



# DECISION

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

**Royal Rehab**  
(AG2016/5032)

## ROYAL REHAB NURSES AGREEMENT 2016

Health and welfare services

COMMISSIONER CRIBB

MELBOURNE, 27 OCTOBER 2016

*Application for approval of the Royal Rehab Nurses Agreement 2016.*

[1] An application has been made for approval of an enterprise agreement known as the *Royal Rehab Nurses Agreement 2016* (the Agreement). The application was made pursuant to s.185 of the *Fair Work Act 2009* (the Act). It has been made Royal Rehab. The agreement is a single-enterprise agreement.

[2] An undertaking has been given with respect to clauses 6, 33(iv)(c), 46 and 51(vii)(e) and is taken to be a term of the Agreement. A copy of the undertaking is attached to this Decision as Annexure A and can also be found at the end of the Agreement.

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

[4] The Australian Nursing and Midwifery Federation (ANMF) and New South Wales Nurses and Midwives' Association (NSWNMA), 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) of the Act I note that the Agreement covers these organisations.

[5] The Agreement was approved in Chambers on 27 October 2016 and, in accordance with s.54 of the Act, will operate from 3 November 2016. The nominal expiry date of the Agreement is 30 June 2019.



ANNEXURE A



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19 October 2016

Commissioner Anna Lee Cribb  
Fair Work Commission  
11 Exhibition Street  
Melbourne, Victoria 3000

Dear Commissioner,

**UNDERTAKINGS- AG2016/5032- ROYAL REHAB NURSES AGREEMENT 2016**

I refer to your Honours recent communication regarding the *Royal Rehab Nurses Agreement 2016* and confirm the following undertakings:

1. In addition to the Clause 6. *Introduction of Change* and Clause 46. *Consultation regarding Major Workplace Change* in the *Royal Rehab Nurses Agreement 2016*, Clause 8.2 (a), (b) and (c) of the *Nurses Award 2010* (modern award) as defined below will apply:

*"(a) Where an employer proposes to change an employee's regular roster or ordinary hours of work, the employer must consult with the employee or employees affected and their representatives, if any, about the proposed change.*

*(b) The employer must:*

*(i) provide to the employee or employees affected and their representatives, if any, information about the proposed change (for example, information about the nature of the change to the employee's regular roster or ordinary hours of work and when that change is proposed to commence);*

*(ii) invite the employee or employees affected and their representatives, if any, to give their views about the impact of the proposed change (including any impact in relation to their family or caring responsibilities); and*

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

*(c) The requirement to consult under this clause does not apply where an employee has irregular, sporadic or unpredictable working hours."*

2. The provisions under Clause 33. (iv), (c), in the *Royal Rehab Nurses Agreement 2016* should read:

*"(c) all requests are to be considered having regard to the terms of NSW Health Policy Directive No. PD 2014\_029 Leave Matters for NSW Health Service (as amended from time to time), which includes the following criteria:*

*Applications from employees seeking access to reduced hours following a return from maternity leave should be approved, and where possible the reduced hours be available in the person's substantive role.*



*The 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.*

*Providing the returning employee is agreeable, another option is to return them to a different position at an equivalent level.*

*Consideration of requests for working reduced hours and the outcome of these requests should be documented by the Hospital. Employees who have had requests denied should be advised of appeal mechanisms, which may include processes defined in Clause 47. Disputes.*

*The following applies to applications for a return to work on a part time basis:*

- *Employees are required to apply for part time leave without pay to reduce their full time weekly hours of work. The balance of unworked hours will be recorded as unpaid maternity, adoption or parental leave*
- *Employees who return from maternity, adoption or parental leave under this arrangement do so for a specific period and retain their substantive hours with the right to convert to those hours at the end of the approved period of part time work*
- *Salary and other conditions of employment are applied on a pro rata basis during the period of part time work*
- *Employees retain their substantive status as full time staff and as such are not entitled to payment of any part time allowance."*

3. The provisions under Clause 51. (vii), (e), in the *Royal Rehab Nurses Agreement 2016* should read:

*"(e) If the matter remains unresolved, it should be dealt with in accordance with the provisions of sub-clauses (iv) to (ix) of Clause 47- Disputes in this Agreement"*

4. A copy of these undertakings will be affixed to all copies of this agreement distributed by the employer and the respective union covered by the agreement;
5. The Employer will forward to all employees a copy of these undertakings with an appropriate explanation of their effect.

Yours sincerely

Craig Wearne  
HR & Corporate Services Manager

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# Royal Rehab Nurses Agreement 2016

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## 2. TITLE, PARTIES AND DURATION

- (i) This Agreement shall be known as the Royal Rehab Nurses Agreement 2016
- (ii) This agreement is made in accordance with the Fair Work Act, 2009 (as amended) and is binding on:
  - (a) Royal Rehab ACN 000 025 794 and its subsidiaries ("**the employer**" or "**the Hospital**" or "**Royal Rehab**") of 235 Morrison Road Ryde, NSW 2112
  - and;
  - (b) The New South Wales Nurses' and Midwives' Association (NSWNMA) and, Australian Nursing and Midwives' Federation (ANMF) ('the Association') of 50 O'Dea Avenue, Waterloo, New South Wales, 2017
  - and;
  - (c) Nursing employees employed in classifications listed in Table 1 – Salaries of Part B, Monetary Rates).
- (iii) The NES and this agreement contain the minimum conditions of employment for employees covered by this Agreement. For existing employees, this Agreement will commence seven days after it has been approved by Fair Work Australia, and for new employees it will take effect from the day of commencement of employment. The Agreement shall have a nominal expiry date of until 30 June 2019.

## 3. DEFINITIONS

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

**"Act"** means the Fair Work Act 2009 (as amended).

**"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 =  $\frac{\text{Total Occupied Bed Days for the Period Less Unqualified Baby Bed Days}}{\text{Number of Days in the Period}}$

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 =  $\frac{\text{Total NIOOS Equivalents for the Period}}{10 \times \text{Number of Days in the Period}}$

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

**"AHPRA"** means the Australian Health Practitioner Regulation Agency.

**"Area Manager, Nurse Education"** - refer to Schedule 1, Nurse Managers.

**"Assistant in Nursing"** means a person, other than a registered nurse, trainee enrolled nurse, Enrolled Nurse or Enrolled Nurse without medication qualification who is employed in nursing duties in a public hospital or public health organisation.

**"Assistant Director of Nursing/ "** - refer to Schedule 1, Nurse Managers.

**"Association"** means the New South Wales Nurses' and Midwives' Association (NSWNMA) and the Australian Nursing and Midwifery Federation (ANMF), New South Wales Branch.

**"Association 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.

**"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.

**"Clinical Nurse Educator"** means a Registered Nurse 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 the employer.

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

The Clinical Nurse Educator shall provide for the delivery of clinical nurse 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 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 Grade 1"** means: a Registered Nurse who applies a high level of clinical nursing knowledge, experience and skills in providing complex nursing care directed towards a specific area of practice, a defined population or defined service area, with minimum direct supervision.

A Clinical Nurse 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 Grade 1 is distinguished from an 8th Year Registered Nurse 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 Grade 1 is a personal grading.



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

The Clinical Nurse Specialist Grade 2 classification encompasses the Clinical Nurse Specialist Grade 1 role criteria and is distinguished from a Clinical Nurse 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:
  - leadership in the development of nursing specialty clinical practice and service delivery in the ward/unit/service; or
  - specialist clinical practice across a small or medium sized health facility/sector/service; or
  - primary case management of a complete episode of care; or
  - primary case management of a continuum of specialty care involving both inpatient and community based services; or
  - an authorised extended role within the scope of Registered Nurse practice.

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

**"Clinical Nurse Consultant Grade 1" means:** a registered nurse appointed as such to a position approved by the public hospital or public health organisation, who has at least 5 years full time equivalent post registration experience and in addition who has approved post registration nursing qualifications relevant to the field in which they are appointed, or such other qualifications or experience deemed appropriate by the employer.

**"Clinical Nurse Consultant Grade 2" means:** a registered nurse 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 qualifications relevant to the field in which they are appointed or such other qualifications or experience deemed appropriate by the public hospital or public health organisation. The 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 Grade 3" means:** a registered nurse 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 qualifications relevant to the field in which they are appointed or such other qualifications or experience deemed appropriate by the employer. The 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.

**"Day Worker"** means a worker who works her/his ordinary hours from Monday to Friday inclusive and who commences work on such days at or after 6 a.m. and before 10 a.m., 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.

**"Ministry"** means the NSW Ministry of Health.

**"Deputy Director of Nursing"** - refer to Schedule 1, Nurse Managers.

**"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 the employer 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 the employer which satisfies the criteria as agreed between the Association and the Ministry from time to time.

**"Experience"** in relation to a trainee enrolled nurse or assistant in nursing, means experience both before and/or after the commencement of this Agreement, whether within New South Wales or elsewhere and, in the case of a trainee enrolled nurse, 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) 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 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, or its successors, assignees or transmittes.

**"Local Health District"** includes Specialist and Additional Networks and means a public health organisation established pursuant to the provisions of the *Health Services Act* of 1997 including all public hospitals, facilities and other establishments and health services under the control and management thereof.

**"Manager, Nurse Education"** - refer to Schedule 1, Nurse Managers.

**“NES”** means the National Employment Standards as amended from time to time.

**“NSW Health Service”** means an organisation defined in Section 7 of the Health Services Act, 1997 as follows:

- (a) a local health network;
- (b) a statutory health corporation; or
- (c) an affiliated health organisation in respect of the its recognised establishments and recognised services or;
- (d) a Clinical Support Cluster; or
- (e) a Public Hospital, meaning;
  - i. a hospital controlled by a local health network, or;
  - ii. a hospital controlled by a statutory health corporation, or
  - iii. a hospital that is recognised establishment of an affiliated health organisation, or;
  - iv. a hospital controlled by the Crown (including the Minister or the Director General of Health).

**“Nurse Educator Grade 1”** means a Registered Nurse holding post registration nursing clinical or education qualifications relevant to the clinical area in which they are appointed; and who is appointed to a position of Nurse Educator Grade 1.

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

- Post-registration certificates;
- Continuing nurse education;
- Transition programs for newly registered nurses and newly enrolled nurses;
- Trainee enrolled nurse programs;
- 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 Grade 2”** means a Registered Nurse with post registration nursing clinical or education qualifications relevant to the clinical area in which they are appointed, or qualifications deemed equivalent by the employer; and who is appointed to a position of Nurse Educator Grade 2.

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

- A nursing education portfolio (including but not limited to a transition program, trainee enrolled nurse, enrolled nurse or registered nurse program) across the employer's organisation;
- A nursing education program for a clinical division or divisions across the employer's organisation; or
- A nursing 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 twelve months satisfactory full-time service.

**“Nurse Educator Grade 3”** means a Registered Nurse holding post registration nursing clinical or education qualifications relevant to the clinical area or areas in which they are appointed, or qualifications deemed equivalent by the employer; and who is appointed to a position of Nurse Educator Grade 3.

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

- A comprehensive nursing education program across the employer's organisation; or
- The nurse education service within the employer's organisation.

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

**"Nursing hours wards and units"** refers to wards and units in Section II Nursing Hours Wards and Units of Clause 51 Staffing Arrangements that utilise nursing hours per patient day to determine the number of nursing hours required to provide direct clinical care.

**“Nurse Manager”** means any employee who is allocated to a nurse manager grade in accordance with Clause 39 Grading of Nurse Manager Positions of this Agreement.

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

**“Nurse Practitioner Year 3 and Thereafter”** means a registered nurse appointed as such to a position approved by the Director-General and who is endorsed by the Board to practise as a Nurse Practitioner; and who is working within clinical guidelines approved pursuant to section 78A of the Nurses' Act 1991.

Provided that a Nurse Practitioner shall not progress or be appointed to Nurse 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 Practitioner cannot be appointed directly to Nurse Practitioner Year 3 and Thereafter.”

**"Nursing Unit Manager"** means a registered nurse in charge of a ward or unit or group of wards or units and shall include:

**"Nursing Unit Manager Level 1"**, whose responsibilities include:

**(a) CO-ORDINATION 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 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 Unit Manager Level 1.

**"Nursing 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 Unit Manager Level 2.

**"Private Facilities"** mean the 24 beds licenced to the Royal Rehab Private Hospital (Licence No. PH0030021 under the NSW Private Health Facilities Act 2007).

**"Public Health Organisation"** means:

- (a) a Local Health District, or;
- (b) a statutory health corporation, or;
- (c) an affiliated health organisation in respect of its recognised establishments and recognised services; or
- (d) a Clinical Support Cluster.

**"Public Hospital"** means:

- (a) a hospital controlled by a Local Health District, or;
- (b) a hospital controlled by a statutory health corporation, or;
- (c) a hospital that is a recognised establishment of an affiliated health organisation, or;
- (d) a hospital controlled by the Crown (including the Minister or the Director-General of Health).

**"Registered Nurse"** means a person registered by the Board as a Registered Nurse

**"Residential Care Nurse"** means a person other than a Registered Nurse, Enrolled Nurse or an Enrolled Nurse without medication qualification, who is employed in the delivery of nursing care to clients in residential settings conducted by or on behalf of public hospitals or public health organisations, and which are located either in the general community or in the grounds of public hospitals, excepting any "off campus" or "satellite" group homes generated from the Weemala Unit of the Royal Rehabilitation Service. The duties performed by Residential Care Nurses shall comprise assisting with the care of residents which may include the supervision, training and assistance of residents in the performance of household tasks such as laundry, kitchen, general maintenance or other personal support tasks.

**“Senior Nurse Educator”** - refer to Schedule 1, Nurse Managers.

**“Service”** for the purpose of Clause 9, Salaries, means service before or after the commencement of this Agreement in New South Wales or elsewhere as a registered nurse, 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 Employer, 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 Agreement shall be deemed to be a reference also to the School of Nursing Studies, Cumberland College of Health Sciences.

**“Shift Worker”** means a worker who is not a day worker as defined. This definition of “Shiftworker” is not a definition of shiftworker for the purposes of the National Employment Standards;

**“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.

#### **4. HOURS OF WORK AND FREE TIME OF EMPLOYEES OTHER THAN DIRECTORS OF NURSING**

- (i) The ordinary hours of work for day workers, other than Directors of Nursing, 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, 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 twenty eight 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 twelve additional days off duty per annum (per NSW Health Policy Directive No. PD 2014\_029 Leave Matters for the NSW Health Service), employees working ten 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 thirty eight 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 eight hours each over twenty days in each cycle of twenty eight days.
- (iv) (a) Each shift shall consist of no more than ten hours on a day shift or eleven hours on a night shift with not less than ten hours break between each rostered shift, unless agreed otherwise between an employee and local nursing management. An employee shall not work more than seven consecutive shifts unless the employee so requests and local nursing management agrees but in no case shall an employee be permitted to work more than ten consecutive shifts. In any fortnightly pay period an employee shall not be rostered for more than three quick shifts, ie. an evening shift followed by a morning shift, unless agreed otherwise between an employee and local nursing management.
- (b) Where ten hour night shifts are in operation, at the commencement date of this Agreement or subsequent thereto, the length of these shifts must not be altered without the consent of the Association.
- (v) (a) The employee's additional day off duty prescribed in subclause (iii) of this clause (as a consequence of the implementation of the thirty eight 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.
- (b) Employees shall not be entitled to the provisions of paragraph (a) of subclauses (iii) and (v) of this clause (i.e. an additional day off as a consequence of a thirty eight hour week) when undertaking block training.
- (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 their local nursing management 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 accruing ADO when it falls due in accordance with the roster
- (b) The Employer 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 6 a.m. and 9 a.m.
  - Midday Meal - between 12 noon and 2 p.m.
  - Evening Meal - between 5 p.m. and 7 p.m.
  - Night Meal - between 10 p.m. and 2 a.m.

Employees must not be required to work during meal breaks as a matter of routine practice unless mutually agreed at the local level. 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 ten 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 thirty 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 local nursing management.
- (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 local nursing management.
- (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 Unit Manager or to a registered nurse 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 twenty 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 his or her return to duty after days off, except by agreement between the employee and the local nursing management. An evening shift shall be one which commences at or after 1 p.m. and before 4 p.m.
- (b) An employee at his or her request, 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 12, Special Allowances. 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 Association) it is necessary to ensure the provision of services, to place staff on call on rostered days off.
- (xviii) The employer shall not alter the period over which the ordinary hours of work of employees are balanced except upon giving one month's notice of the intention so to do to the Association.

## 5. 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 Association on behalf of the nurses participating in the project. Provided that the Association 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 Association or nurses 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 Association or the nurses 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 Association agrees to participate in a review of the operation of this clause, if requested by the Employer.
- (iii) Pilot 12 hour shift systems in place as at 1 July 2008 shall continue to operate in accordance with the provisions of the relevant pilot agreement.
- (iv) From 1 July 2008, new 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 Association and affected employees 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.
- (v) 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 8 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 8 hour shifts as agreed between the employee and the employer.

- (c) Payment for full time employees shall be for seventy six 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 twelve and a half hours and shall include one half hour unpaid meal break and 2 x 20 minute paid tea breaks.
- (e) The night shift may have a span of up to twelve and a half hours and shall include one thirty minute unpaid meal break and a further one hour paid break or 2 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 eleven and a half 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 unit 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 management shall be entitled to consider whether continuation of the system in that ward, unit or operational area remains appropriate. Where management 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.

