



DECISION

Fair Work Act 2009
s.185—Enterprise agreement

The Cram Foundation
(AG2016/6987)

THE CRAM FOUNDATION NURSES ENTERPRISE AGREEMENT 2016

Health and welfare services

COMMISSIONER JOHNS

MELBOURNE, 5 JANUARY 2017

Application for approval of The Cram Foundation Nurses Enterprise Agreement 2016.

[1] On 11 November 2016, The Cram Foundation (**Applicant**) made an application for approval of *The Cram Foundation Nurses Enterprise Agreement 2016* (**Agreement**). The application was made pursuant to s 185 of the *Fair Work Act 2009* (Cth) (**Act**). The Agreement is a single-enterprise agreement.

[2] The Agreement was lodged within 14 days after it was made.

[3] The Commission is satisfied that each of the requirements of ss 186, 187 and 188 of the Act, as are relevant to this application for approval, has been met.

[4] The Australian Nursing and Midwifery Federation and the New South Wales Nurses and Midwives' Association, being bargaining representatives for the Agreement, have given notice under s 183 of the Act that they want the Agreement to cover them. In accordance with s 201(2), the Commission notes that the Agreement covers these organisations.

[5] The Agreement is approved. In accordance with s 54 of the Act the Agreement will operate from 12 January 2017. The nominal expiry date of the Agreement is 30 June 2019.



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The Cram Foundation Nurses Enterprise Agreement 2016

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1. TITLE

This Agreement is The Cram Foundation Nurses Enterprise Agreement 2016.

2. COMMENCEMENT AND PERIOD OF OPERATION

2.1 This Agreement shall start to operate on the first full pay period to commence 7 days after its approval by the Fair Work Commission

2.2 The nominal expiry date of this Agreement shall be 30th June 2019.

2.3 The parties agree that discussions shall commence for a new agreement no later than three months prior to the expiry date of the Agreement.

3. COVERAGE - THIS AGREEMENT COVERS THE FOLLOWING;

- (a) The Cram Foundation; and
- (b) Nursing staff employed by the Cram Foundation as classified in Schedule A of the Agreement.
- (c) This Agreement is made under section 172 of the Fair Work Act 2009. The employer will take the necessary steps to seek approval of this Agreement under section 186 of the Act.

Notation: It is acknowledged that the NSW Nurses and Midwives Association / Australian Nursing and Midwifery Federation NSW Branch (NSWNMA) may apply to be covered by this Agreement in accordance with the Fair Work Act 2009.

4. DEFINITIONS

Award means the Nurses Award 2010

Act means the *Fair Work Act 2009* (Cth)

Agreement means The Cram Foundation Nurses Enterprise Agreement 2014

Board means the Nursing and Midwifery Board of Australia and shall also be taken to mean a reference to the Australian Health Practitioner Regulation Agency as appropriate/applicable

Employer means The Cram Foundation (ABN 45 001 327 519)

Employee means an employee employed by The Cram Foundation in the classifications listed in Schedule A – Classification Definitions of this Agreement at any service delivery location within New South Wales.

EN means Enrolled Nurse as defined in Schedule A – Classification Definitions

FWC means Fair Work Commission

IFA means Individual Flexibility Arrangement as contained in clause 6 of this Agreement

NES means the National Employment Standards as contained in sections 59 to 131 of the *Fair Work Act 2009* (Cth)

NSWNMA means NSW Nurses and Midwives Association / Australian Nursing and Midwifery Federation NSW Branch

Parties means The Cram Foundation and employees covered by this Agreement.

RN means Registered Nurse as defined in Schedule A – Classification Definitions

Standard rate means the minimum wage for a Registered nurse—level 1 pay point 1

Union means the NSW Nurses and Midwives' Association / Australian Nursing and Midwifery Federation NSW Branch

5. POSTING OF THE NES AND AGREEMENT

A copy of both the NES and this Agreement shall be displayed in a convenient place at the workplace as to be easily read by all employees.

6. AGREEMENT FLEXIBILITY

6.1 An employer and employee covered by this enterprise agreement may agree to make an individual flexibility arrangement to vary the effect of terms of the agreement if:

(a) the agreement deals with 1 or more of the following matters:

- (i) arrangements about when work is performed;
- (ii) overtime rates;
- (iii) penalty rates;
- (iv) allowances;
- (v) leave loading; and

(b) the arrangement meets the genuine needs of the employer and employee in relation to 1 or more of the matters mentioned in paragraph (a); and

(c) the arrangement is genuinely agreed to by the employer and employee.

6.2 The employer must ensure that the terms of the individual flexibility arrangement:

(a) are about permitted matters under section 172 of the *Fair Work Act 2009*; and

(b) are not unlawful terms under section 194 of the *Fair Work Act 2009*; and

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

6.3 The employer must ensure that the individual flexibility arrangement:

(a) is in writing; and

(b) includes the name of the employer and employee; and

(c) 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

(d) includes details of:

(i) the terms of the enterprise agreement that will be varied by the arrangement; and

(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 his or her employment as a result of the arrangement; and

(e) states the day on which the arrangement commences.

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

- 6.5 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.

7. CONSULTATION REGARDING MAJOR WORKPLACE CHANGE

7.1 This term applies if:

- (a) the Employer has made a definite decision to introduce a major change to production, program, organisation, structure, or technology in relation to its enterprise; and
- (b) the change is likely to have a significant effect on the employees of the enterprise.

7.2 The Employer must notify the relevant Employees of the decision to introduce the major change.

7.3 The relevant Employees may appoint a representative for the purposes of the procedures in this term.

7.4 If:

- (a) a relevant Employee appoints, or relevant Employees appoint, a representative for the purposes of consultation; and
- (b) the Employee or Employees advise the Employer of the identity of the representative; the Employer must recognise the representative.

7.5 As soon as practicable after making its decision, the Employer must:

- (a) discuss with the relevant Employees:
 - (i) the introduction of the change; and
 - (ii) the effect the change is likely to have on the Employees; and
 - (iii) measures the Employer is taking to avert or mitigate the adverse effect of the change on the Employees; and
- (b) for the purposes of the discussion provide, in writing, to the relevant Employees:
 - (i) all relevant information about the change including the nature of the change proposed; and
 - (ii) information about the expected effects of the change on the Employees; and
 - (iii) any other matters likely to affect the Employees.

7.6 However, the Employer is not required to disclose confidential or commercially sensitive information to the relevant Employees.

7.7 The Employer must give prompt and genuine consideration to matters raised about the major change by the relevant Employees.

7.8 If a term in the enterprise agreement provides for a major change to production, program, organisation, structure or technology in relation to the enterprise of the Employer, the requirements set out in Clauses 7.2, 7.3 and 7.5 are taken not to apply.

7.9 In this term, a major change is likely to have a significant effect on Employees if it results in:

- (a) the termination of the employment of Employees; or

- (b) major change to the composition, operation or size of the Employer's workforce or to the skills required of Employees; or
- (c) the elimination or diminution of job opportunities (including opportunities for promotion or tenure); or
- (d) the alteration of hours of work; or
- (e) the need to retrain Employees; or
- (f) the need to relocate Employees to another workplace; or
- (g) restructuring of jobs.

