

NSWNMA/AMA (NSW) LETTER OF APPOINTMENT 2015 - 17

This employment contract has been developed jointly and is endorsed by the NSW Nurses' and Midwives' Association ("NSWNMA") and the Australian Medical Association (NSW) Limited ("AMA") to guide and provide assistance to our respective members in relation to the employment of Practice Nurses in general and specialist settings.

It recognises the important role of Practice Nurses in enhancing the quality and scope of primary health care services in NSW.

Members of NSWNMA and AMA (NSW) are advised to contact their relevant Association for specialist advice and assistance with this contract.



[insert date]

[insert name and address of new employee]

Dear *[insert name of employee]*

I am pleased to advise that your application for employment has been successful. The following offer sets out the terms and conditions of this appointment.

1. **Employer:** *[insert name of employer/medical centre]*

2. **Title of Position:** *[insert position title]*

3. **Reports to:** *[insert position i.e. Practice Manager]*

4. **Commencement Date:** *[insert starting date]*

5. **Term and Renegotiation:**

5.1 The nominal expiry date of the terms of this contract is 30 June 2018, however it remains in place until replaced by a new negotiated contract.

5.2 The NSWNMA and AMA will recommence negotiations by March 2018.

6. **General conditions of employment:**

6.1 The minimum conditions of employment are governed by the National Employment Standards ("NES") as summarised in **Schedule 1** of this agreement.

6.2 The safety net of wages and conditions is covered by The Nurses Award 2010 ("the Award") as summarised in **Schedule 2** of this agreement.

6.3 To the extent anything in this contract is inconsistent with the National Employment Standards, the more favorable provision for the employee will apply.

7. **Classification:**

Your position is classified as a *[insert level]* under **Schedule 3** of the Agreement and defined in **Schedule 4**.

8. **Remuneration:**

Your rate of pay is *[insert weekly, hourly rate, or annual salary as applicable]* as per **Schedule 3** or a higher rate of *[insert amount]*

9. **Additional Arrangements:** In addition the following matters are agreed:

[insert arrangements]

10. **Type of Employment**

The position is: *[please tick one]*

- Full time: A full-time employee is one who is engaged to work 38 hours per week.
- Part time: A part-time employee is an employee who is engaged to work less than an average of 38 ordinary hours per week and whose hours of work are reasonably predictable.

To reflect this, the agreed minimum number of guaranteed hours will be *[insert number of hours]*.

Annual Review of Hours for Part-time Employees:

Where the employee is regularly working more than their specified contract hours they may request that their contracted hours are reviewed by their Manager. The Manager will formally respond to the request by the employee and will not unreasonably reject the request. The Manager will also take into account that the hours worked in the following circumstances will not be incorporated to any adjustment made:

- (i) if the increase in hours is as a direct result of an employee being absent on leave, such as for example, annual leave, long service leave, maternity leave, workers compensation; and
- (ii) if the increase in hours is due to a temporary increase in hours only due, for example, to the specific needs of a client.

- Casual: A casual employee means an employee who is engaged and paid by the hour. By agreement between the employee and employer the casual may request permanent employment after six months of systematic and regular work in the practice.

A 25% loading will apply. Your hours of work will be set from time to time according to workload requirements. There will be no guarantee of weekly hours of work.

11. Hours of Work:

- 11.1** The specified hours of work per week shall be *[insert number of hours to be worked in the position]*.
- 11.2** Minimum engagement: The minimum engagement for a part time or casual employee is 3 hours.
- 11.3** You may be required to work reasonable additional hours from time to time. Where authorised, hours worked within the ordinary span of hours of the Nurses Award 2010 (6am to 6pm) or individual flexibility agreement will be paid at ordinary time rates.
- 11.4** Hours worked outside of the ordinary span of hours of the Nurses Award 2010, 38 hours per week or individual flexibility agreement (if relevant) will be paid at overtime rates or you will accrue an hour of Time Off in Lieu (TOIL) for each additional hour worked.
- 11.5** TOIL may accrue for a maximum of six months, unless mutually agreed. Time off in lieu must be taken within six months of it being accrued at ordinary rates.

11.6 Where it is not possible for a nurse to take the time off in lieu within the six month period, it is to be paid out at the appropriate overtime rate based on the rates of pay applying at the time payment is made.

