



DECISION

Fair Work Act 2009
s.185—Enterprise agreement

Norfolk Island Health and Residential Aged Care Service (AG2018/22)

NORFOLK ISLAND HEALTH AND RESIDENTIAL AGED CARE SERVICE ENTERPRISE AGREEMENT 2017-2021

Aged care industry

COMMISSIONER WILSON

MELBOURNE, 11 APRIL 2018

Application for approval of the Norfolk Island Health and Residential Aged Care Service Enterprise Agreement 2017-2021.

[1] An application has been made for approval of an enterprise agreement known as the *Norfolk Island Health and Residential Aged Care Service Enterprise Agreement 2017-2021* (the Agreement). The application was made pursuant to s.185 of the *Fair Work Act 2009* (the Act). It has been made by Norfolk Island Health and Residential Aged Care Service. The Agreement is a single enterprise agreement.

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

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

[4] The Australian Nursing and Midwifery Federation, Health Services Union of Australia and 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) I note that the Agreement covers these organisations.

[5] The Agreement is approved and, in accordance with s.54 of the Act, will operate from 18 April 2018. The nominal expiry date of the Agreement is 10 April 2022.



COMMISSIONER

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Annexure A

IN THE FAIR WORK COMMISSION

FWC Matter No.: AG2018/22 - Application for approval of the Norfolk Island Health and Residential Aged Care Service Enterprise Agreement 2017-2021

Applicant: Norfolk Island Health and Residential Aged Care Service

Section 185 – Application for approval of a single enterprise agreement

Undertaking- Section 190

I, Peter Livingstone Bell, Bargaining Agent for Norfolk Island Health and Residential Aged Care Service give the following undertakings with respect to the *Norfolk Island Health and Residential Aged Care Service Enterprise Agreement 2017-2021* ("the Agreement"):

1. I have the authority given to me by Norfolk Island Health and Residential Aged Care Service to provide this undertaking in relation to the application before the Fair Work Commission.
2. Delete clause 13 Dispute Resolution (ii) and replace with
(ii) Where a dispute arises including about any matter arising under the Agreement and/or in relation to the National Employment Standards, regardless of whether it relates to an individual employee or to a group of employees, the matter must be discussed in the first instance by the employee(s) (or the Union or another workplace representative on behalf of the employee(s) if the employee(s) so request(s)) and the immediate supervisor of that employee(s).
3. Shift definition Undertaking
4. Norfolk Island Health and Residential Aged Care Service does not employ First Year Trainee hospital scientists and will not employ any employees in these classifications.
5. These undertakings are provided on the basis of issues raised by the Fair Work Commission in the application before the Fair Work Commission.



Signature

21 March 2018

Date

Norfolk Island Health and Residential Aged Care Service Enterprise Agreement 2017-2021

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1 Title

This Agreement is the Norfolk Island Health and Residential Aged Care Service Enterprise Agreement 2017–2021.

2 Parties to the Agreement

This Agreement is made in accordance with the *Fair Work Act 2009* (Cth) and is binding on:

- (i) The Norfolk Island Health and Residential Aged Care Service (ABN 19273190722) (“NIHRACS”) of 2 Grassy Road, Norfolk Island, 2899; and
- (ii) The Manager of NIHRACS appointed under section 19 of the *Norfolk Island Health and Residential Aged Care Service Act 1985* (NI); and
- (iii) All employees employed by NIHRACS under section 21 of the *Norfolk Island Health and Residential Aged Care Service Act 1985* (NI); and
- (iv) The New South Wales Nurses’ and Midwives’ Association (NSWNMA) and the Australian Nursing and Midwifery Federation New South Wales Branch (ANMF NSW Branch) (“the Association”) of 50 O’Dea Avenue, Waterloo, New South Wales, 2017; and
- (v) The Health Services Union (HSU) of Level 2, 109 Pitt Street, Sydney, New South Wales, 2000.

3 Scope of Agreement, Period of Operation, Policies and the Relationship to NSW State Public Health System Awards

- (i) This Agreement will commence operation seven days after it is approved by the Fair Work Commission.
- (ii) The nominal expiry date for this Agreement is 4 years from the date of approval by the Fair Work Commission.
- (iii)
 - (a) NSW Health Policy Directives, Guidelines and Information Bulletins, as varied from time to time and to the extent permitted by law, will be mirrored by NIHRACS.
 - (b) The parties recognise that some of these policies may require amendment or suspension of operation to take account for the different circumstances at NIHRACS when compared to NSW Health facilities. Where this involves a change to existing work practices, the change will be subject to consultation in line with the relevant consultation provisions of this Agreement.
 - (c) NSW Health Policy Directives and the Treasury Circular, to which this Agreement refers, provide entitlements to employees. Changes to these NSW Health Policy Directives and/or the Treasury Circular may be made, to reflect the circumstances at NIHRACS, following consultation and agreement with the parties to this Agreement. Such agreement shall not be unreasonably withheld.
- (iv) This Agreement has been developed in good faith between the parties to incorporate and consolidate the entitlements and obligations of the following NSW State Awards:

- *Public Health System Nurses' and Midwives' (State) Award*
 - *Health Employees Conditions of Employment (State) Award* and the Awards associated with and supported by that Award;
 - *Hospital Scientists (State) Award*;
 - *Public Health Service Skilled Trades (State) Award*;
 - *Public Hospital Professional & Associated Staff Conditions of Employment Award* and the Awards associated with and supported by that Award;
- (v) Except where explicitly stated, it has not been the intention of the parties negotiating this Agreement to remove entitlements provided to employees in the Awards listed above. It has not been the intention of the parties negotiating this agreement to exclude from this Agreement any classification that is included in the above listed Awards and that is utilised by NIHRACS at a later date.
- (vi) In recognition of the fact that this Agreement has been developed to incorporate and consolidate the entitlements and obligations of the Awards listed above, it is agreed that if any provisions of those Awards contain a right or liability not included in this Agreement, the parties will confer and if necessary make application to vary this Agreement in accordance with the requirements of the *Fair Work Act*.
- (vii) To the extent that other exigencies arise which the parties have not been anticipated, or other circumstances warrant, the parties will confer and if necessary make application to vary this Agreement in accordance with the requirements of the *Fair Work Act*.
- (viii) Consistent with the Consent Determination of the former Norfolk Island Public Sector Remuneration Tribunal, the rates of pay and conditions of employment (excepting those prescribed through the National Employment Standard will be determined with reference to the relevant New South Wales Public Health System Award. It is agreed that any increases to wages or allowances under the Awards listed in subclause (iv) will be reflected as increases in this Agreement so long as this Agreement continues to operate.
- (ix) The intent of this Agreement is that it covers all employees of NIHRACS except for the position of NIHRACS Manager. The clinical oversight of nurses is currently undertaken by the NIHRACS Manager and the position of Director of Nursing (DON) is not utilised. If circumstances change and the NIHRACS Manager does not perform this duty, the parties agree that a DON will be appointed and will report to the NIHRACS Manager.
- (x) In accordance with Section 206 of the *Fair Work Act*, the base rate of pay for employees covered by this agreement will never be less than the base rate of pay that would be payable to the employee under the relevant Modern Award.

4 The Fair Work Act

- (i) This Agreement is to be read in conjunction with the requirements of the *Fair Work Act 2009 as varied from time to time (FWA)*.
- (ii) Terms and conditions of this Agreement that are inconsistent with the requirements of the *FWA* do not apply to the extent of any inconsistency.

5 Definitions

Definitions specific to Nursing classifications are contained in Appendix 1 and those specific to all other classifications are contained in Appendices 3 to 13.

(i) In this Agreement, including in the Appendices:

AHPRA means the Australian Health Practitioner Regulation Agency

Career Break Scheme means a scheme where employees may apply for an option to defer twenty percent of their salary for four years, and be paid this deferred salary in the fifth year.

Day Worker means a worker who works their ordinary hours from Monday to Friday inclusive and who commences work on such days at or after 6am and before 10am, otherwise than as part of the shift system.

Deferred Salary Leave Year means the fifth year of the career break scheme where the employee is absent from work and receives the deferred salary from the previous four years through participation in the Career Break Scheme. This year cannot be compressed into a period of less than twelve months.

Employer means NIHRACS a corporate entity established consistent with corporate legislation.

Fortnightly Rates means a rate ascertained by dividing an annual amount by 26.07143 or a fortnightly rate can be multiplied by 26.07143 to obtain the annual amount

FWA means the *Fair Work Act 2009* (Cth), as varied from time to time.

Ministry means the NSW Ministry of Health.

NIHRACS means the Norfolk Island Health and Residential Aged Care Service.

NIHRACS Manager means the Manager of the Norfolk Island Health and Residential Aged Care Service appointed under section 19 of the *Norfolk Island Health and Residential Aged Care Service Act 1985* (NI).

Relevant legislation means the legislation relevant to the subject matter which applies on Norfolk Island as varied from time to time.

Shift Worker means a worker who is not a day worker as defined.

Union shall mean the New South Wales Nurses' and Midwives' Association (NSWNMA) and the Australian Nursing and Midwifery Federation New South Wales Branch (ANMF NSW Branch) and/or the Health Services Union (HSU).

Weekly Rates means a rate ascertained by dividing an annual amount by 52.17857 or a weekly rate can be multiplied by 52.17857 to obtain the annual amount.

6 Fair Work Information Statement

NIHRACS shall provide each employee with the Fair Work Information Statement before, or as soon as practicable after, the employee commences employment with NIHRACS.

7 Working with Children Check

The administrative arrangements associated with the Working with Children Check, at the time of the making of this Agreement, have not been established on Norfolk Island. When there is a requirement for such a check, the Employer will consult with the Employees and the relevant Union(s) in accordance with the provisions in Clause 19, Introduction of Change. The Employer will provide Employees with sufficient notice of the requirement to apply for the check. When required, Employees must hold a current Working With Children Check clearance for the duration of their employment at NIHRACS.

Arrangements for the payment of an employee's Working with Children Check shall be the same as those existing in NSW Health from time to time. At the time of making this Agreement, employees of NSW Health cover the cost of attaining their own Working With Children Check. The parties agree that any change to the arrangements in NSW Health that result in the employer covering the cost of Working With Children Checks will be reflected at NIHRACS.

8 Requests for Flexible Working Arrangements

- (i) Employees may request flexible working arrangements in the circumstances outlined in Division 4 Request for Flexible Working Arrangements of Part 2-2 The National Employment Standards of Chapter 2 terms and Conditions of Employment of the *FWA*.
- (ii) Employees who provide 'out of school hours' care for a member of their extended family or household, for example, a grandparent caring for a grandchild, may also request the employer for a change in working arrangements. Such requests will be treated in the same manner as other requests made under the said Division 4 of Part 2-2 of the *FWA*, including that the employee will have the same rights to dispute any refusal by the employer of such a request.
- (iii) In addition, it is agreed that a parent returning to work after a period of parental leave may return to work on a part-time or reduced hours basis until the child reaches school age, upon which time they shall have the right to their previous full-time hours or equivalent.
- (iv) Where possible the reduced hours be made available in the person's substantive role.
- (v) Options may include working reduced hours each day over a five-day period with rearrangement of work routines as required; job sharing, working from home, and teleworking or, in the case of a manager, a senior staff member providing management support on the times where the returning manager is not on duty.
- (vi) Providing the returning employee agrees, another option is to return them to a different position at an equivalent level.

9 Individual Flexibility Arrangements

- (i) 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 one or more of the following matters:
 - (1) arrangements about when work is performed;
 - (2) overtime rates;
 - (3) penalty rates;
 - (4) allowances;
 - (5) 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.
- (ii) The employer must ensure that the terms of the individual flexibility arrangement:
 - (a) are about permitted matters under section 172 of the *FWA*; and
 - (b) are not unlawful terms under section 194 of the *FWA*; and

- (c) result in the employee being better off overall than the employee would be if no arrangement was made.
- (iii) 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:
 - (1) the terms of the enterprise agreement that will be varied by the arrangement; and
 - (2) how the arrangement will vary the effect of the terms; and
 - (3) 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.
- (iv) The employer must give the employee a copy of the individual flexibility arrangement within 14 days after it is agreed to.
- (v) 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.

10 Working with NIHRACS

(i) Concurrent employment, outside practice or other business activities

- (a) If an employee wishes to undertake any other employment, outside practice or other business activity concurrently with their employment at NIHRACS, including any locum, casual or temporary work, the employee must first obtain the written approval of the NIHRACS Manager.
- (b) In deciding whether to grant such approval, the NIHRACS Manager will assess whether there is any conflict of interest or duty of care issues associated with the other employment, outside practice or other business activity.
- (c) Any such employment, practice or business activity must not compromise in any way the employee's ability to carry out their employment at NIHRACS.

(ii) Compliance with NIHRACS Code of Conduct and other NIHRACS policies

The parties must comply with the NIHRACS Code of Conduct and other NIHRACS policies in force from time to time.

(iii) Compliance with instructions from NIHRACS Manager

Employees must comply with instructions issued by the NIHRACS Manager or an authorised delegate.

(iv) Courteous and professional behaviour

Employees must demonstrate, at all times, courteous and professional behaviour towards patients, their relatives and other staff in accord with the values of NIHRACS.

(v) **Patient confidentiality**

Employees must maintain patient confidentiality, subject to legislative requirements.

(vi) **Intellectual property**

All intellectual property rights (including, without limitation, all copyright, designs, trademarks and patents) of any nature in any inventions, designs, works and subject matter created or discovered in the course of employment, must be disclosed to NIHRACS and will belong to and be the absolute property of NIHRACS, or as may be nominated by NIHRACS for that purpose, subject to any applicable NIHRACS policies as they exist from time to time.

11 Anti-discrimination

The parties must comply with any applicable anti-discrimination legislation, including the following Commonwealth laws:

- (i) the *Age Discrimination Act 2004*;
- (ii) the *Australian Human Rights Commission Act 1986*;
- (iii) the *Disability Discrimination Act 1992*;
- (iv) the *Racial Discrimination Act 1975*;
- (v) the *FWA*; and
- (vi) the *Sex Discrimination Act 1984*.

12 Consultation

- (i) This Clause applies if the employer:
 - (a) has made a definite decision to introduce a major change to production, program, organisation, structure or technology in relation to its enterprise that is likely to have a significant effect on the employees; or
 - (b) proposes to introduce a change to the regular roster or ordinary hours of work of employees.

Major change

- (ii) For a major change referred to in paragraph (i)(a):
 - (a) the employer must notify the relevant employees of the decision to introduce the major change; and
 - (b) subclauses (iii) to (ix) apply.
- (iii) The relevant employees may appoint a representative for the purposes of the procedures in this Clause.
- (iv) 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.
- (v) As soon as practicable after making its decision, the employer must:

- (a) discuss with the relevant employees:
 - (1) the introduction of the change; and
 - (2) the effect the change is likely to have on the employees; and
 - (3) 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:
 - (1) all relevant information about the change including the nature of the change proposed; and
 - (2) information about the expected effects of the change on the employees; and
 - (3) any other matters likely to affect the employees.
- (vi) However, the employer is not required to disclose confidential or commercially sensitive information to the relevant employees.
- (vii) The employer must give prompt and genuine consideration to matters raised about the major change by the relevant employees.
- (viii) If a term in this 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 paragraph (ii)(a) and subclauses (iii) and (v) are taken not to apply.
- (ix) In this Clause, 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) the restructuring of jobs.

Change to regular roster or ordinary hours of work

- (x) For a change referred to in paragraph (i)(b):
 - (a) the employer must notify the relevant employees of the proposed change; and
 - (b) subclauses (xi) to (xv) apply.
- (xi) The relevant employees may appoint a representative for the purposes of the procedures in this Clause.
- (xii) 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.

- (xiii) 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:
 - (1) all relevant information about the change, including the nature of the change; and
 - (2) information about what the employer reasonably believes will be the effects of the change on the employees; and
 - (3) 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).
- (xiv) However, the employer is not required to disclose confidential or commercially sensitive information to the relevant employees.
- (xv) The employer must give prompt and genuine consideration to matters raised about the change by the relevant employees.
- (xvi) In this Clause, relevant **employees** means the employees who may be affected by a change referred to in subclause (i).

13 Dispute Resolution

- (i) All parties must use their best endeavours to cooperate in order to avoid any grievances and/or disputes.
- (ii) Where a dispute arises in NIHRACS, regardless of whether it relates to an individual employee or to a group of employees, the matter must be discussed in the first instance by the employee(s) (or the relevant Union on behalf of the employee(s) if the employee(s) so request(s) and the immediate supervisor of that employee(s).
- (iii) If the matter is not resolved within a reasonable time it must be referred by the employee(s)' immediate supervisor to the NIHRACS Manager and may be referred by the employee(s) to the relevant Union. Discussions at this level must take place and be concluded within two (2) working days of referral or such extended period as may be agreed.
- (iv) If the matter remains unresolved, the relevant Union must then confer with the NIHRACS Manager. Discussions at this level must take place and be concluded within two (2) working days of referral or such extended period as may be agreed.
- (v) If these procedures are exhausted without the matter being resolved, or if any of the time limits set out in those procedures are not met, either the relevant Union or the employer may seek to have the matter mediated by an agreed third party, or the matter may be referred in accordance with the provisions of the *FWA* to the Fair Work Commission, or its successor, for its assistance in resolving the issue which may include mediation, conciliation and arbitration.
- (vi) During these procedures, normal work must continue and there must be no stoppages of work, lockouts, or any other bans or limitations on the performance of work.
- (vii) The status quo before the emergence of the issue must continue whilst these procedures are being followed. For this purpose, 'status quo' means the work procedures and practices in place:
 - (a) immediately before the issue arose; or

- (b) immediately before any change to those procedures or practices, which caused the issue to arise, was made.

The Employer must ensure that all practices applied during the operation of these procedures are in accordance with safe working practices.

- (viii) Throughout all stages of these procedures, adequate records must be kept of all discussions.
- (ix) These procedures will be facilitated by the earliest possible advice by one party to the other of any issue or problem which may give rise to a grievance or dispute.

14 Right of entry

Right of Entry is in accordance with Part 3-4 – Right of Entry of the *FWA*.

15 Superannuation

- (i) NIHRACS will make superannuation contributions for the benefit of eligible employees at the rate of 9.5% per annum, or at the applicable general superannuation guarantee rate applying on Norfolk Island from time to time, whichever is higher.
- (ii) For this section, **eligible employee** means an employee for the benefit of whom NIHRACS is required to pay super guarantee under Commonwealth superannuation legislation.

16 Community Service Leave

An employee is entitled to community service leave in accordance with Division 8 of Part 2-2 of the *FWA*. This includes an entitlement for an employee who engages in an eligible community service activity (which includes a voluntary emergency management activity and jury service) is entitled to be absent from their employment for a period if:

- (i) the period consists of one or more of the following:
 - (a) time when the employee engages in the activity;
 - (b) reasonable travelling time associated with the activity;
 - (c) reasonable rest time immediately following the activity;and
- (ii) unless the activity is jury service—the employee’s absence is reasonable in all the circumstances

17 Hours of Work and Free Time of Employees Other Than Directors of Nursing and Area Managers, Nurse Education

- (i) The ordinary hours of work for day workers, other than Directors of Nursing and Area Managers, Nurse Education, exclusive of meal times, shall be 152 hours per 28 calendar days to be worked Monday to Friday inclusive and to commence on such days at or after 6.00 am and before 10.00 am.
- (ii) The ordinary hours of work for shift workers, other than Directors of Nursing and Area Managers, Nurse Education, exclusive of meal times, shall not exceed an average of 38 hours per week in each roster cycle.
- (iii) (a) The hours of work prescribed in subclauses (i) and (ii) of this Clause shall, where possible, be arranged in such a manner that in each roster cycle of 28 calendar days each employee shall not work their ordinary hours of work on more than nineteen days in the cycle. Provided that employees who work 8 hour shifts are entitled to 12

additional days off duty per annum (per NSW Health Policy Directive PD2017_028 Leave Matters for the NSW Health Service (as varied or amended from time to time)); employees working 10 hour shifts are entitled to one additional day off duty each five weeks; and employees working other combinations of shifts are entitled to such number of additional days off duty per annum as will ensure that their ordinary hours of work do not exceed an average of 38 hours per week.

- (b) Notwithstanding the provisions of paragraph (a) of this subclause, employees may, with the agreement of the employer work shifts of less than 8 hours each over 20 days in each cycle of 28 days.
- (iv) (a) Each shift shall consist of no more than 10 hours on a day shift or 11 hours on a night shift with not less than 10 hours break between each rostered shift, unless agreed otherwise between an employee and the NIHRACS Manager. An employee shall not work more than 7 consecutive shifts unless the employee so requests and the NIHRACS Manager agrees but in no case shall an employee be permitted to work more than 10 consecutive shifts. In any fortnightly pay period an employee shall not be rostered for more than three quick shifts, i.e. an evening shift followed by a morning shift, unless agreed otherwise between an employee and the NIHRACS Manager.
 - (b) Where 10-hour night shifts are in operation in any health facility, at the commencement date of this Agreement or subsequent thereto, the length of these shifts must not be altered without the consent of the relevant Union
- (v) (a) The employee's additional day off duty prescribed in subclause (iii) of this Clause (as a consequence of the implementation of the 38 hour week) shall be determined by mutual agreement between the employee and the employer having regard to the service requirements of the latter. Where practicable such additional day off duty shall be consecutive with the rostered days off duty prescribed in subclause (xvi) of this Clause and shall not be preceded by an afternoon or night shift unless an additional 8 hours 'sleeping time' is granted.
- (vi) Once set, the additional day off duty may not be changed in a current cycle unless there are genuine unforeseen circumstances prevailing. Where such circumstances exist and the additional day off duty is changed, another day shall be substituted in the current cycle. Should this not be practicable the day must be given and taken in the next cycle immediately following.
- (vii) (a) Where an employee and the NIHRACS Manager agree, an employee's additional days off duty (ADOs) may be accumulated up to a total of three. This limit on accumulation means that any employee who has already accumulated three ADOs must take the next ADO accruing to when it falls due in accordance with the roster.
 - (b) Employers must not unreasonably refuse to agree with an employee's request to accumulate ADOs or to take them off subsequent to such accumulation.
 - (c) Any ADOs accumulated but not taken as at the date of termination of the employee must be paid out at ordinary rates.
- (viii) Except for breaks for meals the hours of duty each day shall be continuous.
- (ix) Each employee who works in excess of five hours must have a break of not less than thirty minutes and not more than sixty minutes for each meal occurring on duty as follows:

Breakfast - between 6am and 9am

Midday Meal - between 12 noon and 2pm

Evening Meal - between 5pm and 7pm

Night Meal - between 10pm and 2am.

Employees must not be required to work during meal breaks as a matter of routine practice unless mutually agreed. Provided that any time worked during such break shall count as working time and unless the employee is permitted to finish duty early on the same shift then overtime becomes payable once the total ordinary work time of the shift has elapsed. Provided further that where practicable an employee engaged to work for five hours or less in any one shift may elect not to take a meal break as otherwise provided for in this subclause without penalty to the employer. The term "where practicable" encompasses regard being paid to the service requirements of the employer.

- (x) (a) One twenty-minute interval (in addition to the meal break) shall be allowed each employee on duty for a tea break during each shift. Such interval shall count as working time. Part time and Casual employees who are engaged for less than a whole shift on any one day shall only be entitled to one tea break of 10 minutes.
- (b) Where it is not possible due to the nature of the work performed to have one twenty-minute break, the employee may take one ten-minute break and be permitted to proceed off duty ten minutes prior to the rostered finishing time of that shift.
- (c) Paragraph (b) of subclause (x) will only be exercised in special and exceptional circumstances and with the expressed approval of the employer in consultation with the employee.
- (xi) Subclauses (ix) and (x) of this clause, shall not apply to an employee who is allowed two intervals of twenty minutes each during the period of night duty but such intervals shall count as working time and shall be paid for as such.
- (xii) Changing time totalling ten minutes per shift to count as working time is to be allowed to nurses not permitted to travel in their work clothes.
- (xiii) In addition to any other rest period and meal break, employees who are lactating shall be entitled to two paid breaks of 30 minutes per shift for the purpose of expressing their milk or breast feeding their child, and the employer shall provide access to suitable facilities for such purpose.
- (xiv) (a) Except in cases of emergency, an employee shall not be employed on night duty for a longer period than four consecutive weeks, unless agreed otherwise between an employee and the NIHRACS Manager.
- (b) Except in cases of emergency, after having served a period of night duty, an employee shall serve an equivalent period of time off night duty before again undertaking a period of night duty unless agreed otherwise between an employee and the NIHRACS Manager.
- (c) Except in cases of emergency, an employee shall not be required to perform night duty against their wishes during a period of one week prior to any formal end-of-semester examination in any course of study which has been accepted by the employer as meeting the requirements for the grant of study time.
- (d) This subclause shall not apply to an Assistant Director of Nursing, a Nursing/Midwifery Unit Manager or to a registered nurse/midwife in charge as the case may be, who is employed permanently in charge at night.

- (xv) Except in cases of emergency, an employee changing from night duty to day duty or from day duty to night duty shall be free from duty during the 20 hours immediately preceding the commencement of the changed duty.
- (xvi)
 - (a) Each employee shall be free from duty for not less than two full days in each week or four full days in each fortnight and no duties shall be performed by the employee on any of such free days except for overtime. Where practicable, days off shall be consecutive and shall not be preceded by any evening shift or a night shift unless the employee is rostered on the same shift, i.e. evening shift or night shift, as the case may be, immediately upon their return to duty after days off, except by agreement between the employee and the NIHRACS Manager. An evening shift shall be one which commences at or after 1pm and before 4pm.
 - (b) At the request of an employee, the employee may be given time free from duty in one or more periods but no period shall be less than one full day.
 - (c) For the purpose of this subclause "full day" means from midnight to midnight or midday to midday.
- (xvii)
 - (a) Employees may be required to remain on call. Any such time on call shall not be counted as time worked (except in so far as an employee may take up actual duty in response to a call) but shall be paid for in accordance with Clause 25, Allowances and Working Conditions and the amount set out in Table 2 Other Rates and Allowances in Appendix 1, Nurses' and Midwives' Classifications, Rates of Pay and Allowances and in Appendix 2, Allowances and Special Rates – Other than Nursing Classifications. Provided, however, no employee shall be required to remain on call whilst on leave or the day before entering upon leave.
 - (b) Except as hereafter provided, no employee shall be required to remain on call whilst on a rostered day off or from the completion of the employees' shift on the day preceding a rostered day off.
 - (c) Paragraph (b) shall not apply where in extreme circumstances (which shall be agreed between the employer and the relevant Union) it is necessary to ensure the provision of services, to place staff on call on rostered days off.
- (xviii) NIHRACS shall not alter the period over which the ordinary hours of work of employees are balanced except upon giving one month's notice of their intention to do so to the relevant Union.

18 Pilot Roster Projects

- (i) Notwithstanding any other provision of this Agreement, Pilot Roster Projects for the purposes of trialling flexible roster practices may be implemented on the following basis:
 - (a) The terms of the Pilot Roster Project shall be agreed in writing between the employer and the Union on behalf of the nurses participating in the project. Provided that the Union shall not unreasonably refuse to agree to, or unreasonably delay in responding to, a Pilot Roster Project proposed by an employer. Provided further that where a Pilot Roster Project is proposed by the Union, employees and the employer does not agree to introduce a Pilot Roster Project in the terms proposed, the employer shall provide its reasons in writing to the Union or the employees concerned.
 - (b) The terms shall include
 - (1) the duration of the project; and
 - (2) the conditions of the project; and
 - (3) the Agreement provisions required to be overridden in order to implement the project; and
 - (4) review mechanisms to assess the effectiveness of the project.
 - (c) Whilst the Pilot Roster Project is being conducted according to its terms, the employer shall not be deemed to be in breach of the Agreement by reason alone of implementing the project.
 - (d) Any purported Pilot Roster Project which does not comply with this clause is not a Pilot Roster Project for the purposes of this clause and in particular no employer shall be able to claim the benefit of subclause (c) when implementing such project.
- (ii) The Union agrees to participate in a review of the operation of this clause, if requested by NIHRACS.
- (iii) A 12 hour shift systems may be implemented in a ward, unit or operational area according to the provisions of subclause (v) without the requirement for a pilot. The Union shall be advised in writing by the employer of the intention to introduce such new systems no later than four weeks prior to the proposed date of commencement, to enable consultation with all potentially affected employees.
- (iv) The following provisions shall apply to new 12 hour shift systems commencing on or after 1 July 2008:
 - (a) Participation in a 12 hour shift system shall be voluntary. Alternative shift provisions must remain available for staff who do not agree to participate in a 12 hour shift system.
 - (b) The ordinary hours of work for each full time employee shall be 228 hours balanced over a six week period. The hours shall be worked as 19 x 12 hour shifts. The ordinary guaranteed hours of work for each part time employee shall be balanced over a six week period. The hours shall be worked as either 12, 10 or eight hour shifts as agreed between the employee and the employer.

or

The ordinary hours of work for each full time employee shall be 152 hours balanced over a four week period. The hours shall be worked as 12 x 12 hour shifts and one x eight hour shift. The ordinary guaranteed hours of work for each part time employee

- shall be balanced over a four week period. The hours shall be worked as either 12, 10 or eight hour shifts as agreed between the employee and the employer.
- (c) Payment for full time employees shall be for 76 hours per pay period at the appropriate hourly rate for each employee. Payment for part time employees shall be the actual number of hours worked per pay period.
 - (d) The day shift may have a span of up to 12.5 hours and shall include one half hour unpaid meal break and two x 20 minute paid tea breaks.
 - (e) The night shift may have a span of up to 12.5 hours and shall include one thirty minute unpaid meal break and a further one hour paid break or two x 30 minute paid breaks.
 - (f) The maximum number of consecutive shifts shall be three. Except that an employee may be rostered for four consecutive shifts once in each six week cycle at the request of the employee.
 - (g) Employees shall not be rostered on single days off unless it is at the request of the employee.
 - (h) The minimum break between shifts shall be 11.5 hours.
 - (i) Rosters should reflect an equitable distribution of day, night and weekend shifts among employees participating in the 12 hour shift system. No more than 50% of shifts in the roster cycle should be night shift unless otherwise agreed between the employee and the NIHRACS Manager.
 - (j) No overtime shall be worked in conjunction with a 12 hour shift.
 - (k) Any 12 hour shift being replaced by either casual or agency staff will cover the full span of the shift.
 - (l) An individual employee shall have the right to withdraw from the 12 hour shift system. An employee wishing to withdraw from the 12 hour shift system shall provide a period of notice equivalent to the roster period. In the case of demonstrated pressing necessity, a minimum of two weeks' notice shall be required, or such lesser period of time as may be agreed to by the employer.
 - (m) Where a 12 hour shift system is in place the NIHRACS Manager shall be entitled to consider whether continuation of the system in that ward, unit or operational area remains appropriate. Where the NIHRACS Manager determines after consultation with affected employees to cease a 12 hour shift system, three months' notice of the intended cessation shall be given to employees.

19 Introduction of Change

- (i) Where NIHRACS has made a definite decision to introduce changes in organisation, structure, health service delivery, or technology that are likely to have significant effects on employees covered by this Agreement, the employer shall notify the relevant Union(s) and employees who may be affected by the proposed changes. Discussions shall commence as soon as practicable after such decision has been taken.
- (ii) **"Significant effects"** includes:
 - (a) termination of employment;
 - (b) major changes in the composition, operation or size of the employer's workforce or in the skills required;

- (c) changes in employment and/or promotional opportunities or job tenure for a class or group of employees;
 - (d) the alteration of hours of work for a class or group of employees; or
 - (e) the need for training or transfer of a class or group of employees to other work or location, and the restructuring of jobs.
- (iii) The NIHRACS Manager shall discuss with the employees affected and the relevant Union, inter alia, the introduction of the changes referred to in paragraph (a) above, the effects the changes are likely to have on employees and any measures proposed by the employer to avert or mitigate the adverse effects of such changes on employees, and shall give prompt consideration to matters raised by the employees and/or the relevant Union in relation to the changes.
- (iv) For the purpose of such discussion, the NIHRACS Manager shall provide to the employees concerned and the relevant Union(s) all relevant information about the changes including the nature of the changes proposed and the expected significant effects of the changes on employees. Provided that NIHRACS shall not be required to disclose confidential information, the disclosure of which would adversely affect the employer, NSW Health; or is an exempt matter under relevant Freedom of Information legislation.
- (v) The provision of communication during maternity, adoption or parental leave is in accordance with Part E Communication During Leave, of Clause 44, Maternity, Adoption and Parental Leave.
- (vi) With respect to occupational health safety matters as referred to in relevant Work Health and Safety legislation, as varied from time to time, these provisions will apply, specifically relating to the duty to consult workers.

20 Hours of Work and Free Time of Directors of Nursing and Area Managers, Nurse Education

- (i) A Director of Nursing or Area Manager, Nurse Education shall be free from duty for not less than 9 days in each twenty-eight consecutive days and such days free from duty may be taken in one or more periods.
- (ii) If any of the days mentioned in subclause (i) of this Clause cannot be taken by reason of emergency, such day or days shall be given and taken within 28 days of becoming due.
- (ii) A Director of Nursing or Area Manager, Nurse Education shall, where practicable, inform his or her employer giving not less than 7 days' notice of the days he or she proposes to be free from duty; provided that such days shall be subject to the approval of the employer, and such approval shall not be unreasonably withheld.

21 Rosters

- (i) The ordinary hours of work for each employee, other than the Director of Nursing, shall be displayed on a roster in a place conveniently accessible to employees.
- (ii) The roster shall be displayed at least two weeks prior to the commencing date of the first working period in the roster.
- (iii) Notwithstanding the foregoing provisions of this clause, a roster may be altered at any time to enable the service of the employer to be carried on where another employee is absent from duty on account of illness or in an emergency: Provided that where any such alteration involves an employee working on a day which would otherwise have been such employee's day off, the day off in lieu thereof shall be as mutually arranged.

- (iv) Prior to the date of the changed shift, such change of roster shall be notified verbally or in writing to the employee concerned.
- (v) Where an employee is entitled to an additional day off duty in accordance with Clause 17, Hours of Work and Free Time of Employees Other than Directors of Nursing, and Area Managers, Nurse Education, such day is to be shown on the roster of hours for that employee.
- (vi) All rosters shall be retained for at least six years.

22 Salaries and Salary Adjustments

- (i) The minimum salaries per week to be paid to employees shall be set out in Table 1 – Salaries and Table 2 – Other Rates and Allowances in Appendix 1 Nurses’ and Midwives’ Classifications, Rates of Pay and Allowances and for other than Nursing classifications shall be as set out in the Appendix which relates to classification in which the employee is employed.
- (ii) In accordance with Clause 3, Scope of Agreement, Period of Operation, Policies and the Relationship with NSW Public Health System State Awards, of the Agreement, it is agreed that wages and wage related allowances will be increased when the said Awards are varied. It is anticipated that the said Awards will be varied and the following increases will be paid on the first pay period to commence on or after:

First pay period to commence on or after 1 July 2018	-	2.5%
First pay period to commence on or after 1 July 2019	-	2.5%
First pay period to commence on or after 1 July 2020	-	2.5%
First pay period to commence on or after 1 July 2021	-	2.5%

Should wages and wage related allowances in the NSW Public Health System State Awards not be varied by the percentages as indicated then they will be varied by the actual determined percentage. Expense related allowances will increased consistent with relevant movements in the Consumer Price Index on application to vary respective NSW Public Health System State Awards.

23 Salary Sacrifice to Superannuation

- (i) Notwithstanding the salaries prescribed in Clause 22, Salaries and Salary Adjustments, as varied from time to time, an employee may elect, subject to the agreement of the employee’s employer, to sacrifice a part or all of the salary payable under the salaries clause to additional employer superannuation contributions. Such election must be made prior to the commencement of the period of service to which the earnings relate. The amount sacrificed may be made up to one hundred (100) per cent of the salary payable under the salaries clause, or up to one hundred per cent of the currently applicable superable salary, whichever is the lesser.

In this clause "superannuable salary" means the employee’s salary as notified from time to time to the appropriate superannuation trustee.

- (ii) Any pre-tax and post-tax payroll deductions must be taken into account prior to determining the amount of available salary to be packaged. Such payroll deductions may include but are not limited to superannuation payments, HECS payments, child support payments, judgment debtors/garnishee orders, union fees and private health fund membership fees.
- (iii) Where the employee has elected to sacrifice a part or all of the available payable salary to additional employer superannuation contributions:

- (a) The employee shall be provided with a copy of the signed agreement. The salary sacrifice agreement shall be terminated at any time at the employee's election and shall cease upon termination of the employee's services with NIHRACS.
 - (b) Subject to Australian Taxation Law, the amount of salary sacrificed will reduce the salary subject to appropriate PAYE taxation deductions by the amount sacrificed; and
 - (c) Any allowance, penalty rate, overtime, payment for unused leave entitlements, weekly worker's compensation, or other payment, other than any payment for leave taken in service, to which an employee is entitled under this Agreement or any applicable award, act or statute which is expressed to be determined by reference to an employee's salary, shall be calculated by reference to the salary which would have applied to the employee under the salaries clause in the absence of any salary sacrifice to superannuation made under this Agreement.
- (iv) The employee may elect to have the specified amount of payable salary which is sacrificed to additional employer superannuation contributions paid into a complying Superannuation Scheme, which includes the industry funds HESTA and First State Super, as long as these funds remain complying superannuation schemes.
 - (v) Where an employee elects to salary sacrifice in terms of subclause (iv) above, the employer will pay the sacrificed amount into the relevant superannuation fund.
 - (vi) Where, prior to electing to sacrifice a part or all of their salary to superannuation, an employee had entered into an agreement with NIHRACS to have superannuation contributions made to a complying superannuation fund. NIHRACS will continue to base contributions to that fund on the salary payable under Clause 22, Salaries and Salary Adjustment, of the Agreement to the same extent as applied before the employee sacrificed that amount of salary to superannuation. This Clause applies even though the superannuation contributions made by NIHRACS may be in excess of the superannuation guarantee requirements after the salary sacrifice is implemented.

24 Leave for Matters Arising from Family Violence

- (i) In this clause family violence means domestic violence as defined in the *Crimes (Domestic and Personal Violence) Act 2007* (NSW) as if that Act applied on Norfolk Island.
- (ii) The leave entitlements provided for in Clause 47, Sick Leave and Clause 42, Family and Community Services Leave and Personal/Carers' Leave, of this Agreement may be used by staff members experiencing family violence.
- (iii) Where the leave entitlements referred to in subclause (ii) above are exhausted, the employer shall grant up to five days special leave on full pay per calendar year to be used for absences from the workplace to attend to matters arising from family violence situations.
- (iv) The employer will need to be satisfied, on reasonable grounds, that family violence has occurred and may require proof presented in the form of an agreed document issued by the Police Force, a court, a doctor, a Family Violence Support Service or lawyer.
- (v) Personal information concerning family violence will be kept confidential by the employer.
- (vi) The employer, where appropriate, may facilitate flexible working arrangements subject to operational requirements, including changes to working times and changes to work location, telephone number and email address.

25 Allowances and Working Conditions

- (i) Nurses may be entitled to a special allowance in accordance with Clause 3 Special Allowance of Appendix 1, Nurses' and Midwives' Classifications, Rates of Pay and Allowances and the amounts as found in Table 2 – Other Rates and Allowances of the said Appendix 1. Continuing Education Allowances also applies to all Nursing and Midwifery classifications and the entitlements will be paid in accordance with the said Appendix 1.
- (ii) Classifications other than Nurses and Midwives may be entitled special allowances or working conditions as specified in either Appendix 2 – Allowances and Special Rates – Other than Nursing Classifications or in the Appendix which relates specifically to the occupational stream of the position.

Isolation Allowance

- (iii) Employees employed by NIHRACS shall be paid an allowance as set out in either Appendix 1 - Nurses and Midwives Classifications, Rates of Pay and Allowances or in Appendix 2 – Allowances and Special Rates – Other than Nursing Classifications per week, in addition to the salary to which they are otherwise entitled.
- (iv) Except for the computation of overtime the allowance prescribed by this Clause shall be regarded as part of the salary for the purposes of this Agreement.
- (v) The allowance prescribed by this Clause are not cumulative.
- (vi) An employee who works less than 38 hours per week shall be entitled to the allowance prescribed by this Clause in the same proportion as the average hours worked each week bears to thirty-eight ordinary hours.

26 Penalty Rates for Shift Work and Weekend Work

- (i) Employees working afternoon or night shift shall be paid the following percentages in addition to the ordinary rate for such shift: Provided that employees who work less than 38 hours per week shall only be entitled to the additional rates where their shifts commence prior to 6am or finish subsequent to 6pm.
 - Afternoon shift commencing at 10am and before 1pm - 10%.
 - Afternoon shift commencing at 1pm and before 4pm - 12.5%.
 - Nightshift commencing at 4pm and before 4am - 15%.
 - Nightshift commencing at 4am and before 6am - 10%.
- (ii) **Ordinary rate** and **ordinary time** shall not include any percentage addition by reason of the fact that an employee works less than 38 hours per week.
- (iii) For the purpose of this clause day, afternoon and night shifts shall be defined as follows:
 - Day shift** means a shift which commences at or after 6am and before 10am.
 - Afternoon shift** means a shift which commences at or after 10am and before 4pm.
 - Night shift** means a shift which commences at or after 4pm and before 6am on the day following.
- (iv) Employees whose ordinary working hours include work on a Saturday and/or Sunday, shall be paid for ordinary working hours worked between midnight on Friday and midnight on Saturday at the rate of time and one half and for ordinary hours worked between midnight on Saturday and midnight on Sunday at the rate of time and three quarters. These extra rates

shall be in substitution for and not cumulative upon the shift premiums prescribed in the preceding subclause (i) of this Clause.

The foregoing paragraph shall apply to employees who work less than 38 hours per week, but such employees shall not be entitled to be paid in addition any allowance prescribed by Clause 39, Part-time and Casual Employees, of this Agreement, in respect of their employment between midnight on Friday and midnight on Sunday.

- (v) The additional payments prescribed by this Clause shall not form part of the employee's ordinary pay for the purposes of this Agreement, except as provided in Clause 40, Annual Leave, of this Agreement.
- (vi) This Clause shall not apply to Nurse/Midwife Managers classified Grade 4 or above.

27 Fares and Expenses

Where an employee is required to travel to mainland Australia for a work purpose, all fares (including airfares) and expenses, reasonably incurred in undertaking such work, will be reimbursed. A 'work purpose' may include undertaking clinical education and/or placement to maintain registration.

28 Special Rates and Conditions

Team Leader

- (i) A registered nurse responsible for the leadership, guidance and line management of a multi-disciplinary team of health professionals in a community-based service whose annual salary is lower than the relevant salary set out in Appendix 9 - Other Health and Medical Professionals, for the Team Leader role shall for all purposes be paid the difference between their salary and the applicable salary set out Appendix 9 - Other Health and Medical Professionals, for the relevant Team Leader classification as follows:
 - (a) A registered nurse responsible for the leadership, guidance and line management of a multi-disciplinary team of up to five other full time equivalent health professionals or other technical staff or support staff providing clinical input in a community-based service shall be paid the base salary applicable to Health Professional Level 3, Year 2.
 - (b) A registered nurse responsible for the leadership, guidance and line management of a multi-disciplinary team of more than five and less than 10 other full time equivalent health professionals or other technical staff or support staff providing clinical input in a community-based service shall be paid the base salary applicable to Health Professional Level 4, Year 2.
 - (c) A registered nurse responsible for the leadership, guidance and line management of a multi-disciplinary team of more than 10 and less than 20 other full time equivalent health professionals or other technical staff or support staff providing clinical input in a community-based service shall be paid the base salary applicable to Health Professional Level 5, Year 2.

29 Telephone Allowance

If an employee is required by the employer to have a telephone installed at their residence for the purposes of their employment, the employer shall be responsible for the payment of -

- (a) the cost of installation of the telephone
- (b) three quarters of the cost of the rental of that telephone

- (c) the cost of all official calls.

30 Mobility, Excess Fares and Travelling

For the purpose of this clause accustomed place of work shall mean the location where an employee is regularly required to commence duty by the employer.

- (i) An employee shall be required to proceed to the accustomed place of work and return home once on each ordinary working day or shift in the employee's own time and at the employee's own expense.
- (ii)
 - (a) Where an employee is directed to report for duty to a place of work other than the employee's accustomed place of work the employee shall travel to and from the alternative place of work in the employer's time for those periods in excess of time normally taken to travel to and from the accustomed place of work.
 - (b) If the excess of travelling time on a particular day or shift is greater than the prescribed ordinary hours of duty for the particular category of staff for that day or shift, then the excess of hours, shall be paid at the ordinary rate of pay to the extent of the excess of travelling time.
 - (c) Fares incurred by such employee in excess of the fares normally incurred in travelling to the employee's accustomed place of work and returning home from the accustomed place of work, shall be reimbursed.
 - (d) Where the employee is required to report to an alternative place of work and has the prior approval of the employer to travel by their own mode of conveyance, the employee shall be paid a kilometre allowance for kilometres travelled in excess of the kilometres the employee normally travels between the accustomed place of work and home. The kilometre allowance will be as prescribed by Item 6 of Table 1 of the Treasury Circular Industrial Relations TC17-10 Review of Meal, Travelling and Other Allowances (as varied or amended from time to time).
- (iii)
 - (a) Where NIHRACS has determined that an employee or employees should report to a new accustomed place of work on a permanent basis, the decision must be discussed with the affected employee(s) and the relevant Union(s) prior to notice of changed accustomed place of work being given. NIHRACS shall only make such a determination where it is reasonable in all the circumstances to do so.
 - (b) NIHRACS shall give the employee reasonable notice of the requirement to report to a new accustomed place of work. For the purpose of this subclause, "reasonable notice" shall be one calendar month prior to the date the employee is first required to report to the new accustomed place of work.
 - (c) Where the accustomed place of work is changed on a permanent basis by NIHRACS, the employee shall report to the new accustomed place of work on the date specified by NIHRACS.
 - (d) If there is a disagreement about such decision after such discussion or if a significant number of employees are involved, the matter should be resolved per the dispute resolution process outlined in Clause 13, Dispute Resolution, of this Agreement.
- (iv)
 - (a) The provision of this Clause shall not apply to an employee appointed to regularly perform relief duties or to employees specifically employed to perform duties at more than one place of work except as provided in paragraph (b) hereunder.