7.10 For a change referred to in paragraph (1)(b):

- (a) the employer must notify the relevant employees of the proposed change; and
- (b) sub clauses 7.11 to 7.15 apply.

7.11 The relevant employees may appoint a representative for the purposes of the procedures in this term.

7.12 If:

- (a) a relevant employee appoints, or relevant employees appoint, a representative for the purposes of consultation; and
- (b) the employee or employees advise the employer of the identity of the representative;

the employer must recognise the representative.

7.13 As soon as practicable after proposing to introduce the change, the employer must:

- (a) discuss with the relevant employees the introduction of the change; and
- (b) for the purposes of the discussion—provide to the relevant employees:
 - (i) all relevant information about the change, including the nature of the change; and
 - (ii) information about what the employer reasonably believes will be the effects of the change on the employees; and
 - (iii) information about any other matters that the employer reasonably believes are likely to affect the employees; and
- (c) invite the relevant employees to give their views about the impact of the change (including any impact in relation to their family or caring responsibilities).

7.14 However, the employer is not required to disclose confidential or commercially sensitive information to the relevant employees.

7.15 The employer must give prompt and genuine consideration to matters raised about the change by the relevant employees.

7.16 In this term:

relevant employees means the employees who may be affected by a change referred to in subclause (1).

8. DISPUTE RESOLUTION

- 8.1 In the event of a dispute about a matter under this Agreement, or a dispute in relation to the NES, in the first instance the parties must attempt to resolve the matter at the workplace by discussions between the employee or employees concerned and the relevant supervisor. If such discussions do not resolve the dispute, the parties will endeavour to resolve the dispute in a timely manner by discussions between the employee or employees concerned and more senior levels of management as appropriate.
- 8.2 If a dispute about a matter arising under this Agreement or a dispute in relation to the NES is unable to be resolved at the workplace, and all appropriate steps under clause 8.1 have been taken, a party to the dispute may refer the dispute to the Fair Work Commission.
- 8.3 The parties may agree on the process to be utilised by the Fair Work Commission including mediation, conciliation and arbitration.
- 8.4 Where the matter in dispute remains unresolved, the Fair Work Commission may exercise any method of dispute resolution permitted by the Act that it considers appropriate to ensure the settlement of the dispute.
- 8.5 An employer or employee may appoint another person, organisation or association (which may include the NSWNMA) to accompany and/or represent them for the purposes of this clause.
- 8.6 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, that is safe and appropriate for the employee to perform.

9. TYPES OF EMPLOYMENT

9.1 Employment categories

Employees under this Agreement will be employed in one of the following categories:

- (a) full-time;
- (b) part-time; or
- (c) casual.

At the time of engagement an employer will inform each employee in writing whether they are employed on a full-time, part-time or casual basis.

9.2 An employer may direct an employee to carry out such duties that are within the limits of the employee's skill, competence and training, consistent with the respective classification.

9.3 Full-time employment

A full-time employee is one who is engaged to work 38 hours per week or an average of 38 hours per week pursuant to clause 18.1 of this Agreement.

9.4 Part-time employment

- (a) 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.

- (b) Such employee will have a 2 hour minimum engagement and 1 hour minimum engagement for all new employees post commencement of the agreement.
- (c) 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.
- (d) The terms of the agreement may be varied by agreement and recorded in writing.
- (e) The terms of this Agreement will apply on a pro rata basis to part-time employees on the basis that the ordinary weekly hours for full-time employees are 38. Where the employee is regularly working more than their specified contract hours they may request, on an annual basis that their contracted hours are reviewed by their Manager. The Manager will formally respond to the request by the employee stating the reason if the request is not agreed to. The Manager will not unreasonably reject the request. Declining a request for operational necessity will not be viewed as unreasonable. 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 resident or client.

Any adjusted contracted hours resulting from a review by the employer should however, be such as to readily reflect roster cycles and shift configurations utilised at the workplace.

9.5 Casual employment

- (a) A casual employee is an employee engaged as such on an hourly basis.
- (b) A casual employee will be paid an hourly rate equal to 1/38th of the weekly rate appropriate to the employee's classification plus a casual loading of 25%.
- (c) A casual employee will be paid a minimum of two hours pay for each engagement.
- (d) A casual employee will be paid shift allowances calculated on the ordinary rate of pay excluding the casual loading with the casual loading component then added to the penalty rate of pay.
- (e) Casual Conversion

A casual employee who has been rostered on a regular and systematic basis over 26 weeks (provided that the rostering pattern has not resulted from coverage for extended absences such as maternity leave, long service leave, workers compensation leave and extended sick leave) has the right to request conversion to permanent employment and that request will not be unreasonably refused by the employer. Declining a request due to operational necessity will not be viewed as unreasonable.

10. **TERMINATION OF EMPLOYMENT**

10.1 Notice of termination is provided for in the NES.

10.2 Notice of termination by an employee

The notice of termination required to be given by an employee is the same as that required of an employer except that there is no requirement on the employee to give additional notice based on the age of the employee concerned. If an employee fails to give the required notice the employer may withhold from any monies due to the employee on termination under this Agreement or the NES, and with the employee's consent an amount not exceeding the amount the employee would have been paid under this Agreement in respect of the period of notice required by this clause less any period of notice actually given by the employee.

10.3 Job search entitlement

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

11. **REDUNDANCY**

11.1 Redundancy pay is provided for in the NES.

11.2 Transfer to lower paid duties

Where an employee is transferred to lower paid duties by reason of redundancy, the same period of notice must be given as the employee would have been entitled to if the employment had been terminated and the employer may, at the employer's option, make payment instead of an amount equal to the difference between the former ordinary time rate of pay and the ordinary time rate of pay for the number of weeks of notice still owing.

11.3 Employee leaving during notice period

An employee given notice of termination in circumstances of redundancy may terminate their employment during the period of notice. The employee is entitled to receive the benefits and payments they would have received under this clause had they remained in employment until the expiry of the notice, but is not entitled to payment instead of notice.

11.4 Job search entitlement

(a) An employee given notice of termination in circumstances of redundancy must be allowed up to one day's time off without loss of pay during each week of notice for the purpose of seeking other employment.

(b) If the employee has been allowed paid leave for more than one day during the notice period for the purpose of seeking other employment, the employee must, at the request of the employer, produce proof of attendance at an interview or they will not be entitled to payment for the time absent. For this purpose a statutory declaration is sufficient.

(c) This entitlement applies instead of clause 10.3.