## **6. INTRODUCTION OF CHANGE**

- (a) Where an employer 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 Association and employees who may be affected by the proposed changes. Discussions shall commence as soon as practicable after such decision has been taken.
- (b) "Significant effects" includes:
  - i. termination of employment;
  - ii. major changes in the composition, operation or size of the employer's workforce or in the skills required;
  - iii. changes in employment and/or promotional opportunities or job tenure for a class or group of employees;
  - iv. the alteration of hours of work for a class or group of employees; or
  - v. the need for training or transfer of a class or group of employees to other work or location, and the restructuring of jobs.

- (c) The employer shall discuss with the employees affected and the Association, 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 Association in relation to the changes.
- (d) For the purpose of such discussion, the employer shall provide to the employees concerned and the Association 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 the employer shall not be required to disclose confidential information, the disclosure of which would adversely affect the employer, Ministry or Director-General of Health; or is an exempt matter under the *Government Information (Public Access) Act 2009* (the 'GIPA Act').
- (e) The provision of communication during maternity, adoption or parental leave is in accordance with Part E Communication During Leave, of Clause 33, Maternity, Adoption and Parental Leave.
- (f) With respect to occupational health safety matters as referred to in the *Work Health and Safety Act 2011*, the provisions of that Act apply, and specifically the provisions under Section 47, "Duty to consult workers", as varied from time to time.

#### 6A. MANAGING EXCESS STAFF

- (i) The purpose of this clause is to specify the redundancy provisions that apply to all permanent employees covered by this Agreement.
- (ii) The parties agree that the NSW Ministry of Health Policy Directive PD2012\_021 Managing Excess Staff of the NSW Health Service will apply to all employees covered by this Agreement except where this Agreement provides a greater condition or entitlement, in which case, this Agreement will prevail to the extent that it is more favourable than that Policy.
- (iii) The parties also acknowledge that the NES provides minimum conditions with respect to termination of employment and redundancy provisions.
- (iii) Definitions - .
  - (a) **Excess Staff Member** means an employee who is advised in writing that they no longer have a substantive position and cannot be offered any other suitable vacant permanent positions. The loss of the substantive position shall be the result of the deletion, alteration or relocation of the position as a result of organisational change.
- (iv) Upon being declared excess, an excess staff member has 14 days to choose between two courses of action:
  - (a) Accept an offer of voluntary redundancy and exit the employment of the employer within two weeks of accepting the offer or at a time nominated by the employer. Voluntary redundancy payments will be made in accordance with subclause (v); or;
  - (b) Decline the voluntary redundancy offer and pursue redeployment during a three month retention period. After the three month retention period a Forced Redundancy will take effect in accordance with the provisions outlined in the NSW Ministry of Health Policy Directive PD2012\_021 Managing Excess Staff of the NSW Health Service;
- (v) Where an Excess Staff Member accepts voluntary redundancy pursuant to subclause (iv)(a) of this clause, they shall be entitled to the following payments:
  - (a) four weeks notice or payment in lieu, plus
  - (b) for staff members aged 45 years and over with five or more years of completed service, an additional one weeks notice or payment in lieu, plus

- (c) a severance payment at the rate of three weeks per year of continuous service with a maximum of 39 weeks, with pro-rata payments for incomplete years of service to be on a quarterly basis; plus
- (d) the benefit allowable as a contributor to a retirement fund, plus
- (e) pro rata annual leave loading for leave accumulated at the date of termination, plus
- (f) the following incentive payments based on years of service:

Length of service	Additional payment
Less than one year	Two weeks pay
One year and less than two years	Four weeks pay
Two years and less than three years	Six weeks pay
Three or more years	Eight weeks pay

- (vi) All continuous service in NSW public sector agencies in accordance with Schedule 3A of the Public Sector Employment and Management Act 2002 is recognised for voluntary redundancy purposes provided no previous redundancy payment has been made for this service. This means that service is considered continuous if a break in service between engagements is less than two months.
- (vii) The severance payment is paid as follows:
  - (a) The hourly rate of pay to apply to the severance payment is that applicable to the staff member's substantive position.
  - (b) The hours per week to apply to the severance payment is as follows:
    1. If the employee is full time at the time of the redundancy, full time hours; or
    2. If the employee is part time at the time of the redundancy;
    3. at the part time hours worked at the time of the redundancy; or
    4. at the average full time equivalent hours worked over the previous up to 13 years, whichever is greater.
  - (c) To determine if periods of leave without pay count as service in calculating the severance component, the long service leave principles apply. That is:
    1. staff with less than 10 years service - leave without pay will not be accepted as part of completed years of service;
    2. staff who have completed at least 10 years service - leave without pay for periods not exceeding six months taken after 1 January 1973 will be accepted as part of completed years of service.
- (viii) If an excess staff member on workers compensation chooses voluntary redundancy, they exit the service pursuant to these procedures. It should be noted that acceptance of a redundancy payment does not, by itself, deny an injured staff member appropriate ongoing compensation where there is continuing incapacity to work.

## 7. HOURS OF WORK AND FREE TIME OF DIRECTORS OF NURSING

- (i) A Director of Nursing shall be free from duty for not less than nine 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 twenty eight days of becoming due.
- (ii) A Director of Nursing shall, where practicable, inform their employer giving not less than seven days' notice of the days they propose 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.

## 8. 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 nursing service 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 4, Hours of Work and Free Time of Employees other than Directors of Nursing, 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.

## 9. SALARIES

- (i) The current minimum salaries are set out in Column 1 in Table 3 – Salaries, of Part B Monetary Rates. The parties have agreed the following increases identified in Columns 2 – Columns 5 will apply as follows:
  - a) 2.27% from the first pay period to commence on or after 1 July 2013 (Column 2) ;
  - b) 2.27% from the first pay period to commence on or after 1 July 2014 (Column 3;
  - c) 2.5% from the first pay period to commence on or after 1 July 2015 (Column 4); and
  - d) 2.5% from the first pay period to commence on or after 1 July 2016 (Column 5)
- (ii) The current minimum allowances are set out in Column 1 of Table 2 - Other Rates and Allowances, of Part B Monetary Rates. The parties have agreed that the following increases identified in Columns 2 – Columns 5 will apply to 'salary related' allowances as follows:
  - (a) 2.27% from the first pay period to commence on or after 1 July 2013;
  - (b) 2.27% from the first pay period to commence on or after 1 July 2014;
  - (c) 2.5% from the first pay period to commence on or after 1 July 2015; and
  - (d) 2.5% from the first pay period to commence on or after 1 July 2016.
- (iii) The parties agree that a further 2.5% wages and salary related allowance increase will be paid from the first pay period to commence on or after 1 July 2017 and 1 July 2018 to reflect the proposed increase in the Public Health System Nurses' and Midwives' (State) Award ("**Award**"). The parties agree that the intent of this provision is to ensure that any increases will reflect the Award increase up to 30 June 2019 and further acknowledge that any increases which are greater than or less than the proposed 2.5% will be the actual increase payable. Further, the parties agree that any future changes to the Award including increases in expense related allowances will apply.
- (iv) 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 1<sup>st</sup> year shall not progress to Enrolled Nurse 2<sup>nd</sup> year until completion of twelve months' service at the 1<sup>st</sup> year rate (or for part time employees the full time equivalent of 1,982 hours), and to the 3<sup>rd</sup> year rate until completion of twelve months' service at the 2<sup>nd</sup> year rate (or for part time employees the full time equivalent of 1,982 hours), and so on throughout the scale.

## 10. SALARY SACRIFICE TO SUPERANNUATION

- (i) Notwithstanding the salaries prescribed in Clause 9, Salaries, 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 together with any salary packaging arrangements under Clause 49, Salary Packaging, of this Agreement 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 New South Wales public sector superannuation trustee corporations.

- (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 the employer.
  - (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:
  - (a) paid into the superannuation scheme established under the *First State Superannuation Act 1992* as optional employer contributions; or
  - (b) subject to the employers agreement, paid into private sector complying superannuation scheme as employer superannuation contributions.
- (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 the employee is a member of a superannuation scheme established under:
  - (a) the *Police Regulation (Superannuation) Act 1906*;
  - (b) the *Superannuation Act 1916*;
  - (c) the *State Authorities Superannuation Act 1987*;
  - (d) the *State Authorities Non-contributory Superannuation Act 1987*; or
  - (e) the *First State Superannuation Act 1992*

the employer must ensure that the amount of any additional employer superannuation contributions specified in subclause (i) above is included in the employee's superannuable salary which is notified to the New South Wales public sector superannuation trustee corporations.

- (vii) Where, prior to electing to sacrifice a part or all of their salary to superannuation, an employee had entered into an agreement with their employer to have superannuation contributions made to a superannuation fund other than a fund established under legislation listed in subclause (vi) above, the employer will continue to base contributions to that fund on the salary payable under Clause 9, Salaries, 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 the Employer may be in excess of the superannuation guarantee requirements after the salary sacrifice is implemented.

## **11. 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*.
- (ii) The leave entitlements provided for in Clause 36, Sick Leave and Clause 31, 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.

## **12. SPECIAL ALLOWANCES**

- (i)
  - (a) A registered nurse in charge of a facility of not more than 100 beds 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 Item 1, of Table 2 of Part B 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 the employer to be on call otherwise than as provided in (b) and (c) hereof shall be paid the sum as set out in Item 2 of Table 2 of Part B for each hour or part thereof with a minimum payment of eight hours at that rate.
  - (b) An employee required to be on call on rostered days off in accordance with paragraph (c) of subclause (xvii) of Clause 4, Hours of Work and Free Time of Employees Other Than Directors of Nursing, shall be paid the sum as set out in Item 3, of Table 2 of Part B for each hour or part thereof with a minimum payment of eight hours at that rate.
  - (c) An employee who is directed to remain on call during a meal break shall be paid an allowance as set out in Item 4, of Table 2 of Part B.
  - (d) Where an employee on call leaves their place of work and is recalled to duty, they 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 by the Ministry 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 registered nurse who is designated to be in charge of a ward or unit during day, evening or night shifts, when the Nursing Unit Manager is not rostered for duty, shall be paid an allowance as set out in Item 5, of Table 2 of Part B per shift. Provided that the allowance shall also be paid when the Nursing Unit Manager is rostered on duty if the day to day clinical management role for the shift is delegated to a designated registered nurse. Provided further that the allowance shall also be paid in the absence of a Nurse Manager in facilities where the Nurse Manager undertakes the functions usually carried out by a Nursing Unit Manager.
- (iv) A registered nurse who is designated to be in-charge of a ward or unit when the Nursing Unit Manager is not rostered for duty and who is also designated to be in-charge of the facility of less than a hundred beds during the day, evening or night on the same shift shall be paid an allowance as set out in Item 6, of Table 2 of Part B per shift. Provided that this allowance shall also be paid in facilities where the Nurse Manager undertakes the functions usually carried out by a Nursing Unit Manager.
- (v)
  - (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 Item 2 of Table 2 of Part B 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 Item 3, of Table 2 of Part B 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 counseling 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 counseling for up to 8 hours and is required to provide telephone counseling, such employee is to be paid one hour at ordinary rates (excluding penalties). If an employee receives more than one call to provide telephone counseling, no additional payment is to be made.
    - 2. An employee on call for telephone counseling for 8-16 hours and is required to provide telephone counseling, such employee is to be paid two hours at ordinary rates (excluding penalties). If an employee receives more than one call to provide telephone counseling, no additional payment is to be made.
    - 3. An employee on call for telephone counseling for 16-24 hours and is required to provide telephone counseling, such employee is to be paid three hours at ordinary rates (excluding penalties). If an employee receives more than one call to provide telephone counseling, 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 24, Overtime.
- (vi) A registered nurse who is designated in-charge of a facility of greater than 100 beds during an evening or night shift Monday to Friday or any Saturday or Sunday shift shall be paid an allowance per shift as set out in Item 7, of Table 2 of Part B. This allowance shall not apply to registered nurses holding positions of a higher grade than Clinical Nurse Grade 2. The employer shall not use this provision on a permanent basis in place of appointing a Nurse Manager.

### **13. CONTINUING EDUCATION ALLOWANCE**

- (i) An employee employed in the classification of Registered Nurse (years 1 to 8), Clinical Nurse Specialist, Nursing Unit Manager, Nurse Manager Grade 1, Nurse Manager Grade 2 or Nurse Manager Grade 3 and above (who satisfies the employer that they are engaged in clinical work for more than 50% of her/his 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 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 Schedule 2 shall be paid an allowance of an amount set out in Item 14 of Table 2 – Other Rates and Allowances, of Part B, Monetary Rates.
- (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 Item 15 of Table 2 – Other Rates and Allowances, of Part B, Monetary Rates.
- (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 Item 16 of 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 Item 17 of 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 Item 18 of 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 Item 19 of the said Table 2.
- (ix) A Clinical Nurse 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 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 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 who holds a post graduate diploma, degree, Masters or Doctorate in education or a clinical field, or a Clinical Nurse 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 at either Item 16 or 17 of 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 that is not resolved by the process contained in subclauses (i) to (iv) of Clause 47, Disputes, of this Agreement, negotiations between the Employer and the Association (or other workplace representative) must occur prior to referral to Fair Work Commission (or its successor) for determination.

#### **14. 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 6am – 15%.  
  
 Nightshift commencing at 6am and before 10am - 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 28, Part-time, Casual and Temporary Employees, 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 29, Annual Leave.
- (vi) This clause shall not apply to Nurse Managers classified Grade 4 or above.

## **15. FARES AND EXPENSES**

- (i) An employee required to travel in the performance of duty shall be reimbursed first-class fares (including sleeper accommodation) and all reasonable out-of-pocket expenses.
- (ii)
  - (a) An employee who is engaged for an indefinite period and who remains in the employment for at least six months shall be reimbursed forward fares from the place of engagement; provided that the distance of normal travel there from to the employment exceeds 40 kilometres.
  - (b) An employee who is engaged for an indefinite period and who is dismissed within six months for any reason, shall be reimbursed forward fares from the place of engagement; provided that the distance of normal travel there from to the employment exceeds 40 kilometres and shall also be reimbursed return fares to such place of engagement or the employee's immediate destination whichever is the cheaper.
- (iii) An employee who is engaged for a definite period and who completes the period of engagement or who is dismissed before completing such period for any reason, shall be reimbursed forward fares from the place of engagement provided that the distance of normal travel there from to the employment exceeds 40 kilometres and shall be reimbursed return fares to such place of engagement or to the employee's immediate destination, whichever is the cheaper.
- (iv) Subclauses (ii) and (iii) of this clause shall not apply to nurses travelling to a public hospital for post-graduate training.
- (v) Fares within the meaning of this clause shall include only fares incurred in respect of travel within New South Wales.
- (vi) An employee who claims reimbursement of fares, pursuant to this clause, shall furnish to the employer, if so required, satisfactory proof that they have not received from another employer reimbursement in respect to those fares.

## **16. SPECIAL RATES AND CONDITIONS**

### **(i) Team Leader**

- (a) Payment of the Team Leader allowance provided for in the Health Professionals and Medical Salaries Award ceased to apply for employees covered by this Agreement from 1 July 2008, except that nurses in receipt of such an allowance immediately prior to 1 July 2008 whose salary is in advance of the applicable rate under the *NSW Health Service Health Professionals (State) Award* continue to receive that allowance while occupying their existing role.
- (b) 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 the *NSW Health Service Health Professionals (State) Award* for the Team Leader role shall for all purposes be paid the difference between their salary and the applicable salary set out in the *NSW Health Service Health Professionals (State) Award* for the relevant Team Leader classification as follows:
  - (1) 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.

- (2) A registered nurse responsible for the leadership, guidance and line management of a multi-disciplinary team of more than five and less than ten 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.
- (3) A registered nurse responsible for the leadership, guidance and line management of a multi-disciplinary team of more than ten and less than twenty 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.

## **17. TELEPHONE ALLOWANCE**

If an employee is required by his or her employer to have a telephone installed at his or her 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; and
- (c) the cost of all official calls.

## **18. TRAINEE ENROLLED NURSES – This clause has been deleted from 1 July 2015**

## **19. 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 the employee's 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 NSW TC 14/30 Review of Meal, Travelling and Other Allowances (as amended or replaced).
- (iii)
  - (a) Where an employer 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 local branch of the Association prior to notice of changed accustomed place of work being given. An employer shall only make such a determination where it is reasonable in all the circumstances to do so.
  - (b) The employer shall give the employee reasonable notice of the requirement to report to a new accustomed place of work. For the purpose of this sub-clause, "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 the employer, the employee shall report to the new accustomed place of work on the date specified by the employer.
- (d) If there is disagreement about such decision after such discussion or if a significant number of employees are involved, the matter should be referred to the Ministry of Health, which will discuss the matter with the appropriate union(s) and will determine the date upon which notice will be given to employee(s).
- (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 (b) hereunder.
- (b) If a reliever incurs fares in excess of the amount as set in Item 8 of Table 2 - Other Rates 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 his/her own mode of conveyance and incurs travelling costs in excess of the amount as set in Item 8 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 NSW TC 14/30 Review of Meal, Travelling and Other Allowances (as amended or replaced).
- (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.

## **20. CAR ALLOWANCE**

An employee who, with the approval of the Chief Executive Officer or his/her nominee, 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 NSW TC 14/30 Review of Meal, Travelling and Other Allowances (as amended or replaced).