- (b) If a reliever incurs fares in excess of the amount as set out in Table 2 Other Rates and Allowances of Appendix 1, Nurses' and Midwives' Classifications, Rates of Pay and Allowances, per day in travelling to and from the relief site, the excess shall be reimbursed.
- (c) Where a reliever, with the prior approval of the employer, travels by their own mode of conveyance and incurs travelling costs in excess of the amount as set out in Table 2 Other Rates and Allowances of the said Appendix 1 per day to and from the relief site, such excess shall be reimbursed. The rate applicable shall be the kilometre allowance prescribed by Item 6 of Table 1 of the Treasury Circular Industrial Relations TC17-10 Review of Meal, Travelling and Other Allowances (as varied or amended from time to time).
- (v) No payment shall be made under this Clause unless the employer is satisfied that the employee has incurred additional expenditure in having to report to an alternative place of work, at the direction of the employer.
- (vi) Travel to an alternative place of work, either by public transport or own mode of conveyance, shall in all instances be by the most direct route.

31 Car Allowance

An employee who, with the approval of the NIHRACS Manager, uses on official business a motor vehicle maintained primarily for other than official business, shall be paid an allowance based on the rates prescribed by Item 6 of Table 1 of the Treasury Circular Industrial Relations TC17-10 Review of Meal, Travelling and Other Allowances (as varied or amended from time to time).

32 Provision of Communication Device

An employee who is required to visit clients away from a secure working environment shall, during the performance of such duties, be provided with a suitable and effective communication device. The provision of this equipment is intended to improve service delivery, together with enhancing the safety and wellbeing of the employee.

33 Uniform and Laundry Allowances

- (i) Subject to subclause (ii) of this Clause, sufficient, suitable and serviceable uniforms, including one pair of shoes per annum which shall be of a recognised acceptable standard for the performance of their duties, shall be supplied free of cost to each employee required to wear a uniform. An employee to whom a new uniform or part of a uniform has been issued who, without good reason, fails to return the corresponding article last supplied shall not be entitled to have such article replaced without payment therefore at a reasonable price.
- (ii) An employee, on leaving the service of NIHRACS, shall return any uniform or part thereof supplied by NIHRACS which is still in use immediately prior to leaving.
- (iii) (a) In lieu of supplying uniforms and shoes to an employee, NIHRACS shall pay the said employee the sum as set out in either Appendix 1 - Nurses and Midwives Classifications, Rates of Pay and Allowances or in Appendix 2 – Allowances and Special Rates – Other than Nursing Classifications per week, which includes a sum as set in either the said Table 2 Other Rates and Allowances of Appendix 1 or in Appendix 2 – Allowances and Special Rates – Other than Nursing Classifications per week for shoes. Provided, however, that if a uniform includes a cardigan or jacket an additional amount as set out in said Appendices per week shall also be paid.

- (b) The allowances prescribed in this subclause continue to be payable during any period of paid leave.
- (iv) (a) If the uniforms of an employee are not laundered at the expense of the employer, an allowance as set out in either Appendix 1 - Nurses and Midwives Classifications, Rates of Pay and Allowances or in Appendix 2 – Allowances and Special Rates – Other than Nursing Classifications per week shall be paid to the said employee. Provided that this allowance is not payable during any period of leave which exceeds one continuous week.
 - (b) This allowance is also payable to employees providing direct clinical care and who are not required to wear a uniform.
- (v) Where NIHRACS requires any employee to wear headgear, NIHRACS shall provide headgear free of charge to the employee.
- (vi) Each employee whose duties regularly require them to work out of doors shall be supplied with a suitable waterproof coat, hat and overboots. Sufficient waterproof clothing shall be made available for use by other employees who in the course of their duties are exposed to wet weather.

34 Higher Grade Duty

- (i) An employee who is called upon to relieve and does relieve an employee in a higher classification or is called upon to act and does act in a vacant position of a higher classification for a continuous period of at least five working days shall be entitled to receive for the period of such relief or acting, the minimum payment for such higher classification. NIHRACS shall not rotate the performance of higher grade duty so as to avoid payment for performance of the higher grade duty in this manner.
- (ii) Where an employee acts in a vacant management position covered by this Agreement continuously for more than six months, the employee will be deemed to be appointed to that position until such time as another appointment is made by NIHRACS, or NIHRACS determines that the management position will no longer be occupied. The employer shall have appropriate regard to the sharing of acting arrangements for developmental purposes and equitable treatment of employees, but the employer shall not rotate duties in such a manner as to avoid the intentions of this subclause.

35 Overtime

- (i) (a) Subject to paragraph (b) of this subclause an employer may require an employee to work reasonable overtime.
 - (b) An employee may refuse to work overtime in circumstances where the working of such overtime would result in the employee working hours which are unreasonable.
 - (c) For the purposes of paragraph (b), what is unreasonable or otherwise will be determined having regard to:
 - (i) any risk to employee health and safety;
 - (ii) the employee's personal circumstances including any family and carer responsibilities;
 - (iii) the needs of NIHRACS;
 - (iv) the notice (if any) given by the employer of the overtime and by the employee of his or her intention to refuse it; and

- (v) any other relevant matter.
- (ii)
 - (a) Subject to paragraph (b) of this subclause all time worked by employees in excess of the rostered daily ordinary hours of work shall be overtime and shall be paid for at the rate of time and one half for the first two hours and double time thereafter in respect of each overtime shift worked or in respect of overtime worked prior to or at the conclusion of a normal shift. Provided that overtime worked on Sundays shall be paid for at the rate of double time and on public holidays at the rate of double time and one half.
 - (b) Employees employed pursuant to Part A – Permanent Part-time Employees of Clause 39, Part-time and Casual Employees, of this Agreement shall be entitled to payment for overtime in accordance with the arrangements set out in NSW Health Policy Directive PD2014_039 Nurses and Midwives – Permanent Part-time – Overtime provisions for on call roster (as varied or amended from time to time). Overtime shall be paid for at the rate of time and one half for the first two hours and double time thereafter except that on Sundays such overtime shall be paid for at the rate of double time and on public holidays at the rate of double time and one half.
- (iii) An employee recalled to work overtime, whether notified before or after leaving the employer's premises, shall be paid for all time worked at the appropriate overtime rate and shall be paid for a minimum of four hours work at the appropriate rate each time so recalled. If the work required is completed in less than four hours, the employee shall be released from duty.
- (iv) The employer must have processes in place for the formal release of employees from recall duty.
- (v) Employees who are not formally released and who are recalled again during the four hour minimum payment period are not entitled to any additional payment until the expiration of the four hour period.
- (vi) Employees who are advised they will not be required to perform any additional work and are formally released and who are subsequently recalled again during the four hour minimum payment period, shall be entitled to another four hour minimum payment.
- (vii) Employees required to work overtime after leaving the employer's premises to provide a technology support resolution or clinical appraisal remotely without onsite presence, shall be paid for such work at the appropriate overtime rate, with a minimum payment of one hour at such rates.
- (viii) For the purposes of assessing overtime each day shall stand alone, provided however that where any one period of overtime is continuous and extends beyond midnight, all overtime hours in this period shall be regarded as if they had occurred within the one day.
- (ix) In lieu of the conditions specified in subclauses (ii) and (iii) of this Clause, an employee who works overtime may be compensated by way of time off in lieu of overtime, subject to the following requirements:
 - (a) Time off in lieu must be taken within three months of it being accrued at ordinary rates.
 - (b) Where it is not possible for the employee to take the time off in lieu within the three 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.
 - (c) Employees cannot be compelled to take time off in lieu of overtime.

- (d) Time off in lieu of overtime should only be considered as an option in those circumstances where the employer is able to provide adequate replacement staff to ensure that the level of quality of service that would otherwise have been provided had overtime been worked, is in fact provided.
- (e) Records of all time off in lieu owing to employees and taken by employees must be maintained.
- (x) An employee required to work overtime following on the completion of their normal shift for more than two hours shall be allowed twenty minutes for the partaking of a meal and a further twenty minutes after each subsequent four hours overtime; all such time shall be counted as time worked. Provided that the benefits of this subclause shall not apply to an employee employed pursuant to Part A – Permanent Part-time Employees of Clause 39, Part-time and Casual Employees, of this Agreement, until the expiration of the normal shift for a majority of the full-time employees employed on that shift in the ward or section concerned.
- (xi) An employee recalled to work overtime after leaving the employer's premises and who is required to work for more than four hours shall be allowed twenty minutes for the partaking of a meal and further twenty minutes after each subsequent four hours overtime, all such time shall be counted as time worked.
- (xii)
 - (a) The meals referred to in subclauses (x) and (xi) of this Clause shall be allowed to the employee free of charge. Where the employer is unable to provide such meals, an allowance per meal as calculated hereunder shall be paid to the employee concerned.
 - (b) The allowance per meal shall be the average of the allowances for breakfast, lunch and dinner as determined by Item 19 of Table 1 of the Treasury Circular Industrial Relations TC17-10 Review of Meal, Travelling and Other Allowances (as varied or amended from time to time).
- (xiii) Where an employee is required to work an overtime shift on the employees rostered day off, the appropriate meal breaks for that shift, as prescribed by Clause 17, Hours of Work and Free Time of Employees Other Than Directors of Nursing and Area Managers, Nurse Education, of this Agreement, shall apply.
- (xiv) An employee who works so much overtime:
 - (a) between the termination of the employee's ordinary work on any day or shift and the commencement of their ordinary work on the next day or shift that the employee has not had at least ten consecutive hours off duty between these times; or
 - (b) on a Saturday, a Sunday and a holiday, not being ordinary working days, or on a rostered day off without having had ten consecutive hours off duty in the twenty-four hours preceding their ordinary commencing time on their next day or shift; shall, subject to this subclause, be released after completion of such overtime until the employee has had ten consecutive hours off duty without loss of pay for ordinary working time occurring during such absence. If on the instruction of the employer such an employee resumes or continues to work without having had such ten consecutive hours off duty the employee shall be paid at double rates until released from duty for such period and then shall be entitled to be absent until the employee has had ten consecutive hours off duty without loss of pay for ordinary working time occurring during such absence.
 - (c) The requirement for an employee to have at least ten consecutive hours off duty before or after overtime shall be reduced to eight hours in the following circumstances:

- (i) Where the employee and local nursing management have agreed to an eight hour break between each rostered shift;
- (ii) Where an employee has exchanged the shift rostered before or after the overtime period with another employee.
- (d) Periods rostered on-call or periods attracting the prescriptions of paragraph (c) of subclause (vii) of Clause 3, Special Allowances of Appendix 1 – Nurses’ and Midwives Classification, Rates of Pay and Allowances, regarding telephone counselling are to be regarded as forming part of the ten consecutive hours off duty pursuant to paragraphs (a) and (b) of this subclause.
- (xv) Where an employee has been rostered to work overtime and is subsequently notified by the employer with less than 24 hours’ notice that the overtime has been cancelled, the employee shall be entitled to payment of four hours pay at ordinary time, i.e. at the employee’s base rate of pay.
- (xvi) This clause shall not apply to Nurse/Midwife Managers classified at Grade 4 or above, except where all of the following criteria are met:
 - (a) the Nurse/Midwife Manager is required to work overtime due to the public hospital having insufficient nursing/midwifery staff available to be rostered on duty at the relevant time; and
 - (b) the Nurse/Midwife Manager is required to work overtime in order to personally provide “hands on” clinical care of patients.

36 Escort Duty

- (i) Periods during which an employee, other than a Director of Nursing, is engaged in nursing duties, viz., in attendance on a patient, shall be paid as working time under this Agreement. Where applicable, overtime shall be payable.
- (ii) All reasonable out of pocket expenses shall be reimbursed.
- (iii) Rostered time shall be paid as such even though an employee may be travelling, in hotel/motel accommodation or waiting for transport.
- (iv) In respect of non-rostered time not spent in nursing duties:
 - (a) Periods in hotel/motel accommodation or waiting time for transport shall not be counted as working time;
 - (b) Periods in travelling shall count as working time.

37 Payment and Particulars of Salaries

- (i) All salaries and other payments shall be paid fortnightly provided that payment for any overtime and/or shift penalties worked may be deferred to the pay day next following the completion of the working cycle within which such overtime and or shift penalties is worked, but for no longer. Provided further that any proposal to alter the day on which wages are to be paid or the number of days pay kept in hand by the employer, must be the subject of consultation with the relevant Union.
- (ii) Employees shall have their salary paid into one account with a bank or other financial institution in Australia as nominated by the employee. Salaries shall be deposited by the employer in sufficient time to ensure that wages are available for withdrawal by employees by no later than payday, provided that this requirement shall not apply where employees

nominate accounts with non-bank financial institutions which lack the technological or other facilities to process salary deposits within 24 hours of the employer making their deposits with such financial institutions but in such cases the employer shall take all reasonable steps to ensure that the wages of such employees are available for withdrawal by no later than payday.

- (iii) Notwithstanding the provisions of subclause (ii) of this Clause, an employee who has given or has been given the required notice of termination of employment, in accordance with Clause 53, Termination of Employment, of this Agreement shall be paid all monies due prior to ceasing duty on the last day of employment. Where an employee is summarily dismissed or services are terminated without due notice, any monies due shall be paid as soon as possible after such dismissal or termination but in any case not more than three days thereafter.
- (iv) On each payday, an employee, in respect of the payment then due, shall be furnished with a written statement containing the following particulars; employee's name, the amount of ordinary salary, the total number of hours of overtime worked, if any, the amount of any overtime payment, the amount of any other monies paid and the purpose for which they are paid, and the amount of the deductions made from the total earnings and the nature thereof.
- (v) Underpayment and overpayment of salaries: The following process will apply once the issue of underpayment or overpayment is substantiated.

(a) **Underpayment**

- (1) If the amount paid is equal to or greater than one day's gross base pay the underpayment will be rectified within three working days;
- (2) If the amount is less than one day's gross base pay it will be rectified by no later than the next normal pay. However, if the employee can demonstrate that rectification in this manner would result in undue hardship every effort will be made by the employer to rectify the underpayment within three working days.

(b) **Overpayment**

- (1) In all cases where overpayments have occurred, the employer shall as soon as possible advise the employee concerned of both the circumstances surrounding the overpayment and the amount involved. The employer will also advise the employee of the pay period from which the recovery of the overpayment is to commence.
- (2) One off overpayments will be recovered in the next normal pay, except that where the employee can demonstrate that undue hardship would result, the recovery rate shall be at 10% of an employee's gross fortnightly base pay.
- (3) Unless the employee agrees otherwise, the maximum rate at which cumulative overpayments can be recovered is an amount, calculated on a per fortnight basis, equivalent to 10% of the employee's gross fortnightly base pay.
- (4) The recovery rate of 10% of an employee's gross fortnightly base pay referred to in subclause (b)(3) above may be reduced by agreement, where the employee can demonstrate that undue hardship would result.
- (5) Where an employee's remaining period of service does not permit the full recovery of any overpayment to be achieved on the fortnightly basis prescribed in subclause (b)(3) above, NIHRACS shall have the right to deduct any balance of such overpayment from monies owing to the employee on the employee's date of termination, resignation or retirement, as the case may be.

- (6) Subject to the provisions of paragraphs (2) and (3) above, where the circumstances make it appropriate the NIHRACS Manager may exercise discretion in regard to recovery of overpayments.

38 Registration Pending

An employee who has met the requirements and applied for registration as a Registered Nurse or Enrolled Nurse shall, upon registration by the Board be paid as from the date of application for registration the salary to which the employee would have been entitled if registered as a Registered Nurse or Enrolled Nurse.

39 Part-time and Casual Employees

Part A – Permanent Part-time Employees

- (i) A permanent part-time employee is one who is permanently appointed by NIHRACS to work a specified number of hours which are less than those prescribed for a full-time employee. Provided that employers must not utilise this provision in a manner which has the effect of subverting the intentions of the 38-hour week arrangements whereby full-time employees work on no more than 19 days in each 28 day roster cycle.
- (ii) The number of persons employed under this Part shall be limited so that the proportion of NIHRACS' permanent part-time nursing workforce, expressed in full-time equivalents, shall not exceed 33 1/3 per cent of the public hospital's total nursing workforce, expressed in full-time equivalents. Provided that where the consent of the relevant Union is first obtained, the figure of 33 1/3 per cent permanent part-time employees may be exceeded. Union not consent to a higher percentage of permanent part-time employees at a public hospital, resort may be had to the dispute settling procedures provided for in Clause 13, Dispute Resolution of this Agreement. The parties agree that they will take account of the relevant flexible work practices policy.
- (iii) Subject to subclause (iv) of this Clause employees engaged as Permanent Part-time employees shall be paid an hourly rate calculated on the basis of one thirty-eighth of the appropriate rate prescribed by Clause 22, Salaries and Salary Adjustments, of this Agreement, with a minimum payment of two hours for each start, and one thirty-eighth of the appropriate allowances prescribed by Clause 33, Uniform and Laundry Allowances, of this Agreement, but shall not be entitled to an additional day off or part thereof as prescribed by subclauses (iii) and (v) of Clause 17, Hours of Work and Free Time of Employees Other Than Directors of Nursing and Area Managers, Nurse Education, of this Agreement .
- (iv) An employee's entitlement to paid annual leave accrues progressively during a year of service according to the employee's ordinary hours of work, such that four weeks' annual leave on ordinary pay is to be granted on completion of each twelve months' service. The provisions of subclauses (v) to (xi) of Clause 40, Annual Leave and Clause 41, Annual Leave Loading, of this Agreement, shall apply to employees engaged pursuant to the said Part A of this Clause. The remaining provisions of Clause 40, Annual Leave of this Agreement shall not apply.
- (v) A public holiday occurring on an ordinary working day shall be allowed to employees without loss of pay; provided that an employee who is required to and does work on a public holiday shall have one day or one half day, as appropriate, added to their period of annual leave and be paid at the rate of one half time extra for the time actually worked. Such payment is in lieu of any additional rate for shift work or weekend work which would otherwise be payable had the day not been a public holiday. In lieu of adding to annual leave under this paragraph an employee may elect to be paid for the time actually worked at the rate of time and one half

in addition to their ordinary weekly rate. Where payment is made in lieu of leave in respect of time worked on a public holiday, payment shall be made for a minimum of four hours' work, and any balance of the day or shift not worked shall be paid at ordinary rates. For employees who work less than five days per week, when a public holiday occurs on a day of the week on which an employee regularly works, that employee shall be entitled to observe the public holiday without loss of pay, i.e. the employee's roster must not be changed to avoid payment of the public holiday.

- (vi) To the leave prescribed by subclause (iv) of this Part there shall be added one working day for each public holiday or one-half working day for each half public holiday which occurs on what would have been an ordinary working day during a period of annual leave.
- (vii) For the purpose of this Part of this Clause the following are to be public holidays, viz., New Year's Day, Australia Day, Foundation Day, Good Friday, Easter Sunday, Easter Monday, Anzac Day, Anniversary (Bounty) Day, Queen's Birthday, Show Day, Thanksgiving, Christmas Day, Boxing Day and any other day duly proclaimed and observed as a public holiday within the area in which the employee's usual workplace is situated.
- (viii) In this Part, ordinary pay, for the purposes of sick leave and annual leave, shall be calculated on the basis of the average weekly ordinary hours worked over the 12 months' qualifying period.
- (ix) Employees engaged under this Part shall be entitled to all other benefits of this Agreement not otherwise expressly provided for herein in the same proportion as their ordinary hours of work bear to full-time hours.
- (x) Where a permanent part-time employee has been rostered to work any additional shift and is subsequently notified by the employer with less than 24 hours' notice that the shift has been cancelled, the employee shall be entitled to payment of four hours pay at ordinary time, i.e. at the employee's base rate of pay.
- (xi) A part time employee may elect to increase their contracted hours to reflect the average of the actual hours worked per fortnight in the preceding 12 month period (except in circumstances where the part time engagement has been specifically for the purpose of temporarily backfilling a position where the substantive occupant has been on extended leave). The employer will not unreasonably withhold agreement to this request.
- (xii) A part time employee may elect to convert to full time status. The employer will not unreasonably withhold such agreement to this request.

Part B – Casual Employees

General Provisions

- (i) A casual employee is one engaged on an hourly basis otherwise than as a permanent part-time or full-time employee.
- (ii) A casual employee shall be paid an hourly rate calculated on the basis of one thirty-eighth of the appropriate rate, prescribed by Clause 22, Salaries and Salary Adjustments, of this Agreement, plus 25 per centum thereof, with a minimum payment of two hours for each start, and one thirty-eighth of the appropriate allowances prescribed by Clause 33, Uniform and Laundry Allowances, of this Agreement.
- (iii) With respect to a casual employee the provisions of Clause 50, Deputy Directors of Nursing, Assistant Directors of Nursing; Clause 20, Hours of Work and Free time of Directors of Nursing and Area Managers, Nurse Education; Clause 35, Overtime; Clause 40, Annual Leave; Clause

30, Mobility, Excess Fares and Travelling; Clause 58, Learning and Development and subclause (vii) of Clause 48, Accommodation and Board, of this Agreement, shall not apply.

Further, casual employees shall not be entitled to an additional day off or part thereof as prescribed by subclauses (iii) and (v) of Clause 17, Hours of Work and Free Time of Employees Other Than Directors of Nursing and Area Managers, Nurse Education.

- (iv) A casual employee who is required to and does work on a public holiday as defined in subclauses (iii) and (iv) of Clause 40, Annual Leave, of this Agreement, shall be paid for the time actually worked at the rate of double time and one-half such payment being in lieu of weekend or shift allowances which would otherwise be payable had the day not been a public holiday; provided that payment of that amount is deemed to be inclusive of, and not additional to, the allowance of 25 per centum prescribed in subclause (ii) of Part B Casual Employees in respect of such work.
- (v) Where a casual employee has been notified by an employer of a time to commence an engagement and that engagement is subsequently cancelled by the employer with less than two hours' notice the casual employee must be paid a minimum payment of two hours calculated at the rate which would have applied had the cancellation not occurred.
- (vi) A casual employee must not be required to work more than 12 consecutive hours unless the casual employee consents to do so.

Casual Conversion

- (i) The objective of these Casual Conversion provisions is for the employer to take all reasonable steps to provide its employees with secure employment by maximising the number of permanent positions in the employer's workforce, in particular by ensuring that casual employees have an opportunity to elect to become full-time or part-time employees.
- (ii) A casual employee engaged by NIHRACS on a regular and systematic basis for a sequence of periods of employment under this Agreement during a calendar period of six months shall thereafter have the right to elect to have their ongoing contract of employment converted to permanent full-time employment or part-time employment if the employment is to continue beyond the conversion process prescribed by this subclause.
- (iii) NIHRACS shall give the employee notice in writing of the provisions of this subclause within four weeks of the employee having attained such period of six months. However, the employee retains the right of election under this subclause if NIHRACS fails to comply with this notice requirement.
- (iv) Any casual employee who has a right to elect under paragraph (ii), upon receiving notice under paragraph (iii) or after the expiry of the time for giving such notice, may give four weeks' notice in writing to the employer that the employee seeks to elect to cover their ongoing contract of employment to full-time or part-time employment, and within four weeks of receiving such notice from the employee, the employer shall consent to or refuse the election, but shall not unreasonably so refuse. Where an employer refuses an election to convert, the reasons for doing so shall be fully stated and discussed with the employee concerned, and a genuine attempt shall be made to reach agreement. Any dispute about a refusal of an election to convert an ongoing contract of employment shall be dealt with as far as practicable and with expedition through the disputes settlement procedure in Clause 13, Dispute Resolution of this Agreement.
- (v) Any casual employee who does not, within four weeks of receiving written notice from the employer, elect to convert their ongoing contract of employment to full-time employment or part-time employment will be deemed to have elected against any such conversion.

- (vi) Once a casual employee has elected to become and been converted to a full-time employee or a part-time employee, the employee may only revert to casual employment by written agreement with the employer.
- (vii) If a casual employee has elected to have their contract of employment converted to full-time or part-time employment in accordance with paragraph (iv), the employer and employee shall, in accordance with this paragraph, and subject to paragraph (iv), discuss and agree upon:
 - (a) whether the employee will convert to full-time or part-time employment; and
 - (b) if it is agreed that the employee will become a part-time employee, the number of hours and the pattern of hours that will be worked consistent with any other part-time employment provisions of this Agreement, shall be in writing and nominate the classification in which the part-time hours shall be worked.

Provided that an employee who has worked on a full-time basis throughout the period of casual employment has the right to elect to convert their contract of employment to full-time employment and an employee who has worked on a part-time basis during the period of casual employment has the right to elect to convert their contract of employment to part-time employment, on the basis of the same number of hours and times of work as previously worked, unless other arrangements are agreed between the employer and the employee.
- (viii) Following an agreement being reached pursuant to paragraph (vii), the employee shall convert to full-time or part-time employment. If there is any dispute about the arrangements to apply to an employee converting from casual employment to full-time or part-time employment, it shall be dealt with as far as practicable and with expedition through the disputes settlement procedure.
- (ix) An employee must not be engaged and re-engaged, dismissed or replaced in order to avoid any obligation under this subclause.

40 Annual Leave

- (i) Annual leave on full pay accrues progressively during a year of service according to the employee's ordinary hours of work, and accumulates from year to year as follows:
 - (a) Employees required to work on a seven day basis - six weeks annual leave.
 - (b) All other employees - four weeks annual leave.
- (ii)
 - (a) An employee to whom paragraph (a) of subclause (i) applies and who is required to and does work on a public holiday shall be paid, in addition to the appropriate ordinary weekly rate of pay, at the rate of one half time extra for the time actually worked on such holiday. Such payment shall be in lieu of any additional rate for shift work or weekend work which would otherwise be payable had the day not been a public holiday.
 - (b) To leave prescribed by paragraph (a) of subclause (i) there shall be added one working day or one half working day for each public holiday or half public holiday (not being one of the 13 specifically named public holidays prescribed by subclause (iii) of this clause, or a substituted day proclaimed in lieu of any of them) which may occur during the qualifying period for annual leave or during the period of annual leave.
 - (c) A public holiday occurring on an ordinary working day shall be allowed to employees covered by paragraph (b) of subclause (i) on full pay; provided that an employee who is

required to and does work on a public holiday shall have one day or one half day, as appropriate, added to their period of annual leave and be paid at the rate of one half time extra for the time actually worked. Such payment is in lieu of any additional rate for shift work or weekend work which would otherwise be payable had the day not been a public holiday.

In lieu of adding to annual leave under this paragraph an employee may elect to be paid for the time actually worked at the rate of time and one half in addition to their ordinary weekly rate. Where payment is made in lieu of leave in respect of the time worked on a public holiday, payment shall be made for a minimum of four hours work, and any balance of the day or shift not worked shall be paid at ordinary rates.

- (d) Where a public holiday falls on a rostered day off of a shift worker as defined in Clause 5, Definitions, of this Agreement, and who receives four weeks annual leave in accordance with paragraph (b) of subclause (i) of this clause, such shift worker shall be paid one day's pay in addition to the weekly rate or if the employee so elects shall have one day added to the period of annual leave.
 - (e) To the leave prescribed by paragraph (b) of subclause (i) there shall be added one working day for each public holiday or one half working day of each half public holiday which occurs on what would have been an ordinary working day during a period of annual leave; provided that in the case of a shift worker referred to in paragraph (d) of this subclause the provisions of this paragraph shall apply to any public holiday falling during the period of annual leave.
- (iii) For the purpose of this subclause the following are to be public holidays viz., New Year's Day, Australia Day, Foundation Day, Good Friday, Easter Sunday, Easter Monday, Anzac Day, Anniversary (Bounty) Day, Queen's Birthday, Show Day, Thanksgiving Day, Christmas Day, Boxing Day, or any public holidays taken in lieu of any of those days, and any other day duly proclaimed and observed as a public holiday within the area in which the employee's usual workplace is situated.
 - (iv) In addition to those public holidays prescribed in subclause (iii) of this Clause employees are entitled to an extra public holiday each year. Such public holiday will occur on a day in the Christmas-New Year period as determined by the employer following consultation with the relevant Union, or other suitable day as agreed between the employer and the relevant Union. Such public holiday shall be regarded for all purposes of this Clause as any other public holiday. This subclause shall apply in substitution for any additional local public holiday or half public holiday proclaimed in a local government area.
 - (v) An employee shall be eligible for annual leave when 12 months have elapsed since the date on which the first annual leave would have begun if taken immediately it had become due, or if the employee has not previously had annual leave, since the commencement of employment.
 - (vi) Annual leave shall be given and taken either in one consecutive period or two periods, or if the employer and employee so agree, in either two, three, or four separate periods but not otherwise. Provided that up to five single days per year may be taken at times convenient to both the employer and the employee.
 - (vii) (a) Annual leave shall be given and shall be taken within a period of six months after the date when the right to annual leave accrued; provided that the giving and taking of such leave may be postponed, by mutual agreement between the parties for a further period not exceeding six months.

- (b) Nothing in this subclause shall prevent an employer by agreement with the employee, from allowing annual leave to an employee before the right thereto has accrued but where leave is taken in such a case a further period of annual leave will not commence to accrue until the expiration of the 12 months in respect of which annual leave was taken before it accrued.
 - (c) The employer shall give each employee, where practicable, three months' notice of the date upon which the employee shall enter upon leave and in any event, such notice shall not be less than 28 days.
- (viii) (a) Each employee before going on leave shall be paid for the period of the leave at the ordinary rate of salary to which the employee is entitled under this Agreement.
- (b) For the purpose of this subclause "ordinary rate of salary" means the Agreement salary without any deduction for accommodation and/or board, provided that the employer is entitled to make such deduction for accommodation as is authorised by Clause 48, Accommodation and Board, of this Agreement, if the employee, having been requested by the employer to leave his or her room completely vacant during the period of annual leave, fails to do so.,
- (c) An employee to whom paragraph (a) of subclause (i) applies shall be paid during the first 28 consecutive days whilst on annual leave their ordinary rate of salary plus shift allowances and weekend penalties relating to ordinary time the employee would have worked if the employee had not been on annual leave. Additional annual leave accrued under subclause (xi) attracts shift allowances and weekend penalties relating to ordinary time the employee would have worked if he or she had not been on annual leave.
- Provided that, the provisions of the preceding paragraphs of this subclause shall not apply to public holidays which occur during a period of annual leave or days which have been added to annual leave in accordance with paragraph (b) of subclause (ii) and subclause (iv) of this Clause.

- (ix) Except as provided in subclause (x) and (xi) of this Clause payment for annual leave shall not be made or accepted in lieu of annual leave.
- (x) Where the employment of an employee is terminated, the employee shall be entitled to receive, in addition to all other amounts due, in respect of service of less than one year an amount equal to one twelfth (6/46ths in respect of employees rostered to work on a seven day basis) of his or her ordinary pay for that period of employment together with payment for any days added to annual leave in accordance with subclause (ii) of this Clause and in calculating such payment no deduction is to be made for accommodation or board. Provided that this subclause shall not apply to an employee who elects to transfer their leave entitlement in accordance with NSW Health Policy Directive No. PD2017_028 Leave Matters for the NSW Health Service (as varied or amended from time to time).
- (xi) (a) In addition to the leave prescribed by subclause (i) employees who work their ordinary hours on Sundays and/or public holidays are entitled to receive additional annual leave as follows:

Number of ordinary shifts worked on Sundays and/or public holidays during qualifying period of employment for annual leave purposes	Additional Annual Leave
4 to 10	1 day
11 to 17	2 days

18 to 24	3 days
25 to 31	4 days
32 or more	5 days

- (b) An employee entitled to additional annual leave under paragraph (a) of subclause (i) and paragraph (a) of subclause (xi) of this Clause can elect at any time to be paid an amount equivalent to the value of accrued additional annual leave in lieu of taking the additional leave, provided also that salary for the period of additional leave paid out will be calculated as if the period of leave paid was actually taken.
- (c) On termination of employment, employees are to be paid for untaken annual leave due under this subclause together with payment for any leave in respect of an uncompleted year of employment calculated in accordance with this subclause together with payment for any untaken leave due in accordance with subclause (x). Provided that this subclause shall not apply to an employee who elects to transfer their leave entitlement in accordance with NSW Health Policy Directive No. PD2017_028 Leave Matters for the NSW Health Service (as varied or amended from time to time).

41 Annual Leave Loading

Employees shall be paid an annual leave loading of 17.5% in accordance with NSW Health Policy Directive PD2017_028 Leave Matters for the NSW Health Service (as varied or amended from time to time).

42 Family and Community Services Leave and Personal/Carers' Leave

- (i) Family and Community Services ('FACS') Leave and Personal/Carer's Leave are separate, stand-alone entitlements.
- (ii) FACS Leave and Personal/Carer's Leave are available to all part time and full time employees covered by this Agreement in accordance with Parts A, B and D of this Clause.
- (iii) FACS Leave and Personal/Carer's Leave are available to all casual employees covered by this Agreement in accordance with Part C of this Clause.

Part A – FACS Leave

(i) FACS Leave - General

- (a) For the purpose of this clause relating to FACS Leave:

relative means a person related by blood, marriage or affinity;

affinity means a relationship that one spouse because of marriage has to blood relatives of the other; and

household means a family group living in the same domestic dwelling.

- (b) The NIHRACS Manager may grant FACS Leave to an employee:
- (1) to provide care and/or support for sick members of the employee's relatives or household; or
 - (2) for reasons related to the family responsibilities of the employee (e.g. to arrange and or attend a funeral of a relative; to accompany a relative to a medical appointment where there is an element of emergency; parent/teacher meetings; education week activities; to meet elder-care requirements of a relative); or

- (3) for reasons related to the performance of community service by the employee (e.g. in matters relating to citizenship; to office holders in local government, other than as a mayor, for attendance at meetings, conferences or other associated duties; representing Australia or the State in major amateur sport other than in Olympic/Commonwealth Games); or
 - (4) in a case of pressing necessity (e.g. where an employee is unable to attend work because of adverse weather conditions which either prevent attendance or threaten life or property; the illness of a relative; where a child carer is unable to look after their charge).
- (ii) An employee is not to be granted FACS Leave for attendance at court to answer a criminal charge, unless the NIHRACS Manager approves the grant of leave in the particular case.

Applications for FACS Leave to attend court, for reasons other than criminal charges, will be assessed on an individual basis.

The use of FACS leave to attend court pursuant to Clause 24, Leave for Matters arising from Family Violence, of this Agreement, shall be governed by the provisions of the said Clause.

(iii) **FACS Leave - Entitlement**

- (a) The maximum amount of FACS Leave on full pay that may be granted to an employee is 3 working days during the first year of service, and thereafter 6 working days in any period of 2 years.
- (b) For the purposes of calculating entitlement, a working day for employees working an average of 38 hours per week in each roster cycle shall be deemed to consist of 8 hours. The rate at which FACS Leave is paid out and utilised shall be on actual hours absent from the rostered shift.
- (c) FACS Leave is available to part-time employees on a pro rata basis.

(iv) **Compassionate Leave**

An employee is entitled to 2 days of compassionate leave for each occasion when a member of the employee's immediate family, or a member of the employee's household, contracts or develops a personal illness that poses a serious threat to their life, sustains a personal injury that poses a serious threat to their life, or dies.

(v) **Use of other leave entitlements**

The NIHRACS Manager may grant an employee other leave entitlements for reasons related to family responsibilities, or community service, by the employee.

An employee may elect, with the consent of the employer, to take annual leave; long service leave; or leave without pay.

Part B – Personal/Carer's Leave

(i) **Use of sick leave to care for the person concerned - definitions**

A person who needs the employee's care and support is referred to as the "person concerned" and is:

- (a) a spouse of the employee; or
- (b) a de facto spouse, who, in relation to a person, is a person of the opposite sex to the first mentioned person who lives with the first mentioned person as the husband or

wife of that person on a bona fide domestic basis although not legally married to that person; or

- (c) a child or an adult child (including an adopted child, a step child, a foster child or an ex nuptial child), parent (including a foster parent and legal guardian), grandparent, grandchild or sibling of the employee or spouse or de facto spouse of the employee; or
- (d) a same sex partner who lives with the employee as the de facto partner of that employee on a bona fide domestic basis; or
- (e) a relative of the employee who is a member of the same household, where for the purpose of this clause relating to Personal/Carer's Leave:

relative means a person related by blood, marriage or affinity;

affinity means a relationship that one spouse because of marriage has to blood relatives of the other; and

household means a family group living in the same domestic dwelling.

(ii) **Use of sick leave to care for the person concerned - entitlement**

- (a) The entitlement to use sick leave in accordance with this subclause is subject to the employee being responsible for the care and support of the person concerned; and the person concerned being as defined in subclause (i) of Part B – Personal/Carer's Leave of this Clause.
- (b) An employee covered by the provisions of this clause with responsibilities in relation to a person who needs their care and support shall be entitled to use the untaken sick leave, from that year's annual sick leave entitlement, to provide care and support for such persons when they are ill.
- (c) Sick leave accumulates from year to year. In addition to the current year's grant of sick leave available under paragraph (b) above, sick leave untaken from the previous three years may also be accessed by an employee with responsibilities in relation to a person who needs their care and support.
- (d) The NIHRACS Manager may, in special circumstances, make a grant of additional sick leave. This grant can only be taken from sick leave untaken prior to the period referred to in paragraph (c) above.
- (e) The employee shall, if required, establish either by production of a medical certificate or statutory declaration, that the illness of the person concerned is such as to require care by another person.
- (f) The employee has the right to choose the method by which the ground for leave is established, that is, by production of either a medical certificate or statutory declaration.
- (g) The employee is not required to state the exact nature of the relevant illness on either a medical certificate or statutory declaration.
- (h) The employee shall, wherever practicable, give the employer notice prior to the absence of the intention to take leave, the name of the person requiring care and that person's relationship to the employee, the reasons for taking such leave and the estimated length of absence. If it is not practicable for the employee to give prior notice of absence, the employee shall notify the employer by telephone of such absence at the first opportunity on the day of absence.

- (i) In normal circumstances, the employee must not take leave under this subclause where another person has taken leave to care for the same person.

(iii) Use of other leave entitlements

An employee may elect, with the consent of the employer, to take:

- (a) annual leave, including annual leave not exceeding ten days in single-day periods, or part thereof, in any calendar year at a time or times agreed by the parties. An employee and employer may agree to defer payment of the annual leave loading in respect of single day absences until at least five consecutive annual leave days are taken.
- (b) an employee may elect with the employer's agreement to take annual leave at any time within a period of 24 months from the date at which it falls due;
- (c) long service leave; or
- (d) leave without pay for the purpose of providing care and support to the person concerned as defined in subclause (i), Use of sick leave to care for the person concerned – definition, of this Part.

Part C – Casual Employee Entitlements

(i) Bereavement entitlements for casual employees

- (a) Casual employees are entitled to not be available to attend work, or to leave work upon the death in Australia of a person prescribed in paragraph (a) of subclause (i) FACS Leave – General of Part A – FACS Leave of this Clause.
- (b) The employer and the employee shall agree on the period for which the employee will be entitled to not be available to attend work. In the absence of agreement, the employee is entitled to not be available to attend work for up to 48 hours (i.e. two days) per occasion. The casual employee is not entitled to any payment for the period of non-attendance.
- (c) An employer must not fail to re-engage a casual employee because the employee accessed the entitlements provided for in this clause. The rights of an employer to engage or not engage a casual employee are otherwise not affected.

(ii) Personal carers entitlement for casual employees

- (a) Subject to the evidentiary and notice requirements in paragraphs (e) – (h) of subclause (ii), Use of Sick Leave to care for the persons concerned – entitlement, of Part B – Personal/Carer's Leave, casual employees are entitled to not be available to attend work, or to leave work if they need to care for a person prescribed in subclause (i), Use of sick leave to care for the persons concerned – definitions, of Part B – Personal/Carer's Leave of this Clause who is sick and requires care and support, or who require care due to an unexpected emergency or the birth of a child.
- (b) The employer and the employee shall agree on the period for which the employee will be entitled to not be available to attend work. In the absence of agreement, the employee is entitled to not be available to attend work for up to 48 hours (i.e. two days) per occasion. The casual employee is not entitled to any payment for the period of non-attendance.
- (c) An employer must not fail to re-engage a casual employee because the employee accessed the entitlements provided for in this Clause. The rights of an employer to engage or not to engage a casual employee are otherwise not affected.

Part D – Flexible Work Practice Alternatives to using FACS or Personal/Carer’s Leave

(i) Time off in lieu of payment of overtime to care for the person concerned

- (a) An employee may elect, with the consent of the employer, to take time off in lieu of payment of overtime at a time or times agreed with the employer within 12 months of the said election, to care for the person concerned, as defined in subclause (i), Use of Sick Leave to care for the person concerned – definitions, of Part B – Personal/Carer’s Leave of this Clause.
- (b) Overtime taken as time off during ordinary time shall be taken at the ordinary time rate, that is, one hour off for each hour of overtime worked.
- (c) If, having elected to take time as leave in accordance with paragraph (a) of subclause (i) of this Part, the leave is not taken for whatever reason, payment for time accrued at overtime rates shall be made at the expiry of the twelve month period from the date the overtime was worked, or earlier by agreement, or on termination.
- (d) Where no election is made in accordance with paragraph (a) of subclause (i) of this Part, the employee shall be paid overtime rates in accordance with the provisions of Clause 35, Overtime, of this Agreement.

(ii) Use of make-up time

- (a) An employee may elect, with the consent of the employer, to work “make-up time”. “Make-up time” is worked when the employee takes time off during ordinary hours for family or community service responsibilities, and works those hours at another time, during the spread of ordinary hours provided for in Clause 17 Hours of Work and Free Time of Employees Other Than Directors of Nursing and Area Managers, Nurse Education, Clause 18 Pilot Roster Project and Clause 20 Hours of Work and Free Time of Directors of Nursing and Area Managers, Nurse Education, of this Agreement, at the ordinary rate of pay.
- (b) An employee on shift work may elect, with the consent of the employer, to work “make-up time” (under which the employee takes time off during ordinary hours and works those hours at another time) at the applicable shift work rate under Clause 26, Penalty Rates for Shift Work and Weekend Work, of this Agreement to the hours taken off.

43 Long Service Leave

- (i) (a) Each employee shall be entitled to two months long service leave on full pay after ten years service; thereafter additional long service leave shall accrue on the basis of five months long service leave on full pay for each ten years service.

Employees with at least seven years service are entitled, proportionate to their length of service, to a period of long service leave on the basis of two months’ long service leave for ten years’ service on full pay.
- (b) Where the services of an employee with at least five years service and less than seven years service are terminated by the employer for any reason other than the employee’s serious and wilful misconduct, or by the employee, on account of illness, incapacity or domestic or other pressing necessity, the employee shall be entitled to be paid a proportionate amount for long service leave on the basis of two months’ long service leave for ten years’ service.

Where the services of an employee with at least seven years' service are terminated by the employer or by the employee, the employee shall be entitled to be paid a proportionate amount for long service leave on the basis of two months' long service leave for ten years' service.

- (ii) For the purposes of subclause (i) of this clause-
 - (a) **Service** shall mean service:
 - (1) as a full time and/or permanent part time employee of NIHRACS.
 - (2) as an employee of the former Norfolk Island Hospital Enterprise (NIHE). The calculation of service will include employment with NIHE for the purpose of determining continuity of service and accrual of Long Service Leave in NIHRACS.
and
 - (3) Broken periods of service with NIHRACS shall count as service.
 - (b) Service shall not include any period of leave without pay except in the case of employees who have completed at least ten years' service (any period of absence without pay being excluded therefrom) in which case service shall include any period of leave without pay not exceeding six months.
- (iii) Employees of the former Norfolk Island Hospital Enterprise (NIHE) who had completed ten (10) years' service with the Hospital as at 30 June 2016 were paid their entitlements to Long Service Leave that had accrued to that date. The service associated with such leave already paid or taken will be counted as service for the purposes of determining an employee's entitlement under this clause. Such leave already paid or taken will not be re-credited to the employee.
- (iv) An employee with an entitlement to long service leave, may elect to access their entitlement:
 - (a) on full pay, or
 - (b) on half pay, or
 - (c) on double pay.
- (v) When an employee elects to access their long service leave entitlement the following amounts of long service leave are to be deducted from the employee's long service leave entitlement:
 - (a) for each period of long service leave taken on full pay - the number of days so taken,
 - (b) for each period of long service leave taken on half pay - half the number of days so taken,
 - (c) for each period of long service leave taken on double pay - twice the number of days so taken. This election is made on the basis that superannuation contributions for an employee will only be made for the period of the long service leave actually taken, i.e. contributions will be made at the single time rate.

It is emphasised that the accessing of long service leave on the basis of either (a), (b) or (c) above is made by the employee's voluntary election.
- (vi) When an employee elects to access their long service leave entitlement, other leave entitlements will accrue as follows:
 - (a) for each period of long service leave taken on full pay - all other leave entitlements accrue at the employee's ordinary rate.