11.5 Redundancy Provisions

(a) Redundancy pay will be calculated in accordance with the following table:

Period of Continuous Service	Severance Pay
Less than one year	Nil
1 year but less than two years	4 weeks' pay
2 years but less than three years	6 weeks' pay
3 years but less than four years	7 weeks' pay
4 years but less than 5 years	8 weeks' pay
5 years but less than 6 years	10 weeks' pay
6 years but less than 7 years	11 weeks' pay
7 years but less than 8 years	13 weeks' pay
8 years but less than 9 years	14 weeks' pay
9 years and 10	16 weeks' pay
10 years and over	12 weeks

(b) The employee's entitlement to redundancy pay under the table above is limited to the amount of redundancy pay that exceeds the employee's entitlement to redundancy pay, if any, under the NES. This means employees receive the more beneficial redundancy pay entitlement but this is in substitution for and not in addition to the NES.

12. CLASSIFICATIONS

12.1 Classification definitions are set out in Schedule A - Classification Definitions. The employer must advise the employees in writing of their classification upon commencement and of any subsequent changes to their classification.

13. WAGES

Wages Table			
CLASSIFICATION	RATE OF PAY WEEK (\$) Operative from 1 July 2016 2.5% Increase	RATE OF PAY WEEK (\$) Operative from 1 July 2017 4.2% Increase	RATE OF PAY WEEK (\$) Operative from 1 July 2018 2.5% Increase
Enrolled Nurses			
Pay point 1	836.38	871.51	893.30
Pay point 2	852.72	888.53	910.74
Pay point 3	863.74	900.02	922.52
Pay point 4	881.22	918.23	941.19
Pay point 5	898.32	936.05	960.13

Registered nurses			
Minimum entry rate for a:			
(a) four year degree is pay point 3;			
(b) Masters degree is pay point 4.			
Registered nurse—level 1			
Pay point 1	933.66	972.87	997.19
Pay point 2	981.54	1022.76	1048.33
Pay point 3	1029.04	1072.26	1099.07
Pay point 4	1080.34	1125.71	1153.85
Pay point 5	1131.26	1177.77	1207.21
Pay point 6	1182.18	1231.83	1262.63
Pay point 7	1240.32	1292.41	1324.72
Pay point 8 and thereafter	1288.58	1342.70	1376.27
Registered nurse—level 2			
Pay point 1	1422.72	1482.47	1519.53
Pay point 2	1461.86	1523.26	1561.34
Pay point 3	1496.06	1558.89	1597.77
Pay point 4 and thereafter	1534.82	1599.28	1639.26
Registered Nurse – level 3			
Pay point 1	1490.10	1552.68	1591.50
Pay point 2	1517.57	1581.31	1620.84
Pay point 3	1543.81	1608.65	1648.87
Pay point 4	1571.63	1637.64	1678.58

14. PROGRESSION THROUGH PAY POINTS

14.1 Progression for all classifications for which there is more than one pay point will be by annual movement to the next pay point, or in the case of a part-time or casual employees 1786 hours of experience, having regard to the acquisition and use of skill described in the definitions contained in Schedule A - Classification Definitions and knowledge gained through experience in the practice settings over such a period.

15. ALLOWANCES

15.1 The allowances below shall be increased over the term of the agreement by the annual increases (percentage or dollar) as granted by the Fair Work Commission in its annual wage review decisions.

15.2 Clothing Allowance

An employee will be paid an allowance in compensation for the costs of purchasing and maintaining suitable clothing as follows \$7.73 per week (\$0.20 per hour) and then as per award increases.

15.3 Meal allowances

- (a) An employee will be supplied with an adequate meal where an employer has adequate cooking and dining facilities or be paid a meal allowance of \$13.26 in addition to any overtime payment as follows:
 - (i) When required to work after the usual finishing hour of work beyond one hour or, in the case of shift workers, when the overtime work on any shift exceeds one hour.
 - (ii) provided that where such overtime work exceeds four hours a further meal allowance of \$11.25 will be paid.
- (b) Clause 15.3(a) will not apply when an employee could reasonably return home for a meal within the meal break.
- (c) On request the meal allowance will be paid on the same day as overtime is worked.

15.4 On call allowance

- (a) On call is to be rostered and an on call allowance is paid to an employee who is required by the employer to be on call at their private residence, or at any other mutually agreed place. The employee is entitled to receive the following additional amounts for each 24 hour period or part thereof:
 - (i) between rostered shifts or ordinary hours Monday to Friday inclusive—2.35% of the standard rate;
 - (ii) between rostered shifts or ordinary hours on a Saturday—3.54% of the standard rate; or
 - (iii) between rostered shifts or ordinary hours on a Sunday, public holiday or any day when the employee is not rostered to work—4.13% of the standard rate.
- (b) For the purpose of this clause the whole of the on call period is calculated according to the day on which the major portion of the on call period falls.

15.5 Travelling, transport and fares

- (a) Any existing employees required and authorised to use their own motor vehicle in the course of their duties will be paid not less than \$0.78 per kilometre. New employees will be paid the ATO rate, as at the date of employment
- (b) When an employee is involved in travelling on duty, if the employer cannot provide the appropriate transport, all reasonably incurred expenses in respect to fares, meals and accommodation will be met by the employer on production of receipted account(s) or other evidence acceptable to the employer.
- (c) Provided further that the employee will not be entitled to reimbursement for expenses referred to in clause 15.5(b) which exceed the mode of transport, meals or the standard of accommodation agreed with the employer for these purposes.

15.6 Continuing Education Allowance

- (a) A registered nurse or enrolled nurse who holds a continuing education qualification in a clinical field, in addition to the qualification leading to registration or enrolment, shall be paid an allowance subject to the conditions set out in this clause.
- (b) The qualification must be accepted by the employer to be directly relevant to the competency and skills used by the employee in the duties of the position.
- (c) The allowance is not payable to Clinical Nurse Consultants or Nurse Practitioners.
- (d) An RN or EN holding more than one relevant qualification is only entitled to the payment of one allowance, being the allowance of the highest monetary value.
- (e) The employee claiming entitlement to a continuing education allowance must provide evidence to the employer that they hold that qualification and formally request that allowance.
- (f) An RN who holds a relevant postgraduate certificate in a clinical field that is accepted by the employer to be directly relevant to the competency and skills used by the RN in carrying out the duties of the position shall be paid a weekly allowance as set out in Item 1 Continuing Education Allowances table below.
- (g) An RN who holds a relevant postgraduate diploma or degree in a clinical field (other than a nursing undergraduate degree) that is accepted by the employer to be directly relevant to the competency and skills used by the RN in carrying out the duties of the position shall be paid a weekly allowance as set out in Item 2 Continuing Education Allowances table below.
- (h) An RN who holds a relevant master's degree or doctorate in a clinical field that is accepted by the employer to be directly relevant to the competency and skills used by the RN in carrying out the duties of the position shall be paid a weekly allowance as set out in Item 3 Continuing Education Allowances table below.
- (i) An EN who holds a relevant certificate IV qualification in a clinical field (not including a certificate IV qualification which has the effect of upgrading the qualification leading to enrolment) that is accepted by the employer to be directly relevant to the competency and skills used by the EN in carrying out the duties of the position shall be paid a weekly allowance as set out in Item 4 Continuing Education Allowances table below.
- (j) The allowances are not included in the employee's ordinary rate of pay and will not constitute part of the all-purpose rate.
- (k) A registered nurse or enrolled nurse who is employed on a part-time or casual basis shall be paid these allowances on a pro rata basis.
- (l) The rates for these allowances shall be adjusted in accordance with increases in other wage-related allowances contained in this Agreement.
- (m) The Continuing Education Allowances as set out in this clause shall be as follows:
Increases as per award.