## **21. 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.

## **22. 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 nursing 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 an employer, shall return any uniform or part thereof supplied by that employer which is still in use immediately prior to leaving.
- (iii) (a) In lieu of supplying uniforms and shoes to an employee, an employer shall pay the said employee the sum as set out in Item 9 of Table 2 of Part B per week, which includes a sum as set in the said Item 9 per week for shoes. Provided, however, that if a uniform includes a cardigan or jacket an additional amount as set in the said Item 13 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 Item 10, of Table 2 of Part B 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 the employer requires any employee to wear headgear, the employer 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.

## **23. 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. The employer 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 the employer, or the employer 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.

## **24. 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 the workplace or enterprise;
  - (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 1 of Clause 28, Part Time, Casual and Temporary Employees, (i.e. Permanent Part-Time Employees) shall be entitled to payment for overtime in accordance with the arrangements set out in NSW Health Policy Directive No. PD2014\_039 Nurses and Midwives – Permanent Part-time – Overtime provisions for an On Call Roster, as

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 after leaving the employer's premises 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) In lieu of the conditions specified in subclauses (ii) and (iii) of this clause, a nurse 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 a nurse 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) Nurses 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 nurses and taken by nurses must be maintained.
- (v) An employee required to work overtime following on the completion of his or her 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 1 of Clause 28, Part-Time, Casual and Temporary Employees, 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.
- (vi) 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.
- (vii)
  - (a) The meals referred to in subclause (v) and (vi) 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 NSW TC 14/3028 Review of Meal, Travelling and Other Allowances (as amended or replaced).
- (viii) Where an employee is required to work an overtime shift on his or her rostered day off, the appropriate meal breaks for that shift, as prescribed by Clause 4, Hours of Work and Free Time of Employees Other Than Directors of Nursing, shall apply.
- (ix) An employee who works so much overtime:
  - (a) between the termination of his or her ordinary work on any day or shift and the commencement of their ordinary work on the next day or shift that they have 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 his or her next day or shift; shall, subject to this subclause, be released after completion of such overtime until they have 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 they shall be paid at double rates until released from duty

for such period and they then shall be entitled to be absent until they have 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 12, Special 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 sub-clause.
- (x) 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.
- (xi) This clause shall not apply to Nurse Managers classified at Grade 4 or above, except where all of the following criteria are met:
  - (a) the Nurse Manager is employed in a small public hospital that does not employ Nurse/Midwife Managers to supervise the nursing/midwifery services on evenings, nights and/or weekends; and
  - (b) the Nurse 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
  - (c) the Nurse Manager is required to work overtime in order to personally provide "hands on" clinical care of patients.

## **25. 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.

## **26. 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 employees and the Association
- (ii) Employees shall have their salary paid into one account with a bank or other financial institution in New South Wales 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 twenty four 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 44, Termination of Employment, shall be paid all monies due to them prior to ceasing duty on the last day of employment. Where an employee is summarily dismissed or their services are terminated without due notice, any monies due to them 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; employees' 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:**

- (i) 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;
- (ii) 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**

- (i) 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 proposed to commence.
- (ii) One off overpayments may be recovered with the written agreement with the employee in the next normal pay.
- (iii) Where an employee agrees, the Employer can recover overpayments according to an agreed written schedule. The recommended 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.
- (iv) The recommended recovery rate of 10% of an employee's gross fortnightly base pay referred to in subclause (b) (iii) above may be utilised with the written agreement of the employee.
- (v) 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) (iii) above, the employer may with the written agreement of the employee 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.



## **27. 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 they would have been entitled if registered as a Registered Nurse or Enrolled Nurse.

## **28. PART-TIME, CASUAL AND TEMPORARY EMPLOYEES**

### **PART I - PERMANENT PART-TIME EMPLOYEES**

- (i) A permanent part-time employee is one who is permanently appointed by the employer to work a specified number of hours which are less than those prescribed for a full-time employee. Provided that the employer must not utilise this provision in a manner which has the effect of subverting the intentions of the thirty eight hour week arrangements whereby full-time employees work on no more than nineteen days in each twenty eight day roster cycle.
- (ii) The number of persons employed under Part 1 of this Clause shall be limited so that the proportion of the employer's permanent part-time nursing workforce, expressed in full-time equivalents, shall not exceed 33 1/3 per cent of the employer's total nursing workforce, expressed in full-time equivalents. Provided that where the consent of the Association is first obtained, the figure of 33 1/3 per cent permanent part-time employees may be exceeded. Should the Association not consent to a higher percentage of permanent part-time employees at the facility resort may be had to the dispute settling procedures provided for in Clause 47, Disputes. The parties agree that they will take account of the Government's flexible work practices policy.
- (iii) Subject to subclause (iv) of this clause employees engaged under Part 1 of this Clause shall be paid an hourly rate calculated on the basis of one thirty-eighth of the appropriate rate prescribed by Clause 9, Salaries, with a minimum payment of two hours for each start, and one thirty-eighth of the appropriate allowances prescribed by Clause 22, Uniform and Laundry Allowances, but shall not be entitled to an additional day off or part thereof as prescribed by subclauses (iii) and (v) of Clause 4, Hours of Work and Free Time of Employees Other Than Directors of Nursing.
- (iv) 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 29, Annual Leave, and Clause 30, Annual Leave Loading, shall apply to employees engaged under Part 1 of this Clause. The remaining provisions of Clause 29, Annual Leave 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, Good Friday, Easter Saturday, Easter Monday, Anzac Day, Queen's Birthday, Labour Day, 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 addition to those public holidays prescribed in subclause (vii) of this Part, there shall be an extra public holiday each year. Such public holiday will occur on the August Bank Holiday or a date which is determined by the employer following consultation with the Association. This public holiday is in

substitution for any additional local public holiday or half public holiday proclaimed in a local government area.

- (ix) 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 twelve months' qualifying period.
- (x) 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.
- (xi) Where a permanent part-time employee has been rostered to work any additional shift and is subsequently notified by the employer with less than twenty four 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.
- (xii) 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 twelve 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.
- (xiii) A part time employee may elect to convert to full time status. The employer will not unreasonably withhold such agreement to this request.

## **PART II - CASUAL EMPLOYEES**

### **A. 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 9, Salaries, plus the casual loading of 25 % . A casual employee will be paid a minimum payment of two hours for each start, and one thirty-eighth of the appropriate allowances prescribed by Clause 22, Uniform and Laundry Allowances.
- (iii) With respect to a casual employee the provisions of Clause 40, Deputy Directors of Nursing, Assistant Directors of Nursing; Clause 7, Hours of Work and Free time of Directors of Nursing; Clause 24, Overtime; Clause 29, Annual Leave; Clause 15, Fares and Expenses; Clause 19, Mobility, Excess Fares and Travelling, Clause 53, Learning and Development Leave and sub-clause (vii) of Clause 37, Accommodation and Board, 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 4, Hours of Work and Free Time of Employees Other Than Directors of Nursing.
- (iv) Casual employees shall not be entitled to Annual Leave.
- (v) A casual employee who is required to and does work on a public holiday as defined in sub-clauses (iii) and (iv) of Clause 29, Annual Leave, 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 a casual employee shall not be entitled to be paid in addition the casual loading prescribed in subclause (ii) of Part II in respect of such work.
- (vi) 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.
- (vii) A casual employee must not be required to work more than twelve consecutive hours unless the casual employee consents to do so.

## **B. Casual Conversion**

- (i) The objective of this subclause B, Casual Conversion, 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. These provisions arise from the Secure Employment Test Case 2006.
- (ii) A casual employee engaged by a particular employer 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) Every employer of such a casual employee shall give the employee notice in writing of the provisions of this sub-clause within four weeks of the employee having attained such period of six months. However, the employee retains their right of election under this subclause if the employer 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 they seek to elect to convert 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.
- (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 either consistent with any other part-time employment provisions of this Agreement or pursuant to a part time work agreement made under Chapter 2, Part 5 of the *Industrial Relations Act 1996 (NSW)*.

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.

### **PART III - TEMPORARY EMPLOYEES**

- (i) A temporary employee is one engaged for a set period not exceeding thirteen weeks, provided that fixed term contracts of employment, whether for periods greater or lesser than thirteen weeks, must not be offered in preference to ongoing contracts unless they are necessary to meet the genuine operational requirements of the employer, which may include but not be limited to parental leave, limited term funding arrangements, long term leave relief, forthcoming service reductions, and anticipated peak demand times.
- (ii) A temporary employee shall be paid in addition to all rates and allowances to which the said employee is entitled under this Agreement, an allowance equal to 10 per centum of the rates prescribed for their classification by Clause 9, Salaries, of this Agreement, provided that this subclause shall cease to apply upon:
  - (a) the said period of engagement being extended after the said period of thirteen weeks;
  - (b) the employer and the employee agreeing during the said period of thirteen weeks, that the employee shall be employed on a permanent part-time or full-time basis.
- (iii) For entitlement to payment in respect of annual leave, see *Annual Holidays Act, 1944*. Where any of the provisions of the National Employment Standards are more beneficial, then such additional provisions will apply.

### **PART IV - SAVINGS PROVISIONS**

- (i) Employees engaged as part-time employees as at 30 June 1986 shall be entitled to exercise the option of receiving the benefits of employment specified in Part 1 of this clause or in lieu thereof the following:
- (ii) Such part-time employee shall be paid an hourly rate calculated on the basis of one thirty-eighth of the appropriate rate prescribed by Clause 9, Salaries, plus ten per centum thereof with a minimum payment of two hours for each start, and one thirty-eighth of the appropriate allowance prescribed by Clause 22, Uniform and Laundry Allowances.
- (iii) With respect to such part-time employees, the provisions of Clause 40, Deputy Directors of Nursing, Assistant Directors of Nursing; Clause 7, Hours of Work and Free Time of Directors of Nursing; Clause 24, Overtime; Clause 29, Annual Leave; clause 15, Fares and Expenses; Clause 19, Mobility, Excess Fares and Travelling and subclause (vii) of Clause 37, Accommodation and Board, of this Agreement shall not apply. Further, part-time employees shall not be entitled to an additional day off or part thereof as prescribed by subclauses (iii) and (v) of Clause 4, Hours of Work and Free Time of Employees Other Than Director of Nursing and Area Managers, Nurse Education.
- (iv) For entitlement to payment in respect of annual leave, see *Annual Holidays Act, 1944*. Where any of the provisions of the National Employment Standards are more beneficial, then such additional provisions will apply.
- (v) Such part-time employee who is required to and does work on a public holiday as defined in subclause (iii) and (iv) of Clause 29, Annual Leave, 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 a part-time employee shall not be entitled to be paid in addition the allowance of 10% prescribed in subclause (ii) of this Part in respect of such work.
- (vi) The provisions of subclauses (i) and (ii) of Clause 32, Long Service Leave of this Agreement shall not apply to such part-time employees who shall be entitled to long service leave in accordance with the provisions of the Long Service Leave Act, 1955.

## 29. ANNUAL LEAVE

- (i) Annual leave on full pay accrues progressively during a year of service according to the employee's ordinary hours of work on the basis of the following:
  - (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 special public holiday or half public holiday (not being one of the ten specifically named public holidays prescribed by subclause (iii) of this clause, or a special 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 3, Definitions, 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 Years Day, Australia Day, Good Friday, Easter Saturday, Easter Monday, Anzac Day, Queen's Birthday, Labour Day, 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.
- (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 Association, or other suitable day as agreed between the employer and the Association. 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's entitlement to paid annual leave accrues progressively during a year of service according to the employee's ordinary hours of work, and accumulates from year to year.
- (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 eighteen 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.
- (c) The employer shall give each employee, where practicable, three months notice of the date upon which they shall enter upon leave and in any event, such notice shall not be less than twenty eight 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 they are 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 37, Accommodation and Board, of this Agreement, if the employee, having been requested by the employer to leave their 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 twenty eight 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 they 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 they 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 the 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. PD2014\_029 Leave matters for the NSW Health Service, as 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) 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. PD2014\_029 Leave matters for the NSW Health Service, as amended from time to time.
- (xii) Annual Leave credited to an employee may be cashed out, subject to the following conditions:
  - (a) the employee must elect in writing to receive payment in lieu of an amount of annual leave on each occasion on which annual leave is cashed out.
  - (b) after the cashing out the employee's remaining accrued entitlement to paid annual leave must be no less than four (4) weeks.
  - (c) The employer has agreed to the employee cashing out the annual leave; and
  - (d) The employee must be paid at least the full amount that would have been payable to the employee had she or he taken the leave that he or she has forgone.

### **30. ANNUAL LEAVE LOADING**

In addition to their ordinary salary, an employee shall be entitled to Annual Leave Loading or Shift Allowances and Weekend Penalties, on 4 weeks of their annual leave entitlement per year, as follows:

(1) an annual leave loading in respect of that entitlement equivalent to 17½ % of four weeks ordinary salary.

or;

(2) in the case of a shiftworker who would have earned ordinary time shift allowances and weekend penalties in excess of the amount of annual leave loading indicated in subparagraph (1) above of this paragraph had he/she not taken the annual leave; those shift allowances and weekend penalties relating to ordinary time the employee would have earned had he/she not taken the annual leave (provided that shift allowances and weekend penalties shall not be payable for public holidays which occur during a period of annual leave).

Provided that where the NSW Health Policy Directive PD2014\_029 Leave Matters for the NSW Health (as amended from time to time) provides a more beneficial entitlement to an employee with respect to the Annual Leave Loading, then the provisions of that Policy Directive will apply.

### **31. 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.

#### **A FACS Leave**

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

“relative” means a person either related by blood, marriage or affinity or a same sex partner who lives with the employee as the defacto partner of that employee on a bona fide domestic basis;

“affinity” means a relationship, including a defacto relationship, that one spouse has to blood relatives of the other.

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

- (b) The appropriate Chief Executive or authorised delegate 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).

(v) FACS Leave replaces Compassionate Leave.

(vi) An employee is not to be granted FACS Leave for attendance at court to answer a criminal charge, unless the Chief Executive or authorised delegate 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.

(vii) **FACS leave – entitlement**

- (a) The maximum amount of FACS Leave on full pay that may be granted to an employee is:
- three working days during the first year of service, commencing on and from 1 January 1995, and thereafter six working days in any period of two years; or
  - one working day, on a cumulative basis effective from 1 January 1995, for each year of service after two years’ continuous service, minus any period of FACS Leave already taken by the employee since 1 January 1995,

whichever method provides the greater entitlement.

- (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 eight 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.

(viii) **Additional FACS leave for bereavement purposes**

Where FACS leave has been exhausted, additional FACS leave of up to two days for bereavement may be granted on a discrete, “per occasion” basis to an employee on the death of a relative or member of a household as defined in subclause (iv)(a) of this clause.



(ix) Use of other leave entitlements

The appropriate Chief Executive or authorised delegate 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.

**B Personal/Carer's Leave**

(x) 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.

(xi) 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 (x) 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 (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 Chief Executive or authorised delegate 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 subclause (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.

(xii) 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 twenty four 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 (x) above.

## **C Casual Employee Entitlements**

(xiii) 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 subclause (iv)(a) 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 forty eight 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.

(xiv) Personal carers entitlement for casual employees

- (a) Subject to the evidentiary and notice requirements in subclauses (xi)(e)-(h) 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 (x) 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 forty eight 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.

#### **D Flexible Work Practice Alternatives to Using FACS or Personal/Carer's Leave**

- (xv) 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 sub-clause (x) above.
  - (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 (xv)(a) above, 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 (xv)(a) above, the employee shall be paid overtime rates in accordance with the provisions of Clause 25, Overtime.
- (xvi) 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 clauses 4, 5 and 7 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 15 of this Agreement to the hours taken off.

### **32. 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 or by the employee, on account of illness, incapacity or domestic or other pressing necessity, they 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, they 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 in one or more hospitals or public health organisations, Local Health Districts or former NSW Area Health Services;
  - and
  - (2) as a full time and/or permanent part time employee with any “public sector agency” (as defined by Schedule 3 of the *Public Sector Employment and Management Act 2002*, as amended from time to time, hereafter referred to as the ‘PSEM Act’) or any “Commonwealth or interstate agency” (as defined by Schedule 3A of the PSEM Act as amended from time to time). In these instances, such service must meet the relevant provisions of transfer prescribed in the PSEM Act for such service.
- (b) Service shall not include-
- (1) 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 taken after the 12 March 1975;
  - (2) any period of part-time service arising from service under Part IV, Savings Provisions, of Clause 28, Part-time Casual and Temporary Employees, except as provided for in subclause (x).
- (iii) 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.
- (iv) 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 who is a member of the State Authorities Superannuation Scheme or the State Superannuation Scheme 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.
- (v) 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.
- (vi) 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.
- (vii) Long service leave shall be taken at a time mutually arranged between the employer and employee.

- (viii) When a licensed private hospital becomes a public hospital and an employee of the private hospital thereupon is employed by the public hospital such employee, for the purpose of calculating service for long service leave shall be deemed to have served in the industry of nursing for a period equal to 75 per cent of the actual continuous service with the employer in the private hospital immediately prior to the hospital becoming a public hospital.
- (ix) Full pay shall mean the Agreement salary 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 37, Accommodation and Board, 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 his or her death, 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. PD2006\_096 Staff Mobility, as amended from time to time.
- (b) Where a worker dies and any long service leave:
  - (1) to which the worker was entitled has not been taken, or
  - (2) accrued upon termination of the services of the worker by reason of the worker's death and has not been taken,'

the employer shall upon request by the worker's personal representative pay to the worker's personal representative in full the ordinary pay that would have been payable to the worker in respect of the long service leave less any amount already paid to the worker in respect of that leave.
- (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 thirty eight 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 I – Permanent Part-Time Employees of Clause 28, Part-Time, Casual and Temporary Employees of this Agreement, will have such service counted for accrual of long service leave entitlement after 30 June, 1986. 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.