- (b) for each period of long service leave taken on double pay - all other leave entitlements accrue at the employee's ordinary rate.
 - (c) for each period of long service leave taken on half pay - annual leave entitlements accrue at half the employee's ordinary rate while all other leave entitlements accrue at the employee's ordinary rate.
 - (d) This subclause shall apply to new periods of Long Service Leave taken after 23 February 2011.
- (vii) If a public holiday occurs while an employee is taking long service leave, and but for the taking of the long service leave the employee would have worked, the amount of long service leave to be deducted is to be reduced by the public holiday.
- (viii) Long service leave shall be taken at a time mutually arranged between the employer and employee.
- (ix) Full pay shall mean the salary listed in this Agreement without any deduction for accommodation and/or board; provided that an employer shall be entitled to make such deduction for accommodation as is authorised by Clause 48, Accommodation and Board, of this Agreement, if the employee having been requested by the employer to leave his or her room completely vacant during the period of long service leave, fails to do so.
- (x)
 - (a) On the termination of employment of an employee otherwise than by the death of the employee, an employer shall pay to the employee the monetary value of all long service leave accrued and not taken at the date of such termination, unless the employee elects to transfer his or her leave entitlement in accordance with NSW Health Policy Directive No. PD2017_028 Leave Matters for the NSW Health Service (as varied or amended from time to time).
 - (b) Where an employee who has acquired a right to long service leave, or after having had five years of service and less than ten years' service, dies, the partner of such employee or if there is no such partner the child/children of such employee (or guardian such as the case may be) or the legal personal representative of such employee, shall be entitled to receive the monetary value of the leave not taken or which would have accrued to such employee had the employee's services been terminated as referred to in paragraph (b) of subclause (i) of this Clause and such monetary value shall be determined according to the salary payable to the employee at the time of his or her death. For the purposes of this subclause, the term 'partner' means a spouse or a de facto partner (including a same sex de facto partner); and 'child/children' means a child or an adult child (including adopted child, step child, foster child or ex nuptial child)
- (xi) An employee shall be entitled to have previous part-time service which is the equivalent of at least two full days' duty per week taken into account for long service leave purposes in conjunction with full-time or permanent part-time service on the basis of the proportion that the actual number of hours worked each week bears to 38 hours, provided that the part-time service merges without break with the subsequent full-time or permanent part-time service.
- (xii) All employees employed under Part A - Permanent Part-Time Employees of Clause 39, Part-Time and Casual Employees, will have such service counted for accrual of long service leave entitlement. Such service shall include the average of all hours worked (excluding overtime) in each year of service or part thereof and include paid leave taken; in any year or part thereof in which leave without pay is taken, the period of leave without pay shall not be included for the purposes of the averaging calculation.

This calculation shall be carried out for each year of service on the employee's anniversary date of employment, and an appropriate entry made into the employee's records.

- (xiii) Except as provided for in subclause (xiv) of this Clause, rights to long service leave under this clause shall be in replacement of rights to long service leave, if any, which at 12 March 1975, may have accrued or may be accruing to an employee and shall apply only to persons in the employ of the employer on or after 12 March 1975. Where an employee has been granted long service leave or has been paid its monetary value prior to 12 March, 1975, the employer shall be entitled to debit such leave against any leave to which the employee may be entitled pursuant to this Clause.
- (xiv) Employees employed under Part B - Casual Employees of Clause 40, Part-Time and Casual Employees, are entitled to accrue long service leave under the provisions of the *Long Service Leave Act 1955 (NSW) (NI)* as it applies to Norfolk Island from time to time, subject to meeting the provisions of that Act.

44 Maternity, Adoption and Parental Leave

- (i) In addition to the entitlements in this Clause, employees may have further entitlements under Division 5 Parental Leave and Related Entitlements of Part 2-2 The National Employment Standards of Chapter 2 Terms and Conditions of Employment Standards of the *FWA*.
- (ii) All eligible employees covered by this Agreement are entitled to the provisions of this Clause other than casual employees.
- (iii) Casual employees are entitled to parental leave in accordance with the said Division 5 of Part 2-2 of the *FWA*. The following provisions shall also apply in addition to those set out in the *FWA*.
- (a) An employer must not fail to re-engage a regular casual employee because:
- the employee or employee's spouse is pregnant; or
 - the employee is or has been immediately absent on parental leave.
 - The rights of an employer in relation to engagement and re-engagement of casual employees are not affected, other than in accordance with this clause.

(iv) **Liability for Superannuation Contributions**

During a period of unpaid maternity, adoption or parental leave, the employee will not be required to meet the employer's superannuation liability.

Part A – Maternity Leave

(i) **Eligibility for Paid Maternity Leave**

To be eligible for paid maternity leave a full time or permanent part time employee must have completed at least 40 weeks' continuous service prior to the expected date of birth.

An employee who has once met the conditions for paid maternity leave will not be required to work again the 40 weeks' continuous service in order to qualify for a further period of paid maternity leave, unless;

- (a) there has been a break in service where the employee has been re-employed or re-appointed after a resignation, medical retirement, or after her services have been otherwise dispensed with; or

- (b) the employee has completed a period of leave without pay of more than 40 weeks. In this context, leave without pay does not include sick leave without pay, maternity leave without pay, or leave without pay associated with an illness or injury compensable under the relevant workers' compensation legislation.

(ii) **Portability of Service for Paid Maternity Leave**

Portability of service for paid maternity leave involves the recognition of service in public sector organisations for the purpose of determining an employee's eligibility to receive paid maternity leave. For example, where an employee moves between a public sector department and a public hospital, previous continuous service will be counted towards the service prerequisite for paid maternity leave.

When determining an employee's eligibility for paid maternity leave, continuous service with an organisation that is part of the public sector service will be recognised, provided that:

- (a) service was on a full-time or permanent part-time basis;
- (b) cessation of service with the former employer was not by reason of dismissal on any ground, except retrenchment or reduction of work;
- (c) the employee commences duty with the new employer on the next working day after ceasing employment with the former employer (there may be a break in service of up to two months before commencing duty with the new employer provided that the new position was secured before ceasing duty with the former employer. However, such a break in service will not be counted as service for the purpose of calculating any prior service prerequisite for paid maternity leave.

(iii) **Entitlement to Paid Maternity Leave**

- (a) An eligible employee is entitled to fourteen weeks at the ordinary rate of pay from the date maternity leave commences. This leave may commence up to fourteen weeks prior to the expected date of birth.

It is not compulsory for an employee to take this period off work. However, if an employee decides to work during the nine weeks prior to the expected date of birth it is subject to the employee being able to perform satisfactorily the full range of normal duties.

Paid maternity leave may be paid:

- on a normal fortnightly basis; or
- in advance in a lump sum; or
- at the rate of half pay over a period of twenty-eight weeks on a regular fortnightly basis.

Annual and/or long service leave credits can be combined with periods of maternity leave on half pay to enable an employee to remain on full pay for that period.

(iv) **Unpaid Maternity Leave**

- (a) Full time and permanent part time employees who are entitled to paid maternity leave are entitled to a further period of unpaid maternity leave of not more than 12 months after the actual date of birth. Employees who meet the definition of 'long term casual employee' under the *FWA* are also entitled to 12 months of unpaid maternity leave.
- (b) Full time and permanent part time employees who are not eligible for paid maternity leave are entitled to unpaid maternity leave of not more than 12 months.

- (c) Full time and permanent part time employees may also apply for additional unpaid maternity leave as provided for in paragraph (b) of subclause (i) of Part D – Right to Request of this Clause.

(v) **Applications**

An employee who intends to proceed on maternity leave should formally notify her employer of such intention as early as possible, so that arrangements associated with her absence can be made.

Written notice of not less than eight weeks prior to the commencement of the leave should accordingly be given. This notice must include a medical certificate stating the expected date of birth and should also indicate the period of leave desired.

(vi) **Variation after Commencement of Leave**

After commencing maternity leave, an employee may vary the period of her maternity leave, once without the consent of her employer and otherwise with the consent of her employer. A minimum of fourteen days' notice must be given, although an employer may accept less notice if convenient.

(vii) **Staffing Provisions**

In accordance with obligations established in Section 84A of the *FWA*, any person who occupies the position of an employee on maternity leave must be informed that the employee has the right to return to her former position. Additionally, since an employee has the right to vary the period of her maternity leave, offers of temporary employment should be in writing, stating clearly the temporary nature of the contract of employment. The duration of employment should be also set down clearly; to a fixed date or until the employee elects to return to duty, whichever occurs first.

(viii) **Effect of Maternity Leave on Accrual of Leave, Increments etc.**

When the employee has resumed duties, any period of full pay leave is counted in full for the accrual of annual leave, sick leave and long service leave and any period of maternity leave on half pay is taken into account to the extent of one half thereof when determining the accrual of annual leave, sick leave and long service leave.

Except in the case of employees who have completed ten years' service the period of maternity leave without pay does not count as service for long service leave purposes.

Where the employee has completed ten years' service the period of maternity leave without pay shall count as service provided such leave does not exceed six months.

Maternity leave without pay does not count as service for incremental purposes. Periods of maternity leave at full pay and at half pay are to be regarded as service for incremental progression on a pro-rata basis.

Where public holidays occur during the period of paid maternity leave, payment is at the rate of maternity leave received i.e., public holidays occurring in a period of full pay maternity leave are paid at full rate and those occurring during a period of half pay leave are paid at half rate.

(ix) **Illness Associated with Pregnancy**

If, because of an illness associated with her pregnancy an employee is unable to continue to work then she can elect to use any available paid leave (sick, annual and/or long service leave) or to take sick leave without pay.

Where an employee is entitled to paid maternity leave, but because of illness, is on sick, annual, long service leave, or sick leave without pay prior to the birth, such leave ceases nine weeks prior to the expected date of birth. The employee then commences maternity leave with the normal provisions applying.

(x) **Transfer to a More Suitable Position**

Where, because of an illness or risk associated with her pregnancy, an employee cannot carry out the duties of her position, an employer is obliged, as far as practicable, to provide employment in some other position that she is able to satisfactorily perform. A position to which an employee is transferred under these circumstances must be as close as possible in status and salary to her substantive position.

(xi) **Miscarriages**

In the event of a miscarriage any absence from work is to be covered by the current sick leave provisions

(xii) **Stillbirth**

In the case of a stillbirth, (as classified by the Registry of Births, Deaths and Marriages) an employee may elect to take sick leave, subject to production of a medical certificate, or maternity leave. She may resume duty at any time provided she produces a doctor's certificate as to her fitness.

(xiii) **Effect of Premature Birth on Payment of Maternity Leave**

An employee who gives birth prematurely and prior to proceeding on maternity leave shall be treated as being on maternity leave from the date leave is commenced to have the child. Should an employee return to duty during the period of paid maternity leave, such paid leave ceases from the date duties are resumed.

(xiv) **Right to Return to Previous Position**

An employee returning from maternity leave has the right to resume her former position.

Where this position no longer exists the employee is entitled to be placed in a position nearest in status and salary to that of her former position and for which the employee is capable or qualified.

(xv) **Further Pregnancy While on Maternity Leave**

Where an employee becomes pregnant whilst on maternity leave a further period of maternity leave shall be granted. If an employee enters on the second period of maternity leave during the currency of the initial period of maternity leave, then any residual maternity leave from the initial entitlement ceases.

An employee who commences a subsequent period of maternity leave while on unpaid maternity leave under of paragraph (a) of subclause (iv) Unpaid Maternity Leave of Part A – Maternity Leave of this Clause or paragraph (b) of subclause (i) of Part D – Right to Request of this Clause is entitled to be paid at their normal rate (i.e. the rate at which they were paid before proceeding on maternity leave).

An employee who commences a subsequent period of maternity leave during the first 12 months of a return to duty for less than full time hours as provided under paragraph (c) of subclause (i) of Part D – Right to Request of this Clause is entitled to be paid at their substantive full time rate for the subsequent period of maternity leave.

An employee who commences a subsequent period of maternity leave more than 12 months after returning to duty for less than full time hours under paragraph (c) of subclause (i) of Part D – Right to Request of this Clause, will be entitled to paid maternity leave for the subsequent period of maternity leave at their part time rate.

Part B – Adoption Leave

(i) Eligibility

All full time and permanent part time employees who are adopting a child and are to be the primary care giver of the child are eligible for unpaid adoption leave. Employees who meet the definition of ‘long term casual employee’ under the *FWA* are also entitled to unpaid adoption leave.

To be eligible for paid adoption leave a full time or permanent part time employee must also have completed at least 40 weeks continuous service prior to the date of taking custody of the child.

An employee who has once met the conditions of paid adoption leave, will not be required to again work the 40 weeks continuous service in order to qualify for further periods of paid adoption leave, unless;

- (a) there has been a break in service where the employee has been re-employed or re-appointed after a resignation, medical retirement, or after their services have been otherwise dispensed with; or
- (b) the employee has completed a period of leave without pay of more than 40 weeks. In this context, leave without pay does not include sick leave without pay, maternity leave without pay, or leave without pay associated with an illness or injury compensable under workers’ compensation legislation.

(ii) Entitlement

(a) Paid Adoption Leave

Eligible employees are entitled to paid adoption leave of fourteen weeks at the ordinary rate of pay from and including the date of taking custody of the child.

Paid adoption leave may be paid: -

- on a normal fortnightly basis; or
- in advance in a lump sum; or
- at the rate of half pay over a period of twenty-eight weeks on a regular fortnightly basis.

Annual and/or long service leave credits can be combined with periods of adoption leave at half pay to enable an employee to remain on full pay for that period.

(b) Unpaid Adoption Leave

Eligible employees are entitled to unpaid adoption leave as follows:

- where the child is under the age of 12 months - a period of not more than 12 months from the date of taking custody;
- where the child is over the age of 12 months - a period of up to 12 months, such period to be agreed upon by both the employee and the employer.

(iii) **Applications**

Due to the fact that an employee may be given little notice of the date of taking custody of a child, employees who believe that, in the reasonably near future, they will take custody of a child, should formally notify the employer as early as practicable of the intention to take adoption leave. This will allow arrangements associated with the adoption leave to be made.

(iv) **Variation after Commencement of Leave**

After commencing adoption leave, an employee may vary the period of leave, once without the consent of the employer and otherwise with the consent of the employer. A minimum of fourteen days' notice must be given, although an employer may accept less notice if convenient.

(v) **Portability of Service for Paid Adoption Leave**

As per maternity leave conditions.

(vi) **Staffing Provisions**

As per maternity leave conditions.

(vii) **Effect of Adoption Leave on Accrual of Leave, Increments, etc.**

As per maternity leave conditions.

(viii) **Right to return to previous position**

As per maternity leave conditions.

Part C – Parental Leave

(i) *Eligibility*

To be eligible for parental leave a full time or permanent part time employee must have completed at least 40 weeks continuous service prior to the expected date of birth or to the date of taking custody of the child.

An employee who has once met the conditions for paid parental leave will not be required to again work the 40 weeks continuous service in order to qualify for a further period of paid parental leave, unless:

- (a) there has been a break in service where the employee has been re-employed or re-appointed after a resignation, medical retirement, or after their services have been otherwise dispensed with; or
- (b) the employee has completed a period of leave without pay of more than 40 weeks. In this context, leave without pay does not include sick leave without pay, maternity leave without pay, or leave without pay associated with an illness or injury compensable under the relevant workers' compensation legislation.

(ii) **Portability of Service for Paid Parental Leave**

As per maternity leave conditions.

(iii) **Entitlements**

Eligible employees whose spouse or partner (including a same sex partner) is pregnant or is taking custody of a child are entitled to a period of leave not exceeding 52 weeks which includes one week of paid leave, and may be taken as follows:

- (a) an unbroken period of up to one week at the time of the birth of the child, taking custody of the child or other termination of the pregnancy (short parental leave); and
- (b) a further unbroken period in order to be the primary caregiver of the child (extended parental leave).
- (c) The entitlement of one weeks' paid leave may be taken at any time within the 52 week period and shall be paid:
at the employee's ordinary rate of pay for a period not exceeding one week on full pay;
or
two weeks at half pay or the period of parental leave taken, whichever is the lesser period.
Annual and/or long service leave credits can be combined with periods of parental leave on half pay to enable an employee to remain on full pay for that period.
- (d) Extended parental leave cannot be taken at the same time as the employee's spouse or partner is on maternity or adoption leave except as provided for in subclause (i)(a) of Part D Right to Request of this clause.
- (iv) Employees who meet the definition of 'long term casual employee' as provided in Section 12 The Dictionary of the *FWA* are also entitled to 12 months of unpaid parental leave.

(v) **Applications**

An employee who intends to proceed on parental leave should formally notify their employer of such intention as early as possible, so that arrangements associated with their absence can be made.

- (a) In the case of extended parental leave, the employee should give written notice of the intention to take the leave.
 - (b) The employee must, at least four weeks before proceeding on leave, give written notice of the dates on which they propose to start and end the period of leave, although it is recognised in situations of taking custody of a child, little or no notice may be provided to the employee. In such an instance, the employee should notify the employer as early as practicable.
 - (c) The employee must, before the start of leave, provide a certificate from a medical practitioner confirming that their spouse or partner is pregnant and the expected date of birth, or in the case of an adoption, an official form or notification on taking custody of the child.
 - (d) In the case of extended parental leave, the employee must, before the start of leave, provide a statutory declaration by the employee stating:
 - (i) if applicable, the period of any maternity leave sought or taken by his spouse, and
 - (ii) that they are seeking the period of extended parental leave to become the primary care giver of the child.
- (vi) **Variation after Commencement of Leave**

After commencing parental leave, an employee may vary the period of her/his parental leave, once without the consent of the employer and otherwise with the consent of the employer. A minimum of fourteen days' notice must be given, although an employer may accept less notice if convenient.

(vii) **Effect of Parental Leave on Accrual of Leave, Increments etc.**

As per maternity leave conditions.

(viii) **Right to return to Previous Position**

As per maternity leave conditions.

Part D – Right to Request

- (i) An employee entitled to maternity, adoption or parental leave may request the employer to allow the employee:
- (a) to extend the period of simultaneous maternity, adoption or parental leave use up to a maximum of eight weeks;
 - (b) to extend the period of unpaid maternity, adoption or extended parental leave taken for a further continuous period of leave not exceeding 12 months;
 - (c) to return to duty for less than the full time hours they previously worked by taking weekly leave without pay.
- to assist the employee in reconciling work and parental responsibilities.
- (ii) The employer shall consider the request having regard to the employee's circumstances and, provided the request is genuinely based on the employee's parental responsibilities, may only refuse the request on reasonable grounds related to the effect on the workplace or the employer's business. Such grounds might include cost, lack of adequate replacement staff, loss of efficiency and the impact on customer service.
- (iii) The employee's request and the employer's decision made under paragraphs (b) and (c) of subclause (i) of this Part, must be recorded in writing.
- (iv) Where an employee wishes to make a request under paragraph (c) of subclause (i) of this Part:
- (a) the employee is to make an application for leave without pay to reduce their full time weekly hours of work
 - (b) such application must be made as early as possible to enable the employer to make suitable staffing arrangements. At least four weeks' notice must be given.
 - (c) all requests are to be considered having regard to the terms of NSW Health Policy Directive No. PD2017-028 Leave Matters for NSW Health Service (as varied or amended from time to time).
 - (d) Salary and other conditions of employment are to be adjusted on a basis proportionate to the employee's full time hours of work i.e. for long service leave the period of service is to be converted to the full time equivalent, and credited accordingly.
 - (e) It should be noted that employees who return from maternity, adoption or parental leave under this arrangement remain full time employees. Therefore, the payment of any part time allowance to such employees does not arise.

Part E – Communication During Leave

- (i) Where an employee is on maternity, adoption or parental leave and a definite decision has been made to introduce significant change at the workplace, the employer shall take reasonable steps to:

- (a) make information available in relation to any significant effect the change will have on the status or responsibility level of the position the employee held before commencing the leave; and
 - (b) provide an opportunity for the employee to discuss any significant effect the change will have on the status or responsibility level of the position the employee held before commencing leave.
- (ii) The employee shall take reasonable steps to inform the employer about any significant matter that will affect the employee's decision regarding the duration of leave to be taken, whether the employee intends to return to work and whether the employee intends to request to return to work on a part-time basis.
 - (iii) The employee shall also notify the employer of changes of address or other contact details which might affect the employer's capacity to comply with subclause (i) of this Part.

Part F – Commonwealth Paid Parental Leave (PPL)

- (i) The PPL scheme, as varied from time to time, may be available to eligible employees.
- (ii) The PPL is independent of other leave entitlements and is in addition to paid parental leave entitlements.

45 Military Leave

Employees shall be granted military leave in accordance with NSW Health Policy Directive No. PD2017_028 Leave Matters for the NSW Health Service (as varied or amended from time to time).

46 Repatriation Leave

Ex-servicemen/women shall be granted repatriation leave in accordance with NSW Health Policy Directive PD2017_028 Leave Matters for the NSW Health Service (as varied or amended from time to time).

47 Sick Leave

- (i) Subject to the following limitation and conditions an employee shall be entitled to sick leave on full pay calculated by allowing 76 rostered ordinary hours of work for each year of continuous service less any sick leave on full pay already taken:
 - (a) An employee's entitlement to sick leave accrues progressively during a year of service according to the employee's ordinary hours of work, and accumulates from year to year.
 - (b) An employee shall not be entitled to sick leave on full pay for any period in respect of which such employee is entitled to accident pay, or workers' compensation; provided, however that where an employee is not in receipt of accident pay, an employer shall pay to an employee, who has sick leave entitlements under this clause, the difference between the amount received as workers' compensation and full pay.

The employee's sick leave entitlement under this Clause shall, for each week during which such difference is paid, be reduced by the proportion of hours which the difference bears to full pay. On the expiration of available sick leave, weekly compensation payments only shall be payable.

- (c) All periods of sickness shall be certified to by the NIHRACS Manager or by the employee's own legally qualified medical practitioner or dentist. The employer may

dispense with the requirement of a medical certificate where the absence does not exceed 2 consecutive days or where, in the employer's opinion, the circumstances are such as not to warrant such requirement.

- (d) Each employee shall, as soon as reasonably practicable and in any case within 24 hours of the commencement of such absence, inform the employer of their inability to attend for duty and as far as possible state the nature of the injury or illness and the estimated duration of the absence.
 - (e) Where an employee is absent on sick leave for a total of 10 working days in any one year of service and has no sick leave entitlement carried over from previous years, that employee will continue to be paid for an additional 4 hours even though no sick leave credit might exist. Such additional payment will not affect the subsequent year's sick leave entitlement, i.e. it is "special sick leave", not "sick leave in advance".
- (ii) The employer shall not change the rostered hours of an employee fixed by the roster or rosters applicable to the fourteen days immediately following the commencement of sick leave merely by reason of the fact that the employee is on sick leave.
 - (iii) For the purpose of this clause "Service" means service in the industry of nursing.
 - (iv) For the purpose of this clause continuity of service in the industry of nursing shall not be broken by:
 - (a) absences from such industry on account of illness;
 - (b) periods of absences from such industry immediately following termination of employment, in respect of which employment a pro rata payment has been made for annual leave or long service leave, but not exceeding the period the employee would have been required to work to earn as salary an amount equal to such pro rata payment;
 - (c) absence from such industry for the purpose of pursuing a post-graduate course in nursing (i.e. a course which results in obtaining a certificate, diploma or qualification) whether in Australia or elsewhere; and where the course is pursued outside Australia an employee shall be deemed to be absent for the purpose of pursuing the course throughout the time reasonably occupied travelling to the place of study and return to Australia, the actual duration of the course, a period of three months after completion of the course and before returning to Australia and a period of one month after returning to Australia;
 - (d) any reasonable absence from the industry occasioned by an employee transferring from one employer to another in such industry but not exceeding 28 days on any one occasion;
 - (e) periods of employment nursing in hospitals in New South Wales provided that this period of absence shall not be counted as service for the purpose of calculating sick leave.
 - (v) **Part Time Employees:** a part time employee shall be entitled to sick leave in the same proportion of the seventy-six hours as the average weekly hours worked over the preceding twelve months or from the time of the commencement of employment, whichever is the lesser, bears to thirty-eight ordinary hours. Such entitlements shall be subject to all the above conditions applying to full time employees. Provided that only part time service on and from the beginning of the first pay period to commence on or after 1 January 1970, shall count for the purpose of this subclause.

- (vi) Subject to the provision of a satisfactory medical certificate and sick leave being due, annual leave or long service leave (extended leave) shall be re-credited where an illness of at least one week's duration occurs during the period of annual or long service leave: Provided that the period of leave does not occur prior to retirement, resignation or termination of services, and provided further that the employer is satisfied on the circumstances and the nature of the incapacity.

48 Accommodation and Board

- (i) The employer shall where practicable provide for the use of employees who live in:
- (a) Directors of Nursing: In a public hospital of which the registered number of beds is 9 or more, private quarters which shall comprise a bedroom, sitting room, bathroom, and toilet with appropriate furniture and fittings including a washing machine, refrigerator and stove or stovette and facilities for preparing light refreshments; provided that where the normal nursing staff does not exceed 7, it shall not be necessary to provide for the Director of Nursing a separate bathroom and toilet facilities, a washing machine, refrigerator and a stove or stovette.
- (b) Employees other than Directors of Nursing:
- (1) Dining facilities suitable to the reasonable needs of the nursing staff.
 - (2) A lounge room suitable to the reasonable needs of the staff.
 - (3) A study for student nurses; provided that this provision shall apply only to public hospitals which are registered training schools.
 - (4) At least one plunge bath (with shower) for each 12 (or fraction thereof) employees and in addition at least one separate shower cubicle for each 12 (or fraction thereof) employees.
 - (5) At least one lavatory (if in a bathroom adequately partitioned off from the bathing facilities) for each 8 (or fraction thereof) employees.
 - (6) A kitchen or kitchenette equipped with reasonable facilities for storing and preparing light refreshments and with normal kitchen utensils, stove or stovette, refrigerator, china, crockery and cutlery.
 - (7) Suitable facilities including a washing machine for the laundering and drying of personal clothing.
 - (8) A separate bedroom of such dimensions as to provide a floor area of not less than 100 square feet and which contains suitable floor coverings and a bedside lamp and fittings and shall be furnished with a bed, a dressing table, a wardrobe (built-in cupboard) of adequate size and a chair.
 - (9) Where it is necessary for 2 or more employees to sleep in a bedroom 750 cubic feet of space shall be provided for each employee. Such bedroom shall contain suitable floor coverings and for each employee the employer shall provide a bed, a dressing table, a wardrobe (built-in cupboard) of adequate size and a chair.
 - (10) In respect of subparagraphs (2), (4), (5), and (6) of this paragraph separate provision shall be made for trained and untrained staff; provided that as to subparagraphs (2), (4) and (5) of this paragraph this provision shall not apply in a public hospital in which the normal number of nursing staff is less than 12.

- (11) Adequate heating suitable to the reasonable needs of the staff present shall be provided in the lounge room during the winter time.
- (ii) The employer shall provide such domestic staff as is necessary to maintain the accommodation in a proper condition at all times.
- (iii) The following deductions from salary shall be made by an employer for accommodation:
- (a) Directors of Nursing and employees occupying separate bedroom accommodation of a reasonable standard: an amount as set out in Table 2 – Other Rates and Allowances of Appendix 1, Nurses’ and Midwives’ Classifications Rates of Pay and Allowances, per week.
- (b) Directors of Nursing provided with a self-contained flat attached to the public hospital’s nurses home; an amount as set in the said Appendix per week.
- (iv) NIHRACS shall provide for employees who live in, full board of 21 meals per week and the meals shall consist of an adequate quantity of wholesome well-cooked and well-prepared food-stuffs including green vegetables and fruit in season and in addition the employer shall provide tea, coffee, milk and sugar for morning and afternoon tea and supper and early morning tea for employees on night or early morning duty. An employer who complies with the foregoing provisions of this subclause may make a deduction as set out in either Table 2 – Other Rates and Allowances of said Appendix 1 or in Appendix 2, Allowances and Special Rates – other than nursing Classifications, per week.
- (v) (a) The employer shall provide for the use of employees who live out:
- (1) a suitable change room and adequate washing and toilet facilities; provided that the washing and toilet facilities need not be distinct from those provided for employees who live in and this provision shall not apply to a public hospital the registered number of beds of which is less than 9;
- (2) a full-length locker fitted with lock and key or other suitable place for the safe keeping of clothing and personal effects of such employee;
- (b) An employer shall provide for an employee who lives out, tea, coffee, milk and sugar for morning and afternoon tea, supper and early morning tea when the employee is on duty at times appropriate for the partaking thereof and shall provide also for such an employee who requires them, meals of the standard specified in subclause (iv) of this clause, which fall during the duty period and for such meals so provided may make a charge, provided that the charge for breakfast and other meals shall be as set in either Table 2 – Other Rates and Allowances of said Appendix 1 or in said Appendix 2.
- (vi) The charges referred to in subclauses (iii), (iv) and (v) to be adjusted in accordance with any general movement in wage rates in this Agreement. The NIHRACS Manager may apply for additional adjustments from time to time based on the differences between such wage increases and the actual cost of providing these services. Provided that NIHRACS may waive all or part of these charges at its discretion as an incentive to recruitment of nurses.
- (vii) Where an employee partakes of a meal from a cafeteria service provided by NIHRACS, they shall be required to pay the charge fixed for such meal in lieu of the meal charges prescribed in subclauses (iv) or (v) of this Clause.

49 Grading Procedure

- (i) The specific Grading requirements of the occupations of employees covered by this Agreement will be addressed in the relevant Appendix to this Agreement.

- (ii) As a general principle where a position requires review a Grading Committee will be established. This Committee shall consist of two representatives of the employer and two representatives of the relevant Union and shall be constituted to consider and make recommendations to the employer in relation to:
 - (a) any request or proposal to establish or alter the grading of positions;
 - (b) the date of effect of any grading recommended.

Provided that:

- (a) an employee shall, whilst the grading or remuneration of their position is under consideration, be ineligible to be a member of the Committee;
- (b) the Committee shall not, without sufficient reason, recommend the retrospective operation of any grading or remuneration; and
- (c) where a retrospective date of effect is recommended, such date shall not be earlier than a date six months prior to the date on which the matter was referred to the Committee.

50 Deputy Directors of Nursing, Assistant Directors of Nursing

- (i) The following appointments shall be made in public hospitals with adjusted daily averages of occupied beds of less than 150 beds – a Deputy Director of Nursing
- (ii) Appointments under subclause (i) of this clause shall be made within two calendar months of the date this Agreement becomes operative and thereafter within two calendar months of the occurrence of a vacancy. In default of appointment within the said period of two calendar months, the registered nurse employed as such or in a higher classification who has customarily relieved in the vacant position, or if no one has so customarily relieved, the registered nurse employed in the same or the next senior classification below the vacant position with the longest service in such classification at NIHRACS, shall be deemed to be appointed until such time as another appointment is made by the employer.

51 Medical Examination of Nurses

See NSW Health Policy Directives No PD2017_028 Leave Matters for NSW Health Service and PD2015_026 Recruitment and Selection of Staff to the NSW Health Service (as varied or amended from time to time).

52 Domestic Work

Except as hereinafter provided, nurses shall not be required to perform, as a matter of routine, the following duties: viz.; washing, sweeping, polishing and/or dusting of floors, walls or windows of wards, corridors, annexes, bathrooms or verandahs or any duties which are generally performed by classifications other than nursing staff, but this provision shall not preclude the employment of nurses on any such duties in an isolation block or where the performance of those duties involves disinfection.

53 Termination of Employment

- (i) Termination of an employee's services shall meet, as a minimum, the requirements of the *FWA*. (For requirements in relation to notice of termination and redundancy pay, see Division 11 of Part 2-2 of the *FWA*.) In addition, except for misconduct justifying summary dismissal, the services of any employee shall be terminated with no less than fourteen days' notice or

salary in lieu thereof in the case of an employee other than a Director of Nursing, Health Manager or Hospital Scientist, and with no less than twenty-eight days' notice or salary in lieu thereof in the case of a Director of Nursing, Health Manager or Hospital Scientist.

- (ii) No employee shall, without the consent of the employer, resign without having given fourteen days' notice (or in the case of a Director of Nursing, Health Manager or Hospital Scientist twenty eight days' notice) of intention so to do or forfeiting salary earned during the pay period current at the time of resignation; provided that in no circumstances shall the employee forfeit more than fourteen days' pay at the rate prescribed for the employee's classification by Clause 22, Salaries and Salary Adjustments, of this Agreement.
- (iii) Employees who have accrued additional days off duty pursuant to subclause (vii) of Clause 17, Hours of Work and Free Time of Employees Other Than Directors of Nursing and Area Managers, Nurse Education, of this Agreement, shall be paid for such accrued time at ordinary rate of pay upon termination.
- (iv) Upon the termination of the services of an employee, the employer shall furnish the employee with a written statement, duly signed by or on behalf of the employer, setting out the period of the employment and the capacity in which the employee was employed.

54 Labour Flexibility

- (i) The NIHRACS Manager may direct an employee to carry out such duties as are reasonable and within the limits of the employee's skill, competence and training provided that such duties are not designed to promote deskilling.
- (ii) The NIHRACS Manager may direct an employee to carry out such duties and use such tools and equipment as may be required provided that the employee has been properly trained or has otherwise acquired the necessary skills in the use of such tools and equipment.
- (iii) Any direction issued by the NIHRACS Manager pursuant to subclause (i) and (ii) shall be consistent with the employer's responsibilities to provide a safe and healthy working environment.
- (iv) Existing provisions with respect to the payment of mixed functions/higher duties allowances shall apply in such circumstances.

55 Deduction of Union Membership Fees

- (i) The union shall provide the employer with a schedule setting out union fortnightly membership fees payable by members of the union in accordance with the union's rules.
- (ii) The union shall advise the employer of any change to the amount of fortnightly membership fees made under its rules. Any variation to the schedule of union fortnightly membership fees payable shall be provided to the employer at least one month in advance of the variation taking effect.
- (iii) Subject to (i) and (ii) above, the employer shall deduct union fortnightly membership fees from the pay of any employee who is a member of the union in accordance with the union's rules, provided that the employee has authorised the employer to make such deductions.
- (iv) Monies so deducted from employees' pay shall be forwarded on a monthly basis to the union together with all the necessary information to enable the union to reconcile and credit subscriptions to employees' union membership accounts.
- (v) Unless other arrangements are agreed to by the employer and the union, all union membership fees shall be deducted on a fortnightly basis.

- (vi) Where an employee has already authorised the deduction of union membership fees from his or her pay prior to this clause taking effect, nothing in this clause shall be read as requiring the employee to make fresh authorisation in order for such deductions to continue.

56 Staffing Arrangements

- (i) Reasonable workloads are required for nurses to assist in providing a sustainable health system for the people of NSW that not only meets present health needs but also plans for the health needs of the future.
- (ii) The employer has a responsibility to provide reasonable workloads for nurses.

(iii) Principles

The following principles shall be applied in determining or allocating a reasonable workload for a nurse:

- (a) Reasonable workloads will be based on the application of the staffing arrangements detailed in this clause. The arrangements may be the reasonable workload principles alone or, in addition, the provisions set out in Part B Staffing Arrangements for Peer Group D and F3 Multi Purpose Services and Part Community and Community Mental Health Staffing Arrangements, of subclause (iv), Staffing and Specialties, in relation to the services, wards and units to which they apply.
- (b) Workload assessment will take into account measured demand by way of clinical assessment, including acuity, skill mix, specialisation where relevant, and geographical and other local requirements/resources.
- (c) The work performed by the employee will be able to be satisfactorily completed within the ordinary hours of work assigned to the employee in their roster cycle.
- (d) The work will be consistent with the duties within the employee's classification description and at a professional standard so that the care provided or about to be provided to a patient or client shall be adequate, appropriate and not adversely affect the rights, health or safety of the patient, client or nurse.
- (e) The workload expected of an employee will not be unfair or unreasonable having regard to the skills, experience and classification of the employee for the period in which the workload is allocated.
- (f) An employee will not be allocated an unreasonable or excessive nursing workload or other responsibilities except in emergency or extraordinary circumstances of an urgent nature.
- (g) An employee shall not be required to work an unreasonable amount of overtime.
- (h) An employee's workload will not prevent reasonable and practicable access to Leave associated with Learning and Development, together with 'in-house' courses or activities, and mandatory training and education.
- (i) Existing minimum staffing levels to ensure safe systems of work and patient safety shall continue to apply.
- (j) Nothing in this clause prevents a higher level of staffing from being provided when, and where, this is necessary for clinical or other reasons.

(iv) **Staffing and Specialties**

The Association and NIHRACS agree that the staffing arrangements in this clause and their application may be reviewed and amended from time to time by agreement and that this Agreement may be varied by consent to reflect any such agreement.

Part A: Replacement of Absences

- (a) When an unplanned absence occurs (e.g. due to unexpected sick leave) the Nursing Unit Manager (NUM) (or delegate) will immediately review the roster to determine the effect of the absence on workload.
- (b) Where the NUM (or delegate) determines to backfill the absence, the default position is to fill the absence with a nurse of the same classification as the absent nurse.
- (c) If all avenues to backfill the absence with a nurse at the same classification are exhausted and the only remaining option is to backfill the absence with a nurse of a lower classification, the NUM (or delegate) must consider how the functions performed in the ward/unit can be safely and appropriately performed by a nurse of another nursing classification.
- (d) In some circumstances, it may be possible to backfill with a nurse of a lower classification. Where it is determined to backfill with a nurse of a lower classification, a record of this, together with the reasons, must be made.

Part B: Staffing Arrangements for Peer Group D and F3 Multi Purpose Services

- (a) The following provisions will apply to hospitals designated Peer Group D1 Community Acute Hospitals with community inpatient acute beds and a level 2 or above emergency department function; and to F3 Multi Purposes Services facilities with community inpatient acute beds and a level 2 or above emergency department function:
 - (1) During the hours that the Emergency Department is open there will be a minimum of two registered nurses on duty, to ensure that there is a registered nurse available on the acute ward when a registered nurse is required to attend the Emergency Department. One of these registered nurses may be a NUM or a Nurse Manager (NM) who also performs clinical functions on the shift who is on duty and on site.
- (b) The parties recognise that where implementation of the provisions at (a)(1) above requires a change in the classification mix this will be achieved progressively from the date of this Agreement and is determined by the rate of staff turnover experienced in those facilities where the provisions apply.

Part C: Community and Community Mental Health Staffing Arrangements

- (a) The Association and NIHRACS agree that the following staffing arrangements are to apply in all Community Health Services (including services such as child and family health, community mental health and drug health) and be used by the NIHRACS Manager in the evaluation of nursing staff levels and for the Reasonable Workload Committees to assess and manage identified workloads issues in accordance with the principles specified in subclause (iii) Principles.
- (b) The current agreed average 'face-to-face' ratio in the Community Health Service (CHS) shall be used as the starting point for consideration of staffing levels where indications are that staffing numbers are insufficient to manage the workload.

(c) Funded / budgeted FTE must include no less than four weeks (20 days) of annual leave relief per productive FTE. Where staff are required to work shift work or weekends then no less than six weeks (30 days) should be included. Managers are responsible for scheduling annual leave equitably throughout the year to manage leave liabilities and to prevent unreasonable increased workload for remaining employees arising from the taking of leave.

(d) Funded / budgeted FTE must include no less than two weeks (10 days) of sick / FACS leave relief and mandatory education relief per productive FTE. Cost centres with child and family services must include an additional day to accommodate mandatory education leave for child protection.

Funded FTE available for relief of sick / FACS / mandatory education is to be utilised as required when this leave is taken rather than used for permanent employment.

(e) Replacement for long service leave and paid maternity leave should not be considered part of the funded FTE unless additional FTE is set aside for this purpose. Traditionally, funding for this replacement is managed at a central cost centre for a facility or service.

(f) Assess impact on staff for workers' compensation / return to work programs on the FTE required.

(g) Existing appointed positions, e.g. CNCs and managers, must be maintained in their current role, and except in the case of emergencies, shall not be routinely used to cover nursing shortages in the general workload areas.

To ensure this occurs, each appointed position should have a position description that defines the scope and requirements of their primary role.

Leave relief for these positions is required in the funded FTE.

(h) Induction programs including preceptorship should be in place to adequately supervise new staff. These programs would include a reasonable number of "supernumerary" hours followed by appropriate allocation of patients according to the complexity of need and the new staff's level of training. The ability to consult senior staff by phone should be ensured, particularly during induction.

Funded FTE should incorporate a reasonable number of additional hours for this purpose based on historical turnover rates.

(i) Community Health Services must have the ability to maintain a "pool" of casual staff to manage unplanned leave and vacancies or a sudden and unanticipated increase in workload.

(j) Reasonable deployment within individual Community Health Services to address uneven workload distribution should occur as a day-to-day management strategy. However, this should not be seen as a method of covering unfilled vacancies or ongoing sick leave.

Long term demographic trends may result in adjustment of boundaries to enable existing staffing to better accommodate the needs of the community while still maintaining composition of their team.

(k) Appropriate hours for case management should be included in the Funded FTE to maintain a safe and holistic level of care for patients. This principle is inherent in the needs for patients in the community.

- (l) Appropriate time for travel in the context of the local geography and traffic conditions must be factored into hours required for clinical workload.
- (m) In accordance with occupational health and safety principles, hazards must be eliminated or controlled, appropriate loading facilities must be provided, to enable restocking of clinical supplies and equipment.
- (n) Nursing hours utilised in carrying out non clinically related activities e.g. servicing of vehicles should be monitored, quantified and incorporated into the FTE required for a given service.
- (o) This list indicates minimum requirements only.

(v) **Role of Reasonable Workload Committees**

- (a) Reasonable Workload Committees shall be established to facilitate consultation on reasonable workloads for nurses, together with the provision of advice and recommendations to the NIHRACS Manager. Aspects of reasonable workload may include, but need not be limited to, nursing workloads generally, the provision of specialist advice, training, and planning for bed or ward closures or openings as they relate to nursing workloads. It is intended that the committees, by their operation, will make a positive contribution to the workload of nurses. Reasonable Workload Committees are a mechanism to provide for informed discussions at the local level and encourage the resolution where possible of any workload disputes at this level in the first instance.
- (b) The committees by their operation shall not alter the rights and obligations of management to decide nursing workload matters.
- (c) NIHRACS shall monitor the implementation of reasonable workloads for nurses using the agreed Monitoring System in all inpatient wards/units.

Monthly and annual reports generated by the Monitoring System shall be provided to the Reasonable Workload Committee to ensure the committees have the information they need to assess workload issues.

In areas where NIHRACS and the relevant Union have agreed that the Monitoring System cannot apply, relevant available data pertaining to workloads will be collected and collated for the use of Reasonable Workload Committees.

- (d) It is intended that the Reasonable Workload Committees provide a structured and transparent forum for all nurses to be genuinely consulted about workload matters through an appropriate mechanism; contribute to the decision-making process; and have the ability to resolve disputes about workloads, should they arise, through the committee process and provisions in this Agreement.

(vi) **Structure of Reasonable Workload Committees**

- (a) Upon request by the Association or the nurse(s) employed in NIHRACS, a Reasonable Workload Committee shall be established for NIHRACS. Such requests shall be made to the NIHRACS Manager.
- (b) The Reasonable Workload Committee shall comprise equal representation of employees and the employer. Employee representation shall be determined by the Association. Employer representation shall be determined by the employer as appropriate. Committee size will be determined by agreement between the Association and the employer. Every endeavour shall be made to minimise the size of

the committee, with provision to co-opt additional assistance that may be required on an 'as needs' basis.

- (c) The committees shall meet with a frequency determined by each committee, having regard to issues and information to hand.
- (d) The committee members and the parties they represent shall make every endeavour to reduce or eliminate any duplication of subject matter and coverage with pre-existing structures and consultative mechanisms. Every effort shall also be taken to ensure the most efficient meeting arrangements are instituted for operation of the committees and to minimise disruption to nurses' rosters. The committee members and the parties they represent shall make every endeavour to ensure that any additional time and information imposts arising from the operations of the committee are minimised.
- (e) To enable members of reasonable workload committees to discharge the committee's role and carry out their responsibilities, attendance at committee meetings and reasonable preparation time shall be deemed to be time on duty and remunerated accordingly. Wherever possible, this time shall occur during the ordinary hours of work.

(vii) Grievances in relation to workload

- (a) Notwithstanding Clause 13, Dispute Resolution of this Agreement, the following procedure will apply to resolve workload grievances or staffing grievances directly arising from nursing workload issues.
- (b) A grievance in relation to such matter shall first be raised at the local ward/unit level with the Nursing/Midwifery Unit Manager responsible (or the appropriate manager).
- (c) If the matter remains unresolved, it should be referred to the appropriate Nurse/Midwife Manager, Director of Nursing or Local Health District Director of Nursing, depending on the nursing executive structure of the public hospital or public health organisation in which the grievance has arisen.
- (d) If the matter remains unresolved, it should be referred to the appropriate public hospital/public health organisation reasonable workload committee for consideration and recommendation to management. If the matter cannot be resolved by this committee, the issue may be referred to a Local Health District or Statutory Health Corporation committee.
- (e) If the matter remains unresolved, it should be dealt with in accordance with Clause 13, Dispute Resolution, of this Agreement.

57 Trade Union Activities

Part A – Trade Union Activities Regarded as On-Duty

A relevant Union delegate will be released from the performance of normal duty when required to undertake any of the activities specified at (i) to (viii) below.

While undertaking such activities on a normal rostered day on duty, the relevant Union delegate will be regarded as being on duty and will not be required to apply for leave. The delegate will not be entitled to overtime at the end of the roster cycle as a consequence of undertaking these activities.

In circumstances where a relevant delegate is not rostered for duty or is on an allocated/additional day off and is not required by the employer to undertake these activities, such time will not be counted as time worked.

- (i) Attendance at meetings of the workplace's Work Health and Safety Committee and participation in all official activities relating to the functions and responsibilities of elected Work Health and Safety Committee representatives at a place of work as provided for in the relevant Work Health and Safety legislation;
- (ii) Attendance at meetings with the NIHRACS Manager;
- (iii) A reasonable period of preparation time, before:
 - (a) meetings with management;
 - (b) disciplinary or grievance meetings when a relevant Union member requires the presence of a Union delegate; and
 - (c) any other meeting with management,
by agreement with management, where operational requirements allow the taking of such time.
- (iv) Giving evidence in court on behalf of the employer;
- (v) Presenting information on the Union and the Unions' activities at induction sessions for new staff. The relevant Union shall have up to one half-hour made available for a presentation in such a program provided to employees. If such programs are provided to employees by electronic or remote means, the union's presentation and associated literature will also be included; and
- (vi) Distributing official Union publications or other authorised material at the workplace, provided that a minimum of 24 hours notice is given to the NIHRACS Manager, unless otherwise agreed between the parties. Distribution time is to be kept to a minimum and is to be undertaken at a time convenient to the workplace.

Part B – Trade Union Leave Activities

The granting of trade union leave with pay will apply to the following activities undertaken by an Association delegate, as specified below: -

- (i) annual or biennial conferences of the Union;
- (ii) meetings of the Union's Executive, or Councils;
- (iii) annual conference of Unions NSW and the Congress of the Australian Council of Trade Unions;
- (iv) attendance at meetings called by the Unions NSW involving the Union which requires attendance of a delegate;
- (v) attendance at meetings called by the NIHRACS Manager, as and when required;
- (vi) giving evidence before the Fair Work Commission as a witness for the Union;
- (vii) reasonable travelling time to and from conferences or meetings to which the provisions of Parts A - Trade Union Activities regarded as On-Duty, Part B – Trade Union Leave Activities and Part C – Trade Union Courses of this Clause apply.