11.7 Nurses cannot be compelled to take time off in lieu of overtime.

11.8 TOIL shall be taken at times agreed by the Practice Manager or Supervisor.

12. Broken shifts

12.1 By agreement, an employee may work broken shifts at any time.

12.2 A “broken shift” means a single shift worked by an employee that includes one or more breaks in excess of that provided for meal breaks, where the time between the commencement and termination of the broken shift shall not exceed 10 hours.

12.3 An employee must receive a minimum break of 10 hours between broken shifts rostered on successive days.

12.4 Where broken shifts are worked, employees shall receive the per shift allowance set out in **Schedule 3**.

12.5 All work performed beyond the maximum span of 10 hours for a broken shift will be paid at double ordinary pay.

13. Consultation Regarding Major Workplace Change

13.1 Employer to notify

13.1.1 Where an employer has made a definite decision to introduce major changes in production, program, organisation, structure or technology that are likely to have significant effects on employees, the employer must notify the employees who may be affected by the proposed changes and their representatives, if any.

13.1.2 Significant effects include termination of employment; major changes in the composition, operation or size of the employer’s workforce or in the skills required; the elimination or diminution of job opportunities, promotion opportunities or job tenure; the alteration of hours of work; the need for retraining or transfer of employees to other work or locations; and the restructuring of jobs. Provided that where this award makes provision for alteration of any of these matters an alteration is deemed not to have significant effect.

13.2 Employer to discuss change

13.2.1 The employer must discuss with the employees affected and their representatives, if any, the introduction of the changes, the effects the changes are likely to have on employees, and measures to avert or mitigate the adverse effects of such changes on employees and must give prompt consideration to matters raised by the employees and/or their representatives in relation to the changes.

13.2.2 The discussions must commence as early as practicable after a definite decision has been made by the employer to make such changes.

13.2.3 For the purposes of such discussion, the employer must provide in writing to the employees concerned and their representatives, if any, all relevant information about the changes including the nature of the changes proposed, the expected effects of the changes on employees and any other matters likely to affect employees provided that no employer is required to disclose confidential information, the disclosure of which would be contrary to the employer's interests.

14. Consultation about changes to rosters or hours of work

14.1 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.

14.2 The employer must:

14.2.1 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);

14.2.2 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

14.2.3 give consideration to any views about the impact of the proposed change that are given by the employee or employees concerned and/or their representatives.

14.3 The requirement to consult under this clause does not apply where an employee has irregular, sporadic or unpredictable working hours.

14.4 These provisions are to be read in conjunction with other award provisions concerning the scheduling of work and notice requirements.

15. Dispute Resolution

15.1 This dispute resolution procedure will apply to disputes about:

15.1.1 any matters arising in the employment relationship, except matters relating to the actual termination of employment of an employee;

15.1.2 threatened termination,

15.1.3 matters in relation to the NES as of 1 January 2010;

15.1.4 whether an employer had reasonable business grounds under subsection 65(5) of the Act - (requests for flexible working arrangements) or 76(4) of the Act - (requests for extending unpaid parental leave).

15.2 An employer or employee may appoint another person, organisation or association to accompany and/or represent them for the purposes of this clause.

15.3 In the event of a dispute, the parties will initially attempt to resolve the matter at the workplace level, including, but not limited to:

15.3.1 the employee and the Practice Manager discussing the matter; and

15.3.2 if the matter is still not resolved the parties arranging further discussions involving more senior levels of management (as appropriate).

15.4 If a dispute is unable to be resolved at the workplace, a party to the dispute may refer the matter to FWA or other appropriate statutory tribunal.

15.5 The parties agree that FWA shall have the power to do all such things as are necessary for the just resolution of the dispute including mediation, conciliation and finally arbitration.

15.6 While the dispute resolution procedure is being conducted, work must continue in accordance with this agreement and the Act. Subject to applicable occupational health and safety legislation, an employee must not unreasonably fail to comply with a direction by the employer to perform work, whether at the same or another workplace deemed safe and appropriate for the employee to perform.

16. Family Friendly Workplace

Taking into account the essential requirements of the job, the employer will, wherever possible, accommodate family/carer responsibilities of the employee including requests for flexible working hours to enable the employee to attend to such commitments.

17. Professional Development

17.1 Each permanent full time employee is entitled to three paid professional development days a year in recognition of Continuing Professional Development registration requirements. Permanent part time employees receive this entitlement on a pro rata basis.

17.2 Once approved by the employer as relevant/appropriate, all reasonable expenses including the course fee and registration is fully paid and considered paid time under this Agreement.