Item No	Agreement clause Number	Current Allowance per week (operative from 1 July 2016)
1	15.7 (f)	17.14
2	15.7 (g)	28.56
3	15.7 (h)	34.26
4	15.7 (i)	11.41

16. PAYMENT OF WAGES

- 16.1 Wages must be paid fortnightly unless otherwise mutually agreed up to a monthly maximum period.
- 16.2 Employees will be paid by cash, cheque or electronic funds transfer, as determined by the employer, into the bank or financial institution account nominated by the employee.
- 16.3 When notice of termination of employment has been given by an employee or an employee's services have been terminated by the employer, payment of all wages and other monies owing to an employee will be made to the employee.

17. SUPERANNUATION

17.1 Superannuation legislation

- (a) Superannuation legislation, including the *Superannuation Guarantee (Administration) Act 1992* (Cth), the *Superannuation Guarantee Charge Act 1992* (Cth), the *Superannuation Industry (Supervision) Act 1993* (Cth) and the *Superannuation (Resolution of Complaints) Act 1993* (Cth), deals with the superannuation rights and obligations of employers and employees. Under superannuation legislation individual employees generally have the opportunity to choose their own superannuation fund. If an employee does not choose a superannuation fund, any superannuation fund nominated in the award covering the employee applies.
- (b) The rights and obligations in these clauses supplement those in superannuation legislation.

17.2 Employer contributions

An employer must make such superannuation contributions to a superannuation fund for the benefit of an employee as will avoid the employer being required to pay the superannuation guarantee charge under superannuation legislation with respect to that employee.

17.3 Voluntary employee contributions

- (a) Subject to the governing rules of the relevant superannuation fund, an employee may, in writing, authorise their employer to pay on behalf of the employee a specified amount from the post-taxation wages of the employee into the same superannuation fund as the employer makes the superannuation contributions provided for in clause 17.2.

- (b) An employee may adjust the amount the employee has authorised their employer to pay from the wages of the employee from the first of the month following the giving of three months' written notice to their employer.
- (c) The employer must pay the amount authorised under clauses 17.3(a) or (b) no later than 28 days after the end of the month in which the deduction authorised under clauses 17.3(a) or (b) was made.

17.4 Superannuation fund

Superannuation legislation

- a) Superannuation legislation, including the Superannuation Guarantee (Administration) Act 1992 (Cth), the Superannuation Guarantee Charge Act 1992 (Cth), the Superannuation Industry (Supervision) Act 1993 (Cth) and the Superannuation (Resolution of Complaints) Act 1993 (Cth), deals with the superannuation rights and obligations of employers and employees. Under superannuation legislation individual employees generally have the opportunity to choose their own superannuation fund. If an employee does not choose a superannuation fund, any superannuation fund nominated in the award covering the employee applies.
- b) The rights and obligations in these clauses supplement those in superannuation legislation.

Employer contributions:

An employer must make such superannuation contributions to a superannuation fund for the benefit of an employee as will avoid the employer being required to pay the superannuation guarantee charge under superannuation legislation with respect to that employee.

Voluntary employee contributions

- a) Subject to the governing rules of the relevant superannuation fund, an employee may, in writing, authorise their employer to pay on behalf of the employee a specified amount from the post-taxation wages of the employee into the same superannuation fund as the employer makes the superannuation contributions provided for in clause 15.2.
- b) An employee may adjust the amount the employee has authorised their employer to pay from the wages of the employee from the first of the month following the giving of three months' written notice to their employer.
- c) The employer must pay the amount authorised under clauses 15.3 (a) or 15.3 (b) no later than 28 days after the end of the month in which the deduction authorised under clauses 15.3 (a) or (b) was made.

Superannuation fund

Unless, to comply with superannuation legislation, the employer is required to make the superannuation contributions provided for in clause 15.2 to another superannuation fund that is chosen by the employee, the employer must make the superannuation contributions provided for in clause 15.2 and pay the amount authorised under clauses 15.3 (a) or 15.3 (b) to one of the following superannuation funds or its successor:

- a) First State Super;
- b) Health Industry Plan (HIP);

- c) Health Employees Superannuation Trust of Australia (HESTA);
- d) Catholic Super (CSF);
- e) Mercy Super;
- f) Sunsuper;
- g) Tesplan;
- h) CareSuper;
- i) NGS Super; or
- j) any superannuation fund to which the employer was making superannuation contributions for the benefit of its employees before 12 September 2008, provided the superannuation fund is an eligible choice fund and is a fund that offers a MySuper product or is an exempt public sector scheme; or
- k) a superannuation fund or scheme which the employee is a defined benefit member of.

18. **ORDINARY HOURS OF WORK**

- 18.1 The ordinary hours of work for a full-time employee will be 38 hours per week, 76 hours per fortnight or 152 hours over 28 days.
- 18.2 The shift length or ordinary hours of work per day will be a maximum of 8 hours exclusive of meal breaks or, by an individual flexibility arrangement, up to a maximum of ten hours.
- 18.3 An accrued day off (ADO) system of work may be implemented via an employee working no more than 19 days in a four week period of 152 hours.
- 18.4 Each employee must be free from duty for not less than two full days in each week or four full days in each fortnight or eight full days in each 28-day cycle. Where practicable, such days off must be consecutive.
- 18.5 The hours of work on any day will be continuous except for meal breaks.

19. **SPAN OF HOURS**

- 19.1 The ordinary hours of work for a day worker will be between 6.00 am and 6.00 pm Monday to Friday.
- 19.2 A shift worker is an employee who is regularly rostered to work their ordinary hours of work outside the ordinary hours of work of a day worker as defined in clause 19.1.

20. **REST BREAKS BETWEEN ROSTERED WORK**

An employee will be allowed a rest break of eight hours between the completion of one ordinary work period or shift and the commencement of another ordinary work period or shift.

21. **ACCRUED DAYS OFF (ADOS)**

- 21.1 Where an employee is entitled to an ADO, in accordance with the arrangement of ordinary hours of work as set out in clause 18—Ordinary hours of work. ADOs will be taken within 12 months of the date on which the first full ADO accrued.
- 21.2 With the consent of the employer, ADOs may be accumulated up to a maximum of five in any one year. By mutual agreement any ADO's above 5 may be paid out by the Employer.
- 21.3 An employee will be paid for any accumulated ADOs, at ordinary rates, on the termination of their employment for any reason.