Part C – Trade Union Training Courses

The following training courses will attract the grant of paid trade union leave as specified below:

- (i) accredited Work Health and Safety (WH&S) courses and any other accredited WH&S training for WH&S Committee members. The provider(s) of accredited OH&S training courses and the conditions on which paid trade union leave for such courses will be granted shall be negotiated between the NIHRACS Manager and the Association.
- (ii) courses organised and conducted by the Australian Council of Trade Unions or by the relevant Union or a training provider nominated by the relevant Union. A maximum of 12 working days in any period of 2 years applies to this training and is subject to:
 - (a) the operating requirements of the workplace permitting the grant of leave and the absence not requiring employment of relief staff;
 - (b) payment being at the base rate, i.e. excluding extraneous payments such as shift allowances/penalty rates, overtime, etc.;
 - (c) the employer not being responsible for any travelling and associated expenses incurred in attending such courses;
 - (d) attendance being confirmed in writing to the employer by the Association or a nominated training provider.”

Part D – On-Loan Arrangements

Subject to the operational requirements of the workplace, “on loan” arrangements will apply to the following activities:

- (i) meetings interstate or in NSW of a Federal nature to which the relevant Union member has been nominated or elected by the relevant Union:
 - (a) as an Executive Member; or
 - (b) a member of a Federal Council; or
 - (c) as a member of a vocational or industry committee.
- (ii) briefing counsel on behalf of the relevant Union;
- (iii) assisting the relevant Union officials with preparation of cases or any other activity outside their normal workplace at which the delegate is required to represent the interests of the Union;
- (iv) country tours undertaken by a member of the executive or Council of the relevant Union;
- (v) taking up of full time duties with the relevant Union (excluding Elected Office);
- (vi) the following financial arrangements apply to the occasions when a staff member is placed “on loan” to the Association:
 - (a) the employer will continue to pay the delegate or an authorised Association representative whose services are “on loan” to the Association;
 - (b) the employer will seek reimbursement from the Association at regular intervals of all salary and associated on costs, including superannuation;
 - (c) agreement with the Association on the financial arrangements, including agreement on leave matters, must be reached before the on loan arrangement commences and must

be documented in a manner negotiated between the NIHRACS Manager and the relevant Union.

- (vii) "On loan" arrangements negotiated in terms of this clause are to be regarded as service for the accrual of all leave, for incremental progression and for continuity of employment purposes.
- (viii) On loan arrangements may apply to full-time or part-time staff and are to be kept to the minimum time required. Where the relevant Union needs to extend an on loan arrangement, the relevant Union shall approach the NIHRACS Manager in writing for an extension of time well in advance of the expiration of the current period of on loan arrangement.
- (ix) Where the NIHRACS Manager and the relevant Union cannot agree on the on loan arrangement, the matter is to be referred to the Director-General of Health for determination after consultation with the NIHRACS Manager and the relevant Union.

Part E – Period of Notice for Trade Union Activities

The NIHRACS Manager must be notified in writing by the relevant Union or, where appropriate, by the accredited delegate as soon as the date and/or time of the meeting, conference or other accredited activity is known.

Part F – Access to Facilities by Trade Union Delegates

The workplace shall provide accredited delegates with reasonable access to the following facilities for authorised Association activities:

- (i) telephone, facsimile and, where available, email facilities;
- (ii) a notice board for material authorised by the relevant Union or access to staff notice boards for material authorised by the relevant Union;
- (iii) workplace conference or meeting facilities, where available, for meetings with member(s), as negotiated between local management and the relevant Union."

Part G – Responsibilities of the Trade Union Delegate

Responsibilities of the delegate are to:

- (i) establish accreditation as a delegate with the relevant Union and provide proof of accreditation to the workplace;
- (ii) participate in the workplace consultative processes, as appropriate;
- (iii) follow the dispute settling procedure applicable in the workplace;
- (iv) provide sufficient notice to the immediate supervisor of any proposed absence on authorised Association business;
- (v) account for all time spent on authorised Union business;
- (vi) when trade union leave is required, to apply for that leave in advance;
- (vii) distribute Union literature/membership forms, under local arrangements negotiated between the NIHRACS Manager and the relevant Union; and
- (viii) use any facilities provided by the workplace properly and reasonably as negotiated at organisational level."

Part H – Responsibilities of the Trade Union

Responsibilities of the relevant Union in respect of trade union activities are to:

- (i) provide written advice to the NIHRACS Manager about a relevant Union activity to be undertaken by an accredited delegate and, if requested, to provide written confirmation to the workplace management of the delegate's attendance/participation in the activity;
- (ii) meet travelling, accommodation and any other costs incurred by the accredited delegate, except as provided in subclause (iii) of Part I, Responsibilities of Workplace Management;
- (iii) pay promptly any monies owing to the workplace under a negotiated "on loan" arrangement;
- (iv) provide proof of identity when visiting a workplace in an official capacity, if requested to do so by management;
- (v) apply to the NIHRACS Manager well in advance of any proposed extension to the "on loan" arrangement;
- (vi) assist the workplace management in ensuring that time taken by the relevant Union delegate is accounted for and any facilities provided by the employer are used reasonably and properly; and
- (vii) advise employer of any leave taken by the relevant Union delegate during the on loan arrangement.

Part I – Responsibilities of Workplace Management

Where time is required for the-relevant Union activities in accordance with this Agreement the responsibilities of the workplace management are to:

- (i) release the accredited delegate from duty for the duration of the relevant Union activity, as appropriate, and, where necessary, to allow for sufficient travelling time during the ordinary working hours;
- (ii) advise the workplace delegate of the date of the next induction session for new staff members in sufficient time to enable the relevant Union to arrange representation at the session;
- (iii) meet the travel and/or accommodation costs properly and reasonably incurred in respect of meetings called by the workplace management;
- (iv) where possible, to provide relief in the position occupied by the delegate in the workplace, while the delegate is undertaking relevant Union responsibilities to assist with the business of workplace management;
- (v) re-credit any other leave applied for on the day to which trade union leave or release from duty subsequently applies. This does not apply where the delegate is rostered off duty on the day she/he is required to perform relevant Union activities or on an allocated/additional day off duty;
- (vi) to continue to pay salary during an "on loan" arrangement negotiated with the relevant Union and to obtain reimbursement of salary and on-costs from the relevant Union at regular intervals, or as otherwise agreed between the parties if long term arrangements apply;
- (vii) to verify with the relevant Union the time spent by a Union delegate or delegates on Union business, if required; and
- (viii) if the time and/or the facilities allowed for relevant Union activities are thought to be used unreasonably and/or improperly, to consult with the relevant Union before taking any remedial action.

Part J – Travelling and Other Cost of Trade Union Delegates

- (i) Except as specified in subclause (iii) of Part I, Responsibilities of Workplace Management, travel and other costs incurred by accredited relevant Union delegates in the course of Union activities will be paid by the relevant Union.
- (ii) In respect of meetings called by the workplace management in terms of subclause (iii) of Part I, Responsibilities of Workplace Management, the payment of travel and/or accommodation costs, properly and reasonably incurred, is to be made, as appropriate, on the same conditions as apply under Clause 34, Mobility, Excess Fares and Travelling of this Agreement.
- (iii) No overtime, leave in lieu, shift penalties or any other additional costs will be claimable by a staff member from the employer, in respect of the relevant Union activities covered by paid trade union leave or trade union “on duty” activities provided for in this Agreement.
- (iv) The “on loan” arrangements shall apply strictly as negotiated and no extra claims in respect of the period of on loan shall be made on the employer by the relevant Union or the employee.

58 Learning and Development

(i) General

- (a) Employees must complete any training required by the NIHRACS Manager or an authorised delegate.
- (b) Training will be conducted during work time and will be paid at applicable rates.
- (c) The learning and development requirements for specific classifications or occupational streams will be detailed in the Appendix to this Agreement relevant to the classification or occupational stream.
- (d) **Learning and Development Leave** includes leave granted to undertake tertiary studies at an accredited education institution and includes leave for examinations, or leave granted to attend external activities, such as conferences, seminars and short courses. Employees may also attend lectures, tutorials, conferences or seminars on days they are not rostered for duty, for which no payment is made.

Leave is not required for the following types of employer-supported learning activities that are undertaken by employees on a routine basis, and at which employees are considered to be ‘on duty’:

- in-house courses or activities
- mandatory training and education

Educational institutions are those accredited to provide undergraduate and/or postgraduate tertiary studies that culminate in a recognised academic and/or professional qualification including a degree, diploma or certificate

- (e) Learning and development is a shared responsibility between the organisation and the individual. Employees should be prepared to pursue their own development and the organisation should promote an environment that supports individual initiative.
- (f) The NIHRACS Manager is responsible for setting policy direction to ensure that all employees receive appropriate learning opportunities.
- (g) The NIHRACS Manager is responsible and accountable for ensuring that employees receive appropriate learning opportunities in line with the present and future needs of

NIHRACS. The NIHRACS Manager is also responsible for allocating an appropriate budget for learning activities, which may include replacement costs for rostered staff who are on leave to attend an approved workshop, conference or tertiary studies.

- (h) Managers and supervisors are responsible and accountable for promoting and supporting learning activities for staff in their area of responsibility. Managers and supervisors are also responsible for arranging replacement staff, when necessary, for employees who may be attending learning activities. Managers and supervisors must advise all employees of the protocol for review procedures relating to non-approval of Learning and Development Leave.
- (i) Nurses wishing to attend a part time postgraduate course of study who are working shiftwork are to be given priority in being released from rostered shifts to attend lectures/tutorials where there are no alternative and feasible attendance options. Replacement of staff should be provided where appropriate. This applies only to further studies that lead to a recognised clinical qualification.
- (j) Employees are responsible for meeting all fees/costs associated with tertiary studies and fees associated with other educational activities unless the employer offers scholarships or other forms of financial assistance.

(ii) **Eligibility**

- (a) Access to Learning and Development Leave is at the discretion of NIHRACS. It should be made available to all eligible employees within NIHRACS to promote the development of a highly trained, skilled and versatile workforce which is responsive to the requirements of government and service delivery.
- (b) Permanent staff who are full time or part time, and full time temporary employees are eligible to apply for leave. Part time temporary employees and permanent part time employees are granted leave on a pro-rata basis. Casual staff are not eligible for this form of leave.

(iii) **Types and amount of leave**

(a) **Seminars, conferences and short courses**

- (1) The approval of leave and/or financial assistance for attendance at seminars, conferences or short courses should be considered in light of NIHRACS' strategic plan. Employees may be granted Learning and Development Leave, or may be considered on duty depending on the priority for this activity in the light of this plan.
- (2) The amount of leave is at the discretion of NIHRACS. Decisions in relation to financial assistance should be made in the context of the budget and the expected benefits to NIHRACS.

(b) **Tertiary Study**

- (1) When developing local learning and Development Leave policy for tertiary study the NIHRACS Manager will need to advise employees of local approval arrangements.
- (2) Leave is not to be approved for failed or repeated subjects.

(c) **Face to face**

- (1) The amount of leave granted is at the discretion of the Health Service. As a guide, in respect of attendance at an educational institution, employees may be granted

50% of compulsory attendance times up to four hours per week per semester or term.

- (2) The amount of leave to attend examinations should be based on the specific requirements of the individual course. An employee's request not to be rostered to work night shift on the day prior to a scheduled morning examination should, wherever practicable, be agreed to by NIHRACS.

(d) **Distance Education**

An equivalent amount of Learning and Development Leave to that available for face to face study is to be granted to employees undertaking distance education.

(e) **Accrual of leave**

Learning and Development Leave associated with tertiary studies may be accrued up to a maximum of 5 days per semester or term, and may be accrued until the last examination of the semester, or the last attendance day of the semester if there is no final examination.

(f) **Residential**

The amount of leave to attend a compulsory residential program should be based on the specific requirements of the course and should be negotiated at the time of application for Learning and Development Leave.

(g) **Thesis/Research or combination Thesis/Research/Coursework**

Periods of leave may also be granted to employees undertaking higher degrees by thesis, research, coursework, or a combination of same. The amount of leave will be based on four hours per week for each academic year of study. Rather than being taken on a week to week basis the leave is available over the course of study. For example, if the higher degree takes 1 academic year and an academic year is 30 weeks the entitlement for leave would be calculated as 30 weeks x four hours = 120 hours available over the year. If the higher degree takes two years, the amount would be 240 hours. All hours are available over the length of the course and may be taken in amounts mutually agreeable between the employee and NIHRACS.

(iv) **Payment for Leave**

Leave approved pursuant to this clause will be paid at the employee's ordinary rate of salary and excluding penalty rates.

(v) **Study Time – Non-nursing staff**

- (a) Eligibility - Study time may be granted by the employer to full-time employees undertaking part-time courses of study, in disciplines appropriate to health services, for which approval to enrol has been given by the employer.

Employees proposing to embark upon a course of study for which the employer's support is sought should consider the extent to which their own time will need to be applied to study, and whether they are prepared and able to firmly commit that time for the duration of the course. They should also consider whether the content of the course is appropriate to his/her employment situation, either present or contemplated, and whether attainment of the qualification will be of benefit to them in their work.

Having decided to undertake the course they should discuss the proposal with the employer and secure approval before making any final arrangements for enrolment or registering for the course.

The employer is required to examine the appropriateness of the course considered by any full-time employee, and be satisfied that it will better qualify the employee for service within NIHRACS, before giving the approval and committing the employer to support in the form of study time. The employer should, too, ensure that such study time will not interfere with the maintenance of NIHRAC's essential service, nor require the employment of additional staff.

Study time and/or paid time off for course work will only be granted in respect of one course at any one time. An employee who is undertaking two or more courses concurrently will not in any circumstances be granted paid study time for more than one.

- (b) Financial Assistance - It is to be noted that employees who undertake courses associated with part-time and external studies are not entitled to any financial assistance regarding reimbursement of fees, travelling, etc.
- (c) Extent of Entitlement - For face-to-face studies in courses conducted by universities, or technical and further education colleges, employees are eligible for a maximum of four hours' paid study leave per week to attend lectures held in working hours, and for necessary travelling time involved. Any absence from duty in excess of this limit is to be made up.

Where lectures are held outside working hours or during a combination of working and non-working hours an employee may be granted paid study time on the basis of one half-hour for each hour of compulsory attendance at after-hours lectures. Travel time necessary to attend lectures may also be granted, but the aggregate of paid time off under this provision is not to exceed four hours per week. Any absence from duty in excess of this limit is to be made up.

For employees undertaking an approved course by correspondence, or as "external students", study time may be granted on the basis of one quarter hour for each hour of lecture time in the face-to-face course, to a maximum of four hours per week.

However, where external students are required to compulsorily attend a residential school or practical session, they will be granted leave on the basis of five days per subject per year, or 2 ½ days per subject per semester; this leave will be in substitution for, and not additional to, study time which might otherwise have been granted on a weekly basis. Any extra time involved is to be debited against the employee's accrued annual leave or taken as leave without pay.

It should be noted that study time may be granted, and taken, only once in respect of any course subject. Any student, therefore, who fails to pass in a subject at the first attempt, and is required to repeat that subject, shall not be eligible for paid study time in respect of that repeat.

This applies even though the repeat involved attendance at lectures in working hours (in which case all time off for repeat studies must be made up) or compulsory attendance at a residential school (in which case the time off must all be made up, taken as leave without pay or annual leave).

However, a student who is taking a combination of new and repeated subjects in any semester or course year is eligible for study time in respect of the new subject/s. Study time shall not be granted or taken during course vacations.

A student in a course which involves compulsory attendance at a field day or days may be granted study time to attend; leave for this purpose is limited to seven hours on any one day, and where a field day occurs on a non-working day no time-off in lieu is to be allowed. Where the aggregate time off for course purposes exceeds four hours in any one week, the excess is required to be made up; however, reference should be made to subclause (iv) of this clause for certain conditions relating to the making-up of time off for study purposes.

The employer must satisfy themselves that applicants for study time are required to attend lectures, field days or residential schools at the times stated in their applications.

Entitlements for employees undertaking higher degree studies differ from those dealt with above; these are as set out in subclause (vii) of this clause.

- (d) Making Up of Time - Employees who are absent from duty for more than the maximum four hours in any week are required to make up the excess time off.

However, the maximum excess time off taken in any one week which is required to be made up is five hours; where the excess time off necessarily taken by an employee for course purposes exceeds nine hours per week the hours over nine hours are abandoned.

59 Career Break Scheme

- (i) The career break scheme allows employees to defer twenty percent of their salary for four years, and be paid this deferred salary in the fifth year.
- (ii) Employees who apply and are approved to participate in the career break scheme will receive 100% of their normal salary for the first four years with a deduction equivalent to 20% of net salary (gross less tax). The 20% of net salary is deposited into a trust account in the employee's name each pay period for payment in the fifth year (the deferred salary leave year) and subject to applicable taxation as required by law.
- (iii) All full time and permanent part time employees are eligible to participate in the career break scheme. Casual and temporary employees are excluded from participation in career break scheme. If a permanent employee is placed into another position by way of temporary engagement or secondment during the four years when salary is being deferred, this will not of itself affect their continued participation in the career break scheme.
- (iv) The NIHRACS Manager will call for expressions of interest from employees seeking to participate in the career break scheme once each calendar year. The timing of the invitation of applications is to be determined by NIHRACS.
- (v) The NIHRACS Manager will determine the number of employees that may participate in the career break scheme having regard to service delivery and staffing levels and reserves the right to approve or not approve requests after considering workforce needs. This will be done in consultation with employees. The NIHRACS Manager will not unreasonably refuse any application by an employee to participate in the career break scheme.
- (vi) NIHRACS will adjust the participant's employer contributions for the full five-year period to the rate appropriate to the amount of salary that the employee is actually paid in each of the

- five years (i.e. the participant's employer contributions for each of the five years will be calculated on 80% of the employee's salary).
- (vii) Employees will continue to pay all personal employee superannuation contributions whilst participating in the career break scheme. The amount of such employee contributions is determined by the superannuation scheme/fund to which the employee is contributing and personal contributions during the deferred salary leave year are payable at the rate applicable to the employee's full salary.
 - (viii) In the deferred salary leave year, payroll deductions will not be available.
 - (ix) The five years of the career break scheme will count as service for the accrual of long service leave, sick leave, annual leave, salary increments and other statutory entitlements. Any leave without pay taken by an employee whilst participating in the career break scheme will not count for the purpose of accrual of any leave. For the purpose of determining the leave accrued in the fifth year of the career break scheme (i.e. the deferred salary leave year) for permanent part-time employees, the average of all hours worked (excluding overtime) in the first four years of the career break scheme and including paid leave taken will be used for the basis of making this calculation.
 - (x) If any leave without pay is taken by an employee during the first four years of the career break scheme, the commencement of the deferred salary leave year will be postponed by the time the employee was absent from duty i.e. by the number of days leave without pay taken by the employee.
 - (xi) Employees are entitled to take paid leave during the first four years of the career break scheme, subject to normal approval processes at the public health organisation. Whilst on any paid leave the employee will be paid in accordance with subclause (ii) of this Clause.
 - (xii) Employees are not entitled to take any form of leave during the deferred salary leave year, with the exception of Maternity and Adoption leave. In respect to Maternity or Adoption leave, if the deferred salary year has not yet commenced, the employee may elect to postpone the deferred salary leave year until after the completion of such leave (up to 52 weeks). If the employee elects not to postpone the deferred salary leave year, they are entitled to a lump sum payment of their normal salary for the period of paid maternity/adoption leave. The paid maternity/adoption leave does not extend the deferred salary leave year.
 - (xiii) There will be no access to the deferred salary until the fifth year unless the employee chooses to withdraw from the career break scheme.
 - (xiv) An employee may elect to withdraw from the career break scheme at any time by giving reasonable notice to the employer, and will be paid all monies in the trust account.
 - (xv) It is the responsibility of the employee participating in the career break scheme to declare the interest earned on the deferred salary to the Taxation Office. Normal government statutory charges attributed to an individual's deferred salary account will be paid by the employee.
 - (xvi) Subject to approval by the employer an employee may undertake outside employment in the deferred salary leave year. During the deferred salary leave year, employees are not permitted to undertake work in a position which is substantially similar to the position from which the career break leave is taken.
 - (xvii) Upon return to work after the deferred salary leave year an employee will resume employment in their substantive public health system entity position at the conclusion of

their participation in the career break scheme, being the anniversary date of commencing the deferred salary leave year.



- (xviii) Employees are advised to seek independent financial advice about participating in the career break scheme and the effect on superannuation. Comprehensive details regarding the operation of the career break will be recorded in a written agreement between the employee and the employer, to be signed prior to the commencement of the five-year period.

60 Occupational Health and Safety for Employees of Contractors and Labour Hire Businesses

- (i) For the purposes of this subclause, the following definitions shall apply:
- (a) A “labour hire business” is a business (whether an organisation, business enterprise, company, partnership, co-operative, sole trader, family trust or unit trust, corporation and/or person) which has as its business function, or one of its business functions, to supply staff employed or engaged by it to another employer for the purpose of such staff performing work or services for that other employer.
 - (b) A “contract business” is a business (whether an organisation, business enterprise, company, partnership, co-operative, sole trader, family trust or unit trust, corporation and/or person) which is contracted by another employer to provide a specified service or services or to produce a specific outcome or result for that other employer which might otherwise have been carried out by that other employer’s own employees.
- (ii) Where NIHRACS engages a labour hire business and/or a contract business to perform work wholly or partially on the employer’s premises shall do the following (either directly, or through the agency of the labour hire or contract business):
- (a) consult with employees of the labour hire business and/or contract business regarding the workplace occupational health and safety consultative arrangements;
 - (b) provide employees of the labour hire business and/or contract business with appropriate occupational health and safety induction training including the appropriate training required for such employees to perform their jobs safely;
 - (c) provide employees of the labour hire business and/or contract business with appropriate personal protective equipment and/or clothing and all safe work method statements that they would otherwise supply to their own employees; and
 - (d) ensure employees of the labour hire business and/or contract business are made aware of any risks identified in the workplace and the procedures to control those risks.
- (iii) Nothing in this Clause is intended to affect or detract from any obligation or responsibility upon a labour hire business arising under relevant workers compensation legislation.
- (iv) Disputes regarding the application of this clause. Where a dispute arises as to the application or implementation of this clause, the matter shall be dealt with pursuant to the disputes settlement procedure of this Agreement.
- (v) This Clause has no application in respect of organisations which are properly registered as Group Training Organisations under relevant Apprenticeship and Traineeship legislation and are deemed by the relevant Training Authority to comply with the national standards for Group Training Organisations established by the ANTA Ministerial Council.

61 Signatories

Signed for and behalf of Norfolk Island Health and Residential Aged Care Services (NIHRACS):

Name (print): **PETER LIVINGSTONE BELL**
Position: **BARGAINING REPRESENTATIVE**
Authority to Sign Agreement: **BARGAINING REPRESENTATIVE APPOINTED BY THE EMPLOYER**
Address: **PO Box 70, TYRMOUNT, 2009**
Signature: 
Witness (print): **ENRIQUETA ROMERO**
Signature: 
Date: **2 January 2018**

Signed for and behalf of the New South Wales Nurses' and Midwives' Association (NSWNMA) and the Australian Nursing and Midwifery Federation New South Wales Branch (ANMF NSW Branch):

Name (print):
Position:
Authority to Sign Agreement:
Address: 55 O'Dea Avenue WATERLOO NSW 2017
Signature:
Witness (print):
Signature:
Date:

Signed for and behalf of Health Services Union (HSU):


Name (print):
Position:
Authority to Sign Agreement:
Address: Level 2, 109 Pitt Street SYDNEY NSW 2000
Signature:
Witness (print):
Signature:
Date:

Signed for and on behalf of the HSU New South Wales, as a bargaining representative, by its duly authorised officer:



.....

Gerard Hayes
Secretary, HSU New South Wales Branch
Level 2, 109 Pitt Street
SYDNEY NSW 2000



WITNESS

Toby Warnes
Solicitor
Level 2, 109 Pitt Street
SYDNEY NSW 2000

Authority to sign Agreement on behalf of employees is in accordance with Rule 40 of the Rules of the Health Services Union.

Appendix 1 – Nurses’ and Midwives’ Classifications, Rates of Pay and Allowances

1. Definitions

Definitions relevant to Nursing and Midwifery classifications are also included in Clause 5, Definitions, of this Agreement.

Unless the context otherwise indicates or requires, the several expressions hereunder defined shall have the respective meanings assigned to them:

ADA means the adjusted daily average of occupied beds, calculated in accordance with the following formula:

$$ADA = \text{Daily Average} + \text{Neo-natal Adjustment} + \text{Non-inpatient Adjustment}$$

Where:

Daily Average =	$\frac{\text{Total Occupied Bed Days for the Period Less Unqualified Baby Bed Days}}{\text{Number of Days in the Period}}$
Neo-natal Adjustment =	$\frac{\text{Total Bed Days of Unqualified Babies for the Period}}{2 \times \text{Number of Days in the Period}}$
Non-inpatient =	$\frac{\text{Total NIOOS Equivalentents for the Period}}{10 \times \text{Number of Days in the Period}}$

Note: Total NIOOS Equivalentents for the Period equals the individual NIOOS plus the equivalent number of Group NIOOS (Non-inpatient Group Sessions * 1.3) plus the equivalent number of Dental NIOOS (Non-inpatient Dental Flow * 3.8).

Area Manager, Nurse/Midwife Education - refer to Schedule A, Nurse/Midwife Managers of this Appendix.

Assistant in Nursing/Midwifery means a person, other than a Registered Nurse, Enrolled Nurse or Enrolled Nurse without medication qualification who is employed in nursing/midwifery duties in NIHRACS.

Assistant Director of Nursing/Midwifery - refer to Schedule A, Nurse/Midwife Managers of this Appendix.

Association Delegate - delegate means a trade union delegate accredited by the Association including but not limited to a Branch Official, Councillor or workplace representative of the Association.

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

Clinical Nurse Educator/Clinical Midwife Educator means a Registered Nurse/ Midwife appointed to a position classified as such and who holds relevant clinical or education post registration qualifications or such education and clinical experience deemed appropriate by NIHRACS.

The Clinical Nurse Educator/Clinical Midwife Educator is required to deliver and evaluate clinical education programs at the ward/unit level.

The Clinical Nurse Educator/Clinical Midwife Educator shall provide for the delivery of clinical nurse/midwife education in the ward/unit level, and performs the following functions at that level:

- Delivers competent nursing education in the ward/unit;
- Contributes to the development of colleagues;
- Supports less experienced staff and acts as preceptor for new staff;
- Acts as the preceptor in orientations to the ward/unit;
- Provides day to day clinical education support in the ward/unit;
- Provides one on one informal education;
- Provides support for skill development in clinical procedures;
- Provides support for professional development;
- Provides support for clinical policy development;
- Provides a ward/unit based in-service program.

The provision of direct clinical care by Clinical Nurse Educator/Clinical Midwife Educator should be for the purpose of providing clinical education to other employees. Direct clinical care shall be limited to emergency circumstances only.

Incremental progression to the 2nd year and thereafter rate shall be upon completion of 12 months' satisfactory full-time service.

Clinical Nurse Specialist/Clinical Midwife Specialist Grade 1 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.

A Clinical Nurse Specialist/Clinical Midwife Specialist Grade 1 shall satisfy the following minimum criteria:

- 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.
- A Clinical Nurse Specialist/Clinical Midwife Specialist Grade 1 is distinguished from an 8th Year Registered Nurse/Midwife by being required to satisfy the following criteria:
 - (a) actively contributes to the development of clinical practice in the ward/unit/service;
 - (b) acts as a resource and mentor to others in relation to clinical practice; and
 - (c) actively contributes to their own professional development.

Clinical Nurse Specialist/Clinical Midwife Specialist Grade 1 is a personal grading.

Clinical Nurse Specialist/Clinical Midwife Specialist Grade 2 means: a Registered Nurse/Midwife appointed to a position classified as such with relevant post-registration qualifications and at least 3 years' experience working in the clinical area of their specified post-graduate qualification.

The Clinical Nurse Specialist/Clinical Midwife Specialist Grade 2 classification encompasses the Clinical Nurse Specialist/Clinical Midwife Specialist Grade 1 role criteria and is distinguished from a Clinical Nurse Specialist/Clinical Midwife Specialist Grade 1 by the following additional role characteristics:

- Exercises extended autonomy of decision making;
- Exercises professional knowledge and judgement in providing complex care requiring advanced clinical skills and undertakes one of the following roles:
 - (i) leadership in the development of nursing specialty clinical practice and service delivery in the ward/unit/service; or
 - (ii) specialist clinical practice across a small or medium sized health facility/sector/service; or
 - (iii) primary case management of a complete episode of care; or
 - (iv) primary case management of a continuum of specialty care involving both inpatient and community based services; or
 - (iv) an authorised extended role within the scope of Registered Nurse/Midwifery practice.

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).

Clinical Nurse Consultant/Clinical Midwife Consultant Grade 1 means: a Registered Nurse/Midwife appointed as such to a position approved by the employer, who has at least 5 years' full time equivalent post registration experience and in addition who has approved post registration nursing/midwifery qualifications relevant to the field in which the Employee is appointed, or such other qualifications or experience deemed appropriate by the Employer.

Clinical Nurse Consultant/Clinical Midwife Consultant Grade 2 means: a Registered Nurse/Midwife appointed as such to a position approved by the employer, who has at least 5 years' full time equivalent post registration experience, with at least 3 years' full time equivalent experience in the specialty field. In addition, the employee must have approved postgraduate nursing/midwifery qualifications relevant to the field in which the employee is appointed or such other qualifications or experience deemed appropriate by the employer. An employer may also require a higher qualification in the specialist nursing field where such a qualification is considered essential for the performance of the individual position.

Clinical Nurse Consultant/Clinical Midwife Consultant Grade 3 means: a Registered Nurse/Midwife appointed as such to a position approved by the employer, who has at least 7 years' full time equivalent post registration experience, with at least 5 years' full time equivalent experience in the specialty field. In addition, the employee must have approved postgraduate nursing/midwifery qualifications relevant to the field in which the employee is appointed or such other qualifications or experience deemed appropriate by the employer. An employer may also require a higher qualification in the specialist nursing field where such a qualification is considered essential for the performance of the individual position.

Deputy Director of Nursing - refer to Schedule A, Nurse/Midwife Managers of this Appendix.

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 registered by the Board as an enrolled nurse.

Enrolled Nurse without medication qualification - Special Grade means an Enrolled Nurse without medication qualification, with an Advanced Certificate qualification and a minimum of six years’ full time equivalent post enrolment experience, including three years’ full time equivalent experience in the relevant clinical area. Such a nurse is appointed to a position established by a public hospital or public health organisation which satisfies the criteria as agreed between the Association and the Ministry from time to time.

Enrolled Nurse - Special Grade means an Enrolled Nurse with an Advanced Certificate qualification and a minimum of six years’ full time equivalent post enrolment experience, including three years’ full time equivalent experience in the relevant clinical area. Such a nurse is appointed to a position established by a public hospital or public health organisation which satisfies the criteria as agreed between the Association and the Ministry from time to time.

Experience in relation to an Assistant in Nursing, means experience both before and/or after the commencement of this Agreement, whether within New South Wales or Norfolk Island or elsewhere and, in the case of an Enrolled nurse, an Enrolled Nurse without medication qualification or assistant in nursing who was formerly a student nurse, includes experience as such student nurse.

Health service means any of the following:

- (a) any hospital service
- (b) any medical service
- (c) any paramedical service
- (d) any community health service,
- (e) any environmental health service,
- (f) any other service (including any service of a class or description prescribed by the Regulations of the *Health Service Act 1997* (NSW) (NI) relating to the maintenance or improvement of the health, or the restoration to health, of persons or the prevention of disease in or injury to persons.

Industry of nursing means the industry of persons engaged in Norfolk Island or New South Wales in the profession or occupation of nursing including midwifery and employed in or in connection with the New South Wales Health Service as defined in section 115 of the *Health Services Act 1997* (NSW) (NI) or its successors, assignees or transmitters.

Local Health District includes Specialist and Additional Networks and for the purpose of this Agreement means South Eastern Sydney Local Health District or any other Local Health District which is relevant to clinical operations at NIHRACS.

Manager, Nurse/Midwife Education - refer to Schedule A, Nurse/Midwife Managers of this Appendix.

Nurse Educator/Midwife Educator Grade 1 means a Registered Nurse/Midwife holding post registration nursing/midwifery clinical or education qualifications relevant to the clinical area

in which he/she is appointed; and who is appointed to a position of Nurse Educator/Midwife Educator Grade 1.

A Nurse Educator/Midwife Educator Grade 1 shall be responsible for the development and delivery of nursing education courses/programs at the public hospital, or the community based service level.

Nurse/Midwife education courses/programs shall mean courses/programs such as:

- Post-registration certificates;
- Continuing nurse/midwife education;
- Transition programs for newly registered nurses and midwives and newly enrolled nurses;
- Post-enrolment enrolled nurses' courses; and,
- General staff development courses (where applicable).

Incremental progression to the 2nd year and thereafter rate at this Grade shall be upon completion of 12 months' satisfactory full-time service.

Nurse Educator/Midwife Educator Grade 2 means a Registered Nurse/Midwife with post registration nursing/midwifery clinical or education qualifications relevant to the clinical area in which the Employee is appointed, or qualifications deemed equivalent by the employer; and who is appointed to a position of Nurse Educator/Midwife Educator Grade 2.

A Nurse Educator/Midwife Educator Grade 2 shall be responsible for one of the following:

- A nursing/midwifery education portfolio (including but not limited to a transition program, enrolled nurse or registered nurse program) across a public hospital or affiliated health organisation;
- A nursing/midwifery education program for a clinical division or divisions across a public hospital or affiliated health organisation; or
- A nursing/midwifery education program for a community based health service such as community health or mental health services.

Incremental progression to the 2nd year and thereafter rate at this Grade shall be upon completion of 12 months' satisfactory full-time service.

Nurse Educator/Midwife Educator Grade 3 means a Registered Nurse/Midwife holding post registration nursing/midwifery clinical or education qualifications relevant to the clinical area or areas in which the Employee is appointed, or qualifications deemed equivalent by the employer; and who is appointed to a position of Nurse Educator/Midwife Educator Grade 3.

A Nurse Educator/Midwife Educator Grade 3 shall be responsible for one of the following:

- A comprehensive nursing/midwifery education program across a Local Health District, a sector of a Local Health District or in a tertiary referral public hospital or affiliated health organisation; or
- The nurse education service of a public hospital or affiliated health organisation (excluding a tertiary referral hospital), group of hospitals or health facility.

Incremental progression to the 2nd year and thereafter rate at this Grade shall be upon completion of 12 months' satisfactory full-time service.

Nurse/Midwife Manager means any employee who is allocated to a nurse manager grade in accordance with Clause 5 Grading of Nurse/Manager Positions of this Appendix.

Nurse/Midwife Practitioner means a registered nurse/midwife appointed as such to a position approved by the Director General and who is endorsed by the Board, to practise as a nurse/midwife practitioner.

Nurse/Midwife Practitioner Year 3 and Thereafter means a registered nurse/midwife appointed as such to a position approved by the Director-General and who is endorsed by the Board to practise as a Nurse/Midwife Practitioner; and who is working within approved clinical guidelines pursuant to relevant legislation.

Provided that a Nurse/Midwife Practitioner shall not progress or be appointed to Nurse/Midwife Practitioner Year 3 until completion of twelve months' service at the Year 2 rate, and to the Thereafter rate until completion of twelve months' service at the Year 3 rate. Accordingly, a Nurse/Midwife Practitioner cannot be appointed directly to Nurse/Midwife Practitioner Year 3 and Thereafter."

Nursing/Midwifery Unit Manager means a registered nurse in charge of a ward or unit or group of wards or units in a public hospital or health service or public health organisation and shall include:

"Nursing/Midwifery Unit Manager Level 1", whose responsibilities include:

(a) **Coordination of Patient Services** -

- liaison with all health care disciplines for the provision of services to meet patient needs;
- the orchestration of services to meet patient needs after discharge;
- monitoring catering and transport services.

(b) **Unit Management** -

- implementation of hospital/health service policy;
- dissemination of information to all personnel;
- ensuring environmental safety;
- monitoring the use and maintenance of equipment;
- monitoring the supply and use of stock and supplies;
- monitoring cleaning services.

(c) **Nursing Staff Management** -

- direction, co-ordination and supervision of nursing activities;
- training, appraisal and counselling of nursing staff;
- rostering and/or allocation of nursing staff;
- development and/or implementation of new nursing practice according to patient need.

"Nursing/Midwifery Unit Manager Level 2", whose responsibilities in relation to patient services, ward or unit management and staff management are in excess of those of a Nursing/Midwifery Unit Manager Level 1.

“Nursing/Midwifery Unit Manager Level 3” whose responsibilities in relation to patient services, ward or unit management and staff management are in excess of those of a Nursing/Midwifery Unit Manager Level 2.

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

Senior Nurse/Midwife Educator - refer to Schedule A, Nurse/Midwife Managers of this Appendix.

Service for the purpose of Clause 22 Salaries and Salary Adjustment of this Agreement means service before or after the commencement of this Agreement within New South Wales or Norfolk Island or elsewhere in Australia as a Registered Nurse and or Registered Midwife, provided that all service recognised prior to the commencement of this Agreement shall continue to be recognised.

To the foregoing shall be added any actual periods on and from 1 January 1971 during which a nurse undertook a post basic course whilst an employee of and rendering service in an institution or hospital and such course is recognised by the Board or acceptable to the Ministry, or one of the following certificate or diploma courses: -

- Associate Diploma in Community Health - College of Nursing, Australia; N.S.W. College of Nursing;
- Associate Diploma in Nursing Administration - College of Nursing, Australia; N.S.W. College of Nursing;
- Associate Diploma in Nursing Education - College of Nursing, Australia; N.S.W. College of Nursing, Newcastle College of Advanced Education;
- Certificate in Operating Theatre Management - N.S.W. College of Nursing;
- Certificate in Operating Theatre Technique - College of Nursing, Australia;
- Certificate in Coronary Care - N.S.W. College of Nursing;
- Certificate in Orthopaedic Nursing - N.S.W. College of Nursing;
- Certificate in Ward Management - N.S.W. College of Nursing;
- Midwife Tutor Diploma - College of Nursing, Australia, or Central Midwives Board, London;
- Occupational Health Nursing Certificate - N.S.W. College of Nursing;

provided that no more than three such courses shall count as service.

A reference to the New South Wales College of Nursing in this Appendix shall be deemed to be a reference also to the School of Nursing Studies, Cumberland College of Health Sciences.

2 Salaries and progression for Enrolled Nurses

- (i) An Enrolled Nurse without medication qualification or Enrolled Nurse without medication qualification - Special Grade who has the notation “does not hold a Board approved qualification in medicines administration” removed from their registration will be classified and paid as an Enrolled Nurse or Enrolled Nurse Special Grade respectively from the commencement of the first full pay period following the removal of such notation.

Provided that an Enrolled Nurse 1st year shall not progress to Enrolled Nurse 2nd year until completion of twelve months' service at the 1st year rate (or for part time employees the full time equivalent of 1,982 hours), and to the 3rd year rate until completion of twelve months' service at the 2nd year rate (or for part time employees the full time equivalent of 1,982 hours), and so on throughout the scale.

3 Special Allowances

- (i)
 - (a) A registered nurse in charge of NIHRACS during the day, evening or night in the absence of a senior nurse shall be paid, in addition to their appropriate salary, whilst so in charge, the sum as set out in Table 2 - Other Rates and Allowances, of this Appendix, per shift.
 - (b) This subclause shall not apply to registered nurses holding positions of a higher grade than that of clinical nurse specialist.
- (ii)
 - (a) An employee required by their employer to be on call otherwise than as provided in (b) and (c) hereof shall be paid the sum as set out in Table 2 - Other Rates and Allowances, of this Appendix, for each hour or part thereof with a minimum payment of eight hours at that rate as set out in Table 2 of this Appendix.
 - (b) An employee required to be on call on rostered days off in accordance with paragraph (a) of subclause (xvii) of Clause 17, Hours of Work and Free Time of Employees Other Than Directors of Nursing and Area Managers, Nurse Education, shall be paid the sum as set out in Table 2 - Other Rates and Allowances, of this Appendix for each hour or part thereof with a minimum payment of eight hours at that rate as set out in the said Table 2 of this Appendix.
 - (c) An employee who is directed to remain on call during a meal break shall be paid an allowance as set out in Table 2 - Other Rates and Allowances, of this Appendix.
 - (d) Where an employee on call leaves NIHRACS and is recalled to duty, the employee shall be reimbursed all reasonable fares and expenses actually incurred provided that where an employee uses a motor car in these circumstances, the allowance payable shall be the rate prescribed from time to time in the relevant rates and allowances circular or policy for a "casual" user. The provisions of this paragraph shall apply to all employees.
 - (e) This subclause shall not apply to Nurse Managers classified at Grade 4 or above provided that the allowances prescribed in subclauses (a) and (b) of this subclause shall be paid to Nurse Managers classified at Grade 4, Grade 5 and Grade 6 when required to remain on call for the purpose of the performance of clinical duties.
- (iii)
 - (a) Where a Director of Nursing is required by NIHRACS to perform radiographic duties the DON shall be paid in addition to their appropriate salary an allowance as set out in Table 2 - Other Rates and Allowances, of this Appendix.
 - (b) The allowance prescribed by paragraph (a) of this subclause shall apply to an employee who relieves the Director of Nursing for a period of one week or more.
 - (c) An employee who is performing radiographic duties in the absence of the Director of Nursing for a period of less than one week shall be paid in addition to their appropriate salary a daily allowance as set out in Table 2 – Other Rates and Allowances, of this Appendix, provided that the maximum allowance per week payable in accordance with this paragraph shall not exceed the amount set in the said Table 2 of this Appendix.
 - (d) The allowance prescribed by this subclause shall be regarded as part of the salary for the purpose of this Agreement.
- (iv) An employee required to wear a lead apron shall be paid an allowance as set out in Table 2 - Other Rates and Allowances, of this Appendix for each hour or part thereof that the employee is required to wear the said apron. No employee shall be required to wear a lead apron for more than one hour without being allowed a paid break of 10 minutes.

- (v) A registered nurse who is designated to be in charge of a ward or unit during day, evening or night shifts, when the Nursing/Midwifery Unit Manager is not rostered for duty, shall be paid an allowance as set out in Table 2 – Other Rates and Allowances, of this Appendix per shift. Provided that the allowance shall also be paid when the Nursing/Midwifery Unit Manager is rostered on duty if the day to day clinical management role for the shift is delegated to a designated registered nurse/midwife. Provided further that the allowance shall also be paid in the absence of a Nurse/Midwife Manager in facilities where the Nurse/Midwife Manager undertakes the functions usually carried out by a Nursing/Midwifery Unit Manager.
- (vi) A registered nurse/midwife who is designated to be in-charge of a ward or unit when the Nursing/Midwifery Unit Manager is not rostered for duty and who is also designated to be in-charge of a public hospital of less than 100 beds during the day, evening or night on the same shift shall be paid an allowance as set out in Table 2 - Other Rates and Allowances, of this Appendix per shift. Provided that this allowance shall also be paid in facilities where the Nurse/Midwife Manager undertakes the functions usually carried out by a Nursing/Midwifery Unit Manager.
- (vii)
 - (a) An employee who makes their services available and participates in an approved roster to provide emergency telephone counselling outside their normal rostered ordinary hours shall receive the payments prescribed in paragraphs (b), (c) and (d) of this subclause.
 - (b) An employee rostered to be on call shall be paid the sum as set in Table 2 - Other Rates and Allowances, of this Appendix for each hour or part thereof with a minimum payment of eight hours at that rate. Provided that an employee rostered on call on rostered days off shall be paid the sum as set in Table 2 Other Rates and Allowances, of this Appendix for each hour or part thereof with a minimum payment of eight hours at that rate.
 - (c) If during such an on call period prescribed in paragraph (b) of this subclause an employee is required to provide telephone counselling to a client, such employee shall be entitled to the following payment in addition to the payment in the said paragraph (b):
 - 1. An employee on call for telephone counselling for up to 8 hours and is required to provide telephone counselling, such employee is to be paid one hour at ordinary rates (excluding penalties). If an employee receives more than one call to provide telephone counselling, no additional payment is to be made.
 - 2. An employee on call for telephone counselling for 8-16 hours and is required to provide telephone counselling, such employee is to be paid two hours at ordinary rates (excluding penalties). If an employee receives more than one call to provide telephone counselling, no additional payment is to be made.
 - 3. An employee on call for telephone counselling for 16-24 hours and is required to provide telephone counselling, such employee is to be paid three hours at ordinary rates (excluding penalties). If an employee receives more than one call to provide telephone counselling, no additional payment is to be made.
 - (d) An employee called out during the period of on call shall be entitled to the prescriptions of Clause 35, Overtime of this Agreement.
- (viii) An Enrolled Nurse or an Enrolled Nurse without medication qualification employed in the central sterile supply department of NIHRACS, in possession of a Sterilising Technology

Certificate issued by the Sterilising Research and Advisory Council of Australia shall be paid an allowance as set out in Table 2 Other Rates and Allowances, of this Appendix.