However, in recognition that data on the number of hours worked (excluding overtime) may not exist for all the periods of service after 30 June 1986, if there is a lack of data the employer is to calculate the long service leave entitlement as follows:

- (a) In the first instance, the employer should utilise all existing records to determine the average of all hours worked (excluding overtime) and including paid leave taken for each year of service;
- (b) If the data to determine the number of hours worked (excluding overtime) is not available prior to the employee's 2000/2001 anniversary date, the employer will calculate the long service leave entitlement on the basis of the average of all hours worked (excluding overtime) in each year of service, and including paid leave taken since the employee's 2000/2001 anniversary date.

The resultant average of hours worked per week from application of (a) or (b) above will then be applied over the employee's total period of employment after 30 June, 1986 for which data does not exist to form the basis for calculating payment for the long service leave to be taken by the employee for this period. In this situation the employer shall consult with the employee regarding the lack of data prior to making a final decision that the data does not exist. In any

event, for the purpose of this calculation the resultant average of all hours worked is to be no less than the employee's contracted hours for each year of service.

Entitlement and calculation for any period of employment prior to 30 June 1986 shall be determined according to subclause (xi) of this clause.

- (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) The following provisions apply only to employees employed in a hospital as at 12 March 1975:
  - (a) by this Agreement where such benefits are more favourable to the employee.  
  
An employee employed -
    - (i) on a part time basis as at 12 March 1975, may be allowed long service leave in accordance with the long service leave provisions in force prior to 12 March 1975, in lieu of the provisions of the *Long Service Leave Act*, 1955, as provided for in subclause (x) of this clause;
    - (ii) on a full time basis as at 12 March 1975 but who has had prior part time service may be allowed to continue to be granted long service leave in accordance with the long service leave provisions in force prior to 12 March 1975, in lieu of the provisions provided by this Agreement where such benefits are more favourable to the employee.
- (xv) Employees employed under Part II – Casual Employees, Part III – Temporary Employees and Part IV – Savings Provisions of Clause 29, Part Time, Casual, and Temporary Employees are entitled to accrue long service leave under the provisions of the *Long Service Leave Act 1955*, as amended, subject to meeting the provisions of that Act.

### **33. MATERNITY, ADOPTION AND PARENTAL LEAVE**

- (i) All eligible employees covered by this Agreement are entitled to the provisions of this clause other than part time employees who receive a part time loading as prescribed by Part IV – Savings Provisions of Clause 29, Part-time, Casual and Temporary Employees of this Agreement (known as “old part time”), and casual employees.
- (ii) Part time employees who receive a part time loading as prescribed by Part IV – Savings Provisions of Clause 29 of this Agreement (known as “old part time”) and casual employees are entitled to parental leave in accordance with the provisions of Part 4, Parental Leave, of the *Industrial Relations Act NSW, 1996*. The following provisions shall also apply in addition to those set out in the *Industrial Relations Act 1996 (NSW)*.
  - (a) An employer must not fail to re-engage a regular casual employee (see section 53 (2) of the Act) 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.
  - (b) Part time employees who receive a part time loading as prescribed by Part IV – Savings Provisions of Clause 28 Part-time, Casual and Temporary Employees of this Agreement are entitled to the provisions of Part D Right to Request and Part E Communication During Leave of this clause.

(iii) **Liability for Superannuation Contributions**

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

**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 forty 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 forty 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 forty 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 *Workers' Compensation Act, 1987*.

(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 as defined in the *Public Sector Employment and Management Act 2002* 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 twelve months after the actual date of birth.
- (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 twelve months.
- (c) Full time and permanent part time employees may also apply for additional unpaid maternity leave as provided for in subclause (i)(b) 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.

The conditions relating to variation of maternity leave are derived from Section 64 of the *Industrial Relations Act 1996*.

**(vii) Staffing Provisions -**

In accordance with obligations established by the Section 69 of the *Industrial Relations Act 1996*, 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. This obligation arises from section 70 of the *Industrial Relations Act 1996*. 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 -**

In accordance with the obligations set out in section 66 of the *Industrial Relations Act, 1996* 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 subclause (iv)(a) of Part A of this clause or subclause (i)(b) of Part D of this clause is entitled to be paid at their normal rate (ie 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 twelve months of a return to duty for less than full time hours as provided under subclause (i)(c) of Part D 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 twelve months after returning to duty for less than full time hours under subclause (i)(c) of Part D of this clause, will be entitled to paid maternity leave for the subsequent period of maternity leave at their part time rate.

(xvi) **National Employment Standard –**

Where any of the provisions of the National Employment Standards are more beneficial, then such additional provisions will apply.

**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.

To be eligible for paid adoption leave a full time or permanent part time employee must also have completed at least forty 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 forty 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 forty 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 *Workers Compensation Act, 1987*.

(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 twelve months - a period of not more than twelve months from the date of taking custody;

- where the child is over the age of twelve months - a period of up to twelve 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.

(ix) **National Employment Standard –**

Where any of the provisions of the National Employment Standards are more beneficial, then such additional provisions will apply.

**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 Workers' Compensation Act 1987.

(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 fifty two 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 anytime within the fifty two 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) 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.

**(v) 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.

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

As per maternity leave conditions.

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

As per maternity leave conditions.

(viii) **National Employment Standard –**

Where any of the provisions of the National Employment Standards are more beneficial, then such additional provisions will apply.

**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 twelve 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 (i)(b) and (c) must be recorded in writing.
- (iv) Where an employee wishes to make a request under subclause (i)(c):
  - (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. PD 2014\_029 Leave Matters for NSW Health Service, as 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.

**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).

#### **F Commonwealth Paid Parental Leave (CPPL)**

- (i) From 1 January 2011 the CPPL scheme may be available to eligible employees.
- (ii) The CPPL is independent of other leave entitlements and is in addition to paid parental leave entitlements.

### **34. MILITARY LEAVE**

Employees shall be granted military leave in accordance with NSW Health Policy Directive No. PD 2014\_029 Leave Matters for NSW Health Service, as amended from time to time.

### **35. REPATRIATION LEAVE**

Ex-servicemen/women shall be granted repatriation leave in accordance with NSW Health Policy Directive PD 2014\_029 Leave Matters for NSW Health Service, as amended from time to time.

### **36. SICK LEAVE**

- (i) Subject to the following limitation and conditions an employee shall be entitled to sick leave on full pay calculated by allowing seventy six rostered ordinary hours of work for each year of continuous service less any sick leave on full pay already taken. Such sick leave shall be granted, in advance, at the commencement of each year of service, subject to the provisions of paragraph (a):
  - a) An employee shall be granted sick leave progressively for the first three months of continuous service. At the completion of three months continuous service the employee shall be granted, in advance, the balance of their first year of entitlement of sick leave.
  - 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 Medical Superintendent or Director of Nursing of the employer 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 two 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 twenty four hours of the commencement of such absence, inform the employer of his or her 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 ten 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 four 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" (see NSW Health Policy Directive No. PD 2014\_029 Leave Matters for NSW Health Service, as amended from time to time).
- (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 they are 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 twenty eight days on any one occasion;
  - (e) periods of employment nursing in hospitals in New South Wales other than the hospitals covered by this Agreement and in the Canberra Community Hospital and Woden Valley Hospital; 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 recredited 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.

### **37. 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 nine 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 seven, 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 twelve (or fraction thereof) employees and in addition at least one separate shower cubicle for each twelve (or fraction thereof) employees.
  - (5) At least one lavatory (if in a bathroom adequately partitioned off from the bathing facilities) for each eight (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 two 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 twelve.
  - (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 in Item 11 of Table 2 of Part B 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 Item 11 per week.
- (iv) An employer shall provide for employees who live in, full board of twenty one 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 Item 12 of Table 2 of Part B 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 Item 13 of Table 2 of Part B.
- (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 Director-General of Health 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 an employer 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 the employer, 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.

### **38. GRADING COMMITTEE**

A Committee consisting of two representatives of the employer and two representatives of the Association 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 of Nursing Unit Manager;
- (b) the date of effect of any grading recommended.

**Provided that:**

- (i) an employee shall, whilst the grading or remuneration of his or her position is under consideration, be ineligible to be a member of the Committee;
- (ii) the Committee shall not, without sufficient reason, recommend the retrospective operation of any grading or remuneration; and
- (iii) 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.

### **39. GRADING OF NURSE MANAGER POSITIONS**

- (i) All positions of Nurse/Midwife Manager, as defined in clause 3, Definitions of this Agreement shall be graded by the employer in accordance with the Work Level Statements set out in Schedule 1 to this Agreement.
- (ii) The employer may determine a higher grading including a multi-grade, eg. 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 twelve months satisfactory service in that grade. Provided that accelerated progression within the twelve 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 Association (and other workplace representative) may discuss the matter with the local Health Service management and, if still dissatisfied, may apply for a review of the grading by the Ministry of Health and the Association at a central level.

- (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 they shall retain their current salary, including all future increases thereto, on a strictly personal basis, while ever they remain 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 1 to this Agreement.

#### **40. 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 as specified hereunder:
  - Less than 150 beds - a Deputy Director of Nursing
  - 150 beds and over - a Deputy Director of Nursing, Assistant Directors 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 the public hospital, shall be deemed to be appointed until such time as another appointment is made by the employer.

#### **41. MULTIPLE ASSIGNMENTS**

- (i) Multiple assignments exist when an employee concurrently holds more than one position under this Agreement or the relevant NSW Award with the employer's being either Royal Rehab or the New South Wales Health Service. Each of these positions are referred to in this clause as "assignments".
- (ii) Where an employee has multiple assignments with different ordinary rates of pay, the employee shall be paid in relation to the ordinary hours worked in each separate assignment at the ordinary rate of pay applicable to that assignment.
- (iii) Where an employee has multiple assignments in the same classification, the employee will progress from one increment (year step) to the next increment after the employee has completed the full time equivalent of one year in the increment having regard to the work performed in all assignments. Further, an employee must complete a minimum of one calendar year in an increment before progressing to the next increment. Where an employee has multiple assignments in different classifications, the employee's service in the higher classification will count for the purposes of incremental progression in the lower classification. However, service in the lower classification shall not count for the purposes of incremental progression in the higher classification.
- (iv) With the exception of subclause (iii) above, this clause does not apply to employees who have multiple casual assignments only. The Agreement provisions are to apply separately to each casual assignment.

##### **Multiple Assignments Within Royal Rehab**

- (v) The following provisions apply to employees with two or more assignments within **Royal Rehab**:
  - (a) The work performed in each of an employee's assignments shall be aggregated for the purposes of determining all of the employee's entitlements under this Agreement.

##### **Hours, Additional Days Off and Overtime**

- (b) The combined total number of ordinary hours worked under an employee's multiple assignments shall not exceed the hours of work as set out in Clause 4, Hours of Work and Free Time of Employees Other than Directors of Nursing.

- (c) Where the combined total number of ordinary hours worked under an employee's multiple assignments is equivalent to those set out in subclause (i) of Clause 4, Hours of Work and Free Time of Employees Other than Directors of Nursing, for day workers or subclause (ii) of Clause 4, Hours of Work and Free Time of Employees Other than Directors of Nursing, for shift workers they will be considered as a full time employee for the purposes of the Agreement and:
  - 1. that employee is entitled to additional days off in accordance with subclause (iii) of Clause 4, Hours of Work and Free Time of Employees Other than Directors of Nursing, and
  - 2. subclause (ii)(a) of Clause 24, Overtime, shall apply for the purposes of overtime.
- (d) Where the combined total number of ordinary hours worked under an employee's multiple assignments is less than those set out in subclause (c) of this subclause:
  - 1. subclause (ii)(b) of Clause 24, Overtime, shall apply for the purposes of overtime, and
  - 2. all ordinary hours and additional hours paid at ordinary rates in each assignment shall be aggregated for the purposes of subclause (ii)(b) of Clause 24, Overtime, and treated as if it were worked under a single assignment.
- (e) Where an employee is employed in an assignment as a Nurse/Midwife Manager classified at Grade 4 or above, subclause (xi) of Clause 24, Overtime, does not apply;
  - 1. subclauses (c)(2) and (d)(1) of this subclause shall not apply to time worked in that assignment provided that,
  - 2. ordinary hours worked in that assignment shall be counted for the purposes of determining whether the employee has worked beyond 38 hours in any week.
- (f) The rostering of additional days off will be co-ordinated between the employee's line managers to ensure that the additional days off are proportionately rostered across the employee's assignments. Where an employee has multiple assignments with different ordinary rates of pay, the additional day off will be paid at the rate of pay relevant to the assignment in which it is rostered.
- (g) Where an employee has multiple assignments with different ordinary rates of pay, the rate of pay used to determine the additional hours or overtime payable shall be the rate applicable to the assignment which generated the additional hours or overtime.
- (h) Where overtime is compensated by way of time off in lieu as set out in subclause (iv) of Clause 24, Overtime, that time off in lieu must be taken in the assignment which generated the overtime.
- (i) Employees who are in full time or part time assignments cannot be engaged on a second or further assignment as a casual employee under the Agreement. Any additional hours worked by such employees are to be remunerated in accordance with subclauses (c) or (d) of this subclause.

### **Temporary Employees**

- (j) Where an employee has an assignment to which Part III – Temporary Employees of Clause 28, Part-Time, Casual and Temporary Employees, applies, the allowance referred to at subclause (ii) of Part III – Temporary Employees of Clause 28, Part-Time, Casual and Temporary Employees, shall only apply to hours worked in that assignment. While ever the allowance is paid, the provisions of subclauses (m) and (n) of this subclause shall not apply to the temporary assignment provided that subclause (iii) of Part III – Temporary Employees, of Clause 28, Part-Time, Casual and Temporary Employees, applies to a temporary assignment in relation to annual leave.

### **Employees engaged as part-time employees as at 30 June 1986**

- (k) Where an employee:

1. has elected to receive the benefits set out in subclauses (ii)-(iv) of Part IV – Savings Provisions of Clause 28, Part-time, Casual and Temporary Employees, in relation to an assignment, and
2. after the date this clause was inserted into the Award the employee commences in a second or further permanent part time assignment and their combined total number of ordinary hours worked in all assignments is less than those set out in subclause (c) of this subclause;

subclauses (i)-(iv) of Part IV – Savings Provisions of Clause 28, Part-time, Casual and Temporary Employees, shall cease to apply and the employee will be a permanent part time employee for the purposes of the Agreement.

(l) Where an employee:

- (1) has elected to receive the benefits set out in subclauses (ii)-(iv) of Part IV – Savings Provisions of Clause 28, Part-time, Casual and Temporary Employees, in relation to an assignment, and
- (2) his/her combined total number of ordinary hours worked in all assignments is equal to or more than those set out in subclause (c) of this subclause,

subclauses (i)-(iv) of Part IV – Savings Provisions of Clause 28, Part-time, Casual and Temporary Employees, shall not apply to any of their assignments.

### **Leave**

- (m) All ordinary hours worked by an employee in multiple assignments shall count towards determining the employee's leave entitlements.
- (n) Employees with multiple assignments shall be entitled to take all forms of leave in any of their assignments. That is, leave accrued by an employee through work performed in one assignment, can be taken by that employee in their other assignment/s. Service in all assignments will be recognised for the purposes of subclause (i)(a) of Clause 36, Sick Leave.
- (o) Where an employee has multiple assignments with different ordinary rates of pay, the employee shall be paid for leave taken at the rate of pay relevant to the assignment in which the leave was taken or rostered.
- (p) Where an employee's combined total number of ordinary hours worked in their multiple assignments is equivalent to those set out in subclause (c) of this subclause, and that employee is required to work their ordinary hours on a seven day basis, they shall be entitled to six weeks annual leave in accordance with subclause (i)(a) of Clause 29, Annual Leave.
- (q) Service in all assignments will be recognised for the purposes of entitlements under Clause 33, Maternity, Adoption and Parental Leave.
- (r) Where an employee's assignment is terminated but the employee remains employed under another full time or part time assignment, that employee shall not be paid out the monetary value of the annual leave or long service leave accrued in the terminated assignment.

### **Disclosures, Notifications and Approvals**

- (s) Employees must, at the time they apply for any second or further assignment, disclose in writing that they are already employed by Royal Rehab and provide details of that assignment including:
  1. the position/s currently held
  2. the facility in which the existing position/s are worked
  3. the classification/s under which they are engaged in each position
  4. the number of ordinary hours worked in each position
  5. any regular additional hours or overtime that is worked in each position

6. whether the position/s is worked according to a set roster and if so, the details of that roster arrangement; and
- (t) Prior to accepting an offer for a second or further assignment, employees must provide to their current manager details of that proposed assignment including:
1. the position they have applied for
  2. the facility in which the proposed new assignment is to be worked
  3. the classification under which they would be engaged in the new assignment
  4. the number of ordinary hours to be worked in the proposed assignment
  5. whether the position is to be worked according to a set roster and if so, the details of that roster arrangement.
- (u) The employer may elect on reasonable grounds to withhold the approval of a second or further assignment to employees who are already employed in another assignment.
- (v) Before accepting any change in roster or undertaking additional hours or overtime that will impact on another assignment, employees who hold multiple assignments must notify their current manager of the details of their next shift in either assignment. Managers must not change rosters or require employees to work additional hours or overtime where these will impact on the employee's roster in the other assignment (for example by generating overtime) without first consulting the manager of the other assignment/s. (By way of example, if an employee is requested by Manager 1 in Assignment 1 to undertake additional hours in Assignment 1 that may impact on the roster in Assignment 2, the employee must notify Manager 1 of the impact. Manager 1 must not change rosters/hours that impact on Assignment 2 without first consulting Manager 2.)