22. **ROSTERING**

- 22.1 Employees will work in accordance with a weekly or fortnightly roster fixed by the employer.
- 22.2 The roster will set out employees' daily ordinary working hours and starting and finishing times and will be displayed in a place conveniently accessible to employees at least seven days before the commencement of the roster period.
- 22.3 Unless the employer otherwise agrees, an employee requesting a roster change will give seven days' notice except where the employee is ill or in an emergency.
- 22.4 Seven days' notice of a change of roster will be given by the employer to an employee. Except that, a roster may be altered at any time to enable the functions of the facility to be carried out where another employee is absent from work due to illness or in an emergency. Where any such alteration requires an employee working on a day which would otherwise have been the employee's day off, the day off instead will be as mutually arranged.

23. **SATURDAY AND SUNDAY WORK**

- 23.1 Where an employee is rostered to work ordinary hours between midnight Friday and midnight Saturday, the employee will be paid a loading of 50% of their ordinary rate of pay for the hours worked during this period.
- 23.2 Where an employee is rostered to work ordinary hours between midnight Saturday and midnight Sunday, the employee will be paid a loading of 75% of their ordinary rate of pay for the hours worked during this period.

24. **BREAKS**

24.1 Meal breaks

- (a) An employee who works in excess of five hours will be entitled to an unpaid meal break of not less than 30 minutes and not more than 60 minutes.
- (b) Where an employee is required to remain available or on duty during a meal break, the employee will be paid overtime for all time worked until the meal break is taken.
- (c) Where an employee is required by the employer to have a meal with a client or clients as part of the normal work routine or client program, they will be paid for the duration of the meal period at the ordinary rate of pay, and clause 24.1(a) does not apply.

24.2 Tea breaks

- (a) Every employee will be entitled to a paid 10 minute tea break in each four hours worked at a time to be agreed between the employee and employer.
- (b) Subject to agreement between the employer and employee, such breaks may alternatively be taken as one 20 minute tea break.
- (c) Tea breaks will count as time worked.

25. **OVERTIME**

25.1 Overtime penalty rates

- (a) Hours worked in excess of the ordinary hours on any day or shift prescribed in clause 18—Ordinary hours of work, are to be paid as follows:

- (i) Monday to Saturday (inclusive)—time and a half for the first two hours and double time thereafter;
 - (ii) Sunday—double time;
 - (iii) Public holidays—double time and a half.
- (b) Overtime penalties as prescribed in clause 25.1(a) do not apply to Registered nurse levels 4 and 5.
 - (c) Overtime rates under this clause will be in substitution for and not cumulative upon the shift and weekend premiums prescribed in clause 23—Saturday and Sunday work and clause 26—Shiftwork.
 - (d) Part-time employees

All time worked by part-time employees in excess of the rostered daily ordinary full-time hours will be overtime and will be paid as prescribed in clause 25.1(a).

25.2 Time off instead of payment for overtime

- (a) By agreement between the employer and employee, an employee may take time off instead of receiving payment for overtime at a mutually agreed time.
- (b) The employee may take one hour of time off for each hour of overtime plus a period of time equivalent to the overtime penalty incurred.
- (c) Where time off in lieu is not taken within three months, the employer may by agreement with the employee pay out for each hour of overtime plus a period of time equivalent to the overtime penalty incurred in the next pay period.

25.3 Rest period after overtime

- (a) When overtime work is necessary, it will, wherever reasonably practicable, be so arranged that employees have at least 10 consecutive hours off duty between the work of successive days or shifts, including overtime.
- (b) An employee, other than a casual employee, who works so much overtime between the termination of their ordinary work on one day and the commencement of their ordinary work on the next day, that they have not had at least 10 consecutive hours off duty between those times, will be released after completion of such overtime, until they have had 10 consecutive hours off duty without loss of pay for ordinary working time occurring during such absence.
- (c) If, on the instruction of the employer, an employee resumes or continues to work without having had 10 consecutive hours off duty, they will be paid at the rate of double time until released from duty for such period. The employee will then be entitled to be absent until they have had 10 consecutive hours off duty without loss of pay for rostered ordinary hours occurring during the absence.

25.4 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.

25.5 Recall to work when on call

An employee, who is required to be on call and who is recalled to work, will be paid for a minimum of two hours work at the appropriate overtime rate.

25.6 Recall to work when not on call

- (a) An employee who is not required to be on call and who is recalled to work after leaving the employer's premises will be paid for a minimum of two hours work at the appropriate overtime rate.
- (b) The time spent travelling to and from the place of duty will be deemed to be time worked. Except that, where an employee is recalled within three hours of their rostered commencement time, and the employee remains at work, only the time spent in travelling to work will be included with the actual time worked for the purposes of the overtime payment.
- (c) An employee who is recalled to work will not be obliged to work for two hours if the work for which the employee was recalled is completed within a shorter period.
- (d) If an employee is recalled to work, the employee will be provided with transport to and from their home or will be refunded the cost of such transport.

25.7 Requirement to work reasonable overtime

The employer may request or require an employee to work reasonable overtime.

26. **SHIFTWORK**

26.1 Shift penalties

- (a) Where an employee works a rostered afternoon shift between Monday and Friday, the employee will be paid a loading of 12.5% of their ordinary rate of pay.
- (b) Where an employee works a rostered night shift between Monday and Friday, the employee will be paid a loading of 15% of their ordinary rate of pay.
- (c) The provisions of this clause do not apply where an employee commences their ordinary hours of work after 12.00 noon and completes those hours at or before 6.00 pm on that day.
- (d) For the purposes of this clause:
 - (i) **Afternoon shift** means any shift commencing not earlier than 12.00 noon and finishing after 6.00 pm on the same day; and
 - (ii) **Night shift** means any shift commencing on or after 6.00 pm and finishing before 7.30 am on the following day.
- (e) The shift penalties prescribed in this clause will not apply to shift work performed by an employee on Saturday, Sunday or public holiday where the extra payment prescribed by clause 23—Saturday and Sunday work and clause 29—Public holidays applies.
- (f) The provisions of this clause will not apply to Registered nurse levels 4 and 5.

27. HIGHER DUTIES

An employee, who is required to relieve another employee in a higher classification than the one in which they are ordinarily employed will be paid at the higher classification rate provided the relieving is for three days or more.

28. ANNUAL LEAVE

28.1 Annual leave is provided for in the NES. This clause contains additional provisions.

28.2 Quantum of annual leave

- (a) In addition to the entitlements in the NES, an employee is entitled to an additional week of annual leave on the same terms and conditions.
- (b) For the purpose of the additional weeks annual leave provided by the NES, a shiftworker is defined as an employee who:
 - (i) is not a day worker and
 - (ii) regularly works on weekends.
- (c) To avoid any doubt, this means that an employee who is not a shiftworker for the purposes of clause 28.2(b) above is entitled to five weeks of paid annual leave for each year of service with their employer, and an employee who is a shiftworker for the purposes of clause 28.2(b) above is entitled to six weeks of paid annual leave for each year of service with their employer.

28.3 Taking of leave

Annual leave shall be taken at a mutually agreeable time provided that the employer may direct an employee to take annual leave at any time on the provision of 28 days' notice to the employee, so long as the direction to take annual leave is reasonable in all the circumstances.