17.3 In addition, both full and part time employees will be entitled to one day paid leave a year to attend NSWNMA Annual Conference Professional Day for professional matters relating to nursing. Proof of registration to the conference will be provided to the employer upon request and expenses of attending the conference are not claimable from the employer.

18. Recognition of Relevant Qualifications

A continuing education allowance is paid to nurses and midwives who have attained a hospital certificate or postgraduate qualification in their speciality.

18.1 The allowances are not to be included in the employee's ordinary rate of pay.

- 18.2** The allowances are payable during periods of paid leave taken by an employee.
- 18.3** The allowances are payable to part time employees on a pro rata basis.
- 18.4** The allowances apply to Enrolled Nurses and Registered Nurse Years 1 to 8.
- 18.5** The continuing education allowance set out in **Schedule 3** is subject to the following conditions:
- 18.5.1** the allowance is only payable where the qualification is accepted by the employer to be directly relevant to the competency and skills used by the nurse in the duties of the position;
 - 18.5.2** an employee holding more than one relevant qualification is only entitled to one allowance, being the allowance of the highest monetary value;
 - 18.5.3** the employee claiming entitlement to a qualification allowance must provide evidence to the employer that they hold that qualification.

19. Workload Management

- 19.1** The parties to this Agreement acknowledge that management and employees have a responsibility to maintain a balanced workload and recognise the adverse affects that excessive workloads have.
- 19.2** To ensure best practice patient care, it is important that any excessive or unreasonable workloads are identified and such discussions will occur at a local level to reach a satisfactory resolution.

20. Agreement Flexibility [optional]

- 20.1** The parties may agree to make an individual flexibility arrangement to vary the effect of terms of the agreement if:
- 20.1.1** the agreement deals with 1 or more of the following matters:
 - a) Arrangements for when work is performed;
 - b) Overtime rates;
 - c) Allowances; and
 - d) Leave loading.
 - 20.1.2** the arrangement meets the genuine needs of the employer and employee in relation to 1 or more of the matters mentioned in 20.1.1; and
 - 20.1.3** the arrangement is genuinely agreed to by the employer and employee.
- 20.2** The employer must ensure that the terms of the individual flexibility arrangement:
- 20.2.1** are about permitted matters under section 172 of the Fair Work Act 2009; and

20.2.2 are not unlawful terms under section 194 of the Fair Work Act 2009; and

20.2.3 result in the employee being better off overall than the employee would be if no arrangement was made.

20.3 The employer must ensure that the individual flexibility arrangement:

20.3.1 is in writing; and

20.3.2 includes the name of the employer and employee; and

20.3.3 is signed by the employer and employee and if the employee is under 18 years of age, signed by a parent or guardian of the employee; and

20.3.4 includes details of:

- a) the terms of the agreement that will be varied by the arrangement; and
- b) how the arrangement will vary the effect of the terms; and
- c) how the employee will be better off overall in relation to the terms and conditions of his or her employment as a result of the arrangement; and
- d) the day on which the arrangement commences.

20.4 The employer must give the employee a copy of the individual flexibility arrangement within 14 days after it is agreed to.

20.5 The employer or employee may terminate the individual flexibility arrangement:

20.5.1 by giving no more than 28 days written notice to the other party to the arrangement;
or

20.5.2 if the employer and employee agree in writing—at any time.

21. Probation:

21.1 A probationary period of six (6) months shall be served upon the commencement of employment. During this period regular discussions regarding your progress will take place between the parties.

21.2 On or before the completion of this probationary period, and subject to an assessment of your suitability for ongoing employment, the employer shall either confirm employment or terminate employment.

21.3 During the probationary period, the employment may be terminated by either party on one week's notice.

22. Duties:

The above mentioned position involves the duties and responsibilities listed in the attached Position Description *[delete if not applicable]*.

23. Confidentiality:

23.1 *[Insert name of medical practice]* handles sensitive information, in particular the medical records of patients. At no stage during or subsequent to your employment with this Practice, will you be allowed to access without good clinical reason, copy, distribute, reveal or discuss any information relating to the operation of the Practice or medical records of any Practice patient.

23.2 Where it is shown that you have breached the confidentiality provisions of this letter of appointment, your employment may be subject to summary termination.

24. Tea and Meal Breaks:

Each employee is entitled to paid teabreaks for every four hour period worked and an unpaid mealbreak of *[insert time between 30 and 60 minutes]* minutes per day if required to work in excess of five hours, however, flexibility is required during busy periods.