#### 42. MEDICAL EXAMINATION OF NURSES

See NSW Health Policy Directive No. PD2014\_029 Leave Matters for the NSW Health Service and PD2015\_026 Recruitment and Selection of Staff to the NSW Health Service, as amended from time to time.

#### 43. 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.

#### 44. TERMINATION OF EMPLOYMENT

- (i) Except for misconduct justifying summary dismissal, the services of an employee shall be terminated only by the following notification periods,

Employee's period of continuous service with the employer at the end of the day the notice is given	Notice Period
Not more than three years	2 weeks
More than 3 years but not more than 5 years	3 weeks
More than 5 years	4 weeks

or by payment of the relevant notification period in lieu thereof.

- (ii) in the case of a Director of Nursing the employment shall be terminated only by twenty eight days notice or by the payment of twenty eight days salary in lieu thereof.
- (iii) The notification period is increased by 1 week if the employee is over 45 years old and has completed at least 2 years of continuous service with the employer at the end of the day the notice is given.

- (iv) 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, 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 his or her classification by Clause 9, Salaries.
- (v) Employees who have accrued additional days off duty pursuant to subclause (vii) of Clause 4, Hours of Work and Free Time, shall be paid for such accrued time at ordinary rate of pay upon termination.
- (vi) 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.

#### **45. LABOUR FLEXIBILITY**

- (i) An employer 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) An employer 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 an employer pursuant to sub-clause (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.

#### **46. CONSULTATION REGARDING MAJOR WORKPLACE CHANGE**

- (i) In addition to any other consultative arrangements contained in this Agreement, the provisions contained in this clause will also apply.
- (ii) Employer to notify**
  - (a) Where an employer has made a definite decision to introduce major changes in production, program, organisation, structure or technology that are likely to have significant effects on employees, the employer must notify the employees who may be affected by the proposed changes and their Workplace Representatives.
  - (b) **Significant effects** include termination of employment; major changes in the composition, operation or size of the employer's workforce or in the skills required; the elimination or diminution of job opportunities, promotion opportunities or job tenure; the alteration of hours of work; the need for retraining or transfer of employees to other work or locations; and the restructuring of jobs. Provided that where this award makes provision for alteration of any of these matters an alteration is deemed not to have significant effect.
- (iii) Employer to discuss change**
  - (a) The employer must discuss with the employees affected and their representatives, if any, the introduction of the changes referred to in subclause (ii) the effects the changes are likely to have on employees and measures to avert or mitigate the adverse effects of such changes on employees and must give prompt consideration to matters raised by the employees and their Workplace representatives in relation to the changes.
  - (b) The discussions must commence as early as practicable after a definite decision has been made by the employer to make the changes referred to in subclause (ii).
  - (c) For the purposes of such discussion, the employer must provide in writing to the employees concerned and their Workplace representatives, all relevant information about the changes including

the nature of the changes proposed, the expected effects of the changes on employees and any other matters likely to affect employees provided that no employer is required to disclose confidential information the disclosure of which would be contrary to the employer's interests.

#### **47. DISPUTES**

- (i) All parties must use their best endeavours to cooperate in order to avoid any grievances and/or disputes. A dispute may be about any matter.
- (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 nurse or to a group of nurses, the matter must be discussed in the first instance by the nurse(s) (or the Association or another workplace representative on behalf of the nurse(s) if the nurse(s) so request(s) ) and the immediate supervisor of that nurse(s).
- (iii) If the matter is not resolved within a reasonable time it must be referred by the nurse(s)' immediate supervisor to the Chief Executive Officer of the employer (or nominee) and may be referred by the nurse(s) to the Association or their workplace representative. Discussions at this level must take place and be concluded within two working days of referral or such extended period as may be agreed.
- (iv) If the matter remains unresolved, the Association or their workplace representative must then confer with the appropriate level of management depending on the nature and extent of the matter). Discussions at this level must take place and be concluded within two working days of referral or such extended period as may be agreed.
- (v) If a dispute is unable to be resolved at the workplace, and all appropriate steps under paragraphs (i)-(iv) have been taken, a party to the dispute may refer the dispute to Fair Work Commission (or its successor) ("FWC"). Unless the parties agree otherwise, FWC is expressed permitted by this Agreement to perform any function that it considers appropriate to ensure the settlement of the dispute. Without limiting the scope of such functions, they shall include mediation, conciliation and/or arbitration. Alternatively, with the express agreement of all parties to a dispute, a party may refer the dispute to the Industrial Relations Commission of New South Wales ("the IRC of NSW"). In such circumstances, the IRC of NSW is expressed permitted by this Agreement to perform any function that it considers appropriate to ensure the settlement of the dispute. Without limiting the scope of such functions, they shall include mediation, conciliation and/or arbitration. An employer or employee may appoint another person, organisation or association to accompany and/or represent them for the purposes of this clause.
- (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.

#### **48. ANTI-DISCRIMINATION**

- (i) It is the intention of the parties bound by this Agreement to seek to achieve the object of section 3(f) of the *Industrial Relations Act 1996* to prevent and eliminate discrimination in the workplace. This

includes discrimination on the grounds of race, sex, marital status, disability, homosexuality, transgender identity and age.

- (ii) It follows that in fulfilling their obligations under the dispute resolution procedure prescribed by this Agreement the parties have obligations to take all reasonable steps to ensure that the operation of the provisions of this Agreement are not directly or indirectly discriminatory in their effects. It will be consistent with the fulfilment of these obligations for the parties to make application to vary any provision of the Agreement which, by its terms or operation, has a direct or indirect discriminatory effect.
- (iii) Under the *Anti-Discrimination Act 1977*, it is unlawful to victimise an employee because the employee has made or may make or has been involved in a complaint of unlawful discrimination or harassment.
- (iv) Nothing in this clause is to be taken to affect:
  - (a) any conduct or act which is specifically exempted from anti-discrimination legislation;
  - (b) offering or providing junior rates of pay to persons under 21 years of age;
  - (c) any act or practice of a body established to propagate religion which is exempted under Section 56(d) of the *Anti-Discrimination Act 1977*;
  - (d) a party to this Agreement from pursuing matters of unlawful discrimination in any State or Federal jurisdiction.
- (v) This clause does not create legal rights or obligations in addition to those imposed upon the parties by legislation referred to in this clause.

#### **NOTES-**

- (a) Employers and employees may also be subject to Commonwealth anti-discrimination legislation.
- (b) Section 56(d) of the *Anti-Discrimination Act 1977* provides:

“Nothing in this Act affects any other act or practice of a body established to propagate religion that conforms to the doctrines of that religion or is necessary to avoid injury to the religious susceptibilities of the adherents of that religion”.

## **49. SALARY PACKAGING**

- (i) By agreement with their employer, employees may elect to package a part or all of their salary in accordance with this clause, to obtain a range of benefits as set out in NSW Policy Directive PD2007\_076 Salary Packaging Policy and Procedure Manual, as amended from time to time. Such election must be made prior to the commencement of the period of service to which the earnings relate. Where an employee also elects to salary sacrifice to superannuation under this Agreement, the combined amount of salary packaging/sacrificing may be up to 100 per cent of salary.

Any salary packaging above the fringe benefit exemption cap will attract fringe benefits tax as described in paragraph (iv) below.
- (ii) Where an employee elects to package an amount of salary:
  - (a) Subject to Australian taxation law, the packaged amount of salary will reduce the salary subject to appropriate PAYG taxation deductions by that packaged amount.
  - (b) Any allowance, penalty rate, overtime payment, 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 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 this Agreement in the absence of any salary packaging or salary sacrificing made under this Agreement.



- (c) "Salary" for the purpose of this clause, for superannuation purposes, and for the calculation of Agreement entitlements, shall mean the Agreement salary as specified in clause 9, Salaries, and which shall include "approved employment benefits" which refer to fringe benefit savings, administration costs, and the value of packaged benefits.
- (iii) 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, judgement debtor/garnishee orders, union fees and private health fund membership fees.
- (iv) The salary packaging scheme utilises a fringe benefit taxation exemption status conferred on the Public Benevolent Institutions (PBIs) , which provides for a fringe benefits tax exemption cap of \$17,000 per annum. The maximum amount of fringe benefits-free tax savings that can be achieved under the scheme is where the value of benefits when grossed-up, equal the fringe benefits exemption cap of \$17,000. Where the grossed-up value exceeds the cap, the employer is liable to pay fringe benefits tax on the amount in excess of \$17,000, but will pass on this cost on to the employee. The employer's share of savings, the combined administration cost, and the value of the packaged benefits, are deducted from the pre-tax dollars.
- (v) The parties agree that the application of the fringe benefits tax exemption status conferred on PBIs is subject to the prevailing Australian taxation laws.
- (vi) If an employee wishes to withdraw from the salary packaging scheme, the employee may only do so in accordance with the required period of notice as set out in the Salary Packaging Policy and Procedure Manual.
- (vii) Where an employee ceases to salary package, arrangements will be made to convert the agreed package amount to salary. Any costs associated with the conversion will be borne by the employee, and the employer shall not be liable to make up any salary lost as a consequence of the employee's decision to convert to salary.
- (viii) Employees accepting the offer to salary package do so voluntarily. Employees are advised to seek independent financial advice and counselling to apprise them of the implications of salary packaging on their individual personal financial situations.
- (ix) The employer and the employee shall comply with the procedures set out in the NSW Health Services Salary Packaging Policy and Procedure Manual as amended from time to time.

## **50. 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 regularly to the union together with all the necessary information to enable the union to reconcile and credit subscriptions to employees' union membership accounts.  
  

"Regularly" shall be defined as monthly except where the practice and protocol of an employer at the time of this variation (March 2002) was fortnightly.
- (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.

## **51. 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 Sections II – IX, of subclause (iv) 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 Learning and Development Leave, 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 the Ministry agree that the staffing arrangements in this clause and their application may be reviewed and amended from time to time by agreement and that the Award may be varied by consent to reflect any such agreement.

#### **Section I: Replacement of Absences**

- (a) When an unplanned absence occurs (e.g. due to unexpected sick leave) the 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.

## **Section II: Nursing Hours Wards and Units**

- (a) Nursing hours wards and units comprise general inpatient wards, dedicated palliative care wards/units, dedicated rehabilitation wards/units and inpatient adult acute mental health wards/units. This section does not apply to the Private facility as defined in Clause 3 Definitions..
- (b) General inpatient wards do not include:
  - 1. All Types of Critical Care Units:
    - Intensive Care Units
    - High Dependency Units
    - Coronary Care Units
    - Burns Units
    - Neo-natal Intensive Care Units
  - 2. Day Only Wards
  - 3. Day of Surgery Wards
  - 4. Procedural Units (Haemodialysis, Endoscopy, Cardiac Catheter, etc)
  - 5. Paediatrics
  - 6. Drug & Alcohol
  - 7. All Midwifery Services:
    - Antenatal
    - Post Natal, Nurseries
    - Delivery & Birthing Suites
  - 8. 23 Hour Wards
  - 9. Fast track wards
  - 10. Transition Wards (slow stream)
  - 11. Medical Assessment Units
  - 12. Medical/Surgical Acute Care Units (MACU & SACU)
  - 13. Wards/Units attached to Emergency Departments:
    - Psychiatric Emergency Care Centres (PECC)
    - Observation wards
    - Emergency Medical Units (EMUs)
- (c) The Association and the Ministry have agreed that staffing will be determined by the Nursing Hours Per Patient Day ('NHPPD') specified below, provided over a week, to determine the number of nurses required to provide direct clinical care. The number of nursing hours per patient day may also be expressed as an equivalent ratio.

- (d) 6.0 NHPPD will apply to general inpatient wards in Peer Group A facilities, being Principal Referral Hospitals, accounted for over the period of a week
- (e) 5.5 NHPPD will apply to general inpatient wards in Peer Group B facilities, being Major Metropolitan and Major Non – Metropolitan Hospitals, accounted for over the period of a week
- (f) 5.0 NHPPD will apply to general inpatient wards in Peer Group C facilities, being District Group Hospitals, accounted for over the period of a week.
- (g) 6.0 NHPPD will apply to dedicated palliative care wards, accounted for over the period of a week.
- (h) 5.0 NHPPD will apply to dedicated general rehabilitation wards and units, and 6.0 NHPPD will apply to dedicated rehabilitation specialist brain and spinal injury units, accounted for over the period of a week. For these wards and units only, NHPPD includes the hours usually worked by nursing and other categories of staff, however titled, agreed with the Association.
- (i) 6.0 NHPPD will apply to inpatient adult acute mental health wards in general hospitals which are not specialist mental health facilities, accounted for over the period of a week.
- (j) 5.5 NHPPD will apply to inpatient adult acute mental health wards in specialised mental health facilities, accounted for over the period of a week.
- (k) The specified staffing set out above shall be implemented progressively in accordance with a timetable agreed between the Ministry and the Association, with full effect from 1 July 2013.
- (l) At the time the new staffing levels referred to in Section II subclauses d) to j) above are introduced on a ward or unit for the first time, staffing levels in wards and units with higher than the specified staffing will either continue to apply or be reviewed. A reduction in staffing will not occur without a review taking place. If there is disagreement between the Employer and Association about the outcome of the review the provisions of subclause (vii) Grievances in relation to workload will apply.
- (m) The number of nursing hours per patient day may also be expressed as an equivalent ratio which provides the same nursing hours over a week. For example:
  - 1. a NHPPD of 6.0 can provide sufficient nursing hours to provide am/pm/night equivalent ratios of 1:4/1:4/1:7 across seven days, as well as the option of some shifts with a nurse in charge who does not also have an allocated patient workload.
  - 2. a NHPPD of 5.5 can provide sufficient nursing hours to provide am/pm/night equivalent ratios of 1:4/1:5/1:7 across seven days, as well as the option of some shifts with a nurse in charge who does not also have an allocated patient workload.
  - 3. a NHPPD of 5.0 can provide sufficient nursing hours to provide am/pm/night equivalent ratios of 1:5/1:5/1:7 across seven days, as well as the option of some shifts with a nurse in charge who does not also have an allocated patient workload.

**Example Table 1**

NHPPD:	6	<i>which delivers the following nursing hours:</i>	Average Hours Per Day:	156
Number of Patients:	26		Hours Per Week:	1092

	MORNING			AFTERNOON			NIGHT		
	Number of Staff	#Equivalent Ratio	*In Charge with no allocated patients	Number of Staff	#Equivalent Ratio	*In Charge with no allocated patients	Number of Staff	#Equivalent Ratio	Total Hours
Shift Length in hours	8		8	8		8	10		
Monday	7	1: 3.7	0	7	1: 3.7	1	4	1: 6.5	160
Tuesday	7	1: 3.7	0	7	1: 3.7	1	4	1: 6.5	160
Wednesday	6.5	1: 4	0	6	1: 4.3	1	4	1: 6.5	148
Thursday	7	1: 3.7	0	7	1: 3.7	1	4	1: 6.5	160
Friday	7	1: 3.7	0	7	1: 3.7	1	4	1: 6.5	160
Saturday	6	1: 4.3	1	6	1: 4.3	1	4	1: 6.5	152
Sunday	6	1: 4.3	1	6	1: 4.3	1	4	1: 6.5	152
							Hours Per Week:		1092

Notes: # Equivalent Ratio is indicative of the ratio that could be created by this roster pattern. \* In this example the NUM has distributed the hours on some shifts to include a nurse in charge who does not have an allocated patient workload.

**Example Table 2**

NHPPD:	6	<i>which delivers the following nursing hours:</i>	Average Hours Per Day:	156
Number of Patients:	26		Hours Per Week:	1092

	MORNING			AFTERNOON			NIGHT		
	Number of Staff	#Equivalent Ratio	*In Charge with no allocated patients	Number of Staff	#Equivalent Ratio	*In Charge with no allocated patients	Number of Staff	#Equivalent Ratio	Total Hours
Shift Length in hours	8		8	8		8	10		
Monday	7	1: 3.7	0	7	1: 3.7	0	4	1: 6.5	152
Tuesday	7	1: 3.7	0	7	1: 3.7	0	4	1: 6.5	152
Wednesday	7	1: 3.7	0	7	1: 3.7	0	4	1: 6.5	152
Thursday	7	1: 3.7	0	7	1: 3.7	0	4	1: 6.5	152
Friday	7	1: 3.7	0	7	1: 3.7	0	4	1: 6.5	152
Saturday	8	1: 3.3	0	8	1: 3.3	0	4	1: 6.5	168
Sunday	8	1: 3.3	0	7.5	1: 3.5	0	4	1: 6.5	164
							Hours Per Week:		1092

Notes: # Equivalent Ratio is indicative of the ratio that could be created by this roster pattern. \* In this example the NUM has distributed the hours differently across the days and has decided to allocate a patient workload to the nurse in charge of shift.