Notwithstanding the other provisions of this clause an employee must take a period of paid or unpaid annual leave during a particular period if:

- (a) the employee is directed to do so because, during that period, the employer shuts down the business, or any part of the business in which the employee works; and
 - (b) at least that amount of annual leave is credited to the employee; and
- if an employee has not accrued sufficient leave to cover part or all of the shut down in subclause (a) above, then the employee shall be allowed paid leave for the period for which they have accrued sufficient leave and be given unpaid leave for the remainder of the shut-down.

28.4 Payment for annual leave

Before going on annual leave, an employee will be paid the amount of wages they would have received for ordinary time worked had they not been on leave during that period.

28.5 Annual leave loading

- (a) In addition to their ordinary pay, an employee, other than a shiftworker, will be paid an annual leave loading of 17.5% of their ordinary pay on a maximum of 152 hours/four weeks annual leave per annum.

- (b) Shift workers, in addition to their ordinary pay, will be paid the higher of:
 - (i) an annual leave loading of 17.5% of ordinary pay; or
 - (ii) the weekend and shift penalties the employee would have received had they not been on leave during the relevant period.

28.6 Payment of annual leave on termination

On the termination of their employment, an employee will be paid their untaken annual leave and pro rata leave.

28.7 Leave without pay

The requirements and circumstances for leave without pay must be discussed with, and approved in writing by the Employer prior to leave being taken, employer approval may be withheld at their absolute discretion.

29. **PUBLIC HOLIDAYS**

Public holidays are provided for in the NES. This clause contains additional provisions.

Notation: In summary, for the purpose of the NES the following are to be public holidays, namely, 1 January (New Year's Day), 26 January (Australia Day), Good Friday, Easter Saturday, Easter Sunday, Easter Monday, 25 April (Anzac Day), the Queen's Birthday holiday (on the day on which it is celebrated in a State or Territory or a region of a State or Territory), 25 December (Christmas Day), 26 December (Boxing Day) and any other day, or part day, declared or prescribed by or under a law of a State or Territory to be observed generally within the State or Territory, or region of the State or Territory, as a public holiday, other than a day or part-day, or a kind of day or part day, that is excluded by the Regulations from counting as a public holiday.

29.1 Payment for work done on 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 and a half of their ordinary rate of pay. An employee may elect to receive time and a half rate of pay and have a day added to their annual leave.

29.2 Public holiday substitution

An employer and the employees may, by agreement, substitute another day for a public holiday.

29.3 Public holidays occurring on rostered days off

All full-time employees will receive a day's ordinary pay for public holidays that occur on their rostered day off except where the public holidays fall on Saturday or Sunday with respect to Monday–Friday employees.

29.4 Accrued days off on public holidays

Where an employee's accrued day off falls on a public holiday, another day, determined by the employer, will be taken instead within the same four or five week work cycle, where practical.

29.5 Additional Public Holiday

In addition to those public holidays prescribed in this clause employees are entitled to an extra public holiday each year. The additional Public Holiday can be taken on a day that is mutually acceptable to the employee and the employer. This subclause shall apply in substitution for any local public holiday or half public holiday proclaimed in the local government area.

30. PERSONAL/CARER'S LEAVE

30.1 Personal/carer's leave is provided for in the NES.

30.2 To be entitled to personal/carer's leave during a period, an employee must give the employer notice as soon as reasonably practicable that the employee is (or will be) absent from work during the period because:

- (a) of a personal illness or injury of the employee; or
- (b) the employee is required to provide care or support to a member of the employee's immediate family, or a member of the employee's household, who requires (or required) care or support because of personal illness, injury or unexpected emergency.

30.3 To be entitled to payment for personal/carer's leave, an employee must provide the employer with a document (the required document) of whichever the following types applies:

- (a) if it is reasonably practicable to do so – a medical certificate from a registered health practitioner;
- (b) if it is not reasonably practicable for the employee to provide the employer with a medical certificate – a statutory declaration made by the employee.

30.4 In cases where an employee takes personal/carer's leave on the day before or after the weekend, public holidays, leave or rostered days off, or where there is a pattern of single day absences then the employee will be required to provide the employer with a medical certificate.

30.5 The required document must be given to the employer as soon as reasonably practicable.

30.6 The required document must include a statement to the effect that:

- (a) if the required document is a medical certificate – in the registered health practitioner's opinion, the employee was, is, or will be unfit for work during the period because of a personal illness or injury, or that in the opinion of the registered health practitioner, the employee's family/household member had, has, or will have a personal illness or injury during the period; or
- (b) if the required document is a statutory declaration – the employee was, is, or will be unfit for work during the period because of a personal illness or injury, or that the employee requires (or required) leave during the period to provide care or support to the employee's family/household member because the member requires (or required) care or support during the period because of a personal illness, or injury, of the member; or an unexpected emergency affecting the member.

30.7 An employee shall not be entitled to paid leave of absence for any period in respect of which he/she is entitled to workers' compensation.

30.8 Where an absence is expected to continue beyond one month, the employee must contact management to notify them of the intended length of the absence and the approximate date on which the employee will be able to return to work.

30.9 Absences not satisfying the above notification and certification requirements risk being considered leave without pay.

31. **COMPASSIONATE LEAVE**

31.1 Compassionate leave is provided for in the NES.

31.2 Periods of compassionate leave must be supported by a medical certificate from a qualified medical practitioner or such other documentary evidence deemed appropriate by the employer.

31.3 To be entitled to compassionate leave during a period, an employee must give the employer notice as soon as reasonably practicable that the employee is (or will be) absent from work during the period:

(a) to spend time with a member of an employee's immediate family or household who has contracted or developed the personal illness, or sustained the personal injury as defined in the NES; or

(b) after the death of the member of an employee's immediate family or household as defined in the NES.

32. **COMMUNITY SERVICE LEAVE**

Community service leave is provided for in the NES.

33. **CEREMONIAL LEAVE**

An employee who is legitimately required by Aboriginal and Torres Strait Islander tradition to be absent from work for Aboriginal and 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.

34. **LONG SERVICE LEAVE**

Long service leave shall be in accordance with the Long Service Leave Act 1955 (NSW).

35. **NURSING WORKLOADS**

35.1 The Employer has a responsibility to provide reasonable workloads for nurses.

35.2 Replacement of Absences

To ensure safe client care, when an absence occurs (e.g. due to sick or annual leave) the employer will make all reasonable efforts to replace the employee taking into account the assessed clinical needs of the client and business operations as necessary.