25. Superannuation:

25.1 Superannuation shall be paid by the employer in accordance with the relevant legislation.

25.2 The Choice of Fund legislation applies to your employment. Therefore, you are requested to nominate a complying superannuation fund for employer contributions to be paid into.

26. Long Service Leave:

Long service leave will be accrued and paid in accordance with applicable legislation.

27. Parental Leave:

27.1 In addition to the NES summarised in **Schedule 1**, an employee returning from a period of parental leave is entitled to be employed in the position held by the employee immediately before proceeding on that leave or a position of comparable pay and status.

27.2 The employee has the right to request the employer to return to work on a part time basis.

28. Termination of Employment:

28.1 Either party may terminate the contract of employment by giving a period of notice in writing to the other party of at least the minimum required period under law, or by the payment or forfeiture for the equivalent of the notice period.

28.2 Nothing in this clause shall affect the employer's right to terminate this contract at any time without notice if you are found to have committed serious misconduct.

28.3 For the purposes of unfair dismissal proceedings in accordance with the Fair Work legislation, a person is *protected from unfair dismissal* if, at that time the person is an

employee who has completed a period of employment with their employer of at least the minimum employment period.

28.4 The minimum employment period is six (6) months where the practice has more than 15 employees, and twelve (12) months where the practice has less than 15 employees.

29. Professional Indemnity Insurance

The employer is responsible for the cost of such insurance and ensuring that sufficient and appropriate professional indemnity insurance is in place to cover the employee.

Please sign this letter and return a copy to the practice to acknowledge your acceptance of the above terms and conditions.

(Employer)

(Employee)

(Date)

(Date)

Schedule 1: Statutory Entitlements in Summary

The National Employment Standards (NES) set minimum conditions for all national system employees:

1. A standard 38 hour working week for full time employees and the right to refuse unreasonable overtime;
2. Up to 24 months unpaid parental leave: 12 months unpaid parental leave with the right to request a further 12 months unpaid parental leave;
3. A right to request flexible working arrangements - for employees who are parents, or carers, or have a disability, are 55 or older or experiencing or supporting someone who is experiencing domestic violence;
4. 4 weeks paid annual leave each year, plus an additional week for shift workers;
5. 10 days paid personal / carer's leave each year, 2 days paid compassionate leave per occasion and 2 days unpaid emergency leave;
6. Unpaid community service leave;
7. All national and state public holidays;
8. Long service leave;
9. Notice of termination and, if employed in a business with 15 or more employees redundancy pay; and
10. A requirement that all employers provide new employees with information about their rights (a Fair Work Information Statement).

Schedule 2: Nurses' Award 2010

Summary of key provisions of the safety net award are below:

Award flexibility

A clause required to be in every award that allows certain terms of the award to be varied by written agreement to suit the individual needs of the employer and individual employee.

Consultation and dispute resolution clauses

The award, like other provisions of the *Fair Work Act*, requires a high level of consultation to be carried out by employers on workplace changes and on changes to an employee's regular hours or ordinary hours of work.

Provisions for full-time, part-time and casual employment

Full-time employment is based on a 38 hour week. A part-time employee is engaged to work less than an average of 38 ordinary hours per week and whose hours of work are reasonably predictable. Before commencing part-time employment, the employer and employee will agree in writing the guaranteed minimum number of hours to be worked and the rostering arrangements which will apply to those hours. Casual employees will receive a casual loading of 25%.

Wages

The award provides for minimum wage rates for each classification of employee (Registered Nurses, Enrolled Nurses and Nursing Assistants/Assistants in Nursing). These wage rates will be subject to variation through the national wage cases conducted by Fair Work Australia.

Allowances

Some allowances will be adjusted in line with the Consumer Price Index on an annual basis. The value of the uniform allowance will be \$324.48 per annum for a full-time employee with a laundry allowance on top of that. Other allowances are provided for meals, on call, travel etc. Continuing Education Allowance is no longer protected in the Award and there are changes to the in-charge allowance and on call allowance.

Hours of work

The maximum shift length, or hours of work per day, will be ten hours exclusive of meal breaks. The rest breaks between shifts will be at least 8 hours.

Overtime

Overtime will be paid from Monday to Saturday at time and a half for the first two hours and double time thereafter, on Sunday at double time and on public holidays at double time and a half. All time worked by part time employees in excess of the rostered daily ordinary full-time hours will be overtime. Where TOIL is taken, it should be taken at overtime rates.

