year 5	IB64	EN 1.5	\$1,155.60	\$1,190.30	\$1,226.00	\$1,262.80
EN LEVEL 1 Year 6	IB65	EN 1.6	\$1,191.50	\$1,227.20	\$1,264.00	\$1,301.90
EN LEVEL 2 Cert IV Year 1	IB66	EN 2.1	\$1,126.20	\$1,160.00	\$1,194.80	\$1,230.60

<b>CLASSIFICATION</b>	<b>CODE</b>	<b>GRADE</b>	<b>Comm RATE 01/04/2019</b>	<b>01/12/2020</b>	<b>01/12/2021</b>	<b>01/12/2022</b>
EN LEVEL 2 Cert IV Year 2	<b>IB67</b>	<b>EN 2.2</b>	\$1,151.30	\$1,185.80	\$1,221.40	\$1,258.00
EN LEVEL 2 Cert IV Year 3	<b>IB92</b>	<b>EN 2.3</b>	\$1,176.60	\$1,211.90	\$1,248.30	\$1,285.70
EN LEVEL 2 Cert IV Year 4	<b>IB93</b>	<b>EN 2.4</b>	\$1,201.70	\$1,237.80	\$1,274.90	\$1,313.10
EN LEVEL 2 Cert IV Year 5	<b>IB94</b>	<b>EN 2.5</b>	\$1,226.80	\$1,263.60	\$1,301.50	\$1,340.50
EN LEVEL 2 Cert IV Year 6	<b>IB95</b>	<b>EN 2.6</b>	\$1,239.50	\$1,276.70	\$1,315.00	\$1,354.50
EN LEVEL 2 Diploma Year 1	<b>IB68</b>	<b>EN 2.3</b>	\$1,176.60	\$1,211.90	\$1,248.30	\$1,285.70
EN LEVEL 2 Diploma Year 2	<b>IB69</b>	<b>EN 2.4</b>	\$1,201.70	\$1,237.80	\$1,274.90	\$1,313.10
EN LEVEL 2 Diploma Year 3	<b>IB70</b>	<b>EN 2.5</b>	\$1,226.80	\$1,263.60	\$1,301.50	\$1,340.50
EN LEVEL 2 Diploma Year 4	<b>IB71</b>	<b>EN 2.6</b>	\$1,239.50	\$1,276.70	\$1,315.00	\$1,354.50
EN LEVEL 2 Diploma Year 5 (with 5 routes)	<b>IB72</b>	<b>EN 2.7</b>	\$1,252.00	\$1,289.60	\$1,328.30	\$1,368.10
EN LEVEL 3 (SA)	<b>IB73</b>	<b>EN 3.1</b>	\$1,314.80	\$1,354.20	\$1,394.80	\$1,436.60
EN LEVEL 3 (with 4 routes)	<b>IB74</b>	<b>EN 3.2</b>	\$1,361.80	\$1,402.70	\$1,444.80	\$1,488.10

<b>CLASSIFICATION</b>	<b>CODE</b>	<b>GRADE</b>	<b>Comm RATE 01/04/2019</b>	<b>01/12/2020</b>	<b>01/12/2021</b>	<b>01/12/2022</b>
EN LEVEL 3 (with 5 routes)	<b>IB75</b>	<b>EN 3.3</b>	\$1,383.90	\$1,425.40	\$1,468.20	\$1,512.20
RUSON YEAR 1	<b>YP12</b>	<b>RUSON 1</b>	\$891.30	\$918.10	\$945.60	\$974.00
RUSON YEAR 2	<b>YP13</b>	<b>RUSON 2</b>	\$950.70	\$979.30	\$1,008.60	\$1,038.90
RUSON YEAR 3	<b>YP14</b>	<b>RUSON 3</b>	\$1,010.10	\$1,040.50	\$1,071.70	\$1,103.80
RUSOM YEAR 1	<b>YP15</b>	<b>RUSOM 1</b>	\$891.30	\$918.10	\$945.60	\$974.00
RUSOM YEAR 2	<b>YP16</b>	<b>RUSOM 2</b>	\$950.70	\$979.30	\$1,008.60	\$1,038.90
RUSOM YEAR 3	<b>YP17</b>	<b>RUSOM 3</b>	\$1,010.10	\$1,040.50	\$1,071.70	\$1,103.80
RN G2 Y1 STUD M/WIFE	<b>YO1</b>	<b>RN/M 1</b>	\$1,188.40	\$1,224.10	\$1,260.80	\$1,298.60
RN G2 Y2 STUD M/WIFE	<b>YO2</b>	<b>RN/M 2</b>	\$1,255.30	\$1,293.00	\$1,331.80	\$1,371.80
RN G2 Y3 STUD M/WIFE	<b>YO3</b>	<b>RN/M 3</b>	\$1,322.20	\$1,361.90	\$1,402.80	\$1,444.90
RN G2 Y4 STUD M/WIFE	<b>YO4</b>	<b>RN/M 4</b>	\$1,394.00	\$1,435.80	\$1,478.90	\$1,523.30

<b>CLASSIFICATION</b>	<b>CODE</b>	<b>GRADE</b>	<b>Comm RATE 01/04/2019</b>	<b>01/12/2020</b>	<b>01/12/2021</b>	<b>01/12/2022</b>
RN G2 Y5 STUD M/WIFE	<b>YO5</b>	<b>RN/M 5</b>	\$1,465.30	\$1,509.30	\$1,554.60	\$1,601.20
RN G2 Y6 STUD M/WIFE	<b>YO6</b>	<b>RN/M 6</b>	\$1,534.80	\$1,580.80	\$1,628.20	\$1,677.00
RN G2 Y7 STUD M/WIFE	<b>YO7</b>	<b>RN/M 7</b>	\$1,613.20	\$1,661.60	\$1,711.40	\$1,762.70
RN G2 Y8 STUD M/WIFE	<b>YO8</b>	<b>RN/M 8</b>	\$1,678.50	\$1,728.90	\$1,780.80	\$1,834.20
RN GRADE 2 YEAR 1 (Grad Year)	<b>YP2</b>	<b>RN/M 1</b>	\$1,188.40	\$1,224.10	\$1,260.80	\$1,298.60
RN GRADE 2 YEAR 2	<b>YP3</b>	<b>RN/M 2</b>	\$1,255.30	\$1,293.00	\$1,331.80	\$1,371.80
RN GRADE 2 YEAR 3	<b>YP4</b>	<b>RN/M 3</b>	\$1,322.20	\$1,361.90	\$1,402.80	\$1,444.90
RN GRADE 2 YEAR 4	<b>YP5</b>	<b>RN/M 4</b>	\$1,394.00	\$1,435.80	\$1,478.90	\$1,523.30
RN GRADE 2 YEAR 5	<b>YP6</b>	<b>RN/M 5</b>	\$1,465.30	\$1,509.30	\$1,554.60	\$1,601.20
RN GRADE 2 YEAR 6	<b>YP7</b>	<b>RN/M 6</b>	\$1,534.80	\$1,580.80	\$1,628.20	\$1,677.00
RN GRADE 2 YEAR 7	<b>YP8</b>	<b>RN/M 7</b>	\$1,613.20	\$1,661.60	\$1,711.40	\$1,762.70
RN GRADE 2 YEAR 8	<b>YP9</b>	<b>RN/M 8</b>	\$1,678.50	\$1,728.90	\$1,780.80	\$1,834.20



<b>CLASSIFICATION</b>	<b>CODE</b>	<b>GRADE</b>	<b>Comm RATE 01/04/2019</b>	<b>01/12/2020</b>	<b>01/12/2021</b>	<b>01/12/2022</b>
MIDWIFE GR 2 YR 1 (Grad Year)	<b>YS12</b>	<b>RN/M 1</b>	\$1,188.40	\$1,224.10	\$1,260.80	\$1,298.60
MIDWIFE GR 2 YR 2	<b>YS2</b>	<b>RN/M 2</b>	\$1,255.30	\$1,293.00	\$1,331.80	\$1,371.80
MIDWIFE GR 2 YR 3	<b>YS3</b>	<b>RN/M 3</b>	\$1,322.20	\$1,361.90	\$1,402.80	\$1,444.90
MIDWIFE GR 2 YR 4	<b>YS4</b>	<b>RN/M 4</b>	\$1,394.00	\$1,435.80	\$1,478.90	\$1,523.30
MIDWIFE GR 2 YR 5	<b>YS5</b>	<b>RN/M 5</b>	\$1,465.30	\$1,509.30	\$1,554.60	\$1,601.20
MIDWIFE GR 2 YR 6	<b>YS6</b>	<b>RN/M 6</b>	\$1,534.80	\$1,580.80	\$1,628.20	\$1,677.00
MIDWIFE GR 2 YR 7	<b>YS7</b>	<b>RN/M 7</b>	\$1,613.20	\$1,661.60	\$1,711.40	\$1,762.70
MIDWIFE GR 2 YR 8	<b>YS8</b>	<b>RN/M 8</b>	\$1,678.50	\$1,728.90	\$1,780.80	\$1,834.20
Research Nurse Level 1 Year 1	<b>RN10</b>	<b>RN/M 1</b>	\$1,188.40	\$1,224.10	\$1,260.80	\$1,298.60
Research Nurse Level 1 Year 2	<b>RN11</b>	<b>RN/M 2</b>	\$1,255.30	\$1,293.00	\$1,331.80	\$1,371.80
Research Nurse Level 1 Year 3	<b>RN12</b>	<b>RN/M 3</b>	\$1,322.20	\$1,361.90	\$1,402.80	\$1,444.90
Research Nurse Level 1 Year 4	<b>RN13</b>	<b>RN/M 4</b>	\$1,394.00	\$1,435.80	\$1,478.90	\$1,523.30
Research Nurse Level 1 Year 5	<b>RN14</b>	<b>RN/M 5</b>	\$1,465.30	\$1,509.30	\$1,554.60	\$1,601.20