4 Continuing Education Allowance

- (i) An employee employed in the classification of Registered Nurse /Midwife (years 1 to 8), Clinical Nurse Specialist/Clinical Midwife Specialist, Nursing/Midwifery Unit Manager, Nurse/Midwife Manager Grade 1, Nurse/Midwife Manager Grade 2 or Nurse/Midwife Manager Grade 3 and above (who satisfies the employer that the employee is engaged in clinical work for more than 50% of their time) who holds a continuing education qualification in a clinical field, in addition to the qualification leading to registration, shall be paid a continuing education allowance, subject to the following conditions set out below:
 - (a) 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/midwife in the duties of the position;
 - (b) an employee holding more than one relevant qualification is only entitled to one allowance, being the allowance of the highest monetary value;
 - (c) the employee claiming entitlement to a qualification allowance must provide evidence to the employer that they hold that qualification within three months of obtaining the qualification or within three months of commencing work in the relevant specialty, unless exceptional circumstances prevent this.
- (ii) Subject to the provisions in subclause (i) of this Clause, an employee who holds a post-registration hospital certificate listed in Schedules B and/or C of this Appendix shall be paid an allowance of an amount set out in Table 2 - Other Rates and Allowances of this Appendix.
- (iii) Subject to the provisions in subclause (i) of this clause, an employee who holds a post-graduate certificate shall be paid an allowance of an amount set out in Table 2 - Other Rates and Allowances of this Appendix.
- (iv) Subject to the provisions in subclause (i) of this Clause, an employee who holds a post-graduate diploma or degree (other than an undergraduate nursing degree) shall be paid an allowance of an amount set out in the said Table 2.
- (v) Subject to the provisions in subclause (i) of this clause, an employee who holds a masters degree or doctorate shall be paid an allowance of an amount set out in the said Table 2.
- (vi) An Enrolled Nurse or an Enrolled Nurse without medication qualification, who holds a relevant Certificate IV or equivalent continuing education qualification in a clinical field, or Advanced Diploma of Nursing (Enrolled/Division 2 Nursing) in addition to the qualification leading to enrolment, shall be paid a continuing education allowance, subject to the following conditions set out below:
 - (a) 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 Enrolled Nurse or an Enrolled Nurse without medication qualification in the duties of the position;
 - (b) an employee holding more than one relevant qualification is only entitled to one allowance, being the allowance of the highest monetary value;
 - (c) the employee claiming entitlement to a qualification allowance must provide evidence to the employer that they hold that qualification within three months of obtaining the qualification or within three months of commencing work in the relevant specialty, unless exceptional circumstances prevent this.

- (vii) Subject to the provisions in subclause (vi) of this Clause, an Enrolled Nurse or an Enrolled Nurse without medication qualification who holds a Certificate 4 qualification shall be paid an allowance of an amount set out in the said Table 2.
- (viii) Subject to the provisions in subclause (vi) of this Clause, an Enrolled Nurse or an Enrolled Nurse without medication qualification who holds an Advanced Diploma of Nursing (Enrolled/Division 2 Nursing) qualification shall be paid an allowance of an amount set out in the said Table 2.
- (ix) A Clinical Nurse Educator/Clinical Midwife Educator who holds a post graduate diploma, degree, masters or doctorate in education or a clinical field in addition to the qualification leading to registration, or a Clinical Nurse Specialist/Clinical Midwife Specialist Grade 2 who holds a post graduate diploma, degree, masters or doctorate in a clinical field in addition to the qualification leading to registration, shall be paid a continuing education allowance, subject to the following conditions set out below:
 - (a) 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 registered nurse/midwife in the duties of the position;
 - (b) an employee holding more than one relevant qualification is only entitled to one allowance, being the allowance of the highest monetary value;
 - (c) the employee claiming entitlement to a qualification allowance must provide evidence to the employer that they hold that qualification within three months of obtaining the qualification or within three months of commencing work in the relevant specialty, unless exceptional circumstances prevent this.
- (x) Subject to the provisions in subclause (ix) of this Clause, a Clinical Nurse Educator/Clinical Midwife Educator who holds a post graduate diploma, degree, Masters or Doctorate in education or a clinical field, or a Clinical Nurse Specialist/Clinical Midwife Specialist Grade 2 who holds a post graduate diploma, degree, masters or doctorate in a clinical field, shall be paid an allowance of the relevant amount set out in the said Table 2.
- (xi) The above allowances are not to be included in the employee's ordinary rate of pay. The allowances are payable during periods of paid leave taken by an employee.
- (xii) The continuing education allowances shall be considered salary-related allowances for the purpose of salary and salary related allowance increases that may occur from the first full pay period commencing on or after 30 June 2009.
- (xiii) Where a dispute arises concerning the eligibility for payment of a Continuing Education Allowance, the dispute is to be resolved by the process contained in Clause 13, Dispute Resolution, of this Agreement.

5 Grading of Nurse/Midwife Manager Positions

- (i) All positions of Nurse/Midwife Manager, as defined in Clause 2, Definitions, of this Appendix shall be graded by the employer in accordance with the Work Level Statements set out in Schedule A Nurse/Midwife Managers to this Appendix.
- (ii) The employer may determine a higher grading including a multi-grade, e.g. Grade 4-5, Grade 6-7, etc., than provided for under the Work Level Statements where the requirements of the position involve a higher level of complexity and/or an extended role to that generally comprehended by the otherwise applicable Work Level Statement.

- (iii) Progression to the second salary point in each grade will occur after 12 months satisfactory service in that grade. Provided that accelerated progression within the 12-month period, or on commencement of employment, may occur where the employer is satisfied that such progression is warranted in an individual case.
- (iv) If dissatisfied with the grade as determined in any individual case, the matter should be dealt with in accordance with the dispute resolution process outlined in Clause 13, Dispute Resolution, of this Agreement.
- (v) No employee is to suffer a reduction in salary as a result of the implementation of the new structure. Where an employee would ordinarily be classified at a grade which carries a salary less than their current salary the employee shall retain their current salary, including all future increases thereto, on a strictly personal basis, while ever the employee remains in the current position.
- (vi) Employees seeking appointment to positions of Nurse Manager are generally expected to possess the core knowledge and skills appropriate to the respective grades as set out in Schedule A, Nurse/Midwife Managers, of this Appendix.

Table 1 - Salaries

From 1 July 2017, minimum salaries will be calculated per the following table and from 1 July 2018, minimum salaries will be calculated per the Public Health System Nurses and Midwives (State) Award (NSW) as in force from time to time.

Classification	FFPP 01/07/2017 Per week \$
Assistant in Nursing/Midwifery	
1st Year	841.30
2nd Year	868.20
3rd Year	895.50
4th Year and Thereafter	923.10
Enrolled Nurse without medication qualification	
1st Year	1,032.50
2nd Year	1,055.30
3rd Year	1,077.70
4th Year	1,100.60
5th Year and Thereafter	1,123.80
Special Grade	1,158.80
Enrolled Nurse	
1st Year	1,055.30
2nd Year	1,077.70
3rd Year	1,100.60
4th Year	1,123.80
5th Year and Thereafter	1,146.60
Special Grade	1,181.80
Registered Nurse/Midwife	
1st Year	1,170.80
2nd Year	1,234.40
3rd Year	1,298.10
4th Year	1,366.40
5th Year	1,434.30
6th Year	1,501.80
7th Year	1,579.00

8th Year and Thereafter	1,644.00
Clinical Nurse/Midwife Specialist	
Grade 1 - 1st Year and Thereafter	1,710.80
Grade 2 - 1st Year	1,837.80
Grade 2 - 2nd Year and Thereafter	1,898.10
Clinical Nurse/Midwife Consultant	
Appointed prior to 31.12.99	2,103.80
Grade 1 - 1st Year >31.12.99	2,056.50
Grade 1 - 2nd Year >31.12.99	2,098.50
Grade 2 - 1st Year >31.12.99	2,140.10
Grade 2 - 2nd Year >31.12.99	2,182.60
Grade 3 - 1st Year >31.12.99	2,266.40
Grade 3 - 2nd Year >31.12.99	2,308.50
Clinical Nurse/Midwife Educator	
Year 1	1,780.00
Year 2 and Thereafter	1,837.80
Nurse/Midwife Educator	
Employees on 4th Year as at 1/7/08	2,103.80
Grade 1 - 1st Year	1,999.40
Grade 1 - 2nd Year and Thereafter	2,056.50
Grade 2 - 1st Year	2,140.10
Grade 2 - 2nd Year and Thereafter	2,182.60
Grade 3 - 1st Year	2,266.40
Grade 3 - 2nd Year and Thereafter	2,308.50
Nurse/Midwife Practitioner	
1st Year	2,266.40
2nd Year	2,308.50
3rd Year	2,367.40
4th Year and Thereafter	2,426.70
Nursing/Midwifery Unit Manager	
Level 1	2,062.40
Level 2	2,160.10
Level 3	2,218.30

Nurse/Midwife Manager	
Grade 1 - 1st Year	2,056.50
Grade 1 - 2nd Year and Thereafter	2,098.50
Grade 2 - 1st Year	2,140.10
Grade 2 - 2nd Year and Thereafter	2,182.60
Grade 3 - 1st Year	2,266.40
Grade 3 - 2nd Year and Thereafter	2,308.50
Grade 4 - 1st Year	2,392.40
Grade 4 - 2nd Year and Thereafter	2,434.30
Grade 5 - 1st Year	2,517.80
Grade 5 - 2nd Year and Thereafter	2,560.30
Grade 6 - 1st Year	2,644.30
Grade 6 - 2nd Year and Thereafter	2,686.50
Grade 7 - 1st Year	2,853.80
Grade 7 - 2nd Year and Thereafter	2,896.20
Grade 8 - 1st Year	3,064.10
Grade 8 - 2nd Year and Thereafter	3,105.90
Grade 9 - 1st Year	3,273.60
Grade 9 - 2nd Year and Thereafter	3,315.80
Registered Mothercraft Nurse	
9th Year	1,395.10
The mothercraft classification applies only to persons employed in this classification as at 31 December 1988. Persons employed after that date are classified as Enrolled Nurses. As at 30 June 2015, all existing Registered Mothercraft Nurses were classified as Registered Mothercraft Nurse 9th Year.	
Registered Nurse - Pre-Registration	1,009.50

Table 2 - Other Rates and Allowances

From 1 July 2017, minimum rates and allowances will be calculated per the following table.
From 1 July 2018, minimum rates and allowances will be calculated per the Public Health System Nurses and Midwives (State) Award as in force from time to time.

Allowance	Agreement Clause Number	FFPP 1/07/2017 \$
On Call Allowance - per hour	17(xvii)(a)	3.67
On Call Allowance - minimum payment	17(xvii)(a)	29.26
On Call Allowance on RDO - per hour	17(xvii)(a)	7.31
On Call Allowance on RDO minimum payment	17(xvii)(a)	58.52
On call during meal break - per break	17(xvii)(a)	14.40
Isolation (per week)	25(iii)	9.27
Excess Fares (per day)	30(iv)(b)&(c)	5.20
Uniform and Laundry Allowance		
Uniform Allowance - per week	33(iii)(a)	7.49
Shoes Allowance - per week	33(iii)(a)	2.32
Uniform (including shoes allowance) - per week	33(iii)(a)	9.81
Cardigan or Jacket Allowance - per week	33(iii)(a)	2.25
Laundry Allowance - per week	33(iv)(a)	6.25
Deductions for the provision of Accommodation and Board		
Separate bedroom - per week	48(iii)(a)	70.09
Self-contained flat - per week	48(iii)(b)	85.40
Deduction for meals - per week	48(iv)	151.30
Breakfast - per meal	48(v)(b)	5.11
Other meals - per meal	48(v)(b)	9.32

Allowance	Appendix 1 Clause No.	FFPP 1/07/2017
In Charge		
RN in charge of hospital - per shift	3(i)(a)	\$33.48
RN in charge of ward or unit - per shift	3(v)	\$33.48
RN in charge of ward also in charge of hospital – per shift	3(vi)	\$50.20

Allowance	Appendix 1 Clause No.	FFPP 1/07/2017
On Call Allowance		
On Call Allowance - per hour	3(ii)(a) and 3(vii)(b)	3.67
On Call Allowance - minimum payment	3(ii)(a) and 3(vii)(b)	29.26
On Call Allowance on RDO - per hour	3(ii)(b)	7.31
On Call Allowance on RDO - minimum payment	3(ii)(b)	58.52
On call during meal break - per break	3(ii)(c)	14.40
Radiographic Allowance		
Director of Nursing (DON) performing radiographic duties - per week	3(iii)(a)	40.83
Employee performing radiographic duties in the absence of DON - per day	3(iii)(c)	8.17
Maximum payment - per week	3(iii)(c)	40.83
Employee wearing lead apron - per hour	3(iv)	2.03
Miscellaneous		
Sterile supply – Sterilising Technology Certificate – per week	3(viii)	15.87
Continuing Education Allowance (CEA)		
Post Registration Hospital Certificate - per week	4(ii)	39.00
Post Graduate Certificate – per week	4(iii)	39.00
Post Graduate Diploma or Degree - per week	4(iv) & (x)	58.50
Masters Degree or Doctorate - per week	4(v) & (x)	70.00
Enrolled Nurse Certificate 4 - per week	4(vii)	28.50
Enrolled Nurse Advanced Diploma of Nursing (Enrolled/Division 2 Nursing) - per week	4(viii)	35.00

-SCHEDULE A: NURSE/MIDWIFE MANAGERS

A registered nurse/midwife who:

Grade 1

- (a) participates in the management of the nursing service as the Deputy Nurse Manager in a small health facility or hospital and is responsible to an on-site Nurse Manager;
- (b) supervises the nursing services in a small health facility or hospital on evenings, nights and/or weekends (where such a position exists as a separate and substantive position).

Grade 2

- (a) supervises the nursing services in a health facility or hospital greater than 100 ADA on evenings, nights and/or weekends;
- (b) participates in the management of the nursing service of a small health facility or hospital as the Deputy Nurse Manager, and is responsible to a nurse manager who has responsibility for the management of two or more hospitals;
- (c) co-ordinates and manages a function, service or section (including a ward and/or unit or community nursing service) within a health facility or hospital.

Grade 3

- (a) co-ordinates and manages a nurse education service of a hospital or group of hospitals or health facility, supervising at least one other nurse educator (provided that the requirement to be responsible for one or more nurse educators shall not apply in the case of an employee who is regarded by his or her employer as a resource person for other nurse educators or who is a sole educator for that nurse education service);
- (b) participates in the management of nursing services as the Deputy Nurse Manager in a medium-sized health facility or hospital (other than a tertiary referral teaching hospital);
- (c) is responsible for the management of nursing services in a small health facility or hospital;
- (d) is the on-site executive officer in addition to responsibility for the management of nursing services in a facility or hospital generally not exceeding 10 ADA.
- (e) co-ordinates and manages a complex function, service or section (including a large and/or complex ward and/or unit or community nursing service) within a health facility or hospital.

Grade 4

- (a) participates in the management of nursing services as the Deputy Nurse Manager in a complex hospital (other than a tertiary referral teaching hospital);
- (b) is responsible for the overall management of nursing services across a group of small hospitals or facilities or health services;
- (c) co-ordinates and manages a hospital wide function or service in a tertiary referral teaching hospital.

Grade 5

- (a) is responsible for nursing operations in a major clinical division (for example, surgery or medicine) of a teaching hospital (other than a tertiary referral teaching hospital);
- (b) co-ordinates and manages a complex nurse education function;
- (c) is the on-site executive officer in addition to responsibility for the management of nursing services in a facility or hospital (or group) generally greater than 10 ADA and generally not exceeding 30 ADA.
- (d) is responsible for management of nursing services in a medium sized health facility or hospital.

Grade 6

- (a) is the on-site executive officer in addition to responsibility for the management of nursing services in a facility or hospital (or group) generally greater than 30 ADA and generally not exceeding 75 ADA;
- (b) is responsible for the management of nurse education in a Local Health District where the largest hospital in the District is less than 250 ADA;
- (c) participates in the management of the nursing services as the Deputy Nurse Manager in a tertiary referral teaching hospital;
- (d) is responsible for nursing operations in a major clinical division of a tertiary referral teaching hospital;
- (e) is responsible for management of nursing services in a medium sized health facility or hospital.

Grade 7

- (a) is responsible for the management of nursing services in a complex hospital;
- (b) is responsible for the management of nursing services across a group of medium-sized hospitals or facilities or health services;
- (c) is responsible for the management of nurse education in a Local Health District where the largest hospital in the District has an ADA greater than 250.

Grade 8

- (a) is responsible for the overall management of nursing services across a group of complex hospitals or facilities or health services;

Grade 9

- (a) is the Local Health District Director of Nursing Services in a rural Local Health District;
- (b) is responsible for the nursing services in a major teaching hospital providing tertiary referral services.

CORE KNOWLEDGE AND SKILLS

GROUP	Leadership	Communication	Knowledge	Performance Management	Planning	Resource Management
Grade 1	Ability to provide leadership as a resource person and role model in the clinical setting and in professional relationships and act as a mentor for less experienced staff.	Ability to represent nurses and consult with staff and other health professionals appropriately. Ability to identify to and mediate potential and actual conflict between individuals.	Ability to utilise and share knowledge and skills relating to nursing practice. Ability to contribute to and utilise research.	Ability to assess the competence of staff, and identify strengths and limitations. Ability to facilitate professional development of staff. Ability to facilitate activities which enhance the practice of staff.	Ability to set goals, formulate and implement plans to achieve identified outcomes. Ability to contribute to the implementation of organisational change.	Ability to effectively allocate and manage nursing resources and set nursing priorities.
Grade 2	Ability to lead the development of policy relating to nursing practice and provide leadership through direction and support to staff.		Ability to acquire and utilise a sound and contemporary knowledge of nursing professional and management issues.		Ability to contribute to an operational plan for the nursing service and coordinate the process of organisational change.	Ability to develop, monitor and evaluate nursing resource allocation.

Grade 3	<p>Ability to develop leadership and management potential in staff.</p> <p>Ability to identify the need for and initiate the development of policy relating to the nursing service.</p>	<p>Ability to utilise a broad range of communication skills selectively in a variety of settings.</p>	<p>Ability to facilitate the acquisition of knowledge by individuals and groups.</p>	<p>Ability to undertake planning for and monitor performance in areas of responsibility for both individuals and teams.</p> <p>Ability to undertake a range of performance management activities appropriately.</p>	<p>Ability to develop an operational plan for the nursing service.</p>	<p>Ability to develop a staffing profile appropriate to service needs.</p> <p>Ability to develop nursing service budget within prescribed parameters.</p>
Grade 4	<p>Ability to evaluate and adjust policy.</p>	<p>Ability to represent the nursing service inside and outside the organisation at a local level.</p> <p>Ability to identify and mediate potential and actual conflict between groups.</p>	<p>Ability to acquire and utilise a sound and contemporary knowledge of health management and organisational issues.</p> <p>Ability to foster quality research activities.</p>	<p>Ability to develop performance assessment indicators and skill development tools.</p>	<p>Ability to coordinate planning across a range of services.</p> <p>Ability to manage the process of organisational change, evaluate the outcome and adjust direction.</p>	<p>Ability to identify nursing and/or health service budget requirements and negotiate for funding allocation.</p>

Grade 5	Ability to develop an environment which promotes continuous improvement in practice.	Ability to manage media relations related to local issues within a policy framework. Ability to represent the organisation at a local level.	Ability to identify, evaluate and incorporate where appropriate emerging trends within the profession of nursing.	Ability to coordinate performance management activities within a range of services.	Ability to contribute to a strategic plan for the nursing service.	
Grade 6	Ability to develop a culture within the organisation which is open to critical reflection and change.			Ability to monitor and evaluate performance management across the organisation and identify opportunities to realise enhanced performance.	Ability to develop a strategic plan for the nursing service and contribute to the development of a strategic plan for the organisation.	Ability to assess nursing and/or health service resource utilisation and make recommendations.
Grade 7		Ability to represent the nursing service in a range of forums including State and National.	Ability to identify, evaluate and incorporate where appropriate emerging trends within health care.	Ability to enhance organisational performance through collaboration with other health facilities.		

Grade 8	Ability to vision and articulate the potential for the organisation.	Ability to represent the organisation at a State and National level.	Ability to identify, evaluate and incorporate where appropriate emerging trends within the broader service and business industry which have the potential to enhance nursing and/or health services.		Ability to generate and develop a strategic plan for the organisation.	
Grade 9	Ability to contribute to and influence emerging trends within nursing and health.	Ability to negotiate on behalf of the organisation.		Ability to enhance organisational performance through collaboration with other organisations both within and outside the area of health.	Ability to analyse the strategic plan of the organisation for continuing relevance and adjust direction. Ability to contribute to a strategic plan for health care in a range of forums including at a State and National level.	Ability to identify additional funding sources and negotiate funding as required.

Represents core knowledge and skills. Each grade represents a higher level of function than those beneath. An assumption is made that those at Grade 8 (for example) will already have the knowledge and skills outlined in Grades 1-7.

SCHEDULE B

1. The following qualifications shall attract the allowance set out in Clause 4 Continuing Education Allowance of this Appendix. In addition to the qualifications listed below, a qualification deemed to be equivalent by the NIHRACS Manager, or agreement between the Ministry and the Association shall attract the allowance set out in Table 2 Other Rates and Allowances in this Appendix.

Clinical Speciality	Course	Institution
Cardiology / Coronary Care	Cardio-Thoracic Diseases Nursing Certificate	Randwick Chest Hospital
		Royal North Shore Hospital
		Royal Prince Alfred Hospital
		St Vincent's Hospital, Darlinghurst
	Cardiology Nursing Certificate	Parramatta Hospitals, Westmead
	Cardio-Vascular and Respiratory Course	Royal Newcastle Hospital
	Cardiology Nursing Certificate	Parramatta Hospitals, Westmead
	Cardio-Vascular and Respiratory Course	Royal Newcastle Hospital
	Cardiac Nursing Course	Royal North Shore Hospital
		Royal Prince Alfred Hospital
		St Vincent's Hospital, Darlinghurst
		Royal Melbourne Hospital
		National Heart and Chest Hospital, London
	Coronary Care Unit Certificate	Prince Henry's Hospital Melbourne
Cardio-Thoracic Vascular Nursing Course	Green Lane Hospital, New Zealand	
Cardiothoracic Nursing Course	Freeman Hospital, Newcastle-Upon-Tyne, U.K.	
	Groby Road Hospital, Leicester, U.K.	
Community Health	Public Health Nursing Diploma	College of Nursing, Australia
	Health Visitors Certificate	The Royal Sanitary Institute, U.K.
Critical Care	Critical Care Nursing Certificate	Prince Henry, Prince of Wales Hospitals
	Emergency Nursing Course	Liverpool Hospital
	Critical Care Nursing Course	Geelong Hospital
		Waikato Hospital, New Zealand

Developmental Disability	Mental Retardation Certificate	NSW Nurses Registration Board
	Developmental Disability Certificate	
	Any Developmental disability certificate accepted for registration as a developmental disability nurse prior to 1985 by the NSW Nurses Registration Board in addition to the qualification entitling registration by the Nurses and Midwives Board.	
Geriatrics	Geriatric Certificate	NSW Nurses Registration Board
Intensive Care	Intensive Care Nursing Certificate	Royal Newcastle Hospital
		Liverpool District Hospital
		Royal Prince Alfred Hospital
		St George Hospital
		St Vincent's Hospital, Darlinghurst
		Northern Met Region, Health Dept.
		Southern Met Region, Health Dept.
		Sydney Hospital
		RGH, Concord
		Central Coast Area Health Service
		Royal Hobart Hospital
		Royal Perth Hospital
		St Vincent's, Melbourne
	Canberra Hospital	
	Intensive Care Nursing and Ward Management Diploma	College of Nursing, Australia
The Parramatta Hospitals, Westmead		
NSW College of Nursing		
Intensive Care Unit Certificate	Prince Henry's Hospital, Melbourne	
Mental Health	Psychiatric Certificate	NSW Nurses Registration Board
	Any mental health certificate accepted for registration as a mental health nurse prior to 1985 by the NSW Nurses Registration Board additional to the qualification entitling registration by the Nurses and Midwives Board.	
	Psychiatric Nursing Certificate	Metropolitan and Eastern School of Psychiatric Nursing, Victoria
Western Area College of Nursing, Ireland		

	Advanced Diploma in Nursing (Mental Health)	Christchurch Polytechnic, New Zealand
	Mentally Ill Qualification	Prestwick Hospital, Manchester, U.K.
		Southern Area Group School of Nursing, U.K.
	Mental Illness Nursing certificate	Bromley Health Authority, U.K.
Midwifery	Midwifery Certificate	NSW Nurses and Midwives Board
	Any midwifery certificate accepted for registration as a midwife by the Nurses and Midwives Board additional to the qualification entitling registration as a registered nurse.	
Neurology	Neurology and Neurosurgical Nursing Certificate	Royal Prince Alfred Hospital
		Melbourne Hospital
	Neuromedical / Neurosurgical Nursing Course	Royal North Shore Hospital
		Prince Henry / Prince of Wales Hospitals
		Westmead Hospital
	Neuro-Surgical Nursing Certificate	Royal Perth Hospital
Certificate in Neuro-Surgical and Neurological Nursing	Alkinson-Morley Hospital, London	
Occupational Health	Public Health Nursing (Occupational Health) Diploma	College of Nursing, Australia
Oncology	Oncology Certificate	Peter MacCallum Clinic, Melbourne
	Graduate certificate of Cancer Nursing	Australian College of Nursing (formerly the College of Nursing)
Operating Theatres	Operating Theatre Nursing Certificate	Westmead Hospital
		Prince Henry, Prince of Wales Hospitals
		Royal North Shore Hospital
		Royal Prince Alfred Hospital
		St Vincent's Hospital Darlinghurst
		Hunter Region, Health Dept.
		Royal Hobart Hospital
		Kent and Canterbury Hospitals, U.K.
	Operating Theatre Nursing and Management Diploma	College of Nursing Australia
	NSW College of Nursing	

	Post basic Course in Operating Room Nursing	RGH, Concord
	Graduate Certificate in Perioperative Nursing	Liverpool Hospital
	Graduate Certificate in Anaesthetic and Recovery Nursing	Liverpool Hospital
	Operating Room Nursing Certificate	Royal Adelaide Hospital
	Operating Room Post Basic Course	Western General Hospital, Melbourne
	Operating Room Technique and Management	Repatriation and General Hospital, Heidelberg, Victoria
	Operating Theatre Techniques and Management Certificate	St Vincent's Hospital, Melbourne
	Operating Theatre Techniques Certificate	Royal Melbourne Hospital
		South African Nursing Council
		Middlesex Hospital, U.K.
	Operating Theatre Nursing Course	Epsom District Hospital, London
		Nottingham School of Nursing, U.K.
	Operating Department Nursing Certificate	East Berkshire School of Nursing, U.K.
		Wexham Park Hospital, Slough, Berkshire, U.K.
		Lewisham School of Nursing, London
		Queen Elizabeth School of Nursing, Birmingham, U.K.
	Operating Department Nursing Course	English National Board for Continuing Education and Training, Hillington Health Authority, U.K.
Ophthalmology	Ophthalmic Nursing Certificate	Sydney Hospital
		Moorefields Hospital, London
Orthopaedics	Certificate in Orthopaedic Nursing	Royal National Orthopaedic Hospital, London and Stanmore, Middlesex
		Heathwood Hospital, Ascot, U.K.
	Orthopaedic Nursing Certificate	Gartnavel General Hospital, Glasgow, U.K.
		Nuffield Orthopaedic Centre, Oxford, U.K.

		Princess Elizabeth Orthopaedic Hospital, U.K.
		Basingstoke North Hampshire Health Authority, U.K.
	Orthopaedic Nursing Course	Robert Jones and Agnes Hunt Orthopaedic Hospital, U.K.
Paediatrics	Infants Certificate	NSW Nurses Registration Board
	Mothercraft Certificate	
Renal	Renal Diseases and Transplantation Certificate	Prince Henry, Prince of Wales Hospitals
		Royal Newcastle Hospital
		Royal Prince Alfred Hospital
		Sydney Hospital
	Nephrology, Dialysis and Transplant Nursing Certificate	Royal North Shore Hospital
	Graduate Certificate in Renal Nursing	Liverpool Hospital
	Renal Nursing Certificate	Guys Hospital, London
		St Mary's Hospital, London
Renal Nursing Course	The London Hospital	
Thoracic	Thoracic Nursing Certificate	The British Thoracic Association

SCHEDULE C

- The following qualifications shall attract the allowance as set out in Clause 4 Continuing Education Allowance of this Appendix. In addition to the qualifications listed below, a qualification deemed to be equivalent by the NIHRACS Manager, or agreement between NIHRACS and the Association shall attract the allowance set out in Table 2 Other Rates and Allowances in this Appendix.

Clinical Speciality	Course	Institution
Paediatrics	Mothercraft Certificate	NSW Nurses and Midwives Board. (In addition to the qualification entitling enrolment by the Nurses and Midwives Board.)

Appendix 2 – Allowances and Special Rates – Other than Nursing Classifications

1 Definitions

Definitions relevant to classifications other than Nursing and Midwifery classifications are also included in Clause 5, Definitions, of this Agreement.

2 Special Working Conditions

- (i) An employee other than a post-mortem assistant: -
 - (a) Who is required to assist in post mortems shall be paid, in addition to his/her ordinary salary, an allowance as set out in this Appendix, for each post-mortem.
 - (b) When employees, including post-mortem assistants, are required to attend police post-mortems outside of ordinary working hours they shall be entitled to payment of the allowances as set out in this Appendix, or the normal overtime provisions of this Agreement, whichever is the greater.
 - (c) When employees, excluding post-mortem assistants, are required to assist at police post-mortems during ordinary working hours, they shall be entitled to payment of an allowance as set out in this Appendix.
 - (d) Employees shall be paid an allowance as set out in this Appendix in respect of each police post-mortem examination performed on a partly decomposed or vermin-infested body.
- (ii) Employees shall be paid an allowance as set out in this Appendix for each shift or part thereof during which they are engaged in handling linen of a nauseous nature other than linen sealed in bags.
- (iii) Employees engaged on refuse disposal and/or sorting for incinerators or furnaces shall be paid an additional amount as set out in this Appendix.
- (iv)
 - (a) Employees shall receive an additional duties allowance per week as set out in this Appendix for appropriate duties involved in the maintenance and supervision of swimming pools, pest control duties on a continuing basis, driving tractors (other than drivers) maintenance of bowling greens and sporting ovals.
 - (b) Employees regularly required to perform work on sewerage works and grease traps or other duties considered offensive by the relevant authority, shall be paid an allowance at the rate as set out in this Appendix per week. The allowance is not automatically adjusted in the future.
 - (c) Employees required to assist in cleaning sewerage chokages and who are required to assist in opening up any soil pipe, waste pipe, drain pipe, or pump containing sewerage or who are required to work in a septic tank in operation, shall be paid an allowance as set out in this Appendix.
- (v) An employee required to wear a lead apron shall be paid an allowance as set out in this Appendix for each hour or part thereof that he/she is required to wear the said apron. This subclause shall not apply to employees employed in the Medical Radiation Scientists and Technical classifications of this Agreement.

- (vi) An employee who is required to handle and be responsible for monies and issuing receipts for same, shall be paid a weekly allowance in the nature of salary as set out in this Appendix. This subclause shall not apply to employees whose ordinary weekly rate of pay is in excess of that prescribed from time to time for an Administration Officer Level 1, Year 5 in the Administrative Employees classification scale.
- (vii) Employees shall be paid the amounts prescribed from time to time under the reference NSW Public Health Service Award, as varied, when working in situations where the disability encountered is not normally encountered by employees of that classification as follows:
 - (a) Cold Places - Employees working in places where the temperature is reduced by artificial means below 0 degrees Celsius shall be paid as set out in this Appendix per hour extra. Where the work continues for more than two hours, employees shall be entitled to a rest period of 20 minutes every two hours without loss of pay.
 - (b) Confined Spaces - Employees working in places the dimensions or nature of which necessitate working in a stooped or cramped position or without sufficient ventilation, shall be paid as set out in this Appendix per hour extra.
 - (c) Dirty Work - Work which a supervisor and employee agree is of a dirty or offensive nature by comparison with the work normally encountered in the classification concerned and for which no other special rates are prescribed, shall be paid for by an additional amount at the rate as set out in this Appendix per hour above the rate prescribed by this Agreement.
 - (d) Height Money - Employees working at a height of 7.5 metres from the ground, deck, floor or water shall be paid as set out in this Appendix per hour extra. Height shall be calculated from where it is necessary for the employee to place his/her hands or tools in order to carry out the work to such ground, floor, deck or water. For the purpose of this subclause, deck or floor means a substantial structure which, even though temporary, is sufficient to protect an employee from falling any further distance. Water level means, in tidal waters, mean water level. This subclause shall not apply to employees working on a suitable scaffold erected in accordance with the relevant Work Health and Safety legislation.
 - (e) Hot Places - Employees working in the shade in places where the temperature is raised by artificial means to between 46 degrees Celsius and 54 degrees Celsius shall be paid as set out in this Appendix per hour extra; in places where the temperature exceeds 54 degrees Celsius such employees shall be paid as set out in this Appendix per hour extra. Where work continues for more than two hours in temperatures exceeding 54 degrees Celsius, employees shall also be entitled to 20 minutes' rest after every two hours' work, without deduction of pay. The temperature shall be decided by the supervisor of the work after consultation with the employees who claim the extra rate.
 - (f)
 - (1) Insulation Material - An employee who is called upon to handle charcoal, pumice, granulated cork, silicate of cotton, insulwool, slagwool, fibre glass or mineral wool or other recognised insulating material of a like nature or an employee in the vicinity of such work shall be paid as set out in this Appendix whilst so engaged.
 - (2) Asbestos - An employee required to work with any materials containing asbestos or to work in close proximity to employees using such materials shall be provided with, and shall use, all necessary safeguards as required by the appropriate occupational health authority and, where such safeguards include the mandatory

wearing of protective equipment, such employees shall be paid as set out in this Appendix per hour whilst so engaged.

- (g) Smoke-boxes, etc. - Employees working on repairs to smoke-boxes, furnaces or flues of boilers shall be paid as set out in this Appendix per hour extra; provided that an employee engaged on repairs to oil fired boilers, including the casings, uptakes and funnels, or flues and smoke stacks, shall, while working inside such boiler, be paid as set out in this Appendix per hour extra.
- (h) Wet Places –
 - (1) An employee working in a place where water other than rain is falling so that his/her clothing shall be appreciably wet and/or water, oil or mud underfoot is sufficient to saturate his/her boots shall be paid as set out in this Appendix per hour extra; provided that this extra rate shall not be payable in respect to an employee who is provided with suitable and effective protective clothing and/or footwear. An employee who becomes entitled to this extra rate shall be paid such rate for such part of the day or shift as he/she is required to work in wet clothing or boots.
 - (2) Where an employee is required to work in the rain he/she shall be paid as set out in this Allowance per hour extra for time so worked.
- (i) An employee called upon to work knee-deep in mud or water, shall be paid at the rate set out in this Appendix per day in addition to ordinary rates of pay prescribed for each day or portion thereof so worked; provided that this subclause shall not apply to an employee who is provided with suitable protective clothing and/or footwear.
- (j) Acid Furnaces, Stills, etc. - An employee engaged on the construction or alteration or repairs to boilers, flues, furnaces, retorts, kilns, ovens, ladles and similar refractory work shall be paid as set out in this Appendix per hour. This additional rate shall be regarded as part of the wage rate for all purposes.
- (k) Depth Money - An employee engaged in tunnels, cylinders, caissons, coffer dams and sewer work and in underground shafts exceeding 3 metres in depth shall be paid as set out in this Appendix per hour.
- (l) Swinging Scaffolds -
 - (1) An employee, working in a bosun's chair or on a swinging scaffold shall be paid as set out in this Appendix for the first four hours whilst so engaged thence as set out in the said Appendix per hour thereafter.
 - (2) An employee shall not raise or lower a bosun's chair or swinging scaffold alone and an employer shall not require an employee to raise or lower a bosun's chair or swinging scaffold alone.
- (m) Spray Application - An employee engaged on all spray applications carried out in other than a properly constructed booth which accords with the Australian and New Zealand Standard 4114.1, shall be paid as set out in this Appendix per hour extra.
- (n) Roof Work - Employees engaged in the fixing or repairing of a roof or any other work in excess of 12 metres from the nearest floor level shall be paid as set out in this Appendix per hour extra with a minimum payment of one hour.

- (o) Explosive Powered Tools - Employees required to use explosive powered tools shall be paid as set out in this Appendix per day.
- (p) Morgues - An employee other than a post-mortem assistant required to work in a morgue shall be paid an extra rate as set out in this Appendix per hour whilst so employed.
- (q) Toxic and Noxious Substances -
 - (1) An employee engaged in either the preparation and/or the application of toxic or epoxy based materials or materials of a like nature shall be paid as set out in this Appendix per hour extra.
 - (2) In addition, employees applying such material in buildings which are normally air-conditioned shall be paid as set out in this Appendix per hour extra for any time worked when the air conditioning plant is not operating.
 - (3) Where there is an absence of adequate natural ventilation, the employer shall provide ventilation by artificial means and/or supply an approved type of respirator and in addition protective clothing shall be supplied where recommended by the relevant authority.
 - (4) Employees working in close proximity to employees so engaged shall be paid as set out in this Appendix per hour extra.
 - (5) For the purpose of this clause, all materials which are toxic or which include, or require the addition of a catalyst hardener and reactive additives or two pack catalyst system shall be deemed to be materials of a like nature.
- (r) Employees, other than Nurses and other Allied Health Professionals, working in areas accommodating psychiatric patients shall be paid as set out in this Appendix per hour whilst so engaged.

The above allowance shall not apply to employees unless they are engaged in work in such areas according to the direction of Tradesmen or Engineers or assisting such persons in the ordinary performance of their work.

- (s) Rates not subject to Penalty Provisions - The special rates herein prescribed shall be paid irrespective of the times at which the work is performed, and shall not be subject to any premium or penalty conditions.
 - (t) Extra Rate Not Cumulative - When more than one of the above rates provide payment for disabilities of substantially the same nature then only the highest of such rates shall be payable.
- (viii) Apprentices shall be paid each week a tool allowance as set out in this Appendix.
- (a) Provided that where the employer supplies the apprentice with all necessary tools to use in his or her trade (such tools to remain the property of the employer) the provisions of this subclause shall not apply.
 - (b) Provided that where tool allowance is paid to apprentices, the employer may from time to time inspect tools provided by any apprentice, and if not satisfied that reasonable tools are being provided and kept in serviceable condition, having regard to the quantum of tool allowance paid, may furnish or render serviceable such tools and deduct the cost thereof from tool allowance pay thereafter becoming due.

- (ix) Apprentices and Adult Apprentices attending registered training organisations for training shall be entitled to fares to and from home to the registered training organisation.
- (x) Proportion of apprentices to cooks or gardeners, as the case may be shall not exceed one apprentice to three tradespersons or fraction thereof. Such proportion is to be calculated on the average number of tradespersons employed for the preceding six calendar months.
- (xi) A sterilising certificate allowance as set out in this Appendix applies to employees undertaking linen sterilising duties at as follows:
 - (a) The sterilising certificate allowance will be paid to employees who hold a recognised and accredited certificate and perform sterilising duties at least one day per week.
 - (b) The allowance will be paid across all Linen Services.
 - (c) For employees who have undertaken duties on occasion or on a relief basis, the allowance is payable based on an estimate put to the Linen Service Manager by the employee which is then confirmed and approved for payment.
 - (d) For employees who work less than one week in sterilising duties, a daily pro rata allowance at 20% of the weekly allowance is payable.
 - (e) Untrained/uncertified employees who are undertaking the duties need to be certified in accordance with the relevant authority. After 12 months those without the certificate cannot receive the allowance in accordance with sterilising requirements under Australian standards.

The allowance will be adjusted in the future in line with general salary movements for linen service employees.

- (xii) An allowance, as set out in this Appendix, is to be paid to employees who perform cleaning duties in infectious areas. The allowance will also be payable to employees who, in any shift, assist in the lifting and/or transporting of infectious patients.

NIHRACS is to give written instructions on hygiene techniques and infection control to employees who may be liable to work in an infectious area.

Note: Infectious areas/patients are ones where transmission based precautions are deemed necessary as per the NSW Health Infection Control Policy. Clinicians generally decide who is an 'infectious patient'

Allowance	Agreement Clause No.	FFPP 1/07/2017
On Call Allowance - per hour	17(xvii)(a)	\$3.67
On Call Allowance - minimum payment	17(xvii)(a)	\$29.26
On Call Allowance on RDO - per hour	17(xvii)(a)	\$7.31
On Call Allowance on RDO minimum payment	17(xvii)(a)	\$58.52
On call during meal break - per break	17(xvii)(a)	\$14.40
Isolation (per week)	25(iii)	\$9.04
Uniform Allowance - per week	33(iii)(a)	\$7.51
Shoes Allowance - per week	33(iii)(a)	\$2.34
Uniform (including shoes allowance) - per week	33(iii)(a)	\$9.85
Cardigan or Jacket Allowance - per week	33(iii)(a)	\$2.26
Laundry Allowance - per week	33(iv)(a)	\$6.27
Deductions for the provision of Accommodation and Board		
Deduction for meals - per week	48(iv)	\$125.70
Breakfast - per meal	48(v)(b)	\$4.10
Other meals - per meal	48(v)(b)	\$7.80

Description	Appendix 2 Clause No.	1.7.2017 \$
Employees other than a Post-Mortem Assistant - for each Post-Mortem	2(i)(a)	11.69
Employees required to attend police post-mortems outside of ordinary hours – for each Post-Mortem requiring internal examination	2(i)(b)	104.45
Employees required to attend police post-mortems outside of ordinary hours – for each Post-Mortem requiring external examination	2(i)(b)	64.78
Employees other than a Post-Mortem Assistant required to attend police post-mortems during ordinary hours – for each Post-Mortem requiring internal examination	2(i)(c)	38.64
Employees other than a Post-Mortem Assistant required to attend police post-mortems during ordinary hours – for each Post-Mortem requiring external examination	2(i)(c)	24.09
Employees other than a Post-Mortem Assistant required to attend police post-mortems on partly decomposed and vermin infested – for each Post-Mortem	2(i)(d)	6.20
Handling linen-nauseous nature (per shift)	2(ii)	4.51
Sorting of incinerators, etc., (per hour)	2(iii)	0.41
Maintenance and Supervision (per week)	2(iv)(a)	12.10
Offensive Work (per week)	2(iv)(b)	3.40
Sewerage chokages, etc., (per day)	2(iv)(c)	8.95
Wearing of lead apron (per hour)	2(v)	1.98
Handling of money (per week)	2(vi)	19.60
Cold Places (per hour)	2(vii)(a)	0.78
Confined spaces (per hour)	2(vii)(b)	0.93
Dirty Work (per hour)	2(vii)(c)	0.78
Height money (per hour)	2(vii)(d)	0.78
Hot Places - 46 to 54 degrees (per hour)	2(vii)(e)	0.78
Over 54 degrees (per hour)	2(vii)(e)	0.93
Insulation Material (per hour)	2(vii)(f)(1)	0.93
Description	Appendix 2 Clause No.	1.7.2017 \$
Asbestos (per hour)	2(vii)(f)(2)	0.93

Smoke Boxes (per hour)	2(vii)(g)	0.56
Oil Fired Smoke Boxes (per hour)	2(vii)(g)	1.92
Wet Places - other than rain (per hour)	2(vii)(h)(1)	0.78
Rain (per hour)	2(vii)(h)(2)	0.78
Mud Allowance (per day)	2(vii)(l)	5.98
Acid Furnaces, etc. (per hour)	2(vii)(j)	3.93
Depth money (per hour)	2(vii)(k)	0.78
Bosun's Chair or swinging scaffold - first four hours	2(vii)(l)	5.56
Bosun's Chair or swinging scaffold - thereafter	2(vii)(l)	1.16
Spray application (per hour)	2(vii)(m)	0.78
Roof Work - per hour	2(vii)(n)	0.78
Explosive - powered tools (per day)	2(vii)(o)	1.83
Morgues - other than Post Mortem Assistants (per hour)	2(vii)(p)	0.88
Toxic and obnoxious substances – Epoxy Material (per hour)	2(vii)(q)(l)	0.93
Toxic and obnoxious substances – where the air conditioner is not operating (per hour)	2(vii)(q)(2)	0.65
Close proximity to above (per hour)	2(vii)(q)(4)	0.78
Areas with Psychiatric patients (per hour)	2(vii)(r)	1.51
Tool Allowance (per week)	2(viii)	8.92
Sterilising Certificate Allowance (per week)	2(xi)	9.02
Sterilising Certificate Allowance (per day)	2(xi)	1.80
Infectious Cleaning Allowance (per shift)	2(xii)	5.70

Appendix 3 - Psychologists

1 Definitions

Health Service means NIHRACS.

Psychologist in Training means an employee with a four-year degree in psychology, being a three-year degree with a fourth-year honours in psychology; or who has qualifications deemed equivalent by the employer, and who is eligible for provisional registration with the Psychology Board of Australia. Such employees will be provided with appropriate supervision to enable the employee to attain registration with the Psychology Board of Australia as a Psychologist.

2 Classifications

A. Psychologist

(i) Academic and Registration Requirements

A Psychologist is an employee with a four-year degree in psychology, being a three-year degree with a fourth-year honours in psychology; or a qualification deemed equivalent by the employer.

The Psychologist classification includes both Psychologists in Training and Psychologists who have full registration with the Psychology Board of Australia.

A Psychologist in Training shall commence at year 1 of the scale for Psychologist.

Provided that where a Psychologist has already met the criteria for full registration and has full registration with the Psychology Board of Australia, they shall commence at year 3 of the scale for Psychologist.

Provided further that until such time as a Psychologist has met the criteria for full registration and is registered with the Psychology Board of Australia, the employee shall not progress past the salary rate applying for Psychologist 2nd year of service.

(ii) Characteristics

(a) Tasks

Psychologists are trained in the independent application of existing treatment techniques and assessment procedures to a range of behavioural and emotional disorders.

Psychologists facilitate change in attitudes and behaviour related to health and illness, for the purpose of preventing and relieving distress or dysfunction and to promote subjective well-being and personal development.

(b) Judgement and Problem Solving

Psychologists evaluate psychological factors affecting maladaptive behaviour and provide individual counselling services, therapeutic interventions, group programs and case management in the areas of (but not limited to) anger management, parenting skills, stress management, social skills training, assertiveness training, mental health and problem addictions.

Psychologists undertake psychometric testing e.g. intelligence, personality and vocational, consistent with Psychology Board of Australia competencies.

(c) Supervision and Independence

Psychologists may work independently with clinical supervision from a more senior Psychologist.

Psychologists may provide clinical supervision to less experienced Psychologists.