Annual leave

Annual leave will be five weeks for full time employees and six weeks for shift workers. A shift worker is defined as an employee who:

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

Public holidays

All work done by an employee during their ordinary shifts on a public holiday including a substituted day will be paid at double time of the ordinary rate of pay. An employee with their employer's agreement may substitute some of the payment for working on a public holiday for additional leave.

Ceremonial leave

An employee who is legitimately required by Aboriginal or Torres Strait Islander tradition to be absent from work for Aboriginal or Torres Strait Islander ceremonial purposes will be entitled to up to ten working days unpaid leave in any one year, with the approval of the employer.

Schedule 3: Rates of Pay and Allowances

Classification (Nurses' Award 2010)	Classification	1 October 2015 (2.5%)		1 July 2016 (2.5%)		1 July 2017 (2.5%)	
		Hourly	Casual + 25%	Hourly	Casual + 25%	Hourly	Casual + 25%
	Enrolled Nurse without medication						
	EN 1 st Year	\$23.17	\$28.97	\$23.74	\$29.69	\$24.34	\$30.43
	EN 2 nd Year	\$23.65	\$29.56	\$24.24	\$30.30	\$24.84	\$31.06
	EN 3 rd Year	\$23.93	\$29.92	\$24.53	\$30.67	\$25.15	\$31.43
	EN 4 th Year	\$24.43	\$30.53	\$25.04	\$31.30	\$25.66	\$32.08
	EN 5 th Y + Thereafter	\$24.89	\$31.12	\$25.51	\$31.90	\$26.15	\$32.69
	Enrolled Nurses						
Pay point 1	EN 1 st Year	\$25.14	\$31.43	\$25.77	\$32.21	\$26.42	\$33.02
Pay point 2	EN 2 nd Year	\$25.40	\$31.75	\$26.03	\$32.55	\$26.69	\$33.36
Pay point 3	EN 3 rd Year	\$25.65	\$32.06	\$26.29	\$32.86	\$26.94	\$33.69
Pay point 4	EN 4 th Year	\$25.91	\$32.39	\$26.56	\$33.20	\$27.22	\$34.03
Pay point 5	EN 5 th Y +Thereafter	\$26.17	\$32.71	\$26.82	\$33.53	\$27.49	\$34.36
	Registered Nurses - Level 1						
Pay point 1	RN 1 st Year	\$25.88	\$32.35	\$26.53	\$33.16	\$27.19	\$33.99
Pay point 2	RN 2 nd Year	\$27.21	\$34.01	\$27.89	\$34.86	\$28.59	\$35.73
Pay point 3	RN 3 rd Year	\$28.53	\$35.65	\$29.24	\$36.54	\$29.97	\$37.45
Pay point 4	RN 4 th Year	\$29.94	\$37.42	\$30.69	\$38.36	\$31.46	\$39.32
Pay point 5	RN 5 th Year	\$31.34	\$39.19	\$32.13	\$40.17	\$32.93	\$41.17
Pay point 6	RN 6 th Year	\$32.76	\$40.95	\$33.58	\$41.97	\$34.42	\$43.02
Pay point 7	RN 7 th Year	\$34.35	\$42.94	\$35.21	\$44.01	\$36.09	\$45.11
Pay point 8+Thereafter	RN 8 th Y+Thereafter	\$35.70	\$44.63	\$36.59	\$45.74	\$37.51	\$46.89
	Registered Nurse - Level 2						
	CNS	\$37.08	\$46.36	\$38.01	\$47.52	\$38.96	\$48.71
	Registered Nurse - Level 3						
	NUM Level 1	\$44.40	\$55.50	\$45.51	\$56.89	\$46.65	\$58.31
	NUM Level 2	\$46.42	\$58.04	\$47.58	\$59.49	\$48.77	\$60.97

NSWNMA/AMA (NSW) LETTER OF APPOINTMENT 2015-17

Classification		1 October 2015 (2.5%)		1 July 2016 (2.5%)		1 July 2017 (2.5%)	
(Nurses' Award 2010)		Classification	Hourly	Casual + 25%	Hourly	Casual + 25%	Hourly
	NUM Level 3	\$47.63	\$59.53	\$48.82	\$61.02	\$50.04	\$62.55
Nurse Practitioner	Nurse/Midwifery Practitioners 1 st Year	\$58.31	\$72.89	\$59.77	\$74.71	\$61.26	\$76.58
	Nurse/Midwifery Practitioners 2 nd Year	\$59.39	\$74.24	\$60.87	\$76.10	\$62.40	\$78.00
	Nurse/Midwifery Practitioners 3 rd Year	\$60.91	\$76.14	\$62.43	\$78.04	\$63.99	\$79.99
	Nurse/Midwifery Practitioners 4 th Year	\$62.43	\$78.04	\$63.99	\$79.99	\$65.59	\$81.99