<b>CLASSIFICATION</b>	<b>CODE</b>	<b>GRADE</b>	<b>Comm RATE 01/04/2019</b>	<b>01/12/2020</b>	<b>01/12/2021</b>	<b>01/12/2022</b>
Research Nurse Level 1 Year 6	<b>RN15</b>	<b>RN/M 6</b>	\$1,534.80	\$1,580.80	\$1,628.20	\$1,677.00
Research Nurse Level 1 Year 7	<b>RN16</b>	<b>RN/M 7</b>	\$1,613.20	\$1,661.60	\$1,711.40	\$1,762.70
Research Nurse Level 1 Year 8	<b>RN17</b>	<b>RN/M 8</b>	\$1,678.50	\$1,728.90	\$1,780.80	\$1,834.20
Research Midwife Level 1 Year 1	<b>RN18</b>	<b>RN/M 1</b>	\$1,188.40	\$1,224.10	\$1,260.80	\$1,298.60
Research Midwife Level 1 Year 2	<b>RN19</b>	<b>RN/M 2</b>	\$1,255.30	\$1,293.00	\$1,331.80	\$1,371.80
Research Midwife Level 1 Year 3	<b>RN20</b>	<b>RN/M 3</b>	\$1,322.20	\$1,361.90	\$1,402.80	\$1,444.90
Research Midwife Level 1 Year 4	<b>RN21</b>	<b>RN/M 4</b>	\$1,394.00	\$1,435.80	\$1,478.90	\$1,523.30
Research Midwife Level 1 Year 5	<b>RN22</b>	<b>RN/M 5</b>	\$1,465.30	\$1,509.30	\$1,554.60	\$1,601.20
Research Midwife Level 1 Year 6	<b>RN23</b>	<b>RN/M 6</b>	\$1,534.80	\$1,580.80	\$1,628.20	\$1,677.00
Research Midwife Level 1 Year 7	<b>RN24</b>	<b>RN/M 7</b>	\$1,613.20	\$1,661.60	\$1,711.40	\$1,762.70
Research Midwife Level 1 Year 8	<b>RN25</b>	<b>RN/M 8</b>	\$1,678.50	\$1,728.90	\$1,780.80	\$1,834.20
Note - each of these is an entry level						

<b>CLASSIFICATION</b>	<b>CODE</b>	<b>GRADE</b>	<b>Comm RATE 01/04/2019</b>	<b>01/12/2020</b>	<b>01/12/2021</b>	<b>01/12/2022</b>
DISTRICT NURSE Level 1	<b>YQ1</b>	<b>CN 2.1</b>	\$1,465.30	\$1,509.30	\$1,554.60	\$1,601.20
DISTRICT NURSE Level 1	<b>YQ2</b>	<b>CN 2.2</b>	\$1,534.80	\$1,580.80	\$1,628.20	\$1,677.00
DISTRICT NURSE Level 1	<b>YQ3</b>	<b>CN 2.3</b>	\$1,613.20	\$1,661.60	\$1,711.40	\$1,762.70
DISTRICT NURSE Level 1	<b>YF4</b>	<b>CN 2.4</b>	\$1,678.50	\$1,728.90	\$1,780.80	\$1,834.20
CLINICAL NURSE SPECIALIST	<b>YS9</b>	<b>CAPR 1</b>	\$1,746.70	\$1,799.10	\$1,853.10	\$1,908.70
CLINICAL MIDWIFE SPECIALIST	<b>RN26</b>	<b>CAPR 1</b>	\$1,746.70	\$1,799.10	\$1,853.10	\$1,908.70
CLIN SPEC STUD MIDW	<b>JC5</b>	<b>CAPR 1</b>	\$1,746.70	\$1,799.10	\$1,853.10	\$1,908.70
DISTRICT NURSE Level 2	<b>YU1</b>	<b>CN 3</b>	\$1,750.00	\$1,802.50	\$1,856.60	\$1,912.30
COMM HLTH NURSE	<b>ZJ1</b>	<b>CN 4</b>	\$1,800.00	\$1,854.00	\$1,909.60	\$1,966.90
Clinical Support Nurse	<b>RN28</b>	<b>QRED 1</b>	\$1,800.00	\$1,854.00	\$1,909.60	\$1,966.90

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Clinical Support Midwife	<b>RN29</b>	<b>QRED 1</b>	\$1,800.00	\$1,854.00	\$1,909.60	\$1,966.90
OCC HEALTH NURSE SOLE/SUPER	<b>YV7</b>	<b>QRED 1</b>	\$1,800.00	\$1,854.00	\$1,909.60	\$1,966.90
Research Nurse Level 2	<b>YU13</b>	<b>QRED 1</b>	\$1,800.00	\$1,854.00	\$1,909.60	\$1,966.90
HITH/PAC NURSE Level 1	<b>YU15</b>	<b>CAPR 2</b>	\$1,800.00	\$1,854.00	\$1,909.60	\$1,966.90
ANUM YEAR 1	<b>YW11</b>	<b>NM 1.1</b>	\$1,880.20	\$1,936.60	\$1,994.70	\$2,054.50
ANUM YEAR 2	<b>YW12</b>	<b>NM 1.2</b>	\$1,943.40	\$2,001.70	\$2,061.80	\$2,123.70
AMUM YEAR 1	<b>RN30</b>	<b>NM 1.1</b>	\$1,880.20	\$1,936.60	\$1,994.70	\$2,054.50
AMUM YEAR 2	<b>RN31</b>	<b>NM 1.2</b>	\$1,943.40	\$2,001.70	\$2,061.80	\$2,123.70
Educator (non-major) Year 1 and 2	<b>YW 4</b>	<b>QRED 2</b>	\$1,900.00	\$1,957.00	\$2,015.70	\$2,076.20

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COMM HLTH NURSE (sole)	<b>YW7</b>	<b>CN 5</b>	\$1,900.00	\$1,957.00	\$2,015.70	\$2,076.20
COMM HLTH MIDWIFE (sole)	<b>RN32</b>	<b>CN 5</b>	\$1,900.00	\$1,957.00	\$2,015.70	\$2,076.20
No Lift Co-ordinator	<b>RN33</b>	<b>QRED 2</b>	\$1,900.00	\$1,957.00	\$2,015.70	\$2,076.20
AST SUPER DISTRICT NURSING	<b>YX7</b>	<b>CN 5</b>	\$1,900.00	\$1,957.00	\$2,015.70	\$2,076.20
CLIN COORD DISTRICT NURSING	<b>YY4</b>	<b>CN 5</b>	\$1,900.00	\$1,957.00	\$2,015.70	\$2,076.20
LIAIS OFF DISTRICT NURSING	<b>YY7</b>	<b>CN 5</b>	\$1,900.00	\$1,957.00	\$2,015.70	\$2,076.20
CLIN NURSE CONS A	<b>ZF4</b>	<b>CAPR 3.1</b>	\$1,900.00	\$1,957.00	\$2,015.70	\$2,076.20
CLIN MIDWIFE CONS A	<b>RN34</b>	<b>CAPR 3.1</b>	\$1,900.00	\$1,957.00	\$2,015.70	\$2,076.20
HITH/PAC NURSE Level 2	<b>YW15</b>	<b>CAPR 3.1</b>	\$1,900.00	\$1,957.00	\$2,015.70	\$2,076.20

<b>CLASSIFICATION</b>	<b>CODE</b>	<b>GRADE</b>	<b>Comm RATE 01/04/2019</b>	<b>01/12/2020</b>	<b>01/12/2021</b>	<b>01/12/2022</b>
Educator (non-major) Year 3 and subseq	<b>YZ7</b>	<b>QRED 3</b>	\$2,000.00	\$2,060.00	\$2,121.80	\$2,185.50
Educator (major)	<b>RN35</b>	<b>QRED 3</b>	\$2,000.00	\$2,060.00	\$2,121.80	\$2,185.50
COMM HLTH (in-charge)	<b>ZA1</b>	<b>CN 6</b>	\$2,000.00	\$2,060.00	\$2,121.80	\$2,185.50
MAT&CHILD NURSE	<b>ZJ5</b>	<b>CAPR 3.2</b>	\$2,000.00	\$2,060.00	\$2,121.80	\$2,185.50
CLIN NURSE CONS B	<b>ZJ4</b>	<b>CAPR 3.2</b>	\$2,000.00	\$2,060.00	\$2,121.80	\$2,185.50
CLIN MIDWIFE CONS B	<b>RN36</b>	<b>CAPR 3.2</b>	\$2,000.00	\$2,060.00	\$2,121.80	\$2,185.50
Level 3 Research Nurse	<b>YX13</b>	<b>QRED 2</b>	\$2,000.00	\$2,060.00	\$2,121.80	\$2,185.50
Level 3 Research Midwife	<b>RN37</b>	<b>QRED 2</b>	\$2,000.00	\$2,060.00	\$2,121.80	\$2,185.50

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NURSE UNIT MANAGER Level 1	<b>NM10</b>	<b>NM 2</b>	\$2,140.80	\$2,205.00	\$2,271.15	\$2,339.30
NURSE UNIT MANAGER Level 2	<b>NM11</b>	<b>NM 3</b>	\$2,218.70	\$2,285.30	\$2,353.90	\$2,424.50
NURSE UNIT MANAGER Level 3	<b>NM12</b>	<b>NM 4</b>	\$2,296.80	\$2,365.70	\$2,436.70	\$2,509.80
MIDWIFE UNIT MANAGER Level 1	<b>RN38</b>	<b>NM 2</b>	\$2,140.80	\$2,205.00	\$2,271.15	\$2,339.30
MIDWIFE UNIT MANAGER Level 2	<b>RN39</b>	<b>NM 3</b>	\$2,218.70	\$2,285.30	\$2,353.90	\$2,424.50
MIDWIFE UNIT MANAGER Level 3	<b>RN40</b>	<b>NM 4</b>	\$2,296.80	\$2,365.70	\$2,436.70	\$2,509.80
CLIN NURSE CONS C Year 1	<b>ZA7</b>	<b>CAPR 4.1</b>	\$2,100.00	\$2,163.00	\$2,227.90	\$2,294.70
CLIN NURSE CONS C Year 2	<b>ZA8</b>	<b>CAPR 4.2</b>	\$2,150.00	\$2,214.50	\$2,280.90	\$2,349.30
CLIN MIDWIFE CONS C Year 1	<b>RN41</b>	<b>CAPR 4.1</b>	\$2,100.00	\$2,163.00	\$2,227.90	\$2,294.70
CLIN MIDWIFE CONS C Year 1	<b>RN42</b>	<b>CAPR 4.2</b>	\$2,150.00	\$2,214.50	\$2,280.90	\$2,349.30
CLIN LIAISON NURSE Year 1	<b>RN43</b>	<b>CAPR 4.1</b>	\$2,100.00	\$2,163.00	\$2,227.90	\$2,294.70
CLIN LIAISON NURSE Year 2	<b>RN44</b>	<b>CAPR 4.2</b>	\$2,150.00	\$2,214.50	\$2,280.90	\$2,349.30