Psychologists with three or more years of post-registration experience are eligible to supervise Psychologists in Training for registration purposes after having successfully undertaken the Psychology Board of Australia certified supervision workshop.

(d) Organisational Relationships and Impact

Psychologists may contribute to service planning and policy development.

Psychologists may participate in psychological research and evaluation projects as required.

Psychologists may be involved in the provision of in-services to staff and students.

Psychologists may formulate management and case plans.

Psychologists undertake liaison with relevant internal and external stakeholders.

B. Senior Psychologist

(i) Characteristics and General Features of Duties

Employees at this classification possess a high degree of experience as a Psychologist, with breadth and depth of experience in psychological methods and the provision of psychological services. The Senior Psychologist is able to provide a psychology service with the attribute of initiative, and to exercise independent judgment.

The general duties are as detailed for Psychologist, and in addition:

- (a) clinical supervision of Psychologists;
- (b) provision of psychological assessment and interventions involving adaptive utilisation of psychological principles and methods, including evaluation where appropriate;
- (c) administrative duties, including but not limited to:
 - (1) co-ordination of clinical activities of a service; and
 - (2) significant involvement in service planning and policy.

(ii) Academic and Registration Requirements

An employee with a four-year degree in psychology, being a three-year degree with a fourth-year honours in psychology; or who has qualifications deemed equivalent by the employer and who is registered as a psychologist with the Psychology Board of Australia.

Employees appointed at the Senior Psychologist level shall satisfy the criteria for the Psychologist classification and have completed a minimum of one year at the 9th year of service and thereafter point on the salary scale for Psychologist. Employees appointed to this classification shall demonstrate to the satisfaction of the employer by their work performed and the results achieved, together with their aptitude, abilities and other attributes, that appointment at this level is warranted on merit.

C. Clinical Psychologist

(i) Academic and Registration Requirements

The Clinical Psychologist is a fully registered psychologist with a Masters degree or higher in Clinical Psychology, Clinical Neuropsychology or some other recognised clinical area in psychology that the employer deems relevant to the functions of the position. The postgraduate qualifications must be of no less than two years' full time duration (or part-time equivalent) and include professional clinical coursework, clinical training and supervised placement experience as core components.

Employees with a three-year Clinical Doctorate (or equivalent) or a Doctorate of Philosophy (PhD) shall enter the classification at year 2 of the scale.

Employees entering this classification from the classifications of Psychologist or Senior Psychologist shall enter at the salary point for this classification that is above the salary point previously applying as Psychologist or Senior Psychologist.

(ii) Characteristics

(a) Task

Clinical Psychologists are capable of undertaking all activities performed by the classifications of Psychologist and Senior Psychologist as described in this Appendix.

Clinical Psychologists are trained in the scientific study and application of psychological knowledge and principles for the purpose of diagnosing, understanding, preventing, treating and advising on psychopathological distress or dysfunction and to promote subjective well-being.

The essential tasks of Clinical Psychologists are assessment, diagnosis, case formulation and treatment of psychopathology as it is manifested (variously) in cognitive, emotional, motivational, personality and behavioural disturbances in adults, adolescents or children across a range of health care settings including outpatient, community, primary care and in-patient facilities.

Referrals appropriate to Clinical Psychologists encompass a diversity of presentations - from acute to enduring and mild to severe. Problems range from those with mainly biological causation to those emanating mainly from psychosocial factors, as well as problems of coping or adaptation to adverse circumstances that are not themselves reversible by psychological intervention e.g. physical disability, physical illness, bereavement.

(b) Judgement and Problem Solving

Clinical Psychologists exercise independent judgment concerning the selection and application of principles, methods and techniques of psychological assessment and/or treatment. Chosen interventions involve the adaptive utilisation of empirically-derived psychological principles.

(c) Supervision and Independence

The appropriate discharge of duties and demonstration of competence at this level is in consequence of an understanding of theories and techniques, which enable Clinical Psychologists to assess and diagnose psychological problems and disorders and design and implement appropriate psychological procedures.

Clinical Psychologists work independently and receive clinical supervision from another Clinical Psychologist. Initially such supervision is provided by a more senior and experienced professional colleague but after several years' experience, Clinical Psychologists may participate in peer supervision only.

Clinical Psychologists may work in or lead a multidisciplinary team.

Clinical Psychologists are expected to provide clinical supervision to less experienced Psychologists, be involved in peer supervision and supervise postgraduate students on clinical placements.

(d) Organisational Relationships

Clinical Psychologists may conduct psychological research and evaluation projects as required.

Clinical Psychologists are involved in service planning and the formulation of policy.

Clinical Psychologists participate in the provision of in-service programs to staff and students.

Clinical Psychologists are a consultant to Psychologists and may provide peer consultancy to colleagues and other professionals within their area of expertise.

D. Senior Clinical Psychologist

(i) Characteristics and General Features of Duties

A Clinical Psychologist may, after not less than the completion of 12 months' service at the 5th year of service and thereafter rate, make written application to the employer for progression to the classification of Senior Clinical Psychologist. The application shall comprehend, but not be limited to detailing current direct treatment responsibilities and duties discharged; together with provision of treatment consultation, supervision and training and relevant documentary support material.

The employer may also establish such positions of Senior Clinical Psychologist that it deems appropriate, from time to time.

Employees that are successful in their application for progression to Senior Clinical Psychologist shall commence on the 1st year of service rate for the classification.

Employees classified as Senior Clinical Psychologist shall discharge the duties as described for Clinical Psychologist above and in addition must demonstrate clinical expertise requiring:

- (a) higher level knowledge and experience in a specific area e.g. tertiary referral service, manifest in the level of competence, initiative, innovation, responsibility and professional recognition of the employee; and
- (b) developing and extending applications of assessment and treatment methods.

In addition, the employee must also discharge duties in at least one of the following areas:

- (a) Administrative duties, which may include:
 - (1) responsibility for overall service planning and policy; and
 - (2) other supra-clinical duties involving responsibility for service provision; and

- (3) responsibility for professional functioning of Psychologists and Clinical Psychologists.
- (b) Consultation, involving
 - (1) the provision of consultation with other Psychologists or with other professional bodies and organisations (e.g. other government agencies) regarding psychological services and/or development of policies and procedures in areas requiring specialist psychological knowledge; and
 - (2) developing protocols for individual and group treatment programs and making available to other health professionals. Developing assessment procedures for clinical decision making.
- (c) Research and Evaluation, involving
 - (1) research, where the Psychologist has taken responsibility as principal researcher for the design, implementation and reporting of psychological research; and
 - (2) evaluation, where the Psychologist makes a major contribution to setting up evaluation systems for programs and services and major quality improvement projects;
- (d) Training, involving
 - (1) the training of Psychologists or other health professionals in a range of areas that may include specialist psychological skills;
 - (2) contributing to training for supervisors of psychological services; and
 - (3) developing and implementing training programs.

3. Grading Committee

A grading committee will be established on a needs basis for the specific purpose of considering applications made by employees for progression and/or regrading within the classifications of the Award. Where an employee believes that their position is inappropriately graded the application must demonstrate that the applicant meets the requirements of and is required to work at the level as described for the grading being sought.

The committee shall consist of at least three members, a majority of which must be Psychologists of an equivalent or higher grading than that sought by the applicant. In applications for regrading to Senior Clinical Psychologist there must be a Psychologist representative from another Health Service. The committee will be established via consultation between the Union and the Health Service.

The committee will receive the written application addressing the relevant criteria of the classification by the applicant and review its contents prior to proceeding to an interview of the applicant.

The committee shall record its decision and reasoning and make its recommendation to the Chief Executive of the Health Service or their nominated representative.

Table 1—Salary Rates

From 1 July 2017, minimum salaries will be calculated per the following table.

From 1 July 2018, minimum salaries will be calculated per the Health and Community Psychologists (State) Award (NSW) as in force from time to time.

Classification	Rate per Annum from 1.7.2017 \$
Psychologist	
1st year of service	64,618
2nd year of service	68,113
3rd year of service	71,604
4th year of service	75,970
5th year of service	80,337
6th year of service	84,702
7th year of service	89,069
8th year of service	92,564
9th year of service & thereafter	96,052
Senior Psychologist	
1st year of service	101,293
2nd year of service	105,661
3rd year of service & thereafter	110,026
Clinical Psychologist	
1st year of service	92,564
2nd year of service	97,799
3rd year of service	103,041
4th year of service	108,281
5th year of service and thereafter	113,518
Senior Clinical Psychologist	
1st year of service	118,760
2nd year of service	122,251
3rd year of service & thereafter	125,745
Principal Clinical Psychologist	
1st year of service and thereafter	143,209

Appendix 4—Dental Officers

1 Definitions

Dental Officer means a person appointed as such, who holds a dental qualification registrable with the Dental Board of Australia.

Hospital means NIHRACS or a public hospital as defined under section 15 of the *Health Services Act 1997* (NSW) (NI).

Officer means a Dental Officer, as defined herein, occupying a position as specified in clause 3 of this Appendix, in a hospital as defined above.

Service unless the context otherwise indicates or requires means relevant service at NIHRACS or in any one or more NSW public health services.

Specialist means a person appointed by the hospital who:

- (a) holds a dental qualification registrable in Australia;
- (b) after full registration, has spent not less than six years in the practice of dentistry whether in New South Wales or elsewhere, deemed by the hospital to be of equivalent standing;
- (c) has spent not less than four years in supervised specialist training and/or experience, and either:
 - (1) has obtained an appropriate dental qualification in his/her speciality acceptable to the hospital, or
 - (2) is deemed by the Australian Health Practitioner Regulation Agency to be a specialist by recognition of his/her experience and demonstrated performance at specialist level.

Union means Health Services Union NSW.

Weekly rates will be ascertained by dividing an annual amount by 52.17857 or a weekly rate can be multiplied by 52.17857 to obtain the annual amount.

2 Salaries

Salaries shall be in accordance with the rates contained in Table A of this Appendix

3 Classifications

3.1 Dental Officer Level 1

- (a) Dental officers employed at level 1 are newly qualified employees. Dental officers at this level are beginning practitioners who are developing their skills and competencies in dentistry.
- (b) Level 1 staff are responsible and accountable for providing a professional level of service to the health facility. Under the general oversight of a more experienced dentist, a level 1 year 1 dental officer performs examinations, investigations and basic treatment of commonly encountered dental diseases or dental health problems requiring standard corrective, restorative, or preventive measures.

- (c) Dental officers on level 1 year 2-4 serve as practicing dentists who perform routine dental work requiring the independent examination, investigation, treatment planning and treatment of patients. This is a moderate skill level and includes the moderately experienced dentist who is competent in basic tasks. He or she may require regular professional support and mentoring.
- (d) Level 1 staff participate in quality activities and workplace education. Level 1 year 2-4 staff may be required to provide supervision to undergraduate student on observational placements, work experience students and to level 1 year 1 dental officers.

3.2 Dental Officer Level 2

- (a) Progression to level 2 from level 1 is dependent upon having a minimum of 2 years' clinical experience, meeting the annual performance review requirements and successfully completing the standard Dental Officers Skills Assessment set by the Centre for Oral Health Strategy conducted by the clinical supervisor.
- (b) The level 2 dental officer is a general dental practitioner who performs the full range of professional dental tasks described for the level 1 dental officer. The work differs from the level 1 dental officer in that the dental officer *regularly* encounters, diagnoses, and administers treatment for dental diseases and dental health problems of greater-than-usual difficulty.
- (c) Positions at this level are required to exercise independent professional judgement on routine matters. They may require professional supervision from more senior staff members when performing novel, complex or critical tasks.
- (d) Positions at this level assist in the development of policies, procedures, standards and practices, participate in quality improvement activities and may participate in clinical research activities as required.
- (e) Dental registrars (dentists undertaking training as Specialists by masters degree) are placed on level 2, with remuneration linked to the proportion of time spent providing dental services to public patients.

3.3 Dental Officer Level 3 – Senior Dentist

- (a) This level is only achieved by appointment to such a position. Level 3 dental officers are experienced and capable of operating with a level of independence reflective of their skill and competency in general dentistry. Some of these dental officers will be entitled to clinical manager allowances.
- (b) The level 3 dental officer will have the majority of the following duties and attributes:
 - (i) highly advanced skills in managing most of the difficult clinical situations, complex medical histories and those with disabilities.
 - (ii) widely recognised for their exceptional competence in general dental work and has a proven record for carrying out a broad range of advanced and complex dental procedures. This may include the attainment of a Fellowship or Membership of the Royal Australasian College of Dental Surgeons (RACDS) or equivalent organisation as recognised by the Ministry.
 - (iii) experienced clinician who demonstrates advanced clinical reasoning skills;

- (iv) duties and responsibilities involving planning, implementing, evaluating and reporting on services;
- (v) responsibility for identifying opportunities for improvement in clinical practice, develop and lead ongoing quality improvement activities with other staff;
- (vi) conduct clinical research
- (v) acts as a mentor to other clinical staff and teaches undergraduate students
- (vi) may be responsible for providing clinical supervision and support to level 1 and 2 dental officers, technical and support staff;
- (ix) responsible for components of clinical governance; and
- (x) participate in the provision of clinical development in-service education programs to staff and students.

3.4 Dental Officer Level 4 – Clinical Stream

Level 4 dental officers are experienced dentists who are:

- (i) widely recognised for their exceptional competence in general dental work and have a proven record for carrying out a broad range of advanced and complex dental procedures.
- (ii) maintain a clinical caseload and provides:
 - clinical education in the area of expertise through in-service training to under-graduate and/or post-graduate students;
 - in-service to other dental officers in their clinical specialist area of expertise;
 - consultation and advice to specialist teams across an area or geographic or clinical network; and
 - discipline specific professional supervision and leadership either within a facility or across facilities and/or Local Health District(s).

Level 4 – Management Stream

Level 4 dental officers may be appointed as:

- (i) Department Head – responsible for operational co-ordination of staffing and related clinical services and may work across a geographic region, zone or clinical network. Department Heads may also be required to maintain a clinical load.
- (b) Unit Head or Team Leader- responsible for the leadership, guidance and line management of a multi-disciplinary clinical unit or specialist team that may work across a geographic region, zone or clinical network. The work involves supervision of other dental officers and support staff as well as a clinical load.

3.5 Dental Officer Levels 1 – 3 Management Allowances

- (a) Dental Officers in level 1(2nd year and thereafter), level 2 and level 3 may be paid a management allowance in addition to their rate of pay. The management allowance is paid as part of an employee’s permanent salary following a merit

selection process. If an employee is required to relieve for 5 days or more in the role of the manager, and performs all of the duties of the supervisor, then the management allowance will be paid to such employee. There are two levels of allowances, which are paid in the following circumstances:

- (i.) Clinic Manager Level 1 – A dental officer managing a dental clinical service that may encompass more than one small clinic. The work involves, clinical management, supervision of other dental officers, other oral health practitioners, and support staff as well as a clinical load. A (level 1 managerial allowance would be paid.
- (ii.) Clinic Manager Level 2- is responsible for the leadership, guidance and line management of a multi-disciplinary clinical unit that may work across a geographic region, zone or clinical network. The work involves clinical management, supervision of other dental officers, other oral health practitioners, and support staff as well as a clinical load. A level 2 managerial allowance would be paid. Level 1 dental officers are not eligible for this allowance.

3.6 Specialists

- (a) Employees occupying positions as specialists who have satisfied the full requirements of the Dental Board of Australia in a recognised speciality will be appointed to the Specialist scale in accordance with their years of experience in the speciality.
- (b) Continued payment as a specialist will be on the basis of a dentist remaining employed in the specialist area concerned.

3.7 Hospital Specialist

- (a) These will be differentiated from the board specialists as follows:
 - (i) Hospital specialists provide specialist services in an area of work that is not a specialty recognised by the Dental Board of Australia.
 - (ii) For the purpose of this Appendix, a hospital specialist will work in the specialties of special needs, geriodontics or restorative dentistry. Additional specialties can be recognised with the approval of the Chief Dental Officer. The Medical and Dental Advisory Committee assesses the merit of individual specialists for recognition as a hospital specialist within the categories determined by the Chief Dental Officer.
 - (iii) Hospital specialists do not have access to the senior clinical specialist classification.

3.8 Senior Clinical Specialist

- (a) Board Specialists may progress to the level of Senior Specialist. This is seen as recognition for an exceptional clinical leader who has made significant contributions to dentistry in his/her area of speciality. This is a personal appointment, where it can also be demonstrated that the specialist is appointed to a position having such duties and responsibilities as deemed by the employer to require the services of a senior clinical specialist.

- (b) Except in exceptional circumstances, this appointment would follow about 10 years of experience as a specialist. This classification is not available to hospital specialists. This appointment is considered upon application by or on behalf of an individual board specialist to the Medical and Dental Advisory Committee of the Local Health District(s). Appeal of any such decision lies with the Chief Dental Officer.

3.9 Specialist - Management Allowance

- (a) A specialist or a senior clinical specialist managing a clinical service that involves, clinical management, supervision and teaching of other specialists, other oral health practitioners, undergraduate students and support staff as well as a clinical load. A hospital specialist may be eligible for the payment of this allowance. The management allowance is paid as part of an employee's permanent salary following a merit selection process. If an employee is required to relieve for 5 days or more in the role of the manager, and performs all of the duties of the supervisor, then the management allowance will be paid to such employee.

4 Transition Arrangements

- (a) Employees skills, responsibilities and qualifications will be assessed against the classification descriptors in clause 3 of this Appendix and will be placed on the appropriate level, maintaining their existing incremental date. Years of service at the relevant skill level will be used to determine the appropriate salary rate within the classification level. Employees will maintain their existing incremental date.

Table A -Salaries

From 1 July 2017, minimum salaries will be calculated per the following table.

From 1 July 2018, minimum salaries will be calculated per the Health Professional and Medical Salaries (State) Award (NSW) as in force from time to time.

Classification	Salary per annum from 1.7.2017 \$
DENTAL OFFICERS	
Level 1	
1st year	87,134
2nd year	100,395
3rd year	107,023
4th year	113,649

Classification	Salary per annum from 1 July 2017 \$
Level 2	
1st year	120,281
2nd year	126,909
Level 3	
1st year	134,136
2nd year	138,171
3rd year	140,770
Level 4	
1st year	160,717
2nd year	165,345
Dental Officer Management Allowance	
Level 1 (per annum)	6,638
Level 2 (per annum)	13,404
DENTAL SPECIALISTS	
1st year of service	151,855
2nd year of service	157,724
3rd year of service	163,556
4th year of service	169,727
5th year of service	175,902
* For supplementary payment, in lieu of private Practice or On-call/Recall Allowance refer to Determination - Dental Staff Specialists Part A, B and C	
Senior Clinical Specialist	184,492
Dental Specialist Management Allowance (per annum)	9,956

Appendix 5 - Dental Assistants

1 Definitions

Employer means NIHRACS.

Hospital means NIHRACS or a public hospital as defined under section 15 of the *Health Services Act 1997* (NSW) (NI).

Local Health District means a Local Health District constituted pursuant to section 17 of the *Health Services Act 1997* (NSW) (NI).

Service unless the context otherwise indicates or requires means relevant service at NIHRACS or any other organisations deemed acceptable by the NIHRACS Manager.

Union means the Health Services Union NSW.

2 Classifications

2.1 Dental Assistant Grade 1

- (a) A dental assistant grade 1 means a person appointed as such who has successfully completed a qualification in a relevant field recognised by the Dental Assistant Education Council of Australia or up to the level of Certificate III issued by a tertiary education institution or qualifications deemed by the Ministry to be equivalent.
- (b) Unqualified but experienced dental assistants can be employed as Dental Assistants Grade 1. Such employees commence and remain on level 1 year 1 until they obtain formal qualifications through study or recognition of prior learning. The employee is responsible for obtaining formal qualifications in their own time and at their own expense.

2.2 Dental Assistant Grade 2

- (a) A dental assistant grade 2 means a person who is appointed to such a position and who has successfully completed a nationally recognised Dental Assisting Certificate course at Certificate Level IV or qualifications deemed by the relevant authority to be equivalent.

Table A - Rates of Pay

From 1 July 2017, minimum salaries will be calculated per the following table.

From 1 July 2018, minimum salaries will be calculated per the Health Professional and Medical Salaries (State) Award (NSW) as in force from time to time.

Dental Assistant Classifications	Salary per annum from 1 July 2017 \$
Grade 1	
1st year	54,623
2nd year	55,946
3rd year	57,198
4th year	58,569
Grade 2	
1st year	59,843
2nd year	62,109
3rd year	64,117
4th year	65,891

Appendix 6 - Pharmacists

1 Definitions

Deputy Director of Pharmacy means a pharmacist who is appointed as such to an established position and whose function is to assist the Director of Pharmacy in the administration of the Department.

Director of Pharmacy means a pharmacist who has been appointed as such in a pharmacy department of a hospital.

Employer means the NIHRACS Manager.

Health Service means NIHRACS.

Hospital means a public hospital as defined in section 15 of the *Health Services Act 1997* (NSW) (NI).

Pharmacist means a person who is registered as a practicing pharmacist with the Pharmacy Board of Australia.

A Pharmacist who has after registration not less than three years' experience in hospital pharmacy and can demonstrate competency in at least one of the essential competency criteria and 3 other competency criteria will be classified as a Pharmacist Grade 2.

Provided that Pharmacists paid at the eight year of service rate immediately prior to transfer to this structure shall not be eligible for incremental progression unless they meet the criteria for appointment to Grade 2.

Pharmacist Grade 3 means a Pharmacist who is responsible to the NIHRACS Manager for the management and efficient performance of a specific unit or function of the hospital's pharmacy Department. Such appointment shall only be made where NIHRACS employs at least 5 Pharmacists.

Union means the Health Services Union NSW.

2 Competency Criteria

Essential:

- (a) Postgraduate qualifications in either Diploma of Hospital Pharmacy, Diploma of Clinical Pharmacy or any other relevant postgraduate qualifications and a minimum of 6 months' experience in the relevant specialty. Relevant areas of specialty practice may include but should not be limited to: Liaison Pharmacy, Clinical Trials, Research and/or Project Coordinator, Information Technology, Oncology, Nutritional Support, Paediatrics, Critical Care; or
- (b) In the case of a Pharmacist who does not hold a post graduate qualification and has had, after registration, not less than 3 years' experience in hospital pharmacy including not less than 12 months, experience in the relevant specialty acceptable to the employer.; or
- (c) Be able to demonstrate a higher level of performance in clinical pharmacy practices as defined by at least meeting the standards in the document published by Society of Hospital Pharmacists of Australia in 1996 to the satisfaction of the Director of Pharmacy

and equivalent Director of Pharmacy from another Health Service and if necessary, another Pharmacist nominated by the employer.

Other:

- (a) An ability to demonstrate a record of participation in teaching programs with other Pharmacists and/or University students, community health, nursing staff or other health care providers.
- (b) Demonstrated ability to supervise other Pharmacy staff and be responsible for the supervision of other Pharmacists.
- (c) A record of significant contribution to quality assurance activities (e.g. being responsible for the implementation of maintenance of a quality assurance program)
- (d) Participation in institutional committees relevant to the profession such as drug, nursing/pharmacy, infection control or quality assurance committees.
- (e) Display judgment and demonstrate initiative and independence in problem solving.
- (f) Be able to demonstrate active participation in research, presentation and publication of research results in peer review journals

Table 1 - Salaries

From 1 July 2017, minimum salaries will be calculated per the following table.

From 1 July 2018, minimum salaries will be calculated per the Health Employees Pharmacists (State) Award (NSW) as in force from time to time.

Classifications	Rate per week from 1.7.2017 \$
PHARMACISTS	
Grade 1-Unregistered	1,216.40
GRADE 1	
1st year	1,291.40
2nd year	1,379.80
3rd year	1,475.00
4th year	1,645.40
5th year	1,698.50
GRADE 2	
1st year	1,827.10
2nd year	1,888.10
3rd year	1,940.70

Classifications	Rate per week from 1.7.2017 \$
GRADE 3	
1st year	2,153.30
2nd year	2,213.20
Fellowship Allowance	41.50

Appendix 7 - Medical Radiation Scientists

1 Definitions

Union means the Health Services Union NSW.

Employer means the NIHRACS Manager.

Health Service means NIHRACS.

Hospital means a public hospital as defined in section 15 of the *Health Services Act 1997* (NSW) (NI).

MRPB means the Medical Radiation Practitioner Board of Australia.

MEDICAL RADIATION SCIENTIST (MRS) (DIAGNOSTIC RADIOGRAPHERS)

Diagnostic Radiographer means a person who has acquired a Bachelor of Medical Radiation Science in Diagnostic Radiography and holds a Statement of Accreditation issued by the Australian Institute of Radiography. From 1 July 2012, Diagnostic Radiographers are required to hold registration with the MRPB.

MRS (Diagnostic Radiographer) Qualifications:

- Bachelor of Medical Radiation Science (Diagnostic Radiography).
- Bachelor of Applied Science (Medical Radiation Science) - (Diagnostic Radiography).
- Successful completion of a Diagnostic Radiography course recognised by the MRPB.
- Accreditation by the AIR. From 1 July 2012, must hold registration with the MRPB.

LEVEL 1

Progression from Level 1 to Level 2 is automatic upon completion of a PDY (full-time or part-time equivalent) in an approved department. The MRS at this level must have been granted provisional accreditation by the AIR. From 1 July 2012, the MRS at this level must have been granted provisional registration by the MRPB. The Level 2 progression shall be retrospective to the PDY completion anniversary date.

The Medical Radiation Scientist (MRS) (Diagnostic Radiographers) at this level is employed in an approved department during their first year post-graduation from a recognised university undergraduate course. This year may be referred to as their Provisional Development Year or PDY.

The MRS (Diagnostic Radiographer) at this level shall develop a capacity to apply knowledge, skills, professional judgement and show initiative in solving routine professional issues involving patient care, radiation safety, occupational health, safety and rehabilitation, manual handling and QA. They will be expected to work in an environment where there are multi-disciplinary teams.

LEVEL 2 (Years 1 - 5)

Progression through Level 2 is automatic, and occurs annually on the MRS' (Diagnostic Radiographer) anniversary. This level also maintains those who are still on the "thereafter" rate.

To satisfy the criteria for progression to Level 2 the MRS (Diagnostic Radiographer) will have completed the requirements for their PDY.

The MRS (Diagnostic Radiographer) at this level:

- Demonstrates independent and significant professional knowledge and judgement to acquire and exhibit competency in all appropriate clinical tasks.
- Begins to take an active part in multidisciplinary teams and gain experience in the more complex modalities of their department, including Quality Improvement/Assurance programmes, OHS&R issues and Radiation Safety.
- Is expected to provide a high level of patient care and management with an understanding of patient needs and psychology, and continue to develop their knowledge regarding work place safety issues (e.g. manual handling, infection control, etc.).
- Demonstrates significant ongoing commitment to continuing professional education and actively participates in undergraduate student education and departmental in-service lectures.

LEVEL 3

Grade 1 (Years 1 - 2: Specialist MRS)

At completion of one-year full-time (or part-time equivalent) at Level 3, Grade 1, Year 1, the MRS (Diagnostic Radiographer) will automatically progress to Level 3, Grade 1, Year 2.

A MRS (Diagnostic Radiographer) may apply for a personal regrading to this level after not less than two years' experience post accreditation or registration (i.e. Level 2, Year 2). The MRS (Diagnostic Radiographer) must display a suitable level of professionalism, as determined by their peers (Level 4 or above), and develop competency in at least one sub-speciality from the list below. A panel of at least three Chief MRS (Diagnostic Radiographers) of the NSW health service or their representative will assess the application.

The relevant Health Service may also establish such positions at Level 3, Grade 1 or 2 as it deems appropriate from time-to-time.

The profession of MRS (Diagnostic Radiography) is free to bring forward new technologies and procedures as they develop with a view to gaining agreement of their inclusion in the criteria listed below.

MRS (Diagnostic Radiographers) seeking appointment to Level 3, Grade 1 shall be required to demonstrate a high level of knowledge and proficiency in complex clinical procedures including but not confined to:

- Education
- Applied Computer Science (including PACS)
- Paediatrics
- Clinical Supervisor
- QA
- Radiation Safety & Assessment
- CT
- Angiography

- Intra-operative interventional techniques
- MRI
- Ultrasound
- Mammography/Breast Imaging
- General/Trauma Radiography
- Dental Imaging
- Sonography
- Software development and application.

In addition, MRS (Diagnostic Radiographers) at this level are expected to:

- Demonstrate a level of participation in teaching programs within and/or outside the establishment. This teaching may include undergraduate, postgraduate students, other health professionals, patients and their carers and the public in a field relevant to Diagnostic Radiography.
- Demonstrate an ability to supervise and be responsible for other MRS' (Diagnostic Radiographers).
- Demonstrate an ability to supervise and assess clinical experience of MRS (Diagnostic Radiography) undergraduate students. Provide liaison between the universities and the clinical setting.
- Be able to demonstrate active participation and involvement in development of techniques through associated reports, presentations, conferences, publications or work place in-service lectures.
- Contribute to Quality Assurance activities.
- Display judgement and demonstrate a high level of initiative and independence in problem solving.

OR

Possess a post graduate certificate in a relevant area of specialisation.

LEVEL 3

Grade 2 (Years 1 - 2: Consultant MRS)

At completion of one year full-time (or part-time equivalent) at Level 3, Grade 2, Year 1, the MRS (Diagnostic Radiographer) will automatically progress to Level 3, Grade 2, Year 2.

The MRS (Diagnostic Radiographer) after not less than the completion of 12 months' service at Level 3, Grade 1, Year 2 may apply to the Chief MRS (Diagnostic Radiographer) for personal progression to Level 3, Grade 2. The applicant will be assessed by a panel of at least three Chief MRS' (Diagnostic Radiographers) of the NSW health service or their representatives.

The MRS (Diagnostic Radiographer) at this level will have extensive clinical expertise related to specific areas/modalities and be able to demonstrate a high level of competency and a consistently high standard of practice, as outlined in Level 3, Grade 1 and as determined by their peers (Level 4 and above). They will be expected to demonstrate their expertise through the development and maintenance of protocols, clinical reviews, teaching and

delivery of in-service and presentations of papers/publications related to their area of expertise at departmental level and at conferences at national or international level. They may be called on in an advisory capacity to assist other MRS' (Diagnostic Radiographers) with difficulties encountered within specific situations relating to their area of expertise.

Applicants should have substantiated reports by Senior MRS' (Diagnostic Radiographers) Level 4 or above and/or Staff Specialists where available. The reports should focus on the expertise, judgement, and provision of advice by the applicant, together with the impact on services provided by the department arising from the work of the applicant. A minimum of two reports should be included and at least one must be from an MRS. (Diagnostic Radiographer). This wider acknowledgment of their expertise may be for example, in publications in peer-reviewed journals.

The MRS (Diagnostic Radiographer) Level 3, Grade 2 may also be designated as the Clinical Imaging Educator/Tutor.

This position would be responsible to the Chief MRS (Diagnostic Radiographer) for the identification, provision and delivery of continuing education for MRS' (Diagnostic Radiographers) with both clinical and general management components. In addition, responsible for the co-ordination and determined service delivery of the educator/tutor function for undergraduates on clinical placement and MRS (Diagnostic Radiographers) undergoing PDY.

LEVEL 3

Grade 3

The MRS (Diagnostic Radiographer) at this level must have obtained an appropriate recognised postgraduate diploma allied to their area of expertise. This refers to post graduate diploma in areas such as (but not restricted to) ultrasound, CT, MRI, mammography, angiography, QA, management, education, research or IT. Such applicable diplomas must be relevant to the area of specialisation.

LEVEL 4

Grade 1 (Years 1 - 2: Section Manager / Assistant Chief MRS/Sole Chief MRS)

At completion of one year full-time (or part-time equivalent) at Level 4, Grade 1, Year 1, the MRS (Diagnostic Radiographer) will automatically progress to Level 4, Grade 1 Year 2.

A MRS (Diagnostic Radiographer) at this level would manage the operations of a section or functional unit (specialist or general) within the Diagnostic Radiology department and discharge the associated administrative duties. These operations include day to day management, throughput and patient care, patient scheduling as well as immediate staffing. The MRS (Diagnostic Radiographer) would be responsible to the NIHRACS Manager for the overall QA, organisation, activities and maintenance of standards within the particular specialised section.

OR

MRS' (Diagnostic Radiographers) at this level may be a sole Chief MRS (Diagnostic Radiographer) responsible to a Health Manager for both the clinical and financial management of the Imaging Department.

OR

Possess a Masters Degree in an area of Medical Radiation Science specialisation which is relevant to medical imaging and which will benefit the profession. Eligibility requires a minimum of three years' equivalent clinical practice after successful completion of a PDY.

LEVEL 4

Grade 2

An MRS (Diagnostic Radiographer) at this level would manage an area of the Diagnostic Radiology department with at least two specialist modalities such as 2 CT units or 2 Angiographic units

OR

two imaging sections within a tertiary referral teaching hospital e.g. Operating Suite and General Radiography.

In a department of only one specialist modality it may be appropriate to have only one position at this level but the focus of the position would be the decision of the relevant Health Service.

The areas referred to in this section would include a number of imaging sections or units, such as all CT units or all angiographic units. The manager of the area would have the responsibility for the overall organisation of the designated area and be responsible for tasks such as coordinated implementation of existing and new techniques, creation of protocols for scheduling and training, overall waiting list management and ensuring all resources are used in the most effective manner.

OR

The MRS (Diagnostic Radiographer) at this level may be a Chief MRS (Diagnostic Radiographer) who manages a department with 2-3 FTE MRS' (Diagnostic Radiographers) in addition to other associated department staff e.g. clerical, hospital assistants.

OR

At this level the MRS (Diagnostic Radiographer) will have the duties and responsibilities of an MRS Section Manager (Level 4 Grade 1) but possess a post graduate diploma or masters degree in an area of relevance to their position. The post graduate diploma /masters degree will have been completed after a minimum four years' clinical experience. Such a position is to receive accelerated progression to Level 4, Grade 2, Year 2.

LEVEL 5

Grade 1

Has completed a PhD in a relevant area of specialisation.

Table 1 - Salaries and Allowances

From 1 July 2017, minimum salaries will be calculated per the following table.

From 1 July 2018, minimum salaries will be calculated per the Health Employees' Medical Radiation Scientists (State) Award (NSW) as in force from time to time.

Radiographers	Rate per week from 1.7.2017 \$
LEVEL ONE	
Year 1	1,172.60
LEVEL TWO	
Year 1	1,216.40
Year 2	1,379.80
Year 3	1,569.10
Year 4	1,645.40
Year 5	1,698.50
LEVEL THREE	
Grade 1 - Year 1	1,827.10
Grade 1 - Year 2	1,888.10
Grade 2 - Year 1	1,940.70
Grade 2 - Year 2	2,153.30
Grade 3 - Year 1	2,213.20
LEVEL FOUR	
Grade 1 - Year 1	2,213.20
Grade 1 - Year 2	2,288.30
Grade 2 - Year 1	2,357.90
Grade 2 - Year 2	2,417.20
LEVEL FIVE	
Grade 1	2,589.70
Grade 2	2,654.30
Grade 3	2,790.70

Appendix 8 - Hospital Scientists

1 Definitions

Unless the context otherwise indicates or requires the several expressions hereunder defined shall have their respective meaning assigned to them:

ADA means the daily average of occupied beds adjusted by counting each 700 registered outpatients as one occupied bed. The average shall be taken for the twelve months for the year ending 30 June in each and every year and such average shall relate to the salary for the succeeding year.

Director/Deputy Director means the NIHRACS Manager.

Employee means a Hospital Scientist, Senior Hospital Scientist, or Trainee Hospital Scientist as defined.

Employer and or Health Service means NIHRACS.

Hospital means a public hospital as defined under s.15 of the *Health Services Act 1997* (NSW) (NI).

Hospital Scientist means an employee who has acquired the Diploma in Medical Technology of the Australian Institute of Medical Technologists (before 1974) or who has obtained a degree in science from an approved university or college of advanced education requiring a minimum of three years' full-time study or such qualifications as the employer deems equivalent.

Senior Hospital Scientist means an employee who is engaged in scientific work of a professional nature in a public hospital laboratory who holds a degree in science from an approved University or a college of advanced education or such other qualifications deemed by the employer to be appropriate who -

- (a) has been appointed to a position in charge of a laboratory; or
- (b) has been approved by the employer for appointment on the recommendation of the Credentials Committee.

Trainee Hospital Scientist means an employee appointed as such who is undertaking a part-time degree course in science at an approved University and is engaged in work related to the profession for which he or she is qualifying.

Union means the Health Services Union NSW.

2 Grading of Employees

- (a) Grades: Every employee other than Trainee Hospital Scientist shall be classified in one of the grades of Hospital Scientist, Chief/Senior Hospital Scientist, or Principal Hospital Scientist as provided hereunder.
- (b) Years of Scale-
 - (i) Within each grade employees shall, at all times be classified not lower than the year of scale corresponding to the minimum described hereunder for their respective qualifications and/or duties advanced by:

- (1) At least one year of scale for each completed year of service in that grade and hospital; and
 - (2) At least one further year of scale for each completed year of service in the same branch of science in that grade in any other hospital or hospitals.
- (ii) In determining an employee's classification due allowance also shall be made for any post graduate experience.
- (c) Hospital Scientists who hold or are qualified to hold a degree, diploma or other qualification, as shown hereunder shall not be classified below the respective year of scale in this grade, as follows, with advancement as provided for in subclause (ii) of this clause.
 - Bachelor's Degree (3 year course) - 1st year;
 - Bachelor's Degree with Honours (3 year course); Bachelor's degree (4 year course) - 2nd year.
 - Bachelor's Degree with Honours (4 year course); diploma or Bachelor's degree with at least two years' experience concurrent with or after the last two years of the course, - 3rd year.
 - Master's Degree - 4th year;
 - Fellow of the Institute of Physics, and/or Fellow of the Australian Institute of Physics, Degree of Doctor of Philosophy - 6th year.

provided such degree with honours or such Master's Degree has been obtained in a subject relevant to the branch of science in which the employee is engaged.
- (d) Credentials Committee. A committee consisting of two representatives of the employer and two representatives of the Union shall be constituted to consider and recommend to the employer upon application by the Union or the relevant Health Service.
 - (i) The appointment of a new employee as a Senior Hospital Scientist (other than a Senior Hospital Scientist in charge of a laboratory or a section of a laboratory), or a Principal Hospital Scientist.
 - (ii) The promotion of an employee from Hospital Scientist to Senior Hospital Scientist.

3. On-Call

An employee required by the employer to be on call in any one 24 hour period shall be paid an allowance as set out in Table 2 – Allowances of this Appendix, for that period or any part thereof, provided that only one allowance shall be paid in any period of 24 hours.

4. Blood Counts

Every employee who works in close proximity to diagnostic and/or therapeutic X-Ray equipment or any other form of radio-active equipment or substance shall have a blood count carried out, free of charge, by the employer at least once in every period of three months including any such period of work.

Table 1 - Salaries

From 1 July 2017, minimum salaries will be calculated per the following table.

From 1 July 2018, minimum salaries will be calculated per the Health Professional and Medical Salaries (State) Award (NSW) as in force from time to time.

Classification	Rate per week from 1.7.2017 \$
HOSPITAL SCIENTISTS / MEDICAL TECHNOLOGISTS	
CHIEF HOSPITAL SCIENTIST	
If sole Hospital Scientist in a hospital or in-charge of other Hospital Scientists or trainees at Hospitals having an A.D.A. of occupied beds of:	
Less than 200 ADA.	
1st year	2,153.50
2nd year	2,213.00
3rd year and thereafter	2,288.80
ALLOWANCE	
Provided that where a Chief Hospital Scientist is the holder of a Fellowship of the Australian Institute of Medical Technology shall be paid an allowance of:	
Fellowship of A.I.M.T. (p/week)	58.80
SENIOR HOSPITAL SCIENTIST (senior medical technologist in-charge of section)	
1st year	1,827.10
2nd year	1,888.10
3rd year and thereafter	1,940.70
HOSPITAL SCIENTIST (MEDICAL TECHNOLOGIST)	
1st year	1,172.60
2nd year	1,216.40
3rd year	1,291.40
4th year	1,379.80
5th year	1,475.00
6th year	1,569.10
7th year	1,645.40
8th year	1,698.50

HOSPITAL SCIENTIST (SCIENTIFIC OFFICER)	
1st year	1,172.60
2nd year	1,216.40
3rd year	1,291.40
4th year	1,379.80
5th year	1,475.00
6th year	1,569.10
7th year	1,645.40
8th year & thereafter	1,698.50
SENIOR OR CHIEF HOSPITAL SCIENTIST (senior scientific officer)	
1st year	1,827.10
2nd year	1,888.10
3rd year	1,940.70
4th year	2,153.30
5th year	2,213.20
6th year	2,288.30
7th year	2,357.90
8th year & thereafter	2,417.20
ALLOWANCES	
<p>Provided that a Senior Hospital Scientist shall not progress beyond the salary prescribed for the third year of the scale unless such officer holds a post-graduate degree in Science at least equivalent to the degree of Master of Science of an approved university or has been admitted as a Member of the Australian Association of Clinical Biochemists or holds such qualifications as are deemed equivalent.</p>	
<p>Provided further that any Senior Hospital Scientist in receipt of the fourth year of service rate and above or Principal Hospital Scientist who holds the degree of Master of Science or is a Fellow of the Australian Institute of Medical Laboratory Scientists or holds appropriate equivalent qualifications shall be paid the following allowance:</p>	
Senior/Principal H.S. Master of Science (p/wk)	62.60
TRAINEE HOSPITAL SCIENTIST	
1st year	634.30
2nd year	686.20
3rd year	789.40
4th year	904.70

5th year	1,017.80
6th year	1,121.00
<p>The Commencing salary of the Trainee Hospital Scientist who on appointment has completed part of a degree course shall be fixed having regard to that part of the course that has been successfully completed.</p> <p>Provided that each year of full-time or part-time study for an appropriate degree combined with employment as a Trainee Hospital Scientist shall be considered for salary purposes as the equivalent of one year's service in the Trainee Hospital Scientist scale.</p>	
<p>SENIOR OR CHIEF HOSPITAL SCIENTIST IN-CHARGE OF LAB</p>	
<p>Less than 200 ADA</p>	
1st year	2,153.30
2nd year	2,213.20
3rd year	2,288.30

Table 2 – Allowances

Allowance	Rate from 1.7.2017 \$
On call – per 24 hours or part thereof	11.90

Appendix 9 - Other Health Professionals

1 Definitions

Complex professional work denotes work which includes various tasks involving different processes and methods that may be unrelated. It depends on analysis of the subject, phase or issues involved in each assignment and the appropriate course of action may have to be selected from the many alternatives. The work involves conditions and elements that must be identified and analysed to discern interrelationships.

Critical professional work means a cornerstone or fundamental decision, requiring the exercise of sound professional judgement of the effects of a decision within a particular professional field.

Employer means the NIHRACS.

Heads of Departments are responsible for leading, directing and administering a department and the supervision of staff that work within the department. The staff supervised may include other health professionals and technical and support staff. Heads of Department may have responsibilities across a number of facilities/sites within a Local Health District.

Health professional for the purposes of this Appendix includes employees who possess, as a minimum, a relevant bachelor degree or equivalent qualification, and who are involved in one or more of the following:

- provision of direct clinical and/or professional services to patients
- planning, co-ordination or evaluation of the delivery of clinical or professional services
- provision of professional supervision or consultation to other health professionals
- provision of professional education services to other health professionals
- management of clinical or professional services providing direct services to patients.
- Health professional classifications covered by this Appendix are listed at Schedule A.

Novel professional work encompasses work requiring a degree of creativity, originality, ingenuity and initiative and of a type not normally undertaken in a department or organisational unit within a department. The term may refer to the introduction of a new technology or process used elsewhere.

Professional judgement involves the application of professional knowledge and experience in defining objectives, solving problems, establishing guidelines, reviewing the work of others, interpreting results and providing and assessing advice or recommendations and other matters which have an element of latitude or decision making.

Professional knowledge includes the knowledge of principles and techniques applicable to the profession. It is obtained during the acquisition of professional qualifications and relevant experience.

Professional supervision refers to supervision given to subordinate health professionals from the same discipline, which requires the exercise of professional judgement and consists of:

- setting guidelines for the work of the health professional
- suggesting approaches to the conduct of professional work

- solving technical problems raised by subordinate health professionals
- reviewing and sometimes checking the work of other health professionals.

Union means the Health Services Union NSW.

2 Classification of Health Professionals

Health professional positions will be classified according to the criteria set out at Schedule B of this Appendix.

4 Qualifications

The minimum qualification requirements for each health professional classification are set out at Schedule C of this Appendix.

5 Salaries

- (a) Full time employees shall be paid the salaries as set out in Table 1 of this Appendix.
- (b) Minimum commencing salaries at Level 1 are as follows:
 - (i) employees who hold an appropriate degree, or other approved equivalent qualification, requiring three years of full time study shall commence on the Level 1, Year 1 salary
 - (ii) employees who hold an appropriate degree, or other approved equivalent qualification requiring more than three years' full time study shall commence on the Level 1, Year 2 salary.
 - (iii) employees who have completed an undergraduate degree and a Masters degree, or other approved equivalent qualifications requiring more than four years of combined full time study shall commence on the Level 1, Year 3 salary.
- (c) Salary progression within Levels 1 - 6 will occur following 12 months' satisfactory service.

6 Sole Practitioner Allowance

- (a) The sole practitioner allowance is payable to positions at Level 1 or Level 2 where position occupants:
 - are the only practitioner of their discipline at the site; and
 - are required to exercise independent professional judgement on a day to day basis without ready face to face access to another like professional who has expertise and knowledge relevant to the sole practitioner's discipline for the purpose of providing informal consultation, assistance and advice; or
 - undertakes administrative or other related responsibilities that would otherwise not be expected of a Level 1 or Level 2 position.
- (b) The sole practitioner allowance is equal to the difference between the maximum Level 2 salary and the minimum Level 3 salary. The current allowance is set out at Table 2 of this Appendix.

7 Expanded Scope of Practice

Should a profession within the coverage of this Appendix incorporate an expanded scope of practice, the parties agree to discuss the impact of this on the classification structure.