Allowances

	Rates effective first pay period on or after 1/10/2015	Rates effective first pay period on or after 1/7/2016	Rates effective first pay period on or after 1/7/2017
Continuing Education Allowances			
Hospital Post Registration Certificate	\$26.57	\$27.23	\$27.94
Post Graduate Certificate	\$26.57	\$27.23	\$27.94
Post Graduate Diploma or Degree	\$36.23	\$37.14	\$38.11
Masters Degree or Doctorate	\$48.32	\$49.53	\$50.81
Enrolled Nurse Certificate 4	\$26.57	\$27.23	\$27.94
Enrolled Nurse Advanced Diploma of Nursing	\$26.57	\$27.23	\$27.94
Broken Shift	\$9.81	\$10.05	\$10.32
Vehicle	\$0.87	\$0.89	\$0.92

Relevant Post Registration Certificates are:

- **Community Health**
- **Geriatrics**
- **Mental health**
- **Midwifery**
- **Paediatrics**
- **Advanced Practice**
- **Clinical Practice (General Practice Nursing)**
- **Primary Care Nursing**
- **Diabetes Education**

Schedule 4: Nursing Definitions and Classifications

Incremental progression to the second year and thereafter rate shall be upon completion of 12 months satisfactory full-time service (or pro rata part time service).

“**AHPRA**” means the Australian Health Practitioner Regulation Agency.

“**Board**” means the Nursing and Midwifery Board of Australia and shall also be taken to mean a reference to AHPRA as appropriate/applicable.

“**Enrolled Nurse without medication qualification**” means a person registered by the Board as an enrolled nurse with the notation “does not hold a Board approved qualification in medicines administration”.

“**Enrolled Nurse**” means a person enrolled by the Board as an enrolled nurse.

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

“**Clinical Nurse Specialist/Clinical Midwife Specialist**” means: a Registered Nurse/Midwife who applies a high level of clinical nursing knowledge, experience and skills in providing complex nursing/midwifery care directed towards a specific area of practice, a defined population or defined service area, with minimum direct supervision.

- (1) A Clinical Nurse Specialist/Clinical Midwife Specialist shall satisfy the following minimum criteria:
 1. Relevant post-registration qualifications and at least 12 months experience working in the relevant clinical area of their post-registration qualification; or four years post- registration experience, including three years experience in the relevant specialist field.
 2. A Clinical Nurse Specialist/Clinical Midwife Specialist is distinguished from an 8th Year Registered Nurse/Midwife by being required to satisfy the following criteria:
 1. actively contributes to the development of clinical practice
 2. acts as a resource and mentor to others in relation to clinical practice; and
 3. actively contributes to their own professional development.

“**Nursing/Midwifery Unit Manager**” means a registered nurse in charge of a practice or group of practices and whose responsibilities include:

1. **CO-ORDINATION OF PATIENT SERVICES –**
 - (1) liaison with all health care disciplines for the provision of services to meet patient needs;
 - (2) the orchestration of services to meet patient needs after discharge;
 - (3) monitoring catering and transport services.
2. **PRACTICE MANAGEMENT –**
 - a. implementation of practice policy;
 - b. dissemination of information to all personnel;
 - c. ensuring environmental safety;
 - d. monitoring the use and maintenance of equipment;
 - e. monitoring the supply and use of stock and supplies;
 - f. monitoring cleaning services.
3. **NURSING STAFF MANAGEMENT –**
 1. direction, co-ordination and supervision of nursing activities;
 2. training, appraisal and counselling of nursing staff;
 3. rostering and/or allocation of nursing staff;
 4. development and/or implementation of new nursing practice according to patient need.

“**Nurse/Midwife Practitioner**” means a registered nurse/midwife appointed as such to a position, and who is endorsed by the Board, pursuant to Sections 95 and 96 of the *Health Practitioner Regulation National Law (NSW)* as qualified to practice as a nurse/midwife practitioner.