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ADON/M Level 1	<b>RN45</b>	<b>NM 5B</b>	\$2,150.00	\$2,214.50	\$2,280.90	\$2,349.30
ADON/M Level 2	<b>RN46</b>	<b>NM 5C</b>	\$2,100.00	\$2,163.00	\$2,227.90	\$2,294.70
Nurse/Midwife Manager not elsewhere classified	<b>ZB4</b>	<b>NM5C</b>	\$2,100.00	\$2,163.00	\$2,227.90	\$2,294.70
ADON GROUP (7A or 8B campus)	<b>ZB7</b>	<b>NM 5D</b>	\$2,000.00	\$2,060.00	\$2,121.80	\$2,185.50
ADON GROUP (8D or 8C campus)	<b>ZB8</b>	<b>NM 5C</b>	\$2,100.00	\$2,163.00	\$2,227.90	\$2,294.70
ADON GROUP (8B campus)	<b>ZB9</b>	<b>NM 5B</b>	\$2,150.00	\$2,214.50	\$2,280.90	\$2,349.30
ADON GROUP (8A campus)	<b>ZC1</b>	<b>NM 5A</b>	\$2,200.00	\$2,266.00	\$2,334.00	\$2,404.00
After Hours Coordinator (7A or 7B campus)	<b>ZC4</b>	<b>NM 5D</b>	\$2,000.00	\$2,060.00	\$2,121.80	\$2,185.50
After Hours Coordinator (8D or 8C campus)	<b>ZC5</b>	<b>NM 5C</b>	\$2,100.00	\$2,163.00	\$2,227.90	\$2,294.70
After Hours Coordinator (8B campus) CHECK	<b>ZC6</b>	<b>NM 5B</b>	\$2,150.00	\$2,214.50	\$2,280.90	\$2,349.30



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After Hours Coordinator (8A campus) CHECK	<b>ZC7</b>	<b>NM 5A</b>	\$2,200.00	\$2,266.00	\$2,334.00	\$2,404.00
Educator-Course / Phase / Inservice / Continuing Education Year 1	<b>XB1</b>	<b>QRED 4.2</b>	\$2,100.00	\$2,163.00	\$2,227.90	\$2,294.70
Educator-Course / Phase / Inservice / Continuing Education Year 2	<b>XB2</b>	<b>QRED 4.3</b>	\$2,150.00	\$2,214.50	\$2,280.90	\$2,349.30
Level 4 Research Nurse Year 1	<b>RN47</b>	<b>QRED 4.2</b>	\$2,100.00	\$2,163.00	\$2,227.90	\$2,294.70
Level 4 Research Nurse Year 2	<b>RN48</b>	<b>QRED 4.3</b>	\$2,150.00	\$2,214.50	\$2,280.90	\$2,349.30
Level 4 Research Midwife Year 1	<b>RN49</b>	<b>QRED 4.2</b>	\$2,100.00	\$2,163.00	\$2,227.90	\$2,294.70
Level 4 Research Midwife Year 2	<b>RN50</b>	<b>QRED 4.3</b>	\$2,150.00	\$2,214.50	\$2,280.90	\$2,349.30
DAY HOS COORD Level 1	<b>ZP4</b>	<b>NM 5D</b>	\$2,100.00	\$2,163.00	\$2,227.90	\$2,294.70
DAY HOS COORD Level 2	<b>RN51</b>	<b>NM 5C</b>	\$2,100.00	\$2,163.00	\$2,227.90	\$2,294.70

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MAT&CHILD NURSE COORDINATOR	<b>RN52</b>	<b>NM5C</b>				
CLIN NURSE CONS D	<b>ZE4</b>	<b>CAPR 5</b>	\$2,500.00	\$2,575.00	\$2,652.30	\$2,731.90
CLIN MIDWIFE CONS D	<b>RN53</b>	<b>CAPR 5</b>	\$2,500.00	\$2,575.00	\$2,652.30	\$2,731.90
Deputy Director of Nursing (7A or 7B campus)	<b>ZE6</b>	<b>NM 6D</b>	\$2,100.00	\$2,163.00	\$2,227.90	\$2,294.70
Deputy Director of Nursing (8D or 8C campus)	<b>ZE7</b>	<b>NM 6C</b>	\$2,200.00	\$2,266.00	\$2,334.00	\$2,404.00
Deputy Director of Nursing (8B campus)	<b>ZE9</b>	<b>NM 6B</b>	\$2,500.00	\$2,575.00	\$2,652.30	\$2,731.90
Deputy Director of Nursing (8A campus)	<b>ZF2</b>	<b>NM 6A</b>	\$2,900.00	\$2,987.00	\$3,076.60	\$3,168.90
PRINCIPAL EDUCATOR (7A or 7B campus)	<b>ZF5</b>	<b>QRED 5D</b>	\$2,100.00	\$2,163.00	\$2,227.90	\$2,294.70
PRINCIPAL EDUCATOR (8D or 8C campus)	<b>ZF6</b>	<b>QRED 5C</b>	\$2,200.00	\$2,266.00	\$2,334.00	\$2,404.00
PRINCIPAL EDUCATOR (8B campus)	<b>ZF8</b>	<b>QRED 5B</b>	\$2,500.00	\$2,575.00	\$2,652.30	\$2,731.90
PRINCIPAL EDUCATOR (8A campus)	<b>ZG1</b>	<b>QRED 5A</b>	\$2,900.00	\$2,987.00	\$3,076.60	\$3,168.90

<b>CLASSIFICATION</b>	<b>CODE</b>	<b>GRADE</b>	<b>Comm RATE 01/04/2019</b>	<b>01/12/2020</b>	<b>01/12/2021</b>	<b>01/12/2022</b>
D/P Educator (7A or 7B campus)	<b>RN54</b>	<b>QRED 4D</b>	\$2,000.00	\$2,060.00	\$2,121.80	\$2,185.50
D/P Educator (8D or 8C campus)	<b>RN55</b>	<b>QRED 4C</b>	\$2,100.00	\$2,163.00	\$2,227.90	\$2,294.70
D/P Educator (8B campus)	<b>RN56</b>	<b>QRED 4B</b>	\$2,150.00	\$2,214.50	\$2,280.90	\$2,349.30
D/P Educator (8A campus)	<b>RN57</b>	<b>QRED 4A</b>	\$2,200.00	\$2,266.00	\$2,334.00	\$2,404.00
DIV/CLINICAL DIRECTOR (7A or 7B campus)	<b>RN58</b>	<b>NM 6D</b>	\$2,100.00	\$2,163.00	\$2,227.90	\$2,294.70
DIV/CLINICAL DIRECTOR (8D or 8C campus)	<b>RN59</b>	<b>NM 6C</b>	\$2,200.00	\$2,266.00	\$2,334.00	\$2,404.00
DIV/CLINICAL DIRECTOR (8B campus)	<b>RN60</b>	<b>NM 6B</b>	\$2,500.00	\$2,575.00	\$2,652.30	\$2,731.90
DIV/CLINICAL DIRECTOR (8A campus)	<b>RN61</b>	<b>NM 6A</b>	\$2,900.00	\$2,987.00	\$3,076.60	\$3,168.90
NURSE PRACTITIONER candidate	<b>RN62</b>		TO BE PAID THEIR SUBSTANTIVE SALARY			
NURSE PRACTITIONER YR 1	<b>NO1</b>	<b>CAPR 7.1</b>	\$2,330.40	\$2,400.30	\$2,472.30	\$2,546.50
NURSE PRACTITIONER YR 2	<b>NO2</b>	<b>CAPR 7.2</b>	\$2,374.70	\$2,445.90	\$2,519.30	\$2,594.90

<b>CLASSIFICATION</b>	<b>CODE</b>	<b>GRADE</b>	<b>Comm RATE 01/04/2019</b>	<b>01/12/2020</b>	<b>01/12/2021</b>	<b>01/12/2022</b>
CLIN NURSE CONS E	<b>ZG6</b>	<b>CAPR 6</b>	\$2,620.00	\$2,698.60	\$2,779.60	\$2,863.00
CLIN MIDWIFE CONS E	<b>RN63</b>	<b>CAPR 6</b>	\$2,620.00	\$2,698.60	\$2,779.60	\$2,863.00
Campus DON of Group 7B campus	<b>RN64</b>	<b>NM 7B</b>	\$2,300.00	\$2,369.00	\$2,440.10	\$2,513.30
Campus DON of Group 8D campus	<b>RN65</b>	<b>NM 8D</b>	\$2,300.00	\$2,369.00	\$2,440.10	\$2,513.30
Campus DON of Group 7A campus	<b>RN66</b>	<b>NM 7A</b>	\$2,400.00	\$2,472.00	\$2,546.20	\$2,622.60
Campus DON of Group 8C campus	<b>RN67</b>	<b>NM 7A</b>	\$2,400.00	\$2,472.00	\$2,546.20	\$2,622.60
Campus DON of Group 8B campus	<b>RN68</b>	<b>NM 8B</b>	\$2,620.00	\$2,698.60	\$2,779.60	\$2,863.00
Campus DON of Group 8A campus	<b>RN69</b>	<b>NM 8A</b>		\$3,236.05	3,333.10	3,433.10
Executive DON Group A health service	<b>RN70</b>	<b>NM 9A</b>	\$3,483.60	\$3,588.10	\$3,695.70	\$3,806.60
Executive DON Group B health service	<b>RN71</b>	<b>NM 9B</b>	\$2,800.00	\$2,884.00	\$2,970.50	\$3,059.60
Executive DON Group C health service	<b>RN72</b>	<b>NM 9C</b>	\$2,620.00	\$2,698.60	\$2,779.60	\$2,863.00