- (n) Only nurses providing direct clinical care are included in the NHPPD. This does not include positions such as Nursing Unit Managers, Nurse Managers, Clinical Nurse Educators, Clinical Nurse Consultants, dedicated administrative support staff and wardspersons.
- (o) In implementing Nursing Hours in Nursing Hours Wards the daily bed census data averaged over a specified preceding period of up to fifty two weeks (in whole weeks) will be used to determine the 'number of patients'. In determining the specified period due regard should be given to reduced activity periods, seasonality and other local factors. Where seasonality is a significant factor, the specified period can be the equivalent period in the preceding year.
- (p) The NUM will distribute the hours/shifts across the day and week in a rostering pattern with due regard to the workload pattern of their ward, provided the applicable NHPPD is achieved over the week.
- (q) The NUM may distribute the NHPPD to include a nurse in charge who does not also have an allocated patient workload, provided the applicable NHPPD are achieved over the week
- (r) When, on a shift, the NUM considers that patient care needs cannot be sufficiently met from the nurses immediately available and the NUM (or nurse delegated with responsibility for patient care within the ward/unit) considers additional nursing hours should be provided in order to meet clinical needs, the NUM will inform the appropriate Nurse Manager who, together with the NUM, will consider a solution including, but not limited to, the following options:
  - 1. deployment of nurses from other wards/units;
  - 2. additional hours for part time staff;
  - 3. engagement of casual/agency nursing staff;
  - 4. overtime;
  - 5. prioritisation of nursing activities on the ward/unit;
  - 6. reallocation of patients.

When these options have been exhausted and only with approval from the Director of Nursing and Midwifery and the concurrence of the General Manager, the decision may be made to limit admissions when discharges occur from the ward/unit. This decision is to be made as soon as practicable after commencement of the shift.

**(s) Spot Check**

- 1. In wards and units where the agreed staffing method is NHPPD, information will be available to staff which identifies the NHPPD.
- 2. At any time a nurse working on the ward/unit or a member of the local Reasonable Workload Committee may make a written request to the NUM for a spot check to confirm that the NHPPD are being provided.
- 3. The relevant Reasonable Workload Committee must be informed of the commencement of the spot check.
- 4. Within 7 days of receipt of such a request the NUM will ensure that each week for a 4 week period the NHPPD provided are posted within 7 days of the conclusion of the relevant period.
- 5. If, at any time during the spot check or at its conclusion, it is established that the provided NHPPD falls short of the specified NHPPD then action must immediately commence to rectify the shortfall.
- 6. Where the four week spot check confirms that the specified NHPPD are being provided then the process is concluded.
- 7. The outcome of the spot check will be made available to the Reasonable Workload Committee.

**(t) The calculation used to spot check the provision of NHPPD in Nursing Hours Wards**

1. To determine the 'number of patients' add the number of patients as recorded for each day in the bed census in the week to be calculated, then divide that total by 7 (the number of days in the week). For example:  
$$(24 + 25 + 25 + 25 + 23 + 22 + 24) \div 7 = 24 \text{ (Number of patients)}$$
2. Then take the applicable NHPPD figure (eg 6.0) and multiply it by 7 (for 7 days in the week), then multiply by the number of patients, as identified above eg 24.
3. In this example,  $6 \times 7 \times 24 = 1,008$  nursing hours or 6 NHPPD. 1,008 is therefore the nursing hours that were required for the ward that week. The figure is then compared to the nursing hours that were actually provided.
4. Assume in this example that 974 nursing hours were actually provided. The required NHPPD falls short as 5.8 NHPPD has been provided instead of 6 NHPPD. In this example, the NUM would immediately commence action to rectify the shortfall in accordance with point 5 of (s) Spot Checks in this Section.
5. The spot check would require the completion of this calculation for four consecutive weeks.

**(u) Annual Leave Relief**

1. The annual leave 'relief' factored into the calculation of the total required FTE reflects the annual leave entitlements under this Award for the employees, arising from their actual shift patterns. However, this figure may be adjusted at ward level for planned periods of low activity or annual ward closures that mean less leave relief is required.
2. If circumstances arise whereby the planned periods of low activity or annual ward closures do not take place, the required FTE should be calculated again in light of those altered circumstances and staff deployment.

**(v) Relief for Sick Leave, FACS Leave & Mandatory Education**

To account for sick leave, FACS leave and mandatory education, a figure of two weeks (equating to 76.0 hours based on a 38 hour week) per annum should be factored into the FTE required for the ward. This figure is subject to joint review by the Association and the Department, on request by either party.

**Section III: Staffing Arrangements for Peer Group D & F3 MPS**

- (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/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 Award and is determined by the rate of staff turnover experienced in those facilities where the provisions apply.

**Section IV: Perioperative Services** – This Service is not conducted at Royal Rehab and therefore this Section does not apply

- (a) ACORN 2008 standards will be implemented in Operating Rooms including that during each operating session, the minimum staffing for each operating room will be:
  - 1. two nurses, one of whom must be a Registered Nurse and one of whom may be a suitably qualified and endorsed Enrolled Nurse, to carry out the roles of scrub/instrument nurse and scout nurse; and
  - 2. one Anaesthetic nurse or one other trained and qualified anaesthetic category of staff.

**Section V: Maternity Services** – This Service is not conducted at Royal Rehab and therefore this Section does not apply

- (a) The Association and the Ministry have agreed that the Birthrate Plus methodology, as adapted for use in New South Wales, will be used to calculate staffing in maternity services and will be progressively implemented according to a timetable agreed between the Ministry and the Association.

#### **Section VI: Inpatient Mental Health Staffing Arrangements**

- (a) The Association and the Ministry have agreed that the following provisions will apply in all inpatient mental health units (with the exception of inpatient adult acute mental health wards at Section II from the date of implementation of nursing hours in these wards/units) and be used by managers in the evaluation of nursing staff levels and for the Reasonable Workload Committees to assess and manage identified workloads issues.
- (b) For the purpose of this subclause inpatient mental health units include but are not limited to:
  - 1. Forensic Units;
  - 2. Child & Adolescent Units;
  - 3. Older Adult;
  - 4. Psychiatric Emergency Care Centres (PECC);
  - 5. Rehabilitation;
  - 6. Extended Care Units.
- (c) When determining the nursing productive FTE the following should be considered:
  - 1. The previous 12 months activity should be used as a guide unless the unit has had a significant change in activity, presentation number or type, or where a new model of care has commenced which has impacted on the type of presentation or length of stay;
  - 2. Staff assessment will be based on comparisons to the FTE utilised in the individual unit in the previous year, using the monitoring reports, in conjunction with professional judgement and information on known workload issues;
  - 3. Categories:
    - The number of inpatients requiring 1 staff or more to 1 patient;
    - The number of inpatients requiring close observation;
    - The number of inpatients assessed requiring sighting at regular intervals;
    - The number of inpatients nearer to going home.
  - 4. Level & frequency of aggressive behaviour displayed by patients and based on clinical risk assessment;
  - 5. Level of suicidal behaviour displayed by patients (see Mental Health Outcomes and Assessment Tools (MH-OAT) risk level);



6. Level of vulnerability / potential of exploitation from others (such as sexual safety, financial exploitation);
  7. Age of patient and co-morbidities;
  8. Patients with a dual diagnosis;
  9. Type of facility and unit (eg Closed / Open Units);
  10. Design of unit;
  11. Number of beds available;
  12. Local factors referred to at subclause 53 (iii) (b) may include but are not limited to:
    - (i) The available level of support staff (eg ward clerks, medical officers, patient support officers, allied health staff);
    - (ii) Teaching and research activities;
    - (iii) Provision of nurse escorts;
    - (iv) Ward geography; and
    - (v) Data entry/documentation including MH-OAT.
- (d) When determining the nursing non-productive FTE required:
1. No less than six weeks (30 days) annual leave relief per productive FTE for staff working shift work and no less than 4 weeks (20 days) for non-shift workers must be included.
  2. No less than two weeks (10 days) of sick/FACS leave and mandatory education relief per productive FTE must be included.
  3. 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 (this must be determined prior to finalising established FTE).
  4. Assess impact on staff for workers' compensation / return to work programs on the FTE required.
- (e) General
1. Nursing/Midwifery Unit Managers, Clinical Nurse/Midwife Educators, Clinical Nurse/Midwife Consultants and Nurse/Midwife Practitioners do not carry a direct clinical load.
  2. Consideration should be given to the evolution of future clinical roles in nursing.
  3. Consideration should be given to the additional responsibilities related to other activities such as the Magistrates Hearing and the Mental Health Review Tribunal and associated escorts.
  4. Consideration should be given to the impact of future legislative requirements on workloads where reasonably known.

## **Section VII: Community and Community Mental Health Staffing Arrangements**

- (a) The Association and the Ministry 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 managers 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 (twenty days) of annual leave relief per productive FTE. Where staff are required to work shift work or weekends then no less than six weeks (thirty 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 (ten 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, eg. 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 eg. servicing of vehicles should be monitored, quantified and incorporated into the FTE required for a given service.

- (o) This list indicates minimum requirements only.

**Section VIII: Emergency Department Staffing Arrangements** – This Service is not conducted at Royal Rehab and therefore this Section does not apply

- (a) The Association and the Ministry have agreed that the following staffing arrangements are to apply in Emergency Departments and be used by managers 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).
- (b) When determining the nursing productive FTE required:
1. The previous 12 months activity should be used unless the ED has had a significant change in activity, presentation number or type, or where a new model of care has commenced which has impacted on the type of presentation or Length of Stay.
  2. Staff assessment will be based on comparisons to the FTE Utilised in the individual ED in the previous year in conjunction with professional judgement, incorporating anecdotal information on known workload issues.
  3. Consideration needs to be given to local factors affecting workload. This may have the potential to increase the required FTE over and above that indicated by activity.
- (c) When determining the nursing non-productive FTE required:
1. No less than six weeks (thirty days) annual leave relief per productive FTE for staff working shift work and no less than 4 weeks (20 days) for non-shift workers must be included.
  2. No less than two weeks (ten days) of sick/FACS leave and mandatory education relief per productive FTE must be included.
  3. Replacement for long service leave and paid maternity leave should not be considered part of the required FTE. Traditionally funding for this replacement is managed at a central cost centre for a facility or service.
  4. Assess the impact on staff for workers' compensation / return to work programs on FTE required.
- (d) General
1. All Level 5 and 6 Emergency Departments to have a dedicated shift coordinator on all shifts in addition to the FTE required for clinical activity. The requirement for additional FTE for the Shift Coordinator in Levels 1 to 4 Emergency Departments is at the discretion of the facility after due consideration of the historical and anticipated activity for each shift of the week
  2. There is to be an identified triage nurse on every shift.
  3. Provision must be made for the coverage of community retrievals and participation in the facility Cardiac Arrest Team, if this an ED responsibility.
  4. Where an Emergency Department has a dedicated Psychiatric Emergency Care Centre (PECC), mental health specialist nurses must staff it. The FTE required for appropriate coverage of the PEC Unit is in addition to the requirement for the main sections of the Emergency Department.
  5. The facility must have a contingency plan to backfill nurses in the event that they are called out as part of a disaster team.
  6. This list indicates minimum requirements only.
- (e) Provision of designated nurses for the resuscitation area.

The provision of designated nurses for the resuscitation area in Emergency Departments will be as follows:

To provide the staffing levels set out in the table below the required additional nurses will be employed in accordance with a timetable agreed between the Ministry and the Association, with full effect from 1 July 2013.

Description	Provision
Adult/mixed Emergency Departments with a role delineation of Level 6 and Urgency Disposition Groups ('UDG') of 45,000 or more	Three designated resuscitation nurses on two shifts and two designated resuscitation nurses on the third shift
Adult/mixed Emergency Departments with a role delineation of Level 6 and UDG of less than 45,000	Two designated resuscitation nurses on two shifts and one designated resuscitation nurse on the third shift
Adult/mixed Emergency Departments with a role delineation of Level 3, 4 or 5 and UDG of more than 45,000	Two designated resuscitation nurses on two shifts and one designated resuscitation nurse on the third shift
Adult/mixed Emergency Departments with a role delineation of Level 4 or 5 and UDG of more than 25,000 and less than 45,000.	One designated resuscitation nurse on each of three shifts per day

'UDG' stands for urgency disposition groups which is a methodology applied by the NSW Ministry of Health that weights Emergency Department attendances for the triage category mix and patient disposition e.g. hospital admission.

#### Section IX: Transitional arrangements for GWCT wards

- (a) This section will continue to apply until the implementation timetable set out at Section II (k) is completed in that ward or unit.
- (b) The General Workload Calculation Tool possesses the following key characteristics:
  1. Value of the nursing weight - In applying the general workload calculation tool, a nursing weight of 1 is equal to 4.8 nursing hours per patient day (NHPPD).
  2. Average nursing intensity - For each ward or unit in which the tool is applied, the average nursing intensity for that ward or unit is obtained by applying AN-DRGs case mix data for all patients in the ward, viz, the data is to be comprehensive, validated, and for a uniform period. The AN-DRG Version 4.1 Nursing Service Weights are applied.
  3. Occupancy rate – The application of average annual occupancy rates in the general workload calculation tool is:
    - for wards/units with occupancy rates 85% and over – a rate of 100% applies;
    - for wards/units with occupancy rates between 75% and 84.9% - a rate of 85% applies; and
    - for wards/units with an occupancy rate below 75% - the actual occupancy rate applies.

The occupancy rate is the percentage count of the number of inpatients accommodated at around midnight each day, as recorded in the 'Daily Record Book' (or its computerised equivalent), divided by available beds, on an annualised basis."
  4. Available beds – The average number of available beds is calculated, to account for changes in this figure during the course of a year.
  5. Length of shifts – The length of shifts reflects those rostered to be worked in the ward or unit.
  6. Minimum staffing levels - Use of the general workload calculation tool does not displace present minimum staffing requirements to ensure safe systems of work and patient safety.

7. Coverage - The general workload calculation tool is applied to calculate staffing levels for those nursing staff providing direct clinical care. It is not applied to positions such as Nursing/Midwifery Unit Manager, Clinical Nurse Educator/Clinical Midwife Educator, Clinical Nurse Consultant/Clinical Midwife Consultant, dedicated administrative support staff and wards persons.
8. Application and monitoring – the general workload calculation tool will be applied to the ward or unit on an annual basis, and with the ability for the Nursing/Midwifery Unit Manager to monitor monthly.
9. Relief for Annual leave – The annual leave 'relief' factored into the tool reflects the annual leave entitlements under this Award for the employees arising from their actual shift patterns. However, this figure may be adjusted when applying the tool at ward level for planned periods of low activity or annual ward closures that mean less leave relief is required.

If circumstances arise whereby the planned periods of low activity or annual ward closures do not take place, the general workload calculation tool should be applied again in light of those altered circumstances and staff deployment.

10. Relief for Sick Leave, FACS Leave and Mandatory Education - To account for these factors, a figure of two weeks (equating to seventy six hours based on a thirty eight hour week) per annum is factored into the general workload calculation tool. This figure is subject to joint review by the Association and the Department, on request by either party.
11. Other factors – In agreeing that the tool is a means of facilitating informed discussion and decision making about nursing workloads, there are a range of other factors to consider. These factors include but need not be limited to patient type (for example, high dependency patients, day only patients, patients requiring close observation, patients awaiting nursing home placement); the available level of support staff (ward clerks, lifting teams etc); teaching and research activities; provision of nurse escorts; emergency presentations in smaller facilities; and ward geography.

Staffing of wards/units will be planned using 1 = 4.8 NHPPD as the value of the nursing weight. It is recognised that application of this value will be subject to variation to account for these other factors or over shorter periods of time. If there is continued variation from this value in practice, the issue will be considered by the relevant Reasonable Workload Committee.

12. Exclusions - the general workload calculation tool is not to be applied to:
  - intensive care units;
  - high dependency units;
  - specialty designated coronary care units;
  - specialist burns units;
  - emergency departments;
  - operating theatres;
  - midwifery services;
  - intensive care mental health units;
  - mental health admitted patient units
  - community nursing;
  - community mental health nursing; and
  - Multi-Purpose Services.

- (c) The Association and the Ministry agree that the name and key characteristics of the general workload calculation tool may be amended by agreement from time to time, and the Award will be varied to reflect the amendment.

## **Section X: Hospital Listings**

- (a) The Ministry will publish on its website the following lists, updated annually:
1. As per clause 53, Section II (a), a list of Hospitals by Peer Group;
  2. As per clause 53, Section III (a), a list of Hospitals by Emergency Department role delineation;
  3. As per clause 53, Section VIII (d), a list of hospitals which outlines both the Emergency Department role delineation and Urgency Disposition Groups (UDG) attendances.

### **(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 management. 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) Public hospitals, mental health facilities and multi purpose sites 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 the NSW Ministry of Health and the Association 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 Award.

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

- (a) Upon request by the Association, nurse(s) employed in a public hospital, or public health organisation or the employer, a Reasonable Workload Committee shall be established for the relevant public hospital or public health organisation. Such requests shall be made to the Chief Executive Officer of the public health organisation. Where circumstances warrant and are conducive to the efficient delivery of services, a Reasonable Workload Committee may be established by agreement between the Association and the employer that covers more than one public hospital or public health organisation.
- (b) Upon request by the Association or an employer a reasonable workload committee shall also be established for the relevant Local Health District or Statutory Health Corporation.
- (c) Each Reasonable Workload Committee shall comprise equal representation of employees and the employer. Employee representation shall be determined by the Association in consultation

with other workplace representatives. 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.