35.3 Reasonable workload principles

The employer is committed to ensuring staffing levels and duties are appropriate in order to ensure the delivery of quality care and a safe working environment for the employee. Should an employee consider that their workload becomes unreasonable, or that their duties are expanded unreasonably, the employee has options to pursue their concerns via a number of avenues including dispute provisions in this agreement, the right of entry provisions in the

Fair Work Act, and relevant Work Health and Safety legislation

36. REPRESENTATIVE LEAVE.

36.1 The employees may formally appoint one union representative who will be recognised by the employer as a union delegate

36.2 The union delegate will be granted leave to attend union delegate courses as follows:

- a) To a maximum of five days per calendar year provided that the scope, content and level of courses are directed to the enhancement of the operation of the settlement of disputes procedure;
- b) That two weeks' notice is provided to the employer;
- c) That approval of representative leave must have regard to the operational requirements of the employer;
- d) That representative leave will be paid at the ordinary time rate of pay for a dayworker (excluding any other allowances, penalties or loadings); and
- e) Travel time and travel expenses will be incurred at the employee's expense
- f) Representative leave shall count as service for all purposes of this Agreement.

37. TRAINING AND DEVELOPMENT

37.1 Employees have access to the employers Annual Training Programs and will be required to attend all scheduled mandatory training programs.

37.2 Employees who attend training programs (mandatory and elective) will be paid at the ordinary time rate of pay for a dayworker (excluding any other allowances, penalties or loadings).

37.3 Additional Training

- (a) Employees who wish to attend additional training, conferences or seminars that are relevant to their work with the employer, may make an application for training leave to attend.
- (b) Applications for training leave will be assessed on their merits and approval will be subject to the availability of relief employees and operational requirements of the employer.
- (c) Where the employer approves additional training leave they may at their discretion pay for reasonable travel expenses, reasonable accommodation and registration costs.
- (d) Employees who attend approved training, conferences or seminars will be required to provide an in-house training session to other employees conveying the information that they learnt.

38. INFECTION CONTROL AND IMMUNISATION

38.1 Prior to the commencement of employment, employees shall be notified of the requirement to participate in the employer's Immunisation Program to reduce the risk of exposure to infectious conditions. The Immunisation Program includes:

- (a) Annual Influenza protection;
- (b) Hepatitis A & B protection; and
- (c) Pertussis protection.

38.2 Where employees elect not to participate in the employers Immunisation Program a medical certificate or statutory declaration supporting their election will be required.

39. **EMPLOYMENT ELIGIBILITY**

39.1 Where there is a requirement to meet eligibility criteria to maintain employment the cost and proof to satisfy the eligibility will be borne by the employee where the eligibility requirement forms part of legislation. Where the eligibility to maintain employment is a policy of the employer and not legislated, the cost and proof to satisfy the eligibility is borne by the employer.

39.2 The exception to clause 39.1 will be for the following;

i) National Criminal History Record checks – The employer is required to ensure the employees who have, or are reasonably likely to have access to clients, undergo a National Criminal History Record check, commonly known as a Police check. The employer will pay the cost of renewal of Police checks for current employees required to undergo such checks. New employees will be required to pay for their initial Police check before commencing employment.

ii) Working with Children checks – Where there is a requirement to provide the employer with a Working with Children Check to maintain employment, the employer will pay the cost for renewals for existing employees. New employees will be required to pay for their Working with Children Check prior to commencing employment.

40. **TRANSMISSION OF BUSINESS**

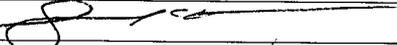
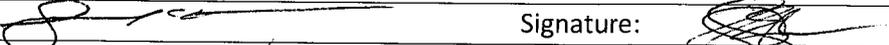
Where Cram Foundation receives services due to the transmission of business, such as from the government, the entitlements and other conditions that apply to employees under the terms of contract for the transmission will only apply to those employees involved in the transmission of business and for the period of time stated in the contract

SIGNATURES OF APPOINTED BARGAINING REPRESENTATIVES

I confirm that this is a true copy of the Agreement which was made between The Cram Foundation, it's employees:

Signed for and on behalf of The Cram Foundation
(ABN 45 001 327 519) by:

The signature of the employer was witnessed by:

Signature: 	Signature: 
Name: GARETH MCKEEN	Name: Judy Barker
Date: 11/11/16	Date: 11/11/16
Address: 7/15 CYGNET AVE SHALLHARBOUR CITY CENTRE NSW 2529	Address: 7/15 Cynet Ave Shallharbour City Centre 2529

Explanation of the person's authority to sign the agreement:

CEO

Brett Holmes

Brett Howard Holmes
General Secretary
New South Wales Nurses and
Midwives' Association; and

Branch Secretary
Australian Nursing & Midwifery Federation
New South Wales Branch
50 O'Dea Ave
WATERLOO NSW 2017

Margaret Potts

WITNESS

Margaret Mary Potts
50 O'Dea Ave, Waterloo

Coral Levett

Coral Vicky Levett
President
New South Wales Nurses and
Midwives' Association, and;

President
Australian Nursing & Midwifery Federation
New South Wales Branch
50 O'Dea Ave
WATERLOO NSW 2017

Margaret Potts

WITNESS

Margaret Mary Potts
50 O'Dea Ave, Waterloo

Authority to sign Agreement on behalf of employees is in accordance with Rule 34 of the Rules of the New South Wales Nurses and Midwives' Association and Rule 40 of the Rules of the Australian Nursing & Midwifery Federation and as bargaining representative in accordance with the Fair Work Act 2009.

SCHEDULE A - CLASSIFICATION DEFINITIONS

1. Nursing care

Nursing care means:

- giving assistance to a person who, because of disability, is unable to maintain their bodily needs without frequent assistance;
- carrying out tasks which are directly related to the maintenance of a person's bodily needs where that person because of disability is unable to carry out those tasks for themselves; and/or
- assisting a registered nurse to carry out the work described under "Registered Nurses".

Enrolled nurses

2. Enrolled nurse—pay point 1

- (a) Pay point 1 refers to the pay point to which an enrolled nurse (EN) has been appointed.
- (b) An employee will be appointed based on training and experience including:
 - having satisfactorily completed a hospital based course of training in nursing of not more than 12 months duration leading to enrolment as an EN; or
 - having satisfactorily completed a course of training of 12 months duration in a specified branch of nursing leading to enrolment on a register or roll maintained by a state/territory nurses registration board; and
 - having practical experience of up to but not more than 12 months in the provision of nursing care and/or services, and, the undertaking of in-service training, subject to its provision by the employing agency, from time to time.
- (c) Skill indicators
 - The employee has limited or no practical experience of current situations; and
 - The employee exercises limited discretionary judgment, not yet developed by practical experience.

3. Enrolled nurse—pay point 2

- (a) Pay point 2 refers to the pay point to which an EN has been appointed.
- (b) An employee will be appointed to this pay point based on training and experience including:
 - having satisfactorily completed a hospital based course of general training in nursing of more than 12 months duration and/or 500 or more hours theory content or a course accredited at advanced certificate level leading to enrolment as an EN; or

- not more than one further year of practical experience in the provision of nursing care and/or services in addition to the experience, skill and knowledge requirements specified for pay point 1; and
- the undertaking of in-service training, subject to its provision by the employing agency, from time to time.