<b>CLASSIFICATION</b>	<b>CODE</b>	<b>GRADE</b>	<b>Comm RATE 01/04/2019</b>	<b>01/12/2020</b>	<b>01/12/2021</b>	<b>01/12/2022</b>
BANK RN GRADE 2 YR 1	<b>ZU3</b>	<b>RN/M 1</b>	\$1,188.40	\$1,224.10	\$1,260.80	\$1,298.60
BANK RN GRADE 2 YR 2	<b>ZU4</b>	<b>RN/M 2</b>	\$1,255.30	\$1,293.00	\$1,331.80	\$1,371.80
BANK RN GRADE 2 YR 3	<b>ZU5</b>	<b>RN/M 3</b>	\$1,322.20	\$1,361.90	\$1,402.80	\$1,444.90
BANK RN GRADE 2 YR 4	<b>ZU6</b>	<b>RN/M 4</b>	\$1,394.00	\$1,435.80	\$1,478.90	\$1,523.30
BANK RN GRADE 2 YR 5	<b>ZU7</b>	<b>RN/M 5</b>	\$1,465.30	\$1,509.30	\$1,554.60	\$1,601.20
BANK RN GRADE 2 YR 6	<b>ZU8</b>	<b>RN/M 6</b>	\$1,534.80	\$1,580.80	\$1,628.20	\$1,677.00
BANK RN GRADE 2 YR 7	<b>ZU10</b>	<b>RN/M 7</b>	\$1,613.20	\$1,661.60	\$1,711.40	\$1,762.70
BANK RN GRADE 2 YR 8	<b>ZU11</b>	<b>RN/M 8</b>	\$1,678.50	\$1,728.90	\$1,780.80	\$1,834.20
BANK MIDWIFE GRADE 2 YR 1	<b>RN73</b>	<b>RN/M 1</b>	\$1,188.40	\$1,224.10	\$1,260.80	\$1,298.60
BANK MIDWIFE GRADE 2 YR 2	<b>RN74</b>	<b>RN/M 2</b>	\$1,255.30	\$1,293.00	\$1,331.80	\$1,371.80
BANK MIDWIFE GRADE 2 YR 3	<b>RN75</b>	<b>RN/M 3</b>	\$1,322.20	\$1,361.90	\$1,402.80	\$1,444.90
BANK MIDWIFE GRADE 2 YR 4	<b>RN76</b>	<b>RN/M 4</b>	\$1,394.00	\$1,435.80	\$1,478.90	\$1,523.30

<b>CLASSIFICATION</b>	<b>CODE</b>	<b>GRADE</b>	<b>Comm RATE 01/04/2019</b>	<b>01/12/2020</b>	<b>01/12/2021</b>	<b>01/12/2022</b>
BANK MIDWIFE GRADE 2 YR 5	<b>RN77</b>	<b>RN/M 5</b>	\$1,465.30	\$1,509.30	\$1,554.60	\$1,601.20
BANK MIDWIFE GRADE 2 YR 6	<b>RN78</b>	<b>RN/M 6</b>	\$1,534.80	\$1,580.80	\$1,628.20	\$1,677.00
BANK MIDWIFE GRADE 2 YR 7	<b>RN79</b>	<b>RN/M 7</b>	\$1,613.20	\$1,661.60	\$1,711.40	\$1,762.70
BANK MIDWIFE GRADE 2 YR 8	<b>RN80</b>	<b>RN/M 8</b>	\$1,678.50	\$1,728.90	\$1,780.80	\$1,834.20
BANK CLIN NURS SPEC	<b>ZU9</b>		\$1,746.70	\$1,799.10	\$1,853.10	\$1,908.70
BANK CLIN MIDW SPEC	<b>RN81</b>		\$1,746.70	\$1,799.10	\$1,853.10	\$1,908.70
RN BANK ANUM YEAR 1	<b>ZU14</b>		\$1,880.20	\$1,936.60	\$1,994.70	\$2,054.50
RN BANK ANUM YEAR 2	<b>ZU15</b>		\$1,943.40	\$2,001.70	\$2,061.80	\$2,123.70
RN BANK AMUM YEAR 1	<b>RN82</b>		\$1,880.20	\$1,936.60	\$1,994.70	\$2,054.50
RN BANK AMUM YEAR 2	<b>RN83</b>		\$1,943.40	\$2,001.70	\$2,061.80	\$2,123.70
Bank Research Nurse Level 2	<b>ZU25</b>		\$1,800.00	\$1,854.00	\$1,909.60	\$1,966.90

<b>CLASSIFICATION</b>	<b>CODE</b>	<b>GRADE</b>	<b>Comm RATE 01/04/2019</b>	<b>01/12/2020</b>	<b>01/12/2021</b>	<b>01/12/2022</b>
Bank Research Midwife Level 2	<b>RN84</b>		\$1,800.00	\$1,854.00	\$1,909.60	\$1,966.90
BANK HITH/PAC Level 1	<b>ZU27</b>		\$1,800.00	\$1,854.00	\$1,909.60	\$1,966.90
BANK HITH/PAC Level 2	<b>ZU33</b>		\$1,900.00	\$1,957.00	\$2,015.70	\$2,076.20
Bank Research Nurse Level 3	<b>ZU37</b>		\$2,000.00	\$2,060.00	\$2,121.80	\$2,185.50
Bank Research Midwife Level 3	<b>RN85</b>		\$2,000.00	\$2,060.00	\$2,121.80	\$2,185.50
BANK EN LEVEL 1 Year 1	<b>IB76</b>	<b>EN 1.1</b>	\$1,048.60	\$1,080.10	\$1,112.50	\$1,145.90
BANK EN LEVEL 1 Year 2	<b>IB77</b>	<b>EN 1.2</b>	\$1,070.10	\$1,102.20	\$1,135.30	\$1,169.40
BANK EN LEVEL 1 Year 3	<b>IB78</b>	<b>EN 1.3</b>	\$1,091.40	\$1,124.10	\$1,157.80	\$1,192.50
BANK EN LEVEL 1 Year 4	<b>IB79</b>	<b>EN 1.4</b>	\$1,113.00	\$1,146.40	\$1,180.80	\$1,216.20
BANK EN LEVEL 1 Year 5	<b>IB80</b>	<b>EN 1.5</b>	\$1,155.60	\$1,190.30	\$1,226.00	\$1,262.80
BANK EN LEVEL 1 Year 6	<b>IB81</b>	<b>EN 1.6</b>	\$1,191.50	\$1,227.20	\$1,264.00	\$1,301.90

<b>CLASSIFICATION</b>	<b>CODE</b>	<b>GRADE</b>	<b>Comm RATE 01/04/2019</b>	<b>01/12/2020</b>	<b>01/12/2021</b>	<b>01/12/2022</b>
BANK EN LEVEL 2 Cert IV Year 1	<b>IB82</b>	<b>EN 2.1</b>	\$1,126.20	\$1,160.00	\$1,194.80	\$1,230.60
BANK EN LEVEL 2 Cert IV Year 2	<b>IB83</b>	<b>EN 2.2</b>	\$1,151.30	\$1,185.80	\$1,221.40	\$1,258.00
BANK EN LEVEL 2 Cert IV Year 3	<b>IB96</b>	<b>EN 2.3</b>	\$1,176.60	\$1,211.90	\$1,248.30	\$1,285.70
BANK EN LEVEL 2 Cert IV Year 4	<b>IB97</b>	<b>EN 2.4</b>	\$1,201.70	\$1,237.80	\$1,274.90	\$1,313.10
BANK EN LEVEL 2 Cert IV Year 5	<b>IB98</b>	<b>EN 2.5</b>	\$1,226.80	\$1,263.60	\$1,301.50	\$1,340.50
BANK EN LEVEL 2 Cert IV Year 6	<b>IB99</b>	<b>EN 2.6</b>	\$1,239.50	\$1,276.70	\$1,315.00	\$1,354.50
BANK EN LEVEL 2 Diploma Year 1	<b>IB84</b>	<b>EN 2.3</b>	\$1,176.60	\$1,211.90	\$1,248.30	\$1,285.70
BANK EN LEVEL 2 Diploma Year 2	<b>IB85</b>	<b>EN 2.4</b>	\$1,201.70	\$1,237.80	\$1,274.90	\$1,313.10
BANK EN LEVEL 2 Diploma Year 3	<b>IB86</b>	<b>EN 2.5</b>	\$1,226.80	\$1,263.60	\$1,301.50	\$1,340.50
BANK EN LEVEL 2 Diploma Year 4	<b>IB87</b>	<b>EN 2.6</b>	\$1,239.50	\$1,276.70	\$1,315.00	\$1,354.50
BANK EN LEVEL 2 Diploma Year 5 (with 5 routes)	<b>IB88</b>	<b>EN 2.7</b>	\$1,252.00	\$1,289.60	\$1,328.30	\$1,368.10



CLASSIFICATION	CODE	GRADE	Comm RATE 01/04/2019	01/12/2020	01/12/2021	01/12/2022
BANK EN LEVEL 3 (with SA)	<b>IB89</b>	<b>EN 3.1</b>	\$1,314.80	\$1,354.20	\$1,394.80	\$1,436.60
BANK EN LEVEL 3 (4 routes)	<b>IB90</b>	<b>EN 3.2</b>	\$1,361.80	\$1,402.70	\$1,444.80	\$1,488.10
BANK EN LEVEL 3 (with 5 routes)	<b>IB91</b>	<b>EN 3.4</b>	\$1,383.90	\$1,425.40	\$1,468.20	\$1,512.20

**PART 2 – ALLOWANCES**

Allowance		NEW RATE 1/04/2019	1/12/2020	1/12/2021	1/12/2022
<b>Shift Allowance</b>		\$	\$	\$	\$
	Morning shift	\$29.70	\$30.60	\$31.50	\$32.50
	Afternoon shift	\$29.70	\$30.60	\$31.50	\$32.50
	Night shift	\$82.30	\$84.80	\$87.30	\$89.90
	Sunday Night Shift (from 1/07/23)				\$154.63
	Change of Shift (ENs Only)	\$42.90	\$44.20	\$45.50	\$46.90
<b>On Call Allowance</b>		\$66.10	\$68.10	\$70.10	\$72.20

<b>Allowance</b>		<b>NEW RATE 1/04/2019</b>	<b>1/12/2020</b>	<b>1/12/2021</b>	<b>1/12/2022</b>
<b>Change of Roster (7 days) Allowance (to 30 June 2020)</b>		\$33.10	\$34.00	\$35.10	\$36.10
<b>Change of Roster Allowance (14 days)</b>		\$33.10	\$34.00	\$35.10	\$36.10
<b>Change of Roster Allowance (7 days) (from 1 July 2020)</b>		\$66.20	\$68.00	\$70.20	\$72.20
<b>RIPN Allowance</b>		\$52.90	\$54.50	\$56.10	\$57.80
<b>RN/Midwife Hospital / Grad Certificate</b>		\$52.90	\$54.50	\$56.10	\$57.80
<b>RN/Midwife Post Grad Diploma or Degree</b>		\$85.90	\$88.50	\$91.20	\$93.90
<b>RN/Midwife Masters</b>		\$99.20	\$102.10	\$105.20	\$108.40
<b>RN/Midwife PhD</b>		\$132.20	\$136.20	\$140.30	\$144.50
<b>EN 6 MONTH COURSE</b>		\$47.70	\$49.10	\$50.60	\$52.10
<b>EN 12 MONTH COURSE</b>		\$89.40	\$92.00	\$94.80	\$97.60
<b>Uniform Allowance</b>		\$1.83	\$1.88	\$1.94	\$2.00
		\$9.03	\$9.30	\$9.58	\$9.86
<b>Laundry Allowance</b>		\$0.49	\$0.50	\$0.52	\$0.53
		\$2.46	\$2.53	\$2.61	\$2.68