- (d) The committees shall meet with a frequency determined by each committee, having regard to issues and information to hand.
- (e) 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.
- (f) 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 the provisions specified in sub-clauses (ii) to (iii) of clause 48 – Disputes in this Award, 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 under subclause (v) (b).
- (e) If the matter remains unresolved, it should be dealt with in accordance with the provisions of sub-clauses (iv) to (ix) of Clause 47 – Disputes in this Award.

## **52. TRADE UNION ACTIVITIES**

### **A. Trade Union Activities regarded as On-Duty**

An Association 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 Association 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 an Association 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 *Work Health and Safety Act, 2011*.

- (ii) Attendance at meetings with workplace management or workplace management representatives;
- (iii) A reasonable period of preparation time, before:
  - (a) meetings with management;
  - (b) disciplinary or grievance meetings when an Association member requires the presence of an Association 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 Association and Association activities at induction sessions for new staff. The Association 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 Association publications or other authorised material at the workplace, provided that a minimum of twenty four hours notice is given to workplace management, 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.

#### **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 Association;
- (ii) meetings of the Association'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 Association which requires attendance of a delegate;
- (v) attendance at meetings called by the Director-General of Health/Health Service, as the employer for industrial purposes, as and when required;
- (vi) giving evidence before an Industrial Tribunal as a witness for the Association;
- (vii) reasonable travelling time to and from conferences or meetings to which the provisions of Parts A, B and C of this clause apply.

#### **C. Trade Union Training Courses**

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

- (i) accredited Occupational Health and Safety (OH&S) courses and any other accredited OH&S training for OH&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 Chief Executive and the Association.
- (ii) courses organised and conducted by the Trade Union Education Foundation or by the Association or a training provider nominated by the Association. A maximum of 12 working days in any period of two 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.

#### **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 an Association member has been nominated or elected by the Association:
  - (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 Association;
- (iii) assisting Association 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 Association;
- (iv) country tours undertaken by a member of the executive or Council of the Association;
- (v) taking up of full time duties with the Association (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 Chief Executive of the Health Service and the Association.
- (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 Association needs to extend an on loan arrangement, the Association shall approach the Chief Executive in writing for an extension of time well in advance of the expiration of the current period of on loan arrangement.
- (ix) Where the Chief Executive and the Association 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 Chief Executive and the Association."

#### **E. Period of Notice for Trade Union Activities**

The Chief Executive or their nominee must be notified in writing by the Association 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.

#### **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 Association or access to staff notice boards for material authorised by the Association;
- (iii) workplace conference or meeting facilities, where available, for meetings with member(s), as negotiated between local management and the Association."

#### **G. Responsibilities of the Trade Union Delegate**

Responsibilities of the delegate are to:

- (i) establish accreditation as a delegate with the Association 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 Association business;
- (vi) when trade union leave is required, to apply for that leave in advance;
- (vii) distribute Association literature/membership forms, under local arrangements negotiated between the Chief Executive and the Association; and
- (viii) use any facilities provided by the workplace properly and reasonably as negotiated at organisational level."

#### **H. Responsibilities of the Trade Union**

Responsibilities of the Association in respect of trade union activities are to:

- (i) provide written advice to the Chief Executive about an Association 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 Chief Executive of the health service well in advance of any proposed extension to the "on loan" arrangement;
- (vi) assist the workplace management in ensuring that time taken by the Association 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 Association delegate during the on loan arrangement.

#### **I. Responsibilities of Workplace Management**

Where time is required for Association 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 Association 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 Association 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 Association responsibilities to assist with the business of workplace management;
- (v) recredit 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 they are required to perform Association activities or on an allocated/additional day off duty;
- (vi) to continue to pay salary during an "on loan" arrangement negotiated with the Association and to obtain reimbursement of salary and on-costs from the Association at regular intervals, or as otherwise agreed between the parties if long term arrangements apply;
- (vii) to verify with the Association the time spent by an Association delegate or delegates on Association business, if required; and
- (viii) if the time and/or the facilities allowed for Association activities are thought to be used unreasonably and/or improperly, to consult with the Association before taking any remedial action.

#### **J. Travelling and other Costs of Trade Union Delegates**

- (i) Except as specified in subclause (iii) of Part I, Responsibilities of Workplace Management of this Agreement, travel and other costs incurred by accredited Association delegates in the course of Association activities will be paid by the Association.
- (ii) In respect of meetings called by the workplace management in terms of subclause (iii) of Part I, Responsibilities of Workplace Management of this Agreement, 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 20 of this Agreement and relevant Circulars.
- (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 Association 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 Association or the staff member.

### **53. LEARNING AND DEVELOPMENT LEAVE**

#### **(i) Definitions**

The following definitions apply in this clause:

"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.

**(ii) General**

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

**(iii) Eligibility**

- (a) Access to Learning and Development Leave is at the discretion of the employer. It should be made available to all eligible employees within the organisation to promote the development of a highly trained, skilled and versatile workforce which is responsive to the requirements of government and Health 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.

**(iv) 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 the Health Service 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 the Health Service Strategic Plan.

- (2) The amount of leave is at the discretion of the Health Service. Decisions in relation to financial assistance should be made in the context of the budget and the expected benefits to the Health Service.
- (b) Tertiary Study
  - (1) When developing local learning and Development Leave policy for tertiary study each Health Service 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 employer. 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 the employer.
- (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 five 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) Residentials
 

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 one academic year and an academic year is thirty 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 the Health Service.
- (v) **Payment for Leave**

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

#### **54. 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 employer 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 the public health organisation but in any event will not be later than 30th June 2007 for the initial commencement year.
- (v) The employer 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 employer will not unreasonably refuse any application by an employee to participate in the career break scheme.
- (vi) For members of the State Superannuation Scheme (SSS) the public health organisation will maintain the participant's employer contributions for the full five year period at the rate applicable to a person earning full salary for each of the five years. Any required personal superannuation contributions of participants are payable at the rate applicable to 100% of salary for each of the five years.
- (vii) For members of the State Authorities Superannuation Scheme (SASS) the public health organisation will maintain the participant's employer contributions for the full five year period at the rate applicable to a person earning full salary for each of the five years. Any required personal superannuation contributions of participants are payable at the rate applicable to their full salary for each of the five years.
- (viii) For members of other complying funds (eg First State Superannuation, HESTA, HIP) the employer will cease making employer contributions during the deferred salary leave year. The superable salary is deemed to be 100% of the participant's normal salary (both deferred and the remaining 80% paid) for each of the first four years, and superannuation employer contributions are calculated on this basis. In the deferred salary leave year no employer contributions to superannuation are payable for members of these funds.
- (ix) 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.
- (x) In the deferred salary leave year, salary packaging and payroll deductions will not be available.
- (xi) 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.
- (xii) 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.
- (xiii) 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.
- (xiv) 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 fifty two 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.

- (xv) There will be no access to the deferred salary until the fifth year unless the employee chooses to withdraw from the career break scheme.
- (xvi) 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.
- (xvii) 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.
- (xviii) 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 the NSW Health Service in positions covered by the Public Health System Nurses' and Midwives' (State) Award 2015 or this Agreement. However, this does not prevent work in the NSW Health Service in another position not covered by the Industrial Instruments..
- (xix) 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.
- (xx) 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.
- (xxi) A review of the operation of this clause will occur by a date agreed between the parties. That review will be undertaken by the Ministry of Health and the Nurses' Association and will consider any recommendations to vary the Scheme.

## **55 OCCUPATIONAL HEALTH AND SAFETY FOR EMPLOYEES OF CONTRACTORS AND LABOUR HIRE BUSINESSES**

- (i) This clause arises from the Secure Employment Test Case 2006. 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) Any employer which 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 the *Work Health and Safety Act 2011* or the *Workplace Injury Management and Workers Compensation Act 1998*.
- (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 the *Apprenticeship and Traineeship Act 2001* (or equivalent interstate legislation) and are deemed by the relevant State Training Authority to comply with the national standards for Group Training Organisations established by the ANTA Ministerial Council.

## **56 COMMITMENTS DURING TERM OF THIS AGREEMENT**

- (i) The parties agree that negotiations for a successor agreement between the parties will commence prior to the expiry of this Agreement.

## **57 AGREEMENT FLEXIBILITY**

- (i) Notwithstanding any other provision of this agreement, an employer and an individual employee may agree to vary the application of certain terms of this agreement to meet the genuine individual needs of the employer and the individual employee. The terms the employer and the individual employee may agree to vary the application of are those concerning:
  - (a) arrangements for when work is performed in relation to the timing of breaks and time off in lieu of overtime;
  - (b) the simplification of allowances and the inclusion of allowances in base salary; and
  - (c) the inclusion of leave loading in base salary.
- (ii) The employer and the individual employee must have genuinely made the agreement without coercion or duress.
- (iii) The agreement between the employer and the individual employee must:
  - (a) be confined to a variation in the application of one or more of the terms listed in sub clause (i); and
  - (b) result in the employee being better off overall than the employee would have been if no individual flexibility agreement had been agreed to.
- (iv) The agreement between the employer and the individual employee must also:
  - (a) be in writing, name the parties to the agreement and be signed by the employer and the individual employee and, if the employee is under eighteen years of age, the employee's parent or guardian;
  - (b) state each term of this agreement that the employer and the individual employee have agreed to vary;
  - (c) detail how the application of each term has been varied by agreement between the employer and the individual employee;



- (d) detail how the agreement results in the individual employee being better off overall in relation to the individual employee's terms and conditions of employment; and
- (e) state the date the agreement commences to operate.
- (v) The employer must give the individual employee a copy of the agreement and keep the agreement as a time and wages record.
- (vi) Except as provided in subclause the agreement must not require the approval or consent of a person other than the employer and the individual employee.
- (vii) An employer seeking to enter into an agreement must provide a written proposal to the employee. Where the employee's understanding of written English is limited the employer must take measures, including translation into an appropriate language, to ensure the employee understands the proposal.
- (viii) The agreement may be terminated:
  - (a) by the employer or the individual employee giving fourteen days' notice of termination, in writing, to the other party and the agreement ceasing to operate at the end of the notice period; or
  - (b) at any time, by written agreement between the employer and the individual employee.
- (ix) The right to make an agreement pursuant to this clause is in addition to, and is not intended to otherwise affect, any provision for an agreement between an employer and an individual employee contained in any other term of this agreement.

## 58 TITLE, PARTIES AND DURATION

- (i) This Agreement shall be known as the Royal Rehab Nurses Agreement 2016.
- (ii) This agreement is made in accordance with the Fair Work Act, 2009 (as amended) and is binding on:
  - (a) Royal Rehab ACN 000 025 794 and its subsidiaries (**"the employer" or "the Hospital" or "Royal Rehab"**) of 235 Morrison Road, Ryde NSW 2112
  - and ;
  - (b) The New South Wales Nurses' and Midwives' Association (NSWNMA) and, Australian Nursing and Midwives' Federation (ANMF) ('the Association') of 50 O'Dea Avenue, Waterloo, New South Wales, 2017
  - and ;
  - (c) Nursing employees employed in classifications listed in Table 1 – Salaries of Part B, Monetary Rates).
- (iii) The NES and this agreement contain the minimum conditions of employment for employees covered by this Agreement. For existing employees, this Agreement will commence seven days after it has been approved by Fair Work Australia, and for new employees it will take effect from the day of commencement of employment. The Agreement shall have a nominal expiry date of until 30 June 2019

## Part B - Monetary Rates

**TABLE 1 - SALARIES**

FFPP	1/07/2012	1/07/2013	1/07/2014	1/07/2015	1/07/2016
<b>Wage Increase</b>	<b>2.50%</b>	<b>2.27%</b>	<b>2.27%</b>	<b>2.50%</b>	<b>2.50%</b>
<b>Assistant in Nursing</b>					
1st Year	\$747.00	\$764.00	\$781.30	\$800.80	\$820.80
2nd Year	\$770.70	\$788.20	\$806.10	\$826.30	\$847.00
3rd Year	\$795.00	\$813.10	\$831.60	\$852.40	\$873.70
4th Year and Thereafter	\$819.60	\$838.20	\$857.20	\$878.60	\$900.60
<b>Trainee Enrolled Nurse</b>					
1st Year	\$747.00	\$764.00	\$781.30	\$800.80	\$820.80
2nd Year	\$770.70	\$788.20	\$806.10	\$826.30	\$847.00
3rd Year	\$795.00	\$813.10	\$831.60	\$852.40	\$873.70
4th Year and Thereafter	\$819.60	\$838.20	\$857.20	\$878.60	\$900.60
<b>Enrolled Nurse without medication qualification</b>					
1st Year	\$916.60	\$937.40	\$958.70	\$982.70	\$1,007.30
2nd Year	\$936.90	\$958.20	\$980.00	\$1,004.50	\$1,029.60
3rd Year	\$956.90	\$978.60	\$1,000.80	\$1,025.80	\$1,051.40
4th Year	\$977.10	\$999.30	\$1,022.00	\$1,047.60	\$1,073.80
5th Year and Thereafter	\$997.70	\$1,020.40	\$1,043.60	\$1,069.70	\$1,096.40
Special Grade	\$1,028.70	\$1,052.10	\$1,076.00	\$1,102.90	\$1,130.50
<b>Enrolled Nurse</b>					
1st Year	\$936.90	\$958.20	\$980.00	\$1,004.50	\$1,029.60
2nd Year	\$956.90	\$978.60	\$1,000.80	\$1,025.80	\$1,051.40
3rd Year	\$977.10	\$999.30	\$1,022.00	\$1,047.60	\$1,073.80
4th Year	\$997.70	\$1,020.40	\$1,043.60	\$1,069.70	\$1,096.40
5th Year and Thereafter	\$1,018.00	\$1,041.10	\$1,064.70	\$1,091.30	\$1,118.60
Special Grade	\$1,049.30	\$1,073.10	\$1,097.50	\$1,124.90	\$1,153.00
<b>Registered Nurse</b>					
1st Year	\$1,039.40	\$1,063.00	\$1,087.10	\$1,114.30	\$1,142.20
2nd Year	\$1,095.90	\$1,120.80	\$1,146.20	\$1,174.90	\$1,204.30
3rd Year	\$1,152.40	\$1,178.60	\$1,205.40	\$1,235.50	\$1,266.40
4th Year	\$1,213.20	\$1,240.70	\$1,268.90	\$1,300.60	\$1,333.10
5th Year	\$1,273.40	\$1,302.30	\$1,331.90	\$1,365.20	\$1,399.30
6th Year	\$1,333.30	\$1,363.60	\$1,394.60	\$1,429.50	\$1,465.20
7th Year	\$1,401.90	\$1,433.70	\$1,466.20	\$1,502.90	\$1,540.50
8th Year and Thereafter	\$1,459.60	\$1,492.70	\$1,526.60	\$1,564.80	\$1,603.90
<b>Clinical Nurse Specialist</b>					
Grade 1 - 1st Year and Thereafter	\$1,518.90	\$1,553.40	\$1,588.70	\$1,628.40	\$1,669.10
Grade 2 - 1st Year	\$1,631.70	\$1,668.70	\$1,706.60	\$1,749.30	\$1,793.00
Grade 2 - 2nd Year and Thereafter	\$1,685.10	\$1,723.40	\$1,762.50	\$1,806.60	\$1,851.80
<b>Clinical Nurse Consultant</b>					
Appointed prior to 31.12.99	\$1,867.80	\$1,910.20	\$1,953.60	\$2,002.40	\$2,052.50
Grade 1 - 1st Year	\$1,825.80	\$1,867.30	\$1,909.70	\$1,957.40	\$2,006.30
Grade 1 - 2nd Year	\$1,863.10	\$1,905.40	\$1,948.70	\$1,997.40	\$2,047.30