8 Translation Arrangements

- (a) The translation to the new structure for health professionals covered by this Appendix will be undertaken utilising the following basic principles.
- (b) Anniversary/incremental date of employees will be retained.
- (c) Relevant years of service will be counted toward placement on the new salary scale.
- (d) Employees will be placed into a position in the new structure that is most reflective of their current duties and responsibilities.
- (e) Any disputes should be resolved using the process outlined in clause xx of this Agreement.

9 Personal Regrading

- (a) Health professionals at Level 2 may make application to the employer for personal progression to a Senior Clinician Level 3. A Senior Clinician Level 3 may make such an application to progress to Level 4.
- (b) An application for personal regrading will need to demonstrate that the health professional is consistently working at a level and undertaking duties that are equivalent to the Level and role being applied for. The applicant must be able to demonstrate that the claimed expertise is being utilised and there is a positive impact on services arising from the work of the applicant.
- (c) Such applications must be provided to the direct line manager of the health professional. Applications must be commented upon, including whether it is supported or not and the reasons why, by the direct line manager and another relevant senior professional in the discipline e.g. Area Advisor.
- (d) The application will then be forwarded to Human Resources, who deals with the application on the basis of the information and professional input provided as part of the application, or by Human Resources seeking additional professional input on the application, if this is seen as necessary.
- (e) Human Resources will then make a recommendation on the application to the employer, or approved delegate, for final decision. The delegate must be provided with all relevant information on the application.
- (f) The date of effect of any approved personal regrading will be the first full pay period on or after the date the application was initially provided to their direct line supervisor.
- (g) If an application is declined by the employer, the health professional is to receive written advice at the time of being notified that their application was declined and the grounds and reasons for the decision.
- (h) If the health professional wishes to pursue their application, the matter will be referred to a peak level (state-wide) Health Professional Regrading Committee, to be established in consultation between the employer and Union. Such a Committee will

meet on a regular or needs basis to consider any such personal regrading applications from across the state and subsequently make recommendations to the relevant approved delegate of the employer.

- (i) Any disputes that arise regarding personal regrading applications may be dealt shall be managed using the dispute resolution term of this agreement.
- (j). Personal gradings will not automatically transfer with a health professional should they be successful in gaining employment in a position within NSW Health. The transferability of a personal grading must be raised by the health professional as part of the selection process and addressed by the selection panel with the panel making a specific recommendation on transferability. The employer, or approved delegate, will determine whether or not the personal grading will transfer.

10 On Call

A Physiotherapists, Occupational Therapists and Speech Pathologists

- (a) This clause applies only to staff classified as Physiotherapists, Occupational Therapists and Speech Pathologists under this Agreement.
- (b) An “on call period” is a period during which an employee is required by the employer to be on call.
- (c) For the purposes of calculation of payment of on-call allowances and for call back duty, an on call period shall not exceed 24 hours.
- (d) An employee shall be paid for each on call period, at the option of the employer, either an allowance per on call period or an on call allowance per week. The on call allowances are set out in Table 2 - Allowances of this Appendix.

B Social Workers and Sexual Assault Workers

- (a) This clause applies only to staff classified as Social Workers and Sexual Assault Workers under this Agreement.
- (b) An “on call period” is a period during which an employee including part-time employees is required by the employer, to be on call in accordance with subclause (c) of this clause.
- (c) Employees, including part-time employees, rostered to be “on call” and to provide a telephone counselling service during period of such “on call” shall be entitled to payment at the rate of one-third of the employee’s normal pay for each hour of performing the above duty, provided that there shall be a maximum payment in respect of each “on call” period of two and one-half hours’ pay. Provided that “on call” periods -
 - (i) which commence on or after 9.00am Saturday and finish on or before 9.00am Monday should not exceed 12 hours;
 - (ii) which commence on or after 9.00am Monday and finish on or before 9.00am Saturday should not exceed 16 hours; and
 - (ii) where “on call” periods outlined in paragraphs (i) and (ii) of this clause exceed the maximum allowed therein then such period in excess shall attract additional payment at the rate outlined in this subclause to a maximum of two and one-half hours’ pay.

C Social Workers and Sexual Assault Workers

- (a) This clause applies only to staff classified as Social Workers and Sexual Assault Workers under this Agreement.
- (b) "Call out" is the period over which an employee including part-time employees is required by the employer to return to duty. For the purpose of this definition, call out shall only apply to on call and unrostered time periods.
- (c) Employees including part-time employees who are recalled to duty outside normal hours shall be paid a minimum of three hours at the appropriate overtime rate for each recall to duty subject to:
 - (i) Where an employee is recalled to duty more than once in any one day, and the second or subsequent recalls commence within the period of the preceding recall for which payment would have been made under the minimum payment provision, payment for such recalls shall be made as follows:
 - (1) A minimum payment as for three hours' work at the appropriate overtime rate shall be made in respect of the last recall.
 - (2) Payment shall be calculated as if the employee had been continuously engaged on overtime from the commencement of work on the first recall until the expiry of the period in (1) above or completion of the work for which he/she had been recalled on the last occasion, whichever is the later.
 - (ii) Where an employee is recalled to duty more than once in any one day, and the second or subsequent recall does not commence within the period for which payment will be made under the minimum payment provision, the minimum payment for each such recall shall be as for three hours' work at the appropriate overtime rate.

An employee, including part-time employees, where recalled to work as prescribed in subclause (b) of this clause shall be paid all fares and expenses reasonably incurred in travelling to and from his/her place of work.

Where employees are recalled to work as prescribed in subclause (b) of this clause the employee shall have at least eight consecutive hours off duty between the work on successive days. If, on the instructions of the employer such employee resumes or continues work without having had such eight consecutive hours off duty the employee shall be paid at double rates until the employee is released from duty for such period and the employee then shall be entitled to be absent until the employee has had eight consecutive hours off duty without loss of pay for ordinary working time occurring during such absence.

Schedule A – Health Professional Classifications

Audiologist
Art Therapist
Counsellor
Dietitian
Diversional Therapist
Exercise Physiologist
Genetic Counsellor
Music Therapist
Occupational Therapist
Orthoptist
Orthotist/Prosthetist
Physiotherapist
Play Therapist
Podiatrist
Sexual Assault Worker
Social Worker
Speech Pathologist
Welfare Officer

Provided that additional classifications that the Union has constitutional coverage for may be added to this list as agreed between the Union and the Employer.

Schedule B – Classification of Health Professional Positions

Level 1

Health professionals employed at Level 1 are newly qualified employees. Health professionals at this level are beginning practitioners who are developing their skills and competencies.

Level 1 staff are responsible and accountable for providing a professional level of service to the health facility.

Level 1 staff work under discipline specific professional supervision. Level 1 staff exercise professional judgement commensurate with their years of experience, as experience is gained, the level of professional judgement increases and direct professional supervision decreases.

Level 1 staff participate in quality activities and workplace education.

After working as a health professional for 12 months, Level 1 staff may be required to provide supervision to undergraduate student on observational placements and to work experience students.

Commencing rates for Level 1 staff are prescribed in Clause 5 of this Appendix (Salaries).

Level 2

Progression to Level 2 from Level 1 is automatic following completion of 12 months' satisfactory service at the Level 1 Year 4 salary step.

Level 2 health professionals are expected to have obtained respective new practitioner competencies and to perform duties in addition to those at Level 1.

Health professionals at this level are competent independent practitioners who have at least 3 years' clinical experience in their profession and work under minimal direct professional supervision.

Positions at this level are required to exercise independent professional judgement on routine matters. They may require direct professional supervision from more senior staff members when performing novel, complex or critical tasks.

Level 2 staff may be required to supervise Level 1 health professionals and technical and support staff as required.

Level 2 health professionals may be required to teach and supervise undergraduate students, including those on clinical placements.

Positions at this level assist in the development of policies, procedures, standards and practices, participate in quality improvement activities and may participate in clinical research activities as required.

Sole Practitioner Allowance

The sole practitioner allowance is only payable in the circumstances prescribed in Clause 6 of this Appendix (Sole Practitioner Allowance).

Levels 3 and 4

Positions at Levels 3 and 4 may have a clinical, education or management focus or may have elements of all three features.

Health professionals working in positions at Levels 3 and 4 are experienced clinicians who possess extensive specialist knowledge or a high level of broad generalist knowledge within their discipline. Level 3 and 4 staff demonstrate advanced reasoning skills and operate autonomously with minimum direct clinical supervision. Level 3 and 4 staff provide clinical services to client groups and circumstances of a complex nature requiring advanced practice skills. They are able to apply professional knowledge and judgement when performing novel, complex or critical tasks specific to their discipline.

Staff at this level are expected to exercise independent professional judgement when required in solving problems and managing cases where principles, procedures, techniques and methods require expansion, adaptation or modification.

Level 3 and 4 staff have the capacity to provide clinical supervision and support to Level 1 and 2 health professionals, technical and support staff. Level 3 and 4 staff are involved in planning, implementing, evaluating and reporting on services. Level 3 and 4 staff identify opportunities for improvement in clinical practice, develop and lead ongoing quality improvement activities with other staff.

The expertise, skills and knowledge of a Level 3 or 4 health professional is such that they may have the responsibility of a consultative role within their area(s) of expertise. Level 3 and 4 staff may also conduct clinical research and participate in the provision of clinical in-service education programs to staff and students.

Level 3 and 4 staff may be required to manage specific tasks or projects.

Roles that may be undertaken at Levels 3 and 4 include, but are not limited to, the following:

Senior Clinician

The employer will establish Senior Clinician positions at Level 3 or Level 4 as it deems appropriate based on the needs of the service.

Health professionals at Level 2 may also make application to the employer for personal progression to a Senior Clinician Level 3. A Senior Clinician Level 3 may make such an application to progress to Level 4. Such personal progression will be via the process prescribed in Clause 13 of this Appendix (Personal Regrading).

Senior Clinician Level 3

Level 3 Senior Clinicians include the following:

A health professional who has a recognised clinical specialty within their discipline and works in an area that requires high levels of clinical expertise and knowledge in that specialty.

A health professional with generalist skills who would usually work in a regional or rural area and would possess high level clinical skills enabling them to work across a range of clinical areas within their discipline.

A Level 3 Senior Clinician may have an operational/supervisory role in a small facility. This would be under the direction of a Department Head with responsibilities across a zone, region or cluster.

Senior Clinician Level 4

In addition to applying high level clinical skills as expected for a Senior Clinician, Level 4 Senior Clinicians may be specialists or generalists as follows:

A Level 4 Senior Clinician's expertise in their area of specialty is such that they provide a consultancy service in their speciality area across an Area, geographic region or clinical network.

A Level 4 Senior Clinician's breadth of knowledge and expertise in general practice is such that they provide a consultancy service on a range of clinical areas within their discipline across an Area, geographic region or clinical network. A generalist Level 4 Senior Clinician would usually work in a rural or regional area.

Level 4 Senior Clinicians provide advice to service managers on clinical service delivery development, practice and redesign. A Level 4 Senior Clinician will have the ability to assist and provide guidance to service managers in the development of clinical services in response to demand and client needs. Level 4 Senior Clinicians make a contribution to education activities related to their area of expertise.

Deputy Department Head

Deputy to a Department Head at Level 5 as well as maintaining a clinical load - Level 3.

Deputy to a Department Head at Level 6, as well as maintaining a clinical load - Level 4.

Whilst the criteria for a Deputy Department Head will generally rely upon the Level of the Department Head, this does not preclude the employer from taking into account other aspects or demands of the role required including a significant variance between the actual number of staff supervised to the FTE figure, organisational complexity, range and scope of duties and other responsibilities to be undertaken.

Unit Head or Team Leader

A unit head or team leader is responsible for the leadership, guidance and line management of a multi-disciplinary clinical unit or specialist team that may work across a geographic region, zone or clinical network. The work involves supervision of other health professionals or other technical and support staff as well as a clinical load.

- Up to 5 other full time equivalent health professionals or other technical or support staff providing clinical input - Level 3
- More than 5 - 10 other full time equivalent health professionals or other technical or support staff providing clinical input - Level 4

The criteria for a unit head or team leader will generally rely upon the number of full time equivalent (FTE) health professionals or other technical or support staff supervised, although this does not preclude the employer from taking into account other aspects or demands of the role required including a significant variance between the actual number of staff supervised to the FTE figure, organisational complexity, range and scope of duties and other responsibilities to be undertaken.

Department Head (Level 4)

Where the department contains up to 5 full time equivalent health professionals or other technical or support staff providing clinical input Department Heads at Level 4 are also required to maintain a clinical load

The criteria for a Department Head will generally rely upon the number of full time equivalent (FTE) health professionals or other technical and support staff within a department. This does not preclude the employer from taking into account other aspects or demands of the role required including a significant variance between the actual number of staff managed to the FTE figure, organisational complexity, range and scope of duties and other responsibilities to be undertaken.

Student Educator - (Level 4)

A student educator is responsible for the discipline specific clinical supervision, teaching and co-ordination of educational activities for students on clinical placements within one or more health facilities. This involves liaison with education providers regarding educational outcomes of the clinical placement and student education and placement quality evaluation within an area, region, network or zone. The work may include contributing to discipline workforce research or clinical placement improvement initiatives.

A student educator may also be required to undertake research into adult education principles, models of best practice in training and education and training program development as required, in order to support and improve the delivery of training to students.

The student educator may also have a clinical load.

Levels 5 and 6

Positions at Levels 5 and 6 may have a clinical, education or management focus or may have elements of all three features.

Positions at Levels 5 and 6 deliver and/or manage and direct the delivery of services in a complex clinical setting.

Staff at this level perform novel, complex and critical discipline specific clinical work with a high level of professional knowledge and by the exercise of substantial professional judgement.

Health professionals at this level would undertake work with significant scope and/or complexity and/or undertake professional duties of an innovative, novel and/or critical nature without direction.

Work is usually performed without direct supervision with a discretion permitted within the boundaries of broad guidelines to achieve organisational goals.

Roles that may be undertaken at Levels 5 and 6 include, but are not limited to, the following:

Department Head

Department Heads at these levels may also be required to maintain a clinical load

Where the department contains more than 5 - 15 other full time equivalent health professionals or other technical and support staff providing clinical input - Level 5

Where the department contains more than 15 - 25 other full time equivalent health professionals or other technical and support staff providing clinical input - Level 6

The criteria for a Department Head will generally rely upon the number of full time equivalent (FTE) health professionals or other technical and support staff within a department. This does not preclude the employer from taking into account other aspects or demands of the role required including a significant variance between the actual number of staff managed to the FTE figure, organisational complexity, range and scope of duties and other responsibilities to be undertaken.

Deputy Department Head

Deputy to a Department Head at Level 7, Grade 1, as well as maintaining a clinical load - Level 5

Deputy to a Department Head at Level 7, Grade 2, as well as maintaining a clinical load - Level 6.

The criteria for a Deputy Department Head will generally rely upon the Level of the Department Head. This does not preclude the employer from taking into account other aspects or demands of the role required including a significant variance between the actual number of staff managed to the FTE figure, organisational complexity, range and scope of duties and other responsibilities to be undertaken.

Unit Head or Team Leader

A unit head or team leader is responsible for the leadership, guidance and line management of a multi-disciplinary clinical unit or specialist team that may work across a geographic region, zone or clinical network. The work involves supervision of other health professionals or technical or support staff as well as a clinical load.

More than 10 - 20 other full time equivalent health professionals or other technical or support staff providing clinical input - Level 5

More than 20 - 30 other full time equivalent health professionals or other technical or support staff providing clinical input - Level 6

The criteria for a unit head or team leader will generally rely upon the number of full time equivalent health professionals or other technical or support staff supervised, although this does not preclude the employer from taking into account other aspects or demands of the role required including a significant variance between the actual number of staff managed to the FTE figure, organisational complexity, range and scope of duties and other responsibilities to be undertaken.

Health Professional Educator (Level 5)

This position facilitates learning and professional development for health professionals, technical and support staff. The Health Professional Educator may work across a geographic region, zone or clinical network. The Health Professional Educator is responsible for the design, development, delivery and evaluation of education programs including continuing professional education, new graduate orientation and general staff development courses. The role may also entail instructional design and research into education best practice to support ongoing learning and development of clinical staff.

Clinical Specialist (Level 6)

Discipline specific clinical specialists are recognised as experts in their field at an advanced level of clinical expertise and practice.

This advanced level of expertise will be demonstrated by the fact that the health professional:

- has extensive experience in their field of expertise; and
- is actively contributing to their clinical field of expertise by presenting papers at conferences and contributing to peer reviewed journals

A clinical specialist will possess

- clinically relevant post graduate qualifications; or
- have gained peer recognition by a panel of discipline colleagues, professional association or professional registration body in the relevant clinical speciality area; or
- a substantive academic conjoint appointment.

In recognition of their superior clinical expertise, a position at this level is responsible for quality assurance, development of better practice and clinical research within a facility and is actively involved in teaching staff and students in their field of expertise. The clinical specialist also has responsibility for education support to other clinicians in the management of patients requiring ongoing specialist treatment in a geographic network, region or zone. Clinical specialists will also participate on relevant high level committees. A clinical specialist can also undertake, dependent on workloads, specific supervisory, management or educative roles.

Schedule C – Qualification Requirements

Audiologist

Must hold a Masters degree in clinical audiology which provides eligibility for full membership of the Audiological Society of Australia, or other qualification deemed equivalent by the employer.

Art Therapist

Must hold a Masters degree in art therapy which provides eligibility for professional membership of the Australia and New Zealand Art Therapy Association, or other qualification deemed equivalent by the employer.

Counsellor

Must hold as a minimum a bachelor degree in counselling or a related field, or other qualification deemed equivalent by the employer.

Dietitian

Must hold a bachelor or post graduate degree in nutrition and dietetics that provides eligibility for full membership of the Dietitians Association of Australia, or other qualification deemed equivalent by the employer.

Diversional Therapist

Must hold a health science or applied science bachelor degree in leisure, recreation or diversional therapy recognised by the Diversional Therapy Association of Australian National Council, or other qualification deemed equivalent by the employer.

Exercise Physiologist

Must hold a bachelor degree in exercise and sports science, or other qualification deemed equivalent by the employer.

Genetics Counsellor

Must have an undergraduate degree in a non-nursing, non-medical discipline and in addition hold a post graduate qualification in genetic counselling or have attained Part I certification in genetics counselling from the Human Genetics Society of Australasia.

Music Therapist

Must hold as a minimum a bachelor or post graduate degree in music therapy which provides eligibility for registration with the Australian Music Therapy Association, or other qualification deemed equivalent by the employer.

Occupational Therapist

Must hold qualifications recognised for registration with the Occupational Therapy Board of Australia.

From 1 July 2012, must hold general registration with the Occupational Therapy Board of Australia.

Orthoptist

Must hold as a minimum a bachelor or post graduate degree in Orthoptics which provides eligibility for registration with the Australian Orthoptic Board, or other qualification deemed equivalent by the employer.

Orthotist/Prosthetist

Must hold as a minimum a bachelor degree in prosthetics and/or orthotics which provides eligibility for membership of the Australian Orthotic Prosthetic Association, or other qualification deemed equivalent by the employer.

Physiotherapist

Must hold qualifications recognised for registration with the Physiotherapy Board of Australia.

Must hold general registration with the Physiotherapy Board of Australia

Play Therapist

Must hold a bachelor of early childhood, primary teaching or a related field that includes two years' study in child development, or other qualification deemed equivalent by the employer.

Podiatrist

Must hold qualifications recognised for registration with the Podiatry Board of Australia

Must hold general registration with the Podiatry Board of Australia

Sexual Assault Worker

Must hold as a minimum a bachelor degree in a relevant field such as counselling or other qualification deemed equivalent by the employer.

Social Worker

Must hold as a minimum a bachelor degree in social work which provides eligibility for membership of the Australian Association of Social Workers, or other qualification deemed equivalent by the employer.

Speech Pathologist

Must hold a bachelor or post graduate degree in speech pathology which provides eligibility for membership of Speech Pathology Australia, or other qualification deemed equivalent by the employer.

Welfare Officer

Must hold a minimum of a bachelor degree in a relevant field e.g. community welfare, or other qualification deemed equivalent by the employer.

Table 1 - Salaries

From 1 July 2017, minimum salaries will be calculated per the following table.

From 1 July 2018, minimum salaries will be calculated per the NSW Health Service Health Professionals (State) Award (NSW) as in force from time to time.

LEVEL	YEAR OR GRADE	Rate per annum at 1.7.2017 \$
Level 1	Year 1	61,173
	Year 2	63,476
	Year 3	67,388
	Year 4	72,018
Level 2	Year 1	76,987
	Year 2	81,871
	Year 3	85,855
	Year 4	88,627
Level 3	Year 1	95,325
	Year 2	98,516
Level 4	Year 1	103,441
	Year 2	106,026
Level 5	Year 1	111,329
	Year 2	114,113
Level 6	Year 1	119,769
	Year 2	122,813

Table 2 - Allowances

From 1 July 2017, the minimum allowance will be calculated per the following table.

From 1 July 2018, the minimum allowance will be calculated per the NSW Health Service Health Professionals (State) Award (NSW) as in force from time to time.

Allowance	Rate from 1.7.2017 \$
Sole Practitioner Allowance (Per annum)	6,698.40
On Call (Clause 10 of this Appendix) - Per Period	9.00
Per Week	44.40

Appendix 10 - Technical Assistants

The following classifications and weekly rates of pay apply to employees of NIHRACS or the NSW Health Service employed in and/or paid against such classifications from 1 July 2017. These weekly rates of pay are to be replaced by rates of pay in any *Technical Assistant Grade 1 Determination (NSW)* that comes into force after the commencement of this Agreement:

Technical Assistant Grade 1 means a person appointed as such who is wholly or substantially engaged in assisting a physiotherapist, occupational therapist or dietician with routine professional activities.

- Year 1 - \$936.00
- Year 2 - \$954.70
- Year 3 and thereafter \$976.40

Appendix 11 - Health Managers

1 Definitions

Employee means a person employed by NIHRACS performing duties as set out in the six level classification structure in Table 2 - Classification Levels.

Employer and Health Service means NIHRACS.

Hospital means a public hospital as defined in section 15 of the *Health Services Act 1997* (NSW) (NI).

Service means service as an employee with the employer both before or after the commencement of this Appendix.

Union means the Health Services Union NSW.

Weekly rates will be ascertained by dividing an annual amount by 52.17857 or vice versa to obtain an annual rate from a weekly rate.

2 Salary Bands

- (a) Employees shall be paid not less than the minimum salaries shown in Table 1 - Salaries.
- (b) Persons who commence employment in accordance with one of the Work Level Statements will be allocated to the level described by the Work Level Statement and paid an initial salary equal to the minimum of the salary band for the relevant level, provided that a higher initial salary may be offered to an individual employee on merit.
- (c) If a global salary movement to classifications covered by this Appendix causes an employee to exceed the upper limit of a salary band, the excess above such upper limits will be paid as a personal allowance.

3 Classification Levels

Employees shall be graded and perform the duties within a classification level as set out in Table 2-Classification Levels, and paid within the appropriate salary band as set out in Table 1-Salaries.

Table 1 - Salaries

From 1 July 2017, the minimum salaries will be calculated per the following table.

From 1 July 2018, the minimum salaries will be calculated per the Health Managers (State) Award (NSW) as in force from time to time.

Classification		Rate per annum from 1.7.2017 \$
Level 1	From	70,820
	To	95,267
Level 2	From	93,099
	To	110,422
Level 3	From	108,255
	To	123,411
Level 4	From	121,246
	To	145,063
Level 5	From	142,897
	To	160,221
Level 6	From	156,827
	To	171,577

Table 2 - Classification Levels

Level	Title	Description of Work	Skills and Attributes
1	Health Manager	<ul style="list-style-type: none"> • Responsible for managing hospitals and other facilities that provide basic routine and emergency health care for customers which may include multiple sites and services; or • Responsible for providing support services for the management of hospitals and other larger facilities which may include multiple services and sites; or • Responsible for providing support for the management of human resources and/or financial and/or administrative and/or hotel and/or clinical services for hospitals which provide a wide range of specialised services for customers and/or Health Services. <p>Staff at this level are accountable for ensuring funds are expended according to approved budgets and for ensuring targets are met.</p> <p>Staff are responsible to provide regular feedback and appraisal regarding the performance of staff.</p> <p>Staff are responsible for maintaining effective relationships with Health Service to ensure Health System’s priorities are met.</p> <p>Staff at this level assist with the development and implementation of policies, procedures, standards and practices for the hospital or Health Service.</p> <p>Staff are responsible and accountable for providing a professional level of services to the Hospital(s) or Health Service or oversee the management of aspects of services and the staff.</p>	<p>Management</p> <ul style="list-style-type: none"> • Understanding and commitment to the Health Systems priorities; • Capacity to direct all operational facets based on strategic and business plans; • Ability to ensure budget targets are met. • Capacity to undertake performance appraisal of staff and ability to develop performance measures. • Effective communication and interpersonal skills. <p>Support:</p> <ul style="list-style-type: none"> • Assist with the development and implementation of policies, procedures, standards and practices. • Able to meet pre-determined targets and deadlines. • Ability to be flexible and adapt work practices to suit circumstances.

Level	Title	Description of Work	Skills and Attributes
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2	Health Manager	<p>Jobs at this level have greater responsibilities than those at Level One and are:</p> <ul style="list-style-type: none"> • Responsible for managing hospitals and larger facilities that provide a wide range of health care services with some sub-speciality services for customers which may include multiple services and sites; or • Responsible for providing support services for the management of large hospitals which include multiple services and sites; or • Responsible for providing support and in some cases managing human resource and/or financial and/or administrative and/or hotel and/or clinical services for hospitals which provide a wide range of specialised services for customers and/or Health Services. <p>Staff at this level are accountable for allocation and/or expenditure or resources and ensuring targets are met.</p> <p>Staff are responsible for ensuring optimal budget outcomes for their customers and communities.</p> <p>Staff are responsible for providing regular feedback and appraisals for senior staff to improve health outcomes for customers and for maintaining a performance management system.</p> <p>Staff are responsible for providing support for the efficient, cost effective and timely delivery of services.</p>	<p>The skills and attributes at this level are greater than those at Level One and include:</p> <p>Management:</p> <ul style="list-style-type: none"> • High level of leadership; communication and Interpersonal skills. • Capacity to exercise creative and entrepreneurial solutions to improve productivity and effectiveness for customers. • Proven negotiation and delegation skills. • Ability to motivate and co-ordinate staff. <p>Support:</p> <ul style="list-style-type: none"> • Ability to provide input, interpret, monitor and evaluate policies, procedures and standards for customers. • Capacity to design strategic and business objectives. • Ability to develop performance measures.
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Level	Title	Description of Work	Skills and Attributes
3	Health Manager	<p>Jobs at this level have greater responsibilities than those at Level Two and are:</p> <ul style="list-style-type: none"> Responsible for managing hospitals which provide a wide range of health care services with some specialities which include multiple sites and services; or Responsible for providing support services for the management of large complex hospitals or groups of hospitals; or Responsible for management and in some cases support in human resources and/or financial and/or administrative and/or clinical services in tertiary teaching hospitals and/or Health Services. <p>Staff at this level are responsible for reviewing senior staff performances through regular appraisal to improve health outcomes for patients and for maintaining a performance management system.</p> <p>Staff are responsible to maintain effective relationships and communication with Area Health Service to ensure that corporate goals and priorities of the Health System are met.</p> <p>Staff are responsible to maintain effective relationships and communication with Health Services to ensure that corporate goals and priorities of the Health System are met.</p> <p>Staff at this level are responsible for providing timely delivery of services and are accountable to the appropriate Executive</p>	<p>The skills and attributes at this level are greater than those at Level Two and include:</p> <p>Management:</p> <ul style="list-style-type: none"> Excellent leadership, communication and Interpersonal skills. Highly developed and effective management skills. Ability to develop, monitor and reach predicted outcomes to strategic and business plans. Highly developed and effective negotiation and delegation skills. Proven capacity to manage multi-disciplinary groups. <p>Support:</p> <ul style="list-style-type: none"> Ability to make judgements and have sole delegated responsibility to approve changes in standards, practices, policies and procedures. Highly developed negotiation and delegations skills.

Level	Title	Description of Work	Skills and attributes
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4	Health Manager	<p>Jobs at this level have greater responsibilities than those at Level Three, are accountable through performance agreements and are:</p> <ul style="list-style-type: none"> • Responsible for managing hospitals which provide a wide range of Specialist services for customers which include multiple sites and services; or • Responsible for management of human resource and/or financial and/or administrative and/or clinical services in Health Services. <p>Staff are responsible for ensuring optimal health outcomes within budget for their customers and communities.</p> <p>Staff are accountable for allocating resources and ensuring budgets are effectively met. Staff are responsible for developing appropriate strategies to manage budget changes in a timely manner.</p> <p>Staff at this level are required to make complex judgements and make appropriate changes in standard practices, policies and procedures.</p> <p>Staff at this level are expected to develop/implement strategic business plans and ensure budgets are allocated and targets met.</p>	<p>The skills and attributes at this level are greater than those at Level Three and include:</p> <ul style="list-style-type: none"> • System-wide view of health care provision and management to improve health outcomes for customers. • Excellent strategic planning and policy development skills. • Proven management expertise at a senior level. • Competent to make complex judgements and take initiatives through delegated responsibilities.
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Health Manager Level 5

Grading Characteristics, Skills and Attributes

(a) Authority and Accountability

- Freedom to operate within delegated authority, performance agreement, and Health Service policy
- Recommend service priorities
- Exercise judgement within delegations
- Formulate policy and deliver programs in line with performance agreement
- Involvement in the development of long-term strategies
- Report directly to a member of the area executive

- Budget management and responsibility for significant budget amount
 - or
 - Management of complex area service or unit, requiring specialist advice and input
 - Adherence to the Accounts and Audit and Determination for Health Services and all Statutory Requirements
- (b) Judgement and Problem-Solving
- Exercise judgement and problem solving in service policy areas (e.g. Mental Health, HR)
 - Frequent resolution of unusual and complex problems
 - Develop business strategies and business plans
 - Develop ideas, optional action plans, courses of action
 - Anticipate and resolve problems in a challenging and dynamic environment
 - Seek advice when there is no existing policy or precedent
 - Use of evidence-based decision-making to back up decisions
 - Sound ability to solve problems using innovative, creative solutions
 - High level of technical expertise
 - Provision of high level of expert advice and sound judgement
 - Independent decision-making; exercising independent judgement
 - Has a sound understanding of political and cross-Health Service issues and how they impact on the organisation
 - Actively develop strategic partnerships
- (c) Leadership and Management Skills
- Provide leadership, management and direction
 - Actively contributes to shaping the organisation's strategic plan
 - Ensures that the strategic plan is outcome-focussed, takes into account the short and
 - long-term priorities, and is achievable
 - Actively monitors progress towards the achievement of the strategic vision
 - Achieve set objectives
 - Resolve conflict
 - Address and prioritise competing demands
 - Lead and manage organisation change on a health service(s)-wide basis
 - Build appropriate organisation values and culture
 - Anticipate problems and develop contingency strategies to meet complex situations
 - Applies intellectual rigour to all aspects of their work
- (d) Personal and Interpersonal Skills
- Provide specialist advice
 - Lead persuade, motivate and negotiate at senior levels

- Ability to deal with people at all levels
 - Communicate and liaise effectively at all levels within the organisation
 - Spokesperson for area of responsibility (media, public)
 - Effective community liaison and communication
 - Effectively self-manages
 - Innovative and lateral thinker
 - Flexible and responsive
 - Supports a reflective learning/quality culture that enables both individuals and the organisation to develop
 - Articulates and promotes the organisation's vision and goals
 - Promotes an environment in which traditional ways of thinking are challenged and debate is encouraged
 - Provides effective role-modelling
 - Celebrates achievements and encourages innovation
- (e) Outcomes and Performance
- Formal personal agreement with CEO, Deputy CEO or Service Director / General Manager (KRAs)
 - Significant impact on service/hospital achievements and targets
 - Formal performance agreements with direct reports
 - Achievement of best practice
 - Monitoring and compliance with all professional standards
 - Responsible for health service(s)-wide service delivery

Health Manager Level 6

Grading Characteristics, Skills and Attributes

- (a) Authority and Accountability
- Able to make decisions assessing the 'measured risk'
 - Scope to use resources to reallocate resources to meet changing business needs prioritisation
 - Exercise judgement - in broad context
 - Accountable for policy and delivery of programs
 - Authorised to commit Health Service to course of action
 - Develop long-term strategies
 - Report directly to CEO or Deputy CEO, or Director Health Service Operations
 - Budget management and responsibility for a very significant and complex budget,
 - or
 - Responsibility for a complex inter/intra area health service unit
 - Adherence to the Accounts and Audit Determination for Health Services and all
 - Statutory Requirements
- (b) Judgement and Problem-Solving

- Develop organisation-wide strategic policy direction (e.g. Mental Health, HR)
 - Manage the resolution of unusual and complex systemic problems
 - Define business and strategic plans based upon current and future directions
 - Develop ideas and define action plans and courses of action
 - Resolve problems in a challenging and dynamic environment
 - Use of evidence-based decision-making to back up decisions
 - Demonstrated ability to anticipate and solve problems using innovative and creative solutions
 - High level of technical expertise
 - Highly regarded as an authority and provider of sound advice
 - High level independent decision-making
 - Has a sound understanding of political and cross-Health Service issues and how they impact on the organisation
 - Actively develops strategic partnerships
- (c) Leadership and Management
- Provide leadership, management and direction
 - Actively contributes to shaping the organisation's strategic plan
 - Ensures that the strategic plan is outcome-focussed, takes into account the short and long-term priorities, and is achievable
 - Actively monitors progress towards achievement of the strategic vision
 - Achieve objectives
 - Resolve conflict
 - Address and prioritise competing demands
 - Lead and manage complex organisational change on an inter/intra health service(s)-wide basis
 - Build appropriate organisation values and culture
 - Anticipate problems, consider and analyse highly complex issues, develop and implement contingency strategies
 - Ability to sell and successfully implement difficult decisions
 - Applies intellectual rigour to all aspects of their work
- (d) Personal and Interpersonal Skills
- Provide expert advice
 - Lead, persuade, motivate, negotiate at senior levels
 - Ability to deal with people at all levels
 - Spokesperson for area of responsibility (media, public)
 - Effective communication and community liaison
 - Effectively self-manages
 - Innovative and lateral thinker
 - Flexible and responsive

- Supports a reflective learning/quality culture that enables both individuals and the organisation to develop
 - Articulates and promotes the organisation's vision and goals
 - Promotes an environment in which traditional ways of thinking are challenged and debate is encouraged
 - Provides effective role-modelling
 - Celebrates achievements and encourages innovation
- (e) Outcomes and Performance
- Formal performance agreement with the CEO (KRAs)
 - Achievement of overall organisation targets; budget / service delivery / quality programs
 - Formal performance agreements with direct reports
 - Achievement of best practice
 - Monitoring and compliance with all professional standards
 - Responsibility for Health Service(s) - wide and intra Health Service delivery of service

Appendix 12 - Administrative Employees

1 Definitions and Work Level Statements

Employer and Health Service means the NIHRACS.

Hospital means a public hospital as defined in section 15 of the *Health Services Act 1997* (NSW) (NI).

Union means the Health Services Union NSW.

Work Level Statements - Employees will not be required to meet all conditions of the work level statements but will generally be expected to be carrying out the responsibilities contained within the descriptions.

Administration Officer -

Level 1

- These positions are established for undertaking routine clerical work, an employee at this level may be a trainee with no previous experience.
- Work is performed under close supervision requiring the application of basic skills and routines such as providing receptionist services, straight forward collating, collecting and distributing, carrying out routine checks by simple comparisons, maintaining basic records, mail procedures, obtaining or providing information about straight forward matters and routine user maintenance of office equipment.
- Work performed is within established routines, methods and procedures.
- The work which it is envisaged would come within this level would require the exercise of any one or more of the skills set out below:
- Operate personal computers, printing devices attached to personal computers, paging system, calculator.

Level 2

- Training of other employees may be required.
- Undertaking a range of operational and administrative tasks under general instruction and close supervision but with discretion in selecting the most appropriate method and sequence.
- Requires knowledge of specific procedures and regulations.
- The exercising of basic judgment is required, although problems encountered are of a simple nature with solutions found by reference to established methods and procedures.
- The work which it is envisaged would come within this level would involve a range of activities requiring the use of numeric, written and verbal communication, and other work skills appropriate to the tasks and responsibilities.
- In addition to other pay office duties performs the actual calculation of salaries.

Level 2A

- This level of Administrative officer is required to provide a secretarial service to a Department, etc., of a hospital or to an individual officer or officers, including arranging

travel bookings and itineraries, make appointments, screen telephone calls, follow visitor protocol procedures, establish telephone contact on behalf of Officer/s. The Administrative officer may be required to take shorthand notes at 100 w.p.m. and transcribe accurately from those notes and/or transcribe accurately from a Dictaphone.

Level 3

- Decision making in day to day operational matters is a normal part of the duties.
- Assist more senior officers in complex tasks or projects.
- Work performed under broad supervision but requires some independent action.
- Scope exists for exercising initiative in the application of established work practices and procedures.
- Employees may be graded at this level where the principal functions of their employment require a sound knowledge of the activities usually performed within the work area and their impact upon the activities of others.
- Required to carry out routine pay office duties involving the calculation of employee pays and entitlements together with provision of direct advice on pay and conditions to employees.

Level 4

- Working under limited direction and guidance with regard to work priorities.
- Possess organisational skills required to set priorities and monitor work flow in the area of responsibility.
- Ability to write reports, documents and correspondence, including drafting complex correspondence for senior officers, accurately and clearly.
- Carry out a variety of functions which may be complex in nature and require judgment in selecting and applying established principles, techniques and methods.
- Ability to investigate or evaluate legislation, regulations, instructions or procedural guidelines relevant to the tasks and responsibilities.
- Ability to delegate work to subordinates where appropriate.
- Carry out inspection and monitoring functions to ensure outputs are of a high quality.
- Required to carry out routine pay office duties involving the calculation of employee pays and entitlements together with provision of direct advice on pay and conditions to employees and having had a minimum of 2 years' service carrying out these duties.

Level 5

- Ability to manage physical and financial resources to ensure the delivery of services or the successful completion of a project.
- Decision making across a number of areas and review of operational systems.
- Ability to manage conflict of resources or priorities.
- Independent action may be exercised within constraints set by senior management.

- Work with little formal guidelines, usually under limited direction as to work priorities and the detailed conduct of the task.
- Required to exercise advanced skills and knowledge in respect of pay office functions and whose duties include responsibilities for the checking of subordinates work and the exercise of an interpretive role in respect of pay enquiries.

Level 6

- Possess well developed communication skills and the ability to bring a creative approach to problem solving and conflict resolution.
- Formulate policies that reflect current and future organisational requirements.
- Ability to develop policy and advice for senior and line management.
- Guidelines, rules, instructions or procedures for use by other staff may be developed at this level relevant to the area of responsibility.
- Evaluate new methods and technology and disseminate information to appropriate areas.
- Required to exercise advanced skills and knowledge in respect of pay office functions and whose duties include responsibilities for the checking of subordinates work and the exercise of an interpretative role in respect of pay enquiries and having had a minimum of 2 years' service carrying out these duties.

2 Salaries and Wages

Employees shall be paid not less than the minimum salaries as set out in Table 1 - Wages.

3 Higher Skills

Employees appointed as Administration Officer Level 1 who are required by the employer to type at 60 w.p.m. and/or use medical terminology verbatim, will be paid an allowance as set out in item 2 of Table 2-Allowances, of Part B, Monetary Rates. Employees appointed as Administration Officer Level 2 or 2A who are required by the employer to use medical terminology verbatim, will be paid an allowance as set out in the said Item 2.

Table 1 - Rates of Pay

From 1 July 2017, the minimum rates of pay will be calculated per the following table.

From 1 July 2018, the minimum rates of pay will be calculated per the Health Employees' Administrative Staff (State) Award (NSW) as in force from time to time.

Classification	Rate per week from 1.7.2017 \$
ADMINISTRATION OFFICER-LEVEL 1	
1st year	861.70
2nd year	898.00
3rd year	933.10
4th year	956.20
5th year	980.10
ADMINISTRATION OFFICER-LEVEL 2	
1st year	1,014.80
2nd year	1,050.50
ADMINISTRATION OFFICER-LEVEL 2A	
1st year	1,070.70
2nd year	1,086.90
ADMINISTRATION OFFICER-LEVEL 3	
1st year	1,086.90
2nd year	1,122.70
ADMINISTRATION OFFICER-LEVEL 4	
1st year	1,153.20
2nd year	1,181.00
ADMINISTRATION OFFICER-LEVEL 5	
1st year	1,217.70
2nd year	1,246.70
ADMINISTRATION OFFICER-LEVEL 6	
1st year	1,288.50
2nd year	1,320.40

Table 2 – Allowances

From 1 July 2017, the minimum allowances will be calculated per the following table.

From 1 July 2018, the minimum allowances will be calculated per the Health Employees' Administrative Staff (State) Award (NSW) as in force from time to time.

Clause No.	Telephonist - Level 1 In-Charge Allowance	Rate per week from 1.7.2017 \$
1	3-5 Staff	8.30
	6-10 Staff	10.30
	Over 10 Staff	17.80
3	Higher Skills	16.40

Appendix 13 – Skilled Trades Employees

1 Definitions

Unless the context otherwise indicates or requires the several expressions hereunder defined shall have their respective meanings assigned to them: -

Carpenter means a person appointed as such who is employed on carpentry work.

Employer means NIHRACS.

Tradesperson means any employee who has completed an apprenticeship or holds a relevant trade certificate or equivalent.

2 Classification Structure and Labour Flexibility

Tradespersons in NIHRACS perform, both on a planned and emergency basis, a variety of manual and technical tasks related to preventative and corrective maintenance and the installation, renovation and construction of buildings, plant and equipment. Those tasks include the performance of peripheral and incidental tasks and assisting other staff so as to complete the whole job.

In recognition of the skills and knowledge brought to the performance of tasks by tradespersons, the following classification structure is to be applied.

Trade Classification	% of Weekly Wage	Definition
Level 1	100%	Complete Apprenticeship and/or holds relevant trade certificate or equivalent.
Level 2	105%	120 hours of approved course/s and is regularly required to use the skills/knowledge acquired in such courses.
Level 3	110%	240 hours of approved course/s and is regularly required to use the skills/knowledge acquired in such courses.
Level 4	115%	360 hours of approved course/s and is regularly required to use the skills/knowledge acquired in such course.

Note: Approved courses in respect of skills/knowledge no longer regularly required shall not be counted for progression purposes.

Approved Courses - are TAFE courses and any others that NIHRACS approves. Courses approved however must relate to the acquisition of new skills (performing additional functions) and not simply the modernisation or updating of current work practices or methods (performing the same functions better/differently - for example, personal WHS related courses, updated inventory or programmed maintenance systems, new computer software etc).

Placement - The Manager will determine where each tradesperson should be placed within the classification structure.

This must be done firstly by determining which skills/knowledge, above classification level 1 skills, are regularly required of the tradesperson and secondly, in relation to each of those, determining whether the relevant approved course has been successfully completed.

Where the tradesperson in question is placed within a classification in the structure greater than level 1, the employee is to be paid the higher rate from the first full pay period to commence on or after that date that the higher skill/knowledge was regularly required of the tradesperson.

Progression - Progression to classification levels 2, 3 and 4 is to be on the basis of the tradesperson in question having successfully undertaken at least 120 hours of additional approved course/s, and, being required to regularly use the skills/knowledge acquired in such courses. Approved courses in respect of skills/knowledge no longer regularly required shall not be counted for progression purposes.

The employer will determine which and how many employees are to be regularly required to use additional skills/knowledge for which a higher classification level is to be paid.

Tradespersons at classification levels 2,3 and 4 are responsible for maintaining the additional skills/knowledge to a standard equivalent to that of having successfully undertaken a current approved course/s in order to continue to be paid the higher classification level.

No Double Counting - There will be no credit toward progression to a higher classification level in relation to the performance of any function for which payment of an allowance is already made and any functions for which Additional Wage Rates are paid.

Leading Hand Allowances - Leading hand allowances, where applicable, will be paid in addition to the skills based increment of the tradesperson in question.

Disputes - The Dispute Resolution Procedure in this Agreement should be utilised if any disputes arise concerning implementation of this clause.

3 Wages

- (i) The weekly wages of full-time employees shall be as set out in Table 1.
- (ii) The weekly wages referred to in subclause (i) and (iv) of this clause are inclusive of an allowance, paid in consideration for:
 - (a) working in the open and there being subjected to climatic conditions, i.e., dust blowing in the wind, brick dust, drippings from concrete, etc.;
 - (b) sloppy conditions;
 - (c) lack of usual amenities associated with factory work e.g., meal rooms, change rooms, lockers, etc.
- (iii) The weekly wages referred to in subclause (i) and (iv) of this clause are inclusive of an allowance which is paid in recognition of the responsibility, specialised skills, flexibility and discretion exercised by such tradespersons and the environment in which they work.
- (iv) **Computing Quantities** - Employees who are regularly required to compute or estimate quantities of materials in respect to the work performed shall be paid an additional amount per day or part thereof set out at Table 2.

4 Tool Allowance

Employees shall be paid tool allowances for all purposes as for Table 1. During the term of this Agreement, expense related allowances will be adjusted in accordance with movements in the expense related allowances in the Crown Employees Wages Staff (Rates of Pay) Award.

5 Leading Hands

- (i) An employee appointed to be in charge of up to and including 5 employees shall be paid an amount per week extra as set out at Table 2.
- (ii) An employee appointed to be in charge of more than 5 and up to and including 10 employees shall be paid an amount per week extra as set out at Table 2.
- (iii) An employee appointed to be in charge of 11 or more employees shall be paid an amount per week extra as set out at Table 2.