<b>Allowance</b>		<b>NEW RATE 1/04/2019</b>	<b>1/12/2020</b>	<b>1/12/2021</b>	<b>1/12/2022</b>
<b>Lead Apron (from 1 July 2020)</b>					
		\$8.00	\$8.24	\$8.49	\$8.74
<b>Cert IV TAFE Allowance (from 1/1/2021)</b>					
			\$47.67	\$49.10	\$50.57
<b>Vehicle Allowance</b>					
	Motor Cars (5 or more cylinders)	\$1.25	\$1.29	\$1.33	\$1.37
	(less than 5 cylinders, electric cars)	\$1.03	\$1.06	\$1.09	\$1.13
	Motor Cycles (250cc & over)	\$0.59	\$0.61	\$0.63	\$0.65
	(under 250cc)	\$0.46	\$0.48	\$0.49	\$0.51
	Bicycles	\$0.12	\$0.12	\$0.12	\$0.13
	Minimum payment per occasion	\$0.70	\$0.72	\$0.75	\$0.77
<b>Meal Allowance</b>					
	Meal Allowance A	\$13.49	\$13.89	\$14.31	\$14.74
	Meal Allowance B	\$10.78	\$11.11	\$11.44	\$11.78
<b>MAXIMUM LEAVE LOADING</b>					
Weekly Salary Exceeds		\$2,100.00	\$2163.00	\$2227.90	\$2294.70

<b>Allowance</b>		<b>NEW RATE 1/04/2019</b>	<b>1/12/2020</b>	<b>1/12/2021</b>	<b>1/12/2022</b>
Loading Amount		\$1470.00	\$1514.10	\$1559.50	\$1606.30
<b>Telephone Allowance (fortnightly)</b>		\$18.51	\$19.06	\$19.63	\$20.22

## APPENDIX 2B – Transitional Paycodes

These pay codes do not align with a classification contained in this Agreement and are included only for the purposes of transition of existing employees translating to a different classification on or after the commencement of this Agreement.

CLASSIFICATION	CODE	Old rate	31/03/2012	31/03/2013	31/03/2014	31/03/2014	1/04/2016	1/04/2017	OLD RATE 1/04/2018	NEW RATE 1/04/2019	1/12/2020	1/12/2021	1/12/2022
RN G4B Y1 HITH/PAC	<b>YX15</b>	\$1,476.80	\$1,513.70	\$1,551.50	\$1,590.30	\$1,630.10	\$1,696.80	\$1,747.70	\$1,804.50	\$2,000.00	\$2,060.00	\$2,121.80	\$2,185.50
RN G3A Y1 RESEARCH	<b>YT13</b>	\$1,291.90	\$1,324.20	\$1,357.30	\$1,391.20	\$1,426.00	\$1,486.60	\$1,531.20	\$1,581.00	\$1,750.00	\$1,802.50	\$1,856.60	\$1,912.30
RN G4A Y1 RESEARCH	<b>YW13</b>	\$1,414.40	\$1,449.80	\$1,486.00	\$1,523.20	\$1,561.30	\$1,625.90	\$1,674.70	\$1,729.10	\$1,900.00	\$1,957.00	\$2,015.70	\$2,076.20
RN BANK G3A Y1 RESEARCH	<b>ZU21</b>	\$1,291.90	\$1,324.20	\$1,357.30	\$1,391.20	\$1,426.00	\$1,486.60	\$1,531.20	\$1,581.00	\$1,750.00	\$1,802.50	\$1,856.60	\$1,912.30
RN BANK G4A Y1 RESEARCH	<b>ZU31</b>	\$1,414.40	\$1,449.80	\$1,486.00	\$1,523.20	\$1,561.30	\$1,625.90	\$1,674.70	\$1,729.10	\$1,900.00	\$1,957.00	\$2,015.70	\$2,076.20
RN G5 ADON 13-50	<b>ZB7</b>	\$1,506.10	\$1,543.80	\$1,582.40	\$1,622.00	\$1,662.60	\$1,730.30	\$1,782.20	\$1,840.10	\$2,000.00	\$2,060.00	\$2,121.80	\$2,185.50
RN G5 ADON 51-200	<b>ZB8</b>	\$1,536.60	\$1,575.00	\$1,614.40	\$1,654.80	\$1,696.20	\$1,764.90	\$1,817.80	\$1,876.90	\$2,100.00	\$2,163.00	\$2,227.90	\$2,294.70
RN G5 ADON 201- 400	<b>ZB9</b>	\$1,597.20	\$1,637.10	\$1,678.00	\$1,720.00	\$1,763.00	\$1,833.70	\$1,888.70	\$1,950.10	\$2,150.00	\$2,214.50	\$2,280.90	\$2,349.30
RN G5 ADON 401- 600	<b>ZC1</b>	\$1,658.00	\$1,699.50	\$1,742.00	\$1,785.60	\$1,830.20	\$1,902.90	\$1,960.00	\$2,023.70	\$2,200.00	\$2,266.00	\$2,334.00	\$2,404.00

CLASSIFICATION	CODE	Old rate	31/03/2012	31/03/2013	31/03/2014	31/03/2014	1/04/2016	1/04/2017	OLD RATE 1/04/2018	NEW RATE 1/04/2019	1/12/2020	1/12/2021	1/12/2022
RN G5 ADON 601+	ZC2	\$1,718.90	\$1,761.90	\$1,805.90	\$1,851.00	\$1,897.30	\$1,972.00	\$2,031.20	\$2,097.20	\$2,200.00			
RN G5 NT/SUP 13-50	ZC4	\$1,506.10	\$1,543.80	\$1,582.40	\$1,622.00	\$1,662.60	\$1,730.30	\$1,782.20	\$1,840.10	\$2,000.00	\$2,060.00	\$2,121.80	\$2,185.50
RN G5 NT/SUP 51-200	ZC5	\$1,536.60	\$1,575.00	\$1,614.40	\$1,654.80	\$1,696.20	\$1,764.90	\$1,817.80	\$1,876.90	\$2,100.00	\$2,163.00	\$2,227.90	\$2,294.70
RN G5 NT/SUP 201-400	ZC6	\$1,597.20	\$1,637.10	\$1,678.00	\$1,720.00	\$1,763.00	\$1,833.70	\$1,888.70	\$1,950.10	\$2,150.00	\$2,214.50	\$2,280.90	\$2,349.30
RN G5 NT/SUP 401-600	ZC7	\$1,658.00	\$1,699.50	\$1,742.00	\$1,785.60	\$1,830.20	\$1,902.90	\$1,960.00	\$2,023.70	\$2,200.00	\$2,266.00	\$2,334.00	\$2,404.00
RN G5 NT/SUP 601+	ZC8	\$1,718.90	\$1,761.90	\$1,805.90	\$1,851.00	\$1,897.30	\$1,972.00	\$2,031.20	\$2,097.20	\$2,200.00			
RN G5 13-50 MIDWIFE	JD5	\$1,506.10	\$1,543.80	\$1,582.40	\$1,622.00	\$1,662.60	\$1,730.30	\$1,782.20	\$1,840.10	\$2,000.00	\$2,060.00	\$2,121.80	\$2,185.50
RN G5 51-200 MIDWIFE	JD6	\$1,536.60	\$1,575.00	\$1,614.40	\$1,654.80	\$1,696.20	\$1,764.90	\$1,817.80	\$1,876.90	\$2,100.00	\$2,163.00	\$2,227.90	\$2,294.70
RN G5 201-400 MIDWIFE	JD7	\$1,597.20	\$1,637.10	\$1,678.00	\$1,720.00	\$1,763.00	\$1,833.70	\$1,888.70	\$1,950.10	\$2,150.00	\$2,214.50	\$2,280.90	\$2,349.30
RN G5 401-600 MIDWIFE	JD8	\$1,658.00	\$1,699.50	\$1,742.00	\$1,785.60	\$1,830.20	\$1,902.90	\$1,960.00	\$2,023.70	\$2,200.00	\$2,266.00	\$2,334.00	\$2,404.00
RN G5 601+ MIDWIFE	JD9	\$1,718.90	\$1,761.90	\$1,805.90	\$1,851.00	\$1,897.30	\$1,972.00	\$2,031.20	\$2,097.20	\$2,200.00			

CLASSIFICATION	CODE	Old rate	31/03/2012	31/03/2013	31/03/2014	31/03/2014	1/04/2016	1/04/2017	OLD RATE 1/04/2018	NEW RATE 1/04/2019	1/12/2020	1/12/2021	1/12/2022
RN G6 DDON 51-100	<b>ZE6</b>	\$1,536.60	\$1,575.00	\$1,614.40	\$1,654.80	\$1,696.20	\$1,764.90	\$1,817.80	\$1,876.90	\$2,100.00			
RN G6 DDON 101-200	<b>ZE7</b>	\$1,597.20	\$1,637.10	\$1,678.00	\$1,720.00	\$1,763.00	\$1,833.70	\$1,888.70	\$1,950.10	\$2,200.00			
RN G6 DDON 201-300	<b>ZE8</b>	\$1,658.00	\$1,699.50	\$1,742.00	\$1,785.60	\$1,830.20	\$1,902.90	\$1,960.00	\$2,023.70	\$2,200.00			
RN G6 DDON 301-400	<b>ZE9</b>	\$1,718.90	\$1,761.90	\$1,805.90	\$1,851.00	\$1,897.30	\$1,972.00	\$2,031.20	\$2,097.20	\$2,500.00			
RN G6 DDON 401-500	<b>ZF1</b>	\$1,800.00	\$1,845.00	\$1,891.10	\$1,938.40	\$1,986.90	\$2,064.30	\$2,126.20	\$2,195.30	\$2,500.00			
RN G6 DDON 501-700	<b>ZF2</b>	\$1,877.20	\$1,924.10	\$1,972.20	\$2,021.50	\$2,072.00	\$2,151.90	\$2,216.50	\$2,288.50	\$2,900.00			
RN G6 DDON 701+	<b>ZF3</b>	\$1,978.70	\$2,028.20	\$2,078.90	\$2,130.90	\$2,184.20	\$2,267.50	\$2,335.50	\$2,411.40	\$2,900.00			
RN G6 51-100 MIDWIFE	<b>JE1</b>	\$1,536.60	\$1,575.00	\$1,614.40	\$1,654.80	\$1,696.20	\$1,764.90	\$1,817.80	\$1,876.90	\$2,100.00	\$2,163.00	\$2,227.90	\$2,294.70
RN G6 101-200 MIDWIFE	<b>JE2</b>	\$1,597.20	\$1,637.10	\$1,678.00	\$1,720.00	\$1,763.00	\$1,833.70	\$1,888.70	\$1,950.10	\$2,200.00	\$2,163.00	\$2,227.90	\$2,294.70
RN G6 201-300 MIDWIFE	<b>JE3</b>	\$1,658.00	\$1,699.50	\$1,742.00	\$1,785.60	\$1,830.20	\$1,902.90	\$1,960.00	\$2,023.70	\$2,200.00			
RN G6 301-400 MIDWIFE	<b>JE4</b>	\$1,718.90	\$1,761.90	\$1,805.90	\$1,851.00	\$1,897.30	\$1,972.00	\$2,031.20	\$2,097.20	\$2,500.00	\$2,575.00	\$2,652.30	\$2,731.90