FFPP	1/07/2012	1/07/2013	1/07/2014	1/07/2015	1/07/2016
<b>Wage Increase</b>	<b>2.50%</b>	<b>2.27%</b>	<b>2.27%</b>	<b>2.50%</b>	<b>2.50%</b>
Grade 2 - 1st Year	\$1,900.10	\$1,943.20	\$1,987.30	\$2,037.00	\$2,087.90
Grade 2 - 2nd Year	\$1,937.80	\$1,981.80	\$2,026.80	\$2,077.50	\$2,129.40
Grade 3 - 1st Year	\$2,012.20	\$2,057.90	\$2,104.60	\$2,157.20	\$2,211.10
Grade 3 - 2nd Year	\$2,049.60	\$2,096.10	\$2,143.70	\$2,197.30	\$2,252.20
<b>Clinical Nurse Educator</b>					
Year 1	\$1,580.30	\$1,616.20	\$1,652.90	\$1,694.20	\$1,736.60
Year 2 and Thereafter	\$1,631.70	\$1,668.70	\$1,706.60	\$1,749.30	\$1,793.00
<b>Nurse Educator</b>					
4th Year as at 1/7/08	\$1,775.10	\$1,910.20	\$1,953.60	\$2,002.40	\$2,052.50
Grade 1 - 1st Year	\$1,825.80	\$1,815.40	\$1,856.60	\$1,903.00	\$1,950.60
Grade 1 - 2nd Year and Thereafter	\$1,867.80	\$1,867.30	\$1,909.70	\$1,957.40	\$2,006.30
Grade 2 - 1st Year	\$1,900.10	\$1,943.20	\$1,987.30	\$2,037.00	\$2,087.90
Grade 2 - 2nd Year and Thereafter	\$1,937.80	\$1,981.80	\$2,026.80	\$2,077.50	\$2,129.40
Grade 3 - 1st Year	\$2,012.20	\$2,057.90	\$2,104.60	\$2,157.20	\$2,211.10
Grade 3 - 2nd Year and Thereafter	\$2,049.60	\$2,096.10	\$2,143.70	\$2,197.30	\$2,252.20
<b>Nurse Practitioner</b>					
1st Year	\$2,012.20	\$2,057.90	\$2,104.60	\$2,157.20	\$2,211.10
2nd Year	\$2,049.60	\$2,096.10	\$2,143.70	\$2,197.30	\$2,252.20
3rd Year	\$2,101.90	\$2,149.60	\$2,198.40	\$2,253.40	\$2,309.70
4th Year and Thereafter	\$2,154.60	\$2,203.50	\$2,253.50	\$2,309.80	\$2,367.50
<b>Nursing Unit Manager</b>					
Level 1	\$1,831.00	\$1,872.60	\$1,915.10	\$1,963.00	\$2,012.10
Level 2	\$1,917.90	\$1,961.40	\$2,005.90	\$2,056.00	\$2,107.40
Level 3	\$1,969.50	\$2,014.20	\$2,059.90	\$2,111.40	\$2,164.20
<b>Nurse Manager</b>					
Grade 1 - 1st Year	\$1,825.80	\$1,867.30	\$1,909.70	\$1,957.40	\$2,006.30
Grade 1 - 2nd Year and Thereafter	\$1,863.10	\$1,905.40	\$1,948.70	\$1,997.40	\$2,047.30
Grade 2 - 1st Year	\$1,900.10	\$1,943.20	\$1,987.30	\$2,037.00	\$2,087.90
Grade 2 - 2nd Year and Thereafter	\$1,937.80	\$1,981.80	\$2,026.80	\$2,077.50	\$2,129.40
Grade 3 - 1st Year	\$2,012.20	\$2,057.90	\$2,104.60	\$2,157.20	\$2,211.10
Grade 3 - 2nd Year and Thereafter	\$2,049.60	\$2,096.10	\$2,143.70	\$2,197.30	\$2,252.20
Grade 4 - 1st Year	\$2,124.10	\$2,172.30	\$2,221.60	\$2,277.10	\$2,334.00
Grade 4 - 2nd Year and Thereafter	\$2,161.20	\$2,210.30	\$2,260.50	\$2,317.00	\$2,374.90
Grade 5 - 1st Year	\$2,235.40	\$2,286.10	\$2,338.00	\$2,396.50	\$2,456.40
Grade 5 - 2nd Year and Thereafter	\$2,273.20	\$2,324.80	\$2,377.60	\$2,437.00	\$2,497.90
Grade 6 - 1st Year	\$2,347.70	\$2,401.00	\$2,455.50	\$2,516.90	\$2,579.80
Grade 6 - 2nd Year and Thereafter	\$2,385.20	\$2,439.30	\$2,494.70	\$2,557.10	\$2,621.00
Grade 7 - 1st Year	\$2,533.70	\$2,591.20	\$2,650.00	\$2,716.30	\$2,784.20
Grade 7 - 2nd Year and Thereafter	\$2,571.40	\$2,629.80	\$2,689.50	\$2,756.70	\$2,825.60
Grade 8 - 1st Year	\$2,720.40	\$2,782.20	\$2,845.40	\$2,916.50	\$2,989.40
Grade 8 - 2nd Year and Thereafter	\$2,757.50	\$2,820.10	\$2,884.10	\$2,956.20	\$3,030.10
Grade 9 - 1st Year	\$2,906.40	\$2,972.40	\$3,039.90	\$3,115.90	\$3,193.80
Grade 9 - 2nd Year and Thereafter	\$2,943.90	\$3,010.70	\$3,079.00	\$3,156.00	\$3,234.90
<b>Residential Care Nurses</b>					
1st Year	\$894.30	\$914.60	\$935.40	\$958.80	\$982.80

<b>FFPP</b>	<b>1/07/2012</b>	<b>1/07/2013</b>	<b>1/07/2014</b>	<b>1/07/2015</b>	<b>1/07/2016</b>
<b>Wage Increase</b>	<b>2.50%</b>	<b>2.27%</b>	<b>2.27%</b>	<b>2.50%</b>	<b>2.50%</b>
2nd Year	\$912.10	\$932.80	\$954.00	\$977.90	\$1,002.30
3rd Year	\$930.20	\$951.30	\$972.90	\$997.20	\$1,022.10
4th Year	\$951.40	\$973.00	\$995.10	\$1,020.00	\$1,045.50
5th Year and Thereafter	\$969.00	\$991.00	\$1,013.50	\$1,038.80	\$1,064.80
<b>Registered Nurse - Pre Registration</b>					
1st Year and Thereafter	\$896.30	\$916.70	\$937.50	\$960.90	\$984.90

**TABLE 2 – OTHER RATES AND ALLOWANCES**

Item No.	Award Clause	Allowance	FFPP 1/07/2012	FFPP 1/07/2013	FFPP 1/07/2014	FFPP 1/07/2015	FFPP 1/07/2016
		<b>In charge of hospital</b>					
1	12(i)(a)	RN in charge of hospital per shift)	\$29.72	\$30.39	\$31.08	\$31.86	\$32.65
		<b>On Call</b>					
2	12(ii)(a)	On Call Allowance (per hour)	\$3.25	\$3.32	\$3.40	\$3.49	\$3.57
2	12(ii)(a)	On Call Allowance minimum payment	\$25.98	\$26.57	\$27.17	\$27.85	\$28.55
3	12(ii)(b)	On Call Allowance on RDO (per hour)	\$6.49	\$6.64	\$6.79	\$6.96	\$7.13
3	12(ii)(b)	On Call Allowance on RDO minimum payment	\$51.95	\$53.13	\$54.34	\$55.70	\$57.09
4	12(ii)(c)	On call during meal break (per break)	\$12.79	\$13.08	\$13.38	\$13.71	\$14.06
		<b>In Charge of Ward/Hospital</b>					
5	12(iii)	RN in charge of ward (per shift)	\$29.72	\$30.39	\$31.08	\$31.86	\$32.65
6	12(iv)	RN in charge of ward also in charge of hospital <100 beds (per shift)	\$44.58	\$45.59	\$46.62	\$47.79	\$48.98
7	12 (vi)	RN in charge of ward also in charge of hospital >100 beds (per shift)	\$56.99	\$58.28	\$59.60	\$61.09	\$62.62
		<b>Excess Fares</b>					
8	19(iv)(b)	Excess Fares - per day	\$5.20	\$5.20	\$5.20	\$5.20	\$5.20
		<b>Uniform and Laundry Allowance</b>					
9	22(iii)(a)	Uniform Allowance - per week	\$6.78	\$6.95	\$7.15	\$7.24	CPI TBD
9	22(iii)(a)	Shoes Allowance - per week	\$2.10	\$2.16	\$2.22	\$2.25	CPI TBD
9	22(iii)(a)	Uniform (including shoes allowance) (per week)	\$8.88	\$9.10	\$9.37	\$9.49	CPI TBD
9	22(iii)(a)	Cardigan or Jacket Allowance - per week	\$2.03	\$2.08	\$2.14	\$2.19	CPI TBD
9	22(iii)(b)	Stockings	Not Applicable				
9	22(iii)(b)	Socks					
10	22(iv)(a)	Laundry Allowance - per week	\$5.65	\$5.79	\$5.96	\$6.04	CPI TBD
		<b>Accommodation and Board Deductions</b>					
11	37(iii)(a)	Separate bedroom (per week)	\$62.23	\$63.64	\$65.08	\$66.71	\$68.38
11	37(iii)(b)	Self contained flat (per week)	\$75.82	\$77.54	\$79.30	\$81.28	\$83.31
12	37(iv)	Deduction for meals (per week)	\$134.33	\$137.38	\$140.50	\$144.01	\$147.61
13	37(v)(b)	Breakfast (per meal)	\$4.54	\$4.64	\$4.75	\$4.87	\$4.99

13	37(v)(b)	Other meals (per meal)	\$8.27	\$8.46	\$8.65	\$8.87	\$9.09
		<b>Continuing Education Allowance</b>					
14	13(ii)	Continuing Education Allowance - Post Registration Hospital Certificate (per week)	\$34.00	\$35.00	\$36.00	\$37.00	\$38.00
15	13(iii)	Continuing Education Allowance - Post Graduate Certificate (pw)	\$34.00	\$35.00	\$36.00	\$37.00	\$38.00
16	13(iv)&(x)	Continuing Education Allowance - Post Graduate Diploma or Degree (pw)	\$52.00	\$53.00	\$54.00	\$55.50	\$57.00
17	13(v)&(x)	Continuing Education Allowance - Masters Degree or Doctorate (pw)	\$62.50	\$64.00	\$65.50	\$67.00	\$68.50
18	13(vii)	Continuing Education Allowance - Enrolled Nurse Certificate 4 (PW)	\$26.00	\$26.50	\$27.00	\$27.50	\$28.00
19	13(viii)	Continuing Education Allowance - Enrolled Nurse Advanced Diploma of Nursing (Enrolled/Division 2 Nursing) (pw)	\$31.00	\$31.50	\$32.00	\$33.00	\$34.00

## **SCHEDULE 1: NURSE MANAGERS**

A registered nurse 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 their 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 area 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 area 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 Area 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
<b>Grade 1</b>	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.
<b>Grade 2</b>	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.
<b>Grade 3</b>	Ability to develop leadership and management potential in staff.  Ability to identify the need for and initiate the development of policy relating to the nursing service.	Ability to utilise a broad range of communication skills selectively in a variety of settings.	Ability to facilitate the acquisition of knowledge by individuals and groups.	Ability to undertake planning for and monitor performance in areas of responsibility for both individuals and teams.  Ability to undertake a range of performance management activities appropriately.	Ability to develop an operational plan for the nursing service.	Ability to develop a staffing profile appropriate to service needs.  Ability to develop nursing service budget within prescribed parameters.
<b>Grade 4</b>	Ability to evaluate and adjust policy.	Ability to represent the nursing service inside and outside the organisation at a local level.  Ability to identify and mediate potential and actual conflict between groups.	Ability to acquire and utilise a sound and contemporary knowledge of health management and organisational issues.  Ability to foster quality research activities.	Ability to develop performance assessment indicators and skill development tools.	Ability to coordinate planning across a range of services.  Ability to manage the process of organisational change, evaluate the outcome and adjust direction.	Ability to identify nursing and/or health service budget requirements and negotiate for funding allocation.

GROUP	Leadership	Communication	Knowledge	Performance Management	Planning	Resource Management
<b>Grade 5</b>	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.	
<b>Grade 6</b>	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.
<b>Grade 7</b>		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.		
<b>Grade 8</b>	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.	
<b>Grade 9</b>	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 2

1. The following qualifications shall attract the allowance set out in subclause (ii) of clause 13, Continuing Education Allowance. In addition to the qualifications listed below, a qualification deemed to be equivalent by agreement between the Department and the Association shall attract the allowance set out in subclause (ii) of clause 13, Continuing Education Allowance.

Clinical Speciality	Course	Institution
<b>Cardiology / Coronary Care</b>	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.
<b>Community Health</b>	Public Health Nursing Diploma	College of Nursing, Australia
	Health Visitors Certificate	The Royal Sanitary Institute, U.K.
<b>Critical Care</b>	Critical Care Nursing Certificate	Prince Henry, Prince of Wales Hospitals
	Emergency Nursing Course	Liverpool Hospital
	Critical Care Nursing Course	Geelong Hospital

Clinical Speciality	Course	Institution	
		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.	

Clinical Speciality	Course	Institution
	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.
<b>Midwifery</b>	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.	
<b>Neurology</b>	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
<b>Occupational Health</b>	Public Health Nursing (Occupational Health) Diploma	College of Nursing, Australia
<b>Oncology</b>	Oncology Certificate	Peter MacCallum Clinic, Melbourne
<b>Operating Theatres</b>	Operating Suite Nurse Course	Westmead Hospital
	Operating Theatre Nursing Certificate	Prince Henry, Prince of Wales Hospitals
		Royal North Shore Hospital
		Royal Prince Alfred Hospital
		St Vincent's Hospital D.hurst
		Hunter Region, Health Dept
		Royal Hobart Hospital
		Kent and Canterbury Hospitals, U.K.

Clinical Speciality	Course	Institution
	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.
<b>Ophthalmology</b>	Ophthalmic Nursing Certificate	Sydney Hospital
		Moorefields Hospital, London
<b>Orthopaedics</b>	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.

Clinical Speciality	Course	Institution
		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.
<b>Paediatrics</b>	Infants Certificate	NSW Nurses Registration Board
	Mothercraft Certificate	
<b>Renal</b>	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
<b>Thoracic</b>	Thoracic Nursing Certificate	The British Thoracic Association

### SCHEDULE 3

1. The following qualifications shall attract the allowance set out in subclause (vii) of clause 13, Continuing Education Allowance. In addition to the qualifications listed below, a qualification deemed to be equivalent by agreement between the Department and the Association shall attract the allowance set out in subclause (vii) of clause 13, Continuing Education Allowance.

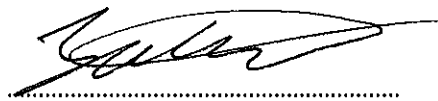
Clinical Speciality	Course	Institution
Paediatrics	Mothercraft Certificate	NSW Nurses and Midwives Board. (In addition to the qualification entitling enrolment by the Nurses and Midwives Board.)



Signed for and on behalf of Royal Rehab, as a bargaining representative, by its duly authorised officer:



Craig Wearne  
HR & Corporate Services Manager  
Royal Rehab  
235 Morrison Road  
Ryde NSW 2112



WITNESS

Justin Chand  
HR Business Partner  
Royal Rehab  
235 Morrison Road  
Ryde NSW 2112



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

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



WITNESS

Margaret Mary Potts  
50 O'Dea Ave, Waterloo



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

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



WITNESS

Margaret Mary Potts  
50 O'Dea Ave, Waterloo

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

19 October 2016

Commissioner Anna Lee Cribb  
Fair Work Commission  
11 Exhibition Street  
Melbourne, Victoria 3000

Dear Commissioner,

**UNDERTAKINGS- AG2016/5032- ROYAL REHAB NURSES AGREEMENT 2016**

I refer to your Honours recent communication regarding the *Royal Rehab Nurses Agreement 2016* and confirm the following undertakings:

1. In addition to the Clause 6. *Introduction of Change* and Clause 46. *Consultation regarding Major Workplace Change* in the *Royal Rehab Nurses Agreement 2016*, Clause 8.2 (a), (b) and (c) of the *Nurses Award 2010* (modern award) as defined below will apply:

*"(a) Where an employer proposes to change an employee's regular roster or ordinary hours of work, the employer must consult with the employee or employees affected and their representatives, if any, about the proposed change.*

*(b) The employer must:*

*(i) provide to the employee or employees affected and their representatives, if any, information about the proposed change (for example, information about the nature of the change to the employee's regular roster or ordinary hours of work and when that change is proposed to commence);*

*(ii) invite the employee or employees affected and their representatives, if any, to give their views about the impact of the proposed change (including any impact in relation to their family or caring responsibilities); and*

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

*(c) The requirement to consult under this clause does not apply where an employee has irregular, sporadic or unpredictable working hours."*

2. The provisions under Clause 33. (iv), (c), in the *Royal Rehab Nurses Agreement 2016* should read:

*"(c) all requests are to be considered having regard to the terms of NSW Health Policy Directive No. PD 2014\_029 Leave Matters for NSW Health Service (as amended from time to time), which includes the following criteria:*

*Applications from employees seeking access to reduced hours following a return from maternity leave should be approved, and where possible the reduced hours be available in the person's substantive role.*



*The 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.*

*Providing the returning employee is agreeable, another option is to return them to a different position at an equivalent level.*

*Consideration of requests for working reduced hours and the outcome of these requests should be documented by the Hospital. Employees who have had requests denied should be advised of appeal mechanisms, which may include processes defined in Clause 47. Disputes.*

*The following applies to applications for a return to work on a part time basis:*

- *Employees are required to apply for part time leave without pay to reduce their full time weekly hours of work. The balance of unworked hours will be recorded as unpaid maternity, adoption or parental leave*
- *Employees who return from maternity, adoption or parental leave under this arrangement do so for a specific period and retain their substantive hours with the right to convert to those hours at the end of the approved period of part time work*
- *Salary and other conditions of employment are applied on a pro rata basis during the period of part time work*
- *Employees retain their substantive status as full time staff and as such are not entitled to payment of any part time allowance."*

3. The provisions under Clause 51. (vii), (e), in the *Royal Rehab Nurses Agreement 2016* should read:

*"(e) If the matter remains unresolved, it should be dealt with in accordance with the provisions of sub-clauses (iv) to (ix) of Clause 47- Disputes in this Agreement"*

4. A copy of these undertakings will be affixed to all copies of this agreement distributed by the employer and the respective union covered by the agreement;
5. The Employer will forward to all employees a copy of these undertakings with an appropriate explanation of their effect.

Yours sincerely

Craig Wearne  
HR & Corporate Services Manager