6 Special Rates

In addition to the wages, additional wage rates and allowances of this Agreement, the following special rates and allowances shall be paid to employees:

- (i) Cold Places - Employees working in places where the temperature is reduced by artificial means below 0 degrees Celsius shall be paid an amount per hour extra as set out at Table 2. Where the work continues for more than two hours, employees shall be entitled to a rest period of twenty minutes every two hours without loss of pay.
- (ii) Confined Spaces - Employees working in a place the dimensions or nature of which necessitate working in a stooped or cramped position or without sufficient ventilation shall be paid an amount per hour extra as set out at Table 2.
- (iii) Dirty Work - Work which a supervisor and employee agree is of a dirty or offensive nature by comparison with the work normally encountered in the trade concerned and for which no other special rates are prescribed shall be an amount per hour extra as set out at Table 2.
- (iv) Height Money - Employees working at a height of 7.5 metres from the ground, deck, floor or water shall be paid an amount per hour extra as set out at Table 2 and the same amount again extra for every additional 3 metres. Height shall be calculated from where it is necessary for the employee to place his/her hands or tools in order to carry out the work to such ground, floor, deck or water. For the purpose of this subclause deck or floor means a substantial structure which, even though temporary, is sufficient to protect an employee from falling any further distance. Water level means in tidal waters mean water level. This subclause shall not apply to employees working on a suitable scaffold erected in accordance with the *Work Health and Safety Act*.
- (v) Hot Places - Employees working in the shade in places where the temperature is raised by artificial means to between 46 degrees Celsius and 54 degrees Celsius shall be paid an amount per hour extra as set out at Table 2; in places where the temperature exceeds 54 degrees Celsius, such employees shall be paid an additional amount per hour as set out at Table 2. Where work continues for more than two hours in temperatures exceeding 54 degrees Celsius, employees shall also be entitled to twenty minutes' rest after every two hours work, without deduction of pay. The temperature shall be decided by the foreman of the work after consultation with the employees who claim the extra rate.

- (vi) (a) Insulation Material - An employee who is called upon to handle charcoal, pumice, granulated cork, silicate of cotton, insulwool, slagwool, fibreglass or mineral wool or other recognised insulating material of a like nature or an employee in the vicinity of such work shall be paid an amount per hour extra as set out at Table 2 or part thereof whilst so engaged.
- (b) Asbestos - An employee required to work with any materials containing asbestos or to work in close proximity to employees using such materials shall be provided with and shall use all necessary safeguards as required by the appropriate work safety authority and where such safeguards include the mandatory wearing of protective equipment such employees shall be paid an amount per hour extra as set out at Table 2 whilst so engaged.
- (vii) Wet Places:
 - (a) (1) An employee working in a place where water other than rain is falling so that his/her clothing shall be appreciably wet and/or water, oil or mud underfoot is sufficient to saturate his/her boots shall be paid an amount per hour extra as set out at Table 2; provided that his/her extra rate shall not be payable in respect to an employee who is provided with suitable and effective protective clothing and/or footwear. An employee who becomes entitled to this extra rate shall be paid such rate for such part of the day or shift as he/she is required to work in wet clothing or boots.
 - (2) Where an employee is required to work in the rain he/she shall be paid an amount per hour extra as set out at Table 2 for the time so worked.
 - (b) An employee called upon to work knee-deep in mud or water, shall be paid an amount per day extra as set out at Table 2 in addition to ordinary rates of pay prescribed for each day or portion thereof so worked; provided that this subclause shall not apply to an employee who is provided with suitable protective clothing and/or footwear.
- (viii) Depth Money - An employee engaged in tunnels, cylinders, caissons, coffer dams and sewer work and in underground shafts exceeding 3 metres in depth shall be paid an amount per hour extra as set out at Table 2.
- (ix) Swing Scaffolds:
 - (a) An employee, working in a bosun's chair or on a swing scaffold shall be paid an amount as set out at Table 2 for the first four hours whilst so engaged thence an amount per hour as set out at Table 2.
 - (b) An employee shall not raise or lower a bosun's chair or swing scaffold alone and an employer shall not require an employee to raise or lower a bosun's chair or swing scaffold alone.
- (x) Working Second-hand Timber - Where, whilst working second-hand timber, a Carpenter's tools are damaged by nails, dumps or other foreign matter in the timber he/she shall be entitled to an allowance per day extra as set out at Table 2 on each day upon which his/her tools are so damaged; provided that no allowance shall be so payable under this clause unless it is reported immediately to the employer's representative on the job in order that he/she can prove his/her claim.

- (xi) Roof Work - Employees engaged in the fixing or repairing of a roof or any other work in excess of 12 metres from the nearest floor level shall be paid an amount per hour extra as set out at Table 2 with a minimum payment of one hour.
- (xii) Explosive Powered Tools - Employees required to use explosive powered tools shall be paid an amount per day extra as set out at Table 2.
- (xiii) Toxic and Obnoxious Substances:
 - (a) An employee engaged in either the preparation and/or the application of toxic or epoxy based materials or material of a like nature shall be paid an amount per hour extra as set out at Table 2.
 - (b) In addition, employees applying such material in buildings which are normally air-conditioned shall be paid an amount per hour extra as set out at Table 2 for any time worked when the air conditioning plant is not operating.
 - (c) Where there is an absence of adequate natural ventilation, the employer shall provide ventilation by artificial means and/or supply an approved type of respirator and in addition protective clothing shall be supplied where recommended by the appropriate safe work authority.
 - (d) Employees working in close proximity to employees so engaged shall be paid an amount per hour extra as set out at Table 2.
 - (e) For the purpose of this clause, all materials which are toxic or which include, or require the addition of a catalyst hardener and reactive additives or two pack catalyst system shall be deemed to be materials of a like nature.
- (xiv) Rates not subject to Penalty Provisions - The special rates herein prescribed shall be paid irrespective of the times at which the work is performed, and shall not be subject to any premium or penalty conditions.
- (xv) Asbestos Eradication - Application: This subclause shall apply to employees engaged in the process of asbestos eradication on the performance of work within the scope of this Agreement.

Definition: Asbestos eradication is defined as work on or about building, involving the removal or any other method of neutralisation of any materials which consist of, or contain asbestos.

Control: All aspects of asbestos eradication work shall be conducted in accordance with the *Work Health and Safety Act and Regulation*.

Rate of Pay: In addition to the rates prescribed in this Agreement an employee engaged in asbestos eradication (as defined) shall receive an amount per hour extra as set out at Table 2 in lieu of special rates as prescribed in the Special Rates Clause of this Appendix, with the exception of subclauses (i) Cold Places; (v) Hot Places; (xi) Swing Scaffold; and (xii) Working Second-hand Timber.

Other Conditions: The conditions of employment rates and allowances, except so far as they are otherwise specified in this Clause shall be the conditions of employment, rates and allowances of the Agreement as varied from time to time.

- (xvii) Extra Rate not Cumulative - When more than one of the above rates provide payment for disabilities of substantially the same nature then only the highest of such rates shall be payable.

7 Special Conditions

- (i) All rope and gear shall be of sound material, used or stored in such a way that it does not come in contact with sharp edges, acid or acid fumes. At all times relevant safety standards shall be applied.
- (ii) Sufficient, suitable and serviceable ear muffs and face masks shall be made available for the use of employees required to work in areas where noise levels are excessive and in proximity to dust or fumes. Suitable protective garb shall also be made available for employees required to work in proximity to dust or fumes. Suitable protective garb shall also be made available for employees required to work in proximity to radioactive material.
- (iii) No employee shall be required to use a paint brush exceeding five inches in width or eight ounces in weight (or their metric equivalents) or a kalsomine brush exceeding eight inches (or its metric equivalent) in width.
- (iv) An employee shall not be required to use a roller in excess of twelve inches in width on the painting of ceilings or walls.

8 Special Tools, Clothing and Sharpening Tools

- (i) The employer shall provide at the place of work a suitable sand grindstone or a carborundum stone for the use of tradespersons.
- (ii) Where such a grindstone or carborundum stone is not driven by mechanical power, the employer shall provide assistance in turning the grindstone or carborundum stone.
- (iii) Saw sharpening and tool grinding may be done by the employee during the progress of the work.
- (iv) Where paragraphs (i) and (ii) of this clause are not observed by the employer, the employer shall pay for or provide for grinding of the tools.
- (v) The employer shall provide the following tools and protective clothing when they are required for the work to be performed by the employees:
 - (a) Carpenters - Dogs and cramps of all descriptions; bars of all descriptions over 61 cm long; augers of all sizes; star bits and bits not ordinarily used in a brace, including dowelling bits; hammers (except claw hammers and tack hammers); glue pots and glue brushes; dowel plates; trammels, hand thumb screws and soldering irons.
 - (b) All power tools shall be provided where in the opinion of the employer they are necessary.
- (vi) (a) Sufficient, suitable and serviceable protective attire shall be supplied, free of cost to each employee required to wear it, provided that any employee to whom new attire or a part thereof has been supplied by the hospital who, without good reason fails to return the corresponding article last supplied, shall not be entitled to have such article replaced without payment therefore at a reasonable price in the

absence of a satisfactory reason for the loss of such article or failure to produce such attire or part thereof.

- (b) An employee on leaving the service of the employer shall return any uniform or part thereof supplied by the employer which is still in use by that employee immediately prior to leaving.
 - (vii) (a) Sufficient, suitable and serviceable overalls or alternative garments, as may be agreed to between tradespersons and the employer, in lieu of overalls, shall be laundered by the employer.
 - (b) If the overalls or alternative garments of the employee cannot be laundered by or at the expense of the employer, an allowance as agreed shall be paid to such employee.
 - (c) Any employee to whom overalls or alternative garments have been supplied by the employer, who, without good reason fails to return the corresponding article last supplied, shall not be entitled to have such article replaced without payment therefore at a reasonable price in the absence of a satisfactory reason for the loss of such article or failure to produce such attire or part thereof.
 - (d) An employee on leaving the service of the employer shall return any uniform or part thereof supplied by the employer which is still in use by that employee immediately prior to leaving.
- (viii) In the event that it is necessary for an employee in the course of his/her duties to use tools other than those of his/her own trade, such tools shall be supplied by the employer.

9 Damage to or Loss of Clothing or Tools

- (i) An employee whose clothing, footwear or tools are spoiled by acids or sulphur, other deleterious substance or fire, due to the circumstances of his/her employment shall be recompensed by his/her employer to the extent of his/her loss.
- (ii) The employer shall insure and keep insured, to the extent of the amount set out at Table 3, clothing and tools of employees against loss, destruction or damage by fire, acid or other deleterious substances or breaking and entering whilst securely stored on the employers' premises. During the term of this Agreement, expense related allowances will be adjusted in accordance with movements in the expense related allowances in the Crown Employees Wages Staff (Rates of Pay) Award.
- (iii) The employer shall provide at the place of work a suitable and secure weather-proof lock-up solely for the purpose of storing employees' tools. Where such lock-up is not provided and tools are stolen by reason of the employers default he/she shall compensate the employee to the extent of his/her loss.
- (iv) The employee shall, if requested to do so, furnish the employer with a list of his/her tools.

Table 1 - Weekly Wages

Each date referred to in the table is a reference to the first full pay period to commence on or after that date.

Carpenter	01/07/2017 Per week
Level 1	\$1,003.80
Level 2 (Level 1 plus 5%)	\$1,054.00
Level 3 (Level 1 plus 10%)	\$1,104.10
Level 4 (Level 1 plus 15%)	\$1,154.40

Table 2 - Additional and Special Rates/Allowances

Each date referred to in the table is a reference to the first full pay period to commence on or after that date.

Clause	Allowance Type	01/07/2017 \$
3(vi)	Computing Quantities	6.04
5(i)	Leading Hand - In charge of up to 5 employees	49.95
5(ii)	Leading Hand - In charge of 6 up to 10 employees	65.30
5(iii)	Leading Hand - In charge of over 10 employees	83.66
6(i)	Cold Place	0.80
6(ii)	Confined Spaces	0.96
6(iii)	Dirty Work	0.80
6(iv)	Height Money	0.80
6(v)	Hot Places – 46C-54C	0.80
	Hot Places - more than 54C	0.96
6(vi)(a)	Insulation Material	0.96
6(vi)(b)	Asbestos	0.96
6(vii)(a)(1)	Wet Places - other than rain	0.80
6(vii)(a)(2)	Rain	0.80

Clause	Allowance Type	01/07/2017 \$
6(vii)(b)	Mud Allowance	6.13
6(viii)	Depth Money	0.80
6(ix)(a)	Swing Scaffolds – first four hours	5.69
6(ix)(a)	Swing Scaffolds – per hour thereafter	1.19
6(x)	Working Second-hand timber	3.04
6(xi)	Roof Work	0.80
6(xii)	Explosive Powered Tools	1.88
6(xiii)(a)	Toxic, Obnoxious - Epoxy Materials	0.96
6(xiii)(b)	Toxic, Obnoxious - Sub A/C not operating	0.66
6(xiii)(d)	Close proximity to above	0.80
6(xv)	Asbestos Eradication	2.66

Table 3 - Expense Related Allowances - Including Tool Allowances)

Expense related allowances will be adjusted in accordance with movements in the expense related allowances in the Crown Employees Wages Staff (Rates of Pay) Award. The date referred to in the table is a reference to the first full pay period to commence on or after that date.

Clause	Allowance Description	01/07/2017 \$
4	Tool Allowance	32.00
9(ii)	Damage to clothing and tools - insurance to the extent of	1,797.90

Appendix 14 - Support Services Employees

1 Definitions

Unless the context otherwise indicates or requires the several expressions hereunder defined shall have their respective meanings assigned to them: -

ADA means the adjusted daily average of occupied beds calculated in accordance with the following formula:

ADA = Daily Average + Neo-natal Adjustment + Non-inpatient Adjustment

Where:

Daily Average = $\frac{\text{Total Occupied Bed Days for Period Less Unqualified Baby Bed Days}}{\text{Number of Days in the Period}}$

Neo-natal Adjustment = $\frac{\text{Total Bed Days of Unqualified Babies for the Period}}{2 \times \text{Number of Days in the Period}}$

Non-inpatient Adjustment = $\frac{\text{Total NIOOS Equivalents for the Period}}{10 \times \text{Number of Days in the Period}}$

Note: Total NIOOS Equivalents for the Period equals the individual NIOOS plus the equivalent number of Group NIOOS (Non-inpatient Group Sessions x 1.3) plus the equivalent number of Dental NIOOS (Non-inpatient Dental Flow x 3.8)

Aide means a person appointed as such who is wholly or substantially engaged in all or any of the following duties:

- (a) media making;
- (b) preparation of solutions etc., of a routine character;
- (c) washing, sorting, classifying, decontaminating or packing of glassware, slides, instruments or other equipment;
- (d) filing or packing of medicinal preparations and issuing of ward pharmacy stocks; or
- (e) other duties of a similar nature.

Anaesthetic and Operating Theatre Technician means a person employed as such who is wholly or mainly engaged in assembling, checking, maintaining and monitoring anaesthetic equipment before, during, and after operation.

Animal Technician means a person appointed as such who is required to assist in medical procedures with animals such as surgical techniques, production of disease, anaesthesia and post-operative care.

Apprentices -

- (a) Adult Apprentice means any person entering on an apprenticeship or continuing in an apprenticeship (including a probationary or trainee apprenticeship) on or after his/her twenty-first birthday.
- (b) Apprentice means an employee who is party to an apprenticeship contract, and includes a person who is employed as an apprentice but in respect of whom an apprenticeship contract is not yet in force.
- (c) Apprenticeship means an apprenticeship established under Division 2 of Part 2 of the *Apprenticeship and Traineeship Act 2001* (NSW) or an apprenticeship approved by the NIHRACS Manager.
- (d) Apprenticeship Trade Course means the trade course provided by the Department of Technical and Further Education or its successors which is appropriate to the trade classification of an apprentice. These courses are presently known as the “Commercial Cookery Trade Course” and the “Parks and Gardens Trade Course”.

Boiler Attendant (with Maintenance of Plant) means a person employed as such who is the holder of a boiler certificate and whose ordinary duties include, in addition to the maintenance of low pressure boilers, responsibility for the maintenance of all steam services and plant within the hospital.

Care Service Employees

- (a) **Grade 1 - New Entrant** - means an employee with less than 500 hours’ relevant work experience who performs basic duties under direct supervision. Such employees perform routine functions requiring understanding of clear rules and procedures. Work is performed using established practices, procedures and instructions, including compliance with documentation requirements as determined by the employer. Problems should be referred to a more senior staff member.

Indicative tasks an employee at this level may perform are as follows:

Typical Duties:

Care Stream	Support Stream	Maintenance Stream
Carry out simple tasks under supervision to assist a higher grade employee attending to the personal needs of patients.	General assistance to higher grade employees in the full range of domestic duties.	General labouring assistance to higher-grade employees in the full range of gardening and maintenance duties.

- (b) **Grade 1** - means an employee who works under limited supervision individually or in a team environment. Employees at this level work within established guidelines including compliance with documentation requirements as determined by the employer. In some situations, detailed instructions may be necessary. Indicative tasks an employee at this level may perform are as follows.

Typical Duties:

Care Stream

Under limited supervision, provide assistance to patients in carrying out simple personal care tasks which shall include but not be limited to:

- Supervise daily hygiene e.g. assisting with showers or baths, shaving, cutting nails;
- lay out clothes and assist in dressing;
- make beds and tidy rooms;
- store clothes and clean wardrobes;
- assist with meals.

Under direct supervision, provide assistance to CSE Gr 2 or other staff performing similar functions, in attending to higher level personal care needs of a patient.

Support Stream

Performance under limited supervision of the full range of domestic duties including but not limited to:

- General cleaning of accommodation food service and general areas;
- General waiting, table service and clearing duties;
- Assistance in the preparation of food, including the cooking and/or preparation of light refreshments;
- All laundry duties.

Maintenance Stream

Performance under limited supervision of labouring duties associated with gardening and general maintenance activities, including but not limited to:

- Sweeping;
- Hosing;
- Garbage collection and disposal; Keeping the outside of buildings clean and tidy;
- Mowing lawns and assisting gardening staff in labouring.

- (c) **Grade 2** - means an employee with relevant experience who works individually or in a team environment, and is responsible for the quality of their own work, subject to general supervision, including compliance with documentation requirements as determined by the employer. Indicative tasks an employee at this level may perform are as follows.

Typical Duties.

Care Stream

Provide a wide range of personal care services to patients, under limited supervision and in accordance with the patient’s Care Plan, including:

- Assist and support patients with medication utilising medication compliance aids;
- Simple wound dressing;
- Implementation of continence programs as identified in the Care Plan;
- Attend to routine urinalysis, blood pressure, temperature and pulse checks;
- Blood sugar level checks etc. and assist and support diabetic patients in the management of their insulin and diet, recognising the signs of both Hyper and Hypo-Glycemia.
- Recognise, report and respond appropriately to changes in the condition of patients, within the skills and competence of the employee and the policies and procedures of the organisation.
- Assist in the development and implementation of patient care plans
- Assist in the development and implementation of programs of activities for patients.

Support Stream

Assist a higher grade worker in the planning, cooking and preparation of the full range of meals.

Drive a sedan or utility.

Maintenance Stream

Undertake basic repairs to buildings, equipment, appliances, and similar items not calling for trades skills or knowledge.

Work with and undertake limited coordination of the work of other maintenance workers.

Perform gardening duties.

Provide advice on planning and plant maintenance.

Attend to indoor plants, conduct recycling and re-potting schedules.

Carry out physical inspections of property and premises and report.

Cardiac Technician - means a person who performs ECGs, Exercise Stress Testing and Holter Loop Recorders.

Cardiac Technologist - Grade 1 - means a person who has attained a Bachelor of Science Degree or qualifications or competencies deemed equivalent by the employer and may be required to perform ECGs, Exercise Stress Testing, Holter-Loop event recorders as well as VVI pacemakers, dual chamber pacing/cardiac catheter and Implantable Cardiac defibrillators (ICDs).

Cardiac Technologist - Grade 2 - means a person who has attained a Post Graduate Degree in Sonography or qualifications or competencies deemed equivalent by the employer and performs Cardiac Sonography or Electrophysiological Studies (EPS).

Central Linen Service is a laundry which supplies a linen service to two or more separate hospitals.

Centralised Food Production Unit (CFPU) means a centralised food production unit established by a Health Service or the employer that produces and supplies bulk food produce in advance.

The CFPU produces but is not limited to cook chill food in the form of extended life cook chill and/or short shelf life cook chill product. The CFPU can also produce bulk food as cook freeze product, and as prepared non-cooked items including but not limited to items such as salad vegetables, fruit, desserts, prepared cold meats etc. This food is produced using such technologies as Extended Life Cook Chill (ELCC), Short Term Cook Chill (STCC) and Cook Freeze (CF) and distributed to receiving/finishing and satellite kitchens which may be within or adjacent to the CFPU or off site.

CFPU Chef means a person appointed to such a position in a CFPU and who is accountable for the preparation, production and portioning of bulk food products and other non-cooked items in the CFPU. The CFPU Chef is responsible for the supervision of staff.

CFPU Cook

- (a) **Level 2** - means a person appointed to such a position in a CFPU and who is responsible for the preparation, production and portioning of bulk food products and other non-cooked items and associated food production tasks. The CFPU Cook is responsible for the supervision of employees working in the above processes.
- (b) **Level 1** - means a person appointed to such a position in a CFPU and under the supervision of a CFPU Cook Level 2 who assists in the preparation, production and portioning of bulk food products and other non-cooked items.

Chef means a person employed as such in a hospital with a daily average of occupied beds of not less than 100 and who may be required by the employer to supervise staff, give any necessary instruction in all branches of cooking and be responsible for requisitioning stores required for the preparation and serving of meals.

The average daily number of meals prepared and served by the kitchen or kitchens for which the chef is responsible shall determine his or her grading as follows:

- Grade A - 2,000 or more
- Grade B - 1,000 and less than 2,000
- Grade C - less than 1,000

Chief Cardiac Technologist - means a person who can perform all the functions of a Cardiac Technologist and who is responsible for the management of the department including the development of operational protocols.

Cook (Grade A) means a person employed as a cook in a hospital having at the preceding 30 June and ADA of 50 or more occupied beds and who is working in a kitchen in which meals are prepared for an average of 100 or more persons and who is principally engaged, other than as an assistant to another cook, either:

- (a) on the cooking of meats, poultry and fish; or
- (b) on the cooking of cakes, pastries and sweets; or
- (c) on a combination of work specified in (a) and (b), of this subclause; or
- (d) on relieving a chef or other cooks engaged on the work specified in (a), (b) or (c) of this subclause; or
- (e) as a cook, responsible for supervising the work of other cooks in the kitchen.

In respect of the hospitals specified hereunder, Cook Grade A means a person employed as a cook in the following kitchens:

- The Sydney Hospital: Main kitchen and main nurses' home kitchen
- Prince of Wales Hospital: Main kitchen
- Royal Prince Alfred Hospital: Main kitchen and diet kitchen
- General Hospital: Main kitchen
- The Royal Alexandra Hospital for Children: Main kitchen
- The Royal North Shore Hospital: Main kitchen

who is principally engaged, other than as an assistant to another cook; either

- (a) on the cooking of meats, poultry and fish; or
- (b) on the cooking of cakes, pastries and sweets; or
- (c) on a combination of the work specified in (a) and (b) of this paragraph; or
- (d) on relieving a chef or other cooks engaged on the work specified in subparagraphs (a), (b) or (c) of this paragraph; or
- (e) as a cook, responsible for supervising the work of other cooks in a kitchen where meals are prepared for an average of 100 or more persons.

Provided that subparagraphs (a), (b), (c) and (d) of this paragraph immediately above shall have no application in respect of cooks in the diet kitchen of the General Hospital of the Royal Prince Alfred Hospital.

Cook (Grade B) means a person employed as a cook, other than a chef, cook (Grade A), or an assistant cook.

Employer means the NIHRACS Manager.

Gardener means a person employed as such whose duties include any or all of the following, namely, propagation of seeds, planting out, pruning and shaping of trees and shrubs, layout of gardens and general gardening duties.

Head Gardener means a person employed as such who, in addition to performing gardening duties is required as part of his/her ordinary duty to supervise and control a staff of not less than three others, one of whom is a gardener.

Health and Security Assistant means a person appointed as such who has the following responsibilities:

- a person required to undertake limited duties associated with the care of patients such as pre-operative shaves, routine enemata, bathing of patients, general assistance in wards and cleaning duties; and/or
- a person who undertakes routine clerical/administrative work (Level 1); and/or
- a person who has the primary functions usually undertaken by the classification of Hospital Assistant Grade 1,2 or 3; and/or
- any other classification of staff agreed to between the employer and the Union.
- and in addition, undertakes securing, watching, guarding and/or protecting as directed, including response to alarm signals and attendances.

Such employee is required to be appropriately licensed in accordance with the relevant legislation in place on Norfolk Island, which may change from time to time.

Health Service means NIHRACS.

Heart/Lung Assistant means a person employed as such and who assists the Heart/Lung Technician in the assembly, dismantling and cleaning of heart/lung equipment.

Heart/Lung Technician means a person employed as such and whose duties require him/her to be skilled in the assembly, operation, dismantling and cleaning of heart/lung machines and the operation of cardiac monitoring equipment.

Home Supervisor means a person employed as such who is required to supervise resident staff quarters.

Hospital means a public hospital as defined in section 15 of the *Health Services Act 1997* (NSW) (NI).

Hospital Assistant -

- (a) **Grade I** means an employee appointed as such who is required to perform general cleaning duties and other duties of a house-hold-chore type, excepting those specified in the definition of Hospital Assistant, Grade II. Without limiting the generality of the foregoing, it shall include duties traditionally associated with the former classifications of Ward Assistant (save as to those duties specified in the definition of Hospital Assistant, Grade II), Maid, Seamstress, and/or Female Attendant.
- (b) **Grade II** means an employee, male or female, appointed as such who is required to perform, in addition to the duties appropriate to a Hospital Assistant, Grade I, duties such as high cleaning, outside cleaning, stripping and/or sealing of floors, portering of patients and/or heavy equipment, etc., loading and/or unloading of commercial-type washing machines, cleaning of tooth and vomit bowls, sanitising of bed pans and other equipment, the cooking and/or preparing of light refreshments (e.g., eggs, toast, salads), making unoccupied beds. Without limiting the generality of the foregoing, it shall include duties traditionally associated with the former classifications of Dressmaker, Kitchenman, Laundry Employee (male), Laundry Employee-Female, Porter (all grades),

Porter/Cleaner (all grades), Lift Attendant, Laboratory Attendant-Male, Attendant-Vehicle Parking, General Useful, Incinerator Attendant, Gardener's Labourer, General Reliever (male).

- (c) **Grade III** means an employee, male or female, appointed as such who is required to perform any of the duties previously performed by persons appointed under the classifications of Storeman, Handyman, Assistant Cook, Patrol Officer or Operating Theatre Orderly.

Laundry Assistant Foreperson means a person employed as such in a hospital with an ADA of occupied beds of not less than 100 beds and who is regularly required to assist in the supervision of laundry staff.

Leading Hand means an employee who is placed in charge of not less than two (2) other employees of substantially similar classification but does not include an employee whose classification denotes supervisory responsibility.

Linen Supply Officer means a person appointed as such who is required, in hospitals where linen is supplied from a central linen service, to be in control of the linen store, be responsible for linen stocks in wards and departments and the requisitioning of linen from the central linen service.

Maintenance Supervisor (Non-Tradesman) means a person employed as such: and

- (a) who assists the engineer in the supervision of staff and the general maintenance work of the hospital and, in addition, relieves him during his absence, or
- (b) who, where there is no engineer, is responsible for the operation of the steam raising plant and general maintenance work.

Museum Technician means a person appointed as such who is responsible for the preservation, maintenance and cataloguing of museum and pathological specimens.

Patient Transport Officer - means an employee who has successfully completed the requirements for appointment as a Patient Transport Officer and who has been appointed as such.

A Patient Transport Officer is required to have completed training in, and to undergo any mandatory periodic refresher training required, in the following:

- Advanced Cardio Pulmonary Resuscitation (CPR),
- Gueddels Airways,
- Basic life support skills,
- Advanced first-aid,
- Patient handling and lifting techniques,
- Driver training,
- Oxygen administration, and
- Transport and handling of specialised equipment (e.g. cardiac defibrillators).

The duties of a Patient Transport Officer include the routine and non-emergency transportation of hospital patients utilising basic life support skills. Transportation can include single driver transports (no escort if appropriate), or transportations with an appropriate

escort. The decision on whether or not a nurse accompanies a patient is made by the relevant Nurse Unit Manager.

The employer and Union shall consult, monitor and review the operation of this classification.

In the case of an emergency arising during the course of a non-escorted transportation, the Patient Transport Officer is expected to apply the procedures from the training referred to above, and in the case of an emergency arising during an escorted transportation, to assist or respond to the direction of the clinical escort in the application of these procedures.

A Patient Transport Officer is responsible for maintaining the cleanliness of the vehicle, maintaining appropriate stock levels, for carrying out equipment checks, and other associated duties.

Pharmacy Assistants

- (a) ***Pharmacy Assistant Grade 1*** - means a person appointed as such who is engaged in drug distribution duties, hospital pharmacy production and dispensing activities under the supervision of a Registered Pharmacist and/or Pharmacy Technician.
- (b) ***Pharmacy Assistant Grade 2*** - means a person appointed as such who is engaged in drug distribution duties, hospital pharmacy production and dispensing activities under the supervision of a Registered Pharmacist and/or Pharmacy Technician, and who holds a qualification in a relevant field recognised by the Pharmaceutical Society of Australia or up to the level of Certificate III in Community Pharmacy issued by a Registered Training Organisation or has qualifications deemed by the employer to be equivalent.

Pharmacy Technician Grade 1 - means a person appointed to such a position and who has successfully completed a qualification in a relevant field recognised by the Pharmaceutical Society of Australia or up to the level of Certificate III issued by a Registered Training Organisation in Hospital and Community Pharmacy (e.g. Charles Sturt University) or has qualifications deemed by the employer to be equivalent.

Pharmacy Technician-Grade 2 - means a person who is appointed to such a position and who has successfully completed a nationally recognised Pharmacy Technician Certificate Course at Certificate Level IV or has qualifications deemed by the employer to be equivalent. Such person is under the supervision of a Pharmacist and/or a more senior Pharmacy Technician.

Pharmacy Technician - Grade 3 - means a person who has successfully completed a nationally recognised Pharmacy Technician Certificate Course at Certificate Level IV or has qualifications deemed by the employer to be equivalent, has relevant pharmacy experience and displays competency in performing complex tasks under supervision of a Pharmacist in specialist areas of practice such as, but not limited to, cytotoxic drug reconstitution, sterile production, clinical trials, information systems management, etc. This position may also be supervised by a Grade 4 Pharmacy Technician. This classification may operate in a supervisory capacity such as in a Deputy Senior/Second-in-Charge position. Jobs at this level have greater responsibilities than those at Grade 1 and 2.

Pharmacy Technician - Grade 4 - means a person appointed to such a position who has successfully completed a recognised Pharmacy Technician Certificate at Certificate Level IV or has qualifications deemed by the employer to be equivalent, and who has extensive experience working within a pharmacy as a Pharmacy Technician Grade 2 and/or Grade 3 and has accredited qualifications in management studies of a formal nature recognised by the Health Service (these studies may be conducted by the Health Service on a local internal

basis). Generally, the position would be primarily responsible for the management of all Pharmacy Technicians and Pharmacy Assistants in a large unit. The position would carry responsibility for the effective management and development of pharmacy support services under the direction of the Director or Deputy Director of Pharmacy. Participate on departmental committees and continuous education/ management training programs. Inherent in this position is the ability to display competency in performing complex tasks with limited supervision.

Post Mortem Assistant means a person employed as such who assists in the performance of not less than 200 post mortems per year, and whose duties may require him/her to remove organs under the supervision of a Medical Officer.

Senior Anaesthetic and Operating Theatre Technician is a person holding the Diploma issued by the Society of Anaesthetic and Operating Theatre Technicians who has a minimum of two years' post-graduate service as an Anaesthetic and Operating Theatre Technician and is in charge of two or more Anaesthetic and Operating Theatre Technicians.

Senior Cardiac Technologist - means a person who can perform all duties of Cardiac Technologist Grade 1 and assists the Chief Cardiac Technologist with management, either through;

- Undertaking supervisory duties in a Deputy or Second in Charge role overseeing other Cardiac Technicians and/or Cardiac Technologists; and/or
- have responsibility for the day to day running of a discreet function within the department.

Senior Security Officer - means a person appointed as such who undertakes the duties of a security officer and in addition performs such duties as the operation of specialised security equipment, leading teams and training. Persons in this position are to hold a current security licence at the appropriate level to perform the above duties and be able to use discretionary judgement in relation to the assessment of security risks within a healthcare environment.

Sterilisation Technician - Grade 1 means a person who is primarily involved in the sterilisation of hospital equipment and utensils and who is employed in a Sterile Supply Department of the Health Service. At this level the technician will be performing routine basic tasks and is under routine supervision.

Sterilisation Technician - Grade 2 means a person who has completed a Certificate in Sterilisation Technology at TAFE and is performing more complex tasks than a Grade 1 employee under only general supervision.

Sterilisation Technician - Grade 3 means a person who performs the duties of a Sterilisation Technician - Grade 2 who in addition is in a supervisory position or performing specialised tasks at a high degree of competency.

Surgical Dresser means an employee who is required to undertake advanced duties associated with the care of patients such as special enemata, catheterisation, bowel lavation, and/or other specialised work in wards and theatres.

Team Leader, Central Linen Service - A person appointed as such who can undertake a range of duties utilising approved workplace operating procedures within a Central Linen Service. This may include duties involved in the sorting, preparation, laundering and folding of linen items, as well as the inspection, repair and finishing of such linen items. In addition, the position will be responsible for the operational activities of a team of Hospital Assistants

Grade 2 and their production outputs. The position holder will be required to exhibit team leadership, and an ability to assist and mentor other employees.

Technical Assistant Grade II- means a person appointed as such who is wholly or substantially engaged in routine laboratory procedures of a technical or special nature including routine bio-chemical, bacteriological or haematological tests or counts.

Trainee Patient Transport Officer - means an employee who is undertaking training and workplace mentoring in order to successfully complete the requirements for appointment to a 'Patient Transport Officer' position.

Union means the Health Services Union NSW.

Wardsperson means an employee who is required to undertake limited duties associated with the care of patients such as pre-operative shaves, routine enemata, bathing of patients, general assistance in wards and cleaning duties.

2 Salaries and Wages

Employees shall be paid not less than as set in Table 1 - Salaries, of Part B, Monetary Rates.

3 Leading Hands

An employee appointed as leading hand who in addition to his/her ordinary duties, is in charge of not less than two other employees shall be paid an allowance above his/her ordinary rate as set out in Table 2 - Allowances.

Table 1 – Salaries

From 1 July 2017, the minimum salaries will be calculated per the following table.

From 1 July 2018, the minimum salaries will be calculated per the Health Employees' (State) Award (NSW) as in force from time to time.

Classification	Rate per week from 1.7.2017 \$
Medical/Technical Group	
Technical Assistant Grade 2	
1st year	978.60
2nd year	1,000.80
Thereafter	1,018.40
Trainee Cytology Scanner	886.40
On completion of 12 months' satisfactory service and the issue of a certificate by the hospital that the Trainee is competent to carry out the full range of duties of a scanner, a Trainee shall be entitled to be classified as Cytology Scanner, 1st year.	
Cytology Scanner	

1st year	978.60
2nd year	1,000.80
Thereafter	1,018.40
Pharmacy Assistant - Grade 1	
1st year	978.60
2nd year	1,000.80
3rd year	1,018.40
4th year	1,046.90
Pharmacy Assistant - Grade 2	
1st year	1,046.90
2nd year	1,072.20
Pharmacy Technician-Grade 1	
1st year	1,046.90
2nd year	1,072.20
3rd year	1,096.30
4th year	1,122.50
Pharmacy Technician-Grade 2	
1st year	1,146.80
2nd year	1,190.20
3rd year	1,228.80
4th year	1,262.90
Pharmacy Technician-Grade 3	
1st year	1,349.70
2nd year	1,396.60
Pharmacy Technician-Grade 4	
1st year	1,443.80
2nd year	1,534.70
Sterilisation Technician-Grade 1	
1st year	978.60
2nd year	1,000.80
3rd year	1,046.90
Sterilisation Technician-Grade 2	

1st year	1,072.20
2nd year	1,096.30
3rd year	1,122.50
Sterilisation Technician-Grade 3	
1st year	1,146.80
2nd year	1,190.20
Post Mortem Assistant 200 Post Mortems p.a.	
1st year	1,190.40
2nd year	1,229.30
3rd year and thereafter	1,264.10
Snr Post Mortem Assist-W/mead	1,397.50
Operations Assistant	
Chief	1,062.80
Senior	1,027.90
Others - first 3 years	981.00
Other - Subsequent years	1,008.20
Provided that an assistant who has served five (5) years in the classification and is certified by the hospital as competent to assist in any type of surgical operation, shall be entitled to be classified as Senior.	
Trainee Operations Assistant	
On completion of three years' training, a Trainee shall be classified as Assistant.	859.20
Wardsperson	
1st year	939.80
Thereafter	946.80
Chief Wardsman	
1st year	989.40
Thereafter	997.70
Senior Chief Wardsman	
1st year	1,017.80
Thereafter	1,025.10
Surgical Dresser	
1st year	951.60
2nd year	959.60

Thereafter	971.70
Heart/Lung Technician	1,101.10
Heart/Lung Assistant	1,038.50
Neurophysiological Technician	
1st and 2nd year	1,073.40
3rd year and Thereafter	1,107.40
Senior Neurophysiological Technician	
In Charge of 2 or more employees	1,137.20
St George, New Childrens, RNSH, Royal Newcastle	1,228.80
RPAH, POW, PHH, Westmead	1,349.70
Trainee Neurophysiological Technician	938.10
Provided that promotion to Electro-Cardiograph Recorder/Technician is conditional upon the employee having completed 12 months' satisfactory service and the hospital having issued a certificate to the effect that the employee is competent to perform the duties required.	
Provided that promotion to Neurophysiological/Technician is conditional upon the employee satisfying the requirements of the course in Neurophysiology conducted by the New South Wales Institute of Psychiatry or such other qualifications deemed by the Ministry to be appropriate.	
Domestic Group	
Trainee Catering Officer	
1st year	960.40
2nd year	981.00
Thereafter	1,004.90
Surgical Bootmaker	
In charge of other Bootmakers/Repairers	1,105.50
Otherwise	1,083.20
Surgical Boot Repairer	1,063.20
Chef	
Grade A	1,051.50
Grade B	1,028.10
Grade C	1,005.30
Cook	
Grade A	986.30

Grade B	962.50
Team Leader, Central Linen Service (formerly "Foreperson")	1,017.00
Linen Supply Officer	
Under 300 Beds	953.10
300 Beds but less than 500 Beds	980.10
500 Beds and over	1,008.40
Assistant Foreperson	936.50
Hospital Assistant	
Grade 1	886.40
Grade 2	906.80
Grade 3	921.00
Sewing Room Supervisor	
In charge of 2-6 Dressmakers / Seamstresses	943.30
In charge of 7-11 Dressmakers / Seamstresses	955.00
In charge of 12 or more Dressmakers / Seamstresses	966.40
Housekeeper/Domestic Supervisor - not I/C Food Services	
Under 100 beds	958.00
100 beds but less than 200 beds	964.80
200 beds but less than 300 beds	973.50
300 beds but less than 400 beds	983.00
400 beds but less than 500 beds	1,003.10
500 beds and over	1,022.30
Home Supervisor	
100 beds but less than 200 beds	921.10
200 beds but less than 300 beds	948.80
300 beds but less than 400 beds	958.00
400 beds but less than 500 beds	970.90
500 beds and over	979.80
Maintenance/General Group	
Maintenance Supervisor (Non-Tradesman)	
In charge of staff	1,138.10
Otherwise	1,110.10

Boiler Attendant	
Maintenance of Plant	962.60
Otherwise	952.10
Fireman	906.80
Motor Vehicle, Ambulance and/or Bus Driver	
Up to 2,950 Kilograms	958.50
Over 2,950 Kg & up to 4,650 Kg	965.40
Over 4,650 Kg & up to 6,250 Kg	972.20
Over 6,250 Kg & up to 7,700 Kg	978.20
Over 7,700 Kg & up to 9,200 Kg	984.50
Over 9,200 Kg & up to 10,800 Kg	989.20
Over 10,800 Kg & up to 12,350 Kg	995.00
Over 12,350 Kg & up to 13,950 Kg	1,000.10
Over 13,950 Kg & up to 15,500 Kg	1,005.30
Over 15,500 Kg & up to 16,950 Kg	1,008.20
Over 16,950 Kg & up to 18,400 Kg	1,011.00
Over 18,400 Kg & up to 19,750 Kg	1,012.20
Over 19,750 Kg & up to 21,100 Kg	1,014.80
Over 21,100 Kg & up to 22,450 Kg	1,019.20
Trainee Patient Transport Officer	958.50
Patient Transport Officer	1,001.20
Fire Safety Officers	
Level 1 - Over 700 beds	1,644.60
Level 2 - 300-700 beds	1,463.70
Level 3 - Less than 300 beds	1,300.30
Gardening Staff	
Head Gardener Without Certificate	994.40
Head Gardener With Certificate	1,058.40
Gardener Without Certificate	938.00
Gardener With Certificate	965.70
Vocational Instructor - Rehab (Tradesman)	
1st year	1,183.20

2nd year	1,198.90
3rd year and Thereafter	1,214.30
Vocational Training Officer (Non-Trade)	
1st year	1,072.80
2nd year	1,088.60
3rd year and Thereafter	1,104.70
Health and Security Assistant	1,008.40
Security Officer	959.40
Senior Security Officer	
Year 1	1,046.90
Year 2	1,072.20
Printing Operators	
1st year	1,045.90
2nd year	1,053.80
3rd year	1,059.90
Printing Operators	
O.I.C Prince Henry Hospital	1,092.70
Child Care Worker	
1st year	892.70
2nd year	908.80
3rd year	943.10
4th year	959.50
5th year	978.60
6th year	1,000.80
Thereafter	1,018.40
Diversional Therapist without Diploma	
1st year	936.00
2nd year	954.70
3rd year and thereafter	976.40
Diversional Therapist with Diploma	
1st year	967.60
2nd year	1,025.10

3rd year	1,081.60
4th year	1,138.60
5th year	1,192.70
Tyre Fitter	941.90
Ambulance Support Officer	904.40
Apprentice Cook	
1st six months	481.90
2nd six months	674.20
3rd six months	770.50
4th six months	818.80
5th six months	868.30
6th six months	914.90
Appr.completion of 1st Yr exams (per week)	2.50
Appr.completion of 2nd Yr exams (per week)	5.30
Appr.completion of 3rd Yr exams (per week)	7.20
Apprentice Gardener	
1st Year	495.10
2nd Year	589.00
3rd Year	777.70
4th Year	872.10
Appr.completion of 1st Yr exams (per week)	2.50
Appr.completion of 2nd Yr exams (per week)	5.30
Appr.completion of 3rd Yr exams (per week)	7.20
Cardiac Technician	
Year 1	1,146.80
Year 2	1,190.20
Year 3	1,228.80
Year 4	1,262.90
Cardiac Technologists	
Grade 1	
Year 1	1,172.60
Year 2	1,216.40

Year 3	1,291.40
Year 4	1,379.80
Year 5	1,475.10
Year 6	1,569.20
Year 7	1,645.40
Year 8	1,698.50
Grade 2	
Year 1	1,645.40
Year 2	1,698.50
Year 3	1,827.10
Senior Cardiac Technologist	
Year 1	1,827.10
Year 2	1,888.10
Chief Cardiac Technologist	
Year 1	1,940.70
Year 2	2,153.30
Care Service Employee	
Grade 1 - New Entrant	675.40
Grade 1	788.60
Grade 2	837.90

Table 2 – Allowances

From 1 July 2017, the minimum allowances will be calculated per the following table.

From 1 July 2018, the minimum allowances will be calculated per the Health Employees' (State) Award (NSW) as in force from time to time.

Allowance	Rate per week from 1.7.2017 \$
Senior Laundry Staff -Tech. Cert.	12.50
Leading Hand I/C 2 to 5 employees.	33.00
Leading Hand I/C 6 to 10 employees.	46.80
Leading Hand I/C 11 to 15 employees	59.70
Leading Hand I/C 16 to 19 employees	72.90
Automatic Rotary Press operation/hr or part	0.60
Housekeeper/Domestic Supervisor - S'vise Nurse/ Domestic Home	9.00
Boiler Attendant's Certificate - other employee (p/week)	8.30
Boiler Attendant's Certificate & Flash Type Generator (p/wk)	19.60
Boiler Attendant/Fireman - Specified Hospitals (p/week)	50.20
Additional Duties - Boiler Attendant/Fireman	23.20
Ancillary Fire Safety Duties-100 beds or more	41.60
Ancillary Fire Safety Duties - Less than 100 beds	18.70
Gardener with/out Certificate - I/C 2 or more employees	33.00

IN THE FAIR WORK COMMISSION

FWC Matter No.: AG2018/22 - Application for approval of the Norfolk Island Health and Residential Aged Care Service Enterprise Agreement 2017-2021

Applicant: Norfolk Island Health and Residential Aged Care Service

Section 185 – Application for approval of a single enterprise agreement

Undertaking- Section 190

I, Peter Livingstone Bell, Bargaining Agent for Norfolk Island Health and Residential Aged Care Service give the following undertakings with respect to the *Norfolk Island Health and Residential Aged Care Service Enterprise Agreement 2017-2021* ("the Agreement"):

1. I have the authority given to me by Norfolk Island Health and Residential Aged Care Service to provide this undertaking in relation to the application before the Fair Work Commission.
2. Delete clause 13 Dispute Resolution (ii) and replace with
(ii) Where a dispute arises including about any matter arising under the Agreement and/or in relation to the National Employment Standards, regardless of whether it relates to an individual employee or to a group of employees, the matter must be discussed in the first instance by the employee(s) (or the Union or another workplace representative on behalf of the employee(s) if the employee(s) so request(s)) and the immediate supervisor of that employee(s).
3. Shift definition Undertaking
4. Norfolk Island Health and Residential Aged Care Service does not employ First Year Trainee hospital scientists and will not employ any employees in these classifications.
5. These undertakings are provided on the basis of issues raised by the Fair Work Commission in the application before the Fair Work Commission.



Signature

21 March 2018

Date