CLASSIFICATION	CODE	Old rate	31/03/2012	31/03/2013	31/03/2014	31/03/2014	1/04/2016	1/04/2017	OLD RATE 1/04/2018	NEW RATE 1/04/2019	1/12/2020	1/12/2021	1/12/2022
RN G6 401-500 MIDWIFE	JE5	\$1,800.00	\$1,845.00	\$1,891.10	\$1,938.40	\$1,986.90	\$2,064.30	\$2,126.20	\$2,195.30	\$2,500.00			
RN G6 501-700 MIDWIFE	JE6	\$1,877.20	\$1,924.10	\$1,972.20	\$2,021.50	\$2,072.00	\$2,151.90	\$2,216.50	\$2,288.50	\$2,900.00	\$2,987.00	\$3,076.60	\$3,168.90
RN G6 701+ MIDWIFE	JE7	\$1,978.70	\$2,028.20	\$2,078.90	\$2,130.90	\$2,184.20	\$2,267.50	\$2,335.50	\$2,411.40	\$2,900.00			
RN G7 DON <13	ZG8	\$1,536.60	\$1,575.00	\$1,614.40	\$1,654.80	\$1,696.20	\$1,764.90	\$1,817.80	\$1,876.90	\$2,300.00	\$2,369.00	\$2,440.10	\$2,513.30
RN G7 DON 13-24	ZG9	\$1,597.20	\$1,637.10	\$1,678.00	\$1,720.00	\$1,763.00	\$1,833.70	\$1,888.70	\$1,950.10	\$2,300.00			
RN G7 DON 25-50	ZH1	\$1,658.00	\$1,699.50	\$1,742.00	\$1,785.60	\$1,830.20	\$1,902.90	\$1,960.00	\$2,023.70	\$2,300.00			
RN G7 DON 51-100	ZH2	\$1,718.90	\$1,761.90	\$1,805.90	\$1,851.00	\$1,897.30	\$1,972.00	\$2,031.20	\$2,097.20	\$2,300.00			
RN G7 DON 101-200	ZH3	\$1,800.00	\$1,845.00	\$1,891.10	\$1,938.40	\$1,986.90	\$2,064.30	\$2,126.20	\$2,195.30	\$2,300.00			
RN G7 DON 201-300	ZH4	\$1,877.20	\$1,924.10	\$1,972.20	\$2,021.50	\$2,072.00	\$2,151.90	\$2,216.50	\$2,288.50	\$2,400.00	\$2,472.00	\$2,546.20	\$2,622.60
RN G7 DON 301-400	ZH5	\$1,978.70	\$2,028.20	\$2,078.90	\$2,130.90	\$2,184.20	\$2,267.50	\$2,335.50	\$2,411.40	\$2,500.00	\$2,575.00	\$2,652.30	\$2,731.90
RN G7 DON 401-500	ZH6	\$2,079.90	\$2,131.90	\$2,185.20	\$2,239.80	\$2,295.80	\$2,382.50	\$2,454.00	\$2,533.80	\$2,620.00	\$2,698.60	\$2,779.60	\$2,863.00
RN G7 DON 501-600	ZH7	\$2,181.30	\$2,235.80	\$2,291.70	\$2,349.00	\$2,407.70	\$2,497.70	\$2,572.60	\$2,656.20	\$2,800.00	\$2,884.00	\$2,970.50	\$3,059.60



CLASSIFICATION	CODE	Old rate	31/03/2012	31/03/2013	31/03/2014	31/03/2014	1/04/2016	1/04/2017	OLD RATE 1/04/2018	NEW RATE 1/04/2019	1/12/2020	1/12/2021	1/12/2022
RN G7 DON 601-700	ZH8	\$2,302.90	\$2,360.50	\$2,419.50	\$2,480.00	\$2,542.00	\$2,636.00	\$2,715.10	\$2,803.30	\$3,483.60	\$3,588.10	\$3,695.70	\$3,806.60
RN G7 DON 701+	ZH9	\$2,430.70	\$2,491.50	\$2,553.80	\$2,617.60	\$2,683.00	\$2,781.30	\$2,864.70	\$2,957.80	\$3,483.60			
RN G7 DON RCBB	ZI2	\$2,079.90	\$2,131.90	\$2,185.20	\$2,239.80	\$2,295.80	\$2,382.50	\$2,454.00	\$2,533.80	\$2,620.00	\$2,698.60	\$2,779.60	\$2,863.00
DON EXTENDED CARE	ZI6	\$1,536.60	\$1,575.00	\$1,614.40	\$1,654.80	\$1,696.20	\$1,764.90	\$1,817.80	\$1,876.90	\$2,300.00	\$2,369.00	\$2,440.10	\$2,513.30
RN G7 >13 MIDWIFE	JE8	\$1,536.60	\$1,575.00	\$1,614.40	\$1,654.80	\$1,696.20	\$1,764.90	\$1,817.80	\$1,876.90	\$2,300.00	\$2,369.00	\$2,440.10	\$2,513.30
RN G7 13-24 MIDWIFE	JE9	\$1,597.20	\$1,637.10	\$1,678.00	\$1,720.00	\$1,763.00	\$1,833.70	\$1,888.70	\$1,950.10	\$2,300.00			
RN G7 25-50 MIDWIFE	JF1	\$1,658.00	\$1,699.50	\$1,742.00	\$1,785.60	\$1,830.20	\$1,902.90	\$1,960.00	\$2,023.70	\$2,300.00			
RN G7 51-100 MIDWIFE	JF2	\$1,718.90	\$1,761.90	\$1,805.90	\$1,851.00	\$1,897.30	\$1,972.00	\$2,031.20	\$2,097.20	\$2,300.00			
RN G7 101-200 MIDWIFE	JF3	\$1,800.00	\$1,845.00	\$1,891.10	\$1,938.40	\$1,986.90	\$2,064.30	\$2,126.20	\$2,195.30	\$2,300.00			
RN G7 201-300 MIDWIFE	JF4	\$1,877.20	\$1,924.10	\$1,972.20	\$2,021.50	\$2,072.00	\$2,151.90	\$2,216.50	\$2,288.50	\$2,400.00	\$2,472.00	\$2,546.20	\$2,622.60
RN G7 301-400 MIDWIFE	JF5	\$1,978.70	\$2,028.20	\$2,078.90	\$2,130.90	\$2,184.20	\$2,267.50	\$2,335.50	\$2,411.40	\$2,500.00	\$2,575.00	\$2,652.30	\$2,731.90

CLASSIFICATION	CODE	Old rate	31/03/2012	31/03/2013	31/03/2014	31/03/2014	1/04/2016	1/04/2017	OLD RATE 1/04/2018	NEW RATE 1/04/2019	1/12/2020	1/12/2021	1/12/2022
RN G7 401-500 MIDWIFE	JF6	\$2,079.90	\$2,131.90	\$2,185.20	\$2,239.80	\$2,295.80	\$2,382.50	\$2,454.00	\$2,533.80	\$2,620.00	\$2,698.60	\$2,779.60	\$2,863.00
RN G7 501-600 MIDWIFE	JF7	\$2,181.30	\$2,235.80	\$2,291.70	\$2,349.00	\$2,407.70	\$2,497.70	\$2,572.60	\$2,656.20	\$2,800.00	\$2,884.00	\$2,970.50	\$3,059.60
RN G7 601-700 MIDWIFE	JF8	\$2,302.90	\$2,360.50	\$2,419.50	\$2,480.00	\$2,542.00	\$2,636.00	\$2,715.10	\$2,803.30	\$3,483.60	\$3,588.10	\$3,695.70	\$3,806.60
RN G7 701+ MIDWIFE	JF9	\$2,430.70	\$2,491.50	\$2,553.80	\$2,617.60	\$2,683.00	\$2,781.30	\$2,864.70	\$2,957.80	\$3,483.60			

## APPENDIX 2C – Holdings Pay codes

These pay codes do not align with a classification contained in this Agreement and are included only for the purposes of transition of existing employees translating to a different classification on or after the commencement of this Agreement.

CLASSIFICATION	CODE	Grade	Old rate	31/03/2012	31/03/2013	31/03/2014	31/03/2014	1/04/2016	1/04/2017	OLD RATE 1/04/2018	NEW RATE 1/04/2019	1/12/2020	1/12/2021	1/12/2022
RN G3A Y1 MIDWIFE	JC6		1291.90	1324.20	1357.30	1391.20	1426.00	\$1,486.60	\$1,531.20	\$1,581.00	\$1,750.00	\$1,802.50	\$1,856.60	\$1,912.30
RN BANK G3A Y1	ZU19		1291.90	1324.20	1357.30	1391.20	1426.00	\$1,486.60	\$1,531.20	\$1,581.00	\$1,750.00	\$1,802.50	\$1,856.60	\$1,912.30
RN G3A Y1	YT11		1291.90	1324.20	1357.30	1391.20	1426.00	\$1,486.60	\$1,531.20	\$1,581.00	\$1,750.00	\$1,802.50	\$1,856.60	\$1,912.30
RN G3B Y1 MIDWIFE	JC8	CAPR 2	1325.4	1358.50	1392.50	1427.30	1463.00	\$1,524.70	\$1,570.40	\$1,621.40	\$1,800.00	\$1,854.00	\$1,909.60	\$1,966.90
RN G3B Y1	YU11	CAPR 2	1325.4	1358.50	1392.50	1427.30	1463.00	\$1,524.70	\$1,570.40	\$1,621.40	\$1,800.00	\$1,854.00	\$1,909.60	\$1,966.90
RN BANK G3B Y1	ZU23	CAPR 2	1325.40	1358.50	1392.50	1427.30	1463.00	\$1,524.70	\$1,570.40	\$1,621.40	\$1,800.00	\$1,854.00	\$1,909.60	\$1,966.90
RN G4A Y1	YW17	CAPR 3.1	1414.40	1449.80	1486.00	1523.20	1561.30	\$1,625.90	\$1,674.70	\$1,729.10	\$1,900.00	\$1,957.00	\$2,015.70	\$2,076.20
RN G4A Y1 MIDWIFE	JD1	CAPR 3.1	1414.40	1449.80	1486.00	1523.20	1561.30	\$1,625.90	\$1,674.70	\$1,729.10	\$1,900.00	\$1,957.00	\$2,015.70	\$2,076.20