(c) Skill indicators

The employee is required to demonstrate some of the following in the performance of their work:

- a developing ability to recognise changes required in nursing activity and in consultation with the RN, implement and record such changes, as necessary;
- an ability to relate theoretical concepts to practice; and/or
- requiring assistance in complex situations and in determining priorities.

4. Enrolled nurse—pay point 3

- (a) Pay point 3 refers to the pay point to which an EN has been appointed.
- (b) An employee will be appointed to this pay point based on training and experience including:
- not more than one further year of practical experience in the provision of nursing care and/or services, in addition to the experience, skill and knowledge requirements specified for pay point 2; and
 - the undertaking of in-service training, subject to its provision by the employing agency, from time to time.

(c) Skill indicators

The employee is required to demonstrate some of the following in the performance of their work:

- an ability to organise, practise and complete nursing functions in stable situations with limited direct supervision;
- observation and assessment skills to recognise and report deviations from stable conditions;
- flexibility in the capacity to undertake work across the broad range of nursing activity and/or competency in a specialised area of practice; and/or
- communication and interpersonal skills to assist in meeting psycho-social needs of individuals/groups.

5. Enrolled nurse—pay point 4

- (a) Pay point 4 refers to the pay point to which an EN has been appointed.
- (b) An employee will be appointed to this pay point based on training and experience including:

- not more than one further year of practical experience in the provision of nursing care and/or services in addition to the experience, skill and knowledge requirements specified for pay point 3; and
- the undertaking of in-service training, subject to its provision by the employing agency, from time to time.

(c) Skill indicators

The employee is required to demonstrate some of the following in the performance of their work:

- speed and flexibility in accurate decision making;
- organisation of own workload and ability to set own priorities with minimal direct supervision;
- observation and assessment skills to recognise and report deviations from stable conditions across a broad range of patient and/or service needs; and/or
- communication and interpersonal skills to meet psychosocial needs of individual/groups.

6. Enrolled nurse—pay point 5

(a) Pay point 5 refers to the pay point to which an EN has been appointed.

(b) An employee will be appointed to this pay point based on training and experience including:

- not more than one further year of practical experience in the provision of nursing care and/or services in addition to the experience, skill and knowledge requirements specified for pay point 4; and
- the undertaking of relevant in-service training, subject to its provision by the employing agency, from time to time.

(c) Skill indicators

The employee is required to demonstrate some of the following in the performance of their work:

- contributes information in assisting the RN with development of nursing strategies/improvements within the employee's own practice setting and/or nursing team, as necessary;
- responds to situations in less stable and/or changed circumstances resulting in positive outcomes, with minimal direct supervision; and
- efficiency and sound judgment in identifying situations requiring assistance from an RN.

Registered nurses

7. Registered nurse—level 1 (RN1)

- (a) An employee at this level performs their duties:
- (i) according to their level of competence; and
 - (ii) under the general guidance of, or with general access to a more competent registered nurse (RN) who provides work related support and direction.
- (b) An employee at this level is required to perform general nursing duties which include substantially, but are not confined to:
- delivering direct and comprehensive nursing care and individual case management to patients or clients within the practice setting;
 - coordinating services, including those of other disciplines or agencies, to individual patients or clients within the practice setting;
 - providing education, counselling and group work services orientated towards the promotion of health status improvement of patients and clients within the practice setting;
 - providing support, direction and education to newer or less experienced staff, including EN's, and student EN's and student nurses;
 - accepting accountability for the employee's own standards of nursing care and service delivery; and
 - participating in action research and policy development within the practice setting.

8. Registered nurse—level 2 (RN2)

- (a) An employee at this level:
- (i) holds any other qualification required for working in the employee's particular practice setting; and
 - (ii) is appointed as such by a selection process or by reclassification from a lower level when the employee is required to perform the duties detailed in this subclause on a continuing basis.

An employee at this level may also be known as a Clinical nurse.

- (b) In addition to the duties of an RN1, an employee at this level is required, to perform duties delegated by a Clinical nurse consultant or any higher level classification.

Duties of a **Clinical nurse** will substantially include, but are not confined to:

- delivering direct and comprehensive nursing care and individual case management to a specific group of patients or clients in a particular area of nursing practice within the practice setting;
- providing support, direction, orientation and education to RN1's, EN's, student nurses and student EN's;

- being responsible for planning and coordinating services relating to a particular group of clients or patients in the practice setting, as delegated by the Clinical nurse consultant;
- acting as a role model in the provision of holistic care to patients or clients in the practice setting; and
- assisting in the management of action research projects, and participating in quality assurance programs and policy development within the practice setting.

9. Registered nurse—level 3 (RN3)

(a) An employee at this level:

- (i) holds any other qualification required for working in the employee's particular practice setting; and
- (ii) is appointed as such by a selection process or by reclassification from a lower level when that the employee is required to perform the duties detailed in this subclause on a continuing basis.

An employee at this level may also be known as a Clinical nurse consultant, Nurse manager or Nurse educator.

(b) In addition to the duties of an RN2, an employee at this level will perform the following duties in accordance with practice settings and patient or client groups:

(c) Duties of a **Clinical nurse consultant** will substantially include, but are not confined to:

- providing leadership and role modelling, in collaboration with others including the Nurse manager and the Nurse educator, particularly in the areas of action research and quality assurance programs;
- staff and patient/client education;
- staff selection, management, development and appraisal;
- participating in policy development and implementation;
- acting as a consultant on request in the employee's own area of proficiency; for the purpose of facilitating the provision of quality nursing care;
- delivering direct and comprehensive nursing care to a specific group of patients or clients with complex nursing care needs, in a particular area of nursing practice within a practice setting;
- coordinating, and ensuring the maintenance of standards of the nursing care of a specific group or population of patients or clients within a practice setting; and
- coordinating or managing nursing or multidisciplinary service teams providing acute nursing and community services.

(d) Duties of a **Nurse manager** will substantially include, but are not confined to:

- providing leadership and role modelling, in collaboration with others including the Clinical nurse consultant and the Nurse educator, particularly in the areas of action research and quality assurance programs;
- staff selection and education;
- allocation and rostering of staff;
- occupational health;
- initiation and evaluation of research related to staff and resource management;
- participating in policy development and implementation;
- acting as a consultant on request in the employee's own area of proficiency (for the purpose of facilitating the provision of quality nursing care);
- being accountable for the management of human and material resources within a specified span of control, including the development and evaluation of staffing methodologies; and
- managing financial matters, budget preparation and cost control in respect of nursing within that span of control.

(e) Duties of a **Nurse educator** will substantially include, but are not confined to:

- providing leadership and role modelling, in collaboration with others including the Clinical nurse consultant and the Nurse manager, particularly in the areas of action research;
- implementation and evaluation of staff education and development programs;
- staff selection;
- implementation and evaluation of patient or client education programs;
- participating in policy development and implementation;
- acting as a consultant on request in the employee's own area of proficiency (for the purpose of facilitating the provision of quality nursing care); and
- being accountable for the assessment, planning, implementation and evaluation of nursing education and staff development programs for a specified population.