RN BANK G4A Y1	<b>ZU29</b>	<b>CAPR 3.1</b>	1414.40	1449.80	1486.00	1523.20	1561.30	\$1,625.90	\$1,674.70	\$1,729.10	\$1,900.00	\$1,957.00	\$2,015.70	\$2,076.20
RN G4B Y1 MIDWIFE	<b>JD3</b>	<b>CAPR 3.2</b>	1476.80	1513.70	1551.50	1590.30	1630.10	\$1,696.80	\$1,747.70	\$1,804.50	\$2,000.00	\$2,060.00	\$2,121.80	\$2,185.50
RN G4B Y1	<b>YX11</b>	<b>CAPR 3.2</b>	1476.80	1513.70	1551.50	1590.30	1630.10	\$1,696.80	\$1,747.70	\$1,804.50	\$2,000.00	\$2,060.00	\$2,121.80	\$2,185.50
RN BANK G4B Y1	<b>ZU35</b>	<b>CAPR 3.2</b>	1476.80	1513.70	1551.50	1590.30	1630.10	\$1,696.80	\$1,747.70	\$1,804.50	\$2,000.00	\$2,060.00	\$2,121.80	\$2,185.50
RN G5 13-50 MIDWIFE	<b>JD5</b>		1506.10	1543.80	1582.40	1622.00	1662.60	\$1,730.30	\$1,782.20	\$1,840.10	\$2,000.00	\$2,060.00	\$2,121.80	\$2,185.50
RN G5 51-200 MIDWIFE	<b>JD6</b>	<b>CAPR 4.1</b>	1536.60	1575.00	1614.40	1654.80	1696.20	\$1,764.90	\$1,817.80	\$1,876.90	\$2,100.00	\$2,163.00	\$2,227.90	\$2,294.70
RN G5 201-400 MIDWIFE	<b>JD7</b>	<b>CAPR 4.2</b>	1597.20	1637.10	1678.00	1720.00	1763.00	\$1,833.70	\$1,888.70	\$1,950.10	\$2,150.00	\$2,214.50	\$2,280.90	\$2,349.30
RN G5 401-600 MIDWIFE	<b>JD8</b>		1658.00	1699.50	1742.00	1785.60	1830.20	\$1,902.90	\$1,960.00	\$2,023.70	\$2,200.00	\$2,266.00	\$2,334.00	\$2,404.00
RN G6 51-100 MIDWIFE	<b>JE1</b>		1536.60	1575.00	1614.40	1654.80	1696.20	\$1,764.90	\$1,817.80	\$1,876.90	\$2,100.00	\$2,163.00	\$2,227.90	\$2,294.70
RN G6 101-200 MIDWIFE	<b>JE2</b>		1597.20	1637.10	1678.00	1720.00	1763.00	\$1,833.70	\$1,888.70	\$1,950.10	\$2,200.00	\$2,266.00	\$2,334.00	\$2,404.00

RN G6 301-400 MIDWIFE	<b>JE4</b>		1718.90	1761.90	1805.90	1851.00	1897.30	\$1,972.00	\$2,031.20	\$2,097.20	\$2,500.00	\$2,575.00	\$2,652.30	\$2,731.90
RN G6 501-700 MIDWIFE	<b>JE6</b>		1877.20	1924.10	1972.20	2021.50	2072.00	\$2,151.90	\$2,216.50	\$2,288.50	\$2,900.00	\$2,987.00	\$3,076.60	\$3,168.90
RN G7 >13 MIDWIFE	<b>JE8</b>		1536.60	1575.00	1614.40	1654.80	1696.20	\$1,764.90	\$1,817.80	\$1,876.90	\$2,300.00	\$2,369.00	\$2,440.10	\$2,513.30
RN G7 201-300 MIDWIFE	<b>JF4</b>		1877.20	1924.10	1972.20	2021.50	2072.00	\$2,151.90	\$2,216.50	\$2,288.50	\$2,400.00	\$2,472.00	\$2,546.20	\$2,622.60
RN G7 301-400 MIDWIFE	<b>JF5</b>		1978.70	2028.20	2078.90	2130.90	2184.20	\$2,267.50	\$2,335.50	\$2,411.40	\$2,500.00	\$2,575.00	\$2,652.30	\$2,731.90
RN G7 401-500 MIDWIFE	<b>JF6</b>	<b>CAPR 6</b>	2079.90	2131.90	2185.20	2239.80	2295.80	\$2,382.50	\$2,454.00	\$2,533.80	\$2,620.00	\$2,698.60	\$2,779.60	\$2,863.00
RN G7 501-600 MIDWIFE	<b>JF7</b>		2181.30	2235.80	2291.70	2349.00	2407.70	\$2,497.70	\$2,572.60	\$2,656.20	\$2,800.00	\$2,884.00	\$2,970.50	\$3,059.60
RN G7 601-700 MIDWIFE	<b>JF8</b>		2302.90	2360.50	2419.50	2480.00	2542.00	\$2,636.00	\$2,715.10	\$2,803.30	\$3,483.60	\$3,588.10	\$3,695.70	\$3,806.60
BANK RN GR 5 13-50	<b>ZV9</b>		1506.10	1543.80	1582.40	1622.00	1662.60	\$1,730.30	\$1,782.20	\$1,840.10	\$2,000.00	\$2,060.00	\$2,121.80	\$2,185.50
BANK RN GR 5 51-200	<b>ZY1</b>		1536.60	1575.00	1614.40	1654.80	1696.20	\$1,764.90	\$1,817.80	\$1,876.90	\$2,100.00	\$2,163.00	\$2,227.90	\$2,294.70
BANK RN GR 5 201-400	<b>ZY2</b>		1597.20	1637.10	1678.00	1720.00	1763.00	\$1,833.70	\$1,888.70	\$1,950.10	\$2,150.00	\$2,214.50	\$2,280.90	\$2,349.30

BANK RN GR 5 401-600	ZY3		1658.00	1699.50	1742.00	1785.60	1830.20	\$1,902.90	\$1,960.00	\$2,023.70	\$2,200.00	\$2,266.00	\$2,334.00	\$2,404.00
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## APPENDIX 3 – INFORMATION REQUIRED FOR LETTER OF APPOINTMENT

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The letter of appointment will contain the following information:

1. Name of Employer.
2. Employee's classification, position title, and Level.
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 i.e. whether full-time, part-time, fixed term, casual or bank employee.
6. Specify that employment is ongoing unless a valid fixed term appointment is proposed.
7. 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.
8. Date of commencement.
9. Acknowledgment (where applicable) of prior service/entitlements to personal leave, long service, etc. (where known and available).
10. Other information as required depending on the nature of the position.
11. Relevant qualifications and allowances payable.

## APPENDIX 4 – CLINICAL NURSE SPECIALIST CRITERIA

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

1. Clinical Skill

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

2. Professional Behaviour

- Positive role model;
- Act as a mentor or preceptor to less experienced nurses, including graduate nurses;
- Support of, and contribution to, quality improvement and research projects within the area of practice and ward/unit/department; and
- Act 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;
  - (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; and
- Undertaking own planned professional development and competence through various forms of continuing education, for example, conferences, study days, formal study, reading.



## APPENDIX 5 – INDICATIVE POSITION DESCRIPTION FOR AFTER HOURS COORDINATOR

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### 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 ward 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 nurse bank employees/agency staff as required.
- Facilitates the process to ensure the performance and skills of nurse bank employees 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 6 – TEMPLATE CERTIFICATE OF SERVICE

<u>Certificate of Service</u>	
(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 was employed as a casual registered nurse or casual midwife from the period _____ to _____. Of this period, a total of _____ (years and days) counted as eligible service for the purpose of Long Service Leave.	
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).	
During the above period, the Employee transferred Long Service Leave accrued in respect of the period _____ to _____, to another employer or employers.	
The Employee had accrued personal leave totalling _____ hours as at the date of cessation of employment with the Employer.	
Tick all boxes that apply:	
<input type="checkbox"/>	The Employee received a payment in lieu of all unused, accrued Long Service Leave on cessation of employment with the Employer
<input type="checkbox"/>	The Employee remains employed with (Name of Institution)
<input type="checkbox"/>	The Employee was employed by the Employer as an Enrolled Nurse as at 30 May 2012
<input type="checkbox"/>	The Employee was employed by the Employer as an Enrolled Nurse at EN Level 3
<input type="checkbox"/>	The Employer has on record a Certificate of Service from another employer covered by the <i>Nurses (Victorian Public Sector) (Single Interest Employers) Enterprise Agreement 2020-2024</i> (attach a copy)
Position held:	Classification Held:

Signed:

(Stamp of Institution):

**NOTE:** Upon receipt of the Certificate of Service, the Second Employer must notify the previous Employer that it has recognised any period of long service leave, and if so, the period so recognised.

(Name of Institution)

(Date)

\_\_\_\_\_ (period of service recognised)

Signed:

(Stamp of Institution):

**APPENDIX 7 – LETTER FROM TIM LEE TO LISA FITZPATRICK DATED  
24 DECEMBER 2004**

05-659568

320-101-635  
c/c



**Department of Human Services**

Incorporating: Health, Community Services, Aged Care and Housing

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GPO Box 4057  
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Telephone: (03) 9616 7777  
Facsimile: (03) 9616 8329

24 December, 2004

OUR REF: MC

YOUR REF:

Lisa Fitzpatrick  
State Secretary  
Australian Nursing Federation  
Victorian Branch  
540 Elizabeth Street  
MELBOURNE VIC. 3000

**RECEIVED**

- 4 JAN 2005

**A.N.F. (V.B.)**

Dear Lisa

**Re: No Lift Co-ordinators**

Further to our recent discussions regarding the funding to be made available for the additional No Lift Co-ordinators in accordance with the Heads of Agreement, I confirm as follows:

1. The additional No Lift Co-ordinators agreed to under clause 2(f) of the Heads of Agreement will be paid at the Grade 4A rate of pay and funded as such, although the positions may be filled by registered nurses in any division of the Nurses' Board Register: and
2. The status quo with respect to classification is to be maintained in respect of other No Lift Co-ordinators for whom no provision was made in the Heads of Agreement, and accordingly no additional funding provided.

I trust this clarifies the agreed position and can now be properly reflected in the draft Agreement.

Yours sincerely

Tim Lee  
Director, Industrial Relations

cc. Alec Djoneff, VHIA



## APPENDIX 8 - Campus Categories

### Campus level descriptors

<b>8A</b>	<i>The main campus of a major metropolitan or major regional health service (non-specialist)</i>
<b>8B</b>	<i>The main health service campus of large regional health service, typically an ex Base Hospital or large District Hospital not named in A</i>
<b>8C</b>	<i>A mid-range sized campus of a metropolitan health service, A campus that is a metropolitan community hospital, A campus that was a District Hospital but not named in B</i>
<b>7A</b>	<i>A large multi-ward campus that does not include acute services</i>
<b>8D</b>	<i>A small health service that includes acute services</i>
<b>7B</b>	<i>A small campus that does not include acute services</i>

### Campuses by descriptor

DON	7B	8D	7A	8C	8B	8A
(Nurse Manager 7 – 8)	Alan David Lodge	Alexandra	Royal Talbot Rehabilitation Centre	Caulfield Hospital	Wodonga Campus	The Alfred Hospital
	Trentham Health	Myrtleford	Queen Elizabeth Centre	Sandringham Hospital	Bairnsdale Regional Health Service - Day Street	Austin Hospital
	Darlingford Upper Goulburn Nursing Home Inc	Bright	Residential Aged Care - Wendouree	Castlemaine Health	Wonthaggi Campus	Heidelberg Repatriation Hospital
	Indigo North Health	Mount Beauty	Residential Aged Care - Ballarat East	Colac Area Health	Sale Hospital	Ballarat Base Hospital
	Sea Lake Campus	Beaufort Campus	Residential Aged Care - Sebastopol	Bacchus Marsh Hospital	Angliss Hospital	University Hospital Geelong
	Cyril Jewell House Nursing Home	Skipton Campus	Residential Aged Care - Sebastopol	East Grampians Health Service - Ararat	Maroondah Hospital	Bendigo Hospital
	Boyne Russell House Nursing	Beechworth Health Service	McKellar Centre	Wantirna Health	Echuca Regional Health	Box Hill Hospital
		Benalla Health - Coster Street			Leongatha campus	Latrobe Regional Hospital

Chestnut Gardens	Boort District Health - Kiniry Street	Gibson Street Complex	Maryborough Campus	Shepparton Campus - GV Health	Royal Melbourne Hospital
Yarraman Nursing Home	Calvary Health Care Bethlehem	Golden Oaks Complex	Cranbourne Integrated Care Centre	Werribee Mercy Hospital	Mercy Hospital for Women
Illoura	Casterton Memorial Hospital	Peter James Centre	Moorabbin Hospital	Mildura Base Hospital	Monash Medical Centre - Clayton
Jacaranda Village	Maffra Hospital	Lyndoch Nursing Home	Broadmeadows Hospital	Northeast Health Wangaratta	Monash Children's Hospital
Manangatang campus	Creswick Health	Royal Park Campus	Rosebud Hospital	RVEEH Main Hospital, Gisborne Street	Casey Hospital
Cambridge House Aged Residential	Daylesford Health	O'Connell Family Centre	Portland District Health	South West Healthcare - Warrnambool Campus	Dandenong Hospital
Berengara Aged residential Kew (commissioning in July 2020)	Kyneton Health	Kingston Centre	St Georges Hospital	West Gippsland Healthcare Group Hospital	Northern Hospital Epping Campus
Swan Hill District Health - Jacaranda Lodge	Cohuna District Hospital	Bundoora Campus	Caritas Christi Hospice	Hamilton Base Hospital	Frankston Hospital
Andrews House	Corryong Health	The Mornington Centre	Stawell Regional Health - Clinical and Residential Care	Wimmera Health Care Group - Horsham Campus	Peter MacCallum Cancer Centre - Parkville
Rainbow	East Grampians Health Service - Willaura	Golf Links Road	Swan Hill District Health - Main Campus		St Vincent's Hospital
Rupanyup	St Arnaud	Queen Elizabeth Centre Noble Park	Nhill		The Royal Children's Hospital
Grange Residential Aged Care Service	Birchip	Tweddle Footscray	Williamstown Hospital		Royal Women's Hospital - Parkville Campus
Hazeldean	Charlton		Sunbury Day Hospital		Sunshine Hospital
	Donald				Footscray Hospital
	Wycheproof				

		<p>Yarra Ranges Health</p> <p>Healesville</p> <p>Edenhope and District Memorial Hospital</p> <p>Korumburra campus</p> <p>Waranga Health - GV Health</p> <p>Tatura Campus - GV Health</p> <p>Otway Health</p> <p>Lorne Community Hospital</p> <p>Heathcote Health</p> <p>Hesse Rural Health Winchelsea</p> <p>Heywood Rural Health - Barclay Street</p> <p>Inglewood &amp; Districts Health Service - Hospital Street</p>				
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		<p>Kerang &amp; District Hospital</p> <p>Kooweerup Regional Health Services</p> <p>Kyabram</p> <p>Maldon Hospital</p> <p>Ouyen</p> <p>Mansfield District Hospital</p> <p>Avoca Campus</p> <p>Dunolly Campus</p> <p>Moyne Health Service Port Fairy</p> <p>NCN Health - Nathalia</p> <p>NCN Health - Cobram</p> <p>NCN Health - Numurkah</p> <p>Omeo District Health - Easton St</p> <p>Orbost Regional Health</p>				
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		Robinvale campus Rochester & Elmore District H.S Warracknabeal Hopetoun Seymour Health - Bretonneux St South Gippsland Hospital, Foster South West Healthcare - Camperdown Campus Port Philip Prison Tallangatta Terang Hospital Campus Mortlake Campus Kilmore Hospital Timboon & District Healthcare Service Jeparit Kaniva				
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		<p>Natimuk</p> <p>Penshurst District Health Service</p> <p>Coleraine District Health Service</p> <p>Dimboola Campus</p> <p>Yarram &amp; District Health</p> <p>Yarrawonga Health - Piper St</p> <p>Yea &amp; District Memorial Hospital</p>				
<p>DDON</p> <p>(Nurse Manager 6)</p>	<p>6D</p> <p>A DDON employed on a 7A or 7B campus</p>	<p>6C</p> <p>A DDON employed on an 8D or 8C campus</p>	<p>6B</p> <p>A DDON employed on an 8B campus</p>	<p>6A</p> <p>A DDON employed on an 8A campus</p>		
<p>ADON</p> <p>(Nurse Manager 5)</p>	<p>5D</p> <p>An ADON employed on a 7A or 7B campus</p>	<p>5C</p> <p>An ADON employed on an 8D or 8C campus</p>	<p>5B</p> <p>An ADON employed on an 8B campus</p>	<p>5A</p> <p>An ADON employed on an 8A campus</p>		
<p>AHC</p> <p>(Nurse Manager 5)</p>	<p>An AHC employed on a 7A or 7B campus</p>	<p>An AHC employed on an 8D or 8C campus</p>	<p>An AHC employed on an 8B campus</p>	<p>An AHC employed on an 8A campus</p>		

Exception – fixed roles	<p>Is a Registered Nurse or Midwife who has responsibility for a project or process affecting more than one ward or unit within a campus will be classified as Assistant Director of Nursing (NM5C)</p> <p>Is a Registered Nurse or Midwife who has responsibility for a project or process in more than one campus or across all units/wards in a single Health Service will be classified as Assistant Director of Nursing (NM5B).</p>
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Principal Educator	<p>6D</p> <p>A Principal Educator employed on a 7A or 7B campus</p>	<p>6C</p> <p>A Principal Educator employed on an 8D or 8C campus</p>	<p>6B</p> <p>A Principal Educator employed on an 8B campus</p>	<p>6A</p> <p>A Principal Educator employed on an 8A campus</p>
Deputy Principal Educator	<p>5D</p> <p>A Deputy Principal Educator employed on a 7A or 7B campus</p>	<p>5C</p> <p>A Deputy Principal employed on an 8D or 8C campus</p>	<p>5B</p> <p>A Deputy Principal employed on an 8B campus</p>	<p>5A</p> <p>A Deputy Principal employed on an 8A campus</p>

## APPENDIX 9 - Health Service Categories

### Health Service Level Descriptors

<b>Group A</b>	<i>A major or specialist metropolitan health service or major regional health service</i>
<b>Group B</b>	<i>A large regional health service, typically an ex Base Hospital or large District Hospital not named in A</i>
<b>Group C</b>	<i>A regional health service</i>

The above descriptors are indicative, however once a Health Service is categorised in the table below, it remains fixed in that category until a new agreement is made to replace this Agreement, or agreement is reached with the ANMF and VHIA due to major organisational change.

<b>EDON</b>	<b>Group A</b>	<b>Group B</b>	<b>Group C</b>
(Nurse Manager 9)	Alfred Health	Albury Wodonga Health	Alpine Health
	Austin Health	Mildura Base Hospital	Bass Coast Health
	Ballarat Health Services	RVEEH	Beaufort & Skipton Health Service
	Barwon Health	Dental Health - Royal Dental Hospital	Djerriwarrh Health
	Bendigo Health	Central Gippsland Health	East Grampians Health Service
	Eastern Health	South West Healthcare	East Wimmera Health Services
	Latrobe Regional Health Service	West Gippsland Healthcare Group	Great Ocean Road Health
	Mercy Public Hospitals Inc	Goulburn Valley Health	Hepburn Health
	Monash Health	Northeast Health Wangaratta	Nathalia Cobram Numurkah Health Service
	Melbourne Health	Wimmera Health Care Group	Rural Northwest Health
	Northern Health	Bairnsdale Regional Health Service	Terang & Mortlake Health Services
	Peninsula Health	Gippsland Southern Health Service	

	<p>Royal Children's Hospital</p> <p>Royal Women's Hospital</p> <p>St Vincent's Hospital</p> <p>Victorian Comprehensive Cancer Centre/Peter MacCallum Cancer Centre</p> <p>Western Health</p>	<p>Swan Hill District Health</p>	<p>Mallee Track Health &amp; Community Service</p> <p>Maryborough &amp; District Health Service</p> <p>Robinvale District Health Services</p> <p>Western District Health Service</p> <p>West Wimmera Health Service</p>
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